



# **UW System: Review of Foundation Financial Transactions**

*October 18, 2017*

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## EXECUTIVE SUMMARY

The University of Wisconsin System receives financial support from gifts made to each institution's affiliated foundation, an independent 501(c)(3) non-profit entity.

Foundations play an important role in supporting our campuses and students. They provide student scholarships, help fund our academic programs and research, and allow the UW System to develop the learning facilities needed for student success. These partnerships must be executed with integrity and remain above reproach.

The UW System has taken significant steps to improve transparency related to foundation transactions, while maintaining the important relationship between the UW and its affiliated foundations in order to support the universities and students.

### Background

In April 2016, UW-Oshkosh (UWO) Chancellor Andrew Leavitt identified potentially inappropriate transactions between UWO and the UW-Oshkosh Foundation. The UWO Foundation is an independent 501(c)(3) non-profit entity. Chancellor Leavitt promptly drew those irregularities to the attention of UW System President Ray Cross, who immediately directed UW System staff to review the financial standing on all recent UWO Foundation projects.

During its review, the UW System discovered guarantees related to real-estate projects managed by the UW-Oshkosh Foundation from 2010-2014, which was during tenure of former UWO Chancellor Richard Wells and former Chief Business Officer Thomas Sonleitner.

In June 2016, the Board of Regents also hired retired Dane County Circuit Court Judge Patrick Fiedler to independently review the real-estate projects identified by Chancellor Leavitt. Judge Fiedler's findings prompted the Board and UW System to ask the Wisconsin Department of Justice (DOJ) to conduct a more detailed investigation of the financial transactions executed by Wells and Sonleitner.

In January 2017, the UW System President and Board of Regents [announced](#) they had asked DOJ to pursue civil legal action against former UWO Chancellor Richard Wells and former Chief Business Officer Thomas Sonleitner for improper financial transaction that occurred under their administration. According to the [DOJ complaint](#), Wells and Sonleitner made illegal financial transfers from 2010-2014 from UW-Oshkosh to the UWO Foundation related to five real-estate projects. The UW-Oshkosh Foundation participated in the renovation of the downtown Oshkosh Best Western Waterfront Hotel and Oshkosh Sports Complex, constructed two biodigesters, and built the Alumni Welcome and Conference Center.

The UWO Foundation was established to provide support to the university, and funding generally should have only flowed from the foundation to UWO. Moreover, neither Wells nor Sonleitner properly recorded those transfers in UW-Oshkosh's accounting records, which concealed the transactions from UW System staff.

Wells and Sonleitner also executed illegal guarantees pledging UWO's financial support for the Foundation's bank loans related to the real-estate projects. The guarantees asserted UWO would make debt payments for the Foundation if it could not meet its financial obligations. The Wisconsin Constitution does not allow a public entity to guarantee the debt of a private organization. Because the actions of Wells and Sonleitner were unconstitutional, UWO could not legally guarantee the Foundation's bank loans.

### Comprehensive Internal Review of UW System Institution Payments to Foundations.

Following the UW System's review of financial documents related to recent UWO Foundation projects, the UW System's Office of Finance (Finance) immediately began a comprehensive assessment of payments made from all UW institutions to their affiliated foundations between July 1, 2010 and January 31, 2017. The State's record retention schedule for [expenditure-accounts payable transactions](#) is seven years, and the UW System chose this seven-year historical period in order to perform the most extensive documentation review possible.



The Office of Finance searched for financial transactions that included the word “foundation” and various derivatives of it, including but not limited to, “UW foundation,” “campus foundation,” and “fndn.” This established a materiality threshold that resulted in UW System financial staff analyzing 97 percent (97%) of all payments made to foundations during that seven-year period. This process was discussed with Legislative Audit Bureau staff.

- Query identified 2,072 transactions
- Analyzed documentation for \$35,482,312.96 in payments = 97.2%
- Of the remaining 2.8% of transactions, 796 were valued at \$200 or less and averaged \$83.42

There are valid, legal reasons why a UW institution would make a payment to its affiliated foundation. For example, an institution may need to pay back its foundation for a donated scholarship if a student withdraws, or make real estate lease payments for renting space in a foundation-owned building. It may reimburse its foundation for expenses incurred on an institution’s behalf, such as when a foundation pays for all expenses for printing and distribution of a business school magazine, and the UW institution reimburses for postage.

**After completing this comprehensive analysis, the UW System did not identify illegal guarantees or loans like those executed by Wells or Sonnleitner.**

### Accountability and Transparency Improvements Implemented

The UW System has taken decisive, transparent, and accountable steps to protect our universities, protect taxpayers, and improve the important relationship with affiliated foundations. These improvements ensure transparency for students, families, the Board of Regents, legislators and the general public.

- Starting in fiscal year 2017, chancellors will sign the annual attestation stating that all financial records are accurate and materially complete.
- The UW System implemented additional [documentation requirements](#) in its Pre-audit Manual. Documentation must be “complete and understandable to an independent third party without additional information.”
- All UW officials must be ex-officio and non-voting members of the foundation board. This helps reinforce independence by ensuring that UW members have no voting control over the governance of the Foundation.
- Affiliated foundations will now have more stringent reporting standards and all foundations will be required to provide a more detailed annual financial report. This will better capture potential payments to the affiliated foundation that might happen outside of the state or the institution’s accounting process. Foundations that receive annual contributions between \$300,000 - \$500,000 must have their annual financial report reviewed by an independent Certified Public Accountant (CPA). Foundations that receive annual contributions of more than \$500,000 must submit an independent audit each year.
- The affiliated foundations must ratify an updated Memorandum of Understanding (MOU) by November 1, 2017 (with the exception of UW-Oshkosh due to pending litigation with the existing foundation). The updated MOU must include language that:
  - Ensures both the University and Foundation understand the separate and legally independent nature of the Foundation,
  - Includes a conflict of interest policy for the Foundation,
  - Requires books and records be maintained in a professional, controlled and transparent manner and be available to the University as needed for oversight and monitoring, and
  - Details the foundation’s responsibility for asset stewardship, maintenance of tax-exempt status, and adherence to appropriate standards of accounting.

# OVERVIEW OF FINANCIAL DOCUMENTATION ANALYSIS

UW System's Office of Finance (Finance) conducted a comprehensive assessment of payments made from all UW institutions to their affiliated foundations between July 1, 2010 and January 31, 2017. This nearly seven-year historical period provides the most extensive review possible within the State's records retention schedule.

## Breaking Down the Numbers

- **Search Terms.** The Office of Finance searched for financial transactions that included the word "foundation" and various derivatives of it, including but not limited to, "UW foundation," "campus foundation," and "fndn."
- **Documentation Analyzed.** This query identified 2,072 transactions from a UW institution to its affiliated foundation between July 1, 2010 and January 31, 2017. These queries totaled \$36,520,490.70.
  - Finance staff analyzed supporting documentation for every single transaction valued at \$5,000 or more.
  - Finance staff analyzed supporting documentation for multiple transactions that together totaled \$5,000 or more in one fiscal year.
  - This approach for reviewing transactions was shared with the Legislative Audit Bureau.
- **Transactions.** UW System Finance staff analyzed documentation for payments totaling **\$35,482,312.96** during that seven-year time frame.
  - \$35,482,312.96 equates to analyzing 97.2% of all payments made to foundations during that time period
    - ✓ 40 transactions valued between \$500-4,999 totaling \$69,340.35
    - ✓ 187 transactions each valued between \$5,000-\$25,000 totaling \$1,954,395.16
    - ✓ 150 transactions each valued at \$25,000+ totaling \$33,458,577.45
  - Of the remaining 2.8%:
    - ✓ 1,141 of the 2,072 financial payments were valued at less than \$500
    - ✓ 796 of the 1,141 transactions were valued at \$200 or less and averaged \$83.42
- **Additional Reviews Completed.** In addition to conducting a review of transactions with "foundation" in the title, Finance also identified and reviewed documentation for four real estate foundation subsidiaries.

The Wisconsin Department of Administration (DOA) executed the leases with the Bluegold Real Estate LLC, Cambridge Commons LLC, and REF Bridgeway Commons LLC. The Board of Regents approved and executed the Warhawk Real Estate Foundation lease, which is administered under the UW System's statutory authority, Wis. Stat. § 36.11(1)(b).

- 8 payments to the UW-Whitewater Warhawk Real Estate Foundation LLC totaling \$1,989,441.00
- 79 payments to UW- Eau Claire Bluegold Real Estate LLC totaling \$9,448,204.21
- 4 payments to UW-Milwaukee Cambridge Commons LLC totaling \$4,940,000
- 5 payments to UW- Platteville REF Bridgeway Commons LLC totaling \$2,631,808.19

## DETAILS OF FINANCIAL DOCUMENTATION ANALYSIS

The various tables below provide additional detail related to the comprehensive analysis performed by the UW System Office of Finance. As shown in **Table 1**, Finance's query identified 2,072 transactions from a UW institution to its affiliated foundation between July 1, 2010 and January 31, 2017.

**TABLE 1: Total Number of Financial Transactions Queried**  
Fiscal Years 2011 – 2017

	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017 (thru 1.31.17)	Total
\$0-499.99	124	153	261	166	191	173	73	1,141
\$500-5,000	74	83	78	76	111	121	51	594
\$5,001-25,000	15	26	36	37	30	34	9	187
\$25,000+	12	17	29	18	38	23	13	150
<b>Total</b>	<b>225</b>	<b>279</b>	<b>404</b>	<b>297</b>	<b>370</b>	<b>351</b>	<b>146</b>	<b>2,072</b>

Of these 2,072 transactions, Finance staff analyzed supporting documentation for every single transaction valued at \$5,000 or more, as well as multiple transactions that together totaled \$5,000 or more in one fiscal year. Additional information regarding these 377 selected transactions, including amount by fiscal year and number of transactions by UW institutions, are provided in **Tables 2 and 3**, respectively.

**TABLE 2: Financial Documentation Reviewed in Dollars By Fiscal Year**  
Fiscal Years 2011 – 2017

	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017 (thru 1.31.17)	Total
\$500-5,000		\$5,000.00		\$22,080.59	\$20,050.00	\$22,209.76		\$69,340.35
\$5,001-25,000	\$171,336.51	\$300,134.78	\$343,641.24	\$390,122.34	\$297,260.25	\$378,776.58	\$73,123.46	\$1,954,395.16
\$25,001 or more	\$743,217.88	\$3,156,498.14	\$4,389,532.78	\$9,220,410.23	\$7,893,293.72	\$7,388,677.30	\$666,947.40	\$33,458,577.45
<b>Total</b>	<b>\$914,554.39</b>	<b>\$3,461,632.92</b>	<b>\$4,733,174.02</b>	<b>\$9,632,613.16</b>	<b>\$8,210,603.97</b>	<b>\$7,789,663.64</b>	<b>\$740,070.86</b>	<b>\$35,482,312.96</b>

*Note: The total amount of transactions increased in FY2014 primarily due to lease agreements approved and executed by the Department of Administration.*

**TABLE 3: Financial Documentation Reviewed by UW Institution**  
Fiscal Years 2011 – 2017

	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017 (thru 1.31.17)	Total
UW-Colleges	-	1	3	2	-	-	-	6
UW-Eau Claire	-	-	-	-	-	-	-	0
UW-Extension	-	1	-	1	-	-	-	2
UW-Green Bay	-	1	-	1	-	-	-	2
UW-La Crosse	-	-	1	-	20	-	-	21
UW-Madison	3	6	8	6	10	11	4	48
UW-Milwaukee	11	13	20	19	29	32	13	137
UW-Oshkosh	8	10	13	9	10	3	-	53
UW-Parkside	-	-	-	-	1	2	-	3
UW-Platteville	-	1	13	15	14	16	3	62
UW-River Falls	-	1	-	1	-	-	-	2
UW-Stevens Point	-	5	2	3	2	5	1	18
UW-Stout	1	-	-	-	-	-	-	1
UW-Superior	-	-	-	1	-	-	-	1
UW System Admin	-	-	1	-	2	-	-	3
UW-Whitewater	4	5	4	3	-	1	1	18
<b>Total</b>	<b>27</b>	<b>44</b>	<b>65</b>	<b>61</b>	<b>88</b>	<b>70</b>	<b>22</b>	<b>377</b>

Finance staff grouped each of the 377 reviewed transactions into categories, which are defined in **Table 4**. The number of transactions and total amount within each category are summarized in **Table 5**. UW-Milwaukee and UW-Platteville's lawful real estate lease agreements account for 121 of the 377 transactions, and these appropriately-reported lease payments were made in accordance with DOA-approved and executed agreements.

<b>TABLE 4: Category Descriptions for Historical Financial Documentation Review</b> <i>Finance staff grouped each transaction into one of the categories below</i>	
Accounting/Pass-through	Foundation transaction processed with assistance of UW. EXAMPLE: Foundation-hosted events where UW registration desk/system is used to process transaction and revenue sent to Foundation.
Capital Building Project	UW-La Crosse capital project only.
Check Written Incorrectly / Funds Intended for Foundation	Donation intended for Foundation; funds deposited into UW institution account resulting in subsequent payment to Foundation.
Contract Revenue Pass-through	Contractual revenue originally disbursed for Foundation, then provided back to UW for athletic or student scholarship programming.
Donated Profits from Course Materials	Course materials developed by faculty/staff for student purchase; faculty/staff designates profits to the Foundation. EXAMPLE: study guides.
Expenditure Reimbursement	Expenses incurred by Foundation on UW institution's behalf for items unrelated to Foundation-supported projects. EXAMPLE: Foundation pays for printing and distribution of business school magazine, and UW institution reimburses for postage.
Gratuity Donations	As documented in the <a href="#">UW-Madison employee handbook</a> , tips provided to student union employees by members of the public are donated to Foundation.
Intellectual Property Royalties	Relates to software developed by UW-Milwaukee faculty: as software is sold, the intellectual property (e.g., license) revenue goes to the Foundation.
Lawful Real Estate Lease Agreements	Payments to UW-Milwaukee or UW-Platteville Real Estate Foundations; lease agreements approved and signed by DOA.
Overpayment Returned	Foundation overpaid expense to UW; returning overpayment.
Patron Theatre Donation	Foundation donation made as UW institution processes theatre or conference ticket purchase; Foundation donation issued as designated by patron.
Student Scholarship Withdrawal	Student identified to receive Foundation scholarship but withdrew from institution or did not enroll; UW institution returns this <b>prepaid</b> scholarship/financial aid payment to Foundation for future use.
Unspent Project Grant Returned	UW institution returns <b>unused</b> portion of Foundation's <b>prepaid</b> grant funds that Foundation issued for specific project.
UW-Oshkosh Transactions Referred to DOJ for Litigation	Transactions previously reviewed as part of DOJ civil case against Wells and Sonnleitner. Documentation for these transactions was reviewed and sent to DOJ for litigation. Further details related to these <a href="#">transactions</a> are not included in this report due to pending lawsuit.

<b>TABLE 5: Financial Documentation Reviewed by Category</b> <b>Fiscal Years 2011 – 2017</b>		
Accounting/Pass-through	32	\$239,471.79
Capital Building Project	1	\$183,805.00
Check Written Incorrectly / Funds Intended for Foundation	26	\$854,285.15
Contract Revenue Pass-through	14	\$3,744,055.00
Donated Profits from Course Materials	8	\$48,050.05
Expenditure Reimbursement	52	\$3,625,004.93
Gratuity Donations	5	\$240,159.74
Intellectual Property Royalties	10	\$74,448.00
Lawful Real Estate Lease Agreements	121	\$10,948,670.43
Overpayment Returned	20	\$1,971,030.43
Patron Theatre Donation	21	\$317,250.45
Student Scholarship Withdrawal	32	\$259,773.16
Unspent Project Grant Returned	5	\$62,945.55
UW-Oshkosh Transactions Referred to DOJ for Litigation	30	\$12,913,363.28
<b>TOTAL</b>	<b>377</b>	<b>\$35,482,312.96</b>

# FINDINGS

## General Overview

There are appropriate, lawful reasons for a UW institution to make a payment to its affiliated foundation. For example:

- **Student scholarships:** Foundations prepay scholarships to the institution, so funds are immediately available for students at the beginning of the academic year. If a student does not enroll or withdraws, the UW institution returns the scholarship funds to the foundation so they can be used in the future.
- **Real estate lease agreements:** A UW institution may rent space in foundation-owned buildings provided the appropriate approvals are received from the Board of Regents, Department of Administration, and/or the State Building Commission in accordance with state law. For example, UW-Platteville has a lease agreement for a residence hall. UW-Milwaukee rents space from its foundation in a research park. Both of these lease agreements were approved by the Department of Administration.
- **Donation errors:** Donors occasionally omit the word “foundation” when writing a check, assuming the funds will go to the affiliated foundation. However, without that key word, the funds are required by statute to go into the UW institution’s account. Once an institution is able to establish the donor’s intent, the institution may issue a check to the foundation for the amount of the donation.

## Subset of Transactions Requiring Additional Analysis

The Office of Finance examined and analyzed 377 transactions totaling \$35,482,312.96. Three hundred twenty-nine (329) transactions had complete and proper documentation for the Donated Profits from Course Materials, Intellectual Property Royalties, Lawful Real Estate Lease Agreements, Patron Theatre Donation, and Unspent Project Grant Returned categories.

Finance noted 48 transactions that required further analysis or action, such as contacting the institution for additional information.

TABLE 6: Subset of Transactions Requiring Additional Analysis		
July 1, 2010 – January 31, 2017		
	Number of Transactions	Total Amount of Transactions
Accounting/Pass-through	8	\$38,926.44
Capital Building Project	1	\$183,805.00
Check Written Incorrectly / Funds Intended for Foundation	9	\$341,446.92
Contract Revenue Pass-through	14	\$3,744,055.00
Expenditure Reimbursement	8	\$714,915.76
Gratuity Donations	1	\$92,566.05
Overpayment Returned	6	\$229,145.83
Student Scholarship Withdrawal	1	\$18,000.00

## Accounting/Pass-through

Eight (8) transactions warranted further review and analysis in the Accounting/Pass-through category. Some transactions related to joint or collaborative activities that involved a UW institution and its foundation.

For example:

- In one instance, UW-Green Bay received funds in 2012 from a private business that were intended to cover sponsorship fees due to the institution’s Athletic Department, as well as a donation intended for the Foundation related to a fundraising event. However, the business provided only one check for both donations. UW-Green Bay kept the portion related to sponsorship within the Athletic Department, and issued a check to the UW-

Green Bay Foundation for the donation. UW-Green Bay had online records, but was unable to locate the detailed reconciliation reports.

- The UWM Foundation held continuing education conferences in 2011 and 2014, using UW-Milwaukee's registration software and facilities. UW-Milwaukee was able to adequately explain and document the registration fees received, the amounts withheld for campus resources used for the conferences, and remaining registration fees that were dispersed to the UWM Foundation. While amounts totaling \$7,000 were labeled as "advances" in the supporting documentation, further investigation and analysis demonstrated these transactions were handled appropriately.
- Additional payments in this category related to cash-for-a-check exchange transactions. Finance identified instances where cash collected for the UW-Milwaukee Foundation was brought to the UW-Milwaukee Bursar's Office, and checks were issued in exchange as a matter of convenience and safety. For example, in two instances, the Bursar's Office exchanged cash from book sales for checks totaling \$5,566.82. Exchange checks were also issued to the Foundation for cash from various men's basketball, men's baseball, women's basketball, and Student Athlete Advisory fundraising events.

While this process is not considered a best practice, it recognizes the risk of fundraisers, such as students carrying cash, and is allowable if transactions are clearly documented. If UW-Milwaukee chooses to continue this practice, it will need to revise its operating agreement with the UWM Foundation to address this as a service provided by the Bursar's Office. When possible, it is recommended fundraisers on campus take the cash they receive from an event to a bank for this type of exchange.

TABLE: Accounting/Pass-Through July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-Green Bay	UW-Green Bay Foundation	\$8,000.00	02/13/2012
UW-Milwaukee	UWM Foundation	\$6,430.00	04/15/2013
UW-Extension	UW Foundation	\$8,850.00	12/11/2013
UW-Milwaukee	UWM Foundation	\$5,053.69	12/30/2014
UW-Milwaukee	UWM Foundation	\$545.00	01/14/2016
UW-Milwaukee	UWM Foundation	\$1,748.00	03/18/2016
UW-Milwaukee	UWM Foundation	\$599.75	04/18/2016
UW-Milwaukee	UWM Foundation	\$7,700.00	06/15/2016

### Capital Building Project

The only transaction in this category relates to a UW-La Crosse project. The UW-La Crosse Veterans Memorial Stadium, including the Hall of Honor honoring the men and women who have served, began in 2008 and was completed in 2009. The components of this project received approval from the Board of Regents and the State Building Commission.

The Foundation pledged \$500,000 in funding for the Hall of Honor, which it paid to UW-La Crosse. However, due to fundraising challenges during the economic recession, the Foundation was ultimately only able to raise \$316,195 for the project. As a result, the foundation was required to internally manage a negative balance resulting from this payment.

After the Hall of Honor Memorial project was completed, the Foundation approached UW-La Crosse asking to recoup \$183,805 from the university so it could use those funds for other university projects. UW-La Crosse paid this amount to the UW-La Crosse Foundation on May 20, 2015.

Finance staff question whether it was allowable for the university to pay the UW-La Crosse Foundation for this purpose. If the Foundation had approached UW-La Crosse during the construction of the memorial, the project would have gone back to the State Building Commission to adjust the funding source from gifts to gifts and program revenue cash.



In the future, situations such as this are clearly addressed in the UW System document titled *Principles, Best Practices, and Requirements Relating to the Relationship between a UW University or UW College and its Primary Fundraising Foundation and Any Real Estate Foundation*. This document was provided to all chancellors on April 18, 2017. It states:

*“Projects that are planned to occur on state land, with state bonding, or with other state resources requiring approval of the Department of Administration or Governor, and legislative support, must also be brought to the attention of the Board of Regents and System President by the Chancellor before the planning process begins and before commitments are made by the University or Foundation.”*

This document further states:

*“The University cannot transfer, gift, or loan state funds to the Foundation. University funds are “state” funds regardless of the funding source (e.g., General Purpose Revenue, Program Revenue, gifts and grants, tuition, etc.).”*

TABLE: Capital Building Project July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-La Crosse	UW-L Foundation Inc	\$183,805.00	05/20/2015

### Check Written Incorrectly / Funds Intended for Foundation

As previously noted, there were 26 transactions categorized as Funds Intended for the Foundation. Of these, nine transactions totaling \$341,446.92 were originally deposited by UW-Madison, but later transferred to the UW Foundation. Supporting documentation stated the funds were an unrestricted gift to UW-Madison or included checks payable to UW-Madison.

While conversations with donors to clarify intent may have prompted the transfers, if donor intent is unclear or is not documented, the donation is to remain with the university.

To address this in the future, the Foundation Principles document indicates that:

*“If a check is made payable to the University, or a gift instrument names the University, the funds presumptively belong to the University, and must be deposited accordingly in University accounts...If a check or gift instrument names the University, and there is no documented extrinsic evidence establishing donor intent to direct the check or gift to the Foundation, then the check or gift are University funds and must be deposited in University accounts. It is very important to recognize that once funds are received by the University, they are state funds and are fully subject to all state law requirements and restrictions.”*

TABLE: Check Written Incorrectly / Funds Intended for Foundation July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-Madison	UW Medical Foundation	\$37,255.92	06/22/2012
UW-Madison	University of Wisconsin Foundation	\$9,400.00	08/16/2012
UW-Madison	University of Wisconsin Foundation	\$130,426.00	11/12/2012
UW-Madison	University of Wisconsin Foundation	\$32,565.00	04/19/2013
UW-Madison	University of WI Foundation	\$10,000.00	04/07/2014
UW-Madison	University of WI Foundation	\$5,000.00	06/05/2014
UW-Madison	University of WI Foundation	\$500.00	06/10/2014
UW-Madison	University of WI Foundation	\$16,300.00	12/08/2014
UW-Madison	University of Wisconsin Foundation	\$100,000.00	04/22/2015

## Contract Revenue Pass-through

There are 14 transactions within the Contract Revenue Pass-through category that warranted further review and analysis.

For example:

- UW-Madison has a contract with Learfield Communications, Inc. for the sale media rights related to its Division of Intercollegiate Athletics. The Board of Regents approved the Learfield contract, and the agreement states the contractor shall pay UW-Madison. Documentation shows UW-Madison received a \$3,477,500 payment from Learfield Communications in December 2015, and transferred the same amount to the UW Foundation in January 2016.

The Office of Finance is working with UW-Madison to determine what portion of future Learfield payments should be retained by the university as compensation for media rights, and what portion should be distributed to the UW Foundation due to the basketball, football, and hockey coaches' assignment and donation of their rights to the Foundation in 2002. In the interim, payments will be received by UW-Madison and deposited into UW-Madison's account. When the legal analysis is completed, a transfer for any portion of funds rightfully belonging to the UW Foundation can then be made.

- UW-Oshkosh entered into contractual agreements with private entities for Pepsi beverage pouring rights on the campus and space rental. UW-Oshkosh distributed the related contractual proceeds totaling \$186,555.00 to the UW-Oshkosh Foundation instead of keeping in UW-Oshkosh accounts.

UW-Oshkosh has discontinued this practice in accordance with the *Foundation Principles* which clearly identifies this type of practice as prohibited. The document states:

*"Funds derived from University revenue producing activities, such as fees for services or use of university facilities, revenues from ticket sales, registration fees, and similar activities, or from grants, contracts or business arrangements, belong to the University and all such funds must be deposited directly with the University into appropriate accounts. Such funds must not be deposited with the Foundation or transferred to the Foundation, as a means of avoiding state law requirements and restrictions on the use of state funds."*

- UW-Oshkosh's AeroInnovate accelerator program is a virtual accelerator that assists early stage aviation and aerospace startup companies. UW-Oshkosh anticipated it would receive grant funding for this program. When that did not materialize, UW-Oshkosh honored its commitment to startup companies by providing \$30,000 on June 10, 2015, to the UW-Oshkosh Foundation, which processed individual checks to the companies.

In fiscal year 2017, the Wisconsin Economic Development Corporation issued a \$25,000 grant to the AeroInnovate program. UW-Oshkosh continues to provide funds to startup companies through this collaborative grant program.

TABLE: Contract Revenue Pass-through			
July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-Oshkosh	UW Oshkosh Fdn	\$30,000.00	01/14/2011
UW-Oshkosh	UW Oshkosh Fdn	\$21,311.00	04/07/2011
UW-Oshkosh	UW Oshkosh Fdn	\$10,000.00	06/16/2011
UW-Oshkosh	UW Oshkosh Fdn	\$21,311.00	05/02/2012
UW-Oshkosh	UW Oshkosh Fdn	\$10,000.00	06/25/2012
UW-Oshkosh	UW Oshkosh Fdn	\$21,311.00	06/06/2013
UW-Oshkosh	UW Oshkosh Fdn	\$10,000.00	06/06/2013



TABLE: Contract Revenue Pass-through July 1, 2010 – January 31, 2017			
UW-Oshkosh	UW Oshkosh Foundation	\$21,311.00	06/17/2014
UW-Oshkosh	UW Oshkosh Foundation	\$10,000.00	06/17/2014
UW-Madison	UW Foundation	\$25,000.00	12/11/2014
UW-Oshkosh	UW Oshkosh Foundation	\$30,000.00	06/22/2015
UW-Oshkosh	UW Oshkosh Foundation	\$31,311.00	06/30/2015
UW-Madison	UW Foundation	\$25,000.00	12/08/2015
UW-Madison	UW Foundation	\$3,477,500	01/27/2016

## Expenditure Reimbursement

Eight transactions in this category required additional review. Both the UW-Madison Medical Foundation and UW-Whitewater Foundation transactions were deemed reasonable and appropriate by Finance staff.

The remaining six transactions were related to UW-Oshkosh Foundation litigation and were referred to the Wisconsin Department of Justice. While there is ongoing litigation related to the UW-Oshkosh Foundation, and the UW System is typically requested by DOJ to refrain from commenting on transactions related to the lawsuit, the System is able to provide additional details on one transaction.

- UW-Oshkosh Community Foundation Emergency Vehicle:** in August 2015, UW-Oshkosh paid \$20,000 from federal indirect funds to the UW-Oshkosh Foundation in order to provide the City of Oshkosh a Community Foundation emergency vehicle. Finance's review noted that Chancellor Wells agreed to support an emergency vehicle with the City of Oshkosh. Thomas Sonnleitner authorized the \$20,000 payment from federal indirect cost reimbursement funds.

TABLE: Expenditure Reimbursement July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-Whitewater	UW Whitewater Foundation Inc	\$6,396.11	12/28/2010
UW-Oshkosh	UW Oshkosh Fdn	\$19,723.05	05/05/2011
UW-Oshkosh	UW Oshkosh Fdn	\$33,936.58	04/10/2013
UW-Oshkosh	UW Oshkosh Fdn	\$28,604.89	04/10/2013
UW-Madison	UW Medical Foundation	\$552,981.00	06/24/2014
UW-Oshkosh	UW Oshkosh Foundation	\$7,084.37.00	06/26/2014
UW-Oshkosh	UW Oshkosh Fdn	\$46,189.76	06/22/2015
UW-Oshkosh	UW Oshkosh Foundation	\$20,000.00	08/31/2015

## Gratuity Donations

As state employees, UW-Madison student union employees are not allowed to accept tips. As stated in the [employee handbook](#):

*"If offered a tip, employees will politely decline and explain: 'As a University agency we do not accept tips. However, if you would like to acknowledge the work of Union employees, you may make a donation to the Student Employee Recognition Fund.'"*

For one transaction in October 2012, UW-Madison paid its foundation \$68,796.23 for tips and donations. This amount was \$155.20 less than the amount provided in supporting documentation. No further action will be taken.

TABLE: Gratuities Donations July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-Madison	UW Foundation	\$68,796.23	10/23/2012

### Overpayment Returned

This category refers to when a Foundation overpays expenses to the university, and the institution returns the overpayment to the Foundation. For six transactions, documentation indicates there was an invoicing error that necessitated payments back to the UW-Milwaukee Foundation.

UW-Milwaukee was able to locate supporting documentation that adequately supported and explained the June 2012 payment of \$125,357.27. The March 2011, April 2011 and June 2012 overpayment documentation did not clearly specify the invoicing errors. For payments made in May 2012 and June 2013, the amounts returned to the Foundation were less than the amounts identified in the documentation. The institution will improve its documentation practices in the future, and no further action will be taken.

TABLE: Overpayment Returned July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-Milwaukee	UWM Foundation	\$30,742.00	06/12/2013
UW-Milwaukee	UWM Foundation	\$125,357.27	06/08/2012
UW-Milwaukee	UWM Foundation	\$22,975.22	06/07/2012
UW-Milwaukee	UWM Foundation	\$27,458.15	05/02/2012
UW-Milwaukee	UWM Foundation	\$6,014.19	04/28/2011
UW-Milwaukee	UWM Foundation	\$16,599.00	03/22/2011

### Student Scholarship Withdrawal

One transaction categorized as Student Scholarship Withdrawal warranted further review and analysis. In May 2012, UW-Milwaukee's foundation-sponsored financial aid account reported a balance of \$18,504.79. UW-Milwaukee paid its foundation \$18,000, or \$504.79 less than the amount provided in supporting documentation. No further action will be taken.

TABLE: Student Scholarship Withdrawal July 1, 2010 – January 31, 2017			
Institution	Payee	Amount	Date
UW-Milwaukee	UWM Foundation	\$18,000.00	05/02/2012

## ADDITIONAL REVIEWS COMPLETED

### Other Real Estate Foundations

As noted previously in the report, the UW-Milwaukee and UW-Platteville real estate foundations were included in the initial query because their foundation names included “UW.” These lawful lease agreements were approved by the Wisconsin Department of Administration, and each institution makes payment to the UW-Milwaukee Real Estate Foundation and UW-Platteville Real Estate Foundation, respectively.

The Office of Finance also reviewed transactions related to four real estate foundation subsidiaries that are wholly owned by a UW foundation, but did not include “UW” in the title. These are Warhawk Real Estate Foundation LLC, Blugold Real Estate LLC, Cambridge Commons LLC, and REF Bridgeway Commons LLC. They are subsidiaries of the UW-Whitewater Foundation, UW-Eau Claire Foundation, UW-Milwaukee Foundation, and UW-Platteville Foundation, respectively.

Finance identified 96 transactions to these four foundations, and noted all payments were in accordance with lawfully executed lease agreements:

- 8 payments to the Warhawk Real Estate Foundation, LLC totaling \$1,989,441.00
- 79 payments to Blugold Real Estate, LLC totaling \$9,448,204.2
- 4 payments to Cambridge Commons, LLC totaling \$4,940,000
- 5 payments to REF Bridgeway Commons, LLC totaling \$2,631,808.19

**Finance staff reviewed all 96 real estate foundation transactions and noted all payments were in accordance with lawfully executed lease agreements.**

### UW-Oshkosh Business Success Center

The UW-Oshkosh Business Success Center (BSC) was created in 1998 as a separate 501(c)(3) non-profit entity. Its purpose is to bring together local businesses with university resources, faculty experts, student interns, research facilities and a survey center to deliver customized solutions for an organization's challenges. The revenue generated from BSC activity was deposited in a UW-Oshkosh Foundation account.

While the BSC structure was well-intentioned, it was recognized that the Business Success Center should be a unit within UW-Oshkosh. In January 2017, the UW System recommended proactive measures to establish the unit as a formal university department including the dissolution of the 501(c)(3) non-profit status. The non-profit entity filed articles of dissolution with the Wisconsin Department of Financial Institutions on April 10, 2017, and BSC is now part of UW-Oshkosh.

On January 18, 2017, UW-Oshkosh asked the Foundation to transfer all BSC funds to the institution. Since that date, the UW-Oshkosh Foundation has paid administrative expenses of \$4,203.36 on BSC's behalf, but has denied the UW-Oshkosh request to return remaining funds. The Foundation currently holds BSC funds totaling \$154,375.55. UW-Oshkosh is currently working with the Legislative Audit Bureau and UW System on continued review of BSC transactions prior to the dissolution of the 501(c)(3).

The UW-Oshkosh Foundation filed for bankruptcy on August 17, 2017. As a result, assets held by the Foundation cannot be dispersed except through the bankruptcy proceedings; therefore, the return of the BSC funds is uncertain.

## Review of Foundation Financial Statements

Historically, Finance staff and the Legislative Audit Bureau have obtained foundations' financial statements to evaluate materiality and determine whether a foundation should be included in the UW System's annual financial statements. When preparing the 2016 UW System annual financial report, Finance staff completed a more comprehensive review of the foundations' statements, including accounts receivable, accounts payable, leases, and short-term and long-term debt. This analysis was provided to the Legislative Audit Bureau as part of the 2016 audit.

Finance staff noted no additional items for inclusion in the 2016 UW System annual financial report. However, during this due diligence process, staff did note the UW-Platteville Foundation included a footnote in its statements, highlighting the deficit position of some of its temporarily restricted funds. Specifically, Note 10 to the audited consolidated financial statements states, "Temporarily and permanently restricted net assets consist of contributions that donors restricted for scholarships, renovations for certain colleges, development funds for the colleges, and speaker events...There were 9 and 25 individual temporarily restricted funds that were overspent by a total of \$2,871,747 and \$3,789,986 at June 30, 2016 and 2015, respectively."

UW-Platteville staff stated the Foundation board of directors is working on a plan to resolve the remaining balance.

## IMPROVEMENTS IMPLEMENTED TO ENSURE ACCOUNTABILITY AND TRANSPARENCY

The UW System has taken decisive, transparent, and accountable steps to protect our universities, protect taxpayers, and improve the important relationship with affiliated foundations. These improvements ensure transparency for students, families, the Board of Regents, legislators and the general public.

**Annual University Attestations.** Chief Business Officers currently sign an annual attestation stating that all financial records are accurate and materially complete. Starting in fiscal year 2017, Chancellors will also sign this attestation.

**Documentation.** UW System Administration identified payments that were issued to the foundation because the donor intended the funds to be donated to the foundation. The UW System has documentation standards requiring all UW institutions to maintain complete records related to payments. Specifically, the UW Pre-audit Manual states that documentation must be "complete and understandable to an independent third party without additional information." This requirement was recommunicated to institutional finance staff on April 4, 2017, and information related to [documentation requirements](#) are also posted on the UW System website.

**Ex-officio and Non-Voting Members of the Board.** It is important to establish and maintain independence between our institutions and their related foundations. While it is common and reasonable for university officials to be foundation board members because of their official connection to the university, effective November 1, 2017, these officials must be ex-officio and non-voting members of the foundation board. This arrangement helps reinforce independence by ensuring that University officials have no voting control over the governance of the foundation.

**Independent Audits and Robust Reporting Requirements.** Affiliated foundations will now have more stringent reporting standards and all foundations will be required to provide a more detailed annual financial report. This will better capture potential payments to the affiliated foundation that might happen outside of the state or the institution's accounting process.

According to the *Foundation Principles*, foundations that receive annual contributions of \$300,000 - \$500,000 must have their annual financial report reviewed by an independent Certified Public Accountant (CPA). Foundations that receive annual contributions of more than \$500,000 must submit an independent audit each year. For FY 2017, this will result in all four-year UW institutions, two two-year UW institutions, and two real estate foundations providing audited financial reports. UW System financial staff will review each financial report to consider their general financial health and identify

any possible transactions between the foundation and UW institution. Additionally, UW System financial staff will review each statement for materiality, to determine whether each foundation should be captured in the UW System annual financial report.

### Memorandum of Understanding (MOUs)

In April 2017, each UW institution received the *Foundation Principles* document that contains a checklist of the requirements that must be included in a formal Memorandum of Understanding (MOU) agreement between a UW institution and its primary foundation, as well as any real estate foundation. These requirements were established by looking at [model principles established by the Association of Governing Boards of Universities and Colleges](#).

While many of the existing MOUs already contained these requirements, the affiliated foundation board must ratify an updated MOU by November 1, 2017 (with the exception of UW-Oshkosh due to pending litigation with the existing foundation). All UW institutions must be in compliance with the requirements by that date.

In addition to adhering to Board of Regents policies, the UW System requires that each foundation MOU include language that:

- Ensures both the University and Foundation understand the separate and legally independent nature of the Foundation,
- Includes a conflict of interest policy for the Foundation,
- Requires books and records be maintained in a professional, controlled and transparent manner and be available to the University as needed for oversight and monitoring
- Details the foundation's responsibility for asset stewardship, maintenance of tax-exempt status, and adherence to appropriate standards of accounting

## APPENDICES – TABLE OF CONTENTS

The report contains at least one example from each of Category Descriptions noted in the historical transaction review. Note that minor redactions have occurred in accordance with state and federal law, such as student names or bank account numbers.

APPENDIX A: UW System Foundation Principles (checklist for MOUs)

APPENDIX B: Association of Governing Boards of Universities and Colleges – Illustrative MOU Principles

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APPENDIX E: Contract Revenue Pass-through

APPENDIX F: Capital Building Project Example

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APPENDIX N: Patron Ticket Donation Example

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**Office of the President**

1700 Van Hise Hall  
1220 Linden Drive  
Madison, Wisconsin 53706-1559  
(608) 262-2321 Phone  
(608) 262-3985 Fax

e-mail: [rcross@uwsa.edu](mailto:rcross@uwsa.edu)  
website: [www.wisconsin.edu/](http://www.wisconsin.edu/)

**APPENDIX A:**

**UW System Foundation Principles  
(checklist for MOUs)**

DATE: April 18, 2017

TO: Chancellors

FROM: Ray Cross 

RE: Foundation Principles, Best Practices, and Requirements

As a result of our conversation at the March 31, some edits have been made to the Foundations Principles document. The final version is attached to this e-mail.

This document includes principles, best practices, and requirements. We expect all institutions to be in compliance with the requirements by Wednesday, November 1, 2017. Please consider any statement that includes “must” to be a requirement. Please consider any statement that includes “cannot” or “not permissible” or similar language as not allowable.

Please let me know in writing when your institution is in compliance with the requirements outlined in this document. Please contact Tom Stafford, Lori Stortz, or me if you have any questions.

CC: Regent Regina Millner  
Regent John Behling  
Executive Committee  
Tom Stafford  
Lori Stortz

**PRINCIPLES, BEST PRACTICES AND REQUIREMENTS RELATING TO THE  
RELATIONSHIP BETWEEN A UW UNIVERSITY OR UW COLLEGE AND ITS  
PRIMARY FUNDRAISING FOUNDATION AND ANY REAL ESTATE  
FOUNDATION\*\*\***

**Memorandum of Understanding**

Each UW University and UW College (hereinafter referred to as “University”) must have a memorandum of understanding (MOU) with its primary fundraising Foundation, and with any Real Estate Foundation, that lays out the respective responsibilities of the University and the Foundation as well as other necessary provisions. A list of operational practices follows, as does a general checklist for necessary provisions that must be included in each MOU.

**Operational Practices:**

1. Ensure that both parties (University and Foundation) understand the separate and legally independent nature of the Foundation and the core competencies the Foundation needs to operate (i.e. legal, audit, governance, etc.).
2. Ensure that both parties understand, in light of the highly visible and critical role of the Foundation, and the strong association that alumni, friends, and the public make between the University and the Foundation, that the University has an important and legitimate interest in the Foundation’s policies and actions.
3. Ensure that there is a conflict of interest policy for the Foundation.
4. Ensure the Foundation has appropriate articles of incorporation, bylaws, and board member criteria, including term limits, expectations, and minimum qualifications.
5. Ensure that Foundation Board members understand their fiduciary duty to the Foundation.
6. Ensure that Foundation Board members understand that the Foundation’s purpose is to support the University’s mission.

**General Checklist:**

Maintain a MOU between the University and Foundation that:

1. Clearly establishes the working relationship between the University and Foundation.
2. Assures the preservation of mission alignment over time.
3. Is periodically reviewed, assessed, and adapted in keeping with changing circumstances and the passage of time.
4. Ensures that the Foundation has policies, resolutions, and/or controls that define the circumstances, if any, in which University employees can approve transactions and enter into obligations on behalf of the Foundation. These policies, resolutions, and/or controls must define circumstances (e.g., dollar limits, long-term contracts) for which formal pre-approval and/or post-transaction review by the Foundation’s Board is required.



5. Ensures that the Foundation and the University define the services and support to be provided by the Foundation, including any fundraising activities, and the services and support to be provided by the University. Specific details regarding the services and support provided respectively by the Foundation and the University may be contained in a separate, operational agreement between the University and the Foundation that is reviewed and renewed annually.
6. Outlines methodology for any additional compensation or benefits to be paid to University leaders (compensation, housing, car, etc.) and that it be evaluated by both the University and Foundation to be appropriate, at market value, and defensible. The methodology chosen should express the clear understanding that the additional compensation or benefits is intended as remuneration for activities, such as fundraising, undertaken on behalf of the Foundation. (Note: This methodology needs to be included in MOU's only if applicable, i.e. if university chancellors or other leaders are paid (or are contemplated to be paid) any additional compensation or benefits.)
7. Establishes guidelines and conditions under which the MOU may be terminated and outlines a process for an orderly separation as well as the distribution of Foundation assets consistent with its articles of incorporation and bylaws.
8. Defines reciprocal responsibilities and mutual expectations regarding the frequency, content, and method of reporting between the University and Foundation, including a requirement for an annual independent audit of the Foundation be provided to the University if the Foundation receives annual contributions of \$500,000 or more. MOUs with Foundations that have annual contributions over \$300,000 and less than \$500,000 must require the Foundation to provide to the University a financial statement reviewed by an independent CPA. MOUs with Foundations that have annual contributions less than \$300,000 must state that the Foundation will provide an annual financial report to the University for informational purposes and potential review.
9. Describes generally the terms and processes by which Foundation funds and gifts, including gifts-in-kind, will be provided to and accepted by the University. Specific details regarding these terms and processes may be contained in a separate, operational agreement between the University and the Foundation that is reviewed and renewed annually.
10. Defines terms for the Foundation's use of the University's name, branding, and other University intellectual property.
11. Requires Foundation books and records be maintained in a professional manner and be available for review by the University.

## **Governance**

**Legal Separation of the University and its related Foundation:** A public University Foundation provides fundraising and development operations as a separate non-profit organization. As a separately incorporated entity, the Foundation's primary purpose is to support the University it serves through receiving, investing, and guaranteeing good stewardship of gifts. Having its own articles of incorporation, bylaws, board of directors, and officers, the Foundation must maintain a legal distance between itself and the public University it supports.

A Foundation has no formal or legal role in the governance of the University, the setting of academic priorities, or other matters that are part of the University's responsibilities. As with any other citizen board, the Foundation Board is free to express its opinions and, in some cases, the University may ask for the Foundation Board's thoughts about certain issues. Likewise, the University does not have a formal or legal role in the governance of the Foundation but may have representation on its board of directors, or otherwise provide input and advice on Foundation matters.

It is important to establish and maintain independence between the University and its related Foundation. Blurring of these lines could lead to the conclusion that the Foundation is insufficiently separate from the University and is, therefore, subject to statutes and rules governing the University.

**University Officials on Foundation Board:** It is common and reasonable for University officials to be members of the Foundation Board because of their official connection to the University, which the Foundation is formed to support. However, these officials must be ex-officio and non-voting members of the Foundation Board. This arrangement helps to demonstrate independence by ensuring that University officials have no voting control over governance of the Foundation. Under this approach, if the ex-officio member of the Board is paid by the University, then he/she must not have voting power.

As with any other non-voting, ex-officio member of the Foundation Board, the University Chancellor can nominate individuals for Board membership, but the final decision on new members (and officers) is the prerogative of the voting members of the Board. Foundations should have membership or nomination committees, or similar processes, for nominating Board members. To further demonstrate Foundation independence from the University, the number of University employees on the Board must be kept to a minimum and preferably should not exceed two or three members depending on the size of the Board. In no circumstance may University employees constitute a majority of the Foundation Board.

**Oversight by the Board of Regents, System President, and Chancellors of Foundation Real Estate Projects:** The Board of Regents, System President, and Chancellors must have oversight responsibility over real estate projects undertaken by Foundations, particularly where state resources such as real property or funding are involved in the projects.

Since Foundations exist solely to support the University with whom they are affiliated, such real estate projects require the involvement and support of the University Chancellor. Real estate

projects for which the Chancellor would have otherwise needed to seek Board of Regents or System President approval had they been University projects must be brought to the attention of the Board and System President by the Chancellor before the planning process begins and before commitments are made by the University or Foundation.

Projects that are planned to occur on state land, with state bonding, or with other state resources requiring approval of the Department of Administration or Governor, and legislative support, must also be brought to the attention of the Board of Regents and System President by the Chancellor before the planning process begins and before commitments are made by the University or Foundation. Such projects likely will require involvement by DOA, the Governor's Office, and/or legislators as they are being developed.

**Ethical Obligations of University Employees Serving on a Foundation Board:** University personnel serving on a Foundation Board are covered by conflict of interest laws applicable to directors of non-profit organizations (Section 181.0831, Wisconsin Statutes) and any requirements imposed by the Foundation Board's bylaws, articles of incorporation, or resolutions. These ethical obligations are in addition to those contained in UWS Chapter 8, Wisconsin Administrative Code (Unclassified Staff Code of Ethics), and for University employees who are public officials, those contained in Subchapter III of Chapter 19 of the Wisconsin Statutes (Code of Ethics for Public Officials).

### **Personnel**

**Hiring of a New Chancellor:** The hiring of a new Chancellor is a responsibility of the Board of Regents and the UW System President. Foundation Board members may be asked by the System President to serve as community members on the University search and screen committee. Additionally, during the University interview process, a courtesy meeting between candidates and Foundation representatives would be appropriate. The Foundation cannot have controlling involvement in hiring a new Chancellor.

**Provision of Additional Chancellor Compensation:** Upon approval of the Foundation Board, it is acceptable for the Foundation to provide income supplements to fund a portion of the Chancellor's salary.

Any supplement or compensation provided to a Chancellor by a Foundation must be approved by the Board of Regents and the System President to ensure that the Chancellor is not in violation of University policies and state law. The Board of Regents and System President hire Chancellors and set their compensation levels, and they must approve in advance any compensation provided to a Chancellor from the Foundation. Total compensation, including that provided by the Foundation, must be within the Board approved compensation ranges and will depend on those factors used by the Board and President to set and adjust Chancellor compensation. Foundation payments must be deposited with the University. The University then uses the funds to payroll the Chancellor. Direct payment of compensation by a Foundation to a Chancellor is not permitted.

**Provision of Additional Compensation for Other University Employees:** Upon approval of the Foundation Board, it is acceptable for the Foundation to fund a portion of a University employee's salary. This includes such practices as endowing chairs and faculty positions, or augmenting the compensation provided to coaches. Again, any supplement or compensation provided to a University employee must be approved by the University hiring authority to ensure compliance with University policies and state law. In those situations, Foundation payments are deposited with the University. The University then uses the funds to payroll the individual. Direct payment of compensation by a Foundation to a University employee is not permitted.

**Hiring and Evaluating the Executive Director of the Foundation:** The Foundation Board is typically responsible for hiring and evaluating the Executive Director of the Foundation. When the Executive Director position is completely separate from the University, Foundations are encouraged to obtain input from the University in the hiring and evaluation process in order to preserve or build the close relationship that needs to exist between both entities.

It is preferred that the Executive Director of the Foundation be hired and paid for by the Foundation. However, the expense required to do this for modest and growing Foundations may render this option difficult. Thus the dual-role title is a common practice, in Wisconsin and elsewhere, but must be managed to minimize potential conflicts.

At times, a University employee (e.g., the Vice Chancellor for Advancement/Chief Advancement Officer) is given the title of Executive Director of the Foundation. This dual title means that a state employee is hired (and paid) as the executive leader of a separate nonprofit organization in order to perform necessary administrative functions. It might be possible to designate a University official as an official liaison to the Foundation to assist with the logistics involved in managing and operating the Foundation without naming that employee Executive Director, but appropriate care should be taken in accounting for the services provided to the Foundation. A Foundation may fund the portion of the University employee's time that is spent undertaking activities directly tied to the role as Executive Director of the Foundation. Any funding arrangement must be documented and may be done via a direct transfer of Foundation funds to the University or through an in-kind arrangement spelled out in the MOU or in the separate, related annual operational agreement that is in place between the University and the Foundation.

The University Chancellor holds full and sole authority to hire and evaluate the Vice Chancellor for Advancement/Chief Advancement Officer when that person is employed by the University and also serves as the Foundation Executive Director. The University is the employer and therefore has this responsibility. The Foundation does have an interest in who fills the Executive Director position and how well they perform the Foundation-related administrative duties assigned to them. As such, it is desirable that the Foundation Board have a non-decision-making role in the hiring and evaluation when the individual holds both titles.

**Hiring and Evaluating Other University Personnel Whose Positions Are Funded from Foundation Resources:** Resources provided through the Foundation commonly fund, in whole or in part, a number of University positions (e.g. endowed chairs, coaches, and administrative positions that support development and development related activities such as accounting). The

University is the employer and therefore has sole hiring, supervision, and evaluation responsibilities. In most cases, the University employee will have no direct relationship with the Foundation outside of funding for the position, and the Foundation will not have a role in the hiring or evaluation of the employee. Where the employee does have a direct role in assisting with Foundation-related activities, the University may request that the Foundation communicate with the Chancellor or Chief Advancement Officer regarding the employee's performance.

**University Employees Must Not Directly Receive Any Payments from the Foundation for Services or Honoraria:** For accounting and tax reasons, payments to University employees for services, including any awards or honoraria, must be made through the University's payroll system. If the Foundation in a separate transaction has provided funds to the University to cover such payments, the Foundation should be acknowledged as the source of funds.

**Reimbursements to University Employees from the Foundation:** University employee business expenses that are allowable under University rules and guidelines should preferably be reimbursed through the University's business expense systems rather than through direct reimbursement from the Foundation. The Foundation, in a separate transaction, may provide funds to the University that cover such expenses generally. If a University employee seeks direct reimbursement from a Foundation for a business expense, in accordance with University or state rules and requirements, the Foundation should ensure proper accounting for reimbursements in accordance with IRS rules.

Universities and Foundations are required to adopt guidelines that assist in determining which reimbursements will be acceptable.

## **Finances**

**Funds Donated to a Foundation:** If a check is made payable to the Foundation, the funds belong to the Foundation. If a gift instrument names the Foundation, or the gift instrument or other documented extrinsic evidence otherwise indicate the donor's intent to gift to the Foundation, the gift must be deposited with the Foundation. When funds are donated to the Foundation, it is important to understand that the intent of the donor is to give to projects of the University. Thus these funds are managed by the Foundation but for support of the University. However, only the Foundation Board can approve a transfer of Foundation funds to the University, and the University has no authority to direct the Foundation to transfer funds to the University. It is also important to recognize that once Foundation funds are deposited in University accounts, they are state funds and are fully subject to all state law requirements and restrictions.

**Funds Donated to a University:** Wisconsin Statutes, Section 36.29(4) prohibits reassignment of donations from the University to the Foundation. Thus, if a check is made payable to the University, or a gift instrument names the University, the funds presumptively belong to the University, and must be deposited accordingly in University accounts. However, for any donation, it is necessary to establish donor intent. If a check or gift instrument names the University, but there is documented extrinsic evidence establishing donor intent to direct the

check or gift to the Foundation, then the check or gift are Foundation funds and must be deposited with the Foundation. If a check or gift instrument names the University, and there is no documented extrinsic evidence establishing donor intent to direct the check or gift to the Foundation, then the check or gift are University funds and must be deposited in University accounts. It is very important to recognize that once funds are received by the University, they are state funds and are fully subject to all state law requirements and restrictions. Such funds must not be deposited with the Foundation or transferred to the Foundation, as a means of avoiding state law requirements and restrictions on the use of state funds.

**Funds Derived from University Revenue Producing Activities:** Funds derived from University revenue producing activities, such as fees for services or use of university facilities, revenues from ticket sales, registration fees, and similar activities, or from grants, contracts or business arrangements, belong to the University and all such funds must be deposited directly with the University into appropriate accounts. Such funds must not be deposited with the Foundation or transferred to the Foundation, as a means of avoiding state law requirements and restrictions on the use of state funds.

**University funds cannot be transferred, gifted or loaned to the Foundation:** The University cannot transfer, gift, or loan state funds to the Foundation. University funds are “state” funds regardless of the funding source (e.g., General Purpose Revenue, Program Revenue, gifts and grants, tuition, etc.) This includes Foundation funds that have passed through the University. State funds include funding generated by the University, funding provided by the state, and also funding given to the University by the Foundation. As stated above, all University funds, regardless of source, are subject to the same restrictions that govern use of “state” funds. The University only may make such funding available to the Foundation in exchange for specific related services or other forms of consideration that the Foundation might provide.

**Use of State Funds for the Hiring of University Personnel to Raise Funds for the University through the Foundation:** Personnel hired and paid by the University in order to raise funds for the University are in the employ of the University, not the Foundation. If successful, these employees are a good investment for the University’s future. It is common practice for Universities to pay for these individuals from University budgets. The total state resources used to support fundraising personnel and activities need to be weighed against the benefits to the University derived from the investment, as well as alternative demands on those resources.

**Direct Purchases by a Foundation for Equipment, Services or Other Purposes on the University’s Behalf:** Nearly all the funds raised and deposited in Foundation accounts will eventually be transferred to the University’s gift fund budget and spent strictly according to state requirements and donor intent. In unusual circumstances, funds may be spent directly by the Foundation for equipment, services, or other purposes on the University’s behalf. When this is done, it is important that the University and Foundation are aware of UW policies and guidance that may govern or affect such expenditures and that appropriate accounting measures are in place. Adequate justification must be provided for why University funds could not be used to make the expenditure, and documentation must be provided supporting the expenditure. The request for payment of the expenditure must be approved by the Chancellor or designee. Foundations also must have clearly defined internal policies and procedures guiding this type of

direct payment using donor funds. If applicable, internal Foundation legal, finance, and fund administration departments should be consulted and should provide approval.

**The University Cannot Allow Direct Payments to Student Recipients of Scholarships, Fellowships or Similar Awards:** The University cannot allow direct payments to students for scholarships, fellowships, prizes, and similar awards. Federal financial aid reporting rules require accounting for financial aid payments by the University and its affiliates. Foundations are unlikely to have the processes in place necessary to assure compliance.

**Use of Foundation Funds Obviously Must Comply Strictly with Donor Intent:** Funds that are deposited in restricted accounts at the Foundation to be used for specified purposes such as scholarships must not be used, even temporarily, for any purpose other than that which the donor intended. The Foundation must not borrow, loan, or transfer monies from restricted accounts for any purpose.

### **Use of University Space and Assets**

**University Allocation of Space at the University for a Foundation's Business Activities:** Ideally, a Foundation would have its own office space, showing a physical separation from the University. If the Foundation is allocated space at the University, which is common across the country, the MOU between the University and Foundation, or the related operational agreement between the University and Foundation, must include the rent the Foundation will pay for use of the space, or that the Foundation may use such space rent-free as an "in-kind" payment by the University for specified services rendered by the Foundation. Rent or in-kind payments must be documented by the University at the fair market rate for the space.

**University Assets Cannot be Gifted or Loaned to the Foundation:** The University cannot "gift" or loan equipment, personnel time, or other assets to a Foundation. The University may make such assets available to the Foundation in exchange for specific related services, payments, and other forms of remuneration that the Foundation might provide as described in the MOU or related operational agreement. University assets (equipment, etc.) are "state" assets regardless of the funding source (General Purpose Revenue, Program Revenue, Foundation gifts, etc.) used to secure the asset.

### **Public Records**

Maintenance of a Foundation in accordance with these principles and practices should mean that a UW Foundation is not subject to the Wisconsin Public Records Law. While a Wisconsin appellate court has not ruled on this issue, some courts in other states have found their public university foundations to be entities subject to their public records laws. Even if the Wisconsin Public Records Law were found to apply, the law contains protection for specific records where the public interest in confidentiality outweighs the public interest in release of the record.

Requests for records of the Foundation should be reviewed with both Foundation and University legal counsel so that the appropriate decisions can be made regarding records release. To place

the Foundation in the best possible position, requests for donor confidentiality should be well-documented.

### **Capital Projects and Related Debt**

**A University Must Not Secure or Guarantee a Foundation's Debt:** A Foundation cannot legally obligate the University to secure the financing of a capital project for the benefit of the University. As a state agency, the University cannot secure or guarantee the debt or obligations of a private entity like the Foundation. Any such guarantee violates the state constitution and state statute.

**Foundation Undertaking and Paying for a Capital Project:** If the project will require commitment of state funding or income streams for maintaining the project or otherwise obligate the University in the future, a discussion between the Foundation and the University must occur as the project is being planned. If it appears that the University will not be able to maintain the facility, then the project must not continue unless maintenance will be paid for through other Foundation resources.

**Foundation's Role in Capital Projects That Include Gift Funding:** Gift funds provided by a Foundation may be a source of revenue for cash deposits into a state capital project. The gift funds can cover the full cost of the project or any portion. The UW System Gift Funding Policy for capital projects is available at: <https://www.wisconsin.edu/regents/policies/funding-of-university-facilities-capital-costs/>

**A Foundation May Hold and Develop Property for the Benefit of the University:** Foundations may acquire property for the benefit of the University, either directly or through the creation of a subsidiary real estate Foundation. Such property may subsequently be given to the University, or made available for University use through a use or management agreement or other appropriate arrangement. If a Foundation funds a development on private land that will be of benefit to the University (e.g., a private residence hall adjacent to the University), competitive bidding procedures must be used in constructing the project. Foundations and subsidiaries may construct, own, and operate such facilities without Board of Regents or State Building Commission approval if the facility is financed and operated independently of the University. If the facility has financial or operational ties to the University, the University advancement and planning offices must consult with the UW System Office of Capital Planning and Budget (and with the UW System Office of General Counsel) to determine an appropriate arrangement.

**Dummy Building Corporation Concerns with Respect to Foundation Building Projects:** Prior to the amendment of Article VIII, Section 7(2)(d) of the Wisconsin Constitution in 1969, the state was prohibited from incurring debt except in very limited circumstances. This created significant problems with respect to financing large construction projects and led to the use of "dummy building corporations." Dummy building corporations were non-profit shell corporations, where state officials acted as the corporate officers. Both the Regents of the University of Wisconsin (the predecessor to the current Board of Regents) and the Regents of the



State Colleges (the former governing board of the comprehensive campuses) created dummy corporations in order to finance construction projects for the campuses. The dummy corporations would enter into a lease for a facility with the University and use the lease to secure financing from banks and other financial institutions. The state would be neither a guarantor nor cosigner of the debt, but would, in effect, pay off the corporation's debt.

In 1969, the Constitution was amended to permit the state to contract public debt, while prohibiting the use of dummy building corporations. Section 7(2)(d) of the Constitution, as amended, reads as follows:

(d) No money shall be paid out of the treasury, with respect to any lease, sublease or other agreement entered into after January 1, 1971, to the Wisconsin State Agencies Building Corporation, Wisconsin State Colleges Building Corporation, Wisconsin State Public Building Corporation, Wisconsin University Building Corporation or any Similar entity existing or operating for similar purposes pursuant to which such nonprofit corporation or such other entity undertakes to finance or provide a facility for use or occupancy by the state or an agency, department or instrumentality thereof.

Interpreting this amended provision of the constitution in *State ex. rel. Warren v. Nusbaum*, 59 Wis.2d 391, 208 N.W.2d 780 (1973); the Wisconsin Supreme Court held:

The purpose of this section [Art. VIII, Sec. 7(2)(d)] was to prevent the utilization of state money to liquidate the construction debts of nonprofit corporations established to provide facilities for the use or occupancy of the state. \* \* \*

Sec. 7(2)(d), art. VIII, Wis. Const., does not prevent all nonprofit organizations or corporations established for a public purpose, from carrying on that purpose. It prohibits the type of indirect financing [used by dummy building agreements]. Where no state money is appropriated out of the state treasury for the purpose of meeting the state's obligations under such an agreement, sec. 7(2)(d), art. VIII is not violated.

*Nusbaum*, 59 Wis.2d at 427, 208 N.W.2d at 802.

Over the past few years, as demand for facilities has increased faster than available state funds, additional emphasis has been placed upon the use of external monies to fund University facilities. Various arrangements have been proposed, but in general, any attempt to utilize the state's credit or state funds as collateral and any attempt to guarantee or otherwise secure a loan based upon the state purchasing or otherwise acquiring a facility has been rejected as inconsistent with the constitution and cannot be allowed.

Additionally, it is quite clear that any lease-purchase arrangement with a non-profit would violate the Constitution and cannot be allowed. Any attempt to have a non-profit build a building and have the University buy the building for the amount of the indebtedness would be constitutionally impermissible.

In general, it appears that the only viable way to accept the financial assistance of a private nonprofit foundation is if the assistance is provided with no strings attached, thereby ensuring that no money is paid out of the state treasury to the foundation to directly or indirectly fund a capital project. The transaction as a whole has to be examined and a number of questions would have to be answered.

### **Periodic Reports and Accounting Requirements**

**Periodic Reports to the University:** The Foundation must provide to the University periodic information regarding funds raised by the Foundation. Language must be included in the MOU between the Foundation and the University stating that the Foundation will submit an annual financial statement and annual independent audit to the University. Except that, as provided for in Wis. Stats., Section 202.11, the MOU with a Foundation that receives annual contributions of less than \$500,000 and over \$300,000 must state that the Foundation will submit to the University a financial statement reviewed by an independent CPA. Foundations that receive annual contributions equal to or less than \$300,000 must submit an annual financial report to the University for informational purposes and potential review.

**Applicability of GASB Standards:** The authority of the Governmental Accounting Standards Board (GASB) to establish standards for determining when affiliated organizations must be included within the financial statements of a public university or other governmental entity must be recognized by the Foundation in the MOU between the Foundation and the University. Accordingly, the Foundation must agree in the MOU to provide the University, upon request, all information required to be in compliance with pronouncements from GASB or with any applicable state law.

### **Data/Public Records Law**

**Data Sharing Agreement:** It is a best practice for a University and related Foundation to agree in writing (preferably in the MOU) regarding location, ownership and sharing of student, alumni, and donor data and records. These types of information routinely are shared among Foundation and University employees. Without a clear understanding regarding data location, ownership and sharing, risks increase for liability and/or compliance issues under the state public records law and the federal Family Educational Rights and Privacy Act (FERPA). It should be understood that records held by the University are generally subject to the state public records law.

### **Tax Law Compliance**

Federal and state tax law create complexities with gift acceptance, payments to both UW and foundation employees (even if indirect), and tax exempt status. Both UW institutions and Foundations should seek help from legal counsel and controllers regarding any transactions that could have tax implications.

**\*\*\*NOTE\*\*\* This document is substantially based on a draft document entitled “General Considerations and Discussion of Commonly-asked Questions Concerning Advancement, Fundraising, Development, and Foundations,” dated October 9, 2013, and prepared by Don Gray, former Senior Special Assistant, UW System and Chris Ashley, former Deputy General Counsel, UW System.**

Last edited: April 18, 2017

**APPENDIX B:**

Association of Governing Boards of Universities  
and Colleges – Illustrative MOU Principles



# Illustrative Memorandum of Understanding

**Between a Public Institution  
or System and an Affiliated  
Foundation**



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1133 20th St. NW, Suite 300, Washington, D.C. 20036

## ABOUT AGB

Since 1921, the Association of Governing Boards of Universities and Colleges (AGB) has had one mission: to strengthen and protect this country's unique form of institutional governance through its research, services, and advocacy. Serving more than 1,280 member boards, nearly 2,000 institutions, and 35,000 individuals, AGB is the only national organization providing university and college presidents, board chairs, trustees, and board professionals of both public and private institutions and institutionally related foundations with resources that enhance their effectiveness.

In accordance with its mission, AGB has developed programs and services that strengthen the partnership between the president and governing board; provide guidance to regents and trustees; identify issues that affect tomorrow's decision making; and foster cooperation among all constituencies in higher education. For more information, visit [www.agb.org](http://www.agb.org).

# Illustrative Memorandum of Understanding

**Between a Public Institution or  
System and an Affiliated Foundation**

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## Institution-Foundation MOUs: Recommended Principles and Practices

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**I**nstitutionally related foundations play a vital role in advancing the missions of public colleges and universities, serving as gift repositories, fundraisers, asset managers, and advocates, and undertaking real-property projects and other entrepreneurial ventures. When well-structured, foundation-institution partnerships enable public colleges and universities to leverage opportunities and resources otherwise unavailable to state entities and to engage the talent, insights, relationships, and financial support of community, business, and philanthropic leaders. The close integration of public and private entities may, however, create concerns about external influence over institutional affairs, conflicts of interest, and transparency and accountability. In 2005, the Association of Governing Boards of Universities and Colleges (AGB) and the Council for Advancement and Support of Education (CASE), working with a national task force, developed an illustrative memorandum of understanding (MOU) that was widely promulgated and served as a model for many institutions and systems. The 2005 illustrative MOU provided a catalyst and starting point for conversations among institution and foundation leaders about the role of foundations, the structure of development, and the respective responsibilities of institution and foundation boards. While the principles informing the 2005 MOU remain sound, the context in which foundations operate has changed significantly.

The growing need for private support is leading many institutions to explore changes to the structure of their development programs and encourage their foundations to play a more-active role in fundraising and assume increased responsibility for real estate projects. At the same time, institution administrators and boards may feel the need to exercise increasing levels of oversight over affiliated entities that represent important institutional resources and potential risks that might fall outside of the parameters of the institution's risk management practices. To help public institutions and foundations adapt to these changes, AGB, working with CASE and an advisory group of public higher education leaders, has revised the 2005 illustrative MOU, including guidance on issues that should be taken into consideration when thinking about foundation-institution partnerships and recommended practices for the development and implementation of MOUs. It should be emphasized that there is no definitive best model for foundation-institution partnerships; the illustrative MOU is presented as a starting point for a collaborative process of assessment and strategic thinking about how the foundation and institution can most-effectively work together. When developing an MOU, legislative or regulatory regimes, institution or system policies, institutional culture, financial considerations, and strategic objectives must be considered to identify the best model for a particular institution at a given point in time.



## FOUNDATION INDEPENDENCE

Changed contexts and perceptions related to foundation independence merit special consideration. For several decades, foundation leaders saw foundation independence as a vital means of safeguarding donor privacy, ensuring foundations' ability to fulfill their fiduciary obligations and enhancing flexibility and fundraising capacity. AGB's 1994 publication, "College and University Foundations," outlined two different taxonomies that characterized foundations by relative degrees of institutional control, financial independence, operational autonomy, and scope of responsibilities. Foundations were seen as ranging from small, passive entities that served primarily as gift repositories and endowment managers, to robust, autonomous organizations that executed a comprehensive range of advancement and entrepreneurial services on behalf of their institutions. Endowment size, financial and operational independence, and board engagement were loosely correlated with fundraising capacity. The same publication included an analysis of court rulings on the applicability of state freedom of information laws to affiliated foundations. This and subsequent research suggested that organizational independence was a key factor in determining whether foundations should be treated as private corporations or state entities. In the past decade, however, court rulings, state legislation, changes in system policy, and heightened standards of accountability have changed. In California and Iowa, for instance, legislative and judicial actions have opened foundation records but created some protections for donor information. Recognizing the importance of transparency in sustaining trust, many foundations are increasingly opting to voluntarily disclose information to the extent possible without compromising donor privacy or business-sensitive information. The need to operate more efficiently, better share information, and demonstrate transparency has also led some institutions and foundations to integrate select functions. AGB's research suggests, however, that most foundation leaders believe that a degree of independence remains essential for foundations to fulfill their fiduciary responsibilities and advance their missions. The appropriate degree of independence for any foundation will be determined by multiple factors, including state law, system policy, financial resources, functions performed by the foundation, and institutional culture and history.

Well-crafted MOUs help clarify the boundaries between institution and foundation, identify and document state resources used by the foundation, clarify respective responsibilities for functions that may be conducted jointly by the foundation and institution, clarify relationships between institution and foundation staff, and affirm the foundation's status as an independently governed charitable corporation. When revising or developing a new MOU, institutions and foundations should ask if the relationship articulated in the MOU ensures that the foundation board has the capacity to exercise independent judgment in fulfilling its fiduciary obligations and commitments to donors. Legal counsel should be consulted to determine whether the terms of the MOU increase the likelihood that the foundation would be treated as a public entity subject to open records laws, prevailing wage standards, or other regulations applicable to state institutions that would limit its ability to serve its mission and advance institutional

priorities. Finally, the financial and operational implications of the MOU for both institution and foundation should be examined. An MOU that mandates a high degree of independence may incur spending on redundant staff or operational resources rather than putting funds to use in ways that could more efficiently advance institutional priorities.

## **PURPOSES OF THE MOU**

- ✧ Thoughtfully undertaken, the process of developing or updating the MOU provides an opportunity for both institution and foundation leaders to examine how the foundation can most effectively advance the mission of the institution, develop a shared vision for the future partnership, and clarify mutual expectations and responsibilities.
- ✧ The MOU enumerates the primary ways in which the foundation supports the institution and clearly delineates the responsibilities of the foundation in its relationship with the institution and the institution with respect to the foundation.
- ✧ The MOU affirms the independent corporate status of the affiliated foundation and articulates the ways in which it fulfills its charitable purpose of institutional support. (The corporate status of affiliated foundations may also be addressed in state law or system policy.)
- ✧ The MOU provides transparency and accountability regarding the use of both state and private resources.
- ✧ The MOU documents the expectations of the institution or system and confirms the status of the foundation as a representative of the institution in its interactions with donors and the public. The MOU serves as an enforceable contract, but perhaps more importantly, it memorializes agreements about key elements of the foundation-institution relationship, providing a shared point of reference should disagreements between the foundation and institution arise.
- ✧ MOUs provide a vital source of continuity through leadership transitions and serve as an important tool to educate new administrators and board members, as well as external constituents, about the role of the foundation and its relationship with the primary institution.

## **THE MOU: PRINCIPLES, PROCESS, AND IMPLEMENTATION**

- ✧ The dialogue informing the development of the MOU may be more important than the resulting contract. Any effective foundation-institution partnership must be based on mutual understanding and trust. The MOU process, thoughtfully undertaken, is an invaluable means of fostering this.
- ✧ The institution president or chancellor, the chair or other representative of the institution's governing board, the foundation chief executive, and the foundation board chair should all participate in the process of developing the MOU and be signatories to the final document. This responsibility should not be delegated from the start to attorneys or other representatives. Discussion among the principle stakeholders helps to ensure that the final MOU will reflect a genuine consensus and address strategic issues rather than legal quibbles.

- ✧ The MOU process may follow naturally from strategic or campaign planning as a means of identifying how the foundation can most-effectively advance institutional priorities and objectives. An MOU developed in response to a specific conflict or issue will likely do little to foster effective collaboration and may limit the flexibility that is one of the benefits of a foundation.
- ✧ The MOU is intended to provide stability and continuity, but it should be reviewed on some regular basis. As noted above, the conclusion or planning of a campaign or development of a new strategic plan may provide the catalyst for revisiting the MOU, but absent such transitional events, the foundation and institution should review the MOU every five years or so. The review process provides an occasion for reflection on ways the foundation might be more effectively engaged. It can also help ensure that new staff and volunteer leaders understand the terms of the relationship, preclude mission drift or unwitting departure from policy, and head off potential conflicts.
- ✧ A joint retreat including the foundation and institution boards and staff provides a valuable opportunity to assess the existing relationship and explore ways to enhance and strengthen the partnership prior to review and revision of the MOU.
- ✧ An external facilitator with a sound understanding of institutionally related foundations can provide valuable insights into the way alternative foundation-institution models work and help ensure that the process is perceived as equitable.
- ✧ The MOU need not address every aspect of the foundation-institution relationship; existing institution and foundation policies may simply be referenced, and issues that are likely to require more regular reconsideration can be addressed in additional agreements.
- ✧ While MOUs serve important legal purposes, they should, to the extent possible, be written in plain language. An unduly legalistic MOU is less useful as a tool to orient and educate board members and may occlude rather than provide transparency regarding the foundation-institution relationship. For similar reasons, the MOU should not be so lengthy or detailed as to preclude easy perusal.

## ELEMENTS FOR POSSIBLE INCLUSION IN THE MOU

Not every MOU will address the same elements, but the following issues should be discussed and considered for inclusion:

### **Foundation-Institution Relationship**

- An introduction summarizing the overall relationship between the foundation and its affiliated institution or system. This statement should broadly define the foundation's responsibilities and clarify the foundation's standing as an independent public trust, specifying that assets held by the foundation are dedicated to support the mission of the affiliated institution or system.

- Designation of the foundation as the repository for gifts made in support of the institution in accordance with state law or institution policy and reference to policies regarding the acceptance of restricted gifts. The foundation's use of the institution's name and service marks/trademarks and the institution's use of the foundation's name and service marks/trademarks. A brief description of overlapping board structures, joint meetings, and reporting relationships of the foundation chief executive if he or she also serves as an officer of the institution. (Foundation bylaws typically enumerate institution administrators and others designated as ex-officio members of the foundation board.)

#### **Responsibilities of the Institution or System**

- A statement of the institution board's responsibilities relating to determination of institutional mission and priorities, employment and compensation of university employees, oversight of university operations, and other key issues where the work of the foundation and institution intersect.
- A description of the ways institutional priorities and objectives and other information essential to the foundation's ability to fulfill its mission will be shared with the foundation.

#### **Responsibilities of the Foundation**

- A statement of the foundation board's responsibilities for investment and stewardship of foundation assets, employment and compensation of foundation employees, and operational oversight and risk management.
- A statement of the foundation's responsibility to comply with state and federal laws, maintain its tax-exempt status, and avoid or properly manage potential conflicts of interest involving staff or board members.
- A description of the appropriate ways in which the foundation board may participate in advocacy efforts on behalf of the institution.
- A description of services and resources provided by the foundation in support of the institution, and notification of any change in business purpose or scope.
- A description of donor and alumni records owned by the foundation and provisions for the use of such data by the institution, if allowable by law.
- A description of required reporting, audits, and other accountability practices.

#### **Finances and Administration**

- A description of the reporting relationship of the foundation chief executive and authority for hiring, assessment, determination of compensation, and termination of the foundation chief executive.

- A description of compensation or other benefits provided by the foundation to institution administrators or staff.
- A description of how the foundation is financed, including a summary of institution resources (including staff, if any) provided for use by the foundation.
- Provisions for the use of unrestricted gifts.

#### **Terms of the MOU**

- A provision for updating and periodic review of the MOU.
- Definitions of terms and conditions, including circumstances for terminating the relationship or the dissolution of the foundation and distribution of the assets it holds. The MOU might also specify processes by which conflicts can be managed and mitigated.
- A formal adoption of the MOU by the institution's and/or system governing board's leaders and the foundation board's leadership.

### **A NOTE ON SYSTEMS AND SYSTEM FOUNDATIONS**

System foundations may receive and manage resources supporting the system as a whole or manage endowments and other long-term investments on behalf of multiple campus foundations or accounts. Similarly, they may coordinate and support fundraising and provide development services for campuses across a system, provide support for planned giving or other specialized services for campus foundations/development programs, or play little role in supporting campus development. MOUs may, accordingly, vary widely from the illustrative model that follows, but many of the principles and practices outlined above remain applicable.

MOUs of foundations supporting campuses overseen by a system board may also vary from those affiliated with institutions with individual campus governing boards. While boards with oversight responsibility for multiple campuses may be tempted to mandate a uniform MOU for use with all foundations affiliated with campuses within the system, such an approach undermines the value of the MOU process, eliminating strategic discussion about the most-effective ways foundations can support their affiliated campuses and imposing structures that may not be well adapted to the specific circumstances of individual campuses and foundations. System boards do, however, have a fiduciary responsibility for the campuses under their oversight and may adopt policies for campus relationships with affiliated entities such as minimum reporting requirements and financial controls, limitations on the use of state resources, rules regarding compensation of institution employees by the foundation, and elements to be addressed in campus-foundation MOUs.

## Illustrative Memorandum of Understanding Between a Public Institution or System and an Affiliated Foundation

*Note: AGB commends this illustrative memorandum of understanding to their members for consideration when drafting or revising their own such documents. The following illustrative document includes examples of best practice that each foundation and public institution or system should consider based upon their own needs and relationships. Foundations and institutions are encouraged to consult with legal counsel when developing an MOU to ensure that the final document conforms to federal and state laws and policies.*

THIS AGREEMENT was entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the \_\_\_\_\_ [name of institution or system (the Institution)] and the \_\_\_\_\_ [name of the foundation (the Foundation)].

- ☞ The Foundation was organized and incorporated in \_\_\_\_ [year] for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the Institution.
- ☞ The Foundation exists to raise and manage private resources supporting the mission and priorities of the Institution, provide opportunities for students, and contribute to institutional excellence.
- ☞ The Foundation is dedicated to assisting the Institution by fostering a culture of philanthropy, growing the endowment, and providing financial and other support for long-term academic and other institutional priorities. *[Note: The MOU should identify specific functions such as real-property management or other entrepreneurial work assumed by the foundation in addition to or in lieu of fundraising responsibilities.]*
- ☞ As stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the Institution; soliciting cash, securities, real and intellectual property, and other private resources for the support of the Institution; and acknowledging and stewarding such gifts in accordance with donor intent and fiduciary responsibilities.
- ☞ The Institution designates the Foundation as the repository of private gifts made in support of the Institution unless otherwise specified by the donor. This provision might address whether the foundation can endorse checks made out to the university for gifts.
- ☞ In connection with its fundraising and asset-management activities, the Foundation retains personnel with expertise in advancement services, fundraising, gift planning, investment management, and other capacities necessary for the fulfillment of its mission and works with the Institution to assist and advise in such activities. *[Note: Not all foundations retain personnel; in such instances, personnel conducting foundation business report to other institutional staff, but the foundation board may be engaged in assessment processes and hiring and compensation decisions.]*

- ✧ The Foundation and the Institution will jointly establish gift-acceptance policies, naming policies, and provisions for the establishment of scholarships, chairs, and other endowed purposes.
- ✧ Consistent with its mission to help to advance the plans and objectives of the Institution, the Foundation is allowed to associate the name “Institution” in connection with the operations of the foundation; however, the Foundation will operate under its own seal and logotype and shall not use the university seal or other identifying marks in the promotion of its business and activities. *[Note: It is not unusual for foundations, upon mutual agreement, to have the authority to use the institution’s seal and marks.]*
- ✧ In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## INSTITUTION OR SYSTEM RESPONSIBILITIES

- ✧ The Governing Board of the Institution is responsible for overseeing the mission, leadership, and operations of the institution.
- ✧ The Governing Board of the Institution is responsible for determining philanthropic and strategic priorities.
- ✧ The Governing Board of the Institution is legally responsible for the performance and oversight of all aspects of Institution operations.
- ✧ The Governing Board of the Institution is responsible for the employment, compensation, and evaluation of all Institution employees, including the President or Chancellor (“President”). *[Note: In some cases, the foundation may provide funds to supplement the compensation of the institution’s chief executive. The governing board, however, remains solely responsible for setting total compensation and evaluating the performance of the chief executive.]*
- ✧ The Institution President is responsible for communicating on a regular basis the priorities and long-term plans of the Institution, as approved by the Governing Board, to the Foundation.
- ✧ The Institution recognizes that the Foundation is a separate, private corporation with the authority to keep all records and data confidential, consistent with the law.
- ✧ The President of the Institution shall serve as an ex-officio member of the Foundation Board and shall assume a prominent role in fundraising activities. *[Note: This can be with or without vote. Consult legal counsel for the most appropriate structure, and factor that into the language.]*
- ✧ The Chief Executive of the Foundation shall be included as a member of the Institution President’s cabinet and senior administrative team. *[Note: If the foundation is totally independent, the chief executive should have regular access to this group, and language in this document should reflect this.]*



- ✧ The Institution shall include the Foundation as an active and prominent participant in strategic planning for the Institution.
- ✧ The Institution shall establish and enforce policies that support the Foundation's ability to respect the privacy and confidentiality of donor records.
- ✧ The Institution shall ensure that gift funds and other privately contributed resources are used in compliance with donor intent.
- ✧ The Institution recognizes that the Foundation bears major responsibility for fundraising. University representatives will coordinate fundraising initiatives, including major gifts solicitations with the Foundation. *[Note: When a foundation supports a system or institution for which multiple affiliated entities raise and manage private support, the MOU should indicate how the organizations work together to most effectively identify, cultivate, solicit, and steward donors. The MOU might also clarify, without comprehensively detailing, the relationship between the foundation and alumni association or other affiliated entities.]*
- ✧ The President and other senior administrators of the Institution will work in conjunction with the leadership of the Foundation Board of Directors and the Foundation Chief Executive to identify, cultivate, and solicit prospects for private gifts.

## FOUNDATION RESPONSIBILITIES

- ✧ The Foundation shall maintain its status as a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources to support the various priorities of the Institution. *[Note: Language should be added to clarify the exact entity the foundation supports—for example, a system-wide university, a single campus, an academic unit within the university, or a campus within the system.]*
- ✧ The Foundation Board of Directors is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts, consistent with donor intent.
- ✧ The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly addresses the board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies. The Foundation will apprise the institution of significant changes made to the bylaws.
- ✧ The Foundation shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that foundation assets do not directly or indirectly unduly benefit an individual or other person.



- ✧ The Foundation is responsible for the employment, compensation, and evaluation of all its employees, including the Foundation Chief Executive. The Institution President will be included as a prominent participant in discussion and decision making regarding the hiring, assessment, and termination of the Foundation Chief Executive. *[Note: MOU language should clarify whether the foundation has its own employees or relies on institution employees to fulfill its responsibilities.]*
- ✧ The Foundation may earmark a portion of its unrestricted funds to a discretionary fund for the President of the Institution and will either transfer a percentage of those funds annually to the Institution in compliance with state law and university policies or reimburse appropriate presidential expenditures. *[Note: All such expenditures must comply with the IRS 501(c)(3) code and be consistent with the foundation's mission. Such funds will be audited as part of the foundation's annual independent audit.]*

### **Fundraising**

- The Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of the Institution.
- The Foundation is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of the strategic priorities identified by the President and Institution Governing Board. These programs include annual giving, major gifts, planned gifts, special projects, and campaigns as appropriate. *[Note: When there are shared responsibilities for fundraising, or if the institution is responsible for all fundraising activities, language should be added that clarifies each entity's roles and responsibilities. For example: The university wishes to hire the expertise of the foundation to provide coordination and assistance in the operation, development, accounting, management, and marketing activities of the university development office. Or the foundation wishes to provide such services, not as an employee or agent of the university, but as an independent organization.]*
- The Foundation will establish, adhere to, and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts and provide appropriate recognition and stewardship of such gifts.
- The Foundation shall not accept grants from state or federal agencies, except in special circumstances that are approved by the Foundation Board of Directors and the governmental agency. *[Note: Some foundations, such as those serving in support of university health centers, can be called upon to accept and manage governmental grants].*

- The Foundation shall establish and enforce policies to protect donor confidentiality and rights. *[Note: See the “Donor Bill of Rights” developed by the American Association of Fund-Raising Counsel (AAFRC), Association for Healthcare Philanthropy (AHP), Council for Advancement and Support of Education (CASE), and the Association of Fundraising Professionals (AFP).]*

### **Asset Management**

- The Foundation will receive, hold, manage, invest, and disburse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.
- The Foundation will establish prudent asset-allocation, disbursement, and spending policies that adhere to applicable federal and state laws including the Uniform Prudent Investor Act (UPIA) and the Uniform Prudent Management of Institutional Funds Act (UPMIFA).
- The Foundation will engage an independent accounting firm annually to conduct an audit of the Foundation’s financial and operational records and will provide the Institution with a copy of the annual audited financial statements, including management letters. *[Note: Management letters, including concerns and/or recommendations about management practices, are typically shared with institutional presidents or chancellors in those cases where the foundation is dependent or interdependent].*
- The Foundation will establish internal controls and other enterprise risk management practices commensurate with the Board’s fiduciary responsibility.

### **Entrepreneurial Activities**

- The Foundation will explore current opportunities, including acquisition and management of real estate or personal property on behalf of the Institution, for future allocation, transfer, or use.
- The Foundation may serve as an instrument for entrepreneurial activities for the Institution and engage in such activities as purchasing, developing, or managing real estate for campus expansion and student housing, or participating in joint ventures that advance the mission of the institution. It also may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt issued by their parties, or engage in other activities to increase foundation revenue with no direct connection to an institutional purpose.

## FINANCES AND ADMINISTRATION

### Transfer of Funds

- The Foundation will transfer funds to the designated entity within the Institution in compliance with applicable laws, Institution and Foundation policies, and gift agreements. *[Note: Disbursement policies should be developed in collaboration with institution administrators to facilitate effective financial planning while ensuring that gift funds are spent in a timely manner and in compliance with donor intent.]*
- The Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. The Institution will abide by such restrictions and provide appropriate documentation.
- The Foundation's disbursements on behalf of the Institution must be reasonable business expenses that support the Institution, are consistent with donor intent, and do not conflict with the law. *[Note: Expenditures for luxury travel, presidential residences, or other donor cultivation activities perceived as lavish or conferring undue benefits on institution or foundation staff have repeatedly compromised the reputations of colleges and universities. Both foundation and institution boards have a responsibility to ensure that such risks are effectively managed.]*
- All requests for Foundation funds other than regular disbursements and expense reimbursements must be submitted to the Foundation by the President of the Institution or his or her designee.

### Funding

- The Foundation, in collaboration with the Institution, is responsible for establishing a financial plan to underwrite the cost of Foundation programs, operations, and services.
- In consideration for Foundation services including, but not limited, to those enumerated in this agreement, the Institution will provide the Foundation with fair and reasonable compensation or payment for services. The amount of compensation will be negotiated on an annual basis by \_\_\_\_ [date] of the preceding year.
- In consideration of Foundation services, the Institution will also provide in-kind support including: [list major in-kind support such as staff, office space, and technology]. *[Note: Institution support for foundation services may be detailed in a separate contract for services. Also, if the foundation does not receive any funding from the institution or system, then language should specify this.]*

- The Foundation has the right to use a reasonable percentage of the annual unrestricted funds; assess fees for services; or assess fees on gifts, endowed funds, and other investments. *[Note: The use of fees and assessments should be decided in consultation with institution administrators, applied uniformly, and disclosed to donors.]*
- The Foundation, at its own expense, will provide office space, computer and telephone systems, utilities, adequate personnel, office supplies, and other such services that may be necessary or required to fulfill its responsibilities and obligations. *[Note: Depending on the degree of independence of the foundation, and if state law permits, the institution may help the foundation by providing support that may include personnel, office space, utilities, and services, or it may contract with the foundation for the services it provides; language should take this into account. Language should also be added to clarify whether the institution or the foundation owns the computer server and the records on the server. Institution gifts-in-kind should be appropriately reported in the foundation's annual report.]*
- The Foundation shall maintain, at its own expense, copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations.
- The Foundation will provide access to data and records to the Institution on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The Foundation will provide copies of its annual report and other information that may be publicly released. *[Note: State regulations and case law should be taken into consideration to ensure that data-sharing practices are compatible with expectations regarding foundation and donor privacy.]*

## TERMS OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made this \_\_\_\_ [day] of \_\_\_\_\_ [month], 20\_\_ [year], by and between the board of the Institution and the Foundation (an Internal Revenue Code 501(c)(3) nonprofit corporation), is intended to set forth policies and procedures that will contribute to the coordination of their mutual activities.

To ensure effective achievement of the items of the agreement, the Institution and Foundation officers and board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities. The Institution and Foundation will review and amend this agreement at least every five years.

Either party may, upon 90 days prior written notice to the Chief Executive and Board Chair of the other party, terminate this agreement. The party initiating termination of the agreement must act in good faith to provide an opportunity for a meeting to include Institution and Foundation executives and Board Chairs (or the Board Chairs' designees) of both parties within 30 days of initial written notice of intention to terminate the agreement.

Notwithstanding the foregoing, either party may terminate this MOU in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice to the Chief Executive and Board Chair of the defaulting party.

Should the Institution choose to terminate this agreement, the Foundation may require the Institution to pay, within 180 days of written notice, all debt incurred by the Foundation on the Institution's behalf, including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this agreement, the Institution may require the Foundation to pay debt it holds on behalf of the Foundation in like manner.

Consistent with provisions appearing in the Foundation's bylaws and its articles of incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code 501(c)(3) nonprofit corporation, the Foundation will transfer its assets and property to the Institution, to a reincorporated successor Foundation, to another 501(c)(3) organization affiliated with the Institution, or to the state or federal government for public purposes, in accordance with the law and donor intent.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

\_\_\_\_\_  
Chair  
Board of The Institution

\_\_\_\_\_  
Chair  
Board of The Foundation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
President or Chancellor  
The Institution

\_\_\_\_\_  
Chief Executive  
The Foundation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ACKNOWLEDGMENTS

With thanks to the members of the AGB MOU Task force, for their review and revision of the illustrative memorandum of understanding and the development of the associated recommendations regarding purposes, principles and practices.

### The AGB MOU Task Force

- ✧ **David Bass**, Task Force staff; director of foundation programs and research, AGB
- ✧ **Carol Cartwright**, president emerita, Kent State University; consultant, AGB Consulting
- ✧ **Ed Davis**, president, Texas A&M Foundation
- ✧ **Brian Flahaven**, director, legislative, foundation, and recognition programs, Council for Advancement and Support of Education
- ✧ **Thomas K. Hyatt**, partner, Dentons; senior fellow, AGB
- ✧ **James L. Lanier, Jr.**, former vice chancellor for institutional advancement and CEO, East Carolina University Foundation; senior fellow, AGB
- ✧ **Kathleen S. Mehfoud**, chair and former university rector, University of Mary Washington Foundation
- ✧ **Thomas C. Meredith**, former commissioner of higher education, Mississippi University System; senior fellow, Ingram Center for Public Trusteeship and Governance; consultant, AGB Consulting
- ✧ **Donna Vuchinich**, president and CEO, University of Hawaii Foundation
- ✧ **John Walda**, president and CEO, National Association of College and University Business Officers

## ADDITIONAL RESOURCES

*Effective Foundation Boards: A Guide for Members of Institutionally Related Foundations.* AGB Press, 2012.

*Margin of Excellence. The New Work of Higher Education Foundations,* by Rick Legon. AGB, 2005.

*The Governance Committee (Foundation Boards),* by Jim Lanier. AGB Press, 2014.



1133 20th St. N.W., Suite 300 • Washington, D.C. 20036  
[www.agb.org](http://www.agb.org)

**Institutional Attestation**Annual Attestation by Institution  
Chief Business Officer and Chancellor

**We confirm, to the best of our knowledge and belief, the fiscal year 2017 financial information submitted by UW-\_\_\_\_\_ has been provided in accordance with System Administration instructions and is materially accurate.**

***Specifically:***

- 1 We are responsible for compliance with laws, regulations, and provisions of contract and grant agreements applicable to the Institution.
- 2 All transactions have been recorded in the accounting records.
- 3 The assets and liabilities are appropriately classified, as applicable, and appropriately allocated to funds.
- 4 The revenues and expenses are appropriately classified and, as applicable, expenses are appropriately allocated to funds, functions, and programs.
- 5 Accounts receivables have been properly identified and recorded .
- 6 Interfund, internal, and intra-equity activity and balances, if any, are appropriately classified and reported.
- 7 The capital assets, including any intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 8 We have disclosed any restatements made to correct a material misstatement in a prior period that affects the comparative statements.
- 9 Relationships and transactions with primary fundraising foundations and real estate foundations, if any, have been appropriately accounted for and disclosed in accordance with UW System's principles, best practices and requirements.
- 10 We have disclosed the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- 11 Contingent liabilities, if any, have been discussed with UW System Office of General Counsel and/or Risk Management. Contingent liabilities include lawsuits, potential audit disallowances, and any other situations where future events may confirm the existence of a payable.
- 12 Subsequent events, if any, have been disclosed.

---

Institution Business Officer

---

Date

---

Institution Chancellor

---

Date



CASHNET

Cashiering

Home Cashiering Find Transactions Reports System Status Help Sign Out

New Transactions			Undo Actions [7]			Email Receipt		Comments	
Cashier	Depl. Deposit	No Sale	Void	Refund	Dishonor	Endorse	Reprint	Batch Options	Checkout
Trans. No: 1883882		Operator: PICKETTV		Date: 2/24/2016		Business: 2/24/2016		Status: Closed	
Batch No: 41333		Station: 400		Time: 10:29 AM		Effective: 2/24/2016		Module: Cashiering	
<b>Campus ID: B02000000 - ADMINISTRATIVE AFFAIRS</b>									
DoB YYYYMM:									
Common ID:									
Item Code	Description	Balance Due	Min. Due	Amount					
EXCH	Exchange Checks			1,372.75					
	<input type="button" value="DELETE"/> <input type="button" value="END"/> <input type="button" value="ENDORSE"/>								
Desc:Optional: Foundation Check - Athletics									
<b>TOTAL</b>		0	0	1,372.75					
<b>PAYMENTS TENDERED</b>									
Pay Code	Description	Amount							
C	CASH	1,372.75							
	<input type="button" value="DELETE"/> <input type="button" value="END"/> <input type="button" value="ENDORSE"/>								
<b>TOTAL</b>		1,372.75							
Change Due		0.00							

[View Additional Information](#)

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UWM  
University of Wisconsin - Milwaukee

Receipt #1883882  
PICKETTV/400  
Feb 24, 2016 10:29:45 AM

\*\*\*\*\* REPRINT \*\*\*\*\*  
Printed by JRS8  
Feb 03, 2017 at 10:58:30 AM  
\*\*\*\*\* REPRINT \*\*\*\*\*

B02000000 ADMINISTRATIVE AFFAIRS

Exchange Checks	1,372.75
<b>TOTAL</b>	<b>1,372.75</b>
Cash	1,372.75

Thank You!  
Save your receipt for tax purposes

Print

Close

Account #: MICR Acct. #: Check No.: 1127138  
Transaction Type: Check Amount: \$1,372.75 Date: 04/19/2016  
Sequence Number: 8356263822

Front: THE FACE OF THIS CHECK IS PRINTED GREEN. THE BACK CONTAINS A SIMULATED WATERMARK.

**UWMILWAUKEE** UNIVERSITY OF WISCONSIN  
usbank  
Milwaukee, WI 53201  
12-2/750  
1127138

Date: February 24, 2016 Pay Amount \$1,372.75\*\*\*

PAY \*\*\*\*ONE THOUSAND THREE HUNDRED SEVENTY-TWO AND 75 / 100 DOLLAR\*\*\*\*

VOID 6 MONTHS AFTER DATE

TO THE ORDER OF UWM FOUNDATION  
ALUMNI HOUSE  
MILWAUKEE, WI 53201

*Jerry Taner*  
Authorized Signature

Back: DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
WARNING: FOR DEPOSIT ONLY. DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE.  
BMO Harris Bank N.A.  
Account of Payee Named Hereon  
20160224 1127138  
8356263822  
UWMILWAUKEE

**UWM Foundation, Inc.****Receipt Remittance/Account Holder Certification**

Please accept the enclosed Cash/Check payment in the amount of  
for deposit into the following UWM Foundation account:

\$ 1657.75Account Name Athletics Women's BasketballAccount # 22210Comments Pink Out

Solicitation Name: \_\_\_\_\_

Solicitation Code: \_\_\_\_\_

☒ No Solicitation Required

(See next page for explanation)

Charitable Contributions: \$ 730.00

(Charitable contributions are payments made primarily to support the organization and no goods or services of more than a nominal value are provided to the donor. There may be instances when "membership dues" and "sponsor fees" qualify as charitable contributions. A receipt is issued and the gift is tax deductible to the extent allowed by law.)

**Miscellaneous Revenues:** (No receipt will be issued when all the funds received are considered miscellaneous revenue. When there is a charitable contribution and miscellaneous revenue received from one individual, a receipt will be issued. However, the statement "Benefits Received" will appear on the receipt indicating the amount of miscellaneous revenue.)

Consulting Fees	\$ _____	Royalties	\$ _____	Total Charitable Contributions	\$ <u>730.00</u>
Dinner/Luncheon Fees	\$ _____	Sale of Merchandise	\$ <u>774.75</u>	Total Miscellaneous Revenue	\$ <u>927.75</u>
Life Insurance Proceeds	\$ _____	Sale of Publications	\$ _____	<b>GRAND TOTAL*</b>	\$ <u>1657.75</u>
Membership Dues	\$ _____	Sale of Tickets	\$ _____	*equals total deposit	
Refund of Expenditure	\$ _____	Sale of Raffle Tickets	\$ <u>153.00</u>	<b>ANONYMOUS</b>	y <input type="checkbox"/> n <input type="checkbox"/>
Registration Fees	\$ _____	Sponsor Fees	\$ _____	<b>Pledge Payment</b>	y <input type="checkbox"/> n <input type="checkbox"/>
Other Event Revenue	\$ _____	Deferred Annuity	\$ _____		

DONOR: Dr ☐ Mr ☐  
Ms ☐ Mrs ☐  
Individual ☐ Company ☐ Foundation ☐ Association ☐

See Attached.

(Contact person at Company/Foundation/Association) Please attach a copy of the correspondence received with the gift.

See Attached.

(Mailing Address)

☒ Recognition credit (aka soft credit):

(see next page for explanation)

To the best of my knowledge, this gift or grant complies with the guidelines established by the University of Wisconsin- Milwaukee ("UWM") and the UWM Foundation, Inc. ("Foundation"), regarding Public/Private Relationships.

Authorizing  
Signature: \_\_\_\_\_Date: 18 Apr 16Print Name: Chawna SchroederPhone Number: (414)229-3923

First Name	Last Name	Company	Address	City	St	Zip Code	Total Received	Check Amount	Credit Card Amount	
David & Nancy	Dau		1507 Stover Ln	Spirit Lake	IA	51360	\$ 100.00	\$ 100.00	\$ -	
Pamela	Cunningham		8422 N Burbrink Dr	Columbus	IN	47201-2508	\$ 60.00	\$ 60.00	\$ -	
Brad & Cheryl	Swan		W239 N4008 Swan Rd	Pewaukee	WI	53072	\$ 50.00	\$ 50.00	\$ -	
Pam	Kostowicz		2903 W Franklin Ter	Franklin	WI	53132	\$ 200.00	\$ 200.00	\$ -	Cash to UWM Check
Rick	Roenneburg		1424 Evergreen Ave	Adams	WI	53910	\$ 60.00	\$ 60.00	\$ -	Cash to UWM Check
Dave	Lindstrom		1100 Forest Hills Drive	Howards Grove	WI	53083	\$ 80.00	\$ 80.00	\$ -	
Gil	Farley		3506 Strand Court	Ft. Wayne	IN	46814	\$ 55.00	\$ 55.00	\$ -	Cash to UWM Check
Deon	Howard		3021 N 35th Street	Millwaukee	WI	53210	\$ 50.00	\$ 50.00	\$ -	Cash to UWM Check
Ann	Wakeman		8173 Tyler St NE	Spring Lk Pk	MN	55432-2032	\$ 75.00	\$ 75.00	\$ -	
						Total	\$ 730.00	\$ 730.00	\$ -	

THE FACE OF THIS CHECK IS PRINTED GREEN. THE BACK CONTAINS AN SIMULATED WATERMARK.



usbank  
Milwaukee, WI 53201  
12-2/750

1127138

Date: February 24, 2016

Pay Amount \$1,372.75\*\*\*

PAY \*\*\*\*ONE THOUSAND THREE HUNDRED SEVENTY-TWO AND 75 / 100 DOLLAR\*\*\*\*

VOID 6 MONTHS AFTER DATE

TO THE ORDER OF

UWM FOUNDATION  
ALUMNI HOUSE  
MILWAUKEE, WI 53201

VOID

A handwritten signature in cursive script, appearing to read "Jerry Laner".

Authorized Signature




3



**APPENDIX E:**

Contract Revenue Pass-through

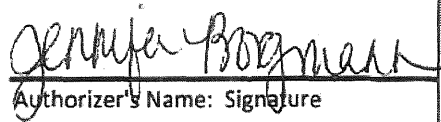
FILE COPY

DATE: June 11, 2014  
TO: Art Rathjen  
UW Oshkosh Foundation  
FROM: Jennifer Borgmann   
Administrative Services  
RE: UW Credit Union Scholarship Distribution

Attached is a payment to the UW Oshkosh Foundation for the annual distribution of scholarship money from the UW Credit Union. The total for FY14 is \$21,311 and is distributed as follows.

Jim Cook Scholarship	\$ 400.00
Reeve/Dining Student Employee Scholarship	\$ 500.00
SLIC Award	\$ 800.00
OSA Reinhard	\$ 500.00
Remainder of Scholarship dollars	\$ 19,111.00

If you have any questions, please contact me at 424-3219.

<u>DIRECT PAYMENT REQUEST</u>			
<u>UW OSHKOSH</u>			
PREPARED BY:	Jennifer Borgmann	# 3219	NO: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
	<small>Print Name</small>	<small>Phone Number</small>	DATE: 6/11/2014
			AMOUNT: \$21,311
VENDOR NUMBER:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle; text-align: center;">2440</span>		
PAY TO:	<span style="border: 1px solid black; display: inline-block; width: 450px; height: 1.2em; vertical-align: middle;">UW OSHKOSH FOUNDATION</span>		
ADDRESS:	<span style="border: 1px solid black; display: inline-block; width: 450px; height: 1.2em; vertical-align: middle;">625 Pearl Ave</span>		
CITY:	<span style="border: 1px solid black; display: inline-block; width: 450px; height: 1.2em; vertical-align: middle;">Oshkosh</span>		
STATE:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;">WI</span>	ZIP CODE:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;">54901</span>
DEPT NUMBER:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;">136-501034-0</span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
DEPT NAME:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;">UW Credit Union</span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;">9182</span> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;">21,311</span>
DEPT NUMBER:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
DEPT NAME:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
DEPT NUMBER:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
DEPT NAME:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
DEPT NUMBER:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
DEPT NAME:	<span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>	ACCOUNT:	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
TOTAL:			<span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;">\$21,311</span>
<b>Description of payment request:</b>			
UWCU Distribution			
Attach original invoice/receipt AND one copy - if vendor requires a copy, send a second copy.			
If Personal Reimbursement: Name of Payee- Printed		Signature	
Jennifer Borgmann			
Authorizer's Name: Printed		Authorizer's Name: Signature	
Mail Direct Payment Request to Financial Services, Dempsey 236			
Revised 02/27/12			

**APPENDIX E:**

Contract Revenue Pass-through



**University of Wisconsin - Oshkosh**  
 800 Algoma Blvd.  
 Oshkosh, WI 54901-8609

usbank  
 Milwaukee, WI 53201  
 12-2/750

**189713**

Date: June 17, 2014

Pay Amount \$31,311.00\*\*\*

PAY

\*\*\*\*THIRTY-ONE THOUSAND THREE HUNDRED ELEVEN AND XX / 100 DOLLAR\*\*\*\*

VOID 6 MONTHS AFTER DATE

TO THE ORDER OF

**UW OSHKOSH FOUNDATION**  
 625 PEARL ST  
 OSHKOSH, WI 54901

Authorized Signature



Check Date: June 17, 2014    A.P. Inquiries: 920-424-1309/0837    Bookstore Inquiries: 920-424-0313    Check No. 189713

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
POURING RIGHTS SUPPC	Jun 11, 2014	00281025	10,000.00	0.00	10,000.00
<i>Pouring Rights Scholarship Support</i>					
UWCU DISTRIBUTION	Jun 11, 2014	00281024	21,311.00	0.00	21,311.00
<i>UWCU Distribution</i>					

Vendor Number	Vendor Name			Total Discounts	
0000002440	UW OSHKOSH FOUNDATION			\$0.00	
Customer Number	Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
	189713	June 17, 2014	\$31,311.00	0.00	\$31,311.00



**APPENDIX F:****Capital Building Project Example**

Check Date: May 20, 2015

Check No. 205883

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
UWL5	May 15, 2015	00242584	183,805.00	0.00	183,805.00

**University of Wisconsin-La Crosse**1725 State Street Phone 608-785-8596  
La Crosse, WI 54601

ZBA

US BANK  
Milwaukee, WI 53202  
12-2/750

205883

VOID ONE YEAR AFTER THIS DATE

Date May 20, 2015

Pay Amount \$183,805.00\*\*\*

Pay \*\*\*\*ONE HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED FIVE AND XX / 100 DOLLAR\*\*\*\*

To The  
Order Of UW-L FOUNDATION INC  
Authorized Signature**University of Wisconsin - La Crosse**Business Services 072412  
125 Graff Main Hall  
1725 State Street Phone 608-785-8596  
La Crosse, WI 54601  
FORWARDING SERVICE REQUESTEDUW-L FOUNDATION INC  
CLEARY CENTER  
615 E AVE N  
LA CROSSE, WI 54601

# UW-L Foundation

*Advancing philanthropy through service to our donors, campus and community*

## INVOICE

#UWL5 May 15, 2015

To: Bob Hetzel  
Vice Chancellor  
Administration and Finance  
233 Graff Main Hall

DESCRIPTION	TOTAL
Stadium project final payment per 5/15/2015 UW-L Foundation Board meeting.	\$183,805
Thank you. Please make checks payable to: UW-L Foundation	
TOTAL	\$183,805

### REMIT TO:

UW-L Foundation  
PO Box 1148  
La Crosse, WI 54602-1148

*Approval attached*

*131 - 0 - 700711*

If you have questions, please contact Jason Gelder at 608.785.8766 or by email at [jgelder@uwlax.edu](mailto:jgelder@uwlax.edu). Thank you!

*21023*

5/19/2015

UW-La Crosse Mail - RE: Stadium Project Final Payment



Steiner, Jason <jsteiner@uwlax.edu>

---

**RE: Stadium Project Final Payment**

1 message

---

**Kristin Stanley** <kstanley@uwlax.edu>  
**To:** Jason Steiner <jsteiner@uwlax.edu>

Tue, May 19, 2015 at 3:27 PM

Hi Jason – yes lets add a 0 to this account and please keep the 2. I have an amount in the budget for FY16 in 2.

Thanks for checking,

Kristin

**From:** Steiner, Jason [mailto:jsteiner@uwlax.edu]  
**Sent:** Tuesday, May 19, 2015 1:03 PM  
**To:** Kristin Stanley  
**Subject:** Re: Stadium Project Final Payment

Kristin,

You want this in University Initiatives 131-700711 – there is only a program 2 set up right now, do you want a 0 added? If so, should the 2 remain?

Thanks

Jason

Jason E Steiner, CPA  
General Accounting Manager  
University of Wisconsin - La Crosse  
1725 State St - 125 Graff Main Hall  
La Crosse, WI 54601

Ph 608-785-8550

Fax 608-785-8544

5/19/2015

UW-La Crosse Mail - RE: Stadium Project Final Payment

On Tue, May 19, 2015 at 10:07 AM, Kristin Stanley <kstanley@uwlax.edu> wrote:

Jason/Sandy,  
The account number to utilize is: 131-0-700711.

Please let me know if you need anything else.

Thank you,

Kristin

**From:** Bob Hetzel [mailto:bhetzel@uwlax.edu]  
**Sent:** Tuesday, May 19, 2015 10:03 AM  
**To:** Mark Reeves; Sandy Chapman; Kristin Stanley  
**Subject:** Stadium Project Final Payment

Mark, Sandy, and Kristin,

Attached is the invoice from the UW-L Foundation for the final payment by the University for the Veterans Memorial Stadium project. Please initiate the payment to the UW-L Foundation.

Thank you for your assistance with processing the stadium payment and please let me know if you have any questions.

Thank you,

Bob

---

Bob Hetzel  
Vice Chancellor for Administration & Finance  
University of Wisconsin-La Crosse  
233 Graff Main Hall  
1725 State Street  
La Crosse, WI 54601

5/19/2015

UW-La Crosse Mail - RE: Stadium Project Final Payment

Office: 608.785.6491

**APPENDIX G:****Donated Profits from Course Materials  
Example**

Invoice for: UWSP Foundation office

INV # : course manuals Spring 2016 X

Date: 6/16/2016 X

Please issue a check in the amount of **\$5,202.03** from University Store account 103200 to the UWSP Foundation Office. Please send the check to the UWSP Foundation Office, ATTN: Tammi David.

	<u>Account</u>	<u>Department</u>	<u>Amount</u>
description	4232	Astronomy & Physics X	\$ 1,663.95
description	2201	Biology X	\$ 3,538.08

\* please use  
2 distributions  
lines. so  
it shows up in wisdom  
this way.  
Thank you

TOTAL

**\$ 5,202.03**

---

**Remittance**

Date                      \_ / \_ / \_

Amount Due              \$5,202.03

Amount Enclosed        \$

Please make all checks payable to:      UWSP Foundation Office

103200-3790

25

#2

102801

Department or Point of Contact	Transfer to account #	Course lab manual	ISBN	Cost	# copies sold	Total Owed	Transfer	Check
Anthro/Phil/Religion Connie Anderson	608700	Anthro 380 Religion 111 reader Religion 317 reader Religion 350 packet	9782848400006 2851700006 2849000019 2852800004	\$16.08 \$3.99 \$6.31 \$2.79	51 28 44 23	\$826.08 \$111.72 \$177.64 \$64.17 \$1,279.61	\$1,279.61	
Astronomy/Physics Nancy Stokosa	Foundation 4232	Astron 100 1-2 Astron 100 3-4 Astron 100 5-6 Physics 100 Physics 203 Physics 240	9782840900009 9782840800002 2849600008 9782839400008 9782823400007 2851100009	\$6.00 \$6.00 \$6.00 \$5.50 \$5.99 \$6.00	42 48 48 43 55 45	\$252.00 \$288.00 \$288.00 \$236.50 \$329.45 \$270.00 \$1,663.95		\$1,663.95
Biology Donna Gear	605495	Bio 100 Bio 101 Bio 160 Lab Bio 160 Rat Bio 210 Bio 312 Lecture Guide Bio 314 Bio 333/533 Part 1 Bio 333/533 Part 2 Bio 342 Bio 381 Bio 385 manual Bio 385 Lecture Guide Bio 428 Scanning Bio 490	9782841500000 9782836700002 9782854200003 9782845700000 9782845890007 2849100005 9782854500004 9782842800000 2851500007 9782854900002 2851200038 9782846700009 2849400009 9782847900002 9782846600002	\$9.11 \$8.05 \$8.53 \$2.39 \$22.08 \$35.70 \$9.75 \$7.52 \$3.36 \$8.62 \$10.16 \$10.15 \$12.12 \$14.76 \$2.89	67 91 304 277 55 20 34 102 84 42 74 166 164 10 12	\$610.37 \$732.55 \$2,593.12 \$662.03 \$1,214.40 \$714.00 \$331.50 \$767.04 \$282.24 \$362.04 \$751.84 \$1,684.90 \$1,987.68 \$147.60 \$34.68 \$12,875.99	\$12,875.99	
Biology Donna Gear	Foundation 2201	Bio 130	9782840300007	\$17.01	208	\$3,538.08		\$3,538.08
Chemistry Cristina Altobelli	605572	Chem 100 Study Guide Chem 100 Lab Manual Chem 101 Chem 105: 1-4 Chem 105: 5-11 Chem 106 Chem 248 Chem 339 Chem 365	9782844800008 9782824600000 9782854700008 9782824300009 2851300008 9782861100000 9782820600004 9782835400002 9782831600000	\$9.00 \$8.00 \$8.00 \$8.00 \$8.00 \$10.00 \$11.00 \$8.00 \$8.00	54 0 96 168 317 66 0 50	\$0.00 \$432.00 \$0.00 \$768.00 \$1,344.00 \$3,170.00 \$726.00 \$0.00 \$400.00 \$6,840.00	\$6,840.00	
CLS/HIS Nancy Habermann	708100	CLS 125 CLS 414 Hemostasis CLS 414 lab	9782838900004 9782840600008 2852600005	\$11.00 \$6.00 \$6.00	7 42 42	\$77.00 \$252.00 \$252.00 \$581.00		\$581.00
Education Betty Kieliszewski	706320	Wis Foundations Reading Guide	9782843900006	\$3.59	55	\$197.45	\$197.45	
English	606519	ENG 284 Dyjak Course Pack	2851900005	\$10.05	26	\$261.30	\$261.30	\$5,202.03

## APPENDIX H:

### Expenditure Reimbursement Example

**McNair, Dundee**

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**From:** McNair, Dundee  
**Sent:** Thursday, August 01, 2013 8:21 AM  
**To:** Fredericks, Sylvia; Godfriaux, Colleen  
**Subject:** RE: UW-Richland/Strang Master Plan Contract

00242461

pr  
Dundee  
8.1.13

Sylvia,

2680

Can you transfer it to 131-341321?

Thank you!  
Dundee

15,000

to  
Foundation

Dundee McNair  
Assistant Campus Dean for Administrative and Financial Services  
UW-Richland | 1200 Highway 14 West | Richland Center, WI 53581  
(P) 608-647-6186 x234 | (F) 608-647-2275 | [dundee.mcnair@uwc.edu](mailto:dundee.mcnair@uwc.edu)

---

**From:** Fredericks, Sylvia  
**Sent:** Thursday, August 01, 2013 8:20 AM  
**To:** McNair, Dundee; Godfriaux, Colleen  
**Subject:** RE: UW-Richland/Strang Master Plan Contract

Hi Dundee,

I don't see that I transferred it last year. I am sorry about that. What account do you want it in?

Thanks,  
Sylvia

---

**From:** McNair, Dundee  
**Sent:** Thursday, August 01, 2013 8:12 AM  
**To:** Godfriaux, Colleen; Fredericks, Sylvia  
**Subject:** FW: UW-Richland/Strang Master Plan Contract

Hi Colleen and Sylvia,

I'm wondering if either of you have had the chance to discuss the transfer of \$15,000 to our Foundation (through which the project is being run) with Steve. He told me over the phone that he'd process it, but that was several months ago. We have already incurred expenses, and our Foundation has been floating the UW Colleges portion.

Thank you for your help!  
Dundee

Dundee McNair  
Assistant Campus Dean for Administrative and Financial Services  
UW-Richland | 1200 Highway 14 West | Richland Center, WI 53581  
(P) 608-647-6186 x234 | (F) 608-647-2275 | [dundee.mcnair@uwc.edu](mailto:dundee.mcnair@uwc.edu)



**From:** McNair, Dundee  
**Sent:** Sunday, April 28, 2013 2:35 PM  
**To:** Wildeck, Steve  
**Cc:** Wentz, Darlo; Hagen, Patrick  
**Subject:** UW-Richland/Strang Master Plan Contract

Steve,

Please see below, and the documents attached, for the final scope of services and fees for Master Planning with Strang. As we discussed, we are running the project through our Foundation, which is also contributing \$15,000 toward the project. Our county is contributing \$15,000, and you have pledged \$15,000 from the central office. Please see the attached "Master Plan Contract" document which lists the scope of services and a fee not to exceed \$45,000.

Please let me know if you have any questions, and also how we go about transferring the \$15,000 from the central office to our Foundation.

Thank you!  
Dundee

Dundee McNair  
Assistant Campus Dean for Administrative and Financial Services  
UW-Richland | 1200 Highway 14 West | Richland Center, WI 53581  
(P) 608-647-6186 x234 | (F) 608-647-2275 | [dundee.mcnaair@uwc.edu](mailto:dundee.mcnaair@uwc.edu)

---

**From:** Larry Barton [<mailto:Barton@strang-inc.com>]  
**Sent:** Sunday, April 07, 2013 2:55 PM  
**To:** McNair, Dundee  
**Subject:** UW Richland Master Plan - Fee Proposal

Good Afternoon Dundee,

Attached is our proposal with the modifications made per our meeting on Friday. Thank you for taking the time to meet. It was helpful toward aligning our fees and services with your primary master planning objectives. I've also attached a preliminary process/schedule chart as well as larger format fee spread sheets that may be more suitable for printing (page 1 and page 2). Do to the level of detail, these documents print best at 11x17 size in the landscape orientation. We'd be happy to provide hardcopy upon request.

Feel free to reply or call with questions and as always, let us know if we can be of most assistance.

Best Regards,

Larry Barton,  
Strang, Inc.



STRANG

8411 MINERAL POINT ROAD  
MADISON, WI 53705-4305

T/ 608 276 0200  
F/ 608 276 9204

AGREEMENT FOR PROFESSIONAL SERVICES - STUDIES

TO:	Darlo Wentz, Executive Secretary UW-Richland Foundation 1200 Highway 14 West Richland Center, WI 53581	PROJECT NAME:	UW-Richland Facilities Master Plan
TELEPHONE NUMBER:	(608) 647-6186 x234	PROJECT NUMBER:	2013028
FAX NUMBER:	(608) 647-2275	DATE:	April 18, 2013

We acknowledge the following scope of services was authorized by Darlo Wentz, Executive Secretary, to provide services for the following project: UW-Richland Facilities Master Plan. The scope of work includes design services to create a facilities master plan for the campus as itemized in appendix "A".

The Client agrees to furnish applicable information that may include, but is not limited to, maintenance information, budget, survey and other information of existing facilities. The services will be done in accordance with the Standard Billing Rate Schedule of Strang, Inc. A copy of the rate schedule will be provided upon request.

ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN

Our fee is lump sum forty five thousand dollars (\$45,000.00)

We anticipate completion of service by December of 2013.

Reimbursable expenses are not anticipated but if encountered would require approval in advance by the Client. Reimbursables will be billed at 1.10 times the cost. Additional services will be approved in advance by the Client for all services extending beyond the scope above. Strang, Inc., the Consultant, will commence service on this project upon receipt of signed agreement. **Terms and Conditions on pages two through four of this form are applicable upon acceptance of this agreement.**

Accepted:

Strang, Inc.

Client:

Signature \_\_\_\_\_

Printed name: Larry Barton

Title: President

Signature \_\_\_\_\_

Printed name

Title

  
DARLO D. WENTZ  
ex sec

## Terms and Conditions

1. **PERFORMANCE OF SERVICES:** The Consultant shall perform the services outlined on Page One of this Agreement in consideration of the stated fee and payment terms.
2. **STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the Client and the Consultant, the Consultant will, without additional compensation, correct those services not meeting such a standard.
3. **ACCESS TO SITE:** Unless otherwise stated, the Consultant shall have access to the site for activities necessary for the performance of the services.
4. **CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.

5. **OPINIONS OF PROBABLE CONSTRUCTION COST:** In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction cost are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.
6. **REPRODUCTION COSTS:** Reproduction costs incurred by the Consultant shall be a reimbursable expense to the Consultant.
7. **DISTRIBUTION COSTS:** Distribution costs incurred by the Consultant shall be a reimbursable expense to the Consultant.
8. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
9. **UNDERGROUND IMPROVEMENTS:** The Client will furnish to the Consultant information identifying the type and location of existing underground improvements on the site. The Consultant is entitled to rely upon the accuracy and completeness of the information furnished to the Consultant. The Consultant (or its subconsultant) will prepare and furnish to the Client a plan showing the location of these underground improvements as provided by the Client and indicating the locations intended for subsurface penetrations. The Client will review and approve this plan and authorize the Consultant to proceed.  
  
The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, the Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence or willful misconduct of the Consultant.
10. **OWNERSHIP OF DOCUMENTS:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used or copied by the Client for any other purpose without the prior written consent of the Consultant.
11. **INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.
12. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or

subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Work.

13. INDEMNIFICATION: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs incurred or suffered by the Consultant, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant and limited to the total fees paid to the Consultant under this Agreement, or \$100,000, whichever is greater.
14. WAIVER: The Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for those damages and costs attributable to the sole negligence or willful misconduct of the Consultant.
15. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the Work to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all such causes including, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty is limited to the total fees paid to the Consultant under this Agreement, or \$100,000, whichever is greater.
16. DISPUTE RESOLUTION: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to use their best efforts to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties. Any dispute under this Agreement shall be decided by the rules of the American Arbitration Association.
17. TERMINATION OF SERVICES: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
18. CORPORATE PROTECTION: It is intended by the parties to this Agreement that the Consultant's services in connection with the Work shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Work. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wisconsin corporation, and not against any of the Consultant's individual employees, officers or directors.
19. CERTIFICATIONS, GUARANTEES, AND WARRANTIES: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.
20. MISCELLANEOUS: It is agreed that the above terms and conditions are incorporated into and made part of this Agreement on Page One.

This Agreement shall be governed by the laws of the State of Wisconsin.

Neither the Consultant nor the Client shall assign this Agreement without the consent of the other party.

This Agreement may be amended only by a written instrument signed by both parties.

21. SALES OR LOCAL TAXES: The Agreement amount does not include any applicable sales or other local taxes currently not in force, but may be levied during this project.
22. PAYMENTS TO THE CONSULTANT: The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's discretion, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within thirty (30) days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of one-half of one percent (0.5%) on the unpaid balance.

Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation

for any reason unless the Consultant has been found to be legally liable for such amounts.

23. **DEFINITIONS:** As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

**Certify, Certification:** A statement of the Consultant's opinion, based on his or her observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied. It is understood that the Consultant's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

**Cost Estimate:** A preliminary opinion of probable construction cost made by the Consultant. In providing cost estimates, it is recognized that neither the Client nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The cost estimate is based on the Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Client's budget or from any opinion of probable construction cost prepared by the Consultant.

**Day, Days:** A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

**Hazardous Materials:** Any substances, including, without limitation, asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), mold of whatever nature, or any other substances under any conditions and in such quantities as could pose a substantial danger to persons or property exposed to such substances at or near the Work site.

**Inspect, Inspection:** The visual observation of construction to permit the Consultant, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the Consultant makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Consultant shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

**Record Documents:** Drawings prepared by the Consultant upon the completion of construction based upon the drawings and other data furnished to the Consultant by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared using unverified information provided by others, the Consultant makes no warranty of the accuracy or completeness of the drawings.

## McNair, Dundee

---

**From:** Larry Barton <Barton@strang-inc.com>  
**Sent:** Thursday, April 18, 2013 7:08 AM  
**To:** McNair, Dundee  
**Cc:** Susan Clark; Maria Javornik; Peter Tan  
**Subject:** Letter Agreement  
**Attachments:** UW Richland fee breakdown Appendix A.pdf; 2013028 Letter Agreement.pdf

Good Morning Dundee,

Attached is our standard letter agreement for studies and master plans. Please review and if all is acceptable, sign and return a copy to Strang via email for our records. We will plan on organizing the site and building condition analysis for late May per our discussion. In the meantime, there are some things we can do to prepare such as assembling past reports, studies, as-built drawings, utilities data, etc. for Strang's review. I can also send you a sample of the survey for key stakeholders. This would simply be the template and we can customize it as required to fit your needs.

I'll be in contact early next week and we can begin these discussions and start solidifying our work plan.

Best Regards,

Larry Barton  
Strang, Inc.

## McNair, Dundee

---

**From:** Larry Barton <Barton@strang-inc.com>  
**Sent:** Thursday, April 18, 2013 5:51 PM  
**To:** McNair, Dundee  
**Subject:** RE: Letter Agreement

Hello Dundee,

Yes, the fees will be billed monthly on a percent complete basis as we discussed and the analysis of your available information of existing facilities is included in the 45K lump sum fee. Let me know if you have any further questions.

Thanks,  
Larry

**From:** McNair, Dundee [<mailto:dundee.mcnair@uwc.edu>]  
**Sent:** Thursday, April 18, 2013 5:46 PM  
**To:** Larry Barton  
**Subject:** RE: Letter Agreement

Hi Larry,

Thank you for the letter of agreement. I just need to clarify a couple things. Will the fee of \$45,000 lump sum be billed monthly as percent completed, as we discussed on the phone? Also, the second paragraph on the letter asks us to provide information of existing facilities, with the services being done in accordance with Strang's standard billing rate schedule. I just need to confirm that the analysis of that information will be done as a part of the \$45,000 lump, and is not above and beyond that cost.

Thank you!  
Dundee

Dundee McNair  
Assistant Campus Dean for Administrative and Financial Services  
UW-Richland | 1200 Highway 14 West | Richland Center, WI 53581  
(P) 608-647-6186 x234 | (F) 608-647-2275 | [dundee.mcnair@uwc.edu](mailto:dundee.mcnair@uwc.edu)

**From:** Larry Barton [<mailto:Barton@strang-inc.com>]  
**Sent:** Thursday, April 18, 2013 7:08 AM  
**To:** McNair, Dundee  
**Cc:** Susan Clark; Maria Javornik; Peter Tan  
**Subject:** Letter Agreement

Good Morning Dundee,

Attached is our standard letter agreement for studies and master plans. Please review and if all is acceptable, sign and return a copy to Strang via email for our records. We will plan on organizing the site and building condition analysis for late May per our discussion. In the meantime, there are some things we can do to prepare such as assembling past reports, studies, as-built drawings, utilities data, etc. for Strang's review. I can also send you a sample of the survey for key stakeholders. This would simply be the template and we can customize it as required to fit your needs.

### Check Written Incorrectly/Funds Intended for Foundation Example

Vouchered By: SD  
Voucher # 16524  
Voucher Date: 12/27/12  
Check # 13572

3/11/2005



## Transaction History All

Acct No	Alpha Key	Inc Cash Amount	Prin Cash Amount	Security Name	Posting Date	Posting Transact Type
000071	ADM284000	0.00	41,321.13	INDIVIDUAL	10/25/2012	501
		0.00	41,321.13			Posting Transaction Type Total: (1)
Grand Total:(1)		0.00	41,321.13			

Request is for  
UW Foundation  
per Doug's email  
attached.  
LK

---

**Fwd:** **Bequest - Annuity Proceeds**

---

**From :** Douglas Hoerr <dhoerr@uwsa.edu>  
**Subject :** Fwd: Bequest - Annuity Proceeds  
**To :** Lori Keil <lkeil@uwsa.edu>  
**Cc :** Jamie Erbs <jerbs@uwsa.edu>

Mon, Dec 17, 2012 10:25 AM

Lori -

So we need to send this bequest over to the Foundation. The \ \$41,321.13 is in pending, so can you get a check cut for that amount? When we have it ready, I'll send it over with the paperwork that I have.  
Thanks!

Douglas J. Hoerr, CFA  
Director, Office of Trust Funds  
University of Wisconsin System  
780 Regent Street, Suite 305  
Madison, WI 53715-2635  
Telephone: 608.262.9779  
Fax: 608.262.5193

---

**From:** "Russ Howes" <russ.howes@supportuw.org>  
**To:** "Douglas Hoerr" <dhoerr@uwsa.edu>  
**Cc:** "Lois Anderson" <lois.anderson@supportuw.org>, "Lorraine Keil" <lkeil@uwsa.edu>  
**Sent:** Monday, December 17, 2012 8:12:08 AM  
**Subject:** RE: Bequest - Annuity Proceeds

That's fine Doug. I assume that any indication of the purpose for the gift will be in the document copies that you will forward to us.

.....russ.

Russell N. Howes  
Vice President for Legal Affairs  
University of Wisconsin Foundation

---

**From:** Douglas Hoerr [mailto:dhoerr@uwsa.edu]  
**Sent:** Friday, December 14, 2012 3:46 PM  
**To:** Russ Howes  
**Cc:** Lois Anderson; Lorraine Keil  
**Subject:** Bequest - Annuity Proceeds

Russ -

We initially received info. on this bequest from you folks back in late September. The annuity names both UWMSN and UWOSH as beneficiaries of \ \$40,000 each, without naming the respective foundations. So we took in the MSN gift some time ago, and I had been looking into where the OSH gift had ended up. In any event, I was just looking at the beneficiary designation form again, and although it does not name the foundations, it also lists tax ID numbers - and these numbers are those of the respective

foundations. So I'm inclined to have the MSN gift go to you folks (and I'm guessing that the OSH Foundation received their \(\$40K). Let me know if you concur, and we'll get a check cut and sent your way along with the paperwork I have. BTW, the check will be for \(\$41,321.13, as the distribution must have include some prorated interest.

Thanks,  
Doug

Douglas J. Hoerr, CFA  
Director, Office of Trust Funds  
University of Wisconsin System  
780 Regent Street, Suite 305  
Madison, WI 53715-2635  
Telephone: 608.262.9779  
Fax: 608.262.5193

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# APPENDIX J: Gratuity Donations Example

Voucher 02469034

**X** Total traces between page 1 & page 7

**#** Donations for July 1, 2016 traces between page 2 & page 3

Summary Inquiry - UNT1 (wujsg)				
Clear	View	File	Print	Tools
Help	Add Note			
Action...	View	File	Tools	Help
Account	0100 -1509			
Description	CUR LIAB-DONATIONS/STIFT TIPS			Year: 2017
Period				
Beginning Balance	\$0.00	\$0.00	\$0.00	\$0.00
July	\$0.00	\$9,300.22	(\$9,300.22)	(\$9,300.22)
August	\$0.00	\$7,629.80	(\$7,629.80)	(\$16,930.02)
September	\$1.00	\$7,070.23	(\$7,069.23)	(\$23,999.25)
October	\$0.00	\$5,039.30	(\$5,039.30)	(\$29,038.55)
November	\$0.00	\$2,333.50	(\$2,333.50)	(\$31,372.05) <b>X</b>
December	\$0.00	\$2,018.64	(\$2,018.64)	(\$33,390.69)
January	\$0.00	\$786.24	(\$786.24)	(\$34,176.93)
February	\$0.00	\$0.00	\$0.00	(\$34,176.93)
March	\$0.00	\$0.00	\$0.00	(\$34,176.93)
April	\$0.00	\$0.00	\$0.00	(\$34,176.93)
May	\$0.00	\$0.00	\$0.00	(\$34,176.93)
June	\$0.00	\$0.00	\$0.00	(\$34,176.93)
Totals	\$1.00	\$34,177.93	(\$34,176.93)	(\$34,176.93)
Currency				
by Account				

7/1/2016

US Cash Office/Misc					7/1/2016
<u>Acct Desc</u>	<u>Amount</u>	<u>Tax</u>	<u>Net</u>	<u>Acct Code</u>	<u>Note/Inv #</u>
Collections:					
Cash	121.34		121.34	0100-1005	
Hypercom Credit cards			-	0100-1035	
Wiscard pmts			-	0100-1577	
Other			-		
Other			-		
Other			-		
Total	121.34		121.34		
Revenues:					
Tips/Donations	121.34 #	-	(121.34)	0100-1509	
Misc revenue		-	-	0500-2990	
Dep O/S		-	-	7090-6080	dep o/s
Main Safe O/S		-	-	7090-6080	main safe o/s
Operations O/S		-	-	5010-6080	ops o/s
Change Order		-	-	0100-1004	Extra cash to bank
Building Manager Invoice	y	-	-	0500-2260	
Other		-	-		
Other		-	-		
Other		-	-		
Other		-	-		
Other		-	-		
Wiscard deposits		-	-	0100-1577	
CC processing fee		-	-	7050-2090	
Sales Tax			-	0100-1576	
Total	121.34		(121.34)		
O/S			-	7090-6080	

This page is from the 01 July US spreadsheet for Voucher 02469034, specifically the "1" tab of the spreadsheet.  
The US Cash Office/Misc starts in row 496 of the "1" tab.

Journal Entry	TRX Date	Account Number	Account Description	Credit Amount	Debit Amount	Reference
1065180	7/1/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	121.34	# -	US Cash Office/Misc
1067383	7/1/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	418.62	-	MU Cash Office/Misc
1067392	7/2/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	472.14	-	MU Cash Office/Misc
1067400	7/3/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	393.41	-	MU Cash Office/Misc
1067408	7/4/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	509.99	-	MU Cash Office/Misc
1067418	7/5/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	197.06	-	MU Cash Office/Misc
1065221	7/6/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	36.01	-	US Cash Office/Misc
1067427	7/6/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	212.47	-	MU Cash Office/Misc
1065232	7/7/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	39.47	-	US Cash Office/Misc
1067437	7/7/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	196.96	-	MU Cash Office/Misc
1067448	7/8/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	348.24	-	MU Cash Office/Misc
1067458	7/9/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	436.79	-	MU Cash Office/Misc
1067467	7/10/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	197.01	-	MU Cash Office/Misc
1067477	7/11/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	162.41	-	MU Cash Office/Misc
1065275	7/12/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	98.35	-	US Cash Office/Misc
1067486	7/12/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	139.88	-	MU Cash Office/Misc
1067495	7/13/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	175.08	-	MU Cash Office/Misc
1067505	7/14/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	191.24	-	MU Cash Office/Misc
1065308	7/15/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	57.89	-	US Cash Office/Misc
1067515	7/15/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	349.94	-	MU Cash Office/Misc
1067525	7/16/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	440.43	-	MU Cash Office/Misc
1067534	7/17/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	183.34	-	MU Cash Office/Misc
1067544	7/18/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	151.15	-	MU Cash Office/Misc
1067552	7/19/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	148.36	-	MU Cash Office/Misc
1067561	7/20/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	479.15	-	MU Cash Office/Misc
1067571	7/21/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	91.23	-	MU Cash Office/Misc
1067581	7/22/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	584.24	-	MU Cash Office/Misc
1067297	7/23/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	113.68	-	US Cash Office/Misc
1067591	7/23/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	89.85	-	MU Cash Office/Misc
1067599	7/24/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	214.58	-	MU Cash Office/Misc
1067609	7/25/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	222.30	-	MU Cash Office/Misc
1067618	7/26/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	183.44	-	MU Cash Office/Misc
1067326	7/27/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	47.52	-	US Cash Office/Misc
1067637	7/27/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	240.38	-	MU Cash Office/Misc
1067647	7/28/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	343.56	-	MU Cash Office/Misc

1067347	7/29/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	55.00	-	US Cash Office/Misc
1067786	7/29/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	268.39	-	MU Cash Office/Misc
1067796	7/30/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	451.35	-	MU Cash Office/Misc
1067805	7/31/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	237.97	-	MU Cash Office/Misc
1075867	8/1/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	159.81	-	MU Cash Office/Misc
1075876	8/2/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	95.87	-	MU Cash Office/Misc
1075885	8/3/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	166.00	-	MU Cash Office/Misc
1073125	8/4/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	207.33	-	US Cash Office/Misc
1075895	8/4/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	112.45	-	MU Cash Office/Misc
1075915	8/5/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	338.94	-	MU Cash Office/Misc
1073146	8/6/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	31.03	-	US Cash Office/Misc
1075925	8/6/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	441.68	-	MU Cash Office/Misc
1075934	8/7/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	250.53	-	MU Cash Office/Misc
1073160	8/8/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	30.50	-	US Cash Office/Misc
1075944	8/8/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	141.09	-	MU Cash Office/Misc
1073172	8/9/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	114.92	-	US Cash Office/Misc
1075962	8/9/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	600.03	-	MU Cash Office/Misc
1075971	8/10/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	105.57	-	MU Cash Office/Misc
1073194	8/11/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	76.94	-	US Cash Office/Misc
1075981	8/11/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	35.93	-	MU Cash Office/Misc
1075991	8/12/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	346.93	-	MU Cash Office/Misc
1076001	8/13/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	500.77	-	MU Cash Office/Misc
1076010	8/14/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	246.32	-	MU Cash Office/Misc
1076020	8/15/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	115.04	-	MU Cash Office/Misc
1076029	8/16/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	135.39	-	MU Cash Office/Misc
1076038	8/17/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	121.02	-	MU Cash Office/Misc
1076048	8/18/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	132.77	-	MU Cash Office/Misc
1076058	8/19/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	239.14	-	MU Cash Office/Misc
1073286	8/21/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	72.55	-	US Cash Office/Misc
1076076	8/21/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	561.91	-	MU Cash Office/Misc
1076086	8/22/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	527.42	-	MU Cash Office/Misc
1076096	8/23/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	126.79	-	MU Cash Office/Misc
1076105	8/24/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	104.77	-	MU Cash Office/Misc
1076115	8/25/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	165.35	-	MU Cash Office/Misc
1075803	8/26/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	131.37	-	US Cash Office/Misc
1076125	8/26/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	317.49	-	MU Cash Office/Misc

1076135	8/27/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	244.83	-	MU Cash Office/Misc
1076144	8/28/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	221.25	-	MU Cash Office/Misc
1076154	8/29/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	90.74	-	MU Cash Office/Misc
1075839	8/30/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	82.66	-	US Cash Office/Misc
1076163	8/30/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	76.31	-	MU Cash Office/Misc
1076172	8/31/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	160.36	-	MU Cash Office/Misc
1081904	9/1/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	163.59	-	MU Cash Office/Misc
1081914	9/2/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	352.01	-	MU Cash Office/Misc
1081924	9/3/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	473.77	-	MU Cash Office/Misc
1081933	9/4/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	194.08	-	MU Cash Office/Misc
1081942	9/5/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	604.55	-	MU Cash Office/Misc
1081371	9/6/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	65.98	-	US Cash Office/Misc
1081951	9/6/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	150.90	-	MU Cash Office/Misc
1081967	9/7/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	88.48	-	MU Cash Office/Misc
1081975	9/8/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	107.67	-	MU Cash Office/Misc
1081405	9/9/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	160.36	-	US Cash Office/Misc
1081991	9/9/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	176.31	-	MU Cash Office/Misc
1081416	9/10/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	38.80	-	US Cash Office/Misc
1082000	9/10/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	255.53	-	MU Cash Office/Misc
1081427	9/11/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	60.15	-	US Cash Office/Misc
1082015	9/11/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	100.98	-	MU Cash Office/Misc
1081436	9/12/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	717.02	-	US Cash Office/Misc
1082023	9/12/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	91.00	-	MU Cash Office/Misc
1082032	9/13/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	168.53	-	MU Cash Office/Misc
1082040	9/14/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	58.29	-	MU Cash Office/Misc
1082057	9/15/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	95.04	-	MU Cash Office/Misc
1082075	9/16/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	406.53	-	MU Cash Office/Misc
1081488	9/17/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	360.63	-	US Cash Office/Misc
1082084	9/17/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	405.89	-	MU Cash Office/Misc
1082092	9/18/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	146.77	-	MU Cash Office/Misc
1081509	9/19/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	247.17	-	US Cash Office/Misc
1082107	9/20/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	117.58	-	MU Cash Office/Misc
1082124	9/21/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	31.67	-	MU Cash Office/Misc
1082133	9/22/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	174.26	-	MU Cash Office/Misc
1082141	9/23/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	133.57	-	MU Cash Office/Misc
1082149	9/24/2016	0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	189.01	-	MU Cash Office/Misc



1081589	9/25/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	57.19	-	US Cash Office/Misc
1082158	9/25/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	47.37	-	MU Cash Office/Misc
1082165	9/26/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	32.74	-	MU Cash Office/Misc
1082174	9/27/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	25.26	-	MU Cash Office/Misc
1082962	9/28/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	438.52	-	MU Cash Office/Misc
1082970	9/29/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	65.08	-	MU Cash Office/Misc
1082989	9/30/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	66.95	-	MU Cash Office/Misc
1090217	10/1/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	61.87	-	MU Cash Office/Misc
1089935	10/2/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	61.41	-	US Cash Office/Misc
1090224	10/2/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	33.61	-	MU Cash Office/Misc
1090240	10/3/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	61.37	-	MU Cash Office/Misc
1090248	10/4/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	34.45	-	MU Cash Office/Misc
1090266	10/5/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	32.96	-	MU Cash Office/Misc
1089975	10/6/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	432.21	-	US Cash Office/Misc
1090275	10/6/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	33.40	-	MU Cash Office/Misc
1090284	10/7/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	204.39	-	MU Cash Office/Misc
1090292	10/8/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	130.72	-	MU Cash Office/Misc
1090299	10/9/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	76.29	-	MU Cash Office/Misc
1090307	10/10/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	36.02	-	MU Cash Office/Misc
1090316	10/11/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	78.34	-	MU Cash Office/Misc
1090324	10/12/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	33.77	-	MU Cash Office/Misc
1090045	10/13/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	96.03	-	US Cash Office/Misc
1090340	10/13/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	45.45	-	MU Cash Office/Misc
1090348	10/14/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	224.36	-	MU Cash Office/Misc
1090067	10/15/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	370.32	-	US Cash Office/Misc
1090356	10/15/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	416.20	-	MU Cash Office/Misc
1090363	10/16/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	58.41	-	MU Cash Office/Misc
1090086	10/17/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	718.91	-	US Cash Office/Misc
1090372	10/17/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	84.40	-	MU Cash Office/Misc
1090380	10/18/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	43.58	-	MU Cash Office/Misc
1090388	10/19/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	267.42	-	MU Cash Office/Misc
1090403	10/21/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	70.67	-	MU Cash Office/Misc
1090412	10/22/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	129.51	-	MU Cash Office/Misc
1090418	10/23/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	36.07	-	MU Cash Office/Misc
1091161	10/24/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	56.90	-	MU Cash Office/Misc
1090427	10/25/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	18.29	-	MU Cash Office/Misc

1091332	10/28/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	47.00	- MU Cash Office/Misc
1091365	10/29/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	672.90	- US Cash Office/Misc
1091745	10/29/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	346.86	- MU Cash Office/Misc
1091340	10/30/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	25.21	- MU Cash Office/Misc
1096667	11/1/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	152.42	- US Cash Office/Misc
1096690	11/3/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	111.86	- US Cash Office/Misc
1097786	11/3/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	96.86	- MU Cash Office/Misc
1097793	11/4/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	61.33	- MU Cash Office/Misc
1097799	11/5/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	66.92	- MU Cash Office/Misc
1096730	11/7/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	158.99	- US Cash Office/Misc
1097818	11/8/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	54.59	- MU Cash Office/Misc
1097833	11/10/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	130.05	- MU Cash Office/Misc
1097841	11/11/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	75.35	- MU Cash Office/Misc
1096784	11/12/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	221.05	- US Cash Office/Misc
1097847	11/12/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	107.66	- MU Cash Office/Misc
1096795	11/13/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	85.86	- US Cash Office/Misc
1097858	11/14/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	24.30	- MU Cash Office/Misc
1098445	11/17/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	116.43	- MU Cash Office/Misc
1099988	11/18/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	98.69	- US Cash Office/Misc
1098457	11/19/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	119.87	- MU Cash Office/Misc
1098475	11/22/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	167.17	- MU Cash Office/Misc
1099875	11/23/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	59.97	- MU Cash Office/Misc
1099881	11/26/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	33.30	- MU Cash Office/Misc
1100844	11/26/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	379.39	- US Cash Office/Misc
1099891	11/28/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	5.30	- MU Cash Office/Misc
1100810	11/30/2016 0100-1509	CUR LIAB-DONATIONS/STIFT TIPS	6.14	- MU Cash Office/Misc

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**31,372.05** X

**APPENDIX K:**

**Intellectual Property Royalties Example**

**APPROVAL TO PAY**

This is to authorize payment of the attached invoice, representing valid charges against an agreement currently in place between UW-Milwaukee and UWM Research Foundation. Please code as follows:

3845 144 861500 5 2014 PRJ38VA \$6,896.00 PO14861505R

Debbie Schmidt  
Debbie Schmidt, Grant Accountant

10/23/13  
Date

# 991680

# 991680

23 OCT 13 PM 2:38

ACCOUNTS PAYABLE

UWM Research Foundation, Inc.  
1440 East North Avenue  
Milwaukee, WI 53202



## Invoice

To: University of Wisconsin – Milwaukee  
Attn: Heidi Janzen and Lydia LaGue  
(via email to [heidji@uwm.edu](mailto:heidji@uwm.edu) and [lague@uwm.edu](mailto:lague@uwm.edu))

Date: 10/22/2013

Invoice Number: 2014-1211-003

Invoice Amount: \$6,896.00

*H 991680*

### Description:

License fee portion of TCARE® System Licenses related to the US Army ranging from 02/01/13 to 12/31/13.

### Licenses:

- 3 TCARE licenses Yr 2 x \$350 x 25% = \$1,050 x 25% = \$262.50
- 22 TCARE licenses Yr 3 x \$350 x 66.67% = \$7,700 x 66.67% = \$5,133.50
- 12 TCARE licenses Yr 3 x \$300 x 41.67% = \$3,600 x 41.67% = \$1,500.00

Total: \$6,896.00

### References:

- UWMRF Matter #1211
- UWM Contract Blanket Order, PO#: 14861505R
- TCARE® System License Agreement entered into between UWMRF and UWM effective September 1, 2010.
- TCARE® Army Subaward Agreement 12-013 entered into between UWM and Texas AgriLife Extension Service on September 30<sup>th</sup>, 2010.
- Lydia LaGue email of 10/21/13 to Deborah Schmidt, Brian Thompson, Joseph Pfannes, Heidi Janzen, and Jessica Jacobs regarding prorated Army license quantities.

Payable upon receipt.

cc: Jessica Jacobs, TCARE Chief Operating Officer ([jjacobs2@uwm.edu](mailto:jjacobs2@uwm.edu))

*H 991680*

**APPENDIX L:****Lawful Real Estate Lease  
Agreements Example****State of Wisconsin Lease VOUCHER****Lease No.  
285-100****UW Platteville**

FOR:

Platteville, WI 53818

## CLAIMANT'S NAME AND ADDRESS

UW Platteville Real Estate Foundation LLC

1 University Plaza

Suite 1525

Platteville, WI 53818

I CERTIFY THAT THE MATERIAL AND/OR SERVICES COVERED BY THIS CLAIM HAVE BEEN  
RECEIVED OR DELIVERED AND I APPROVE PAYMENT IN THE AMOUNT CLAIMED BELOW

FUND	DEPARTMENT	DATE	AUTHORIZED SIGNATURE
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**FINANCE COPY RENTAL INVOICE**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF FACILITIES MANAGEMENT  
MADISON, WI 53707-7866

26269

Invoice Total: \$2,472,784.00

Invoice For: August 2015

Lease Expires: 07/31/2043

4525-128-612117-8

B 6046

Lessor Tx or Social Security No.

Approved: Administrator, Department of Administration  
Division of Facilities Management

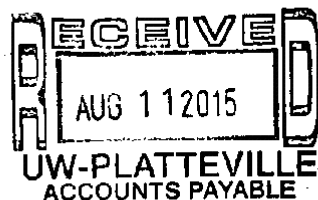
July 08, 2015

By: M. Runkel

RENT-OFFICE

August 2015

\$2,472,784.00



Invoice Total:

\$2,472,784.00

# **OPERATING LEASE WITH OPTION TO PURCHASE**

**THIS LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between UW-Platteville Real Estate Foundation, Inc., a Wisconsin non-stock corporation (the "Lessor"), Registered WI Partnership, whose address is Ullsvik Hall, 1 University Plaza - Suite 1525, Platteville, Wisconsin 53818, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

**WITNESSETH**, The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Residence Hall and Dining Premises; Approximately 172,166 rentable square feet consisting of 110 student units plus one resident director unit together with all appurtenances and access to common areas, to be built and located on a parcel of land owned by the University Board of Regents on the campus of the University of Wisconsin - Platteville, in the City of Platteville, Wisconsin, and leased to the Lessor, (the Residence and Dining Hall). The premises are further described on Schedule III attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as a Residence and Dining Hall for the University of Wisconsin - Platteville.
3. **TERM.** The lease term hereunder shall begin on the Commencement Date and end 30 years after that date. The anticipated Commencement Date is August 1, 2013 (Anticipated Commencement Date.) The Commencement Date shall be the date on which all of the following events have occurred:

- a) A Certificate of Occupancy for the Premises has been issued.
- b) The construction of the Premises is substantially complete as certified by the Architect for the Premises (Substantial Completion).
- c) Sixty (60) days advance written notice of the date of Substantial Completion has been given by the Lessor to the Lessee, and Substantial Completion has occurred by the date set forth in the notice.

The initial installment of rent shall be due and payable 30 days from the Commencement Date (the "Rent Commencement Date").

*Delay of Substantial Completion.* If Substantial Completion has not been achieved by the date specified in the notice under 3.c., Lessee may occupy the Premises as soon as Substantial Completion has occurred and the Lessor has been issued a Certificate of Occupancy for the Premises. In such circumstances, i) said date of occupancy shall then be deemed to be the Commencement Date, and ii) the initial installment of rent shall be due and payable 30 days from the date when Substantial Completion occurs subsequent to the date specified in the 60-day notice (the "Modified Rent Commencement Date").

Occupancy prior to Substantial Completion for all or a portion of the entire Premises shall be mutually agreed to by the Lessor and the Lessee with rent adjusted on a pro-rata basis based upon the square footage occupied and if, and only if, Lessor has obtained a temporary certificate of occupancy. Installation of furniture shall not be considered "occupancy."

4. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Lease in any event, and shall not sublet, except to students of UW-Platteville, the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, its students, agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor.
5. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial lease year at the following rate: The sum of Two Million, Four Hundred and Seventy Two Thousand, and Seven Hundred Eighty Four Dollars (\$2,472,784). The annual rental rate for each subsequent year of this Lease shall be in accordance with the following schedule:

**Rental Rate Schedule**

Begin Date	End Date	Annual Rent
August 1, 2013	July 31, 2014	\$2,472,784.00
August 1, 2014	July 31, 2015	2,472,784.00
August 1, 2015	July 31, 2016	2,472,784.00
August 1, 2016	July 31, 2017	2,472,784.00
August 1, 2017	July 31, 2018	2,472,784.00
August 1, 2018	July 31, 2019	2,472,784.00
August 1, 2019	July 31, 2020	2,472,784.00
August 1, 2020	July 31, 2021	2,472,784.00
August 1, 2021	July 31, 2022	2,472,784.00
August 1, 2022	July 31, 2023	2,472,784.00
August 1, 2023	July 31, 2024	2,472,784.00

August 1, 2024	July 31, 2025	2,472,784.00
August 1, 2025	July 31, 2026	2,472,784.00
August 1, 2026	July 31, 2027	2,472,784.00
August 1, 2027	July 31, 2028	2,472,784.00
August 1, 2028	July 31, 2029	2,472,784.00
August 1, 2029	July 31, 2030	2,472,784.00
August 1, 2030	July 31, 2031	2,472,784.00
August 1, 2031	July 31, 2032	2,472,784.00
August 1, 2032	July 31, 2033	2,472,784.00
August 1, 2033	July 31, 2034	2,472,784.00
August 1, 2034	July 31, 2035	2,472,784.00
August 1, 2035	July 31, 2036	2,472,784.00
August 1, 2036	July 31, 2037	2,472,784.00
August 1, 2037	July 31, 2038	2,472,784.00
August 1, 2038	July 31, 2039	2,472,784.00
August 1, 2039	July 31, 2040	2,472,784.00
August 1, 2040	July 31, 2041	2,472,784.00
August 1, 2041	July 31, 2042	2,472,784.00
August 1, 2042	July 31, 2043	2,472,784.00

The annual rent throughout the entire lease term shall be payable in advance in one installment based upon the annual rents (August 1 through July 31) as shown above on or before August 1<sup>st</sup> each year, except the first year. In the first year, rent shall be due and payable on the Rent Commencement Date or the Modified Rent Commencement Date, whichever is applicable, in an amount equal to the prorated annual rent due until the subsequent July 31<sup>st</sup>. In the event rent is paid in advance in a lease year in which the Lessee exercises its option to purchase, Lessee shall be given a credit at the closing of the Option to Purchase, prorated on a daily basis from the date of closing to the end of the lease year. Said rental payments shall be made to Lessor at the following address:

UWPREF

1 University Plaza

Platteville, WI, 53818

6. **ADDITIONAL COSTS.** As of the Commencement Date, the Lessee shall be responsible for all utility and service costs for the Premises, including but not limited to water, sewer, electricity,



heating fuel, garbage and trash removal, telephone and janitorial services for the Premises, care of the grounds and removal of snow from sidewalks and parking lots for the entire lease term.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a) Subject to and in accordance with Paragraph 15 herein, Lessor covenants and agrees that so long as Lessee pays the rent required by this lease and performs and observes all of the covenants and provisions of this Lease, Lessee shall peaceably and quietly enjoy full possession and use of the Premises without any hindrance or molestation from Landlord or any other party. Lessor covenants and agrees that it shall not, during the term of this Lease, voluntarily place any liens (other than special assessments), mortgages, encumbrances, easements or other documents affecting title to the Premises against the Premises or against Lessor's interest therein, unless (i) it has received prior written consent of the Lessee thereto, and (ii) such mortgages, encumbrances, easements or other documents or amendments, by their terms expressly, are subject and subordinate to the terms of the this Lease including Section 12, the Ground Lease, and the Option Provisions in Section 24, and (iii) such mortgages, encumbrances, easements or other documents or amendments, by their terms expressly waive, relinquish and release any and all rights of re-entry or to retake possession of the Premises in the event of nonpayment of rent or other defaults hereunder by Lessee, and (iv) provided that they shall terminate upon the exercise by Lessee of the option granted under said Option Provisions, or upon the satisfactory completion or termination of Lessee's obligations under this Lease.
- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation

and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants, for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.

- d) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is twenty-five thousand dollars (\$25,000) or more per year and the Lessor employs twenty-five (25) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.
- e) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or unencapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move

related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease. With respect to any asbestos bearing material, Lessor does not make any certifications or warranties regarding property which does not constitute the Premises, or regarding equipment supplied and brought onto the Premises by the Lessee.

- f) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- g) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessee attests that the site is free of any hazardous materials and substances and, if during construction such are located by the Lessor, the Lessee is responsible for such action as to render the Premises safe. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- h) Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Lessee on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within or on the Premises by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- i) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period

of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.

- j) Lessor shall be responsible for the real estate taxes and any assessments on the Premises.

8. **COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted.
- c) The Lessee will not make or permit anyone to make any material alterations, improvements or additions in or to the Premises, without the prior written consent of Lessor and the Department of Administration, as Lessee.
- d) Default by Lessee: (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the

same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate.

- e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's furniture, and all other Lessee personal property and equipment.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the construction period of the Premises, adequate builder's risk, fire and casualty insurance for the Premises, as well as adequate commercial general liability insurance. Lessor shall provide a certificate of insurance to Lessee evidencing such coverage. Lessor also agrees to procure and maintain, following the construction period of the Premises, all-risk property coverage, covering full replacement value of the Premises with a deductible not to exceed \$100,000.00. Said insurance proceeds shall apply first to rebuilding or repair. On or before the Commencement Date, Lessor shall provide a complete copy of the policy and a certificate of insurance to Lessee evidencing such coverage, which shall include the State of Wisconsin as a named insured. Lessee shall have a right to review said policy, and upon approval by Lessee, which approval shall not be unreasonably withheld, Lessee shall reimburse Lessor for the cost of the policy. Lessee's personal property is protected by the State of Wisconsin Self-Funded Liability and Property Program. Under Wisconsin Statutes the state provides funds to pay state property and liability claims. In addition, section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.

10. **MAINTENANCE.** The Lessee shall maintain building structure and the Premises in good repair and tenantable condition. Consistent with the foregoing, Lessee shall also provide

preventive and corrective maintenance to all building mechanical, electrical and plumbing components of the Residence and Dining Hall, including but not limited to, electrical panels, plumbing fixtures, plumbing piping, ductwork, piping, controls and major mechanical equipment. Lessor shall not be required to make any repairs necessitated by damage arising from any act or omission of Lessee, or its employees, agents, subtenants, licensees, or concessionaires, or caused by any alteration, addition, or improvement made by Lessee, and that if Lessor does make any such repairs, Lessee shall promptly, upon demand, reimburse to Lessor the cost thereof. For the purpose of maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

11. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Director  
UW Platteville Real Estate Foundation, LLC  
Ullsvik Hall  
1 University Plaza - Suite 1525  
Platteville, WI 53818

If to Lessee: State Leasing Officer  
State of Wisconsin  
Department of Administration  
101 E. Wilson Street, 7th Floor  
P.O. Box 7866  
Madison, WI 53707-7866, WI  
Re: Lease 285-100

With a copy to Deborah A. Durcan  
Vice President for Finance  
University of Wisconsin System

12. **FUNDING.** The continuance of this Lease beyond the limits of funds already available to the Lessee is contingent upon the appropriation of the necessary funds. In the event that there is or will be an insufficiency of appropriated funds in any fiscal year to pay when due any rent or other amount payable by the Lessee under the Lease (an "Event of Nonappropriation"), the

Lessee shall have the right to terminate this Lease in the manner and subject to the terms specified in this Section 12. The Lessee shall effect such termination as of the last day of the fiscal year (that is, June 30) by providing to the Lessor (i) written notice of termination and (ii) to the extent funds are available and have been appropriated, payment of any rent or other amount which is then due or will be due by the end of such fiscal year. The Lessee shall endeavor to give the Lessor advance notice of termination at the time the Lessee shall have reasonable certainty that an Event of Nonappropriation has occurred. In the event that the Lessee terminates the Lease as provided in this Section 12, the Lessee shall vacate the Premises by the last day of the fiscal year.

Upon the termination of this Lease in accordance with this Section 12, the Lessee shall not be responsible for the payment of any rent scheduled to become due in any succeeding fiscal year. Lessor hereby waives its right of re-entry in the event Lessee has not vacated the Premises by the last day of the fiscal year in accordance with this Section 12. If that occurs, the termination shall nevertheless be effective, but Lessee shall be responsible to pay damages for the period that Lessee has quiet enjoyment of the Premises, as provided in Section 14 below. In the event of a termination under this Section 12, Lessee agrees the University of Wisconsin - Platteville will reasonably assist Lessor in identifying prospective tenants.

It is the intention, understanding and agreement of the parties that all parties lawfully enter into this Lease and other documents in connection herewith, that such documents be enforceable, that this Lease be a "true lease" and not a "financing lease" or "capital lease," and that the provisions of this Lease and the other applicable documents will be modified, if necessary, to accomplish the foregoing.

13. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.



14. **HOLDING OVER.** If Lessee holds over after the term hereof, or in the event that the Premises are not vacated and surrendered to Lessor, and without execution and delivery of a new lease, written extension agreement or amendment, Lessor hereby waives its right of re-entry; instead Lessee shall be deemed to be occupying the Premises as a tenant at will, and the Lessee shall be responsible to pay for damages for the period that the Lessee has quiet enjoyment of the Premises in the amount of the greater of either a) the basic annual rent payable at the rate during the last Lease year or b) fair market rent per year; provided that in either case such amount shall be charged on a pro rata basis per day that Lessee holds over. All of the other conditions, provisions and obligations of this Lease insofar as the same would apply to a tenancy at will, including Section 12, shall apply during the period that Lessee has quiet possession of the Premises after the termination of the Lease.
15. **SUBORDINATION.** This Lease shall be subordinate to mortgages to any lender providing financing to the Lessor for the Premises, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that (a), so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, (b) that such mortgages, by their terms expressly waive, relinquish and release any and all rights of re-entry or to retake possession of the Premises in the event of nonpayment of rent or other defaults hereunder by Lessee, and (c) that Lessee's leasehold estate, including but not limited to the Option rights in Section 24, will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto. The protections afforded Lessee in this section exist so long as (at the time of the commencement of any foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.
16. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then

performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

17. **EMINENT DOMAIN.** In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Leased Premises by eminent domain, then in any such condemnation proceedings, Lessor shall be entitled to all proceeds paid as compensation for the taking of the Premises. Lessee shall have no claim for any proceeds from the taking, but shall have the right to assert a claim for relocation benefits and for any personal property of Lessee taken by the condemning authority.

18. **CONSTRUCTION OF IMPROVEMENTS.** On or before the commencement of the term hereunder, Lessor shall complete or cause to be completed at its expense the construction work on the Premises as more specifically set forth in the program statement attached as Schedule III. No change shall be made in the terms and conditions of such schedule unless mutually agreed to by the Lessor and Lessee. Lessor shall commence and diligently prosecute to completion its construction in a good and workmanlike manner as provided and in accordance with all applicable federal, state and municipal regulations. Lessee, through its authorized agents only, may, at its option, revise said construction work prior to commencement of construction and request changes during construction, provided, however, that such changes must first be approved by Lessor. The method and payment by Lessee for any increase or decrease in costs, if applicable, resulting from said changes in construction shall be negotiated between the parties at the time of said changes. Changes shall be documented in writing and signed by both parties as

acknowledgement of such changes. Such improvements and the Lessee's cost of such improvements shall be mutually agreed upon by Lessee and Lessor all as more specifically set forth in Schedule III. A final copy of Schedule III, as built, will be added to this lease via a letter of addendum upon completion of construction. Under no circumstances shall any change orders increase the Option Purchase Price.

19. **UNFORSEEN CONDITIONS.** Unforeseen conditions related to rock and native soil conditions are the responsibility of the Lessor.
20. INTENTIONALLY LEFT BLANK.
21. **LIQUIDATED DAMAGES.** Lessor hereby covenants and agrees that in the event the Residence Hall construction is not substantially completed and ready for occupancy on or before the Anticipated Commencement Date, Lessor shall pay to or credit Lessee, the sum of \$5,000 per day for each and every subsequent day between August 1, 2013 and August 31, 2013 that Lessor fails to substantially complete construction. For each and every subsequent day after August 31, 2013 that Lessor cannot provide substantial completion and occupancy, Lessor shall pay to Lessee liquidated damages of \$18,000 per day due to the delayed occupancy of the Residence Hall. Liquidated damages shall not be payable for such period of delay in substantial completion of construction caused by strikes, flood, fire, acts of God, the State of Wisconsin, the University of Wisconsin, the availability of raw materials or other cause or causes beyond the reasonable control of Lessor, Lessor's agents and employees, hereinafter referred to as reasons of excusable delay. If the construction is delayed due to reasons of excusable delay, the entire construction schedule shall be adjusted by adding the number of days of excusable delay to the dates established by this paragraph for the payment of liquidated damages provided that the party seeking benefit of this provision shall within five (5) days of the beginning of any such excusable delay, have first notified in writing the other party thereof and of the cause or causes thereof and requested an extension for the period of the excusable delay. The liquidated damages provisions of this paragraph do not apply to the dining portion of the Premises, unless occupancy of the dining hall portion is delayed beyond October 15, 2013, which date is subject to extension due to reasons of excusable delay.

22. CAPTIONS. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
23. MINIMUM WAGES. The Lessor or its contractor shall post, at an appropriate conspicuous point on the site of the project, a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this lease and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- a) If it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rate as shall be determined by the Department of Workforce Development. Such approved minimum rate shall be retroactive to the time of the initial employment of such persons in such trade or occupation.
  - b) The specified wage rates are minimum rates only, and the Division of Facilities Development will not consider any claims for additional compensation made by Lessor because of payment by the Lessor of any wage rate in excess of the rate applicable to the Premises.
  - c) Failure to comply with the conditions of this section may result in the contractor becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
24. OPTION TO PURCHASE. Lessee shall have an option to purchase the Premises as described below.
- a) Lessee shall have the option to purchase Lessor's interest in the Premises covered by this Lease, including the Residence and Dining Hall Premises, and Lessors interest in the Ground Lease (collectively the "Option Property") for the purchase price of \$29,286,500.00, which includes the Division of Facilities Development (DFD) Management Fee (payable to DFD) ("Option Purchase Price"), on August 31, 2013 and for two years thereafter. If the Lessee intends to exercise this option, parties agree that the Lessee shall give written notice to Lessor and the Lessee shall have six (6) months to obtain necessary approvals and to close the purchase, provided that if the Lessee does not obtain all necessary approvals, Lessee shall not be required to close the purchase of the Option Property. Following provision of notice to exercise this option, Lessee shall be entitled to conduct an inspection of the Premises.

b) If Lessee provides notice of its decision to exercise its option to purchase on or after August 31, 2015, then the Option Purchase Price, shall be determined in accordance with the following procedure:

1. The Lessee shall obtain, at the Lessee's expense, an MAI appraisal or appraisals which shall determine the fair market value of the Option Property in accordance with the provisions thereof.
2. If Lessor does not agree with the appraisal presented by the Lessee, Lessor shall obtain, at Lessor's expense, and deliver to the Lessee another MAI appraisal within sixty (60) days after Lessor's receipt of the Lessee's appraisal which shall determine the fair market value of the Option Property in accordance with the provisions hereof. If Lessor fails to deliver to the Lessee another appraisal within such sixty (60) day period, then it shall be deemed that Lessor has accepted the Lessee's appraisal and such appraisal shall be deemed the purchase price.
3. If the higher of the two appraisals is no more than 10% above the other appraisal, then the fair market value shall be the average of the two and this average shall be the purchase price. If the higher of the two appraisals is more than 10% above the other appraisal, the two (2) appraisers shall choose a third MAI appraiser and determine the fair market value of the Option Property in accordance with paragraph 5 of this subsection.
4. If such two appraisers shall be unable to agree upon the designation of a third MAI appraiser within ten (10) days then such third MAI appraiser shall be selected by having each of the two appraisers place the name of an MAI appraiser, other than himself or herself, in a hat, and then having the Lessor conduct a blind draw to determine the name of the third appraiser.
5. If a third appraiser is selected, the purchase price shall be the average of the determination of the purchase price made by the third appraiser and the determination of the purchase price made by the appraiser selected by either Lessor or the Lessee whose determination of the fair market value is nearest to that of the third appraiser.

6. All appraisers appointed pursuant to this section shall be independent qualified MAI appraisers with not less than five (5) years of experience in the market area of the Option Property. Each party shall pay the fee of the appraiser(s) selected by it and if a third appraiser is appointed pursuant to subparagraph 3 or 4 above, the fee of the third appraiser shall be split equally between the Lessor and the Lessee.
  7. If the Lessee intends to exercise this option pursuant to this paragraph c, the parties agree that the Lessee shall give written notice to Lessor. Further, the parties shall have six (6) months to determine the purchase price hereunder and close the transaction, provided that if the Lessee does not obtain all necessary approvals, Lessee shall not be required to close the purchase of the Option Property.
- c) The transaction shall be closed at the Lessee's office in Madison, Wisconsin. In the event the Lessee exercises the option to purchase, Lessor shall provide Lessee, within 20 days before the closing, an owner's policy of title insurance in the amount of the full purchase price, naming the Lessee as the insured, as its interest may appear, written by a responsible title insurance company licensed in the State of Wisconsin, which policy shall guarantee the Lessor's title to be in the condition called for by this agreement. A commitment by such a title company, agreeing to issue such a title policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance. Lessor shall, upon payment of the Option Purchase Price, convey the property by good and sufficient Warranty Deed, free and clear of all liens and encumbrances excepting: liens or encumbrances caused by act or omission of the Lessee; the ground lease; municipal and zoning ordinances; recorded easements for public utilities and recorded building restriction. Lessor shall pay all transfer taxes and deliver at closing a Wisconsin Real Estate Transfer Return. Lessee shall pay all recording fees. It is understood that rental payments due Lessor under the above referenced Lease shall be prorated as of the date of closing, and that the Lease shall then be deemed null and void. General real estate and property taxes shall be prorated to the date of closing; all installments due and unpaid on improvements shall be paid by Lessor.
- d) At closing the Lessor shall do all of the following:

1. Execute, acknowledge and deliver an assignment of the ground lease to Lessee and a Warranty Deed conveying title to the Premises.
2. Execute, acknowledge and deliver to Lessee an Affidavit that Lessor has made no improvement to the Premises for six months immediately preceding the closing date. If Lessor has made any improvements within six months immediately preceding the closing date, Lessor shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers or material men.
3. Ten days prior to closing, deliver to Lessee a Commitment to issue an Owner's Policy of Title Insurance in the amount of the purchase price showing title to the Premises.
4. Lessor shall pay the premium for issuance of the final Title Insurance Policy including gap coverage.
5. Execute and deliver to Lessee the Wisconsin Real Estate Transfer Return together with a check payable to the Register of Deeds in the amount of the transfer tax due.
6. Prepare, execute and deliver to Lessee a closing statement setting forth the purchase price, all adjustments thereto, and all amounts paid at closing.
7. Execute and deliver to the Lessee an FIRPTA Affidavit under IRC 1445 stating that the Lessor is not a foreign person or entity.

e) At closing, Lessee shall do all of the following:

1. Deliver to the closing agent, for credit to Lessor and any mortgagees and / or trustees, funds equal to the purchase price as adjusted.
2. Execute and deliver to Lessor a closing statement setting forth the purchase price, all adjustments thereto and all amounts paid at closing.

25. **TERMINATION DUE TO PURCHASE.** Upon purchase of the Premises pursuant to this agreement, the Lease for said Premises shall be null and void.

26. **USE OF PROPERTY.** This Lease is expressly contingent upon Lessee's ability to use the property for the purposes specified in Section 2. In the event that zoning or other municipal or other governmental ordinances restrict or deny Lessee's ability to do so, this Lease is null and void.

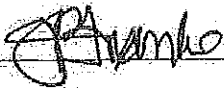
27. ESTOPPEL CERTIFICATES, NON-DISTURBANCE AND ATTORNMENT. Lessee or Lessor will, at any time from time to time, upon not less than ten (10) days prior request by the other, execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified (or, if modified, the disclosure of such modification shall be made) and in full force and effect, the date to which rents and other charges have been paid, stating whether or not the party requested to provide the statement had knowledge of any default hereunder on the part of the requesting party in the performance of any covenant, agreement or condition contained herein and, if so, specifying each such default, and any other matter reasonably requested by the requesting party. If required by any lender providing financing to Lessor, Lessee agrees to execute a reasonable form of non-disturbance and attornment agreement.
28. CASUALTY. In the event of any casualty, the Lessee may exercise its option to purchase with the fair market value being calculated as provided in Section 24 provided that the appraised fair market value shall be determined based on the condition of the Premises immediately prior to casualty. If the option to purchase is so exercised by the Lessee, the Lessee shall be entitled to all insurance proceeds otherwise payable to the Lessor. In the event of a casualty, the Lessee shall (and any insurance proceeds shall be used to) repair or restore the Premises, except that if the Premises is damaged to an extent 50% or more of the cost of replacement thereof, then the Lessee may terminate the Lease, with any insurance proceeds paid to Lessor.
29. ASSIGNMENT. The Lease is assignable subject to the approval of the Lessee, except that an assignment by Lessor to an entity wholly owned or controlled by Lessor requires no further approval by Lessee. In the event of any such assignment by Lessor, Lessor will provide Lessee with notice, including but not limited to, a copy of the assignment and any change in contact information.
30. AUTHORIZATION, BINDING EFFECT. This Lease is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lessor has been given written notice to proceed by the Department of Administration, Division of Facilities Development.



31. WAIVER. The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
32. LANDLORD/TENANT RELATIONSHIP. It is the intention of the parties to create the relationship of landlord and tenant and no other relationship whatsoever and nothing here shall be construed to constitute the parties hereto partners or joint ventures, or to render either party hereto liable for any debts or obligations of the other party.
33. ENTIRE AGREEMENT. There are no oral agreements or understandings between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between Lessor and Lessee and none thereof shall be used to interpret or construe this Lease. This Lease cannot be amended, altered or terminated orally but only by an agreement in writing signed by both parties.
34. COVENANTS RUNNING WITH THE LAND. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.
35. CUMMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
36. TIME OF ESSENCE. Time is of the essence with respect to all provisions of this Lease.
37. CHOICE OF LAW. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
38. EXECUTED LEASE. This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

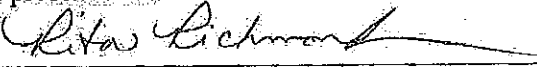
IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR:



By: Jerold P Franke  
President UW-Platteville Real Estate Foundation

In presence of:



Rita Richmond

Dated: 6/4/2013

Social Security or Taxpayer Number:

35-2396254

LESSEE:

State of Wisconsin

"The undersigned certifies that this request for Governor's approval meets all applicable state and federal statutes, rules, regulations and guidelines. This certification is based upon a thorough and complete analysis of this request."

By: 

CHRIS SCHOENHERR Mike Huebsch  
DEPUTY SECRETARY  
DEPARTMENT OF ADMINISTRATION

By: 

SCOTT WALKER  
GOVERNOR  
STATE OF WISCONSIN

Dated: 5/31/13

Dated: 6/4/2013

By: 

DEBORAH A. DURCAN  
VICE PRESIDENT FOR FINANCE  
UNIVERSITY OF WISCONSIN - SYSTEM

Dated: 6/4/2013

## SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 361 - 65, and the Federal ADA Regulation. Federal ADA Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the Federal Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and the Federal ADA Requirements.
2. Furnish building occupancy or use permit if required.
3. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon program statement attached hereto as Schedule III.
4. The Lessor agrees to allow the Lessee to have a construction representative, of the Lessee, occasionally on site during construction. The Lessee shall pay the cost of having the on-site construction representative. During construction, the Lessor agrees to resolve punch lists of items that do not comply with plans, specifications and other items identified during construction as submitted by the Lessee's construction representative with a fourteen (14) day period prior to the commencement date of the Premises and Lessee has right to withhold rent for such Premises if punch list items are not completed. In the event a punch list item is such that it cannot be remedied within the 14 day period, the Lessee shall waive the right to withhold rent if corrective actions are commenced within such period and diligently pursued to completion.
5. The Project Architect and Engineers shall provide floor plans, reflected ceiling plans and elevations using an agreed upon format.
6. The Lessor agrees that all contracts for installation of building systems shall have transferable guarantees to the Lessee which shall be assigned to the Lessee in the event the Lessee exercises any of its options to purchase. Lessor agrees to vigorously enforce any guarantees or warranties during the period of time in which Lessee is a tenant in the Premises.
7. The Lessor in carrying out the duties of this Lease to construct a facility for the Lessee's use agrees to contract directly with all individual consultants to insure payment for services rendered. This does not apply to subcontractors to the prime contractors who are engaged in this work.

Schedule II

Ground Lease

## GROUND LEASE AGREEMENT

**COPY**

This Ground Lease Agreement is made and effective as of the 3rd day of July, 2012, by and between the Board of Regents of the University of Wisconsin System, a body corporate pursuant to sec. 36.07, Wis. Stats. ("Lessor") and the University of Wisconsin Platteville Real Estate Foundation, Inc., a Wisconsin non-profit corporation ("Lessee").

### RECITALS

- A. Lessor is the owner of a parcel of land (the "Land").
- B. Lessee desires to construct on the Land and lease, pursuant to Building Lease \_\_\_\_\_ to the State of Wisconsin, Department of Administration, a residence hall and dining facility (facility) with all appurtenances and access to common areas.
- C. Lessor is leasing the Land to Lessee and Lessee is willing to lease the Land from Lessor on the terms and conditions set forth below in this Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the purpose of constructing the facility for occupancy by the University of Wisconsin-Platteville, the parcel more particularly described in the schedule attached hereto as Exhibit A (Land). The Lease shall also allow the Lessee an access easement across the internal roadways extending to Southwest Road and any other access road that may be added in the future, for the duration of the Lease, provided that at all times safe pedestrian and vehicular access to Southwest Hall is preserved.
2. Lease Term. The initial term of this Ground Lease Agreement (Lease) shall commence on the date that construction of the facility commences on the Land and end on the earlier of the 50th anniversary of Building Lease \_\_\_\_\_ or upon purchase of facility as provided for in Building Lease \_\_\_\_\_. The facility shall be leased by Lessee to the State of Wisconsin, Department of Administration, pursuant to Building Lease Number \_\_\_\_\_. As provided in the Building Lease \_\_\_\_\_, this Ground Lease may be extended three times in 10 year increments. If the Building Lease is extended beyond the 50 years of this agreement, then this Ground Lease shall also be extended.
3. Rent. The annual rent for the Land pursuant to this Lease shall be \$1.00, payable on the commencement of this Lease and the first day of each subsequent year of the initial term of this Lease. Rent shall be payable in lawful money of the United States, without deduction or offset, to Lessor at the address for notices set forth below. Payment of rent if the Lessee remains in possession beyond the term of this lease, or

Insurance for all owned, non-owned and hired vehicles that are used in carrying out the Lease. Minimum coverage is listed in paragraph A.5.

- b. The Lessee and its Contractor shall require each Subcontractor to procure and maintain Commercial Auto Liability Insurance equal to that required in subparagraph A.3.a.

4. Scope of Insurance and Special Hazards: The insurance required under subparagraphs A.2. and A.3. shall provide adequate protection for the Lessee, Contractor and Subcontractor(s) respectively, against damage claims which may arise from operations under this Lease, whether such operation be by the insured and also against any of the special hazards which may be encountered in the performance of this Lease.

5. Minimum Limits Required:

TYPE	Limits
Commercial General Liability	\$1,000,000 General Aggregate (applies per project) \$1,000,000 Products Aggregate \$1,000,000 Personal Injury \$1,000,000 Each Occurrence \$50,000 Fire Damage \$5,000 Medical Expense Per Person
Automobile Liability	\$1,000,000 Combined Single Limit
Excess Liability - Umbrella	\$20,000,000 Each Occurrence \$20,000,000 Aggregate

Worker's Compensation/Employers Liability Insurance

1. State: Statutory
  2. Federal: As Applicable
  3. All Employees, partners, individuals, any managers on Construction Project Site/Land must be included for coverage.
6. The Commercial General Liability and Umbrella policies described in section A.2. shall include the State of Wisconsin and the Lessor as Additional Insureds as respects the activities carried out under this Lease. Additional coverage on the Lessee and Contractor Umbrella policy can be used to make up the required limits.
7. Proof of Insurance: The Lessee and Contractor shall provide a certificate of insurance to UW System Risk Management from a company lawfully authorized to do business in the State of Wisconsin indicating coverage is in place at the limits set forth in this Section. The insurer shall give UW System Risk Management thirty (30) day notice of cancellation or changes in coverage.

10. Maintenance. Lessee shall cause the Land to be maintained in a neat and orderly manner prior to the commencement of Building Lease \_\_\_\_\_. Upon the commencement of Building Lease \_\_\_\_\_, Lessor shall be responsible for the maintenance of the Land in accordance with the terms of the Building Lease. In the event the lessee under Building Lease \_\_\_\_\_ ceases to occupy the Land for any reason, including non-appropriation of funds, or Building Lease \_\_\_\_\_ is not renewed and Lessor does not purchase the residence hall but this Ground Lease nonetheless remains in effect, Lessee shall cause the Land to be maintained in a neat and orderly manner, including regular grass cutting, weed control and snow removal.

11. Subletting and Assignment. Except as otherwise provided herein, Lessee shall not sublet the Land in whole or in part without Lessor's consent. Lessee shall not assign, or transfer this Lease, or any interest in this Lease, without the prior, express, and written consent of Lessor, which consent shall not unreasonably be withheld, and consent to an assignment shall not be deemed to be consent to any subsequent assignment.

Lessor's interest herein may be assigned to any other state agency or department as directed by the Wisconsin State Legislature

12. Notices. A. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor: Jane S. Radue, Secretary  
Board of Regents of the UW System  
1860 Van Hise Hall  
1220 Linden Drive  
Madison, WI 53706

To Lessee: Director, UW-Platteville  
Real Estate Foundation, Inc  
Ullsvik Hall Suite 1525  
1 University Plaza  
Platteville, WI 53818

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

13. Renewal. If Building Lease \_\_\_\_\_ is renewed beyond its initial term, this Lease shall automatically renew for the same term.

14. Surrender of Land. Lessee upon termination of this Lease, by lapse of time or otherwise, agrees to peaceably surrender the Land to Lessor.

16. Post-Construction Insurance

- A. Concurrent with the execution of this Lease, the State of Wisconsin, by the Department of Administration (Department), has agreed to lease various buildings and other structures from the Lessee. Property insurance during the period that the buildings and all individual premises, as defined in Building Lease \_\_\_\_\_, are leased to the Department shall be governed by the terms of Building Lease \_\_\_\_\_. If at anytime during the term of this Lease the Department's obligation with respect to an individual premise or all individual premises under Building Lease \_\_\_\_\_ ceases, or should the Lessee holdover beyond the end of this Lease, the Lessee under this Lease shall maintain replacement cost property insurance on each individual premise where the Department's obligation has ceased, or on all premises that the Department or Lessor does not occupy upon holdover by Lessee.
- B. At all times following completion of construction, Lessee shall maintain Commercial General Liability insurance policies with limits of not less than Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence and Four Million and 00/100 (\$4,000,000.00) Dollars in the Aggregate with Ten Million and 00/100 (\$10,000,000.00) Dollars Excess Liability Umbrella.

The Property, Commercial General Liability and Umbrella policies required in this section shall include the State of Wisconsin and the Lessor as Additional Named Insureds. The Lessee shall provide a certificate of insurance to UW System Risk Management from a company lawfully authorized to do business in the State of Wisconsin indicating coverage is in place at the limits set forth in this Section. The insurer shall give UW System Risk Management thirty (30) day notice of cancellation or changes in coverage.

17. Taxes. Lessee shall be responsible for personal property and real property taxes, if any, relating to the construction of the residence hall. Upon commencement of Building Lease \_\_\_\_\_, responsibility for all personal property and real property taxes shall be in accordance with the provisions of the Building Lease.

18. Default; Remedies.

- a. If either party shall be in default under this Lease; or either party shall fail to duly and fully observe or perform any other covenant, condition, or agreement on the part of such party to be observed or performed by such party pursuant to this Lease and such default continues for a period of sixty (60) days after delivery of written notice from the non-defaulting party to the defaulting party; then the non-defaulting party shall be entitled to exercise all of its rights and remedies with respect to the Lease and the Land permitted or allowed by law.
- b. In the event that a default cannot be cured within 60 days, so long as the party timely commences efforts to cure, the defaulting party shall be granted a mutually agreed upon time limit to remedy the situation.



- b. Notwithstanding anything to the contrary, if the State holds over under the Building Lease, the Lessee under the Ground Lease shall be entitled to hold over for a like period of time with no increase in rent or any other changes in the terms of the Ground Lease.

20. Estoppel Certificates: Subordination, Non-Disturbance and Attornment. Lessee or Lessor will, at any time from time to time, upon not less than ten (10) days prior request by the other, execute, acknowledge and deliver to the other a statement in writing certifying that this Lease is unmodified (or, if modified, the disclosure of such modification shall be made) and in full force and effect, the date to which the rents and other charges have been paid, stating whether or not the party requested to provide the statement had knowledge of any default hereunder on the part of requesting party in the performance of any covenant, agreement or condition contained herein and, if so, specifying each such default, and any other matter reasonably requested by the requesting party, it being intended that any such statement may be relied upon by any prospective purchaser, mortgagee or holder of a deed of trust on the Land or any assignee of such party. Lessee shall be permitted to collaterally assign and/or mortgage its interest in this Lease to a lender providing financing for the facility, but in no event shall such assignment create any lien or encumbrance against the Land. If required by any lender providing such financing to Lessee, Lessor agrees to execute a commercially reasonable agreement providing such lender notice and cure rights in the event of any default hereunder by Lessee and in the event such lender exercises its remedies under the collateral assignment or mortgage of Lessee's interest in this Lease, Lessor will recognize the rights of such lender as lessee under this Lease. Any such instrument shall provide the same notice to Lessor as Lessee of any default of Lessee thereunder giving rise to such lender's rights to exercise remedies thereunder.

21. Public Record of Lease. If required by any project-related lender to Lessee, Lessor and Lessee shall cooperate to prepare and cause to be recorded in the Office of the Register of Deeds for Dane County or such other location satisfactory to such lender a memorandum or other public record evidencing Lessee's leasehold interest (or the interest of such sublessee or assignee, as the case may be) under this Lease.

22. Liability for Environmental Conditions.

a. "Hazardous Materials" shall mean:

- i. any biologically or chemically active, or other toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCB's, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances," or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. §6010, et seq.;
- ii. any chemical substance or mixture regulated under the Toxic Substance Control Act 1976, as amended, 15 U.S.C. §2601, et seq.;

alleged violation of any applicable environmental law and have not been named or listed as a potentially responsible party by any governmental body or agency in a manner arising under any applicable environmental law.

- d. All representations, warranties, and indemnification agreements described in this Article 19 shall survive the expiration or termination of this Lease and shall apply to and inure to the benefit of all heirs, successors, and assigns of Lessor and Lessee their directors, officers, shareholders, employees, subtenants, and affiliates.

23. Worker's Compensation Waiver of Subrogation. Lessor shall not be liable to Lessee, Lessee's contractors or their subcontractors, for any injuries to Lessee's employees or those of its contractors or their subcontractors arising out of, or in connection with, the grant of this Lease, including any and all work of any type performed upon the Land or the property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the property unless caused by the willful acts, bad faith, or the negligence of Lessor, its agents or employees.

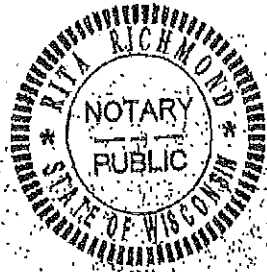
Lessee and Lessee's contractors shall each waive any and all right of recovery from Lessor for worker's compensation claims made by their respective employees and shall obtain such waiver from their workers' compensation insurer. Lessee, for itself and its contractors and subcontractors, agrees that the waiver of subrogation provisions within this Lease extend to any such claims brought by or on behalf of any employee of Lessee or any contractor or subcontractor of Lessee.

24. Miscellaneous. Neither this Lease nor any of the terms, covenants or conditions hereof may be modified or amended, except by an agreement in writing, duly executed and delivered by the party against whom enforcement of such modification or amendment is sought. The headings of the paragraphs and subparagraphs of this Lease are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants or conditions hereof.

25. Provisions Severable. If any provisions of this Lease shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, by a court of competent jurisdiction in the State of Wisconsin, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality and enforceability of the remaining provisions thereof.

26. Nondiscrimination/Affirmative Action. In connection with the performance of this Lease and pursuant to sec. 16.765, *Wis. Stats.*, Lessee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, sex, physical condition, developmental disability as defined in sec. 51.01(5), *Wis. Stats.*, sexual orientation as defined in sec. 111.32(13m), *Wis. Stats.*, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection of training, including apprenticeship. Except with respect to sexual orientation, the Lessee agrees to take affirmative action to ensure equal

Personally came before me this 17 day of July, 2012, FRANKE, the  
PRESIDENT of UWP REAL ESTATE Foundation, a Wisconsin non-profit corporation, to  
me known to be such person and officer who executed the foregoing instrument and  
acknowledged that he executed the same as such officer as the deed of such entity, by its  
authority,



Rita Richmond  
Rita Richmond  
Notary Public, State of Wisconsin  
My commission expires 10-18-2015

**APPENDIX M:**  
Overpayment Returned  
Example

v 02226818

**Refund of Receipts/Sales Credit Form**

Cash Management, 21 N. Park Street, Suite 6101

Vendor #		0000568686									
Check Payable To: (Customer or Other) (last name, first name, initial)		Amount(s)	Account	Fund	Dept	Prog	County Tax Code Name	Tax Code		Project	<b>Additional Information/Justification:</b> Provide detail information of why money is being refunded, such as:  Invoice number, voucher ID, date of event, check number or dollar amount.  Sponsor sent wire transfer to UW Foundation in error for PRJ64YE/MSN140605 Invoice MSN044082 in the amount of \$22,619.32. The payment should have come to BOR-RSP. UW Foundation transferred the funds via EFT #4346 on 8/11/15 and also sent check #304463 deposited on 9/28/15. This check is to reimburse UW Foundation for the duplicate payment to RSP.
UW Foundation		\$22,619.32	9200	136	980100	R				UWMSN PRJ38CM	
Send Check to (requires a mailing address)			8224								
Address 1:			8220								
Accounts Payable											
Address 2:						R					
1848 University Avenue			8224								
City:			8220								
Madison											
State: WI Zip/Postal Code: 53726 Country:						R					
Refund Reference: PRJ64YE		Payment Handling Code: CP		Call for Pickup							
		\$22,619.32	TOTAL AMOUNT								
Contact Information		Date: October 22, 2015									
Name: Crisli Fusch		E-mail: fusch@rsp.wisc.edu		Telephone Number: 6-0029							
Please see the following website for Refund of Receipts/Sales Credit Form Instructions and Guidelines: <a href="http://www.bussvc.wisc.edu/accl/instructions/refundin.html">http://www.bussvc.wisc.edu/accl/instructions/refundin.html</a>											
I certify that I have reviewed this refund payment and find it to be in compliance with all established purchasing and accounting policies.											
Supervisor Approval: <i>aiwilson</i>				E-mail address: <i>aiwilson@rsp.wisc.edu</i>				Telephone Number: <i>(608) 262-0237</i>		Date: <i>10/22/2015</i>	
Deen/Director Approval:				Date:				Authorized Institution Approval:		Date:	
Attach original refund of receipts/sales credit form and supporting documentation and send to your Dean/Director's Business Office for review and approval before sending to Cash Management, Suite 6101, 21 N. Park Street.											

*CF WSP*

Angle

Duplicated -  
- 8/11/15 xfer  
- 8/28/15 ck 304463

this payment came in  
from foundation per clance  
I was told it is for  
MSN 148605.

University of Wisconsin Foundation 1848 University Ave Madison, WI 53726-4090		To: BOR-RESEARCH & SPONSORE	Check Date: 8/27/2015 Check Number: 304463		
Invoice Number	Date	Description	Amount	Discount	Net Amount
806155	8/6/2015	Final Payment on Research Project for D	\$22,619.32	\$0.00	\$22,619.32
		Totals:	\$22,619.32	\$0.00	\$22,619.32

8/31  
8/31/15  
MSN 148605

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KILOMETER A FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW!

University of Wisconsin Foundation  
1848 University Ave  
Madison, WI 53726-4090

US Bank  
18 Pickney St  
Madison, WI 53703

CHECK DATE	CHECK NO.
8/27/2015	304463
CHECK AMOUNT	

PAY \*\*Twenty two thousand six hundred nineteen and 32/100 Dollars\*\*

\$\*\* 22,619.32

TO  
THE  
ORDER  
OF  
BOR-RESEARCH & SPONSORED PROGRAMS  
RESEARCH & SPONSORED PROGRAMS  
21 N PARK ST STE 6401  
MADISON, WI 53715-1218

*[Signature]*

AUTHORIZED SIGNATURE

To: BOR ACCTNG SVCS		EFT: 4346			
US Bank		8/11/2015			
Invoice Number	Date	Description	Amount	Discount	Net Amount
233-54YE	7/31/2015	Deposit to 233-54YE Dr Jorge Osorios R	\$22,619.32	\$0.00	\$22,619.32
		Totals:	\$22,619.32	\$0.00	\$22,619.32

To: BOR ACCTNG SVCS		EFT: 4346			
US Bank		8/11/2015			
Invoice Number	Date	Description	Amount	Discount	Net Amount
233-54YE	7/31/2015	Deposit to 233-54YE Dr Jorge Osorios R	\$22,619.32	\$0.00	\$22,619.32
		Totals:	\$22,619.32	\$0.00	\$22,619.32

Notification of Payment and Automatic Funds Transfer	
Funds will be deposited into the following account on 8/11/2015:	
EFT Transaction Number: 4346	
Bank Name: US Bank Bank Transit Number: 075000022 Bank Account Number:	
TO	BOR ACCTNG SVCS DANA COSHENET 21 N PARK ST STE 6220 MADISON, WI 53715
	Bank account deposit date: 8/11/2015
	Total deposit amount: \$22,619.32
Memo:	

**Payment Services Office - non-payroll**

---

**From:** Crook, Corey  
**Sent:** Tuesday, August 16, 2016 8:44 AM  
**To:** Payment Services Office - non-payroll  
**Subject:** Payment for Theatre Scholarship Money Collected July 2015-June 2016  
**Attachments:** Theatre Scholarship Payment FY16.xlsx

Good Morning,

Please write a check to the UWSP Foundation for \$6637.50.  
This should come from account 103344. This is the total collected July 1, 2015 – June 30, 2016.  
This is money collected from ticket sales for Theatre Scholarships.

Attached is the documentation showing how much went to the Theatre Scholarship account (#103344) for each Theatre performance during the past fiscal year. The amounts used can be found in the "Tickets with scholarship fees" row in each report. Please let me know if you have any questions.

Thank you!

**Corey Crook**

University Information & Ticket Center Services Manager  
University Centers  
UW-Stevens Point  
715-346-3554  
[Corey.Crook@uwsp.edu](mailto:Corey.Crook@uwsp.edu)

*Jan H*  
*Theatre Scholarship*  
*7/1/14 -*  
*6/30/16*  
*Jan H*

0 • C

106.50 +  
42.00 +  
127.50 +  
123.00 +  
52.50 +  
52.50 +  
114.00 +  
115.50 +  
132.00 +  
196.50 +  
388.50 +  
238.50 +  
99.00 +  
220.50 +  
295.50 +  
357.00 +  
52.50 +  
43.50 +  
111.00 +  
121.50 +  
169.50 +  
132.00 +  
142.50 +  
343.50 +  
238.50 +  
139.50 +  
211.50 +  
313.50 +  
132.00 +  
165.00 +  
156.00 +  
213.00 +  
58.50 +  
147.00 +  
180.00 +  
109.50 +  
30.00 +  
106.50 +  
147.00 +  
147.00 +  
100.50 +  
112.50 +  
153.00 +

AD

043

6,637.50G+ ✓



# Theatre First Nighters #806123

Date:	10/16/15 X		
Name of Show:	The Seagull: Rehearsed		
Tickets Sold			
Ticket	Number of Tickets	Price of Ticket	Extended Price
Studio First Nighters	0	\$ 55.00	\$ -
Jenkins First Nighters	0	\$ 53.33	\$ -
S & J First Nighters	71	\$ 50.00	\$ 3,550.00
Total Tickets:	71		
Tickets with Scholarship fee:	71	\$1.50 per ticket	\$ 106.50
Tickets with fee:	71		
Total Sales:			\$ 3,550.00
Ticket Fees before tax		\$1.25 per ticket	\$ 88.75
	Ticket Fees State Tax Payable		\$ 4.21
	Ticket Fees County Tax Payable		\$ 0.42
	Total to Ticket Office after tax		\$ 84.12
	Total to client before tax		\$ 3,354.75
	State tax payable		\$ 158.99
	County Tax payable		\$ 15.90
	Total taxes		\$ 174.89
After taxes and ticket fees		\$	3,179.86

# Theatre #806127

Date:	10/16/15 X		
Name of Show:	The Seagull: Rehearsed		
Tickets Sold			
Ticket	Number of Tickets	Price of Ticket	Extended Price
Season Adult	7	\$ 16.00	\$ 112.00
Season Senior	2	\$ 15.00	\$ 30.00
Season Youth	0	\$ 13.67	\$ -
Adult	6	\$ 21.00	\$ 126.00
Senior	13	\$ 20.00	\$ 260.00
Youth	0	\$ 16.00	\$ -
UWSP Student with ID	11	\$ 4.50	\$ 49.50
UWSP Student Day Of	0	\$ -	\$ -
UWSP Staff	1	\$ 16.00	\$ 16.00
Comps	34	\$ -	\$ -
Total Tickets:	74		
Tickets with Scholarship fee:	28	\$1.50 per ticket	\$ 42.00
Tickets with fee:	40		
Total Sales:			\$ 593.50
	Ticket Fees before tax	\$1.25 per ticket	\$ 50.00
	Ticket Fees State Tax Payable		\$ 2.37
	Ticket Fees County Tax Payable		\$ 0.24
	Total to Ticket Office after tax		\$ 47.39
	Total to client before tax		\$ 501.50
	State tax payable		\$ 23.77
	County Tax payable		\$ 2.38
	Total taxes		\$ 26.14
	After taxes and ticket fees	\$	475.36

# Theatre #806127

Date: 10/17/15 X

Name of Show: The Seagull: Rehearsed

## Tickets Sold

Ticket	Number of Tickets	Price of Ticket	Extended Price
Season Adult	0	\$ 16.00	\$ -
Season Senior	5	\$ 15.00	\$ 75.00
Season Youth	0	\$ 13.67	\$ -
Adult	61	\$ 21.00	\$ 1,281.00
Senior	18	\$ 20.00	\$ 360.00
Youth	1	\$ 16.00	\$ 16.00
UWSP Student with ID	14	\$ 4.50	\$ 63.00
UWSP Student Day Of	29	\$ -	\$ -
UWSP Staff	2	\$ 16.00	\$ 32.00
Comps	3	\$ -	\$ -
Total Tickets:	133		
Tickets with Scholarship fee:	85	\$1.50 per ticket	\$ 127.50 X
Tickets with fee:	101		
Total Sales:			\$ 1,827.00
	Ticket Fees before tax	\$1.25 per ticket	\$ 126.25
	Ticket Fees State Tax Payable		\$ 5.98
	Ticket Fees County Tax Payable		\$ 0.60
	Total to Ticket Office after tax		\$ 119.67
	Total to client before tax		\$ 1,573.25
	State tax payable		\$ 74.56
	County Tax payable		\$ 7.46
	Total taxes		\$ 82.02
	After taxes and ticket fees	\$	<b>1,491.23</b>

# Theatre #806127

Date:	10/18/15 X		
Name of Show:	The Seagull: Rehearsed		
Tickets Sold			
Ticket	Number of Tickets	Price of Ticket	Extended Price
Season Adult	4	\$ 16.00	\$ 64.00
Season Senior	10	\$ 15.00	\$ 150.00
Season Youth	0	\$ 13.67	\$ -
Adult	29	\$ 21.00	\$ 609.00
Senior	34	\$ 20.00	\$ 680.00
Youth	5	\$ 16.00	\$ 80.00
UWSP Student with ID	15	\$ 4.50	\$ 67.50
UWSP Student Day Of	11	\$ -	\$ -
UWSP Staff	0	\$ 16.00	\$ -
Comps	5	\$ -	\$ -
Total Tickets:	113		
Tickets with Scholarship fee:	82	\$1.50 per ticket	\$ 123.00 X
Tickets with fee:	97		
Total Sales:			\$ 1,650.50
	Ticket Fees before tax	\$1.25 per ticket	\$ 121.25
	Ticket Fees State Tax Payable		\$ 5.75
	Ticket Fees County Tax Payable		\$ 0.57
	Total to Ticket Office after tax		\$ 114.93
	Total to client before tax		\$ 1,406.25
	State tax payable		\$ 66.65
	County Tax payable		\$ 6.66
	Total taxes		\$ 73.31
	After taxes and ticket fees	\$	1,332.94

University of Wisconsin Milwaukee

**DIRECT PAYMENT FORM - Payments \$5,000 or Less**

**Do not place orders over \$5,000 with vendors or sign vendor contract documents of any amount. Low dollar order restrictions in Administrative Services Manual section 3.2.11 apply.**

See Administrative Services Manual section 2.2.21 for instructions on use of this form

<b>Check Payable To (Vendor Name):</b> UWM-Foundation <i>6950 ✓</i>				<b>Item Description:</b> SCHOLARSHIPS REMOVED FROM STUDENT ACCOUNTS THAT WERE ORIGINALLY FUNDED BY THE UWM-FOUNDATION DURING 9/4/2015 thru 3/25/2016. SEE ATTACHED LIST OF SCHOLARSHIP RECIPIENTS AND DONORS.			
Taxpayer ID # :				<div style="text-align: right;">25 APR 16 PM 2:07 ACCOUNTS PAYABLE</div>			
<b>Vendor Address:</b>							
UWM-FOUNDATION							
ATTN: Barbara Majala							
1440 E NORTH AVE.							
MILWAUKEE, WI 53202							
Invoice number:							
Amount (\$)	Account	Fund	Org	Prog	Class	Fiscal Yr	Project/grant
\$21,687.00	5711	133	980100	9		2016	PRJ28WE
<b>Total Amount</b>						\$21,687.00	
Campus Address:							
MITCHELL HALL ROOM 295 ACCOUNTS RECEIVABLE OFFICE							
Contact Person:		Telephone Number:		E-Mail Address:			
KIRSTEN ARCHAMBEAU		414-229-3463		kirstenm@uwm.edu			
I certify that I have reviewed this payment and find it to be in compliance with all established purchasing and accounting policies.							
<i>Kirsten Archambeau</i>						4/18/2016	
Supervisor Approval						Date	
<i>Jon Lane</i>						4-20-16	
Dean/Director Approval						Date	
						4/20/16	
Institution Pre-Audit Signature						Date	
Attach original plus two copies of invoice or payment document or itemized receipt to this form and forward to your Dean/Director's Business Office. <b>Note:</b> Your Dean/Director's Business Office may require additional copies. Upon receipt of a properly submitted invoice, Accounting Services will process payment according to prompt pay statute.							

3/15/2013

#1131612

## Scholarships Removed from Student Accounts 9/4/2015 thru 3/25/2016

	A	C	E	F	L	M	O	Q
1	EMPL	STUDENT NAME	SCHOLARSHIP	AMT	FUND ACCT	TERM	AUTH	AUTH
2			Lubar Scholarship	1,589.00	79981-09-14-6140	2159	Barbara J Fitzgerald	Andrea M. Wrench
3			I Carl Romer Memorial Scholars	1,000.00	65630-11-14-6140	2159	Jennifer L Klumpp	Sharon Kaempfer
4			GMF Mary Jo Read Scholarship	1,250.00	63010-14-14-6140	2159	Erik Solita	Deanna Ding
5			GMF Mary Jo Read Scholarship	2,500.00	63010-14-14-6140	2159	Erik Solita	Deanna Ding
6			UW Credit Union Scholarship	1,000.00	46711-25-14-6140	2159	David Brian Neitzke	Maria Solis
7			Architecture STAR Fund Scholar	1,000.00	68040-08-14-6140	2159	Tammy Taylor	Stephen R Heidt
8			Robert B Jones Memorial Schola	250.00	37120-14-14-6140	2159	Erik Solita	Deanna Ding
9			John Palmer Smith Scholarship	500.00	69340-14-14-6140	2162	Erik Solita	Deanna Ding
10			Sentry Insurance Scholarship	1,250.00	67290-25-14-6140	2159	Maria Solis	Coleen Dunlap
11			J Leer/R Tellier Scholarship	5,000.00	44121-09-14-6140	2162	Barbara J Fitzgerald	Andrea M. Wrench
12			Chester & Mildred Raasch '45 S	1,000.00	75401-10-14-6140	2162	Brandy Williams	Derisa Collymore
13			Lubar Scholarship	2,701.00	79981-09-14-6140	2162	Barbara J Fitzgerald	Andrea M. Wrench
14			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
15			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
16			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
17			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
18			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
19			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
20			F R Layton Graduate Fellowship	1,000.00	44181-12-11-6140	2162	Amanda R Obermeyer	Mary McCoy
21			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
22			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
23			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
24			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
25			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
26			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
27			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
28			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
29			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
30			GMF Dr John & Cynthia Jackson	61.00	67460-25-14-6140	2162	Coleen Dunlap	Maria Solis
31			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
32			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
33			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
34			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
35			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
36			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
37			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
38			GMF Dr John & Cynthia Jackson	61.00	67460-25-14-6140	2162	Coleen Dunlap	Maria Solis
39			GMF Dr John & Cynthia Jackson	61.00	67460-25-14-6140	2162	Coleen Dunlap	Maria Solis
40			Minority Academic Achievement	61.00	40051-25-14-6140	2162	Coleen Dunlap	Maria Solis
41			Unrestricted Undergraduate Sch	61.00	66150-25-14-6140	2162	Coleen Dunlap	Maria Solis
42			<b>TOTAL</b>	<b>21,687.00</b>				

Check Date: August 06, 2012

Check No. 175479

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
REF080312	August 03, 2012	00187307	5,653.09	0.00	5,653.09

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BURGUNDY ARE PRESENT.

**University of Wisconsin-La Crosse**1725 State Street Phone 608-785-8611  
La Crosse, WI 54601

ZBA

**FIRSTAR BANK**  
Milwaukee, WI 53202  
12-27750

175479

VOID ONE YEAR AFTER THIS DATE

Date August 06, 2012

Pay Amount \$5,653.09\*\*\*

Pay \*\*\*\*FIVE THOUSAND SIX HUNDRED FIFTY-THREE AND 09 / 100 DOLLAR\*\*\*\*

To The  
Order Of **UW-L FOUNDATION INC**

Authorized Signature

**University of Wisconsin - La Crosse**

Business Services 072412

125 Graff Main Hall

1725 State Street Phone 608-785-8611

La Crosse, WI 54601

FORWARDING SERVICE REQUESTED

**UW-L FOUNDATION INC**  
 CLEARY CENTER  
 615 E AVE N  
 LA CROSSE, WI 54601

8/6/12

UW-La Crosse Mail - Small Grants and Summer Programs and Weisse Award FY08-DiRocco



Lund, Paula &lt;plund@uwla.edu&gt;

---

**Small Grants and Summer Programs and Weisse Award FY08-DiRocco**

2 messages

---

**Paula Lund** <plund@uwla.edu>

Fri, Aug 3, 2012 at 3:10 PM

To: Anne Babich &lt;ababich@uwla.edu&gt;

Hi Anne,

There is an existing account from FY2011 and before that has an excess of \$317.22 in it. For FY2012, this was split up specifically and assigned separate account strings. Nancy Arens said all but about \$17 or so is just not spent. Can they use this yet, or do the funds need to be returned?

Also, Pat DiRocco has an old award (133-4-368392), originally for \$4,900.00, that still has a positive cash balance of \$4,483.09. How would you like this handled?

Thanks.

Paula Lund, CPA  
Grant Accountant  
UW-La Crosse  
125 Graff Main Hall  
1725 State Street  
La Crosse, WI 54601  
608-785-8488

---

**Babich, Anne** <ababich@uwla.edu>

Fri, Aug 3, 2012 at 3:57 PM

To: Paula Lund &lt;plund@uwla.edu&gt;

Nancy can spend the \$17.00. Since Pat DiRocco is retired we would like those dollars returned. On the Continuing Ed Gerontology scholarship we can deposit that into their Foundation account. I will contact you on Monday on the three other funds you asked me about earlier. Ron Rada contacted me and I will process the \$1500 next week. I hope you have a good weekend. Anne

[Quoted text hidden]

—  
Anne L. Babich  
Director of Finance  
UW-L Foundation, Inc.  
PO Box 1048  
La Crosse, WI 54601  
608-785-8037  
Fax: 608-785-6868

\$ 1,170.00      133-9-020675  
\$ 4,483.09      133-4-368392  
-----  
\$ 5,653.09

Please make  
check payable  
to UW-L Foundation  
PL  
8/6/12  
9504





## SUMMARY REPORT

Main Menu

Comment

Add to  
FavoritesUWLAC -  
2004 ▼

View as: Web ▼ Go

## REPORT OPTIONS:

Project Only Departments ▼  
Option:

Time Period: YTD through ▼ 13 (CLOSE) ▼ Advanced

Account Tree: ALL\_ACCT\_MAJCLASS (DEFAULT) ▼

Drilldown Level: 2 (DEFAULT) ▼

Program: All ▼

Include  
Period 998: ☐

View: Figures ▼

## FUND(S):

133

## DEPARTMENT(S):

020675 GERONTOLOGY  
SCHOLARSHIPS

Manager: Campbell, Don

Excluding Projects

Rollup

UWL-F

Account	Budget	MTD	Actuals	Encumbrances	Balance	% Budget Used
<b>REVENUES</b>						
Total Revenue	0.00	0.00	1,370.00	0.00	-1,370.00	
<b>TOTAL</b>	0.00	0.00	1,370.00	0.00	-1,370.00	
<b>EXPENSES</b>						
<b>TOTAL</b>	0.00	0.00	0.00	0.00	0.00	
Current Year Operating Net			1,370.00			
Add Prior Year Cash Balance			-200.00			
Sub-Total			1,170.00			
Conversion to Cash Basis:						
Current Year Adjustment: Deferred Revenue			0.00			
Current Year Adjustment: Accounts Payable			0.00			
Current Year Adjustment: Accounts Receivable			0.00			
Calculated Cash Balance (Periods 0-13)			1,170.00			
Actual Cash - Account 6100			1,170.00			

emailed  
Anne  
8/8/12

CLOSE?  
called Paul K  
emailed  
~~Paul K~~  
8/11



## SUMMARY REPORT

Main Menu

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## REPORT OPTIONS:

Project Only Departments ▼  
Option:

Time Period: YTD through ▼ 13 (CLOSE) ▼ Advanced

Account Tree: ACCOUNT (DEFAULT) ▼

Drilldown  
Level: Detail Accounts (DEFAULT) ▼

Program: All ▼

Include  
Period 998: ☐

View: Figures ▼

## FUND(S):

133

## DEPARTMENT(S):

368392 Weisse Award FY08-  
DiRocco

Manager: McLean, Karen

Excluding Projects

Rollup

Account	Budget	MTD	Actuals	Encumbrances	Balance	% Budget Used
<b>REVENUES</b>						
TOTAL	0.00	0.00	0.00	0.00	0.00	
<b>EXPENSES</b>						
TOTAL	0.00	0.00	0.00	0.00	0.00	
Current Year Operating Net			0.00			
Add Prior Year Cash Balance			4,483.09			
Sub-Total			4,483.09			
Conversion to Cash Basis:						
Current Year Adjustment: Deferred Revenue			0.00			
Current Year Adjustment: Accounts Payable			0.00			
Current Year Adjustment: Accounts Receivable			0.00			
Calculated Cash Balance (Periods 0-13)			4,483.09			
Actual Cash - Account 6100			4,483.09			

CLOSE

mailed  
anne  
8/3