

OPERATING AGREEMENT  
BETWEEN CALIFORNIA STATE UNIVERSITY  
AND CALIFORNIA STATE UNIVERSITY, BAKERSFIELD  
**FOUNDATION**  
Campus Operating Agreement (COA) 0202

This agreement is made and entered into by and between the Trustees of the California State University (CSU) and California State University, Bakersfield Foundation (Auxiliary) serving California State University, Bakersfield (Campus). The term of this agreement shall be July 1, 2023, through June 30, 2030, unless sooner terminated as herein provided.

**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(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 are:

- 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:

- Public relations, fundraising, fund management, and similar development programs;
- Gifts, bequests, devises, endowments, trusts and similar funds;
- Alumni Programs;
- Scholarships and Related Financial Assistance;
- Externally Funded Projects including Research, Workshops, Conferences and Institutes;
- Instructionally related Programs and Activities, including Athletics;

- 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 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 21, 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 (CFO) 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 CFO 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 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 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 the Integrated CSU Administrative Manual (ICSUAM).

The Campus 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 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, 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 University President/Chancellor upon request, or as established by campus 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 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.

### **14. CONTRACTS FOR CAMPUS SERVICES**

Auxiliary may contract with Campus 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 Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus 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 Campus to provide the specified services to Auxiliary.

### **15. 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.

### **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 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.

Campus Designation of Authority to Auxiliary regarding the Administration of Grants and Contracts is attached as **Attachment 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 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 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 Auxiliary Organizations Risk Management Authority (AORMA) 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, Bakersfield  
Foundation 19AW  
9001 Stockdale Highway  
Bakersfield, CA 93311  
Attention: Executive Director

- Notice to **Campus** shall be addressed as follows:

California State University, Bakersfield  
Business & Administrative Services, 38 ADM  
9001 Stockdale Highway  
Bakersfield, CA 93311  
Attention: Vice President & CFO

- Notice to **CSU** shall be addressed as follows:

CSU Office of the Chancellor  
401 Golden Shore  
Long Beach, California 90802  
Attention: Associate Vice Chancellor, Business and Finance

## 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.

## **26. LEASE OF PREMISES**

A. Auxiliary may lease the following premises in accordance with the terms of this agreement:

1. University Advancement building #7

B. Auxiliary lease of the premises is subject to:

1. The use of the property for civil defense purposes or in the event of a State, CSU or national emergency

2. Unanticipated need to meet the demands of the educational objectives of the CSU. The right to the use of any property included in this lease shall

cease upon written notice by the CSU to Auxiliary that the property is needed for its exclusive use.

**27. USE OF PREMISES**

A. Auxiliary may occupy, operate, and use the leased property only in connection with the following functions and activities in accordance with the terms of this agreement:

1. Offices for Foundation operations.

**28. CONSIDERATION FOR PREMISES**

A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.

B. Campus shall manage the facilities of the University Advancement building in accordance with the policies of the CSU, Campus, this agreement, and for the benefit of Campus.

**29. APPLICATION OF FEES**

A. Not Applicable

**30. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT**

During the term of this Agreement, Auxiliary shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and working drawings for buildings to be placed on the leased land shall have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the Campus. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary shall be and remain the property of the Auxiliary and may be removed therefrom by the Auxiliary prior to the termination of this lease.

**31. ALTERATIONS**

The leased premises shall not be altered or changed in any manner or respect without the written consent of the Campus, and changes that may be authorized shall be made under the direction of the Campus and at the expense of Auxiliary. Permanent alterations shall have prior approval of Campus.

**32. RIGHT OF ENTRY**

It is understood and agreed that at any time CSU and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

### **33. RESTORATION OF PREMISES**

Upon termination of this lease, CSU shall have the option to require Auxiliary, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, except for normal wear and tear.

But, if Auxiliary shall fail to do so within 90 days after CSU's option, CSU may restore the property at the risk of the Auxiliary and all costs and expenses of such removal or restoration shall be paid by Auxiliary upon demand of State. CSU shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

### **34. MORTGAGES**

Auxiliary shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of CSU.

### **35. POSSESSORY INTEREST**

The County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease.

### **36. ASSIGNMENTS OR SUBLEASE**

Auxiliary shall not assign or sublease any part of the premises covered by this lease without the written permission of CSU.

CSU agrees, however, that Auxiliary may sublease any portion of the premises with the approval of the Campus. Substantial deviation from CSU's policy and model sub-leases requires the approval of the Campus.

Subleases may be written with terms in excess of this agreement: however, the continuation of the sublease past the term of this Agreement is contingent on this Agreement's renewal.

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

Approved: 07/18/2023

**Auxiliary**  
California State University, Bakersfield  
Foundation

By   
Heath Niemeyer (Jul 18, 2023 17:59 PDT)  
Heath Niemeyer, Interim Executive Director

Approved: 07/19/2023

**Campus**  
California State University, Bakersfield

By   
Thom Davis (Jul 19, 2023 11:35 PDT)  
Thom Davis, CFO

Executed on Jul 27, 2023

**CSU**  
California State University  
Office of the Chancellor

By   
Bradley Wells (Jul 27, 2023 08:13 PDT)  
Brad Wells, Associate Vice Chancellor  
Business and Finance

Attachment 1



CALIFORNIA STATE UNIVERSITY  
**BAKERSFIELD**

## Conflict of Interest Policy

Revised: August 24, 2022



## CONFLICT OF INTEREST POLICY

Any member of the California State University, Bakersfield, **Foundation** (CSUB FND) Board of Directors (Board) are expected to: (a) avoid conflicts between their financial interest (see below) and the interests of CSUB FND, (b) disclose any financial interest and all material facts relating thereto to the CSUB FND, (c) avoid participating in any discussion, influencing any decision or voting on any transaction or arrangement involving the financial interest and CSUB FND, (d) avoid the misuse of nonpublic information, acquired as a member, for personal gain or for the benefit of any entity or person who would have a financial interest if this policy were otherwise applicable to said entity or person, and (e) comply with California Education Code §89906 through §89909 (see below).

Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment or family (spouse and children, or anyone occupying the same household as the member): (a) an ownership or investment interest in any entity with which CSUB FND has a transaction or business arrangement, (b) a compensation arrangement with any entity or individual with which the CSUB FND has a transaction or arrangement, or (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the CSUB FND is negotiating a transaction or arrangement.

Conflict of Interest: Generally, a conflict of interest exists when the Board determines a member's financial interest conflicts with the interests of the CSUB FND. Notwithstanding the foregoing, certain circumstances always represent a conflict of interest: (a) transactions between CSUB FND and a Board member, (b) transactions between CSUB FND and a partnership or unincorporated association of which a Board member holds, directly or indirectly, any proprietary interest, (c) transactions between CSUB FND and a corporation of which a Board member holds, directly or indirectly, five percent (5%) or more of the outstanding common stock, and (d) any transaction where a Board member has a financial interest that is not disclosed, or when the member attempts to influence other members of the Board to enter into the contract or transaction.

Disclosure: Any financial interest of any member of the Board shall be disclosed by the member to the Chair of the Board promptly, as soon as the financial interest is discovered, and thereafter, at least annually, as long as it exists. Further, when any such financial interest becomes relevant to any matter before the Board or a Committee of the Board, the member having the financial interest shall call it to the attention of the Chair of the Board or of such Committee.

Participation: The member having a financial interest as defined herein, shall not participate in any discussions of the subject, use any personal influence in the discussion of the subject including without limitation, make any recommendations in relation thereto, participate in any vote by the CSUB FND regarding the determination of whether a conflict of interest exists. However, the member is expected to answer pertinent questions from Board when the member's knowledge of the subject will assist the Board in determining whether a conflict exists. The minutes of any meeting at which the subject involving the conflict is discussed shall reflect that a disclosure was made and that the financially interested member refrained from discussion, except to the extent provided above, and did not vote on the subject.

Statement: I hereby certify the following: I have read and understand this CSUB FND's Conflict of Interest Policy and will follow such policy diligently. To the best of my knowledge and belief, except as disclosed below, I do not have any financial interest that must be disclosed at this time. If any such financial interest arises, I will disclose the same immediately. I will observe the prohibition on influencing members of the Board and participating in any Board action relating to any such financial interest.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I hereby disclose the following financial interest(s) (if none, state none): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CALIFORNIA EDUCATION CODE

§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:

- 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
- 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:

- The contract or transaction is between an auxiliary organization and a member of the governing board of that auxiliary organization.
- 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.
- 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 percent (5%) or more of the outstanding common stock.
- 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 person pecuniary gain, regardless of whether he/she is or is not a member of the governing board at the time such gain is realized.

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## California State University, Bakersfield Foundation

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**VOLUME:** POLICY

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**TITLE:** Source and Use of Public Relations Funds

**DIVISION:** CSUB Foundation

**EFFECTIVE DATE:** June 3, 2015

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**PURPOSE:** To provide policy guidance on the accumulation and use of funds by the Foundation for public relations purposes.

### I. BACKGROUND

Title 5 of the California Code of Regulations §42502(i), requires each auxiliary organization to maintain a policy on the “accumulation and use of public relations funds if such funds are obtained by the auxiliary organization to augment State appropriations for public relations”. The policy must include “... the policy and procedure on solicitation of funds, amounts and purpose for which the funds will be used, allowable expenditures and procedures control.”

Executive Order No. 761 prescribes rules and restrictions that apply to hospitality expenses and reimbursements for fund sources including those held and administered by an auxiliary organization.

### II. POLICY

#### Solicitation and Accumulation of Public Relations Funds

The California State University, Bakersfield Foundation (“Foundation”) does not solicit public relations funds and does not annually budget for funds to be available for public relations purposes.

#### Source of Public Relations Funds

Public relations funds, when expended, may be sourced from Foundation-held Discretionary or Restricted Funds. These funds may be derived from various sources including corporate auxiliary revenues, donations or the proceeds from the sale of non-cash gifts made to the Foundation. Expenditures from Discretionary or restricted Funds must clearly advance the objectives of the campus and the California State University, and that are consistent with applicable procurement and accounting practices. In general, expenditures must be appropriate for campus authorized educational, social, development, hospitality, community and employee relations, employee business travel and related considerations, student aid and for other purposes

## Attachment 2

### Policy: CSUB Foundation Source and Use of Public Relations Funds

that benefit California State University or the campus. All expenditures from that Restricted Fund must be clearly consistent with the restricted purpose.

#### Procedures

Any expenditure of Foundation funds for purposes of public relations shall only be at the request of the University President. The source of funds would be any Discretionary or Restricted Fund account that is available to the President. Consistent with sound purchasing policies and procedures, the request shall be accompanied by appropriate supporting documentation, with dates, purpose and individuals or groups involved, location and amounts clearly stated and any other requirements.

Foundation management is authorized to adopt written guidelines to implement this policy statement consistent with Executive Order No. 761, dated October 31, 2000.

#### Policy Filing

The Foundation shall file a copy of this Policy with the Chancellor's Office, as required by the Title 5 of the California Code Regulations §42502(i).

HISTORY:

REVISION:

Attachment 3

(COA 0202)  
Foundation Operating Agreement

CALIFORNIA STATE COLLEGE, BAKERSFIELD FOUNDATION

To all whom these presents shall come, GREETINGS:

I, GORDON M. CALLISON, Foundation Manager, hereby certify:

That the annexed transcripts of ARTICLES OF INCORPORATION, "Endorsed Filed" in the Office of the Secretary of State of the State of California on February 5, 1969, and the corporate BY-LAWS as revised by the Board of Directors on March 19, 1975, have been compared with the RECORDS on file in my office, each of which purports to be a copy, and that each of the same is full, true and correct.

Executed by me on April 7, 1975, at Bakersfield, California.

  
\_\_\_\_\_

ARTICLES OF INCORPORATION

OF

CALIFORNIA STATE COLLEGE BAKERSFIELD FOUNDATION

We, the undersigned, citizens and residents of the State of California, do hereby associate ourselves together for the purpose of forming a nonprofit corporation under the laws of the State of California for purposes other than pecuniary profit and we hereby certify and declare that:

FIRST: The name of this corporation is:

CALIFORNIA STATE COLLEGE BAKERSFIELD FOUNDATION.

SECOND: (a) The specific and primary purpose for which this corporation is formed is to operate for the advancement of education and for charitable purposes by the distribution of its funds for such purposes.

(b) The general purposes for which this corporation is formed are to operate exclusively for charitable and educational purposes.

This corporation is not formed 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.

The corporation shall promote and assist the educational services of the California State College Bakersfield or such institution as shall succeed to the properties and functions of said College, and shall apply the funds and properties coming into its hands toward furthering the educational services carried on or approved by the administrative officers of the College.

(c) This corporation shall have and exercise all rights and powers conferred on corporations under the laws of the State of California, provided, however, that this corporation is not empowered to engage in any activity which in itself is not a furtherance of its purposes as set forth in subparagraphs (a) and (b) of this Article SECOND.

(d) No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise, shall enure to the benefit of any private person or individual or any member or director of this corporation. Upon dissolution of the corporation net assets other than trust funds shall be distributed to the California State College Bakersfield.

(e) This corporation shall not, as a substantial part of its activities, carry on propaganda, or otherwise attempt to influence legislation. This corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

THIRD: This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California.

FOURTH: The County in the State of California where the principal office for the transaction of the business of this corporation is to be located is the County of Kern.

FIFTH: ) The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a board to be known as the Board of Directors. The number of Directors of this corporation shall be fifteen (15). The number of directors herein provided for may be changed by a Bylaw duly adopted by the members.

(b) The names and addresses of the persons who are appointed to act as the first directors are:

Mr. Robert Bennett  
26965 Avenue 140  
Porterville, California

Mr. Lawrence A. Braden  
Route 1, Box 197X  
Bakersfield, California

Mr. James L. Burke  
1400 H Street  
Bakersfield, California

Mr. Louis R. Deadrich  
1122 Truxtun Avenue, Suite 101  
Bakersfield, California 93301

Mrs. Adeline Frasch  
2445 Spruce Street  
Bakersfield, California

Mr. Jimmie Icardo  
1415 18th Street, Room 310  
Bakersfield, California

Mr. J. C. Jacobsen  
412 East F Street  
Tehachapi, California

Mr. Robert W. Karpe  
920 Chester Avenue  
Bakersfield, California 93301

Dr. Clifford Loader  
820 11th Avenue  
Delano, California 93215

Mr. Henry C. Mack  
Post Office Box 1825  
Bakersfield, California 93303

Mr. Hugh C. Mays  
Post Office Box 226  
Taft, California 93268

Dr. Carl L. Moore  
2300 Truxtun Avenue  
Bakersfield, California 93301

Mr. Paul F. Romberg  
7226 MeadowBrook Lane  
Bakersfield, California

Mr. Homer Wentz  
456 E Street  
Wasco, California 93280

Mr. Martin J. Zaninovich  
Post Office Box 1059  
Delano, California

IN WITNESS WHEREOF, for the purpose of forming this  
nonprofit corporation under the laws of the State of California, we,  
the undersigned, constituting the incorporators of this corporation,  
and including all of the persons named herein as the first Directors,  
have executed these Articles of Incorporation this 14th day of  
January, 1969.

(Executed by all First Directors, each  
signature duly notarized)

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California  
FEB 5 1969  
FRANK M. JORDAN, Secretary of State  
by RALPH R. MARTIO  
Deputy

## Articles of Incorporation of California State College Bakersfield Foundation

We, the undersigned, citizens and residents of the State of California, do hereby associate ourselves together for the purpose of forming a nonprofit corporation under the laws of the State of California for purposes other than pecuniary profit and we hereby certify and declare that:

**First:** The name of this corporation is: CALIFORNIA STATE COLLEGE BAKERSFIELD FOUNDATION

**Second:** (a) The specific and primary purpose for which this corporation is formed is to operate for the advancement of education and for charitable purposes by the distribution of its funds for such purposes.

(b) The general purposes for which this corporation is formed are to operate exclusively for charitable and educational purposes.

This corporation is not formed 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.

The corporation shall promote and assist the educational services of the California State College Bakersfield or such institution as shall succeed to the properties and functions of said College, and shall apply the funds and properties coming into its hands toward furthering the educational services carried on or approved by the administrative officers of the College.

(c) This corporation shall have and exercise all rights and powers conferred on corporations under the laws of the State of California, provided, however, that this corporation is not empowered to engage in any activity which in itself is not a furtherance of its purposes as set forth in subparagraphs (a) and (b) of this article SECOND.

(d) No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any member or director of this corporation. Upon dissolution of the corporation net assets other than trust funds shall be distributed to the California State College Bakersfield.

(e) This corporation shall not, as a substantial part of its activities, carry on propaganda, or otherwise attempt to influence legislation. This corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

**Third:** This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California.

**Fourth:** The County in the State of California where the principal office for the transaction of the business of this corporation is to be located is the County of Kern.

**Fifth:** (a) The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a board to be known as the Board of Directors. The number of Directors of this corporation shall be fifteen (15). The number of directors herein provided for may be changed by a Bylaw duly adopted by the members.

(b) The names and addresses of the persons who are appointed to act as the first directors are:

Mr. Robert Bennett  
26965 Avenue 140  
Porterville, California

Mr. Jimmie Icardo  
1415 18th Street, Room 310  
Bakersfield, California

Mr. Hugh C. Mays  
Post Office Box 226  
Taft, California 93268

Mr. Lawrence A. Braden  
Route 1, Box 197X  
Bakersfield, California

Mr. J. C. Jacobsen  
412 East F Street  
Tehachapi, California

Dr. Carl L. Moore  
2300 Truxtun Avenue  
Bakersfield, California 93301

Mr. James L. Burke  
1400 H Street  
Bakersfield, California

Mr. Robert W. Karpe  
920 Chester Avenue  
Bakersfield, California 93301

Mr. Paul F. Romberg  
7226 MeadowBrook Lane  
Bakersfield, California

Louis R. Deadrich  
1122 Truxtun Avenue, Suite 101  
Bakersfield, California 93301

Dr. Clifford Loader  
820 11th Avenue  
Delano, California 93215

Mr. Homer Wentz  
456 E Street  
Wasco, California 93280

Mrs. Adeline Frasch  
2445 Spruce Street  
Bakersfield, California

Mr. Henry C. Mack  
Post Office Box 1526  
Bakersfield, California 93303

Mr. Martin Zaninovich  
Post Office Box 1055  
Delano, California

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of California we, the undersigned, constituting the incorporators of this corporation, and including all of the persons named herein as the first Directors, have executed these Articles of Incorporation this 14th day of January, 1969.

[Signatures of all first Directors were affixed and notarized.]

W.D.B.

ENDORSED  
FILED  
in the office of the Secretary of State  
of the State of California  
DEC 31 1980  
MARCH FONG EU, Secretary of State  
by JAMES E. HARRIS  
Deputy

**Certificate of Restatement of  
Articles of Incorporation of  
California State College Bakersfield Foundation  
a California Nonprofit Public Benefit Corporation**

J.P. Maguire and J.P. Frankel certify that:

1. They are the chairman of the Board of Directors and the Secretary, respectively of said corporation.
2. The Articles of Incorporation of said corporation shall be restated to read in full as follows:

**Restated Articles of Incorporation of  
California State College Bakersfield Foundation**

**First:** The name of this corporation is: California State College Bakersfield Foundation

**Second:** 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 or charitable purposes as set forth in Article THIRD of these Articles of Incorporation and elects to be governed by all of the provisions of said law.

**Third:** (a) The specific and primary purpose for which this corporation is formed is to operate for the advancement of education and for charitable purposes by the distribution of its funds for such purposes.

(b) The general purposes for which this corporation is formed are to operate exclusively for charitable and educational purposes.

This corporation is not formed 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.

The corporation shall promote and assist the educational services of the California State College Bakersfield or such institution as shall succeed to the properties and functions of said College, and shall apply the funds and properties coming into its hands toward furthering the educational services carried on or approved by the administrative officers of the College.

(c) This corporation shall have and exercise all rights and powers conferred on corporations under the laws of the State of California, provided, however, that this corporation is not empowered to engage in any activity which in itself is not a furtherance of its purposes as set forth in subparagraphs (a) and (b) of this Article THIRD.

(d) No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any member or director of this corporation. Upon dissolution of the corporation net assets other than trust funds shall be distributed to the California State College Bakersfield.

(e) This corporation shall not, as a substantial part of its activities, carry on propaganda, or otherwise attempt to influence legislation. This corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

**Fourth:** The County in the State of California where the principal office for the transaction of the business of this corporation is to be located is the County of Kern.

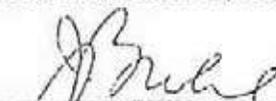
**Fifth:** The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a board to be known as the Board of Directors. The number of Directors of this corporation shall be seventeen (17). The number of directors herein provided for may be changed by a By-law duly adopted by the members.

3. The foregoing restatement has been approved by the Board of Directors of said corporation.

4. The foregoing restatement was one which may be adopted with the approval of the Board of Directors alone for the reason that there are no members of the corporation.

IN WITNESS WHEREOF, the undersigned have executed this certificate on November 28, 1980.

  
\_\_\_\_\_  
J. P. MAQUIRE, Chairman

  
\_\_\_\_\_  
J. P. FRANKEL, Secretary

Verification

The undersigned J.P. Maguire and J.P. Frankel, the chairman of the Board and Secretary, respectively, of California State College Bakersfield Foundation, each declares under penalty of perjury that the matters set out in the foregoing certificate of restatement are true of his own knowledge.

Executed at Bakersfield, California on November 28, 1980.

  
\_\_\_\_\_  
J. P. MAQUIRE

  
\_\_\_\_\_  
J. P. FRANKEL

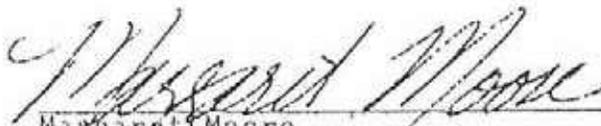
ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California  
APR 1 1983  
MARCH FONG EU, Secretary of State  
by JAMES E. HARRIS  
Deputy

**Certificate of Amendment of  
Articles of Incorporation of  
California State College Bakersfield Foundation  
a California Nonprofit Public Benefit Corporation**

Margaret Moore and J.P. Frankel certify that:

1. They are the Chairperson and the Secretary, respectively of the Board of Directors of said corporation.
2. The Articles of Incorporation of said corporation shall be amended by revising Article THIRD (d) to read as follows:  
"(d) No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any member or director of this corporation. 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 by the Board of Trustees and which is tax exempt under either Section 115 or 501(c)(3) of the Internal Revenue Code."
3. The foregoing amendment has been approved by the Board of Directors of said corporation.
4. The foregoing amendment was one which may be adopted with the approval of the Board of Directors alone for the reason that there are no members of the corporation.

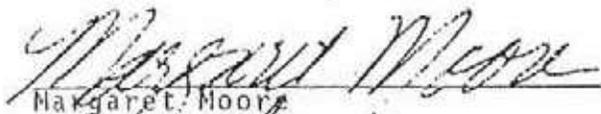
IN WITNESS WHEREOF, the undersigned have executed this certificate on December 22, 1982,

  
\_\_\_\_\_  
Margaret Moore

  
\_\_\_\_\_  
J. P. Frankel

The undersigned, Margaret Moore and J.P. Frankel, the Chairperson and Secretary, respectively, of the Board of Directors of California State College Bakersfield Foundation, each declares under penalty of perjury that the matters set forth in the foregoing Certificate of Amendment are true of his or her own knowledge.

Executed at Bakersfield, California on December 22, 1982.

  
\_\_\_\_\_  
Margaret Moore

  
\_\_\_\_\_  
J. P. Frankel

ENDORSED

FILED

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

JUL 26 1988

MARCH FONG EU, Secretary of State

**Certificate of Amendment  
of Articles of Incorporation of  
California State College Bakersfield Foundation  
a California Nonprofit Public Benefit Corporation**

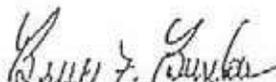
Bruce F. Bunker and Tomas A. Arciniega certify that:

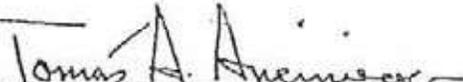
1. They are the Chairman of the Board of Directors and Secretary, respectively of said corporation.
2. The Articles of Incorporation of said corporation shall be amended by deleting therefrom Article First and substituting therefor the following:

FIRST: The name of this corporation is:  
CAL STATE BAKERSFIELD FOUNDATION

3. The foregoing amendment has been approved by the Board of Directors of said corporation.
4. The foregoing amendment is one which may be adopted with the approval of the Board of Directors alone for the reason that there are no members of the corporation.

IN WITNESS WHEREOF the undersigned have executed this Certificate on March 24, 1988.

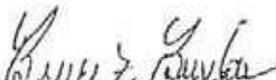
  
\_\_\_\_\_  
BRUCE F. BUNKER  
Chairman

  
\_\_\_\_\_  
TOMAS A. ARCINIEGA  
Secretary

**Verification**

The undersigned, Bruce F. Bunker and Tomas A. Arciniega, the Chairman and Secretary respectively of California State College Bakersfield Foundation each and declares under penalty of perjury that the matters set out in the foregoing Certificate of Amendment are true of his own knowledge.

Executed at Bakersfield, California on March 24, 1988.

  
\_\_\_\_\_  
BRUCE F. BUNKER  
Chairman

  
\_\_\_\_\_  
TOMAS A. ARCINIEGA  
Secretary



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of  1  page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

JAN - 8 2001

*Bill Jones*

Secretary of State

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

DEC 29 2000

BILL JONES, Secretary of State

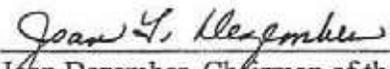
**CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION  
OF  
CAL STATE BAKERSFIELD FOUNDATION  
a California Nonprofit Public Benefit Corporation**

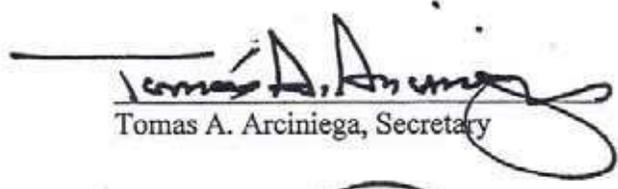
Joan Dezember and Tomas A. Arciniega certify that:

1. They are the Chairman of the Board and the Secretary, respectively, of CAL STATE BAKERSFIELD FOUNDATION, a California Nonprofit Public Benefit corporation.
2. The Articles of Incorporation of said corporation shall be amended by deleting therefrom Article First and substituting therefor the following:  
  
"FIRST: The name of this corporation shall be CALIFORNIA STATE UNIVERSITY, BAKERSFIELD, FOUNDATION."
3. The foregoing amendment has been duly approved by the Board of Directors of said corporation.
4. The foregoing amendment is one which may be adopted with the approval of the Board of Directors alone for the reason that there are no members of the corporation.

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.

Dated: December 22, 2000.

  
Joan Dezember, Chairman of the Board

  
Tomas A. Arciniega, Secretary





0562370 A0736780

FILED JRM  
Secretary of State  
State of California

CALIFORNIA STATE UNIVERSITY, BAKERSFIELD  
FOUNDATION

DEC 20 2012

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
CALIFORNIA STATE UNIVERSITY, BAKERSFIELD,  
FOUNDATION

Morgan Clayton and Horace Mitchell certify that:

1. They are the Chair and Secretary, respectively, of the California State University, Bakersfield, Foundation.
2. The following amendment to Article THIRD (D) of the Articles of Incorporation of this corporation has been approved by the board of directors:

THIRD(d) This corporation irrevocably dedicates its assets for the benefit California State University, Bakersfield. Upon the dissolution of this corporation, net assets other than trust funds shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or to a government for public purposes, as approved by the President of California State University, Bakersfield and by the Chancellor of the California State University. Trust funds shall be distributed consistent with the terms of the trust instruments and section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future federal tax code). No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

3. The directors are the only members of the corporation.

Verification

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements in the foregoing certificate are true and correct of his or her own knowledge, and that this declaration was executed on the date below at Bakersfield, California.

  
 Morgan Clayton, Chairman

Date: 12/12/12

  
 Horace Mitchell, Secretary

Date: 12/12/12

**Attachment 4**  
**Administration of Grants and Contracts**  
**Addendum to Auxiliary Operating Agreement**  
**Between Trustees of the California State University,**  
**California State University, Bakersfield**  
**And**  
**California State University, Bakersfield Foundation**

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and California State University, Bakersfield Foundation (Auxiliary) serving California State University, Bakersfield, effective from July 1, 2023 through June 30, 2030, 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;
- A SPA for specific types of grants and contracts for Auxiliary primary business purpose:

*An Auxiliary that may provide oversight of a grant award.*

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 policy, [ICSUAM 11002.01](#) (formerly [EO 890](#)).<sup>1</sup>

Auxiliary, when acting as SPA, agrees to provide grant and contract administration services in compliance with all CSU (see [ICSUAM](#), Section 11000), Campus and Auxiliary policies related to sponsored program administration, federal and state regulations and funding agency (sponsor) regulations and guidelines.

**Approved:**

**California State University, Bakersfield**



Thom Davis (Jul 19, 2023 11:35 PDT)

Thom Davis  
CFO

07/19/2023

Date

**California State University, Bakersfield Foundation**



Heath Niemeyer (Jul 18, 2023 17:59 PDT)

Heath Niemeyer, Interim Executive Director

07/18/2023

Date

<sup>1</sup> ICSUAM Policy 11002.01 incorporates the relevant policy sections from EO890, including proposal review and approval requirements. EO890 is superseded by ICSUAM Section 11000 et al.

# Foundation Operating Agrmt COA0202 Updated 07.2023

Final Audit Report

2023-07-19

Created:	2023-07-18
By:	Marina Manzano (mmanzano@csub.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX_s1PYSNnGxjinxX9OzdaY1DDdV3jg9W

## "Foundation Operating Agrmt COA0202 Updated 07.2023" History

-  Document created by Marina Manzano (mmanzano@csub.edu)  
2023-07-18 - 3:30:48 PM GMT- IP address: 136.168.107.84
-  Document emailed to Heath Niemeyer (hniemeyer@csub.edu) for signature  
2023-07-18 - 3:36:28 PM GMT
-  Email viewed by Heath Niemeyer (hniemeyer@csub.edu)  
2023-07-18 - 3:51:08 PM GMT- IP address: 75.113.180.228
-  Document e-signed by Heath Niemeyer (hniemeyer@csub.edu)  
Signature Date: 2023-07-19 - 0:59:13 AM GMT - Time Source: server- IP address: 136.168.107.41
-  Document emailed to Thom Davis (tdavis31@csub.edu) for signature  
2023-07-19 - 0:59:14 AM GMT
-  Email viewed by Thom Davis (tdavis31@csub.edu)  
2023-07-19 - 1:58:06 AM GMT- IP address: 104.28.77.149
-  Document e-signed by Thom Davis (tdavis31@csub.edu)  
Signature Date: 2023-07-19 - 6:35:31 PM GMT - Time Source: server- IP address: 136.168.109.116
-  Agreement completed.  
2023-07-19 - 6:35:31 PM GMT