

**AMENDMENT to MASTER OPERATING AGREEMENT
K020079**

This amendment to the Master Operating Agreement is made and entered into on May 16, 2011 by and between the State of California through its Trustees of the California State University by their duly qualified and acting Chancellor (hereinafter called State) and the Cal Poly Pomona Foundation, Inc. (hereinafter called Auxiliary or Foundation).

The Master Operating Agreement between University and Foundation and the Supplemental Operating Agreements (attached hereto), last executed by the parties on August 1, 2000 and consisting of:

Agriculture #K020097	Bookstore #K020100
Research #K020098	Tech Park #K020126
Food Services #K020099	University Village #K020127

are hereby amended as follows:

Remove **Article II. Support Functions** in its' entirety and replace with:

II. Support Functions

In consideration of receiving recognition as an official auxiliary organization in good standing of the California State University, Auxiliary is hereby authorized, for the period covered by this agreement, to perform the following functions specified in Section 42500, Title 5, CCR for the term of this Agreement in accordance with any and all related supplemental agreements. Some of these functions will be performed exclusively by the Auxiliary while others will be performed in concert with the University as noted in the supplemental agreements. This is a comprehensive list of the general functions authorized by the University:

2. *Bookstores, Food Services, and Campus Services*
3. *Housing*
6. *Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance*
7. *Externally Funded Projects Including Research, Workshops, Conferences, and Institutes*
8. *Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers, Films, Transportation. Printing and other Instructionally Related Programs and Activities*
10. *Gifts, bequests, devises, endowments, trusts and similar funds*
11. *Public relations, fundraising, fund management, and similar development programs*
12. *Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities*

Auxiliary further agrees to receive and apply exclusively the funds and properties coming into its possession toward these functions. Prior to initiating any additional functions,

Auxiliary agrees to obtain written approval of Trustees.

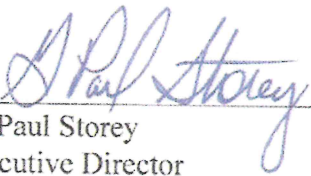
Operations of Auxiliary under this Master Agreement shall be integrated with campus operations and shall be supervised by campus officials so as to assure compliance with the objectives stated in Title 5, DDR, 42401.

The University authorizes the Auxiliary to protect and use the University's name, symbols, and trademarks in the performance of the authorized functions. The University may also, by written approval, authorize the Auxiliary to serve as its agent in the licensing of approved uses.

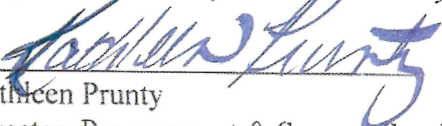
This document constitutes an amendment to the above referenced agreement. All provisions of that contract, except those which are explicitly changed above by this amendment shall remain in full force and effect.

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


Cal Poly Pomona Foundation, Inc

By 
G. Paul Storey
Executive Director

California State Polytechnic University, Pomona

By 
Kathleen Prunty
Director, Procurement & Support Services

Trustees of the California State University

By 
Tom Roberts
Director, Contract Services & Procurement
California State University
Office of the Chancellor

Tom Roberts
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