OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND FOUNDATION OF CALIFORNIA STATE UNIVERSITY

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and The Foundation of California State University (Auxiliary) serving California State Monterey Bay (University). The term of this agreement shall be July 1, 2025 through June 30, 2035.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to California Education Code § 89900 et seq. and California Code of Regulations (CCR) Title 5, § 42400 et seq. In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than by the University under the usual state procedures.

2. PRIMARY FUNCTIONS

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees that the primary function(s) that the Auxiliary is to manage, operate or administer are listed below as authorized by 5 CCR § 42500:

a. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
b. Gifts, bequests, devises, endowments, trusts and similar funds
c. Public relations, fundraising, fund management, and similar development programs
d. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the University. Auxiliary further agrees that it shall not perform any of the functions listed in 5 CCR § 42500 unless the function has been specifically assigned in this operating agreement with the University. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, Amendment.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

Auxiliary must operate in conformity with CSU and University policies and under the oversight of the University. As stated in Cal. Educ. Code §§ 89756, 89900, the University President is primarily responsible for administrative compliance and fiscal oversight of Auxiliary. The University President has been delegated authority by the CSU Board of Trustees (Standing Orders § VI) to carry out all necessary functions for the operation of the University. The operations and activities of Auxiliary under this agreement shall be integrated with University operations and policies and shall be overseen by the university Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in 5 CCR § 42401.

Each auxiliary organization governing board shall conduct an annual review and prepare a report of the fiscal viability of the auxiliary organization pursuant to Cal. Educ. Code § 89904-89905 (not including § 89905.5) 5 CCR § 42401(d),and 5 CCR § 42404. Each auxiliary organization shall prepare and submit a report of the results of the annual review of auxiliary financial standards and control self-assessment to the university president or designee for review and approval by June 30th as outlined in the CSU Auxiliary Organizations policy. A record of the approval shall be retained by the university pursuant to the Records Retention and Disposition Schedules policy.

Auxiliary agrees to assist the University CFO or designee in carrying out the compliance and operational reviews required by applicable CSU policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and University rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or university name, resources and facilities (5 CCR § 42406).

5. CONFLICT OF INTEREST

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with their duties as a CSU officer or employee.

Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary's Conflict of Interest Policy is attached as **Exhibit 1**.

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file a statement of Auxiliary's policy on accumulation and use of public relations funds and attach to this agreement as **Exhibit 2**. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

Auxiliary agrees to comply with CSU policy and the provisions of 5 CCR 5 § 42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the requirements detailed in the External Audits section of the CSU Auxiliary Organizations policy.

The University CFO shall annually review and submit a written evaluation to the Chancellor's Office in accordance with Section 20, Notices, of the external audit firm selected by the Auxiliary. This review by the University CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

8. USE OF NAME

University agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the University, the University logo, seal or other symbols and marks of the University, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of University. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or University.

Auxiliary shall use the name of University, logo, seal or other symbols or marks of University only in connection with services rendered for the benefit of University and in accordance with University guidance and direction furnished to Auxiliary by University and only if the nature and quality of the services with which the University name, logo, seal or other symbol or mark are used are satisfactory to the University or as specified by University.

University shall exercise control over and shall be the sole judge of whether Auxiliary has met or is meeting the standards of quality of the University for use of its name, logo, seal or other symbol or mark.

Auxiliary shall not delegate the authority to use the University name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the University President or designee. Auxiliary shall cease using the University name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. MODIFICATION OF CORPORATE STATUS

Auxiliary shall provide notice to the CSU upon any change in Auxiliary's legal, operational or tax status including but not limited to changes in its Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution, merger, or change in name.

10. FAIR EMPLOYMENT STATUS

In the performance of this agreement, and in accordance with California Government Code § 12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. BACKGROUND CHECK COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU policy Background Checks. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by university policy.

12. DISPOSITION OF ASSETS

Attached hereto as **Exhibit 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with 5 CCR § 42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between University and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

Auxiliary and University may agree that Auxiliary may use specified University facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of University and upon the written approval from appropriate University administrators with such specific delegated authority. Auxiliary shall reimburse University for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with University for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented as a contract or written memorandum of understanding between Auxiliary and University. The contract shall among other things, specify the following: (a) full reimbursement to University for services performed by a state employee in accord with 5 CCR § 42502(f); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c) Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the University to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and University policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves, pursuant to Cal. Educ. Code § 89904; CSU policy University Auxiliary Organizations, and CSU policy Designated Balances and Reserves.

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with CSU policy Placement and Control of Receipts for University Activities and Programs, 5 CCR § 42502(g) and (h).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and University..

A. Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Cal. Educ. Code §§ 89720 and 66010.4(b).

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to obtain written approval from the appropriate university authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

B. **Reporting Standards**

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with Cal. Educ. Code § 89720.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent universities and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and University as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in California State University Insurance Requirements or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations. Auxiliary shall ensure that CSU and University are named as additional insured or loss payee as its interests may appear.

20. NOTICES

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

Foundation of California State University Monterey Bay
Attention: Vice President for University Advancement/Foundation CEO
100 Campus Center
Alunni and Visitor’s Center (Bldg 97)
Seaside, CA 93955

Notice to the University shall be addressed as follows:

California State University Monterey Bay
Attention: President of California State University Monterey Bay
100 Campus Center
Office of the President (Bldg 1)
Seaside, CA 93955

Notice to the CSU shall be addressed as follows:

Trustees of the California State University
Attention: Executive Vice Chancellor & CFO, Business and Finance
401 Golden Shore
Long Beach, California 90802

21. AMENDMENT

This agreement may be amended only in writing signed by an authorized representative of all parties.

22. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

23. TERMINATION

CSU may terminate this agreement upon Auxiliary’s breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be canceled. The ninety-day notice provision is not required for a breach noted in Section 12 of this Agreement.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, Termination, may result in Auxiliary's removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its universityes.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

25. SEVERABILITY

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Approved:	California State University Monterey Bay By____________________________ Vanya Quiñones, President
Executed on 07/16/2025	Foundation of California State University Monterey Bay By Michael LaPlante (07/16/2025 16:20 PDT) Michael LaPlante, Chief Executive Officer
Executed on	California State University Office of the Chancellor By Patrick J. Lenz Patrick Lenz, Interim Executive Vice Chancellor of Business and Finance and Chief Financial Officer

Exhibit 1 - Auxiliary Conflict of Interest policy

Exhibit 2 - Auxiliary Accumulation and Use of Public Relations Funds policy

Exhibit 3 - Auxiliary Articles of Incorporation

100 Campus Center ~~~ Seaside, CA ~~~ 93955-8001

CONFLICT OF INTEREST POLICY AND STATEMENT OF UNDERSTANDING

Definition
Conflict of Interest relates to matters that might unduly influence personal judgment, including financial or other personal considerations that have the potential or the appearance of compromising a person's objectivity in meeting auxiliary duties or responsibilities.

Statement of Understanding
This Statement of Understanding applies only to matters pertaining to actions of the Board of Directors of the auxiliary organization known as the Foundation of California State University, Monterey Bay, and not to any relating entity, including but not limited to California State University, Monterey Bay or California State University.

Background
Interactions between any auxiliary and external organizations frequently involve complex relationships that require the use of guidelines, such as this policy on Conflict of Interest, to assure the importance of fiduciary integrity.

Application of this policy is particularly important in the case of persons exercising significant auxiliary authority. Those with such responsibilities must take particular care to avoid relationships that would lead inappropriately to the individual's personal financial gain, relationships that might adversely affect the professional advancement of colleagues, or relationships that might otherwise inject inappropriate considerations into administrative decisions.

Therefore, all full- and part-time employees and all auxiliary board members are required by this policy to avoid conflicts of interest and conflicts of commitment in their relationships with external organizations.

Statutes
In the State of California Education Code (§89906-89909), the legislature has established statutes prohibiting a governing Board member (either themselves or in association with another entity) from having a financial interest or contract with the auxiliary organization of which they are a member.

§89906 No member of the governing board of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which he is a member, and any contract or transaction entered into in violation of this section is void.

§89907 No contract or other transaction entered into by the governing board of an auxiliary organization is void under the provisions of §89906, nor shall any member of such board be disqualified or deemed guilty of misconduct in office under said provisions, if the circumstances specified in the following subdivisions exist:

(a) The fact of such financial interest is disclosed or known to the governing board and noted in the minutes, and the governing board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such financially interested member or members, and

(b) The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.

§89908 The provisions of §89907 shall not be applicable if the circumstances specified in any of the following subdivisions exist:

(a) The contract or transaction is between an auxiliary organization and a member of the governing board of that auxiliary organization.
(b) The contract or transaction is between an auxiliary organization and a partnership or unincorporated association of which any member of the governing board of that auxiliary organization is a partner or in which he is the owner or holder, directly or indirectly, of a proprietorship interest.
(c) The contract or transaction is between an auxiliary organization and a corporation in which any member of the governing board of that auxiliary organization is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock.
(d) A member of the governing board of an auxiliary organization is interested in a contract or transaction within the meaning of Section 89906, and without first disclosing such interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.

§89909 It is unlawful for any person to utilize any information, not a matter of public record, which is received by him by reason of his membership on the governing board of an auxiliary organization, for personal pecuniary gain, regardless of whether he is or is not a member of the governing board at the time such gain is realized.

Course of Action

Any member or members of an auxiliary board having a direct or indirect financial interest in an auxiliary contract or transaction must disclose the conflict of interest at a public meeting of the board prior to any discussion or action of the board, and such disclosure shall be recorded in the minutes.

Any member or members of an auxiliary board having the appearance of an opportunity for financial interest or gain shall disclose circumstances lending to the appearance, and the remaining board members shall determine by vote the appropriateness of the member's or members' further participation in any discussion or action of the board.

Any board member or members in conflict of interest pertaining to a contract or transaction shall refrain from participating in any board discussion related to the contract or transaction, and abstain from voting on any subsequent board action. Such member or members should consider absenting the room during board discussion or action, should it appear that their presence is inappropriate.

Should an auxiliary board enter into a contract or transaction in which a member or members have disclosed a conflict of interest, the board must formally resolve that the contract or transaction is "just and reasonable," and such resolution shall be reflected in the minutes.

Adoption and Review

The Foundation's Board of Directors has adopted this Conflict of Interest policy and statement of understanding.

The Conflict of Interest policy and statement of understanding will be reviewed regularly. A Conflict of Interest policy and statement of understanding will be filed for each Board member each year.

Attest

I attest that I have read and understood the forgoing Conflict of Interest policy and will abide by its regulations and requirements.

______________________________ ____________________

Signature Date

____

Print Name

FOUNDATION
OF CALIFORNIA STATE UNIVERSITY
MONTEREY BAY

100 Campus Center ~~~ Seaside, CA ~~~ 93955-8001

Community Relations Policy

I. Introduction

Title 5, California Code of Regulations, Section 42502(i) requires that each campus develop a policy on the accumulation and use of public relation funds. This policy should include “the policy and procedure on solicitation of funds, source of funds, amounts, and purpose for which the funds will be used, allowable expenditures, and procedures of control.”

Executive Order 761 from the Office of the Chancellor requires that each campus develop written policies and procedures regarding hospitality expenses.

II. Policy

The University Corporation at Monterey Bay has developed guidelines that comply with Executive Order 761. The Foundation of California State University, Monterey Bay (the “Foundation”) hereby adopts the Corporation’s Accumulation and Use of Public Relations Funds Policy in its entirety.

III. Adoption and Review

The Foundation Board of Directors has adopted this Accumulation and Use of Public Relations Funds Policy

This Accumulation and Use of Public Relations Funds Policy will be reviewed ten years from its adoption date to determine its utility and appropriateness. If circumstances require, this policy may be evaluated before that time to ensure compliance with substantial organizational, financial, or physical change(s) at the Foundation or any change required by law or other governing policy. Any proposed amendments or variations of this policy would require a majority approval by the Foundation Board of Directors.

IV. Related Documents

A. Corporation Accumulation and Use of Public Relations Funds Policy
B. Title 5 California Code of Regulations Section 42502(i)
C. Executive Order No. 761: Hospitality, Payment or Reimbursement of Expenses

UNIVERSITY CORPORATION AT MONTEREY BAY

BOARD POLICY

<u>Policy 210</u>

Accumulation and Use of Public Relations Funds Policy

Section: 200- Financial
Issue Date: 11/20/19
Last Reviewed: 11/20/19
Previous Versions: 2/20/03, 6/24/10, 4/4/19
Previous #: 311-001

1) **PURPOSE**
Per Title 5, California Code of Regulations, Section 42502(i), each auxiliary organization shall maintain a policy on the accumulation and use of public relation funds and expenditures "which would serve to augment state appropriations for operation of the campus". This policy should include "the procedure on solicitation of funds, source of funds, amounts, and purpose for which the funds will be used, allowable expenditures, and procedures of control."

2) **POLICY**
   a) Solicitation and Accumulation of Funds. University Corporation does not solicit public relations funds. Any University Corporation funds used for such public relations purposes are budgeted annually, and in accordance with Title 5, California Code of Regulations, Section 42502(i), the Board of Directors of the Corporation and the University President must approve public relations budgets and expenditures made by the Corporation. The breakdown of these public relations funds for Community Outreach is at the President's discretion.

   b) Source of Funds. These funds may be sourced from Corporation-held Discretionary or Restricted Funds when expended, from various sources including corporate auxiliary revenues, donations, or the proceeds from the sale of non-cash gifts made to Corporation. Donations must be specifically designated for Community Outreach purposes. All expenditures from a Restricted Fund must be clearly consistent with the restricted purpose. All hospitality expenditures must comply with ICSUAM 1301-Hospitality Policy and the Corporation Hospitality Guidelines and Procedures. Community Outreach funds may be further designated by the Board of Directors or the President for departments or programs including Academic Affairs, Administration and Finance, Student Affairs, University Advancement, President's Office, or Campus-wide. As public understanding and goodwill materially affect the success of the University and its auxiliary organizations, the Corporation is deemed an appropriate source of limited funds for public relations purposes subject to proper procedures.

   c) Procedures and Control. All expenditures must clearly advance the objectives of the campus and the California State University, and be consistent with applicable Corporation procurement and accounting policies and procedures including appropriate supporting documentation, with dates, purpose and individuals or groups involved, location and amounts clearly stated. In general, expenditures must be appropriate for campus authorized educational, social, development, hospitality, community and employee relations, employee business travel and related considerations, student aid, and for other purposes that benefit California State University or the campus.

   Corporation shall file a copy of this Policy with the Chancellor's Office, per the requirements of Title 5 California Code of Regulations §42502(i).

3) RELATED DOCUMENTS

a) Title 5 California Code of Regulations Section 42502(i)
b) ICSUAM 1301-Hospitality Policy
c) Hospitality Guidelines and Procedures.

3197338 A0741202

CERTIFICATE OF AMENDMENT OF
THE ARTICLES OF INCORPORATION OF THE
FOUNDATION OF CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

FILED RB 7PM
Secretary of State
State of California

MAY - 2 2013
IPC

ROBERT C. TAYLOR and ROBERT JOHNSON certify that:

1. They are the Chair of the Board and Secretary respectively of the FOUNDATION OF CALIFORNIA STATE UNIVERSITY, MONTEREY BAY, a California nonprofit, public benefit corporation.

2. The following amendment to the Articles of Incorporation has been approved by the Board of Directors.

   Article IX of the Articles of Incorporation is amended to read as follows:

   > The property, assets, profits and net income of this Corporation are irrevocably dedicated to charitable purposes set forth above, and no part of the profits, net income or assets of this Corporation shall ever inure to the benefit of any private person. Upon the dissolution or winding up of this Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a successor approved by the president of the campus and by the Chancellor of the California State University.

3. The Corporation has no members.

Robert C Taylor

ROBERT C. TAYLOR
Chair of the Board

Robert A. Johnson

ROBERT JOHNSON
Secretary

VERIFICATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his own knowledge.

Executed at Seaside, California
on 7 September 2012

Robert C Taylor

ROBERT C. TAYLOR

Robert A. Johnson

ROBERT JOHNSON

3197338

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

APR 27 2009

ARTICLES OF INCORPORATION

OF

FOUNDATION OF CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

ARTICLE I

The name of this corporation is FOUNDATION OF CALIFORNIA STATE UNIVERSITY, MONTEREY BAY ("Corporation").

ARTICLE II

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

ARTICLE III

This Corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended. The charitable purposes for which this Corporation is organized are for the advancement of education, and to foster, encourage and promote the scientific, literary, educational and charitable activities of California State University, Monterey Bay. The Corporation at all times shall be operated in connection with, and exclusively for the benefit of, and promote and support the teaching, research, facilities and community service of California State University, Monterey Bay.

ARTICLE IV

This Corporation shall be an auxiliary organization of California State University, Monterey Bay, and shall conduct its operations in conformity with the California statutes governing such organizations (presently set forth in Chapter 7, commencing with Section 89900, of Part 55, Division 8, Title 3 of the Education Code) and the Regulations which are now or hereafter are in effect, adopted by the Board of Trustees of California State University (Subchapter 6, commencing with Section 42400, of Chapter 1, Division 5 of Title 5 of the California Code of Regulations) as required by the Education Code, Section 89900 (c), or any successor or replacement section.

ARTICLE V

No substantial part of the activities of this Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation. This Corporation shall not participate or intervene in any political campaign (including publishing or distributing of statements) on behalf of or in opposition to any candidate for public office. This Corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation, and this Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 as amended.

ARTICLE VI

The name and address in the State of California of this Corporation's initial agent for service of process is: Dianne F. Harrison, Ph.D., 100 Campus Center, Bldg. 1, Seaside, California 93955.

ARTICLE VII

The number of Directors, their qualifications, powers, duties, terms of office, manner of removal and filling vacancies on the Board, and the manner of calling and holding meetings of Directors, shall be stated in the Bylaws; provided that all voting Directors, other than ex-officio voting Directors, shall be approved by the President of the California State University, Monterey Bay to insure that this Corporation operates in conformity with the policies of the Board of Trustees of the California State University and of California State University, Monterey Bay.

ARTICLE VIII

This Corporation shall have no members. Any action which would otherwise require the approval of members shall require only the approval of the Directors. All rights which would otherwise vest in members shall vest in the Directors.

ARTICLE IX

The property, assets, profits and net income of this Corporation are irrevocably dedicated to the charitable purposes set forth above, and no part of the profits or net income of this Corporation shall ever inure to the benefit of any director, officer, or to any individual. Upon the dissolution of this Corporation, its net assets, after payment or provision for payment of all debts and liabilities of this Corporation, shall be distributed to one or more nonprofit corporations organized and operated for the benefit of California State University Monterey Bay or, if no such entity exists, then to one or more nonprofit corporations organized and operated for the benefit of the California State

University, in each case selected by the Board of Directors and approved by the President of the University and the Trustees of the California State University. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501(a) and 501(c)(3) of the IRC and be organized and operated exclusively for scientific, literary, educational or charitable purposes, or for a combination of said purposes.

ARTICLE X

The Articles of Incorporation of this Corporation shall be amended only by a majority vote of the total voting members of the Board of Directors, and any such amendment shall be subject to and only made after the approval of such amendment by the President of California State University, Monterey Bay.

Dated: 9th April, 2009

Dianne F Harrison

Dianne F. Harrison, Ph.D.,
Incorporator

3197338

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 3 0 2009

DEBRA BOWEN
Secretary of State

Sec/State Form CE-107 (REV 1/2007)

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