Representations

The McIntire Investment Institute ("MII") exists to provide students at the McIntire School of Commerce with opportunities to make investment decisions. Student members of MII invest funds owned by the University of Virginia’s McIntire School of Commerce Foundation (the “Foundation”). In carrying out these activities, MII and its student members represent the Foundation and act on behalf of the Foundation when they comply with the terms and conditions contained in this Agreement.

Permitted Activities

The activities of MII and its student members are subject to the supervision and control of the Foundation and are limited to:

SEE CHARTER FOR OPERATING GUIDELINES

MII and its student members agree to perform the activities (as described in the Charter) responsibly and consistent with University, Foundation, and McIntire School of Commerce policies and applicable law.

MII and its student members are not authorized to act for or on behalf of the Foundation with respect to any activity not specifically delegated in the Charter. To the extent MII or any of its student members act outside the scope of its permitted activities, they act independently outside of the Foundation’s supervision, direction, or control.

University Property

The University controls its facilities and property, and, to the extent MII and its student members use the University’s public facilities or property to conduct their activities, MII and its student members may be subject to additional terms and conditions governing uses of specific facilities or property.

No Use of Marks and Logos

MII and its student members shall not use any marks, symbols, logos, mottoes, or indicia of the University, the Foundation, or the McIntire School of Commerce without their express prior written consent. MII and its student members may not use the University’s, the Foundation’s, or the McIntire School of Commerce’s name in any form when they act outside of the scope of this Agreement. In such instances, MII and its student members must take all additional steps necessary to prevent persons and organizations with which they deal from receiving the impression that MII is controlled by or acts on behalf of the University, the Foundation, or the
McIntire School of Commerce.

**Liability and Insurance**

MII and each of its student members understand and agree that when MII or its student members sponsor activities or carry out functions that are not specifically delegated to MII through this Agreement, the University, the Foundation, and the McIntire School of Commerce and their employees and agents will not be liable for injuries or harm caused to anyone in connection with the activities of MII or its student members, nor will the University, the Foundation, or the McIntire School of Commerce or their employees and agents be liable for any of MII’s contracts, torts, or other acts or omissions, or those of the MII’s directors, officers, student members, advisors, coaches, staff, activity participants, or any other persons associated with the MII. MII and each of its student members understand and agrees that when carrying out functions that are not specifically delegated to MII through this Agreement that neither it nor its directors, officers, student members, advisors, coaches, staff, activity participants, or any other persons associated with the MII are covered by the University’s, the Foundation’s, or McIntire School of Commerce’s insurance policies or self-insurance plans, and that the University, the Foundation, and the McIntire School of Commerce will not provide any legal defense for MII, its student members, or any person in the event of any claim against any of them when they sponsor activities or carry out functions that are not specifically delegated to the MII through this Agreement.

To ensure that all persons associated with MII fully understand the nature of the relationship between MII and the Foundation, MII’s president shall provide a copy of this Agreement to all student members and shall obtain the written consent of all such student members to the terms of this Agreement. MII’s president shall post this Agreement and the List of Permitted Activities in a conspicuous place and shall cause this Agreement and the List of Permitted Activities to be consented to by each member of MII each time such member accesses the University of McIntire computer network.

**Consultation**

The officers of MII shall consult regularly with a faculty member designated by the Foundation regarding the activities of MII and its student members. Such faculty member shall report periodically to the Foundation. Such faculty member shall not have the authority to bind the Foundation or the University.

**Non-discrimination**

MII shall not restrict its membership, programs, procedures, practices, and/or activities on the basis of age, color, disability, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, or veteran status.
Terms of Agreement

This Agreement becomes effective on the date it is signed by an authorized Foundation officer and must be renewed annually after MII elects officers for the next academic year. The Agreement does not automatically renew, and MII will be considered inactive if the Agreement is not renewed prior to the first day of classes in the fall semester. The Foundation and MII each reserves the right to terminate this Agreement at will.

Acknowledgment by Student MII Officers – for distribution to its members

Date:___________ McIntire Investment Institute (its Officers)

We agree to the terms of this Agreement.

By: __________________________________________
Print Name: __________________________________
Print Title: ________________________________
Student I.D. No.: __________________________

By: __________________________________________
Print Name: __________________________________
Print Title: ________________________________
Student I.D. No.: __________________________

By: __________________________________________
Student I.D. No.: __________________________
Print Name: __________________________________
Print Title: ________________________________

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