

MEMORANDUM OF UNDERSTANDING

This AGREEMENT dated November 17, 2012, is made by and between **American Association of University Professors**, a 501(c)(6) tax-exempt entity, by Rudy Fichtenbaum, President; **American Association of University Professors Collective Bargaining Congress**, a 501(c)(5) tax-exempt entity, by Howard Bunsis, Chairperson; and **AAUP Foundation**, a 501(c)(3) tax-exempt entity, by Susan Michalczyk, Chairperson. This Agreement is entered into by and between the above entities and is effective as of the date on which all three entities have executed the Agreement.

WHEREAS, the American Association of University Professors, founded in 1915, has been devoted to facilitating a more effective cooperation among teachers and research scholars in universities and colleges, and in professional schools of similar grade, for the promotion of the interests of higher education and research, and in general to increase the usefulness and advance the standards, ideals and welfare of the profession, and is currently operating as a public charity under Section 501(c)(3) of the Internal Revenue Code (“Association”); and

WHEREAS, to allow the Association to better advance its goals and programs, it has restructured itself into three entities: American Association of University Professors, a non-profit professional association organized and operated pursuant to Section 501(c)(6) of the Internal Revenue Code (“AAUP”); American Association of University Professors Collective Bargaining Congress, an unincorporated non-profit labor organization organized and operated pursuant to Section 501(c)(5) of the Internal Revenue Code (“AAUP-CBC”); and AAUP Foundation, a non-profit public charity organized and operated pursuant to Section 501(c)(3) of the Internal Revenue Code (“AAUP Foundation”), (the entities are sometimes collectively referred to as the “organizations” or the “AAUP Enterprise”); and

WHEREAS, despite the formal separation into three organizations, it is the mutual intention of the leaders of those organizations to carry on and enlarge the traditional principles, policies, practices, and activities of the Association through the organizations, sharing a common commitment to academic freedom, shared governance in academic institutions, and related goals including collective bargaining and the building of advocacy chapters and state conferences; and

WHEREAS, this is to be accomplished through adherence by each of the organizations to Association standards, through coordinated systems of dues collection and other fundraising, and through the employment of staff members to aid in the implementation of the programs and activities of the three organizations; and

WHEREAS, these organizations are independent entities with independent boards and intend to coordinate their operations, creating a coherent enterprise that strengthens their ability to fulfill their common mission, and giving high priority to efficiency and cooperation in every aspect of their enterprise, for their common good; and

WHEREAS, each of the three organizations has adopted a constitution governing its own structure and operations, and together they enter into this Memorandum of Understanding (MOU) to establish enforceable contractual terms to govern their relationships and coordinated enterprise; and

WHEREAS, it is the intention of the Parties that the implementation of the Restructuring will take place on or about January 1, 2013.

NOW, THEREFORE, AAUP, AAUP-CBC and AAUP Foundation agree as follows:

- I. Cooperation and Sharing of Information. The organizations recognize and expect that they will routinely share information in many facets of their joint endeavors. In particular, they will share information with each other regarding all aspects of their plans, operations, activities, budget, and finances for purposes of coordinating their planning and activities in furtherance of their common mission and goals. In an extraordinary circumstance posing a direct threat of legal, financial, or significant reputational harm to an organization from which information is requested, the organization that believes it is constrained from sharing its information (with one or both of the others) will use its best efforts to arrive at a mutually agreeable resolution with them. In the event of a government inquiry, investigation, or audit, or a claim by a third party, the parties agree to cooperate and assist each other to the full extent permitted by law.

- II. Administrative and Programmatic Operations
 - A. Staff.
 1. The day-to-day work of all three organizations will be carried out primarily by a staff of full-time and part-time employees retained by AAUP. AAUP will serve as common paymaster for all the organizations and shall assume responsibility for compensating staff in accordance with its wage and benefits plans, complying with all applicable labor laws and collective bargaining agreements. AAUP shall be responsible for the payment of all applicable taxes, payroll deductions, and other similar items, including, but not limited to, federal and state payroll taxes and income tax withholding, worker's compensation, and unemployment insurance. AAUP-CBC and AAUP Foundation shall reimburse AAUP for their respective proportionate share of the personnel costs, including but not limited to, human resources, information services, clerical, financial, administrative, and legal. Parties acknowledge and agree that the allocation of these personnel costs shall be governed by the Cost Sharing Agreement, attached hereto as Exhibit A, and made a part of this Agreement.

2. The supervision of all members of the staff and the day-to-day work of the office will be the responsibility of the Executive Director.¹ The Executive Director will be appointed by the Council of AAUP, after due consultation with AAUP-CBC and AAUP Foundation. AAUP will also consult AAUP-CBC and AAUP Foundation in decisions relating to the continuing employment of the Executive Director, including evaluation, compensation, and retention.

In performing the work pursuant to this Agreement, employees are expected to carry out their work in accordance with the priorities set by the elected leadership of AAUP, AAUP-CBC and AAUP Foundation and follow and adhere to the written rules, directions, and policies of AAUP. This work will be supervised by the Executive Director. Subject to the approval of the AAUP Executive Committee and/or Council where required under AAUP policies, the Executive Director will ultimately approve all decisions relating to employees, including recruitment, hiring, retention, evaluation, and the setting of compensation and benefits.

AAUP-CBC shall have at least one representative designated by the Chair of the AAUP-CBC on the search committees related to the hiring of the Executive Director, Senior Program Officers, Associate Staff, and Assistant Staff. In cases where the number of members of a search committee for the aforementioned positions exceeds five, the Chair of the AAUP-CBC shall appoint one additional member to serve on the search committee. In addition, when hiring for positions within the Department of Organizing and Services (or any new department(s) that deal with organizing and members services), representatives appointed by the Chair of the AAUP-CBC will comprise a majority of any search committee. The Executive Director, barring clear and convincing information showing that the recommendation is inappropriate, will normally approve recommendations of the AAUP-CBC Executive Committee regarding hiring for positions that will directly engage in activities related to the mission of AAUP-CBC.

B. Space and related matters.

The Association is currently housed at 1133 19th Street, NW, Suite 200, Washington DC 20036. The Sublease Agreement, attached as Exhibit B, governs the terms of use of this space. AAUP shall be the party named on the Sublease Agreement, and after consultation with AAUP-CBC and AAUP Foundation, AAUP will make all required decisions related to the space, equipment, supplies, and other items and services incidental to the administration of the Parties' enterprise. Both AAUP-CBC and AAUP Foundation shall pay its proportionate share of the cost for the space. The costs associated with the space include, but are not limited to, rent, utilities, janitorial services, office equipment utilization, equipment rental and maintenance, furniture and fixtures, insurance, taxes, staff development, general supplies, and communications. The method for allocating any space costs by and between the organizations is set forth in the attached Cost Sharing Agreement, attached hereto as Exhibit A, and made a part of this Agreement.

¹ The AAUP Council approved at its November 2011 meeting a motion to change the title "General Secretary" to "Executive Director."

C. Time-Keeping Records.

1. AAUP will be responsible for maintaining records of the time devoted by staff and other service providers to various activities (as reported by those personnel), such that it will be practicable to compute a reasonably complete and accurate allocation of time performing the combined activities that, taken together, comprise the operations of the three organizations that make up the enterprise.

2. The employees shall be required to complete a weekly time sheet to show the number of hours worked for AAUP, AAUP-CBC, and AAUP Foundation respectively. Time should be kept pursuant to the approved AAUP activity codes. If the supervisor or the Executive Director believes that a weekly time sheet is inaccurate, then he or she may revise the time sheet, in which case the President and/or Chair(s) of each of the entities shall be notified of any revision. In addition, any revised time sheet shall be accurately reflected in AAUP's payroll system, or any other payroll system used by AAUP.

D. Activities.

For purposes of determining financial responsibility for the program and administrative activities of this enterprise, this agreement uses the approved activity codes. The expenses of each programmatic activity consist of the direct cost of the time spent on an activity by the staff and/or other service providers, plus travel, meeting expenses, books and subscriptions, and other similar expenses directly attributable to that activity. All other expenses, including staff benefits, space, and related costs, are considered part of the administrative activities.

E. Direct Costs Borne by Each Party.

1. Joint activities. To the extent that activities are undertaken for two or all three organizations, e.g. travel by a single individual on behalf of two or all three parties, the parties involved will share the expenses in an equitable manner.

2. AAUP Foundation will pay the expenses of those programmatic activities that it authorizes to be undertaken on its behalf, as well as its proportionate share of the expenses of the administrative activities of the enterprise.

3. AAUP-CBC will pay all of the costs of two categories of activities, which the staff shall appropriately track as time and expense: 1.) service to its member chapters, which is defined as developing and disseminating information and resources in support of the collective bargaining activities of local AAUP chapters, and to engage in other activities in support of higher education collective bargaining and 2.) activity on behalf of AAUP-CBC directly, whether such activity is denominated as AAUP-CBC organizing activities (defined as academic organizing, training faculty for collective bargaining negotiations, training in grievance handling, arbitration, and providing public education and advice about ongoing negotiations, grievances, and other problems that occur during the term of a collective bargaining contract); grants to collective bargaining chapters; AAUP-CBC activity; or otherwise.

4. The Parties agree that, in consultation with the outside auditors, the entities shall develop and approve time and expense tracking policies (the "Time and Expense Policy"). The Time and Expense Policy shall be reviewed on an annual

basis to ensure that the staff are accurately tracking time and expenses to the appropriate entity.

5. AAUP will have full responsibility for the cost of AAUP's non-collective bargaining membership development activity and for expenses regardless of the activity to which they are charged to the extent that such expenses are not otherwise the responsibility of AAUP Foundation or AAUP-CBC pursuant to Section C (Time-Keeping Records).

III. Decision-Making on Matters of Mutual Interest.

A. General

The parties intend their relationship to be characterized by ongoing communication among them in furtherance of their common mission and goals. Therefore, the President of AAUP, the Chair of AAUP-CBC, and the Chair of AAUP Foundation will periodically discuss matters of common concern, at least four (4) times per year. Furthermore, any party may request additional discussion under mutually convenient circumstances, which discussion the parties agree to hold within two weeks of the request.

B. AAUP-CBC organizing drives

The decision to begin a new AAUP-CBC organizing drive will require the approval of both the Executive Director and the Chair of the AAUP-CBC. In the event that there is a disagreement between the Chair and the Executive Director regarding initiating an organizing drive, the Parties shall attempt to resolve this disagreement through negotiations between the two leaders.

If the matter is not resolved by negotiation within 30 days, then the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution procedure as set forth in this Agreement.

C. Amicus briefs

AAUP will decide in the initial instance whether it intends to file an *amicus* brief. If AAUP does intend to file a brief and if the issues presented are related to the work of AAUP-CBC and/or AAUP Foundation, then either the AAUP-CBC Chair or the AAUP President (or both) shall approve filing as an *amicus*. If AAUP does not intend to file a brief in a case, then AAUP-CBC and/or AAUP Foundation may do so if that/those organization(s) believe that the issues addressed in the brief involve issues related to the missions of either AAUP-CBC or AAUP Foundation (or both) and such issues do not conflict with AAUP principles and policies.

IV. Organizations' Activities.

A. AAUP-CBC

AAUP-CBC may engage in such activities, provide such programs, and offer such benefits to its chapters and the members of its chapters as it may deem appropriate,

provided that such activities, programs, and benefits may not duplicate or be in conflict with those of AAUP or AAUP Foundation, and provided further that AAUP-CBC will coordinate its activities, programs, and benefits with AAUP in furtherance of the organizations' common mission and goals.

B. AAUP

AAUP may engage in activities that promote the common business interest of improving conditions for all affected professionals in higher education, including, but not limited to, defining fundamental professional values and standards for higher education, advancement of the rights of academics, particularly as those rights pertain to academic freedom and shared governance, and the promotion of the interests of higher education and research; provided that such activities, programs, and benefits may not duplicate or be in conflict with those of AAUP-CBC or AAUP Foundation, and provided further that AAUP will coordinate its activities, programs, and benefits with AAUP-CBC and AAUP Foundation in furtherance of the organizations' common mission and goals.

C. AAUP Foundation

AAUP Foundation may engage in activities that shall promote the charitable and educational purposes of AAUP Foundation provided that such activities and programs may not duplicate or be in conflict with those of AAUP-CBC or AAUP, and provided further that AAUP Foundation will coordinate its activities and programs with AAUP-CBC and AAUP in furtherance of the organizations' common mission and goals;

The AAUP Enterprise, as well as other individuals and entities, shall meet the due diligence procedures set forth in Internal Revenue Code section 4945(h). These procedures include, but are not limited to, an "expenditure responsibility" regime—pre-grant inquiry, meeting specific grant guidelines, complying with written grant agreements, and submitting periodic reports ensuring that the use of AAUP Foundation funds is consistent with its charitable and educational purposes. This includes distribution of current and future charitable restricted funds.

D. Tax-Exempt Status

The Parties shall not engage in any activity that could potentially jeopardize the tax-exempt status of any of the organizations and shall not engage in any activity that would be inconsistent with the mission of any of the organizations.

V. AAUP, AAUP-CBC, and AAUP Foundation Revenue (Post-Restructuring):

A. The AAUP Revenue shall be defined as that revenue that may be received by or pledged to AAUP from membership dues, investment income, publications income, presentations, and conferences; and any other revenue that is received by or pledged to AAUP.

B. The AAUP Foundation Revenue shall be defined as that revenue that may be received by or pledged to the Foundation from donations, grants, investment income;

and any other revenue that is received by or pledged to the Foundation.

C. The AAUP-CBC Activities Revenue shall be defined as follows:

Seventy-five percent (75%) of the annual AAUP dues paid by AAUP collective bargaining members (the twenty-five (25%) percent balance of AAUP dues from AAUP collective bargaining members will remain in the AAUP general revenue fund); 100% of AAUP-CBC collective bargaining chapter dues; 100% of agency fees; 100% of any special assessments made by AAUP-CBC on collective bargaining chapters; and 100% of any investment income earned on assets owned by AAUP-CBC. Finally, AAUP-CBC will receive 100% of the revenue from any events or meetings sponsored solely by AAUP-CBC.

The Parties acknowledge and agree that Association assets known as the "Collective Bargaining Congress Fund," "Collective Bargaining Congress Emergency Fund," and "Collective Bargaining Congress Grant Line" shall be reconstituted to AAUP-CBC through a mutually acceptable agreement, attached here as Exhibit C.

D. If AAUP, AAUP Foundation, and/or AAUP-CBC jointly sponsor an event or meeting, then the revenue from such event or meeting will be divided in accordance with an agreement reached by the sponsoring entities.

E. At the end of each month, AAUP will pay into a separate account for the benefit of AAUP-CBC an amount equal to the "AAUP-CBC Activities Revenue" as defined in V.C. above. Any payment is made subject to the terms set forth in F. G. and H. below.

F. The Parties acknowledge and agree that a significant part of AAUP's total revenue shall be derived from an accounts receivable mechanism. Thus, to the extent that AAUP has not collected such AAUP-CBC revenue but instead carries such revenue on its books as an accounts receivable, AAUP will not be required to make payments to the AAUP-CBC's account until AAUP collects such revenue.

G. The Parties further acknowledge and agree that in order to maintain a strong coordinated enterprise; any payment to AAUP-CBC's account shall be made only if AAUP is financially sound. No payment will be deposited into AAUP-CBC's account if, as a result of such payment, AAUP is rendered insolvent. For purposes of this Agreement, insolvency is defined as the condition where the liabilities of AAUP, excluding liabilities for postretirement health benefits, exceed the value of the assets held by AAUP. In the event that AAUP does not remit the payment contemplated by this section, it shall be considered a loan and market interest rate will be charged.

H. The Parties acknowledge and agree that the revenue calculation formula set forth above will be re-evaluated after each fiscal year to ensure that the organizations operate with the goal of strengthening the AAUP Enterprise; and if necessary, this agreement shall be amended expressly to reflect such re-evaluation.

VI. Allocation of Assets Existing at the Time of Restructuring. The three organizations entering into this agreement are being created through the restructuring of a public charity. The IRS has provided its Private Letter Ruling, with the following rulings:

A. The Association will transfer all of its assets to the AAUP Foundation except that the

Association's office furniture, equipment, and computer hardware and software shall be sold to AAUP at fair market value; and this transfer will not adversely affect the Association's tax-exempt status under section 501 (c) (3) of the IRC; and

- B. AAUP will act as a billing agent for the AAUP-CBC pursuant to the attached Cost Sharing Agreement so as long as AAUP's non-501 (c)(6) activities together constitute less than 50% of AAUP's activities, in order to protect AAUP's tax-exempt status under section 501(c)(6) of the IRC.
- C. The Association will transfer its employment-related liabilities *i.e.* payroll, retirement plans and health insurance to the AAUP. For certain unfunded liabilities, *i.e.* post-retirement health care coverage for employees of the Association who become employees of the AAUP, a different allocation for reimbursement will be used, and such allocation is set forth in the Cost Sharing Agreement, Section 4, Method of Allocation.

VII. Allocation of Assets (Post restructuring):

- A. Any funds that are disbursed by AAUP Foundation to either AAUP or AAUP-CBC shall be subject to the due diligence procedures set forth in IRC section 4945(h) "expenditure responsibility" regime—pre-grant inquiry, written grant agreements, and periodic reporting back to ensure that AAUP's and AAUP-CBC's use of the funds is consistent with AAUP Foundation's charitable and educational purposes pursuant to IRC section 501 (c)(3). The Parties acknowledge and agree that the Grant Guidelines and Grant Agreement, attached hereto as Exhibit D, shall govern any disbursement of AAUP Foundation assets.
- B. AAUP-CBC acknowledges that AAUP shall collect all AAUP-CBC revenue.

VIII. AAUP Foundation and AAUP-CBC Use of the AAUP Name, and the AAUP Charter to the AAUP-CBC.

The Association will irrevocably license its name to AAUP. It is the mutual intent of the leaders of AAUP, AAUP-CBC, and AAUP Foundation to carry on and expand upon the principles and policies of the Association, sharing a common commitment to academic freedom and shared governance. AAUP will then give AAUP-CBC and AAUP Foundation each a royalty-free, non-exclusive, revocable license to use the name "American Association of University Professors" ("AAUP"). The license that AAUP provides to AAUP-CBC is for purposes consistent with the mission of AAUP and, consistent with this Article, for as long as AAUP charters AAUP-CBC. AAUP's charter to AAUP-CBC entitles AAUP-CBC to use the AAUP name and recognizes that the two organizations are linked, as are their activities, by their mutual adherence to AAUP principles. The charter from AAUP can only be revoked if AAUP-CBC decides to disaffiliate, disengage from, or otherwise repudiate the AAUP. If AAUP-CBC should disaffiliate, disengage from, or otherwise repudiate the AAUP, then AAUP will have the right to revoke the charter. If AAUP revokes the charter as a result of disaffiliation initiated by AAUP-CBC and gives notice of the revocation to AAUP-CBC, then AAUP-CBC loses the right to use the AAUP name and also forfeits one-half of the value of the assets AAUP-CBC had acquired in the name of the AAUP-

Collective Bargaining Congress. The license that AAUP provides to AAUP Foundation is for public charity purposes consistent with the mission of the AAUP. The license that AAUP provides to AAUP Foundation is for purposes consistent with the mission of the AAUP and, consistent with this Article, for as long as AAUP Foundation is in existence.

IX. Modifications.

This Agreement shall be subject to an annual review by the Parties. Any changes to the Agreement shall be modified by written amendment executed by the Parties herein.

X. Access to Records.

AAUP shall keep records satisfactory to AAUP-CBC and AAUP Foundation related to the performance of this contract including, but not restricted to, records showing the allocation of staff time devoted to activities charged to AAUP-CBC and AAUP Foundation. AAUP-CBC and AAUP Foundation shall also keep all their records related to this Agreement for seven (7) years. AAUP shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing activities under this Agreement available to AAUP-CBC and AAUP Foundation, its auditors, or legal counsel to determine compliance with this Agreement.

XI. Duty of Payment.

- A. Annual Allocation Review. At the end of each fiscal year and in conjunction with the annual audit, AAUP, AAUP-CBC, and AAUP Foundation shall conduct a detailed review of the revenue allocation and the allocation of expenses prior to issuance of the annual audited financial statements. If mutually agreeable, the Parties may amend this Agreement.
- B. Disputes over Revenue or Expense Allocation. Any dispute over the allocation of revenues or expenses that cannot be resolved by and between the Parties shall then be resolved in accordance with the Dispute Resolution provision of this Agreement.

XII. Term and Termination.

- A. Term. This Agreement shall be effective as of its full and complete execution and shall continue until revoked or otherwise superseded by a subsequent agreement or until one of the parties terminates the Agreement under section XII (B).
- B. Termination. The Parties to this Agreement acknowledge and agree that each is committed to fulfilling the duties and obligations set forth herein. In the event that there is a dispute, the disputing party shall give notice to the other pursuant to the Notice provision of this Agreement and shall set forth the disputed issue. The Parties shall then exercise their best efforts to resolve the dispute through informal discussion within ten (10) business days. In the event that such dispute cannot be resolved within that time, any party may terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the effective date of

termination.

Upon receiving notice, the Parties will again make all reasonable efforts to resolve the issues related to the termination. In the event that such issues cannot be resolved, the Parties shall proceed in accordance with the Dispute Resolution provision of this Agreement.

XIII. Dispute Resolution.

- A. Any disputes about the parties' relationships or the meaning, interpretation, or application of this agreement will be subject to resolution in accordance with the procedures of this Article. Any disputes implicating fundamental principles of academic freedom shall be determined by a joint committee of those appointed leaders from the AAUP Council, AAUP-CBC Executive Committee, and the AAUP Foundation Board. Such joint committee members shall be appointed by the respective President/Chair(s) of each of the entities.
- B. Whether the dispute as defined in Section A involves two parties to this agreement or all three, the disputing parties will exercise their best efforts to resolve the dispute through informal discussion by responsible officials. Failing that, if a disputing party requests that the dispute be mediated, it will be promptly submitted to a mutually designated individual; or, for lack of such a designation, then to a mediation agency.

Failing settlement through mediation, upon the request of any disputing party, the dispute will be submitted to binding arbitration before a panel of three arbitrators. The names of nine prospective arbitrators will be provided by the American Arbitration Association ("AAA"). Each of the disputing parties will have the opportunity to strike three alternating names resulting in a panel of three arbitrators. In the unlikely event that all three entities are parties to the dispute, twelve prospective arbitrators will be requested from the AAA, and each party will have the opportunity to strike three alternating names resulting in a panel of three arbitrators.

The arbitrators will conduct the arbitration in accordance with the then-current rules of the AAA. The arbitration hearing will be held in Washington, D.C. or another location mutually agreed upon. Each of the arbitrating parties will bear its own costs and will share equally the fees and expenses of the arbitrators, except as the arbitrators may rule otherwise. The arbitrators will not alter, amend, or modify the provisions of this agreement and their determination will be final and binding.

XIV. Miscellaneous Provisions.

- A. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be considered given and delivered when personally delivered with a signed acknowledgment, delivered by courier with proof of delivery, or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to the other party at the address set forth below or at such other address as the party shall be specified by notice given in accordance

with this Section:

If to AAUP: 1133 19th Street, NW, Suite 200, Washington DC 20036

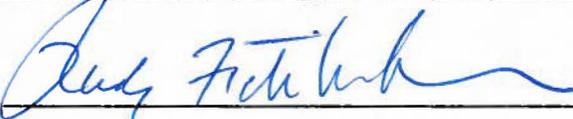
If to AAUP-CBC: 1133 19th Street, NW, Suite 200, Washington DC 20036

If to AAUP Foundation: 1133 19th Street, NW, Suite 200, Washington DC 20036

- B. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the state of Delaware. Conflict of law principles shall apply to this Agreement.
- C. Compliance with the Law. The Parties agree that, with respect to the subject matter of this Agreement, each shall comply with all applicable laws and regulations and shall duly observe all valid, applicable requirements of government authorities, and each agrees to cooperate with the other with respect to such requirements.
- D. Amendments. This Agreement may be amended in writing by mutual agreement of the parties.
- E. Severability. The provisions of this Agreement are severable; if any provisions are held to be illegal, invalid, or unenforceable, such holding does not affect the legality, validity, or enforceability of any other provision.
- F. Waiver. Waiver by any party of any term or condition of this Agreement or any breach hereof does not constitute a waiver of any other term or condition.
- G. Assignment. This Agreement may be assigned only to a successor AAUP, firm, or subsidiary of a party upon the prior written approval of the other parties.
- H. Counterparts and Facsimile Transmission. The parties may execute this Agreement in any number of counterparts, including counterparts transmitted by facsimile of this Agreement, each of which so executed is deemed to be an original, and such counterparts together, upon delivery, constitute one and the same instrument.
- I. Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement of the parties with respect to the subject matter of this Agreement and shall supersede and render null and void all prior and contemporaneous agreements whether oral or written between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, AAUP, AAUP-CBC, and AAUP Foundation have signed this Agreement as a document under seal as of the Effective Date.

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By:  _____

Name: Rudy Fichtenbaum
Title: President

Date: 11/18/12

**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS COLLECTIVE
BARGAINING CONGRESS**

By: Howard Benis

Name: 11/29/12 Howard Benis

Title: Chairperson

Date: 11/29/12

AAUP FOUNDATION

By: Susan A. Michalczyk

Name: Susan A. Michalczyk

Title: Chairperson

Date: 11-18-12