

**OPERATING AGREEMENT  
BETWEEN CALIFORNIA STATE UNIVERSITY  
AND CALIFORNIA STATE UNIVERSITY INSTITUTE**

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 California State University Institute (Auxiliary) serving the California State University System (System). The term of this agreement shall be September 1, 2018 through September 1, 2028.

**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 System under the usual state procedures.

**2. PRIMARY FUNCTION(S) 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
- Externally Funded Projects
- 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 University:

1. 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. 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. 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. OVERSIGHT AND OPERATIONAL REVIEW**

The responsibility and authority of the Chancellor regarding Systemwide Auxiliary Organizations is set forth in CCR tit.5, §42655(d), which requires that auxiliary organizations operate in conformity with CSU policies. The operations and activities of Auxiliary under this agreement shall be integrated with System operations and policies and shall be overseen by the System Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in CCR tit.5, §§42401 and 42666.

The System 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 System CFO or designee to the Chancellor with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Chancellor should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

Auxiliary agrees to assist the System CFO 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 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 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 the Integrated CSU Administrative Manual (ICSUAM).

The System 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 System 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**

System agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the CSU name, logo, seal or other symbols and marks , provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of CSU. 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.

Auxiliary shall use the CSU name, logo, seal or other symbols or marks only in connection with services rendered for the benefit of CSU and in accordance with CSU

guidance and direction furnished to Auxiliary by CSU and only if the nature and quality of the services with which the CSU name, logo, seal or other symbol or mark are used are satisfactory to CSU or as specified by CSU.

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

Auxiliary shall not delegate the authority to use the CSU name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the Chancellor or designee. Auxiliary shall cease using the CSU 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. 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, merger, 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. BACKGROUND CHECK POLICY 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 systemwide policy. Auxiliary will provide confirmation of completed and cleared background checks to the Chancellor upon request, or as established by applicable policy. (See HR 2016-08).

#### **12. DISPOSITION OF ASSETS**

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §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 CSU FACILITIES**

Auxiliary may use those facilities identified for its use in a lease agreement executed between CSU 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 CSU may agree that Auxiliary may use specified CSU facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of CSU and upon the written approval from appropriate CSU administrators with such specific delegated authority. Auxiliary shall reimburse CSU for costs of any such use.

### **14. CONTRACTS FOR CSU SERVICES**

Auxiliary may contract with CSU for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented in a written memorandum of understanding between Auxiliary and CSU. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to CSU for services performed by a state employee in accord with CCR tit.5, §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 CSU to provide the specified services to Auxiliary.

### **15. DISPOSITION OF NET EARNINGS**

Auxiliary agrees to comply with CSU 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.

### **16. FINANCIAL CONTROLS**

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with ICSUAM §13680. CCR tit. 5, §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.

**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.

**18. 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.

**19. INSURANCE**

Auxiliary shall maintain insurance protecting the CSU 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.

## **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:

*California State University Institute  
401 Golden Shore, 5<sup>th</sup> Floor East  
Long Beach, CA 90802*

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

## **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 cancelled.

**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 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.

**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.

Executed on November 1, 2018 California State University Institute  
By Timothy P. White  
Dr. Timothy P. White, Chancellor

Executed on 11/13, 2018 California State University  
Office of the Chancellor  
Contract Services and Procurement  
By [Signature]



## CALIFORNIA STATE UNIVERSITY INSTITUTE

## Conflict of Interest Policy

1. Members of the governing board and senior financial officers shall abide by Conflict of Interest regulations as outlined in the California Education Code sections 89906-89909.

**§89906 FINANCIAL INTEREST PROHIBITED.** *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/she is a member, and any contract or transaction entered into in violation of this section is void.*

**§89907 EXCEPTION.** *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 exists:*

- (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 CERTAIN PROVISIONS NOT APPLICABLE.** *The provisions of §89907 shall not be applicable if the circumstances specified in any of the following subdivisions exists:*

- (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 five (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 §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 UNLAWFUL TO UTILIZE NONPUBLIC INFORMATION FOR PERSONAL PECUNIARY GAIN.** *It is unlawful for any person to utilize any information, not a matter of public record, which is received by him/her by reason of his/her membership of the governing board of an auxiliary organization, for personal pecuniary gain, regardless of whether he/she is or is not a member of the governing board at the time such gain is realized.*

2. The Board of Directors is composed of five members of senior Chancellor's Office Administration. Incumbents in the designated positions are required to file a CSU Institute Conflict of Interest Form annually.
3. Members of the board shall recuse themselves from any vote with the potential appearance of Conflict of Interest.

## CSU Institute Conflict of Interest

4. Employees may report any evidence or allegations of violations of the Conflict of Interest regulations, or irregularities in accounting or financial matters, to the Audit Committee Chair. The Audit Committee, in consultation with the Institute General Counsel, shall then take proper action to investigate the matter and recommend a response to the allegations. Employees who report suspected Conflicts of Interest or financial or accounting irregularities shall be protected from any retaliation as a result of the report.
5. If a Conflict of Interest relationship is deemed to exist, it shall be reported to the Audit Committee to devise and recommend to the Board of Directors a proposed resolution of the Conflict of Interest.
6. The Audit Committee shall place any Conflict of Interest on the regular meeting agenda for appropriate action by the Board of Directors. The Board shall discuss the matter in open session, allowing the Directors whose conduct is at issue to provide an explanation. The Board shall then, by majority vote (not including the vote of any Director whose conduct is at issue), take action regarding the matter. Such action may include, but is not limited to, validation of the transaction pursuant to §89907, validation of the transaction with conditions, censure or removal of the Director, rescission of the transaction, or any other action deemed appropriate by the Board.

The foregoing amendment version has been approved on this day of February 14, 2014 by the Board of Directors of the California State University Institute.

  
Ephraim P. Smith  
CSUI Secretary

**Attachment 2**  
Not Applicable

1875689

ARTICLES OF INCORPORATION  
OF THE  
CALIFORNIA STATE UNIVERSITY INSTITUTE

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

NOV 1 1993

ARTICLE I  
Name

MARCH FONG EU, Secretary of State

The name of this corporation is the:

CALIFORNIA STATE UNIVERSITY INSTITUTE

ARTICLE II  
Corporate Status

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 public and charitable purposes.

ARTICLE III  
Purposes

The public and charitable purposes for which this corporation is organized are to promote, assist and receive gifts, property and funds to be used for the benefit of the Trustees of the California State University. These purposes include the furthering of the educational, research and public service missions of the California State University by:

- a. Administering educationally-related programs and projects on behalf of the California state University, including those based on grants, contracts, training, research, workshops, conferences and institutes.
- b. Developing instructionally-related materials, courseware, software and hardware.
- c. Participating in public/private ventures, including activities relating to technology transfers.
- d. Assisting with the development of small business enterprises including research parks and business incubators.

ARTICLE IV  
Conformity with Law

This corporation shall be an auxiliary organization of the California State University and shall conduct its operations in

conformity with the California statutes governing such organizations (Chapter 7, commencing with Section 89900, of Part 55, Division 8, Title 3 of the Education Code) and the Regulations adopted by the Board of Trustees of the 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).

ARTICLE V  
Exempt Status and Limitations on Activities

No substantial part of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this corporation participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, 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  
Initial Agent for Service of Process

The name of the initial agent of this corporation for service of process is

John W. Francis  
761 West Kimberly Avenue  
Placentia, California 92670

ARTICLE VII  
Directors

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 as stated in the Bylaws. The Chancellor of the California State University shall be a member of the Board of Directors of this corporation to insure that this corporation operates in conformity with policies of The Board of Trustees of the California State University.

ARTICLE VIII  
Members

This corporation shall have no members other than the persons constituting its Board of Directors. The persons constituting its Board of Directors shall, for the purpose of any statutory provision or rule of law relating to nonprofit corporations otherwise, be taken to be the members of such corporation and exercise all the rights and powers of members thereof.

ARTICLE IX  
Voting

Each member of the Board of Directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

ARTICLE X  
Irrevocable Dedication and Dissolution

The property of this corporation is irrevocably dedicated to charitable purposes set forth in Article III, and no part of the net income or assets of this corporation shall ever inure to the benefit of any private person. Upon 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 one or more nonprofit corporations organized and operated for the benefit of the California State University, and approved by the Chancellor and the Board of Trustees of the California State University. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, and be organized and operated exclusively for charitable purposes.

ARTICLE XI  
Amendment

The Articles of Incorporation of this corporation shall be amended only by the vote of a majority of the Board of Directors, subject to the approval of the Chancellor of the California State University.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of California, I, the undersigned, constituting the incorporator of this corporation, have executed these Articles of Incorporation this 10th day of August, 1993.

B. Munitz  
Barry Munitz  
Incorporator

DECLARATION

I am the person whose name is subscribed below. I am the Incorporator of the CALIFORNIA STATE UNIVERSITY INSTITUTE. I have executed these Articles of Incorporation. The foregoing Articles of Incorporation are my act and deed.

Executed on August 10, 1993 at Long Beach, California.

I declare that the foregoing is true and correct.

B. Munitz  
Barry Munitz  
Incorporator

A446120

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

APR 15 1994

TONY MILLER  
Acting Secretary of State

CERTIFICATE OF AMENDMENT OF  
THE ARTICLES OF INCORPORATION OF THE  
CALIFORNIA STATE UNIVERSITY INSTITUTE

MOLLY CORSETT BROAD and DOUGLAS X. PATINO certify that:

1. They are the President and Secretary respectively of the CALIFORNIA STATE UNIVERSITY INSTITUTE, a California nonprofit, public benefit corporation.
2. The following amendment to the Articles of Incorporation has been approved by the Board of Directors

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


This corporation is organized, and at all times hereafter will be operated, exclusively for the benefit of, to perform the functions of, and to carry out the purposes of The California State University. The public and charitable purposes for which this corporation is organized are to promote, assist and receive gifts, property and funds to be used for the benefit of the Trustees of the California State University. These purposes include the furthering of the educational, research and public service missions of the California State University by:

- a. Administering educationally-related programs and projects on behalf of the California State University, including those based on grants, contracts, training, research, workshops, conferences and institutes.
- b. Developing instructionally-related materials, courseware, software and hardware.
- c. Participating in public/private ventures, including activities relating to technology transfers.
- d. Assisting with the development of small business enterprises including research parks and business incubators.



3. The corporation has no members. The foregoing amendment has been approved by the Chancellor of the California State University.

  
MOLLY CORBETT BROAD  
President

  
DOUGLAS Y. PATINO  
Secretary

#### VERIFICATION

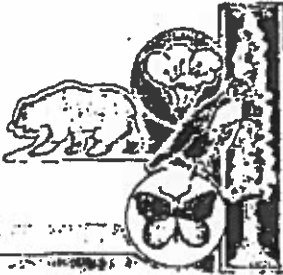
Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his own knowledge.

Executed at Long Beach, California  
on March 22, 1994.

  
MOLLY CORBETT BROAD

  
DOUGLAS Y. PATINO

A446120



# State of California

SECRETARY OF STATE'S OFFICE

STATE OF CALIFORNIA

## CORPORATION DIVISION

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

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

MAY 5 1994



*Tony Miller*

Acting Secretary of State

Post-it® Fax Note	7671	Date	1/9,95	# of pages	3
To	<i>RALPH MILLS</i>	From	<i>JOHN FRANCIS</i>		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	<i>310-985-2047</i>	Fax #			

A0734274

1875689

RESTATED ARTICLES OF INCORPORATION OF THE  
CALIFORNIA STATE UNIVERSITY INSTITUTE

FILED *js*  
In the Office of the Secretary of State  
of the State of California

OCT 28 2012

Charles B. Reed and Ephraim P. Smith certify that:

1. They are the president and the secretary, respectively, of the CALIFORNIA STATE UNIVERSITY INSTITUTE, a California nonprofit, public benefit corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

ARTICLES OF INCORPORATION  
OF THE  
CALIFORNIA STATE UNIVERSITY INSTITUTE

ARTICLE I  
Name

The name of this corporation is the:

CALIFORNIA STATE UNIVERSITY INSTITUTE

ARTICLE II  
Corporate Status

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 public and charitable purposes.

ARTICLE III  
Purposes

This corporation is organized, and at all times hereafter will be operated, exclusively for the benefit of, to perform the functions of, and to carry out the purposes of The California State University. The public and charitable purposes for which this corporation is organized are to promote, assist and receive gifts, property and funds to be used for the benefit of the Trustees of the California State University. These purposes include the furthering of the educational, research and public service missions of the California State University by:

- a. Administering educationally-related programs and projects on behalf of the California State University, including those based on grants, contracts, training, research, workshops, conferences and institutes.
- b. Developing instructionally-related materials, courseware, software and hardware.
- c. Participating in public/private ventures, including activities relating to technology transfers.
- d. Assisting with the development of small business enterprises including research parks and business incubators.

ARTICLE IV  
Conformity with Law

This corporation shall be an auxiliary organization of the California State University and shall conduct its operations in conformity with the California statutes governing such organizations (Chapter 7, commencing with Section 89900, of Part 55, Division 8, Title 3 of the Education Code) and the Regulations adopted by the Board of Trustees of the 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).

ARTICLE V  
Exempt status and Limitations on Activities

No substantial part of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this corporation participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, 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  
Directors

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 as stated in the Bylaws. The Chancellor of the California State University shall be a member of the Board of Directors of this corporation to insure that this corporation operates in conformity with policies of The Board of Trustees of the California State University.

ARTICLE VII  
Members

This corporation shall have no members other than the persons constituting its Board of Directors. The persons constituting its Board of Directors shall, for the purpose of any statutory provision or rule of law relating to nonprofit corporations otherwise, be taken to be the members of such corporation and exercise all the rights and powers of members thereof.

ARTICLE VIII  
Voting

Each member of the Board of Directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

ARTICLE IX  
Irrevocable Dedication and Dissolution

The property of this corporation is irrevocably dedicated to charitable purposes set forth in Article III, and no part of the net income or assets of this corporation shall ever inure to the benefit of any private person. Upon 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 one or more nonprofit corporations organized and operated for the benefit of the California State University, and approved by the Chancellor of the California State University. Such nonprofit corporation or corporations

must be qualified for Federal income tax exemption under Section 501 (c) (3) of the Internal Revenue Code of 1986 as amended, and be organized and operated exclusively for charitable purposes.


ARTICLE X  
Amendment

The Articles of Incorporation of this corporation shall be amended only by the vote of a majority of the Board of Directors, subject to the approval of the Chancellor of the California State University.

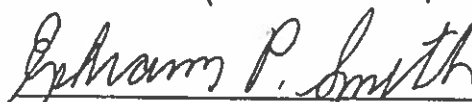
3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Chancellor of the California State University and the California State University Institute's Board of Directors.
4. The corporation has no members

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: October 15, 2012



Charles B. Reed, President



Ephraim P. Smith, Secretary

California Secretary of State  
Original record in the custody of the  
Secretary of State, and a copy of the  
same is filed in the office of the  
County Clerk of the County of  
San Diego.



DEC 19 2012

DEBRA BOWEN, Secretary of State  
Date: \_\_\_\_\_  




I hereby certify that the foregoing transcript of 11 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 10 2012

Date: \_\_\_\_\_

*Debra Bowen*

DEBRA BOWEN, Secretary of State