

**AFFILIATION AGREEMENT
BETWEEN
GEORGE MASON UNIVERSITY
AND
THE OSHER LIFELONG LEARNING INSTITUTE AT
GEORGE MASON UNIVERSITY**

THIS AFFILIATION AGREEMENT (“Agreement”) is made this 1st day of June, 2022, by and between George Mason University (“Mason” or “the University”) and the Osher Lifelong Learning Institute at George Mason University (“OLLI”).

WHEREAS, Mason is a public institution of higher education established pursuant to Virginia Code § 23.1-1500, *et seq.*; and

WHEREAS, OLLI, is a Virginia non-profit corporation dedicated to offering older adults in Northern Virginia learning opportunities through a wide variety of non-credit, non-degree-granting classes, events and activities, seeks to fulfill its mission as an affiliated educational institute of Mason by offering its program at one or more locations on Mason campuses; and

WHEREAS, the General Assembly of the Commonwealth of Virginia has encouraged the Commonwealth’s institutes of higher education to support “Learning in Retirement” institutes and organizations; and

WHEREAS, Mason is a party to a September 2012 Endowment Agreement from the Bernard Osher Foundation to support OLLI, and

WHEREAS, Mason and OLLI entered into that certain Affiliation Agreement dated March 30, 2017 (“2017 Affiliation Agreement”), and the parties desire to continue their collaboration and set forth the terms and conditions of a mutually beneficial affiliation;

NOW, THEREFORE IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the parties mutually agree to all of the following:

**1.0
TERM**

1.1 This Agreement shall be for a term of five (5) years beginning on July 1, 2022 and ending on June 30, 2027. The parties may renew for additional five-year terms by mutual written agreement. Either party may terminate this Agreement without cause at any time by serving written notice of its intent to terminate not less than six (6) months in advance of such termination.

1.2 The Parties shall enter into a separate Space Usage Agreement (the “License”) governing the use of space by OLLI in Mason facilities on terms reasonably satisfactory to OLLI and sufficient for OLLI’s reasonable requirements.

2.0

MASON OBLIGATIONS

2.1 Mason shall support, consistent with its resources, OLLI programs and operations in Northern Virginia by providing the following:

- 2.1.1 Fairfax Campus, Tallwood Property. Dedicated classroom, office, meeting and social space without rental cost, as well as access to parking in accordance with the provisions established in the License signed contemporaneously herewith.
- 2.1.2 Loudoun Site. Use of classroom and other support spaces on a space available basis as outlined in the License.

2.2 Mason shall make facilities and services available to OLLI on the same terms and conditions as are available to Mason departments, including but not limited to:

- 2.2.1 Use of printing and copying facilities;
- 2.2.2 Advice and support of the Office of University Advancement and Alumni Relations on matters relating to OLLI fund-raising;
- 2.2.3 Advice and support from Mason's Office of University Branding on matters relating to OLLI marketing and promotion;
- 2.2.4 Advice from Mason's Information Technology Service on matters relating to information technology and related services;
- 2.2.5 Advice from Educational Media Services;
- 2.2.4 Use of Mason's mail stop;

2.3 Mason shall continue to encourage its faculty to respond favorably to OLLI requests for teaching and other assistance involving OLLI's program. It is understood that such assistance to and participation in OLLI programs is voluntary on the part of individual faculty members and that, in accordance with OLLI's standard policy, no remuneration or honoraria are awarded.

2.4 Mason shall continue to provide persons who are officially certified by OLLI as active OLLI members or staff with identification (ID) cards that identify them as "Affiliate" and "faculty/staff." As such, OLLI staff and OLLI members shall be entitled to the benefits found in **Addendum 1** to this Agreement. This Addendum may be modified in writing and signed by all Parties, from time to time, as circumstances require.

3.0 OLLI OBLIGATIONS

3.1 OLLI shall undertake to continue to provide its program to older persons in Northern Virginia utilizing the space in accordance with the License and such other sites as may

subsequently be established. It shall use its best efforts to continue to offer its program at sites that are not part of University campuses in accordance with the License.

3.2 OLLI shall support Mason in appropriate ways, including but not limited to:

3.2.1 Award of annual scholarship funds to the George Mason University Foundation, Inc.;

3.2.2 Development of joint or cooperative programs of classes and other activities with University entities in which the participation of older adults and students may create synergies beneficial to both Mason and OLLI;

3.2.3 Publicizing in its print and electronic media educational, social, cultural, community and other activities organized or sponsored by Mason, particularly those in which older citizens may be interested or could play a valuable role. Included among these activities are: the Center for the Arts, Harris Theater, Hylton Performing Arts Center, Eagle Bank Arena and Aquatic and Fitness Center;

3.2.4 Use of rooms and facilities designated in the License by Mason departments and other affiliates during such time, as the space is not needed for OLLI programs or functions. Such requests shall be made by and through Mason's Office of Capital Strategy and Planning.

3.2.5 Support the Office of University Advancement and Alumni Relations on matters relating to University fund-raising activities.

3.3 OLLI shall at all times during this Agreement maintain an industry standard or equivalent Commercial General Liability insurance policy, including contractual liability coverage, with limits of liability for bodily injury and property damage of at least One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars annual aggregate. These policies shall name George Mason University, the Commonwealth of Virginia, their employees and agents, as Additional Insureds. OLLI agrees to keep Mason advised of any material changes in this policy and to provide Mason with a copy of the Additional Insured endorsement of the policy. In locations where it is required, Workers Compensation coverage shall also be maintained. OLLI shall, at Mason's request, furnish Mason with insurance certificates indicating such coverage.

3.4 OLLI shall continue to encourage its members to respond favorably to Mason requests for assistance, including teaching, educational support, studies and other activities, and shall circulate such requests to its members for these purposes. It is understood that such assistance to and participation in Mason programs is voluntary on the part of individual OLLI members and not rendered in expectation of remuneration or honoraria.

3.5 To facilitate cooperation, liaison and the exchange of information between OLLI and Mason, OLLI shall welcome the attendance and participation of a designated Mason representative at OLLI open meetings, such as its Board of Directors and Annual Membership meetings. To this end, OLLI will provide notice of such meetings to the designated Mason

representative at the same time such notices are sent to OLLI members and shall allow the representative's full participation in open meetings on a non-voting basis.

3.6 To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. OLLI agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Agreement. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless OLLI for claims brought against OLLI.

3.7 OLLI agrees that Mason, the Commonwealth of Virginia, and their officers, employees, agents, and the faculty and students participating in this Agreement are not liable for any monetary damages for any failure to provide any services specified or described in this Agreement, provided, however, that OLLI retains the right to seek specific performance or similar equitable remedies as allowed in the Commonwealth of Virginia to enforce the terms of this Agreement.

3.8 OLLI and Mason shall comply with all applicable laws and regulations of the Commonwealth of Virginia and Mason policies and procedures.

4.0 JOINT UNDERTAKINGS

4.1 Mason and OLLI shall publicize their affiliation appropriately in their respective print and electronic media.

4.2 Mason and OLLI shall cooperate to promote their individual and joint interests, including but not limited to the following:

4.2.1 OLLI shall lend its official support and encourage its members to support the educational and financial objectives, policies and goals of Mason before national, state and local government bodies, consistent with its non-profit status. To this end, OLLI shall welcome advice and suggestions from Mason identifying current and anticipated issues where OLLI's official and individual member support would be welcome.

4.2.2 To the extent allowed by law, Mason shall lend its official support and encourage its staff and faculty to support the educational and financial objectives, policies and goals of OLLI before corporate and government bodies and with private individuals. To this end, Mason shall welcome advice and suggestions from OLLI identifying current and anticipated issues where Mason's support would be welcome.

4.3 To facilitate cooperation, liaison and the exchange of information between OLLI and Mason, senior officials of Mason and OLLI shall meet on an as needed basis, but at least annually, to review and discuss matters of mutual interest.

5.0 GENERAL

5.1 Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate party.

For the University:

Renate Guilford
Associate Provost for Academic Administration
George Mason University
4400 University Drive, MSN 3A2
Fairfax, Virginia 22030

with a copy to:

Office of University Counsel
George Mason University
4400 University Drive, MSN 2A3
Fairfax, Virginia 22030

For OLLI:

OSHER LIFELONG LEARNING INSTITUTE
Attn: Executive Director
4210 Roberts Road
Fairfax, Virginia 22032

- 5.2 Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. OLLI agrees that it shall at all times comply with all applicable federal and state laws and regulations.
- 5.3 Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- 5.4 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written Agreement with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.

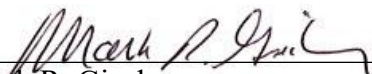
- 5.5 Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. The University does not sponsor, endorse, or make any express or implied warranties for OLLI.
- 5.6 Waiver. The failure of a party to enforce any provision in this Agreement shall not be deemed a waiver of such right.
- 5.7 Assignment. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- 5.8 Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- 5.9 Publicity. Except as specifically provided for herein, OLLI shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- 5.10 Image. OLLI shall not take any action or inaction, which may be detrimental to the image or reputation of the University.
- 5.12 Nondiscrimination. Both parties to this Agreement agree to not discriminate on any basis prohibited under state or federal law.
- 5.13 Force Majeure. Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
- 5.14 Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- 5.15 Conflicts of Interest. No employee of the University may receive compensation from OLLI unless authorized by the University in writing.
- 5.16 Third-Party Beneficiaries. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

5.17 Indemnification. OLLI shall indemnify and hold harmless the University, the Commonwealth of Virginia, and their officers, employees and agents, from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising from activities under this Agreement. The University shall promptly notify OLLI of any claim or action brought against the University in connection with this Agreement.

IN WITNESS THEREOF, George Mason University and the Osher Lifelong Learning Institute at George Mason University have caused this Agreement to be executed by their duly authorized representatives.

George Mason University:

Osher Lifelong Learning Institute:

By: 
Mark R. Ginsberg
Provost and Executive Vice President

By: 
Name: Jennifer L. Disano
Title: Executive Director

Date: June 9, 2022

Date: 6/1/22

By: 
Carol D. Kissal
Senior Vice President for
Administration and Finance

as delegate for Carol D. Kissal

Date: 6/12/2022

ADDENDUM 1
All Mason Card Privileges* for Affiliate
Osher Lifelong Learning Institute at George Mason University

Book Store

Receive a 10% discount on most merchandise with Mason ID card. Exclusions include, magazines, newspapers and convenience items or as designated.

Dining Services

Ability to purchase Bite Plans which can be used in the dining halls. Discounts vary and require Mason ID card and must have a current Banner record.

Recreation Facilities at the Fairfax Campus

Annual membership discount (employee rate) available with Mason ID card (currently \$300)

Library

Borrow up to ten books at one time for a three-week loan period with one online renewal.
OLLI faculty may borrow up to six media items at one time for a loan period of one week.
Request that items held at other Mason campuses be delivered to the library at their preferred campus location, with the exception of the Law School Library, which is not included.

Eagle Bank Arena

Discounts vary per event and require Mason ID card

Freedom Center

15% discount off of regular annual membership rates

Performing Arts Center

Discounts are offered, but not to all events
Discounts vary with performance and require Mason ID card

Patriot Perks (patriotperks.gmu.edu)

Access to discounts at local restaurants, professional services, health and fitness services, etc.
with a Mason ID

CUE Bus

CUE Bus rides for free with show of Mason ID and must have current Banner record.

Wells Fargo

Eligible for Mason affinity Debit Card with a Mason ID. Same benefits as other customers.

***All privileges subject to change**

Revised May 2022