

## Statement of Work FY25

This Statement of Work FY25 (this “SOW”), effective the 1<sup>st</sup> day of July, 2024, is made between THE UNIVERSITY OF CONNECTICUT (“University” or “UConn”), Connecticut’s land grant university, whose statutory authority is set forth in Chapter 185b of the Connecticut General Statutes, and THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED (“Foundation”), a Connecticut nonstock corporation that is exempt from taxation under 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The University and the Foundation have entered into a Second Amended and Restated Master Agreement dated July 1, 2020 (the “Agreement”) under which the Foundation has responsibility for fundraising efforts for the benefit of the University, management of endowment and other funds designated to benefit the University and for performing alumni relations activities in support of the University.

The Agreement stipulates that the University and Foundation will from time to time, but in no event less frequently than once every five (5) years, enter statements of work which outline the specific fundraising, investment management and alumni relations activities goals and objectives that the University and Foundation have agreed upon and the consideration to be provided to the Foundation each fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) (“Fiscal Year”). This SOW covers the period from July 1, 2024 through June 30, 2025 (“Period”).

### 1. Payments

The University agreed to provide certain in-kind consideration to the Foundation for its services under the terms of the Agreement. In addition to agreeing to provide such in-kind consideration, the University further agrees to provide the following consideration to the Foundation for the Period:

- a) **Annual Service Fee:** The University will pay a guaranteed annual amount to the Foundation of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) during the Period for development and alumni activities and related services, which amounts will be paid quarterly in advance in equal installments. Of this total amount, the University and the Foundation agree that during the Period a minimum amount of Two Million Eight Hundred Thirty-five Thousand Dollars (\$2,835,000) will be devoted specifically to alumni relations activities and services.
- b) **Campaign Support:** The University will pay an additional guaranteed amount during the Period to the Foundation of Two Million Five Hundred Dollars (\$2,500,000) to support expenses related to launching and executing a comprehensive fundraising Campaign (defined below), which amount will be paid quarterly in advance in equal installments. The Foundation will provide a report of campaign expenses.

- c) **Other Fees:** The University agrees that Foundation operations will also be funded during the Period by an advancement fee on endowment funds (“Advancement Fee”), a Gift Fee on non-endowed contributions (“Gift Fee”), and retention of earnings on non-endowed Foundation assets.
- 1) The Foundation will assess and retain an Advancement Fee, as reasonably determined by the Foundation, on all endowment assets (University and Foundation assets) invested by the Foundation. The Foundation’s Advancement Fee is calculated annually on a quarterly basis (“Calculation Date”) and presently equals one and three-quarter percent (1.75%) of the rolling prior twelve (12) quarter average unitized market value of the long-term pooled investment portfolio multiplied by the number of units held by each endowed fund. The Advancement Fee owing to the Foundation will be transferred to Foundation operating funds in four equal installments as of the first day of each quarter following the Calculation Date (April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>, and January 1<sup>st</sup>) or as soon as practicable thereafter.
  - 2) The Foundation will assess and retain Gift Fees on all non-endowed gifts deposited in the Foundation, as reasonably determined by the Foundation. The Foundation’s Gift Fee for non-endowed gifts is presently five percent (5%) of the value of the gift as of the date of receipt. Twenty-five percent (25%) of any non-endowed gift fee (or 1.25%) may be transferred to unrestricted Foundation accounts supporting the school, college or unit supported by the fund to which the original gift was designated. The remaining seventy-five percent (75%) of any non-endowed Gift Fees (3.75%) is retained by the Foundation to support its operations.
  - 3) The Foundation will retain all investment earnings on non-endowed Foundation assets.
- d) **Fee Modifications and Waivers:** The Foundation, from time to time, may change its Advancement Fee and Gift Fee policies and will notify the University, in writing, of any changes made during the Period. The Foundation will also provide written notice to the University of any Advancement or Gift Fee reduction or waiver that is approved during the Period in accordance with its policies for any gift accepted in an amount greater than or equal to Ten Million Dollars (\$10,000,000). Any such modification or waiver will be reported to the Institutional Advancement Committee of the Board of Trustees.

## 2. Foundation Mission

The Foundation is an independent, not-for-profit, tax-exempt organization operating exclusively to promote the educational, scientific, cultural, clinical, research, outreach and recreational objectives of the University of Connecticut (inclusive of the University’s Health Center “UConn Health”). This is accomplished by providing quality programs and services for its diverse alumni and supporters, and by serving as the primary fundraising vehicle for the University. The Foundation solicits, administers, and invests private philanthropic funds

for the sole benefit of the University and its mission of pursuing excellence in teaching, research, and public service.

### 3. Fundraising and Alumni Engagement Goals

In consideration of the compensation provided to Foundation by the University under the terms of the Agreement and this SOW, the Foundation, consistent with its mission, agrees as follows:

- a) **Fundraising:** The Foundation will endeavor during the Period to increase total private philanthropic support by (i) raising One Hundred and Thirty-Five Million Dollars (\$135,000,000) in new gifts and commitments (to be calculated in accordance with the Foundation's reasonably established gift counting policy, as amended from time to time) ("New Gifts & Commitments"), inclusive of:
  - 1) Eleven Million Five Hundred Thousand Dollars (\$11,500,000) to support the construction and renovation (or operating expenses associated with the departments or programs housed in) of the following UCONN 2000 infrastructure projects: new Life Sciences Building, Edward V. Gant Science Complex, Harry A. Gampel Pavilion, Hugh S. Greer Field House, volleyball center, boathouse, or tennis courts;
  - 2) Funds for University priorities inclusive of the Hartford and other regional campuses to support increased student demand including but not limited to scholarships; and
  - 3) Continue to pursue at least One Billion Dollars (\$1,000,000,000) in total endowment assets by June 30, 2031, the anticipated end of the next comprehensive fundraising campaign for the University (inclusive of support for UConn Health ("Campaign")).

The parties acknowledge and understand that achieving the fundraising goals may be negatively impacted by global financial markets and geopolitical events.

- b) The Foundation will focus its efforts on the following objectives during the Period of this SOW:
  - 1) Increasing the three-year trailing average annual total New Gifts & Commitments over the current three-year trailing average through, without limitation, realigning programs; aligning resources with opportunity; setting growth targets for schools, colleges, and units; raising individual performance expectations for fundraisers; redeploying employees; creating efficiencies of scale and shared services; and increasing sponsorships for Foundation-funded University events.
  - 2) Increasing total University and Foundation endowment assets.
  - 3) Aligning fundraising with the University's stated 2024 Strategic Plan goals and initiatives, focusing on:

- i. “Students First” by pursuing support for scholarships, health and wellness initiatives, and student success programs.
  - ii. “Research and Innovation” by pursuing support for professorships, graduate fellowships, state-of-the-art academic and laboratory spaces, and interdisciplinary research for the University and UConn Health.
  - iii. “Husky Pride” by pursuing support for Athletic scholarships, coaching positions, facilities (particularly Gampel and the Field House), and Title IX investment as well as growing new alumni, parent, corporate, foundation and fan engagement, cooperating, as appropriate, with other entities that support UConn such as, without limitation, UConn Strong (a separate 501(c)(4) organization established to promote the impact the University and its students, faculty, staff and organizations have on the well-being of the residents, culture and economy of the State of Connecticut).
  - iv. “Community and Service Engagement” by pursuing support through engagement with industry and individuals in support of all campuses of the State of Connecticut's flagship land and sea-grant university.
- 4) Creating a high-performing operational institutionally related foundation by pursuing activities such as, without limitation, sharing services with the University, reducing non-essential and non-revenue expenditures, increasing revenue through sponsorship of Foundation events, and redirecting operational budgets to frontline, mission-specific activity as determined by Foundation management in its discretion.
- 5) As appropriate, aligning Foundation priorities and demonstrating values and objectives consistent with the strategic direction set by the University in areas such as, without limitation, health, sustainability, diversity and inclusivity.
- 6) Fostering relationships and philanthropy from alumni, donors, families, and friends from a diverse spectrum of backgrounds, identities, ethnicities, races, perspectives, and abilities who reflect the whole of our state, country, and global society and share the Foundation and University's values and goals to support a thriving and inclusive community.
- c) **Alumni Engagement**: The Foundation will endeavor during the Period to create a meaningful alumni experience for University alumni as measured by aspirational peers with a goal of increasing connectivity among alumni as well as current students. The Foundation will provide budget support for such programs throughout the Period commensurate with the amount of the Annual Service Fee designated to the Foundation's alumni relations responsibilities.

The Foundation will focus on the following alumni engagement objectives during the Period of this SOW:

- 1) Consistently growing the number of alumni and constituents who engage with the University from diverse cultures, identities, experiences and abilities. Utilizing comprehensive alumni data to launch appropriate engagement event strategies with a

goal of actively engaging constituents through: Athletic, networking, and academic events in Storrs, Hartford, Waterbury, Stamford, Avery Point and key constituent markets across the country; Participatory giving; Student mentorship, internship creation, and career development; Event sponsorship; Guest lectures; and other measurable engagement measures on our campus and in key markets.

- 2) Tracking success of alumni programs via attendance numbers, new attendees, and post-event surveys; defining strategic areas of focus; and conducting personal visits especially with engaged alumni network volunteers.
  - 3) Developing programs for University students to educate them on how to engage as active alumni through programming, volunteering, and giving.
  - 4) Aligning alumni activities and event messaging with the University's stated 2024 Strategic Plan goals and initiatives (as described above) and the Campaign (i.e., executing outreach and engagement programs that promote the value of philanthropy, constituent giving, and pipeline development).
- d) **Key Performance Indicators**: The Foundation will provide a progress report to the University, on or about August 1, 2025, outlining progress against the following key performance indicators which it aspires to achieve by the conclusion of the Campaign ("KPI"):
- 1) Launching the Campaign publicly no later than Fall 2025.
  - 2) Increasing the average annual total of New Gifts & Commitments raised per Foundation fundraising full-time employee ("FTE") to Two Million Seven Hundred Thousand Dollars (\$2,700,000).
  - 3) Tracking and increasing the total number of donor qualifications conducted per Foundation fundraiser over the prior Fiscal Year by ten percent (10%).
  - 4) Increasing the total number of solicitations of New Gifts & Commitments at the One Million Dollar (\$1,000,000) or higher level over the prior Fiscal Year by fifteen percent (15%).
  - 5) Increasing the percentage of New Gifts & Commitment solicitations directed to the endowment and/or to the UCONN 2000 infrastructure projects outlined above to thirty percent (30%) of all solicitations.
  - 6) Aligning gift opportunities with specific goals and initiatives in the University's 2024 Strategic Plan.
  - 7) Re-deploying five (5) full-time Foundation positions (existing as of the date of this SOW) from non-fundraising to fundraising roles.
  - 8) Targeting the amount of cash made available to the University each Fiscal Year to an amount totaling not less than Seven (7) times the amount of the Annual Service Fee paid during the preceding Fiscal Year.

#### **4. Investment Benchmarks**

The Foundation in its discretion will establish appropriate investment benchmarks for assets invested for the benefit of the University, both those owned by the Foundation and those owned by the University. The Foundation will provide to the University's President and Executive Vice President for Finance and Chief Financial Officer a summary report of its investment risk and return benchmarks during the Period. The Foundation will use reasonable efforts to maintain the following benchmarks during the Period:

- a) The target net return on Foundation investments will be five and three-quarter percent (5.75%), plus inflation as measured by an appropriate inflation index.
- b) Volatility is expected to be consistent with the risk associated with exceeding the return of the portfolio benchmarks noted above, calculated as the weighted average performance of the asset class benchmarks defined in the Foundation's Investment Policy Statement.
- c) Risk is expected to be measured by the annualized standard deviation of returns over a market cycle of seven to ten years.

#### **5. State Contract Requirements**

The state contracting requirements set forth in Section 10 of the Agreement are amended by deleting it in its entirety and replacing it with the following are incorporated herein by reference, to the extent necessary:

##### **"10.1 Nondiscrimination**

- a. For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

- vii. “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
- x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an

“affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- c. Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands

its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

**10.2 Executive Orders and Other Enactments.**

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the University's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If applicable, Executive Order No. 14 is deemed to be incorporated into and made a part of this Contract as if fully set forth in it."

**6. Amendment**

This SOW may be modified or amended in whole or in part by mutual written agreement signed by duly authorized representatives of each of the parties.

**7. Governing Law**

This SOW is governed by the laws of the State of Connecticut. If there shall be any inconsistency between the provisions of this SOW and the Agreement, the provisions of the Agreement shall control.

**8. Counterparts and Electronic Signatures**

This SOW may be executed by electronic signature and/or in two (2) or more counterparts, each of which will be deemed an original instrument, but all of which will constitute one and the same agreement.

**FOR THE UNIVERSITY OF CONNECTICUT**



Radenka Maric, PhD  
President, University of Connecticut

6.27.24

Date



Jeffrey P. Geoghegan  
Executive Vice President for Finance  
and Chief Financial Officer, University of Connecticut  
and UConn Health

6.27-24

Date

**FOR THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED**



Ashmore (Jun 26, 2024 12:42 EDT)

Craig W. Ashmore  
Chair, The University of Connecticut  
Foundation, Incorporated

06/26/2024

Date



Amy Yancey  
President, The University of Connecticut  
Foundation, Incorporated

06/26/2024

Date

**APPROVED AS TO FORM**

Jeffrey Zeman

Digitally signed by Jeffrey  
Zeman  
Date: 2024.07.01 09:17:44  
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Assistant Attorney General,  
Connecticut State Attorney General's Office

7/1/24

Date