

**Texas Tech University System
Regulation 04.04**

Affiliated Entities

Approved: August 25, 2023

Next Scheduled Review: August 25, 2026

Minor Updates to Appendix A: December 6, 2023

1. Purpose.

- a. This System Regulation provides components of the Texas Tech University System (“TTUS”) with guidance relating to entities affiliated with TTUS.

2. General.

- a. TTUS recognizes the importance of legally incorporated non-profit organizations whom are qualified under section 501c3 of the Internal Revenue Code of 1986, as amended, and whose primary purpose is to benefit TTUS and/or one or more of its Component Institutions. While separate legal organizations, Affiliated Entities have shared objectives and obligations with the Board of Regents and TTUS in upholding fiduciary responsibilities and the public’s trust.
- b. It is the intention and spirit of this system regulation that any entity granted status as an Affiliated Entity by TTUS and one or more of its Component Institutions shall conduct all activities in accordance with, and not contrary to, the general policies and procedures of TTUS and the benefitting Component Institution(s), as outlined in the subsequent agreement, contemplated by this regulation, between the Affiliated Entity, TTUS and/or the benefitting Component Institution(s).

In accordance with the shared responsibility outlined in subsection (a) above and to promote the best interest of TTUS, its Component Institutions, and its faculty, staff, students and alumni, all gifts raised through an Affiliated Entity for the benefit of TTUS or one or more of its Component Institutions shall be supported and/or coordinated by Texas Tech University System Institutional Advancement (“TTUS IA”) and the benefitting Component Institution(s).

3. Definitions.

- a. Affiliated Entity – separately incorporated, nonprofit organizations with federal tax-exempt status, which, pursuant to their governing documents, exist with the primary purpose to support TTUS or one or more of its Component Institutions, including: Texas Tech University, Texas Tech University Health Sciences Center, Texas Tech University Health Sciences Center El Paso, Angelo State University, and Midwestern State University.

- b. Component Institution – Component Institution shall carry the same meaning as outlined in the Texas Tech University System *Regents’ Rules* chapter 00.01.4.c, as in existence or as may be revised from time to time.
- c. Marks – trademarks, service marks, trade names, copyrights, logos, slogans, artwork, and other identifying symbols and indicia, whether registered or not, of TTUS or one or more of its Component Institutions.
- d. TTUS IA – the Texas Tech University System Office of Institutional Advancement.

4. Affiliated Entities.

- a. A non-exhaustive list, attached as Appendix “A”, includes current Affiliated Entities that support TTUS or one or more of its Component Institutions. This list will be reviewed and updated as new entities may be created or identified, and existing entities are terminated, or their status otherwise changes.
- b. Notwithstanding the foregoing, the attached list, though updated regularly, shall not be deemed to exclude an Affiliated Entity not listed but that meets the definition herein.
- c. Though not legally separate nonprofit corporations, the public media stations of KTTZ Lubbock and KCOS El Paso—both operated by Texas Tech University—and the Laura W. Bush Institute for Women’s Health, shall be treated as Affiliated Entities for purposes of this System Regulation and the day-to-day business of philanthropy.

5. Memorandum of Understanding

- a. TTUS and the Component Institution(s) benefitted or supported by the Affiliated Entity shall work together to develop and maintain a Memorandum of Understanding, or the equivalent thereof (“MOU”), between TTUS and/or the Component Institution(s) benefitted or supported by the Affiliated Entity, and the Affiliated Entity—whether the same may be newly created or recognized, or in existence at the time this System Regulation is implemented. In most instances, due to its relationship with and the services it provides TTUS, the Texas Tech Foundation, Inc. (“TTFI”) should also be a party. If the Affiliated Entity exists to support or otherwise provides support to all TTUS Component Institutions, then the MOU may be limited to TTUS, TTFI and the Affiliated Entity; provided, however, that the benefiting TTUS Component Institution(s) will be kept apprised of all such discussions and negotiations.
- b. TTUS IA and the Vice Chancellor for Institutional Advancement, shall be responsible for coordinating and managing negotiations for each MOU, in coordination and cooperation with all necessary and appropriate representatives of TTUS and Component Institution offices, including, but not limited to, the TTUS

Educational Rights and Privacy Act (“FERPA”) and outlining manners for data protection by all parties involved, including liability for inappropriate use or unauthorized disclosure of data.

- vi.** Define the responsibilities and expectations of each party, including the terms, process, and frequency the Affiliated Entities’ funds or grants will be provided to TTUS or its Component Institution and general governance requirements for the Affiliated Entity.
- vii.** Include provisions regarding the Affiliated Entity’s approved and appropriate use of Marks of TTUS or one or more of its Component Institutions, including TTUS and/or the Component Institution’s approval and/or termination of such use.
- viii.** Establish guidelines and the conditions under which the MOU may be terminated by the parties, including remedies and/or recourse for each individual party in the event of a material breach by the other(s) such as the inappropriate use of a previously approved mark or failure to represent TTUS or its Component Institutions in a positive manner.
- ix.** Notwithstanding the foregoing, this list shall not be deemed exhaustive of the terms to be included in an MOU between the Affiliated Entity, TTUS, and/or one of its Component Institutions.

6. Use of Marks.

- a.** Use of Name or Logo. Execution of an MOU is required for the continued approval for the use of the name or logo of TTUS or any one or more of its Component Institutions. Under no circumstances shall TTUS or any one or more of its Component Institutions be obligated to allow an entity usage of its marks if there is no MOU or the equivalent thereof in place or if the existing MOU fails to reference use thereof.
- b.** Affiliated Entity Marks. Each Affiliated Entity must warrant that it is the owner of its Marks and/or has the full right and authority to grant limited, non-exclusive licenses and rights to use its Marks. No Affiliated Entity shall use, register, or take other action with respect to any other Affiliated Entities’ Marks, except to the extent authorized in writing by the other Affiliated Entity.
- c.** TTUS and Component Institution Marks.
 - i.** Affiliated entities may only use Marks of TTUS and/or one or more TTUS Component Institutions as agreed to within their respective MOU. Usage of Marks not defined in the MOU are prohibited without the written consent of the Vice Chancellor of Institutional Advancement, TTUS Vice

Chancellor and General Counsel, the Component Institution President, and/or the Chair of the TTFI Board of Directors, all if applicable.

- ii. The policies and procedures regarding the use of marks are governed by the policies and procedures of each respective Component Institution. Words, seals, logos, and symbols normally used to identify one or more of the Component Institutions within TTUS may not be used for private business purposes without the individual Component Institution's specific and prior written approval recommended by the appropriate parties, including, but not limited to, the vice president for marketing & communications or equivalent thereof, the TTUS Vice Chancellor and General Counsel, and the Component Institution President. Generally, agreements will only be considered for activities in which the Component Institution has an appropriate teaching, research, or public service interest and when the Component Institution receives proper consideration.

7. Periodic Assessment.

- a. TTUS and its Component Institutions and any Affiliated Entities should engage in periodic assessment of the relationship between TTUS and its Component Institutions and the Affiliated Entity by revisiting the MOU during each scheduled review period, not to exceed three (3) years.
- b. Responsibility for revisions shall remain with the office of TTUS IA Foundation Counsel, in coordination and cooperation with the appropriate representatives of TTUS Vice Chancellor and General Counsel, the Component Institution(s) and Affiliated Entity(ies).

Contact Office: TTUS Institutional Advancement
ia.legal@ttu.edu
(806) 742-1780

Appendix “A” to System Regulation
List of Affiliated Entities

The list of Affiliated Entities below is not intended to be all-encompassing or exhaustive but is included for references purposes only and may be updated as necessary.

- Angelo State Alumni Association
- Angelo State University Foundation, Inc.
- Midwestern State University Foundation, Inc.
- Museum of Texas Tech University Association
- Ranching Heritage Association
- Red Raider Facilities Foundation, Inc.
- TTFI Holdings, LLC
- Texas Tech Alumni Association
- Texas Tech Foundation, Inc.
- Texas Tech Law School Foundation
- Texas Tech Parents Association
- Texas Tech Research Park, Inc.
- Texas Tech System Health & Medical Research Foundation, Inc.