

# Memorandum of Understanding

Between the

## University of North Florida

and the

## University of North Florida

# Training and Services Institute, Inc.

September 2007

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the University of North Florida (herein known as the University) and the University of North Florida Training and Services Institute, Inc., (herein known as TSI).

As stated in its bylaws and its articles of incorporation, TSI was incorporated as a 501 (c) (3) organization in 1979 to provide educational and training programs and to provide financial and other support for activities related to the mission of the University and its divisions and operations.

TSI is operated as a direct support organization, as defined by and in compliance with applicable Florida Statutes and the University's regulation on direct support organizations. In connection with its asset-management activities, TSI retains personnel for accounting and auditing purposes.

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:

### TSI Name, Seal and Logotype

Consistent with its mission to help to advance the plans and objectives of the University, TSI is granted the use of the name, University of North Florida, however, TSI will operate under its own seal and shall not use the University seal or other identifying marks in the promotion of its business and activities unless given prior written approval.

### Institutional Governance

- The Board of Trustees (herein after the Trustees), is responsible for governance, setting priorities and long-term plans for the University of North Florida.
- The Trustees are legally responsible for the oversight of all aspects of University operations.
- The Trustees are responsible for the employment, compensation, and evaluation of all University employees, including the President.

## The Training and Service Institute's Relationship to the Institution

- The TSI board of directors is responsible for the control and management of all assets of TSI and its institutes, which include the Institute for Police Technology and Management (IPTM) and the Public Safety Institute (PSI).
- TSI is a separately incorporated 501 (c) (3) nonprofit organization created to provide educational and training programs and consulting services to law enforcement officers, police organizations, state/federal prosecutors, transportation officials and like organizations. These activities are carried out through the Institute for Police Technology and Management (herein known as IPTM) and any other TSI institutes. TSI also provides financial support to the University. Its operations are governed by its bylaws as well as state laws and the UNF Board of Trustees policies related to Direct Support Organizations.
- TSI, through its board is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the directors' fiduciary responsibilities, including expectations of individual board members when there is a conflict of interest.
- TSI may be called upon to provide a portion of the University President's compensation (current and/or deferred) and/or other emoluments based on collaborative discussions between the TSI Board of Directors and UNF's Board of Trustees and availability of funds.

## Institution's Relationship to TSI

- The University President is responsible for communicating the University's priorities and long-term goals, as approved by the Trustees, to TSI.
- The UNF Board of Trustees will have a representative on the TSI Board.
- The Vice President for Administration and Finance shall serve as the President of TSI.
- The University shall establish and enforce policies that support TSI's ability to operate in accordance with state and federal laws.

## TSI Responsibilities

### **Asset Management**

- TSI will develop and adhere to annual budgets to fund the operations of TSI, IPTM, PSI and any other TSI institutes
- TSI will receive, hold, manage, invest, and disburse funds earned through TSI and any other securities, patents, copyrights, and other forms of property held by the corporation.
- TSI will engage an independent accounting firm annually to conduct an audit of TSI's financial and operational records and will provide the UNF's Board of Trustees with a copy of the annual audited financial statements, including management letters.

### **Institutional Flexibility**

- TSI will, as appropriate, explore opportunities for future training and consulting in accord with its stated purposes.

**Transfer of Funds**

- TSI is the primary custodian of funds earned through the training and consultative services offered through IPTM and PSI and as such will transfer funds for the designated entity within the University in compliance with applicable laws, university policies, and contract agreements.
- TSI's disbursements on behalf of the University must be for reasonable business expenses that support the institution, consistent with TSI bylaws, not in conflict with the law.

**Terms of the Memorandum of Understanding (MOU)**

This Memorandum of Understanding, between the University of North Florida Board of Trustees and the Board of Directors of the University of North Florida Training and Services Institute, is intended to contribute to the coordination of their mutual activities.

To ensure effective achievement of the items of the Agreement, the University and TSI officers and board representatives shall routinely communicate to foster and maintain productive relationships and to ensure an alignment of priorities.

Consistent with provisions appearing in TSI's bylaws and its articles of incorporation, should TSI cease to exist or cease to be an Internal Revenue Code §501 (c) (3) organization, TSI will transfer its assets and property to the University, to a reincorporated successor direct support organization, or to another direct support organization with a similar purpose, or to the state or federal government for public purposes, in accordance with the law.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

\_\_\_\_\_  
 R. Bruce Taylor, Chair  
 Board of Trustees  
 University of North Florida

\_\_\_\_\_  
 Shari Shuman, President  
 University of North Florida.  
 Training and Service Institute, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 John A. Delaney, President  
 University of North Florida

Date: \_\_\_\_\_

Cc: Linda Anderson, TSI Treasurer  
Karen A. Stone, Vice President and General Counsel