

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY (CSU)
AND ASSOCIATED STUDENT, CALIFORNIA STATE UNIVERSITY,
NORTHRIDGE, INC. (CSUN AS)**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and CSUN AS serving CSU Northridge. The term of this agreement shall be July 1, 2018 through June 30, 2028

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which CSUN AS 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 CSUN AS

In consideration of receiving recognition as an official CSU auxiliary organization, CSUN AS agrees, for the period covered by this agreement, that the primary function(s), which the CSUN AS is to manage, operate or administer is/are (*Check each category that applies*):

- Student Body Organization
- Student Union
- Housing
- Philanthropic
- Externally Funded Projects
- Real Property Acquisition / Real Property Development
- Commercial

In carrying out the above, the CSUN AS engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

1. Student Body Organization Programs
2. Campus Services, including but not limited to: toddler and child care programs; ticketing and box office services; recycling programs and services; transportation, and interpretive and other access services
3. Supplementary Health Services (i.e., health promotion programming; recreation sports program, to include advisement of sport clubs; and offering of CPR, first aid and other similar training, and Athletic Training)
4. Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance to students
5. Externally Funded Projects including research, institutes, and other academically-related student initiatives; and academic, career, leadership and student development workshops, conferences, and services
6. Instructionally related Programs and activities, including Athletics, Television Stations, Newspapers, Films, Transportation, Printing and other Instructionally Related Programs and Activities
7. Alumnae/i Programs
8. Gifts and custodial accounts in support of student-initiated and student organization-initiated projects, programs and services, which are consistent with the student organization's purpose and the Associated Students mission
9. Public relations, fundraising, fund management, and similar development programs

CSUN AS 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. CSUN AS 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, CSUN AS understands and agrees that CSU and CSUN AS 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 CSUN AS 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 CSUN AS to ensure that the written operating agreement is current and that the activities of CSUN AS 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.

CSUN AS 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

CSUN AS agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus rules, regulations and policies. Failure of CSUN AS to comply with any term of this agreement may result in the removal, suspension or probation of CSUN AS as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of CSUN AS' 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 CSUN AS if such appointment or employment would be incompatible, inconsistent or in conflict with his or her duties as a CSU officer or employee.

CSUN AS has established and will maintain a conflict of interest policy. The CSUN AS 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, CSUN AS may expend funds in such amount and for such purposes as are approved by CSUN AS' governing body. CSUN AS shall file, as Attachment 2 to this agreement, a statement of CSUN AS' 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

CSUN AS 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 CSUN AS. This review by the Campus CFO must be conducted prior to the CSUN AS engaging an external audit firm and annually thereafter. If the CSUN AS 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 CSUN AS 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 CSUN AS clearly communicates that it is conducting business in its own name for the benefit of Campus. All correspondence, advertisements, and other communications by CSUN AS must clearly indicate that the communication is by and from CSUN AS and not by or from CSU or Campus.

CSUN AS 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 CSUN AS 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 CSUN AS has met or is meeting the standards of quality of the Campus for use of its name, logo, seal or other symbol or mark.

CSUN AS 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. CSUN AS shall cease using the Campus name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if CSUN AS ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. CHANGE OR MODIFICATION OF CORPORATE STATUS

CSUN AS shall provide notice to the CSU upon any change in CSUN AS' 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., CSUN AS 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. CSUN AS 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, CSUN AS 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. CSUN AS 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 CSUN AS' Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §42600, establishes that upon dissolution of CSUN AS, 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*. CSUN AS agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event CSUN AS 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

CSUN AS may use those facilities identified for its use in a lease agreement executed between Campus and CSUN AS. 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.

CSUN AS and Campus may agree that CSUN AS 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. CSUN AS shall reimburse Campus for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

CSUN AS may contract with Campus for services to be performed by state employees for the benefit of CSUN AS. Any agreement must be documented in a written memorandum of understanding between CSUN AS 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) CSUN AS must clearly identify the specific services to be provided by state employee, (c) CSUN AS must specify any performance measures used by CSUN AS to measure or evaluate the level of service; (d) CSUN AS must explicitly acknowledge that CSUN AS 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 CSUN AS.

15. DISPOSITION OF NET EARNINGS

CSUN AS 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

CSUN AS 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, CSUN AS 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).

CSUN AS 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. CSUN AS agrees that it will not accept a gift that has any restriction that is unlawful.

Campus Designation of Authority to CSUN AS re: 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

CSUN AS 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 CSUN AS as an auxiliary organization.

19. INSURANCE

CSUN AS 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. CSUN AS agrees to maintain at least these minimum insurance requirements.

CSUN AS 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 CSUN AS' operations). CSUN AS 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 CSUN AS shall be addressed as follows:

Executive Director
Associated Students, CSUN, Inc.
University Student Union 100
18111 Nordhoff Street
Northridge, CA 91330-8260

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

Office of the President
University Hall 200
18111 Nordhoff Street
Northridge, CA 91330

21. AMENDMENT

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

22. RECORDS

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

23. TERMINATION

CSU may terminate this agreement upon CSUN AS' breach of or failure to comply with any term of this agreement by providing CSUN AS with a minimum of ninety (90) days advance written notice. CSUN AS 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 CSUN AS' removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for CSUN AS to use the name, resources or facilities of CSU or any of its campuses.

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

25. SEVERABILITY

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

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

Approved: 6/15/18

By *Marianne F. Harrison*
President

Executed on 6/11/18

By *D. J. Cell*
General Manager

Executed on 11/2/18

California State University
Office of the Chancellor
Contract Services and Procurement

By *[Signature]*

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE CONFLICT OF INTEREST POLICY FOR AUXILIARY ORGANIZATIONS

POLICY:

As a condition of receiving recognition as an official auxiliary organization at California State University, Northridge, the auxiliaries enter into operating agreements with the campus where they agree to maintain and operate the auxiliary in accordance with applicable regulations and policies of California State University, Northridge.

It is the policy of California State University, Northridge to require each of its auxiliary organizations to adopt a conflict of interest policy and procedure for members of their governing boards and for designated employees. Governing board members are required to complete an annual statement of compliance, and designated employees are those who hold positions requiring the filing of an annual statement of economic interests. It is the responsibility of members of a governing board and of designated employees to disclose any conflicts of interest to the appropriate executive officer or their supervisor.

Each auxiliary organization will adopt, pursuant to its own practices, the following policy and procedures related to conflict of interest.

- Members of the Governing Board of the Auxiliary:

No member of the governing board of a CSUN auxiliary organization shall be financially interested in any contract or other transaction entered into by the governing board that is not in accordance with the conflict of interest provisions set forth in Education Code Sections 89906-89909. The following contractual relations are specifically not allowed:

- A) Any contract, other than an employment contract, directly between the auxiliary and an auxiliary director;
- B) Any contract between the auxiliary and a partnership or unincorporated association in which an auxiliary director is a partner, or owner, or holder, directly or indirectly, of a proprietorship interest; and
- C) Any contract between the auxiliary and a for-profit corporation in which auxiliary director is the owner or holder, directly or indirectly, of five percent (5%) or more of the outstanding stock.

Any governing board member who has a conflict and cannot divest himself/herself of such interest as specified above in sections A, B, and C above, shall be asked to resign his/her governing board position.

To avoid other contracts or transactions entered into by the governing board of an auxiliary organization from being voided, a member of a governing board of an auxiliary organization must disclose any financial interest, which could be impacted by the action of the governing board. Under these circumstances the board member must recuse himself /herself from the action to approve such a transaction on the part of the governing board.

- Designated Employees who are Required to File Statements of Economic Interest:

Each auxiliary organization, in consultation with the California State University, Northridge, Vice President for Administration and Finance or designee, shall annually identify designated employees.

Each auxiliary organization shall require disclosure of economic interests based on the judgment of the relative decision-making authority of each designated employee. Generally, employees holding designated positions in auxiliary organizations will be required to disclose economic interests in a similar manner to that required of similarly situated university employees covered by the provisions of the Political Reform Act. Disclosure should include personal economic interests which could be significantly affected through the exercise of official duties by the designated employee.

Specific disclosure categories will be assigned to designated employees in the auxiliary organizations, in consultation with the Vice President for Administration and Finance or designee.

Employees who violate the conflict of interest disclosure provisions contained herein shall be subject to discipline by their auxiliary organization up to and including dismissal.

PROCEDURES:

Each auxiliary organization shall specify a date, at least annually, by which members of its governing board will receive and sign a statement of compliance with the provisions set forth in Education Code Sections 89906-89909. A copy of Education Code Sections 89906-89909 will be provided with the statement. The statement will require the signature of respective board members signifying they have read and understood the provisions and are not now financially interested in any contract or other transaction entered into by the auxiliary.

Designated employees who are required to file an annual statement of economic interests will file these through the executive officer of the auxiliary organization. These statements will be available upon request to the governing board and/or executive officer of the auxiliary corporation as well as any other duly authorized individual such as a university auditor. The annual filing will be made each year on or before July 1.

DEFINITIONS:

Conflict of Interest:

A conflict of interest exists in situations where there is a conflict between the private interests of a person and the official responsibilities of a person. Participating in or making decisions where a persons' economic interests, a) could reasonably be affected in a material way, or b) be affected differently than other persons with the same association with the auxiliary organization are conflicts which are prohibited.

Designated Employee:

An employee holding a position who may make or participate in making decisions which could cause a conflict of interest.

Statement of Compliance:

The annual statement received and signed by each member of an auxiliary governing board which signifies that they have read and understood the provisions set forth in Education Code Sections 89906-89909 and are not financially interested in any contract or other transaction entered into by the auxiliary.

Statement of Economic Interests:

The annual statement completed by designated employees in which they disclose economic interests. The statement contains disclosure categories which are assigned to designated employees based on judgements about the employees' decision-making authority. The disclosure categories specify the types of economic interests which must be disclosed.

REFERENCES:

California Education Code Sections 89906-89909.

Title 5 Sections 42401, 42402, 42442, and 42500 of the California Code of Regulations.

Approved by Board of Directors, Associated Students, CSUN, Inc. – May 8, 2001.

MEMO/CONFLICT OF INTEREST/AUXILIARIES/revised 04-11-01, 7-26-02

**ASSOCIATED STUDENTS, CALIFORNIA STATE UNIVERSITY, NORTHRIDGE, INC.
POLICY AND PROCEDURES ON THE ACQUISITION AND MANAGEMENT OF GRANTS AND DONATIONS**

The Associated Students (AS) Board of Directors (Senate) has approved the following policy regarding the acquisition and management of grants and donations:

**ASSOCIATED STUDENTS, CALIFORNIA STATE UNIVERSITY, NORTHRIDGE, INC.
POLICY ON THE ACQUISITION AND MANAGEMENT OF GRANTS AND DONATIONS**

The purpose of the AS Grants and Donations program is to obtain funds from external sources to assist the AS in advancing its mission. Grant and donation funds may directly enhance projects, programs and services (hereafter referred to as project), and indirectly enhance support for those projects that may not be possible using the AS fee or participant fees alone.

The AS delegates authority to the General Manager to oversee all grant and donation acquisition-related efforts and – through the General Manager – to the AS Controller to oversee all grant and donation management-related efforts.

The General Manager shall provide a report on all grant and donation activities to the Senate on a semi-annual basis (typically, in June and December).

The General Manager will oversee the development and updating of a grant and donation procedures manual which will detail the following activities:

Administrative structure for grant/donation acquisition and management

Identification of external funding sources

Authority and procedure for seeking a grant or donation

Solicitation of donations and grants

Writing the proposal

Preparing the budget

Attending to any needed certifications or external (to the AS) approvals

Acceptance and management of donations

Compliance with AS policy on conflict of interest

Compliance with any restrictions and guidelines of the grantor/donor

Acknowledgement that a grant/donation may bring with it a requirement (for example, for staff time to administer the grant /donation funding) that is not covered by the grant/donation funding

ASSOCIATED STUDENTS, CALIFORNIA STATE UNIVERSITY, NORTHRIDGE, INC.
PROCEDURES ON THE ACQUISITION AND MANAGEMENT OF GRANTS AND DONATIONS

ADMINISTRATIVE STRUCTURE

The AS Administration and AS Accounting and Financial Services departments share responsibility for the administration of externally funded activities, projects or programs (hereafter referred to as project). Often, a particular program or service department where the funded project resides (e.g., Children's Center) shall also share this responsibility. All AS staff connected to the funded project shall conform to the AS Conflict of Interest policy and other policies that may arise.

Administration

The General Manager is responsible for the activities of the Project Managers, Accounting and Financial Services and any other AS personnel involved in acquiring and managing a grant or donation. Pre-award activities are coordinated by the Assistant to the General Manager. With the General Manager and, as needed, the Human Resources Coordinator, AS Administration oversees pre-award and post-award programmatic and budgetary matters, including issuance of subcontracts. Requests for budgetary or programmatic amendments must be approved by the General Manager and the funding agency when required by award terms and conditions. Major office responsibilities include assisting staff with proposal development and submission, compliance with AS and University and grantor/donor policies and guidelines. The General Manager shall be responsible for providing oversight of the conduct of the project funded to ensure progress toward fulfillment of donation or grant requirements.

Accounting and Financial Services

The AS Accounting and Financial Services staff provides financial administration, accounting and reporting administration, expenditure processing and review, and pre-award budget preparation assistance. The AS Accounting and Financial Services staff will also determine the indirect costs to the AS if the project were to be undertaken and will track those costs over the life of the project.

Grant/Donation Project Manager

The senior staff employee responsible for the project supported by the grant or donation has direct responsibility for the proper administration of the funded project and expenditure of funds. In general, this Project Manager deals with the donor or grantor through the Assistant to the General Manager with regard to the original grant/donation proposal, project content, and budget. The Project Manager works with the AS Accounting and Financial Services office with regard to the expenditure of funds and effort for the program. The Project Manager is responsible for submitting required reports to the sponsor except for financial reports, which are submitted by the Accounting and Financial Services office. If more than one staff employee is involved in a program, the Assistant to the General Manager will develop and monitor written specification of the distribution of responsibilities among the Project Managers. The General Manager will assign the Project Manager(s) to the effort and make any changes in those assignments as needed (and as permitted by the donor/grantor).

GRANT AND DONATION APPLICATIONS OR SOLICITATIONS

Authorship of Grant Applications and Donation Solicitations. Any staff employee, student employee, or member of the Board of Directors (Senate) may wish to apply in the name of the AS to agencies of the Federal, State and local government, private industry, private and public foundations, individuals or corporations for grants and donations.

Approval of Grant/Donation Applications. All applications must be submitted to AS Administration for

review so that the AS can:

- avoid competing requests to the same source;
- determine that the goals of the project (hereafter referred to as project) can be achieved with the resources sought;
- ensure sufficient and proper infrastructure support for the management of the project or program and of the donation or grant itself, and
- determine that the program is consonant with the mission and strategic plan of the organization.

The General Manager will conduct this review in consultation with the other Corporate officers, the Controller and the Office of the Vice President for Student Affairs.

REVIEW OF APPLICATIONS

A Grant or Donation Request Form containing the signatures of the Project Manager must accompany all proposals submitted for internal review. The signors attest to the items listed below. The Project Manager, in so doing, attests that the proposed project can be achieved in accordance with the narrative and budget of the application and will allow time for the Project Manager to complete her or his other duties as assigned.

COSTS

There are two types of costs associated with projects: those directly assignable to the specific project and those indirectly incurred for the general support and management of the project. These two types of costs are commonly referred to as direct and indirect costs.

Direct costs are those expenses that have been incurred solely for work on the project or activity and that can be identified specifically with such. Typical costs include salaries, fringe benefits, supplies, travel, and equipment. Indirect costs are incurred primarily for necessary supporting administrative and service functions related to the project. Indirect costs are often computed as a percentage of a project's total direct costs, or as some component of the direct costs (referred to as modified total direct costs).

The AS shall be cognizant in its review of proposals that a realistic and acceptable level of indirect costs can be accommodated either as external-to-the-project overhead (funded or unfunded) or through explicit funding within the proposal. The AS shall always strive to keep indirect costs as low as is financially and managerially feasible, recognizing that some donors and grantor will not permit funding of indirect costs.

USES OF FUNDING

Except where the terms and conditions of a grant or donation differ from the AS Budget Language (Finance Policy), all regulations and procedures of the AS Budget Language and the Accounting Manual will govern all transactions of the funded program. Where the language of the donation or grant differs from or conflicts with AS policy and procedures, the General Manager will make the determination as to how to interpret the extant decision, in consultation with the other Officers, the Controller and the Project Manager.

The AS shall provide fiscal and other reports of expenditures to the granting agency, the Project Manager and, if required by law, to governmental agencies. Fiscal information and reports may be provided to other persons only as required by law, regulation or policy. All expenditures must be properly documented. The AS monitors expenditures to insure compliance with funding agency, University, State and AS policies.

PROPERTY PURCHASED WITH GRANT OR DONATION FUNDS

Established procedures for tracking and managing fixed assets which are funded through grants, or

donations are outlined in the AS Asset Management procedure.

POLICY ON INTELLECTUAL AND WORK PROPERTY

The AS shall apply its Work and Intellectual Property policy to any activities funded through a grant or donation.

RECORD RETENTION

AS maintains grant and donation records in consonance with its Record Retention policy, typically four years beyond the expiration of the project unless otherwise required by the funding agency.

APPENDIX ONE. GRANT OR DONATION REQUEST FORM

Date:

Program Area:

Primary Project Manager:

Portion of time of Project Manager required to execute the funded program:

Portion of time of the Project Manager required to administer the grant or donation (including grantor/donor relations):

Secondary Project Manager:

Portion of time of Secondary Project Manager required to execute the funded program:

Portion of time of the Secondary Project Manager required to administer the grant or donation (including grantor/donor relations):

Deadline for submission of proposal:

Name, address and contact information for grantor/donor:

Outcome of proposed project:

Brief description of proposed project

Duration of project:

Are there any conditions attached to this grant/donation offer (e.g., acknowledgement, restrictions on use, cost matching, etc.):

Source(s) of funding after completion of project (if applicable):

Estimated costs to AS in administering the grant/donation and project in terms of staff time, use of equipment or other physical resources, and actual expenditures:

Project Manager's proposal for what activity will be altered, postponed or forfeited if the project is funded (What will be have to be let go of, if we do this instead?):