Any institution-related foundation not controlled by the institution has a contractual or other formal agreement that (1) accurately describes the relationship between the institution and the foundation, and (2) describes any liability associated with that relationship. In all cases, the institution ensures that the relationship is consistent with its mission. (Institution Related Foundations)

Status of Compliance
Compliance

Narrative
Georgia Perimeter College (GPC) has a contractual agreement with its corporate organizations that clearly define the relationship between the institution and the organizations and describe the liability associated with that relationship. In all cases, these relationships are entered into for the express purpose of supporting the college’s mission [1] [2].

The Georgia Perimeter College Foundation is a non-profit tax-exempt corporation established as an institution-related charitable foundation organized under the laws of the State of Georgia and section 501(c) 3 organization recognized by the United States Internal Revenue Service. As a “cooperative organization” defined in Board of Regents (BOR) Policy Section 1905 on Cooperative Organizations [3], it must comply with Board of Regents policies designed to protect the interests and minimize the liability of GPC in its relationship with the Foundation (Board of Regents minutes, June 2004).

Mission Statement
The Georgia Perimeter College Foundation is a volunteer group entrusted with the oversight for private fund raising to benefit Georgia Perimeter College. The Foundation provides volunteer leadership to the College's development and fund raising programs.

In addition, the Foundation’s Board of Trustees monitors the administration of the assets of the Foundation, resulting in a broadening of opportunities for learning by students and a continued investment in faculty and staff.

Georgia Perimeter College has a Memoranda of Understanding (MOU) with the GPC Foundation, which reads in part:

“Georgia Perimeter College is a unit of higher learning of the College System of Georgia; and the foundation. The Cooperative Organization is a legal entity separate from the Institution that was formally designed as a cooperative organization by the president of the Institution who has determined it to be in the best interest of the Institution to do so”. 
The GPC Foundation’s express purpose is to serve the interests of Georgia Perimeter College in carrying out programs, activities and services and is authorized by the institution. It engages in activities, programs and services including solicitation of gifts, donations and grants for the purpose of supporting and enhancing GPC’s mission. The Foundation is precluded from engaging in activities, programs and services that are in conflict with or inconsistent with the policies, mission and goals of the Board of Regents, Georgia Perimeter College or the Foundation [1] [4].

In order to avoid the appearance of impropriety and liability on the part of the College, the following agreement has been entered into between Georgia Perimeter College and the GPC Foundation:

1. The Cooperative Organization agrees to abide by the Board of Regents policy section 1905 and the University System of Georgia Guiding Principles for Cooperative Organizations.
2. Neither the Cooperative Organization nor the Institution shall have any liability for the obligations, acts or omissions of the other party.
3. The Cooperative Organization shall not accept any gift, donation, and grant or enter into any transaction that creates any liability for the Institution, without advance written approval by the President.
4. The Institution shall make available to the Cooperative Organization its facilities, programs and services, subject to any established policies or procedures applicable to such facilities, programs, activities and services. There shall be separate agreements between the institution and the Cooperative Organization concerning the use of each party’s respective facilities by the other, and the programs activities and services to be provided by each party to the other.
5. The Cooperative Organization may receive various administrative services from the Institution, which may enable it to provide a greater level of support to the Institution. If the Institution incurs expenses because of the Cooperative Organization’s operations, then the Cooperative Organization shall reimburse the Institution for those expenses. This reimbursement shall not be required if the Institution would be conducting those operations and bearing the expense in the absence of the Cooperative Organization.
6. The Cooperative Organization shall use generally accepted accounting principles in its financial record keeping and reporting. The Cooperative Organization will provide, or cause to be provided, added financial data in conformity with the reporting requirements of the State of Georgia. This data will be provided in a timely manner so that the reporting requirements will be met. The Cooperative Organization shall present annually to the President the annual independent audit opinion, which addresses the conformance of the operating procedures of the Cooperative Organization to the provisions of this agreement and Board of Regents cooperative organization policy.
7. The Cooperative Organization shall be entitled to use the name, symbols and trademarks of the Institution during the term of this Agreement. Upon termination of this Agreement, the Cooperative Organization shall be prohibited from using the name, symbols or trademarks of the Institution.
8. The Cooperative Organization shall clearly and conspicuously disclose that funds or other items of value donated are to be provided to the Cooperative Organization as distinct from the Institution shall establish a procedure to ensure that funds and other items of value donated to the Institution are properly deposited in Institution accounts or transferred properly.
9. This agreement has a term of five (5) years. It may be terminated by either party upon 90 days written notice. If terminated, paragraph 11 of the Guiding Principles shall survive such
termination. This agreement may be amended by mutual consent from time to time at the request of either party. All amendments must be in writing and executed by the parties. The Cooperative Organization agrees to and shall transfer requested records to the Institution and assist, as needed with any transition requirements, in the event the MOU is terminated.

10. Another tax-exempt structure that has a cooperative arrangement with Georgia Perimeter College is the Georgia Perimeter College Alumni Association.

Overall, Georgia Perimeter College and its cooperative organizations have contractual agreements that clearly define the relationship between the institution and the organizations and describe the liability associated with that relationship (see also [4], [5]). Georgia Perimeter College Compliance Certificate