

Joint Venture Policy

**Scope**

This Policy applies to any potential venture or arrangement with taxable entities through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity as further defined in this policy.

**Background**

Federal tax laws require that the Consortium evaluate its participation in joint venture arrangements and take steps to safeguard the Consortium’s exempt status with respect to such arrangements. This policy has been established to help us avoid entering into any venture or arrangement that would put our tax exempt status at risk.

**Definitions**

For purposes of this policy, a joint venture or similar arrangement (or a “venture or arrangement”) means any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity without regard to: (1) whether the Consortium controls the venture or arrangement; (2) the legal structure of the venture or arrangement; or (3) whether the venture or arrangement is taxed as a partnership or as an association or corporation for federal income tax purposes. A venture or arrangement is disregarded if it meets both of the following conditions:

(a) 95% or more of the venture’s or arrangement’s income for its tax year ending within the Consortium’s tax year is excluded from unrelated business income taxation [including but not limited to: (i) dividends, interest, and annuities; (iii) royalties; (iii) rent from real property and incidental related personal property except to the extent of debt-financing; and (iv) gains or losses from the sale of property]; and

(b) the primary purpose of the Consortium’s contribution to, or investment or participation in, the venture or arrangement is the production of income or appreciation of property.

**Policy**

The Consortium is committed to fulfilling all of its obligations as required by law related to our tax exempt status. We will evaluate our participation in joint venture arrangements under Federal tax law and take steps to safeguard the Consortium’s exempt status with respect to such arrangements.

**Procedures**

The Consortium will: a) negotiate in its transactions and arrangements with other members of the venture or arrangement such terms and safeguards adequate to ensure that the Consortium’s exempt status is protected; and b) take steps to safeguard the Consortium’s exempt status with respect to the venture or arrangement. Some examples of safeguards include:

* + Control over the venture or arrangement sufficient to ensure that it furthers the exempt purpose of the organization;
	+ Requirements that the venture or arrangement gives priority to exempt purposes over maximizing profits for the other participants;
	+ That the venture or arrangement not engage in activities that would jeopardize the Consortium’s exemption; and
	+ That all contracts entered into with the Consortium be on terms that are arm’s length or more favorable to the Consortium.