

Memorandum of Operating Support Agreement
between
Association of Graduates of the United States Air Force Academy
and
AFA Foundation, Inc.

This Memorandum of Operating Support Agreement (the “Agreement”) is entered into this ____ day of December, 2020, between AFA Foundation, Inc. (“Foundation”), a Delaware non-stock corporation, and Association of Graduates of the United States Air Force Academy, Inc. (“the AOG”), a Colorado non-profit corporation (together, “the parties”). This Agreement is effective January 1, 2021.

Whereas, the Foundation and the AOG have entered into a separate Memorandum of Understanding, effective January 1, 2021, in consideration of the parties' mutual promises and for good and valuable consideration, the receipt of which is hereby acknowledged, the Foundation and the AOG agree as follows:

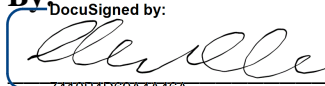
- I. Throughout the period of this Agreement, the AOG will provide the following services to the Foundation:
 - A. AOG will provide office space, furniture, and storage as agreed to by the President and COO of each organization.
 - B. AOG will provide use of personal computers, including monitor, mouse, and printer, as agreed to by the President and COO of each organization.
 - C. AOG will provide data entry services including routine data maintenance and requested data appends. Routine data maintenance consists of updating constituent records such as cadet graduation status, mailing address as supplied, deceased as notified, military rank as official updates provided, and records appended upon individual profile updates. Significant modifications to the shared database structure may only be made by the AOG.
 - D. AOG will provide mail and check processing services including opening, sorting and distributing of mail in accordance with normal working hours.
 - E. AOG will provide information technology services for hardware and software. It is understood that the AOG is not an IT service provider but is providing shared technical support to Foundation comparable to that provided to the AOG and its employees.
 - F. AOG will provide meeting space that must be booked by Foundation through the AOG Events Department or agreed upon software. Meeting rooms should be returned to their original state after use. The AOG agrees to provide training on how to operate meeting room audio-visual equipment upon request within a reasonable timeframe.
 - G. AOG Communications Staff will work with the Foundation Communications Staff to complete AOG and Foundation communications products as directed by the President and COO of each organization.
 - H. The AOG will provide Foundation with office supplies that it routinely purchases; however, the Foundation will be responsible for purchase and procurement and payment for any office supplies, equipment, and services which would only benefit the Foundation (e.g., FEDEX; U.S. Post Office postage; merchandise; office supplies; etc.)

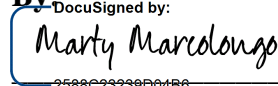
- II. The Foundation will:

- a. The Foundation will comply with standard policies and procedures, currently existing or to be developed, directly related to its tenancy in Doolittle Hall. These policies include, but are not limited to, Payment Card Industry (PCIDSS) compliance, physical security, information security and membership data protection, and AOG vehicle use for official purposes.
- b.
- III. The parties acknowledge that in the event either party terminates the 2021 MOU, this Agreement will also automatically terminate. Within five (5) days of termination, the Endowment will pay the AOG on a pro rata basis any outstanding and unpaid amounts due pursuant to Paragraph IV above.
- IV. In the event of termination of this Agreement in conjunction with the 2021 MOU, the Endowment will transfer to the AOG any funds raised on behalf of, or for the benefit of the AOG, to the extent allowed by law or permitted under applicable donor agreements or in accordance with donor intentions. To the extent that any funds raised by the Endowment are designated or restricted for AOG support, and are retained by the Endowment subsequent to the termination of this Agreement and the 2021 MOU, such funds shall be used exclusively for AOG support.
- V. Unless terminated pursuant to Paragraph V and/or Paragraph VI of this Agreement, this Agreement will terminate on December 31, 2020.
- VI. This Agreement will be interpreted and governed by the laws of the State of Colorado, without regard to conflict of law principles. If any provision contained in this Agreement is held invalid, illegal or unenforceable, the agreement will be construed as if the provision had never been contained herein.
- VII. Notices shall be sent to both parties at:
3116 Academy Drive
USAF Academy, CO 80840-4475
- VIII. Nothing contained in this Agreement shall be construed to create any rights in any party that is not a signatory to this Agreement. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other legal status potentially giving rise to joint and several liabilities between the Endowment and the AOG.

USAF ACADEMY ENDOWMENT, INC.

ASSOCIATION OF GRADUATES OF THE UNITED STATES AIR FORCE ACADEMY, INC.

By: DocuSigned by:

 7410B4D69A4A46A...
 Mark Hille, President & CEO
 12/30/2020
 Date

By: DocuSigned by:

 2588C23239D04B6...
 Martin R. Marcolongo, President & COO
 12/30/2020
 Date