

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and San Diego State University Research Foundation (hereinafter called Auxiliary) serving San Diego State University (hereinafter called SDSU or Campus). The term of this agreement shall be July 1, 2016 through June 30, 2026 unless sooner terminated as herein provided. This 10 year period only may be extended for financing or leasing purposes, and with the written approval of the CSU.

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 Campus under the usual state procedures.

2. PRIMARY FUNCTION OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are (*Check each category that applies*):

- Student Body Organization
- Student Union
- Housing
- Philanthropic
- Research, Workshops, Institutes, Conferences
- Real Property Acquisition / Real Property Development
- Commercial

In carrying out the above, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the Campus:

- 1) Externally Funded Projects Including Research, Workshops, Conferences, and Institutes. Specific authorized activities includes but is not limited to the following:
 - A. Assisting faculty and staff in developing and administering federal, state and privately funded grants and contracts for research and educational projects including but not limited to:
 - Identifying funding sources, offering grant-related workshops, and assisting with proposal development and submission;
 - Developing project budgets, obtaining Campus approvals, and negotiating sponsored grant and contract awards;
 - Authorization of expenditures in accordance with funding agency, CSU, Campus and Auxiliary guidelines, policies and procedures;
 - Interpreting and applying agency guidelines and policies;
 - Monitoring of financial and other regulatory compliance requirements in collaboration with Campus departments responsible for compliance areas.
 - B. Administration of Campus events to include workshops, seminars and conferences and other activities for bureaus, centers, institutes and campus programs where the Campus has delegated this responsibility through the completion of the Auxiliary's Fund Request Form.
 - C. Providing technology transfer services for the benefit of the Campus including:
 - When appropriate, securing protection for intellectual property developed at the Campus in the name of the Auxiliary;
 - Commercializing such Auxiliary-owned technology developed at the Campus;
 - Assisting spin-out companies based on Campus inventions.
 - Securing, executing and administering agreements with respect to intellectual property.
 - D. Performing business functions such as purchasing, accounting, payroll, human resources and financial reporting support, in support of externally funded projects, research and project funds, centers, institutes, KPBS, Extension programs and The Campanile Foundation.
- 2) Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers, Films, Transportation, Printing and other Instructionally Related Programs and Activities. Specific authorized activities include but are not limited to the following:
 - A. Administration of the College of Extended Studies non-credit courses;
 - B. Administration of KPBS radio, television and other media platform activities;

- C. Establishment of an SDSU Foundation branch office in the country of Georgia to provide in-country administrative support to the SDSU-Georgia academic program;
 - D. Administration of other non-credit programs offered through the auxiliary for the benefit of the Campus;
 - E. Sales of goods and services from educational and/or research related activities provided by the Auxiliary for the benefit of the Campus;
 - F. Rental receipts for use of auxiliary organization facilities.
- 3) Gifts, bequests, devises, endowments, trusts and similar funds to the Auxiliary on behalf of SDSU, its units and programs including KPBS and the SDSU-Georgia program. This is inclusive of fund drive revenues for KPBS and administration of gift annuities that pre-date authorization of The Campanile Foundation to do so.
 - 4) Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities.
 - 5) Housing which includes Auxiliary property being utilized to meet student housing capacity for the benefit of the Campus. This includes a ground lease to a private developer to construct student housing which will provide capacity in support of the Campus student housing initiatives.
 - 6) Loans, scholarships, grants-in-aids, stipends and related financial assistance when funded through grants or contracts and coordinated through the Campus office of financial aid.
 - 7) Public relations, fund raising, fund management and similar development programs for KPBS and SDSU-Georgia or other programs as directed by the Campus.

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 Campus. Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 18, *Amendment*.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

The responsibility and authority of the Campus president regarding auxiliary organizations is set forth in CCR tit.5, §42402, which requires that auxiliary organizations operate in conformity with CSU and Campus policies. The Campus 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 Campus. The operations and activities of Auxiliary under this agreement shall be integrated with Campus

operations and policies and shall be overseen by the campus Chief Financial Officer or designee so as to assure compliance with objectives stated in CCR tit.5, §42401.

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus chief financial officer or designee to the Campus President with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

Auxiliary agrees to assist the Campus chief financial officer or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus 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 campus name, resources and facilities (CCR tit.5, §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 his or her 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 **Attachment 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, as **Attachment 2** to this agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. 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 CCR tit.5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established in the Integrated CSU Administrative Manual (ICSUAM).

The Campus chief financial officer (CFO) shall annually review, and submit a written evaluation to the Chancellor's Office in accordance with Section 17, Notices, of the external audit firm selected by the Auxiliary. This review by the Campus 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

Campus 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 Campus, the Campus logo, seal or other symbols and marks of the Campus, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of Campus. 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 Campus.

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

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

Auxiliary shall not delegate the authority to use the Campus name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the Campus President or designee. Auxiliary shall cease using the Campus 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 or dissolves.

9. CHANGE OR 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 or change in name.

10. FAIR EMPLOYMENT PRACTICES

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. DISPOSITION OF ASSETS

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed in accord with, CCR tit.5, §42600. 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.

12. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus 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 Campus may agree that Auxiliary may use specified Campus facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of Campus and upon the written approval from appropriate Campus administrators with such specific delegated authority. Auxiliary shall reimburse Campus for costs of any such use with cash and/or a documented exchange of value in accordance with ICSUAM 3552.01 Cost Allocation/Reimbursement Plans for the CSU Operating Fund.

13. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus 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. Cal. Educ. Code §89904; Executive Order 1059.

14. 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 Campus.

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 Education 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 campus 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 Education Code §89720.

15. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses 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.

16. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and Campus 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 Technical Letter RM 2012-01 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 Campus are named as additional insured or loss payee as its interests may appear.

17. 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:

Executive Director
San Diego State University Research Foundation
5250 Campanile Drive
San Diego, CA 92182-1930

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

Office of the President
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-3340

and

The Vice President for Business and Financial Affairs
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-1620

18. AMENDMENT

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

19. 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.

20. 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 cancelled.

21. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 20, *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 campuses.

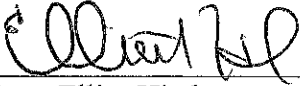
Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

22. 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.


SAN DIEGO STATE UNIVERSITY



By: Elliot Hirshman
President

6/30/2016
Date

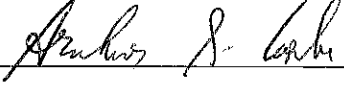
SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION



By: Michèle G. Goetz
Associate Vice President and Executive Director

6/28/16
Date

**CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR
CONTRACT SERVICES AND PROCUREMENT**

By: 

7/29/2016
Date

**SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION
CONFLICT OF INTEREST POLICY**

PURPOSE

The purpose of this conflict of interest policy is to ensure that members of SDSU Research Foundation's Board of Directors and management act, and are perceived to act, in a manner that precludes both actual and perceived conflicts of interest.

This policy is intended to comply with Education Code §89906 which states that 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 or she is a member, and any contract or transaction entered into in violation of this section is null and void.

In addition, Title 5 of the California Code of Regulations §42401, 42402, 42500 and Education Code §89900 establish a responsibility to operate in accordance with sound business practices in the interest of the university. Sound business practices mandate the establishment of conflict of interest policies and procedures to implement Education Code §89906-89909 and other similar provisions to prevent imprudent or improper decisions by auxiliary board and management members.

This policy is also intended to comply with the non-profit guidelines promulgated by the Department of the Treasury.

DEFINITIONS

For purposes of this policy statement, the following definitions apply.

Conflict of Interest

Any relationship, transaction or other circumstance that enables, potentially enables, or appears to enable an individual, or members of the individual's family, to benefit from her or his association with San Diego State University Research Foundation (SDSURF).

Family Member

The spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren of a SDSURF Board member or of a member of SDSURF management.

Material Financial Interest

A financial interest of any kind, which, in view of the circumstances, is substantial enough that it would, or reasonably could, affect an interested person's judgment with respect to transactions to which the entity is a party.

Interested Person

Members or family members of the board of directors of SDSURF or any of its committees, and members or family members of the management of SDSURF including its executive director, associate executive directors, departmental directors, managers, or any person who has or shares authority to control or determine 10% or more of SDSURF's capital expenditures, operating budget, or compensation for employees.

AVOIDING POTENTIAL CONFLICTS

To avoid situations which could potentially give rise to a conflict of interest, interested persons shall not engage in any of the following activities:

- Use their position, or any knowledge or information obtained therefrom, for personal gain.
- Own any material financial interest either directly (whether as a director, shareholder, member, partner or sole proprietor) or indirectly (whether through a trust or other arrangement) in any entity, which supplies goods or services to SDSURF.
- Engage in any other activity, or take any other action not enumerated herein where the personal interests of the interested person may compete or conflict with the interest of SDSURF.

Any exceptions to these restrictions must be authorized by a prior, written resolution of SDSURF's Board of Directors following full disclosure by the affected interested person(s).

While it is acknowledged that some of the business information of SDSURF may be public, it is the intent of this policy that the timing and breadth of the dissemination of that information to the public, if it occurs at all, most often lags awareness by the interested persons. Therefore, because the interested person could obtain a benefit not available to the general public, a transaction involving information not yet disseminated to the general public would be considered to be a conflict of interest.

RESPONSIBILITY AND ACTION

General – SDSURF is committed to report and take appropriate action on all matters where there is a potential conflict of interest. Transactions or relationships that are by definition conflicts of interest, and those that may be vulnerable to public perception as a conflict of interest, are to be deemed reportable.

It is the duty of each interested person to disclose to the board of directors any incident he or she believes may be a conflict of interest, prior to a board action on a transaction involving this conflict of interest. An interested person, who is deemed by the board to have a conflict of interest with respect to a transaction that will be voted on at a meeting, may not vote on the item.

Associate Executive Director and Chief Financial Officer - The associate executive director and chief financial officer shall, at a minimum, annually provide interested persons (except family members) a copy of SDSURF's Conflict of Interest Policy Statement. All interested persons (except family members) shall provide a written acknowledgement of the receipt of the policy within thirty (30) days, a copy of which shall be maintained in the office of the associate executive director and chief financial officer.

If an interested person (other than a family member) discloses that his or her family member may be an interested person, then the associate executive director and chief financial officer shall also, at a minimum, annually provide the family member a copy of SDSURF's Conflict of Interest Policy Statement. The family member shall provide a written acknowledgement of the receipt of the policy within thirty (30) days, a copy of which shall be maintained in the office of the associate executive director and chief financial officer.

The associate executive director and chief financial officer may solicit the assistance of SDSU's Vice President of Business and Financial Affairs to review and help determine whether the reported circumstance constitute a conflict of interest. The associate executive director and chief financial officer shall ensure that a written record is maintained of all the proceedings relative to a possible or actual conflict of interest commencing from the initial disclosure.

SDSURF's Board of Directors is authorized to take whatever action it deems appropriate, in its sole discretion, to resolve potential or actual conflicts of interest, to resolve appearances of impropriety, and to address intentional or unintentional violations of this policy including, but not limited to, the following procedures:

- Prohibiting the affected interested person from participating in any discussions or decisions of SDSU Research Foundation involving the conflict of interest;
- Modifying or redefining the duties and responsibilities of the affected interested person;
or
- Requiring the resignation of the affected interested person.

EFFECTIVE DATE

This policy shall become effective upon its adoption and will apply to all current and future interested persons. No activity, action or state of affairs of any interested person in existence at the time this policy is adopted shall be considered exempt from or "grandfathered" by this policy.

REPORTS

Reports of any conflicts of interest shall be submitted to the associate executive director and chief financial officer and forwarded to:

Vice President, Business and Financial Affairs
San Diego State University
5500 Campanile Drive
San Diego CA 92182-1620

In the event that there are no conflicts of interest, the associate executive director and chief financial officer shall annually report to the vice president that there were no conflicts of interest for the fiscal year just ended. Reporting of conflicts of interest (including identified, potential or perceived) is to be done on an as-occurring basis and will include a management plan for handling the conflict.

SDSU Research Foundation
Policies and Procedures
Policy: Source and Use of Public Relations Funds
Effective: July 1, 2016

I. Purpose

To provide policy guidance on the accumulation and use of funds for public relations purposes.

II. Background

Per Title 5 California Code of Regulations Section 42502(i), each auxiliary organization shall maintain a policy on the “accumulation and use of public relations funds if such funds are obtained and used by the auxiliary organization to augment State appropriations for public relations.” The policy must 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 controls.”

III. Policy

The President has designated San Diego State University Foundation (SDSURF) as an authorized entity to administer non-state public relations funds for San Diego State University. These funds are referred to as Campus and Community Relations funds and are maintained and expended in accordance with SDSURF policies.

IV. Solicitation and Accumulation of Public Relation Funds

SDSURF does not solicit public relations funds. The Campus and Community Relations (CCR) fund has been established to provide a means for University officials to host guests and participate in activities that are of benefit to the University. Typical examples of use of CCR funds are hosting student groups, community members, and other individuals, as well as memberships in, or support of, organizations interested in supporting the University. Also, involvement in activities which may engender financial or other support to the University is a proper use of the fund. Normally, Campus Community Relations funds are used when it has been determined that State funds are not available for the purpose.

V. Source of Public Relations Funds

Monies for the Campus and Community Relations funds may be provided by campus auxiliaries. The Campus Community Relations Fund may also be augmented by contributions from individual, corporate, or other donors who wish to support the University. Such donations must be specifically designated for the Campus Community Relations Fund. In addition, public relations funds may be derived from other sources including auxiliary held discretionary and restricted funds.

VI. **Procedures**

CCR funds are intended for hosting and other activities involving University and non-University groups and organizations. All expenditures for public relations, regardless of source of funding, shall be expended in accordance with the SDSURF Hosting Policy.

VII. **Policy Filing**

SDSU Research Foundation shall file a copy of this policy with the Chancellor's Office, per the requirements of Title 5 California Code of Regulations Section 42502(i).

**ARTICLES OF INCORPORATION
OF THE
SAN DIEGO STATE UNIVERSITY FOUNDATION**

We, the undersigned, citizens and residents of the State of California, do hereby associate ourselves together for the purpose of forming a non-profit corporation under the provisions of Title XII of Part IV of Division I of the Civil Code of the State of California for purposes other than pecuniary profit, and we hereby set forth, declare and certify that:

FIRST: The name of this corporation is
SAN DIEGO STATE UNIVERSITY FOUNDATION

SECOND: The purposes for which this corporation is formed are as follows:
This corporation is formed solely and exclusively for charitable and scientific purposes, and not for pecuniary gain or profit, and no pecuniary gain or profit shall ever inure to any director or member of this corporation, or to any other person or corporation, and the earnings, if any, of this corporation shall be used exclusively for the purpose for which this corporation is formed, as hereinabove described, and no part thereof shall ever inure to the benefit of any member or other individual or corporation;

To promote and assist the educational, research and community service objectives of San Diego State University or such institution as shall succeed to the properties and functions of said University, and to apply the funds and properties coming into its hands furthering the educational, research and community services carried on or approved by the Administrative officers of San Diego State University;

To enter into and perform contracts and agreements; to purchase or otherwise acquire, hold, lease, encumber, sell, assign, transfer, mortgage, pledge, hypothecate, exchange or otherwise dispose of any securities, evidence of debt or other property, real or personal, in the same manner and to the same extent as a natural person might or could do;

To take gifts of both real and personal property; to sue and defend; to borrow money and give promissory notes or bonds therefore and secure payment thereof by mortgage or deed of trust; to loan money upon or without security;

To receive bequests and devises by will or upon trusts to the same extent as a natural person;

To act as trustee under any trust incidental to the principal objects of the corporation and receive, hold, administer and expend funds and property subject to such trust;

To do whatever may be necessary or convenient in the conduct of its business to accomplish the purposes of said corporation;

To perform all other acts within or without the State of California to the same extent as a natural person could do.

The foregoing provisions shall be construed as both purposes and powers, but no recitation, expression or declaration of specific or special powers or purposes herein enumerated shall be deemed to be exclusive, but it is hereby expressly declared that all other lawful powers not inconsistent herewith are hereby included.

THIRD: That the corporation shall have no members, other than the persons constituting its Board of Directors, and the persons for the time being constituting its Board of Directors shall, for the purpose of any statutory provision or rule of law relating to non-profit corporations or otherwise, be taken to be the members of such corporation and exercise all the rights and powers of members thereof.

FOURTH: The principal office for the transaction of the business of the corporation will be located in the County of San Diego, State of California.

FIFTH: That the term for which the said corporation is to exist is perpetual.

SIXTH: The authorized number and qualifications of directors of this corporation and the voting rights and other privileges of such directors shall be as set forth in the Bylaws.

SEVENTH: No member or director of this corporation shall have any personal, proprietary or beneficial interest in the property of this corporation, either during its corporate existence or upon its dissolution, its being hereby expressly provided that all property acquired by the corporation, real or personal, and all increments, interests or earnings thereof are and shall be devoted in perpetuity and irrevocably dedicated to charitable and scientific purposes, and in the event of the liquidation, dissolution or abandonment of this corporation, its property will not inure to the benefit of any private person.

EIGHTH: Upon dissolution of this corporation, net assets other than trust funds shall be distributed to a successor approved by the President of the University and the Chancellor of The California State University. Such non-profit corporation or corporations must be qualified for federal income tax exemption under Sections 501(a) and 501(c)(3) of the United States Internal Revenue Code of 1954 and be organized and operate exclusively for charitable, scientific, literary or educational purposes, or for a combination of said purposes. In the alternative, upon dissolution of the corporation, and upon approval of the President of the University and the Chancellor of The California State University, net assets other than trust funds shall be distributed to the San Diego State University. If, upon dissolution, this corporation holds any assets in trust, such assets shall be disposed of in such a manner as may be directed by decree of the Superior Court of the county in which this corporation's principal office is located upon petition therefore by the Attorney General or by any person concerned in the liquidation. In no event shall any assets be distributed to any member, director, or officer of this corporation.

NINTH: The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are as follows:

<u>Names</u>	<u>Addresses</u>
W. R. Hepner	San Diego State College, San Diego
J. W. Ault	San Diego State College, San Diego
Roy E. Cameron	San Diego State College, San Diego
Herbert C. Peiffer, Jr.	San Diego State College, San Diego
Arthur C. Peterson	San Diego State College, San Diego
William H. Wright	San Diego State College, San Diego

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of January, 1943.

These Articles of Incorporation were endorsed and filed with the Secretary of State of the State of California on February 17, 1943. Certificates of Amendment were filed on June 2, 1961; March 6, 1967; July 3, 1972; June 27, 1974; August 13, 1984; July 19, 2001; May 23, 2007; and December 21, 2012.