

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND *THE CAMPANILE FOUNDATION***

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 Campanile Foundation* (Auxiliary) serving *San Diego State University* (University). The term of this agreement shall be 7/1/2026 through 6/30/2036.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to [Cal. Educ Code § 89900 et seq.](#) and [5 CCR § 42400 et seq.](#) In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than by the University under the usual state procedures.

2. PRIMARY FUNCTIONS

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees that the primary function(s) that the Auxiliary is to manage, operate or administer are listed below as authorized by [5 CCR § 42500](#):

- a. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
- b. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes
- c. Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers. Films, Transportation. Printing and other Instructionally Related Programs and Activities
- d. Alumni Programs
- e. Gifts, bequests, devises, endowments, trusts and similar funds
- f. Public relations, fundraising, fund management, and similar development programs

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the University. Auxiliary further agrees that it shall not perform any of the functions listed in [5 CCR § 42500](#) unless the function has been specifically assigned in this operating agreement with the University. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, Amendment.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

Auxiliary must operate in conformity with CSU and University policies and under the oversight of the University. As stated in Cal. Educ. Code §§ [89756](#), [89900](#), the University President is primarily responsible for administrative compliance and fiscal oversight of Auxiliary. The University President has been delegated authority by the CSU Board of Trustees ([Standing Orders § VI](#)) to carry out all necessary functions for the operation of the University. The operations and activities of Auxiliary under this agreement shall be integrated with University operations and policies and shall be overseen by the university Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in [5 CCR § 42401](#).

Each auxiliary organization shall conduct an annual review and prepare a report of the fiscal viability of the auxiliary organization pursuant to [Cal. Educ. Code § 89904-89905](#) (not including § 89905.5) [5 CCR § 42401\(d\)](#), and [5 CCR § 42404](#). Each auxiliary organization shall prepare and submit a report of the results of the annual review of auxiliary financial standards and control self-assessment to the university president or designee for review and approval by June 30th as outlined in the Annual Review of Auxiliary Financial Standards and Control Self-Assessment section of the [CSU Auxiliary Organizations](#) policy. A record of the approval shall be retained by the university pursuant to the [Records Retention and Disposition Schedules](#) policy.

Auxiliary agrees to assist the University CFO or designee in carrying out the compliance and operational reviews required by applicable CSU policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and University rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or university name, resources and facilities ([5 CCR § 42406](#)).

5. CONFLICT OF INTEREST

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with their duties as a CSU officer or employee.

Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary's Conflict of Interest Policy is attached as **Exhibit 1**.

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file a statement of Auxiliary's policy on accumulation and use of public relations funds and attach to this agreement as **Exhibit 2**. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

Auxiliary agrees to comply with CSU policy and the provisions of [5 CCR 5 § 42408](#), regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the requirements detailed in the [External Audits](#) section of the [CSU Auxiliary Organizations](#) policy.

The University CFO shall annually review and submit a written evaluation to the Chancellor's Office in accordance with Section 20, Notices, of the external audit firm selected by the Auxiliary. This review by the University CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

8. USE OF NAME

University agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the University, the University logo, seal or other symbols and marks of the University, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of University. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or University.

Auxiliary shall use the name of University, logo, seal or other symbols or marks of University only in connection with services rendered for the benefit of University and in accordance with University guidance and direction furnished to Auxiliary by University and only if the nature and quality of the services with which the University name, logo, seal or other symbol or mark are used are satisfactory to the University or as specified by University.

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

Auxiliary shall not delegate the authority to use the University name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the University President or designee. Auxiliary shall cease using the University name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. MODIFICATION OF CORPORATE STATUS

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

10. FAIR EMPLOYMENT STATUS

In the performance of this agreement, and in accordance with [Cal Gov. Code § 12900 et. seq.](#), Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and equal opportunity in employment adopted by the CSU.

11. BACKGROUND CHECK COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU policy [Background Checks](#). Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by university policy.

12. DISPOSITION OF ASSETS

Attached hereto as **Exhibit 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with [5 CCR § 42600](#), establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible,

this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between University and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

Auxiliary and University may agree that Auxiliary may use specified University facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of University and upon the written approval from appropriate University administrators with such specific delegated authority. Auxiliary shall reimburse University for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with University for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented as a contract or written memorandum of understanding between Auxiliary and University. The contract shall among other things, specify the following: (a) full reimbursement to University for services performed by a state employee in accord with [5 CCR § 42502\(f\)](#); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c) Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the University to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and University policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves, pursuant to [Cal. Educ. Code § 89904](#); CSU policy [CSU Auxiliary Organizations](#), and CSU policy [Designated Balances and Reserves](#).

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with CSU policy [Placement and Control of Receipts for University Activities and Programs](#), [5 CCR § 42502\(g\) and \(h\)](#).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and University..

A. Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Cal. Educ. Code §§ [89720](#) and [66010.4\(b\)](#).

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to obtain written approval from the appropriate university authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

B. Reporting Standards

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with [Cal. Educ. Code § 89720](#).

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent universities and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and University as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in [California State University Insurance Requirements](#) or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional

liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations. Auxiliary shall ensure that CSU and University are named as additional insured or loss payee as its interests may appear.

20. NOTICES

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

*President & CEO
The Campanile Foundation
5500 Campanile Drive
San Diego CA 92182-1968*

Notice to the University shall be addressed as follows:

*Office of the President
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-8000*

Notice to the CSU shall be addressed as follows:

Trustees of the California State University
Attention: Executive Vice Chancellor & CFO, Business and Finance
401 Golden Shore
Long Beach, California 90802

21. AMENDMENT

This agreement may be amended only in writing signed by an authorized representative of all parties.

22. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

23. TERMINATION

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be canceled. The ninety-day notice provision is not required for a breach noted in Section 12 of this Agreement.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, Termination, may result in Auxiliary's removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its universities.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

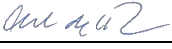
25. SEVERABILITY

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

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

Approved: 06/18/2026

San Diego State University

By 
Adela de la Torre, President

Executed on 06/18/2026

The Campanile Foundation

By  Adrienne Vargas (Jun 18, 2026 15:41:05 PDT)
Adrienne Vargas, President & CEO

Executed on 06/23/2026

California State University
Office of the Chancellor

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

- Exhibit 1 - Conflict of Interest Policy Statement
- Exhibit 2 – Public Relations Funds Policy
- Exhibit 3 - Articles of Incorporation

The Campanile Foundation

Conflict of Interest Policy Statement

WHEREAS a fiduciary relationship exists between The Campanile Foundation ("TCF") and its Directors and Officers (as defined herein), and

WHEREAS said fiduciary relationship requires all Directors and Officers to exercise their best skill and independent judgment on behalf, and for the benefit of, TCF in a loyal and faithful manner, and

WHEREAS it is in the best interests of TCF and all Directors and Officers to implement and enforce a strict policy prohibiting conflicts of interest between TCF and all Directors and Officers;

WHEREAS Title 5 Sections 42401, 42402, 42500 and Education Code Section 89900, 88906 specify the policies and procedures and the sound business practices that are in the best interest of the campus;

WHEREAS Section 4.5 of The Campanile Foundation Bylaws defines Financially Interested Directors and prohibited transactions;

NOW THEREFORE, BE IT RESOLVED by the TCF Board of Directors that TCF hereby adopts the following policy on Conflicts of Interest reflecting the above principles:

A. Policy Statement. All Directors and Officers shall conduct their personal business and private affairs to avoid any potential conflict of interest or appearance of a conflict of interest between themselves, their friends and family and TCF. All Directors and Officers shall take immediate and appropriate action to resolve any conflict of interest, which actually arises or could potentially arise. All Directors and Officers shall report to the Board of Directors any facts or circumstances, which they know, or should know, have resulted or will result in a conflict of interest, or perceived conflict of interest. The Board of Directors shall have ultimate and final responsibility for determining whether a potential or actual conflict of interest exists, and for enforcement of this policy.

B. Definitions.

- i. "Directors" means all compensated and uncompensated members of the Board of Directors of TCF.
- ii. "Officers" includes all compensated and uncompensated Officers of TCF.

- iii. "Conflict of Interest" includes all situations where the personal activities and financial affairs of the Director or Officer may adversely influence his or her judgment in the performance of his or her duties for TCF.
- iv. "Conflict of interest" also includes a relationship, transaction, other circumstance that enables, potentially enables, or appears to enable, an individual (or family and friends) to personally benefit from his/her relationship with TCF.
- v. "Conflict of interest" also includes the dissemination of information concerning a transaction that will ultimately become public that would benefit a board member, officer, or his/her friends and family earlier than the general public.

C. Avoiding Potential Conflicts. In order to avoid situations which potentially give rise to a conflict of interest, Directors and Officers shall not engage in any of the following activities, except as authorized by a prior, written resolution of the Board of Directors following full disclosure by the affected Director or Officer:

- i. Use their position as a Director or Officer, or any knowledge or information obtained there from, for personal gain;
- ii. Directly or indirectly engage in any activity (whether as director, officer, principal, employee, agent, or consultant) or directly or indirectly own an ownership interest in any entity (whether as a shareholder, member, partner or sole proprietor) which competes with the existing, planned or potential business of TCF;
- iii. Own any ownership interest either directly (whether as a shareholder, member, partner or sole proprietor) or indirectly (whether through an immediate family member, trust or other arrangement) in any entity which supplies goods or services to TCF; provided, however, that stock ownership in a publicly traded corporation shall be permitted if the ownership does not exceed five percent of the outstanding stock of the corporation;
- iv. Accept any gift of goods or services which is intended to, or which may, influence or affect the judgment of the Director or Officer concerning TCF affairs; or
- v. Engage in any other activity, or take any other action not enumerated herein where the interests of the Director or Officer may compete or conflict with the interests of TCF.

Reporting of conflicts to the University [Business & Financial Affairs] will take place as they occur and will include the management plan for handling the conflict.

D. Conflict of Interest Statement. Each year the Chair of the Board of Directors ("Chair") shall send to all Directors and Officers, a copy of the Conflict of Interest Policy Statement. All Directors and Officers shall provide a written acknowledgement of the receipt of the policy within 30 days.

E. Board Options. The Board of Directors, having the responsibility for the interpretation and enforcement of this policy, is authorized to take whatever action it deems appropriate in its sole discretion to resolve potential or actual conflicts of interest, to resolve appearances of impropriety, and to address intentional or unintentional violations of this policy including, but not limited to:

- i. Prohibiting the affected Director or Officer from participating in any TCF discussions or decisions involving the conflict of interest;
- ii. Modifying or redefining the duties and responsibilities of the affected Director or Officer; or
- iii. Requiring the resignation of the affected Director or Officer.

F. Effective Date. This policy shall become effective upon its adoption and will apply to all current and future Directors and Officers. No activity, action or state of affairs of any Director or Officer in existence at the time this policy is adopted shall be considered exempt from, or "Grandfathered," by this policy

Adopted by The Campanile Foundation Board of Directors on November 21, 2002.

Reviewed May 2018, no changes required.

EXHIBIT 2
THE CAMPANILE FOUNDATION
STATEMENT OF POLICY ON ACCUMULATION AND USE OF
PUBLIC RELATIONS FUNDS

The Campanile Foundation follows the San Diego State University Research Foundation (SDSURF) policy on the source and use of public relations funds, as inserted below.

Exhibit 2 of Operating Agreement

SDSU Research Foundation Policies and Procedures

Policy: Source and Use of Public Relations Funds Effective: July 1, 2016

I. Purpose

To provide policy guidance on the accumulation and use of funds for public relations purposes.

II. Background

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

III. Policy

The President has designated San Diego State University Foundation (SDSURF) as an authorized entity to administer non-state public relations funds for San Diego State University. These funds are referred to as Campus and Community Relations funds and are maintained and expended in accordance with SDSURF policies.

IV. Solicitation and Accumulation of Public Relation Funds

SDSURF does not solicit public relations funds. The Campus and Community Relations (CCR) fund has been established to provide a means for University officials to host guests and participate in activities that are of benefit to the University. Typical examples of use of CCR funds are hosting student groups, community members, and other individuals, as well as memberships in, or support of, organizations interested in supporting the University. Also, involvement in activities which may engender financial or other support to the University is a proper use of the fund. Normally, Campus Community Relations funds are used when it has been determined that State funds are not available for the purpose.

V. Source of Public Relations Funds

Monies for the Campus and Community Relations funds may be provided by campus auxiliaries. The Campus Community Relations Fund may also be augmented by contributions from individual, corporate, or other donors who wish to support the University. Such donations must be specifically designated for the Campus Community Relations Fund. In addition, public relations funds may be derived from other sources including auxiliary held discretionary and restricted funds.

VI. Procedure

Campus and Community Relations funds are intended for hosting and other activities involving University and non- University groups and organizations. All expenditures for public relations, regardless of source of funding, shall be expended in accordance with the SDSURF Hosting Policy.

VII. Policy Filing

SDSU Research Foundation shall file a copy of this policy with the Chancellor's Office, per the requirements of Title 5 California Code of Regulations Section 42502(i).

End of Exhibit 2

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Secretary of State
State of California

AUG 12 2013

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RESTATED ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the President and CEO and Secretary, respectively, of The Campanile Foundation, a California Corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

**Articles of Incorporation
Of
The Campanile Foundation**

Article I
Name

The name of this corporation is The Campanile Foundation.

Article II
Purpose of Corporation

- A. 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 charitable purposes.
- B. The specific purposes of this corporation are to promote and assist the San Diego State University ("SDSU"), to receive gifts, property, and funds to be used for the benefit of SDSU or any person or organization having an official relationship with SDSU. The corporation shall be an auxiliary organization of the California State University and shall conduct its operations in conformity with the provisions governing such auxiliary organizations, including, but not limited to, the California Education Code Sections 89900 *et seq.*, the California Code Regulations Title 5, Sections 42400 *et seq.*, such rules and regulations as may be established by the Board of Trustees of the California State University, and SDSU policies.

Article III
Tax-Exempt Status

- A. This corporation is organized and operated solely for the benefit of SDSU.
- B. This corporation is organized and operated exclusively for the purposes set forth in Article IIA hereof within the meaning of Internal Revenue Code Section

Approved by TCF Board June 2013

501(c)(3), or the corresponding provision of any future United States internal revenue law.

- C. Despite any other provision in these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Internal Revenue Code §501(c)(3) or the corresponding provision of any future United States internal revenue law, or (b) a corporation, contributions to which are deductible under Internal Revenue Code §170(c)(2) or the corresponding provision of any future United States internal revenue law.
- D. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of (or in opposition to) any candidate for public office.

Article IV Irrevocable Dedication and Dissolution

All corporate property is irrevocably dedicated to the purposes set forth in Article II. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals. Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining shall be distributed for the exclusive benefit of SDSU to a successor approved by the board of directors, the president of SDSU, and by the Chancellor of the California State University. Any nongovernmental successor shall be a nonprofit organization organized and operated exclusively for charitable purposes having tax exempt status under Section 501(c)(3) of the Internal Revenue Code (or corresponding provisions of any future Internal Revenue law), and has established its tax-exempt status under Revenue and Taxation Code Section 23701d (or corresponding section of any future California revenue and tax law).

Article V Amendment


These articles of incorporation may be amended only by the board of directors with the written approval of the President of SDSU.

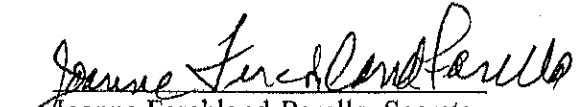
- 3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
- 4. The corporation has no members.

Approved by TCF Board June 2013

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

DATE: June 6, 2013


Mary Ruth Carleton, President and CEO


Joanne Ferchland-Parella, Secretary

[Internal Note: The historical portions of this caveat may be retained and updated on internal reproductions of the Restated Articles]

The Articles of Incorporation were originally signed August 2, 1999 and filed with the Secretary of State of the State of California on August 4, 1999. Certificate of Amendment was filed on August 29, 2005. Certificate of Amendment was filed on July 8, 2013.



I hereby certify that the foregoing transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 12 2013

mms

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State

Administration of Grants and Contracts
Addendum to Auxiliary Operating Agreement
Between Trustees of the California State University,
San Diego State University
And
The Campanile Foundation

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and The Campanile Foundation (Auxiliary) serving San Diego State University (Campus), effective from July 1, 2026 through June 30, 2036, and authorizes the Auxiliary to perform the function “7. Externally Funded Projects Including Research, Workshops, Conferences and Institutes” as specified in 5 CCR (California Code of Regulations) 42500.

With this addendum, Campus designates Auxiliary as:

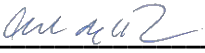
- The primary Sponsored Program Administrator (SPA) for the Campus;
- A SPA for specific types of grants and contracts for Auxiliary primary business purpose.¹
[A SPA for foundation grants and other charitable contributions made directly to The Campanile Foundation by individuals, corporations, foundations, and other donors in support of San Diego State University.]

Auxiliary will ensure that all proposals for external funding are reviewed by the President or designees to provide programmatic and fiscal written approval in accordance with CSU systemwide [Sponsored Programs Administration](#) policy (formerly EO 890).²

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

Approved:

San Diego State University




Adela de la Torre
President

06/18/2026

Date

The Campanile Foundaton


Adrienne Vargas (Jun 18, 2026 15:41:05 PDT)

Adrienne Vargas
President & CEO

06/18/2026

Date

¹ For example: certain grants may be awarded to the associated students (AS) auxiliary that directly support AS programs; or a non-profit foundation may require the grant recipient to be qualified under a particular IRS code, such as 501(c)(3) or its subsections. In either case, the auxiliary accepting the grant may choose to enter into an agreement with the Campus primary SPA for more effective grant administration.

² The Sponsored Programs Administration policy incorporates the relevant policy sections from EO890, including proposal review and approval requirements.