

FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED MASTER AGREEMENT

between

THE UNIVERSITY OF CONNECTICUT

and

THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED

WHEREAS, the UNIVERSITY OF CONNECTICUT (hereinafter the “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 (hereinafter the “Foundation”), a Connecticut non-stock corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), entered into an agreement effective July 1, 2014 (the “Original Agreement”) to outline the relationship between the parties and to assure compliance with the provisions of CONN. GEN. STAT. § 4-37e et seq., as they may be amended, and other applicable laws;

WHEREAS, pursuant to the Original Agreement the University designated the Foundation to assume primary responsibility for the University’s development efforts and the investment and administration of endowment funds established to benefit the University, and the Foundation agreed to undertake these responsibilities;

WHEREAS, the University and the Foundation entered into the First Addendum to Master Agreement, effective as of April 1, 2015, pursuant to which, among other things, the University designated the Foundation to assume primary responsibility for performing alumni relations activities in support of the University, and the Foundation agreed to undertake these responsibilities;

WHEREAS, the University and the Foundation entered into the First Amended and Restated Master Agreement, effective July 1, 2015 and, subsequently the Second Amended and Restated Master Agreement, effective July 1, 2020 (“Current Agreement”), whereby the Original Agreement and its Addenda were amended and restated in their entirety to set forth the terms on which the Foundation would continue for a period of five (5) years to support the University by engaging in development efforts, investing and administering endowment and other funds established to benefit the University and performing alumni relations activities;

WHEREAS, the mission of the Foundation is to solicit, receive, invest and administer gifts and financial resources from private sources for the benefit of all campuses and programs of the University (inclusive of the University’s Health Center), and, to this end, to support the University’s alumni relations activities; and the Foundation operates exclusively to promote the educational, research, cultural, and recreational objectives of the University; and as a primary fundraising vehicle to solicit and administer private gifts and grants which will enhance the University’s mission, the Foundation supports the University’s pursuit of excellence in teaching, research and public service;

WHEREAS, the University and the Foundation desire to amend the terms on which the Foundation will continue to support the University by engaging in development efforts, investing and administering endowment and other funds established to benefit the University and performing alumni relations activities and to extend the Current Agreement through June 30, 2030 (“Extension Period”); and

WHEREAS, Section 11.2 of the Current Agreement provides that it may be amended from time to time upon mutual written agreement of the parties, approval of their respective governing boards and approval as to form by the Office of the Attorney General;

NOW, THEREFORE, upon execution of this First Amendment (the “Amendment”) by the parties, the Current Agreement is hereby amended and extended as follows effective as of June 30, 2025:

1. Section 2.2 is hereby amended by deleting the reference to “the UConn Law School Foundation”.
2. Section 3.4 is hereby deleted in its entirety and replaced with “3.4 Intentionally Omitted” for purposes of maintaining section numbering.
3. Section 5.2 is hereby deleted in its entirety and replaced with the following:

“5.2 Annually, the President of the University shall certify to the Foundation a list (which shall be updated as changes occur) of University employees who are authorized to request disbursements from the Foundation (“Authorized Officials”). Requests for disbursements by the Foundation from an Authorized Official, including, but not limited to, any charges applied to a Foundation credit card, shall constitute a representation and certification by the Authorized Official that the disbursement is being made in accordance with University policies and procedures.”
4. Section 5.4 is hereby deleted in its entirety and replaced with the following:

“5.4 The Foundation agrees to provide to the University, on an annual basis, a summary of all fund balances held for the benefit of the University, disbursements provided to the University, and expenditures made on behalf of the University to third parties during the preceding twelve (12) months.”
5. Section 7.1(b) regarding the “Endowment Administrative Fee” assessed by the Foundation on endowed funds is hereby deleted in its entirety and replaced with the following:

“7.1(b) Advancement Fee. The Foundation may assess an endowment administrative fee (“Advancement Fee”) on Foundation endowment and University endowment funds as determined in the Foundation’s discretion. The current rate for such fees will be provided in a SOW.”

6. Section 7.1(f) is added as the new and final subsection of Section 7.1 as follows:

“7.1(f) Other Support: As agreed by the University and Foundation, an SOW may provide for special projects or initiatives and any additional terms related thereto.”

7. Section 10 regarding non-discrimination and Executive Orders is hereby deleted in its entirety and replaced with the following:

“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 as a veteran, status as a victim of domestic violence, 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 as a veteran, status as a victim of domestic violence, 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.”

8. Section 11.1 is hereby amended by deleting the name “UConn Nation Proud” and replacing it with “UConn Strong.”

9. Section 11.5 is hereby amended to extend the term of the Agreement by five (5) years thereby changing the expiration date to June 30, 2030.

[signature page follows]

If there shall be any inconsistency between the provisions of this Amendment and the Current Agreement, this Amendment shall control.

FOR THE UNIVERSITY OF CONNECTICUT



Radenka Marie, PhD
President, University of Connecticut



Date



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



Date

FOR THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED

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

Date

Amy Yancey
President, The University of Connecticut
Foundation, Incorporated

Date

APPROVED AS TO FORM

Jeffrey Zemat

OF PEYCI.A.
digitally signed by Jeffrey
Zemat
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Assistant Attorney General,
Connecticut State Attorney General's Office

Date

If there shall be any inconsistency between the provisions of this Amendment and the Current Agreement, this Amendment shall control.

FOR THE UNIVERSITY OF CONNECTICUT


Radenka Maric, PhD
President, University of Connecticut

Date

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


Date

FOR THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED


Craig Ashmore (Jun 25, 2025 15:57 CDT)

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

06/25/2025
Date


Amy Yancey (Jun 25, 2025 16:55 EDT)

Amy Yancey
President, The University of Connecticut
Foundation, Incorporated

06/25/2025
Date

APPROVED AS TO FORM

Assistant Attorney General,
Connecticut State Attorney General's Office

Date










UConn Foundation - First Amendment to Second Amended MSA

Final Audit Report

2025-06-25

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