

Operating Agreement

East Carolina University and East Carolina University Foundation, Inc.

This Operating Agreement (Agreement) is made between East Carolina University (ECU) and East Carolina University Foundation, Inc. (Foundation)

RECITALS

- A. ECU is an institution of higher education; and is one of the constituent institutions of the University of North Carolina and has the authority to approve private organizations, known for purposes of this Agreement as Associated Entities, to support the constituent institution, consistent with G.S. 116-30.20; and,
- B. Foundation is a private, independent North Carolina nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code and exists for the purposes of supporting and promoting the educational and charitable purposes and the lawful activities of ECU; and
- C. ECU, within its authority, has officially recognized Foundation as meeting the standards and eligibility requirements as a supporting associated entity as set forth in the University of North Carolina and ECU rules and regulations and with execution of this document, ECU reaffirms and ratifies that recognition; and,
- D. ECU and Foundation (collectively, “the “parties”) previously executed an operating agreement on June 30, 2006 formalizing the relationship between ECU and Foundation by setting forth the manner in which ECU and Foundation are to provide support for each other.
- E. Both parties to the June 30, 2006 agreement and this Agreement are satisfied that Foundation and ECU have complied with the June 30, 2006 agreement.
- F. Both parties desire to amend and extend under the terms provided in this Agreement in order to comply with UNC Policy 600.2.5.2[R].

TERMS

In consideration of the mutual covenants, promises and conditions herein contained, and for good and valuable consideration, the adequacy of which is hereby acknowledged, ECU and Foundation agree as follows:

1.0 Foundation Support of ECU.

- 1.1 Foundation's sole purpose is to provide support to ECU, including its associated entities. In accordance with Foundation's governing documents, that support includes, but is not limited to:
 - 1.1.1 Raising, receiving, investing, and administering funds for ECU to use for its charitable, scientific, and educational purposes;
 - 1.1.2 While retaining its independence, coordinating with the Division of University Advancement in its fundraising, marketing, public relations and alumni outreach activities and development programs with individuals, corporations, foundations, and other organizations;
 - 1.1.3 Soliciting funds for student scholarships, faculty support, facilities, programs, and supporting other educational, research, cultural, scientific, public service, charitable activities and lawful purposes of ECU;
 - 1.1.4 Promoting the welfare and future development of ECU;
 - 1.1.5 Other designated activities that are in furtherance of the mission of ECU, as mutually agreed by the parties.

2.0 Use of ECU Name.

- 2.1 Foundation may, in connection with its lawful business and activities, use the name of ECU as well as ECU's logo, informal seal, and other symbols and marks of ECU, provided that Foundation clearly communicates that it is conducting business in its own name for the benefit of ECU. All correspondence, marketing material, and other communications by Foundation must clearly indicate that the communication is by Foundation and not from ECU. Foundation shall use the name of ECU as well as ECU's logo, informal seal, and other symbols and marks of ECU only in connection with the services rendered for the benefit of ECU and in accordance with the guidance and directions furnished to Foundation by ECU, or its representatives or agents, from time to time, and only if the nature and quality of the services in connection with which the aforesaid logo, seal, and other symbols and marks are used shall be satisfactory to ECU or as specified by it in a written memorandum to Foundation. ECU shall exercise control over and be the sole judge of whether or not Foundation has met or is meeting the standards of quality so established, subject to Subsection 2.3.4 herein below.
- 2.2 Foundation shall not license or similarly delegate the authority to use ECU's name or symbols to any person or entity without the written approval of the Chancellor of East Carolina University ("Chancellor") or his/her designee, or the Vice Chancellor for University Advancement.
- 2.3 Foundation agrees to cease using ECU's name and symbols in the event:
 - 2.3.1 Foundation dissolves;
 - 2.3.2 This Agreement is terminated as provided below (unless the parties agree otherwise);
 - 2.3.3 Foundation ceases to be a nonprofit corporation or ceases to be recognized by the Internal Revenue Service as described in section 501(c)(3) of the Internal Revenue Code; or

2.3.4 The Chancellor revokes such authority for failure to conform to the requirements of section 2.1, above or otherwise removes approval of Foundation to operate as an associated entity of ECU pursuant to UNC policy. Such revocation shall not occur until after Foundation is provided notice of its failure to conform and a reasonable opportunity to correct the failure and notice is provided pursuant to Section 13 of this Agreement.

2.4 Notwithstanding the provisions of section 2.1, Foundation agrees that it will not offer any course or seminar using ECU's name without first obtaining written permission from the Chancellor.

3.0 Relationship between Foundation and ECU.

3.1 ECU agrees to encourage and maintain the independence of Foundation, continuing to recognize that Foundation is independent and private as described in Recital B above and, at the same time, foster the cooperative relationship between ECU and Foundation.

3.2 The Chancellor, or the chancellor's designee, shall be an ex officio voting member of Foundation's governing board.

3.3 The Vice Chancellor for Administration and Finance, or the Vice Chancellor's designee, shall be an ex-officio voting member of Foundation's Governing Board, and shall serve as Treasurer of Foundation.

3.4 The Vice Chancellor for University Advancement, or the Vice Chancellor's designee, shall be an ex-officio voting member of Foundation's governing board.

3.5 Other ECU employees may serve as ex-officio members of Foundation's governing board, with or without vote, as specified by Foundation's bylaws.

3.6 Foundation agrees to cooperate with the Chancellor and/or the Chancellor's designee to allow ECU to monitor the relationship between ECU and Foundation.

3.7 The Board of Directors of Foundation shall be responsible for control and management of all assets of Foundation, including prudent management of all gifts to Foundation consistent with donor intent.

3.8 Foundation will maintain an audit committee which does not have any employees of ECU or Foundation as a member. This committee will receive and review the annual audit of Foundation and relevant annual tax forms to be submitted by Foundation. If practical, Foundation will ensure a financial expert is a member of the audit committee.

3.9 Foundation is not an Athletically Related Associated Entity.

4.0 Foundation's Obligation to ECU.

- 4.1 Foundation agrees, before accepting gifts of real estate, or gifts with any restrictive terms and/or conditions that impose an obligation on ECU or the State of North Carolina to expend resources in addition to the gift, to obtain written approval from the Vice Chancellor for Administration and Finance and the Vice Chancellor for University Advancement unless such gift otherwise complies with ECU's gift acceptance policy which may then be in force and effect. In addition, Foundation agrees that it will not accept a gift that has any restriction that is unlawful. In soliciting and accepting gifts in the name of ECU, Foundation agrees to coordinate with University's Division of University Advancement.
- 4.2 Foundation agrees to advise prospective donors of restricted gifts that acceptance of such gifts is conditioned upon ECU's approval if the gift requires ECU approval under section 4.1.
- 4.3 Foundation agrees to coordinate with the Division of University Advancement regarding funding goals, programs, and campaigns.
- 4.4 Foundation shall obtain, operate, and maintain its accounting, development activities, alumni records, and other information on ECU-compatible data processing equipment, peripheral hardware and software and shall make its data reasonably available to ECU in accordance with existing ECU guidelines and UNC regulations and as otherwise required by applicable law. Notwithstanding the foregoing, Foundation shall maintain ownership of and control access to any prospect and donor information it collects and these records shall constitute a trade secret under N.C. Gen. Stat. § 132-1.2. The President of the Foundation shall be the custodian of these records and employees of ECU will have access to them only for the purpose of providing services to the Foundation. Foundation agrees that it has and will maintain a policy governing the retention and destruction of documents, including electronic files, and which prohibits destruction of documents if an audit conducted in other than the ordinary course of business and/or investigation into wrongdoing or litigation is anticipated or underway. Notwithstanding anything in this Agreement that may be interpreted to the contrary, ECU may access and review any electronic mail, including related data and attached materials and information, stored on or transmitted through ECU IT infrastructure, systems or equipment for purposes of investigating whether an ECU policy has been violated.
- 4.5 Foundation agrees to comply with all standards and requirements adopted by ECU for security of information technology ("IT") systems, infrastructure, and equipment attached thereto, as well as data and information stored on or

transmitted through the same. Additional terms regarding this commitment are set out in a Payment Card Industry Data Security Compliance Agreement between the parties.

- 4.6 Foundation shall administer its funds and make distributions to ECU and its associated entities in accordance with policies and procedures established by Foundation from time to time, with advice and counsel from ECU. Foundation agrees not to provide funds from unrestricted sources to ECU programs except as approved by the Chancellor or the Vice Chancellor of Administration and Finance. Foundation agrees that all transfers of funds from Foundation to ECU must be documented in writing or electronically in a form that has a retrievable transaction trail.
- 4.7 To the extent coverage is commercially available at a cost acceptable to ECU, Foundation shall provide an Employees Dishonesty bond in an amount determined from time to time by the parties for any ECU employee providing substantial services to Foundation with the cost of the bond to be reimbursed to Foundation by ECU.

5.0 Limitations on the Foundation.

- 5.1 Foundation agrees to operate using sound fiscal and business principles, to ensure that sound internal control structures are in place, and to follow generally accepted accounting procedures.
- 5.2 Foundation will create an annual operations and capital budget (Foundation's "budget"). If requested by the Chancellor, Foundation shall meet with the Chancellor or his/her designee to review the Foundation's proposed budget and any subsequent proposed material changes. Foundation, in setting its budget, shall consider in good faith all suggestions offered by the Chancellor (or her/his designee) regarding the proposed budget and how the budget can be better aligned with the mission, goals, and objectives of ECU.
- 5.3 Foundation agrees not to make any payments to an ECU employee, except for approved expense reimbursements, without prior written approval from the Chancellor of the University, or the Chancellor's designee. All salary and non-salary compensation of employees of Foundations will be approved in advance by the Board of Directors of Foundation.
- 5.4 Foundation officers and employees who have check signing authority or who handle cash or negotiable instruments must be bonded in an amount determined to be reasonable by Foundation board.
- 5.5 Foundation must obtain general liability and directors/officers insurance in an amount determined to be reasonable by Foundation board.

5.6 Foundation, as an entity, shall never engage in adverse propaganda, attempt to influence legislation, nor shall any part of its property or any part of its income therefrom be devoted to such purposes, without the permission of the Chancellor or the Chancellor's designee. Foundation shall not participate in any political campaign on behalf of any candidate for public office. As an Associated Entity, Foundation will comply with all provisions of the Internal Revenue Code and all State laws regarding lobbying and political activity.

5.7 Foundation may not acquire debt in excess of five hundred thousand dollars (\$500,000.00), unless it is to be publicly traded, before consulting with the Chancellor and Vice Chancellor for Administration and Finance, who will consult with the Vice President of Finance of the University of North Carolina.

6.0 ECU Support of and Obligations to Foundation.

6.1 ECU shall provide Foundation with office space under such terms and at such locations as are mutually acceptable, including utilities, janitorial service, facilities maintenance, furniture and fixtures, and use of campus mail service.

6.2 ECU shall provide business systems to Foundation in a manner and form mutually acceptable. Business systems shall include all systems for: a) finance and accounting; b) the alumni database; c) gift records; and d) other business systems as deemed necessary by the parties to support Foundation. In providing business systems, ECU will provide all underlying supplies and services for all systems provided, including but not limited to computer equipment (computer hardware/software/servers), IT services (programming/technical support/networking/internet access), and communication services (e-mail and telephone system). Foundation acknowledges that ECU may access any and all such systems and information thereon or generated thereby for repair, maintenance, upgrades, and other technological changes and for investigatory purposes when and to the extent consistent with University policy.

6.3 ECU employees assigned to positions designated to serve Foundation pursuant to N.C. Gen. Stats. Sec. 116-30.20 shall be subject to policies of East Carolina University, the University of North Carolina, and the State of North Carolina (collectively referred to as "Applicable Policies"). The University shall ensure that the scope of the duties for each employee in a position so designated to serve Foundation and the manner in which those duties are performed meet or exceed the stated needs and performance standards established by Foundation Board in consultation with the Chancellor (or her/his designee). Whenever there is a conflict between Foundation and ECU, said employees must comply with the Applicable Policies and directives of ECU.

6.4 All services provided to Foundation by ECU will be classified as either Reimbursed Services or Contributed Services. Reimbursed services are those to be reimbursed to ECU by Foundation and contributed services are those being

contributed to Foundation by ECU. In consultation with ECU, Foundation will prepare an annual operating budget that identifies all services to be provided to Foundation by ECU, the respective value of those services, and, as mutually agreed upon between the parties, the classification of each service as either reimbursed or contributed.

- 6.5 ECU shall provide reasonable support to Foundation including personnel services consistent with the support outlined above and based upon an annual budget plan agreed to by the parties. To the extent agreed upon between the parties in the annual budget plan, ECU shall provide support to Foundation to allow Foundation to carry out its mission and to meet the terms and conditions of this Agreement; provided, however, ECU's obligation to provide support for the Foundation is subject to the availability of funds to ECU that it may use for that purpose.
- 6.6 ECU agrees any use of designated funds received from Foundation shall be for the specific purpose so designated.
- 6.7 Foundation agrees that when ECU personnel provide services for Foundation and there arises a conflict between ECU and Foundation, the ECU employee must comply with the policies, regulations, and directives of ECU; provided that said employee shall notify the Foundation in ample time to remedy the conflict or approve the intended action when feasible. If prior notification is not feasible, the Foundation shall be promptly notified in writing of the conflict and action taken.

7.0 Foundation Audits, Legal Representation, and Reporting.

- 7.1 Foundation agrees the Audit Committee will select a certified public accounting firm, to serve as Foundation's independent auditor and to complete a full and complete annual audit of its finances and operations. The firm must be in good standing with the North Carolina Board of CPA Examiners and have substantial experience in performing audits for organizations of scope and complexity similar to Foundation. Foundation agrees to notify ECU within thirty (30) days if it changes its auditor.
- 7.2 Foundation agrees to provide to the Chancellor and the University's Internal Auditor, and they may share with the ECU Board of Trustees, the UNC President and the Board of Governors, the following:
 - 7.2.1 Upon completion, the annual audit report, management letters and responses to management letters, and the publicly disclosed portion of Foundation's IRS Form 990, and an annual report of operations that shows actual versus budgeted revenues and expenditures;
 - 7.2.2 The list of Foundation governing board, officers, and employees, and all changes thereto;

7.2.3 The names of the officers and governing board members of all Foundation associated or affiliated entities immediately upon a change in officers or in board membership.

7.3 Foundation agrees to allow the Chancellor, the chair of the East Carolina University Board of Trustees, or the chair's or the Chancellor's designee, including the internal auditor of ECU, to inspect and audit all foundation books and records at reasonable times, and to provide timely such other reports of and information on its financial status and operations as required by the Chancellor. Each of the above persons to whom information is disclosed pursuant to this provision or any other provisions of this Operating Agreement shall recognize in writing that the information is confidential and the individual shall agree not to disclose any of the information of Foundation except to the extent required by applicable law or to and in consultation with University of North Carolina Board of Governors, President, or her/his staff and to ECU employees as needed to perform duties to ECU, and to report violations of policy or law when such reports are protected by applicable Whistle Blower Protection laws.

7.4 Within 90 days of the issuance of an audit report with audit findings, Foundation must demonstrate to the Chancellor and the Vice President for Finance for the University of North Carolina that satisfactory progress has been made to implement a corrective action plan. Failure of the Foundation to receive an unqualified audit opinion, to comply with the reporting requirements of the UNC Policy, or to satisfactorily implement a corrective action plan in response to an audit finding may result in the Foundation losing its approved status.

8.0 Conflicts of Interest/Code of Ethics

Foundation will establish and maintain conflicts of interest policies and a Code of Ethics pertaining to its relationship with ECU, members of the governing board and persons doing business with Foundation and as to all persons working for or with the Foundation. Such policies shall provide that (a) all transactions (other than expense reimbursements set forth in 5.3), between Foundation and an officer, director, or employee of Foundation, must be approved by the Foundation Board; (b) no Foundation officer, director, or employee having a private business interest in a Foundation business transaction may be involved in the decision with respect to whether the Foundation should enter into such transaction; (c) no Foundation scholarship or fellowship award may be made to an officer, director, or employee of the Foundation or to a family member of such person unless the recipient of the award is determined by an independent awards committee. The Conflict of Interest and Code of Ethics policies required by this section are subject to approval of the Chancellor, as provided by the UNC policy.

9.0 Compliance with UNC and ECU policies and regulations and Foundation Bylaws.

Both ECU and Foundation agree to comply with the policies and regulations of the University of North Carolina Board of Governors, the East Carolina University Board of Trustees, the President of the University of North Carolina and the Chancellor, including amendments thereto. Foundation, being a private independent North Carolina non-profit corporation, shall ensure its activities align with the mission, goals and standards of ECU, including accreditation standards applicable to non-athletically related entities. ECU shall provide Foundation with proposed amendments to such policies and regulations as soon as possible but in no event less than fifteen (15) days prior to their effective date. Foundation agrees to provide ECU with a copy of its Bylaws and shall provide any proposed amendments as soon as possible but in no event less than fifteen (15) days prior to the meeting of Foundation at which they are to be considered for adoption.

10.0 Effect of Agreement; Modification.

This Agreement (and its attachments, if any) contain all the terms between the parties and may be amended only in writing signed by an authorized representative of both parties.

11.0 Confidentiality.

Neither Foundation nor ECU shall disclose or use any private, confidential, proprietary, or trade secret information provided from one to the other except as required by the terms of this Agreement or as required by law. Foundation recognizes the obligation of ECU to comply with North Carolina Public Records laws.

12.0 Indemnification.

12.1 Foundation shall indemnify and hold harmless ECU, its governing board, officers, employees, agents, and students in their official and personal capacities, from and against any and all claim, damage, liability, injury, expense, demands, and judgments, including court costs and attorney's fees, arising out of Foundation's performance of this Agreement to the extent any such claim, damage, liability, injury, expense, demand or judgment is caused by the Foundation or any ECU employee acting at the direction of Foundation Board or the Chair of Foundation Board. This provision shall continue beyond termination or expiration of this Agreement.

12.2 ECU will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of ECU, its officers or employees.

This provision shall continue beyond termination or expiration of this Agreement.

13.0 Term and Termination.

13.1 The term of this Agreement shall be 5 years and shall be automatically renewed for successive 5 year terms, unless and until either party gives notice in writing to the other party of its intent not to renew the Agreement at least one hundred eighty (180) days prior to the beginning of a new term.

13.1.1 ECU may remove approved status of Foundation and may terminate this Agreement (except for Section 12 “Indemnification,” Section 13.2 “Mediation” and Section 14 of the Agreement, “Dissolution”) at any time if Foundation fails to abide by this Agreement or the policies or regulations of ECU or of the University of North Carolina; provided, however, ECU shall provide Foundation written notice and a reasonable opportunity to cure its failure to abide by the Agreement and/or said policies and regulations, not to exceed sixty (60) days, if and to the extent Foundation’s failure is not intentional and willful and does not threaten the integrity of the University or its ability to comply with obligations under law, regulations, policy, accreditation requirements, or similar applicable constraints. In connection with delivery of written notice to Foundation of a breach of the agreement or failure to abide by applicable policies or regulations, ECU agrees to make a good faith effort to negotiate with Foundation a mutually agreeable extension of the period for a cure beyond sixty (60) days if ECU determines additional time is reasonable and allowed as a matter of applicable law and policy. Upon ECU’s compliance with the requirements of Section 13.2, ECU shall be deemed to have met its obligations to provide notice and a reasonable opportunity to cure the failure to comply with the Agreement and said policies and regulations to the extent required by this Section 13.1.

13.1.2 Foundation may terminate this Agreement (except for Section 12, “Indemnification,” Section 13.2 “Mediation” and Section 14 of the Agreement, “Dissolution”) if the University fails to abide by this Agreement; provided, however, Foundation shall provide ECU written notice and a reasonable opportunity to cure its failure to abide by the Agreement at least one hundred twenty (120) days in advance of beginning any termination process. Upon Foundation’s compliance with the requirements of Section 13.2 Foundation shall be deemed to have met its obligation to provide notice and a reasonable opportunity to cure the failure to comply with the Agreement to the extent required by this Section 13.1, except that written notice of termination must be provided to ECU at least one hundred twenty (120) days in advance of the proposed termination date.

13.2 The parties agree to make a good faith effort to enter mediation regarding any matter that is the basis of a desire to terminate the Agreement, with each party bearing its respective costs and using a mediator mutually agreeable to the parties. Any party wishing to terminate this Agreement, including but not limited to a desire not to renew at the natural expiration of a term of the contract, must provide the other with written notice containing: (a) a description of the specific action(s) or failure(s) by the other party that violated the Agreement and the basis for termination, including a reasonable estimate of the dates said action and/or failure occurred; (b) notice of intent to terminate this Agreement, including the date the termination is to be effective; and (c) an offer to engage in mediation of all matters that are the basis for the termination demand. Said written notice must be sent to Foundation at least sixty (60) days prior to the proposed termination date and to ECU at least one hundred twenty (120) days prior to the proposed termination date. If a party makes a good faith effort to schedule and participate in such a mediation, failure to schedule, mediate, or otherwise resolve such matter shall not prevent termination of the Agreement.

13.3 Foundation's obligations under Section 14.0, "Dissolution" shall survive termination of this Agreement.

14.0 Dissolution.

It is the intent of Foundation that it have perpetual existence as an associated entity of East Carolina University. Foundation agrees to voluntarily dissolve and wind down its business within twenty-four (24) months of receipt of notice from the Chancellor of ECU that Foundation is no longer approved to operate as an associated entity of ECU by mutual agreement or after steps as stated in Section 13. In the event of dissolution of Foundation, either voluntary or involuntary, all assets and property which remain after the discharge of Foundation's liabilities and unless otherwise designated by the donor of an asset shall be paid over or distributed by the Board of Directors to ECU or to any other nonprofit corporation or corporations organized to support ECU or any of its Colleges, Schools, Departments, or affiliated organizations as determined by the Board of Directors in its sole discretion, and shall be used or distributed for no other object or purpose whatsoever; provided, however, that any such organization, excluding ECU, must be exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, as amended and be an associated entity approved by ECU pursuant to regulations of the University of North Carolina. Foundation agrees that it will identify in its governing documents the organization(s) which will receive Foundation's assets in the event of dissolution. The respective obligations of the Foundation and ECU under this Part 14.0 of the Agreement shall survive and continue to be binding beyond termination or expiration of this Agreement.

15.0 Compliance with Applicable Law and Non-Discrimination.

15.1 Foundation agrees to comply with all executive orders, federal, state and local rules, regulations, and laws, applicable to Foundation as currently in effect and as may be amended from time to time. Foundation further agrees not to discriminate in any manner on the basis of sex, race, age, color, national origin, religion, disability, genetic information, veteran status, gender identity, or sexual orientation, and to comply with all non-discriminatory laws and policies that ECU promulgates and to which Foundation is subject.

15.2 Foundation has and will maintain a confidential and anonymous mechanism to encourage employees to report any inappropriateness within the entity's financial management and will not punish or retaliate against any employee for reporting any such incidents.

16.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To ECU:

East Carolina University
Attn: Vice Chancellor for University Advancement
2200 South Charles Boulevard
Greenville, NC 27858

East Carolina University
Attn: Vice Chancellor for Administration and Finance
Spilman Building
Greenville, NC 27858

To Foundation:

East Carolina University Foundation, Inc.
Attn: Foundation Board Chair
2200 South Charles Boulevard
East Carolina University
Greenville, NC 27858

East Carolina University Foundation, Inc.
Attn: Christopher Dyba, President
2200 South Charles Boulevard
East Carolina University
Greenville, NC 27858

Or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, ECU and the authorized representative(s) of East Carolina University Foundation, Inc., have executed this Agreement on this 1st day of July, 2021.

East Carolina University

DocuSigned by:
By Philip G. Rogers
Philip G. Rogers, Chancellor

East Carolina University Foundation, Inc.

DocuSigned by:
By Matthew H. Slate
Matthew H. Slate, Chair

DocuSigned by:
By Stephanie Coleman
Stephanie Coleman, Interim Vice
Chancellor for Administration and Finance

DocuSigned by:
By Christopher M. Dyba
Christopher M. Dyba, President

ATTEST:
DocuSigned by:
BY: Christopher D. Locklear
Christopher D. Locklear, Chief of Staff

ATTEST:
DocuSigned by:
BY: Jessica Spruill
Jessica P. Spruill, Liaison to the
ECU Foundation