

**OHIO STATE UNIVERSITY ALUMNI ASSOCIATION**  
**CHARTER TO**  
**THE OHIO STATE UNIVERSITY ALUMNI CLUB OF SOUTHWEST FLORIDA**

**PREAMBLE:**

Our alumni clubs and societies play a critical role in the success of the Ohio State University Alumni Association, and therefore also to the University's overall mission and success. Alumni clubs (geographically-based) and societies (college, unit, or special interest-based) are groups of Ohio State alumni, supporters and friends; these groups exist to promote the university, the Association, and their group through communications, community relations, student recruitment, scholarship fundraising, fellowship, networking, and other activities.

It is necessary for the Ohio State University Alumni Association to ensure alignment of our individual and collective efforts, optimization of resources, and identification of the areas of shared responsibility to the University that we have, and are articulated as follows:

The Ohio State University Alumni Club of Southwest Florida (the "Organization") will be governed by three documents. The first is the Ohio State University Alumni Association Constitution, which sets forth the overall governance of the Alumni Association and its component members, programs, clubs and societies. The second is this Charter that determines the particular rights and obligations between the Organization and the Ohio State University Alumni Association (the "Association"). The third is the Organization's Constitution that determines the internal governance of the Organization.

**1. Chartered Object.** The Object which the Organization is chartered to carry out is set forth in its Constitution.

**2. Benefits to the Organization.** For purpose of carrying out its Object, the Benefits that the Organization will receive from the Association include those set forth in Schedule 1.

**3. Use of University's Name and Trade and Other Marks.** One of the Benefits includes use of certain University trademarks, service marks, trade dress, or other University symbols or indicia licensed by the University to the Association. Pursuant to the license, neither the Organization, nor the Organization's members, nor any of the members of Organization's governing body or officers will use any University trademark, service mark, trade dress, or other University symbol or indicia in a manner inconsistent with the directions of the University or the Association, which instructions may be communicated by the University or the Association from time to time and will be effective upon receipt. The current University identity standards and style guidelines that must be complied with by the Organization are set forth in Schedule 2.

**4. Obligations of the Organization.** In consideration for the Benefits, the Obligations of the Organization, any governing body, and its officers are as follows:

- (a) Each member of any governing body and each officer of the Organization will carry out the Organization's Object (1) with the care that an ordinarily prudent person in a like position would use under similar circumstances (duty of care) and (2) in a manner he or she reasonably believes to be in or not opposed to the best interests of the Organization (duty of loyalty) taking into account the best interest of the University and the Association.
- (b) The Organization's governing body or officers will be responsible for (1) authorizing all matters important to the Organization, such as matters of policy, direction, strategy and governance; and (2) overseeing matters critical to the health of the Organization for its various stakeholders, such as the Organization's ability to pay its obligations as they

become due, the fairness of any compensation or transaction with others, adequacy of its internal controls, reliability of its financial statements, completeness of its financial and other disclosures, compliance with laws as well as the Organization's policies, adequacy of any fund raising programs, and enhancement of the Organization's reputation consistent with the reputation of the University and the Association.

- (c) Any decisions made regarding any transaction in which any Organization member or member of the Organization's governing body or officers has an economic or personal interest will, to the extent possible, be approved by members of the Organization's governing body.
- (d) Any actions taken by the Organization, the Organization's members on behalf of the Organization, and the Organization's governing body and officers will be consistent with its federal tax-exempt status and with the federal tax-exempt status of the Association as a 501(c) (3) charitable organization.
- (e) Neither the Organization, nor any of the members of the Organization's governing body or officers will publicly disparage the University or the Association. This is not to discourage frank discourse between the Organization or members of the Organization's governing body or officers and appropriate representatives of the Association or the University.

**5. Dispute Resolution.** Any dispute between the Organization or the Organization's governing body or officers and the Association will be resolved first by discussions between one, but not more than three, of the Organization's governing body or officers who are designated by the Organization with authority to settle such dispute, and one but not more than three Association representatives designated by the Association with authority to settle such dispute. Discussions may be initiated by notice of the Association to the Organization or by the Organization's governing body to the Association stating a date by which such discussions shall commence. The purpose of such discussions will be to settle such dispute, or enter into an action plan to result in resolution of the dispute. Either the Organization or the Association may request, at any time during the discussions, that the Association's President appoint someone to facilitate such discussions. The facilitator shall have the authority to call and set the date and time for discussions and for implementation of an action plan. Any dispute not resolved by good faith discussions or after good faith attempts to implement an action plan may be referred by either the Organization or the Association to the Association's Board of Directors, which will have the sole discretion whether to consider, and if it determines to consider, how to consider such dispute. Unless granted by the Association's Board of Directors, the Organization will have no right to appear before the Association's Board of Directors other than to submit to the Board of Directors a memorandum stating its position. Any decision by the Board of Directors will be binding upon both the Organization and the Association, and may include termination of this Charter, the Object, and Benefits. The Organization will also have the right to terminate its Charter, its Object, and Benefits. In the event of any such termination, all amounts or other obligations, if any, owed by either Organization's or the Association to the other, will be settled within sixty (60) days.

**6. Miscellaneous.**

- (a) **Review of this Charter.** Either the Organization or the Association may request to review and evaluate the provisions of this Charter and the performance of each the Organization and the Association when either deems appropriate.
- (b) **Governance.** If the terms of the Organization's articles or certificate or regulations or bylaw conflict with the terms of this Charter, the conflicting terms will be construed so that the terms of this Charter will prevail.

- (c) **Discussions or Meetings.** Notwithstanding anything to the contrary, any discussions under this Charter or other meetings between representatives of the Organization and the Association may be held through any electronic communication pursuant to which each person participating is able to hear or read what each other person is hearing or reading, and such participation will constitute attendance at such discussions or meeting.
- (d) **Inspection.** The Organization will permit a representative designated by the Association, at Association's expense, to examine the Organization's books of account and records and to discuss with the Organization's governing body or officer performance of the Organization's Objective or other activities or its business, finances and accounts, all at such reasonable times as may be requested by Association.
- (e) **Notices.** Any notice or other communication to be given to a party hereunder will be in writing and will be mailed by United States certified mail, postage prepaid, or delivered by messenger or commercial overnight courier, or sent by email or fax at any of the applicable address(es) or number(s) designated below or at any other address(es) or number(s) most recently designated by that person for this purpose:
- (1) If to the Association, at:
- The Ohio State University Alumni Association, Inc.  
2200 Olentangy River Road  
Columbus, OH 43210  
United States of America  
[adv-alumniassociationboard@osu.edu](mailto:adv-alumniassociationboard@osu.edu)  
Fax: (614) 292-1874  
Telephone: (614) 292-2200
- (2) If to the Organization, at:
- The Ohio State University Alumni Club of Southwest Florida  
Attn: Melinda Shaw  
2208 Summersweet Dr  
Alva, FL 33920  
[Osubuckeyes1963@aol.com](mailto:Osubuckeyes1963@aol.com)
- (f) **Successors.** This Charter will inure to the benefit of, and be binding upon, each party and that party's respective successors and assigns.
- (g) **Governing Law.** This Charter will be governed by and construed under the laws of the State of Ohio.

## SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Charter effective as of the date of the latest signature set forth below.

The Ohio State University Alumni Club of  
Southwest Florida

By: Melinda Shaw

Its: President

Dated: 2/23/16

The Ohio State University Alumni Association,  
Inc.

By: Andy Gurd

Its: COO

Dated: 2-26-16