

AGREEMENT

between

The American University of Iraq, Sulaimani

and

The American University of Iraq Foundation, Inc.

AGREEMENT entered into this 12 day of December, 2013, by and between The American University of Iraq, Sulaimani ("University"), and The American University of Iraq Foundation ("Foundation"), acting through its incorporator.

The parties agree as follows:

1. The University hereby consents, and grants to the Foundation the right, to the Foundation's use in its organizational documents, and in the conduct of its business, of the name "American University of Iraq, Sulaimani," and appropriate variations and abbreviations of that name, but only so long as the Foundation, in the sole unreviewable judgment of the University's Board of Trustees, operates primarily for the purposes stated in the Article 3(b) of the Foundation's Certificate of Incorporation, a copy of which is attached to this Agreement and made a part hereof, and only so long as this Agreement has not been terminated pursuant to paragraph 6 below or otherwise.

2. The Foundation shall operate under its own seal and logo, if any, independently of the University and not as its agent, and the Foundation shall not, in the conduct of its activities, use the University seal or other identifying marks without the express written consent of the University.

3. The University, through its President or other authorized representatives, will keep the Foundation informed from time to time of the University's plans, priorities, programs, finances and needs consistent with those purposes stated in Article 3(b) of the Foundation's Certificate of Incorporation.

4. The University shall establish policies that support the Foundation's ability to preserve the privacy and confidentiality of donor records.


5. When distributing gift funds to the University, the Foundation shall disclose to the University any terms, conditions or limitations on use resulting from donor restrictions or otherwise, and the University shall have the right to decline any gift if any such terms, conditions or limitations are determined by the University to be incompatible with the University's mission, plans or operations.

6. Either party may, upon 90 days' prior written notice to the other, terminate this Agreement with or without cause, and it shall terminate automatically if not adopted and ratified by resolution of the Foundation's Board of Directors within 90 days following the date of this Agreement. In the event of termination of the Agreement for any reason, the consent and the grant of the right described in paragraph 1 above shall also terminate forthwith.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written.



Dawn Dekle
President
The American University of Iraq, Sulaimani



John Paul Schnapper-Casteras
Incorporator
The American University of Iraq Foundation