

SUPPLEMENTAL OPERATING AGREEMENT - RESEARCH

Number: K020098

***A Supplemental Agreement to
Master Operating Agreement Number: K020079***

Preamble

This Supplemental Operating Agreement (this "Supplemental Operating Agreement" or "Agreement") is made and entered into as of August 1, 2000 by and between the Trustees of The California State University ("Trustees") by their duly qualified and acting Chancellor on behalf of the California State Polytechnic University, Pomona ("University"), and the Cal Poly Pomona Foundation, Inc. ("Auxiliary" or "Foundation"), acting in its capacity as an authorized auxiliary organization.

I. Purpose

The Trustees and the Auxiliary are parties to a Master Operating Agreement (the "Master Agreement") which authorizes the Auxiliary to perform certain functions for the University and sets forth the broad terms and conditions under which the Auxiliary will perform these functions pursuant to Chapter 7, Part 55, Division 8, Title 3 (Sections 89900, et seq.) of the Education Code, and Subchapter 6, Article 1, Part V (Sections 42400 et seq.) of Title 5 of the California Code of Regulations.

This Supplemental Operating Agreement is a supplemental agreement to the Master Agreement that further clarifies and delineates the role and responsibility of the Auxiliary in the performance of this function and related activities. This Agreement is not intended to supercede the general terms and conditions of the Master Agreement in its entirety but clarifies and/or amends identified sections as required.

II. Function

As an official auxiliary organization of the California State University, Auxiliary hereby agrees, for the period covered by this Agreement, to perform functions related to externally funded projects including research, workshops, conferences, housing and institutes as well as other approved activities. Off campus services relating to these functions may be established by the Foundation, subject to the approval of the University President that such services support the institution's mission. In addition, the Auxiliary may, with prior written approval of the President of the campus, perform the following

services in connection with authorized travel study courses: Collect from participants in a travel study course costs of travel, meals, accommodations, insurance, and other costs authorized by the President or his or her representative. The collection of Trustees' fees shall be handled in accordance with established Trustees' procedures.

Auxiliary shall have the right to perform the function and related activities authorized under this Agreement on an exclusive basis as long as such functions are operated in compliance with Education Code Section 89900 et seq., applicable provisions of Title 5, California Code of Regulations, this Agreement, Trustees and University policy. The University shall enforce this exclusive right through campus policy and administrative action. Auxiliary further agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering this function. Prior to initiating any additional activities unrelated to this function, Auxiliary agrees to obtain written approval of Trustees.

III. Indemnification

Indemnification shall be provided in accordance with Section X of the Master Agreement as it pertains to such functions and related activities.

IV. Term

The term of this Agreement shall be from August 1, 2000 through February 1, 2025 unless sooner terminated as provided in Section V of this Agreement.

V. Termination

This Agreement may be terminated by the Trustees upon any of the following occurrences:

- a) Expiration of this Agreement;
- b) Non-conformance with State Law, Regulations and Policies as stated in the Master Agreement, or;
- c) Administrative necessity as judged by the Trustees.

VI. Use of Premises

Property to be utilized by the Corporation in accordance with Section 8 of the Master Agreement may be separately or jointly, as determined by the President of the campus, occupied, operated, and used by the University and Lessee.

The Foundation may operate, and use such property only in connection with the following functions and activities in accordance with the terms of this Agreement and only when such functions and activities come within the terms of Section 89046 of the Education Code:

1. Conducting research projects financed by funds other than State funds and approved by the University President acting under guidelines and policies which have been or may be adopted by Trustees of The California State University and the Chancellor of The California State University.
2. With the prior written approval of the President of the University:
 - A. Conducting workshops, institutes, and conferences for which no academic credit is given by the University.
 - B. Making arrangements for workshops, institutes, and conferences for which credit is given by the University in those instances where State fiscal procedures cannot be employed without undue difficulty.
 - C. Operating certain housing facilities.
3. Administering gifts made to the Foundation and trusts of which the Foundation is trustee.
4. Performing services in connection with travel study courses.
5. The Foundation shall use such property only for those functions and activities that are consistent with the guidelines and policies which have been or may hereafter be adopted by Trustees of The California State University.

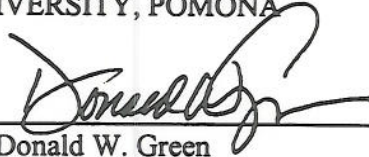
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties hereto as of the date first above written.

CAL POLY POMONA FOUNDATION, INC.

By 

G. Paul Storey
Executive Director

CALIFORNIA STATE POLYTECHNIC
UNIVERSITY, POMONA

By 

Donald W. Green
Director of Procurement & Support Services

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY

By 

Patricia L. Dayneko
Director, Contract Services & Procurement