OPERATING AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY AND SAN DIEGO STATE UNIVERSITY FOUNDATION (doing business as San Diego State University Research Foundation)

This OPERATING AGREEMENT ("**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 Foundation, a California nonprofit corporation doing business as San Diego State University Research Foundation ("**Auxiliary**") serving San Diego State University ("**SDSU**" or "**Campus**"). The term of this Agreement shall be July 1, 2026 through June 30, 2036 unless sooner terminated as herein provided. The term of this Agreement can not be extended by amendment.

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 Cal. Educ Code § 89900 et seq. and 5 CCR § 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 functions that the Auxiliary is to manage, operate or administer are listed below as authorized by 5 CCR § 42500:

a. Housing which includes Auxiliary property being utilized to meet student housing capacity for the benefit of the Campus. This includes ground leases to private developers to construct student housing which will provide capacity in support of the Campus student housing initiatives.

b. 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.

c. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes. Specific authorized activities provided for the Campus, or as contracted services to other campuses or organizations, includes but is not limited to the following:

i. Assisting faculty and staff in developing and administering federal, state, local and privately funded grants and contracts for research, scholarship, and creative activities, as well as educational and community service 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.

ii. 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.

iii. 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.
- Advising, securing, executing, and administering agreements with respect to intellectual property.

iv. 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, Global Campus programs and The Campanile Foundation.

d. 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 Global Campus 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 and research programs;

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; and

F. Rental receipts for use of auxiliary organization facilities.

e. 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 provide these services for the Campus.

f. Public relations, fund raising, fund management and similar development programs for KPBS and SDSU-Georgia or other programs as directed by the Campus.

g. 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 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 Annual Review of Auxiliary Financial Standards and Control Self-Assessment section of 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 organizations shall notify the university president or designee, and the Chancellor's Office (compliance@calstate.edu) of any changes to their legal, operational or tax status. This includes, but is not limited to amendments to Articles of Incorporation or bylaws, changes in tax-exempt status, bankruptcy filings, dissolution, mergers, or change in name. In the event of changes to governance documents or financial information, auxiliary organizations must also ensure compliance with the requirements outlined in the Auxiliary Organization Website section of the CSU Auxiliary Organizations policy.

10. FAIR EMPLOYMENT STATUS

In the performance of this agreement, and in accordance with Cal Gov. 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 equal opportunity 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 CSU 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.

The University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts is attached as **Exhibit 4**.

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:

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

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

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

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 universities.

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.

SAN DIEGO STATE UNIVERSITY

By______________________________ Date Approved 06/03/2026

Adela de la Torre
President

SAN DIEGO STATE UNIVERSITY FOUNDATION,
a California nonprofit corporation doing business
as San Diego State University Research Foundation

By Michele G. Goetz______________________________ Date Signed 06/02/2026

Michele G. Goetz
Associate Vice President and Chief Executive Officer

CALIFORNIA STATE UNIVERSITY OFFICE OF
THE CHANCELLOR

By Patrick J. Lenz______________________________ Date Signed 06/16/2026

Patrick J. Lenz,
Interim Executive Vice Chancellor and
Chief Financial Officer

Exhibit 1 of Operating Agreement

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 chief executive officer, senior management, 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.

Chief Financial Officer - The 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 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 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 chief financial officer.

The chief financial officer may solicit the assistance of SDSU's Vice President for Business and Financial Affairs to review and help determine whether the reported circumstance constitute a conflict of interest. The 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 chief financial officer and forwarded to:

Vice President, Business and Financial Affairs San Diego State University
5500 Campanile Drive San Diego CA92182-1620

In the event that there are no conflicts of interest, the 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.

End of Exhibit 1

Exhibit 2 of Operating Agreement

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. Procedure

Campus and Community Relations 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).

End of Exhibit 2

Exhibit 3 of Operating Agreement

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 50l(a) and 50l(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:

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

End of Exhibit 3

Exhibit 4 of Operating Agreement

Administration of Grants and Contracts
Addendum to Auxiliary Operating Agreement Between

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, SAN DIEGO STATE UNIVERSITY And SAN DIEGO STATE UNIVERSITY FOUNDATION, a California nonprofit corporation doing business as San Diego State University Research Foundation

This is an addendum to the Operating Agreement between the Trustees of the California State University ("**CSU**") and SAN DIEGO STATE UNIVERSITY FOUNDATION, a California nonprofit corporation doing business as San Diego State University Research Foundation ("**Auxiliary**" serving San Diego State University ("**Campus**"), effective from July 1, 2026 through June 30, 2036, and authorizes the Auxiliary to perform the function "7. Externally Funded Projects Including Research, Workshops, Conferences and Institutes" as specified in 5 CCR (California Code of Regulations) 42500.

With this addendum, Campus designates Auxiliary as the primary Sponsored Program Administrator ("**SPA**") for the Campus.

Auxiliary will ensure that all proposals for external funding are reviewed by the President or designees to provide programmatic and fiscal written approval in accordance with CSU systemwide Sponsored Programs Administration policy (formerly EO 890).

Auxiliary, when acting as SPA, agrees to provide grant and contract administration services in compliance with all CSU (see Sponsored Programs Administration policy), Campus, and Auxiliary policies related to sponsored program administration, federal and state regulations, and funding agency (sponsor) regulations and guidelines.

Approved: SAN DIEGO STATE UNIVERSITY By ___________________ Adela de la Torre, President Date Signed 06/03/2026	SAN DIEGO STATE UNIVERSITY FOUNDATION, a California nonprofit corporation doing business as San Diego State University Research Foundation By Michele G. Goetz Michele G. Goetz, Associate Vice President and CEO Date Signed 06/02/2026