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STUDENT COOPERATIVE ASSOCIATION, INC.

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DATE: June 27, 2008

SUBJECT: *MEMORANDUM OF UNDERSTANDING*

TO: Dr. Tony Atwater
President

FROM : Mr. Dennis V. Hulings
Executive Director

The purpose of this memo is to update the current Memorandum of Understanding that exists between the Student Cooperative Association, Inc. and Indiana University of Pennsylvania.

The Student Cooperative Association has been serving and supporting the University since 1933 and will continue to do so in accordance with its Charter and By-Laws. The Association will operate, at the Indiana campus, the Hadley Union Building with meeting rooms, the HUB Fitness Center, the campus bookstore, the Co-op Recreational Park, and the Marina located at Yellow Creek State Park, in cooperation with the Department of Conservation and Natural Resources. It is the Association's desire to support and enhance programs of the University by providing cultural, social, and recreational activities to members of the University community. The Association expects to continue these services and to add others and refine present programs as the needs of the University community change.

Under current law, the President of the University has obligations to fix student activity fees and supervise the collection, retention, and expenditures of student activity fees. Also, the annual budget of the Association shall be submitted to the University President for his/her information.

Due to the fact that both the University and the Student Cooperative Association, Inc. continue to experience the need to adapt to change and whereas the Student Cooperative Association has completed a major expansion of the Hadley Union Building and whereas the University has need of additional funding for Scholarships and other related University initiatives, both entities agree to do the following:

The Student Cooperative Association, Inc. will transfer \$244,500 for 2008-2009 to the appropriate University Account to go toward Scholarships and other University initiatives.

The University will provide steam heat through the University steam distribution and electricity through the University's electrical grid system to the Hadley Union Building at no cost.

The Association will issue identification card services, sponsor and/or provide funding for social, recreational and cultural activities to members of the University and Association, and the use of all its facilities. The University will be subject to the Association's regulations and procedures in regard to the furnishing of these services and facilities.

The Association will make available to the University the dining area on the ground floor of the Hadley Union Building, adjacent to the HUB Fitness Center, to be used as an extension of the University's dining services.

The Association will be responsible for all vending contracts on campus for the sale of beverages and snacks and on-campus coin operated laundry facilities.

The Association will hold banking contracts, as appropriate, to serve the needs of the university.

The Association will serve as the Licensing Agent for the Collegiate Licensing Program of the University.

This Memorandum of Understanding will be reviewed on an annual basis. This Memorandum will expire on June 30, 2009.

I want to express appreciation for the assistance, cooperation, and working relationship fostered by the University. Should the University need further assistance or support from the Association, such requests should be forwarded to me and will be given full consideration. Every attempt will be made to meet such needs. I look forward to the continuation of what has been a valued relationship between the Association and the University.

DVH/ms