This Operating Agreement (“Operating Agreement”) between Idaho State University Foundation, Inc. (“Foundation”) and Idaho State University (“University”) is entered into as of this 17th day of June, 2021.

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of generating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of University excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, 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 University, soliciting cash, securities, real and intellectual property, and other private resources for the support of the University, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the mission of the Foundation is to secure, manage and distribute private contributions and support the growth and development of the University.

WHEREAS, the University and Foundation desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds.

WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education’s Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E., and that they will submit this Operating Agreement for initial State Board of Education (“State Board”) approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.
WHEREAS, the Foundation and the University intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, 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:

**ARTICLE I**

**Foundation’s Purposes**

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation’s Articles of Incorporation and Bylaws, and the State Board’s Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University to be in violation of applicable policies of the State Board; or (3) conflict with the role and mission of the University.

**ARTICLE II**

**Foundation’s Organizational Documents**

The Foundation shall provide the University with access to its Articles of Incorporation and Bylaws, as amended, via the Foundation’s public website. The Foundation, to the extent practicable, also shall provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The University shall provide all such documents to the State Board.

**ARTICLE III**

**University Resources and Services**

1. **University Employees:**

   a. **University/Foundation Liaison:** The University's Vice President for University Advancement shall serve as the University’s Liaison to the Foundation.

   i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.
ii. The Vice President for University Advancement or designee shall attend each meeting of the Foundation’s Board of Directors and shall report on behalf of the University to the Foundation’s Board of Directors regarding the University's fundraising efforts.

b. **Managing Director:** The Managing Director of the Foundation is an employee of the University. The Managing Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation, and subject to the direction and control of the Foundation, as set forth in the Service Agreement attached hereto as Exhibit “B” (“Service Agreement”). More specific duties of the Managing Director are set forth in the Service Agreement.

c. **Other University Employees Holding Key Foundation or Administrative or Policy Positions:** In the event the University and the Foundation determine it is appropriate for one or more additional University employees who function in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) to serve both the University and the Foundation, then, pursuant to State Board Policy V.E., this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such University employee.

d. **Limited Authority of University Employees:** Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2. **Support Services:**

The University shall provide administrative, financial, accounting, investment, and development services to the Foundation, as set forth in the Service Agreement. All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless agreed that the direction and control of any such employee will be vested with the Foundation through a written Service Agreement. In consideration of the services provided to the Foundation by the University, the Foundation will pay directly to the University that portion of the overhead costs agreed to between the parties under the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. **University Facilities and Equipment:**

The University shall provide the use of the University's office space and equipment to the Foundation upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space and equipment shall be as set forth in the Service Agreement.
4. **No Foundation Payments to University Employees:**

Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

**ARTICLE IV**

Management and Operation of Foundation

The management and control of the Foundation shall rest with its Board of Directors.

1. **Gift Solicitation:**

   *Authority of Vice President for University Advancement.* All Foundation gift solicitations shall be subject to the direction and control of the Vice President for University Advancement.

   a. **Form of Solicitation:** Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

   b. **Foundation is Primary Donee:** Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

2. **Acceptance of Gifts:**

   c. **Approval Required Before Acceptance of Certain Gifts:** Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

   d. **Acceptance of Gifts of Real Property:** The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.
e. **Processing of Accepted Gifts:** All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Service Agreement.

3. **Fund Transfers:**
   The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

   a. **Restricted Gift Transfers:** The Foundation shall inform the University officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted funds separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

   b. **Unrestricted Gift Transfers:** The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation’s purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in the Board's sole discretion.

4. **Foundation Expenditures and Financial Transactions:**
   c. **Signature Authority:** The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature authority for financial transactions be an University employee.

   d. **Expenditures:** All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. **University Report on Distributed Funds:**
   On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.
6. **Transfer of University Assets to the Foundation:**
   No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

   e. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an University account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.

   f. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

   g. Transfers of a *de minimis* amount not to exceed $10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general University support purposes. This exception shall not apply to payments by the University to the Foundation for obligations of the University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

   h. The transfer is of funds raised by the University for scholarship or program support and the funds are deposited with the affiliated foundation for investment and distribution in accordance with the purpose for which the funds were raised.

7. **Separation of Funds:**
   All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

8. **Insurance:**
   The Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.
9. Investment Policies:

   All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of University Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation’s investment policy which is posted on the Foundation’s public website; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide the University with access to its investment policy, as amended, via the Foundation’s public website.

10. Organization Structure of the Foundation:

   The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws, as amended. The Foundation shall provide the University and State Board with access to its Articles of Incorporation and Bylaws, as amended, via the Foundation’s public website.

ARTICLE V
Foundation Relationships with the University

At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the University and the Foundation acknowledge that the Foundation carries out functions for the benefit of the University. As such, the Parties shall share certain information as provided below.

1. Access to Records:

   Subject to recognized legal privileges, each Party shall have the right to access the other Party’s financial, audit, donor and related books and records as needed to properly conduct its operations.

2. Record Management:

   a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.
b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

c. Although the Foundation is a private entity and is not subject to the Idaho Public Records Law, the Foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

3. **Name and Marks:**
   Consistent with its mission to help to advance the plans and objectives of the University, the University grants the Foundation the limited, non-exclusive use of the name Idaho State University, for use in its support of the University. The Foundation shall operate under the University’s logotype in support of its organizational business and activities. Any use by the Foundation of the University’s logotypes or other trademarks must be with prior approval of the University through the Office of Marketing and Communications.

4. **Identification of Source:**
   The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. **Establishing the Foundation's Annual Budget:**
   The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Managing Director and the Foundation's Treasurer by April 1 of each year.

6. **Attendance of University's President at Foundation's Board of Director Meetings:**
   The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. **Supplemental Compensation of University Employees:**
   Any supplemental compensation of University employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the University, and the University shall then pay compensation to the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.
ARTICLE VI
Audits and Reporting Requirements

1. Fiscal Year:
The Foundation and the University shall have the same fiscal year.

2. Annual Audit:
   On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University’s President and the State Board, in accordance with the State Board’s schedule for receipt of said annual audit. The Foundation’s annual statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Standards Board (GASB). Accordingly, the University is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will prepare schedules reconciling the FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor’s independent opinion regarding such financial statements, and schedules shall be submitted to the University Office of Finance and Business Affairs in sufficient time to incorporate the same into the University’s statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

3. Separate Audit Rights:
The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University’s books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation’s books and accounting records.

4. Annual Reports to University President:
   On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President setting forth the following items:
   
a. the annual financial audit report;

b. an annual report of Foundation transfers made to the University, summarized by University department;

c. an annual report of unrestricted funds received by the Foundation;

d. an annual report of unrestricted funds available for use during the current fiscal year;

e. a list of all of the Foundation's officers, directors, and employees;
f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;

g. a list of all state and federal contracts and grants managed by the Foundation;

h. an annual report of the Foundation's major activities;

i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and

j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VII
Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest Policy and Code of Ethics and Conduct:
The Foundation's Conflict of Interest Policy is attached as Exhibit “F”, and its Code of Ethical Conduct is set forth as Exhibit “G”.

2. Dual Representation:
Under no circumstances may an University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of University:
The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to State Board approval of University contracts.
4. **Acquisition or Development or Real Estate:**

   The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the University, the University shall notify the State Board at the earliest possible date. Any such proposed purchase for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to the open meeting law, set forth in Idaho Code, Title 74, Chapter 2.

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**ARTICLE VIII**

**General Terms**

1. **Effective Date:**

   This Operating Agreement shall be effective on the date set forth above.

2. **Right to Terminate:**

   This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University’s behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.
3. **Dispute Resolution:**

The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Chair of the Board of the Foundation and the University President. If the Foundation Board Chair and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board for resolution. If they are unable to resolve the dispute, the Parties shall submit the dispute to mediation by an impartial third Party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

4. **Dissolution of Foundation:**

Consistent with provisions appearing in the Foundation’s Bylaws and Articles of Incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation shall transfer to the State Board (or University, as applicable) the balance of all property and assets of the Foundation from any source, after the payment of all debts and obligations of the Foundation, and such property shall be vested in the State Board in trust for the use and benefit of the University.

5. **Board Approval of Operating Agreement:**

Prior to the Parties’ execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

6. **Modification:**

Any modification to the Operating Agreement or Exhibits hereto shall be in writing and signed by both Parties.

7. **Providing Document to and Obtaining Approval from the University:**

Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.
8. **Providing Documents to and Obtaining Approval from the Foundation:**
Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

9. **Notices:**
Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the University:
President
Idaho State University
921 S 8th Avenue, Stop 8310
Pocatello, ID 83209

To the Foundation:
Managing Director
Idaho State University Foundation, Inc.
921 S. 8th Avenue, Stop 8050
Pocatello, ID 83209

With an additional copy to:
Foundation Board Chair
Idaho State University Foundation, Inc.
921 S. 8th Avenue, Stop 8050
Pocatello, ID 83209

10. **No Joint Venture:**
At all times and for all purposes of this Memorandum of Understanding, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

11. **Liability:**
The University and Foundation are independent entities and neither shall be liable for any of the other’s contracts, torts, or other acts or omissions, or those of the other’s trustees, directors, officers, members or employees.
12. **Indemnification:**

To the extent allowed by law, the University and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney’s fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the University’s liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

13. **Assignment:**

This Operating Agreement is not assignable by either Party, in whole or in part.

14. **Governing Law:**

This Operating Agreement shall be governed by the laws of the State of Idaho.

15. **Severability:**

If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. **Entire Agreement:**

This Operating Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
IN WITNESS WHEREOF, the University and the Foundation have executed this Operating Agreement on the above specified date.

Idaho State University

By: kevin Satterlee

Its: President

Idaho State University Foundation, Inc.

By: Dave Jeppesen

Its: Chair
EXHIBIT "A"

Loaned Employee Agreement

Not applicable at this time
EXHIBIT "B"

Service Agreement
EXHIBIT "C"

Investment Policy

See Foundation’s Public Website
EXHIBIT "D"

Articles of Incorporation See Foundation’s Public Website
EXHIBIT "E"

Bylaws

See Foundation’s Public Website
EXHIBIT "F"

Conflict of Interest Policy
EXHIBIT "G"

Code of Ethical Conduct