

Non-Federal Fixed Price Subaward Agreement

Institution/Organization ("Prime Recipient") Name: Trustees of the California State University Address: Sponsored Programs Administration 401 Golden Shore, 5 th Floor Long Beach, CA 90802			Institution/Organization ("Subrecipient") Name: Chabot-Las Positas Community College District Address: 7600 Dublin Blvd, 3 rd Floor Dublin, CA, 94568		
Prime Award No. 21-06646			EIN No.: 94-1670563 Subaward No. X0179121-CPCCD		
Awarding Agency College Futures Foundation			Amount Funded this Action \$12,000		
Subaward Period of Performance Budget Period: 9/24/21 9/30/22			If incrementally funded – Estimated Project Period:		
Project Title: Program Pathways Mapper					
Check here if applicable: <input type="checkbox"/> Reporting Requirements [Attachment 4]			<input type="checkbox"/> Cost Sharing [Attachment 5]		

Terms and Conditions

- 1) Prime Recipient hereby awards a fixed price subaward, as described above, to Subrecipient. The statement of work and budget for this Subaward are as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the deliverable completed and milestone payment amount, Subaward number, and certification. Invoices that do not reference Prime Recipient Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, as shown in Attachment 3.
- 3) A final invoice, marked "FINAL," must be submitted to Prime Recipient's Financial Contact, as shown in Attachment 3, NOT LATER THAN **60 days** after the Budget Period end date. Prime Recipient shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.
- 4) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Technical reports are required as shown in Attachment 4.
- 5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 6) The Prime Recipient may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. This section does not supersede the indemnification provision in the current Auxiliary Operating Agreement executed by the Prime Recipient and/or Subrecipient.
- 8) Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3. Prime Recipient shall pay Subrecipient for termination costs that result from uncancellable obligations that were properly incurred for allowable expenditures by the non-Federal entity prior to receiving the notice of termination.
- 9) By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Non-Federal Award, including the appropriate Terms and Conditions of the Non-Federal Awarding Entity, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of PRIME RECIPIENT:		By an Authorized Official of SUBRECIPIENT:	
Melissa Mullen Director, Sponsored Programs	Date	Jonah Nicholas Vice Chancellor	Date

**Attachment 1
Subaward Agreement**

Debarment, Suspension, and Other Responsibility Matters (2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 180.

Audit and Access to Records

Audit: Subrecipient certifies that it will provide notice of any adverse findings that impact this Subaward and will provide access to records as required in this section. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Access to Records: The PTE and prime sponsor and any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

Expiration of Right of Access: The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Flow Down to Subrecipients

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

**Attachment 2
Subaward Agreement**

Refer to attached grant agreement for Prime Sponsor Terms and Conditions, which is incorporated by reference.

**Attachment 3
Subaward Agreement**

Prime Recipient Contacts	Subrecipient Contacts
<p>Administrative Contact</p> <p>Name: Ana Aguirre Manager, Pre-Award Development</p> <p>Address: CSU Office of the Chancellor 401 Golden Shore Long Beach, CA 90802</p> <p>Telephone: (562) 951-4320</p> <p>Email: solivas@calstate.edu</p>	<p>Administrative Contact</p> <p>Name: Estella Sanchez</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5278</p> <p>Email: esanchez@clpccd.org</p>
<p>Principal Investigator</p> <p>Name: Chenoa Woods, PhD</p> <p>Address: Academic Success & Inclusive Excellence CSU Office of the Chancellor 401 Golden Shore Long Beach, CA 90802</p> <p>Telephone: (562) 951-4152</p> <p>Email: cswoods@calstate.edu</p>	<p>Principal Investigator</p> <p>Name: Theresa Fleischer Rowland</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5244</p> <p>Email: trowland@clpccd.org</p>
<p>Financial Contact</p> <p>Name: Lorraine Fergins Sponsored Programs Analyst</p> <p>Address: CSU Office of the Chancellor 401 Golden Shore, 5th Floor Long Beach, CA 90802</p> <p>Telephone: (562) 951-4589</p> <p>Email: lfergins@calstate.edu</p>	<p>Financial Contact</p> <p>Name: Daniela Ballif</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5231</p> <p>Email: dballif@clpccd.org</p>
<p>Authorized Official</p> <p>Name: Melissa Mullen Director, Sponsored Programs</p> <p>Address: CSU Office of the Chancellor 401 Golden Shore, 5th Floor Long Beach, CA 90802</p> <p>Telephone: (562) 951-8452</p> <p>Email: mmullen@calstate.edu</p>	<p>Authorized Official</p> <p>Name: Jonah Nicholas</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5253</p> <p>Email: jnicholas@clpccd.org</p>

**Attachment 4
Subaward Agreement
Reporting Requirements**

Prime Recipient will check all that apply. By signing this Subaward Agreement, Subrecipient agrees to reporting requirements checked below:

- A Final technical/progress report will be submitted to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 within 30 days after the end of the period of performance.
- Quarterly technical/progress report will be submitted to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 within 30 days after the end of each project quarter.
- Annual technical/progress report will be submitted 30 days before the end of the budget period to the Prime Recipient's Principal Investigator Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, and if applicable: any updates for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval.
- Monthly technical/progress report will be submitted to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 within 30 days after the end of the month.
- A certificate of completion will be submitted within 90 days after the end of the period of performance (or project completion, whichever is first) to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 (for Fixed Price Subawards only).

Other Special Reporting Requirements

Attachment 5
Statement of Work (SOW); Cost Sharing; Budget

Statement of Work

Below; or Attached - _____ pages

All student entering the CSU or a community college need a clear roadmap to their degree, and the purpose of this project is to increase the number of students utilizing digital degree maps from enrollment through graduation. In support of the Graduation Initiative 2025 goal to increase graduation rates for all students, this project aims to digitize degree maps across and between systems, capitalize on the success of the Associates Degree for Transfer (ADT) program, and advance the explicit goals of improving partnerships between the California Community Colleges (CCC) and the CSU.

Campuses will map 2 + 2 maps with their CSU partner (CSU East Bay) to clarify and facilitate the transfer process. Over the course of the 2021-22 academic year, the goal of the project is to empower and equip faculty and counselors/advisors with the structure and technical tools to improve “on-path percentage” – the percentage of courses in which students enroll that are on their degree map. This project will clarify the course sequence and requirements for a particular degree program from beginning to end.

Cost Sharing:	<input type="checkbox"/> Yes – Amount \$	<input checked="" type="checkbox"/> No
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Budget & Milestone Information

Below; or Attached - _____ pages

Activity	Deliverable	Payment
Opening session and first partnership meeting: The campuses will be onboarded to the project by attending the opening session and holding the first meeting with the CSU partner.	First update form submitted to CSUCO	\$2,000
Map 10 ADTs into templates: The partnership will map 10 ADTs.	10 maps in templates submitted to CSUCO List of faculty/staff participants submitted	<ul style="list-style-type: none"> • \$2,000 paid upon receipt of 10 maps from Chabot College • \$2,000 paid upon receipt of 10 maps from Las Positas College
Publish maps: Publish maps of 10 ADTs to links that are live and publicly accessible.	Live links to 10 maps submitted to CSUCO	<ul style="list-style-type: none"> • \$3,000 paid upon receipt of 10 maps from Chabot College • \$3,000 paid upon receipt of 10 maps from Las Positas College

GRANT AGREEMENT

This grant from **College Futures Foundation (the “Foundation”)** to **California State University Foundation (“Grantee”)** is to be used only for the purposes described below and is subject to Grantee acceptance of the conditions specified below.

Grant Amount: \$1,600,000

Grant Number: 21-06646

Grant Period: November 1, 2021 - October 31, 2023

Grant Purpose: To support the next phase of Graduation Initiative 2025.

Outcomes and Milestones:

Outcome 1: Students will demonstrate a higher “on-path percentage” (i.e., the percent of classes that students enroll in that are in their degree maps, will increase) as they progress to graduation.
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Outcome 2: Equity gaps in graduation rates will decrease substantially year over year.
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Outcome 3: Use of real-time data by staff and faculty concerning student progress and outcomes will increase so that mid-semester and end-of-term academic and social/emotional supports can be implemented as needed.
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Outcome 4: Faculty engagement and commitment to innovative, progressive student success initiatives will increase.
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Milestone 1: By January 2022, Phase II of digitizing degree maps will launch with two areas of focus: mapping four-year programs at the CSU and mapping ADTs with CCC partners.

Milestone 2: By March 2022, CSU Fullerton will share their data dashboards with a large group of interested campuses via a meeting, convening, or webinar.
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Milestone 3: By May 2022, the CSU will have launched the CREATE program by administering the RFP, establishing a selection committee, and selecting grant recipients.

Milestone 4: By October 2022, launch a website and virtual community to support existing collaborations working to improve equitable math outcomes.

Milestone 5: By January 2023, the CREATE grant recipients will have begun the innovative work and the Office of the Chancellor will receive an interim report on project progress.
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Milestone 6: By September 2023, Phase III of digitizing degree maps will launch with two areas of focus: mapping four-year programs at the CSU and mapping ADTs with CCC partners.
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Milestone 7: By October 2023, the CSU will host a systemwide convening to showcase campuses’ data dashboards and share how the dashboards have impacted student success.
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Payments:

Scheduled Payment Date	Amount
10/22/2021	\$930,000
10/28/2022	\$670,000
Payments Total	\$1,600,000

The first payment is pending receipt of an executed grant agreement. The Foundation reserves the right to adjust this payment schedule upon 15 days written notice to Grantee.

Reporting:

Date Due	Report Type
10/7/2022	Interim Narrative and Financial Report
11/30/2023	Final Narrative and Financial Report

All financial reports must account for the use of the Foundation's grant funds against the agreed upon budget (Attachment A). Grantee is required to submit narrative and financial reports through the Foundation's online grantee portal.

The Foundation reporting requirements and instructions are available online at <http://collegefutures.org/our-grantees/for-grantees/grant-reporting/>. The Foundation may amend its reporting requirements from time to time. Such changes will be reflected online at the aforementioned address. Grantee is responsible for checking the Foundation's website for current requirements at the time a report is submitted and when data is collected. Data must be disaggregated by gender, race and gender and race combined for all Foundation grant-funded work where any student outcomes data is being collected or analyzed.

Failure to submit any required report before the deadline or failure to use the grant funds for the purpose described in this agreement could result in delay or cancellation of remaining payments of this grant, or may make Grantee ineligible for future grants from the Foundation.

I. EXPENDITURE OF GRANT FUNDS

This grant (together with any income earned upon investment of grant funds) is for the purpose outlined in this agreement and may not be expended for any other purpose without the Foundation's prior written approval. Grantee must submit a written request in advance if it wishes to change the purpose, terms, or allocation of grant funds, or to extend the spending deadline.

FINANCIAL RECORDS: Grantee shall treat the grant funds (together with any income earned upon investment of grant funds) as restricted assets and shall maintain books to show the grant funds separately.

COMPLIANCE WITH CODE SECTION 501(c)(3): Grantee may not expend any grant funds in a manner inconsistent with Code Section 501(c)(3), including influencing the outcome of any specific election for candidates to public office, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur. Grantee shall not knowingly use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations.

LOBBYING: This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive activity, and the Foundation and Grantee have made no agreement, oral or written, to that effect. Any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of the Foundation. By signing the grant

agreement, Grantee hereby affirms that the project's budget, submitted as part of the grant proposal, accurately reflects Grantee's present intentions regarding anticipated levels of lobbying and non-lobbying expenditures for the project.

FURTHER RESTRICTIONS: No part of the funds provided by the Foundation's grant may be used to pay for any compensation or benefits of College Futures Foundation staff or board members. For the term of this grant, please monitor collegefutures.org/about for listings of staff and board relative to the use of funds restriction. Children or other close relatives of Grantee program employees or board members may not be considered for scholarships, stipends or payments from funds provided by the Foundation's grant under any circumstances, even if the related employee or board member is not part of the selection process. They remain ineligible for one year after the related individual terminates his/her employment or board service for the grantee program.

II. DISCRETION AND CONTROL

With respect to any sub-grantee(s) or contractor(s) that are entities, Grantee will retain complete discretion and control over, and shall act completely independently of the Foundation with respect to, their selection; The Foundation and Grantee acknowledge that the Foundation has not earmarked grant funds to any such sub-grantee or contractor, and there is no agreement, written or oral, by which the Foundation may cause Grantee to choose any such sub-grantee or contractor.

With respect to any sub-grantee(s) or contractor(s) that are individuals, Grantee shall control the process of their selection and the parties acknowledge and agree that the project shall be undertaken under Grantee's supervision.

III. NO ASSIGNMENT OR DELEGATION

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this grant without prior written approval from the Foundation.

IV. ANTI-DISCRIMINATION

Grantee program must not discriminate on the basis of race, religion, or any other legally protected classification.

V. RECORDS

Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall be required to maintain complete and accurate financial records with respect to this grant, along with any other information reasonably requested by the Foundation and copies of any reports submitted to the Foundation, for at least three years following the year in which all grant funds are fully expended.

VI. ACCESS TO RECORDS

Grantee will permit the Foundation and its representatives, at the Foundation's request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

VII. TAX-EXEMPT STATUS

Grantee represents and warrants that it is one of the following: (a) a nonprofit organization currently recognized by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code") and a public charity under section 509(a)(1), (2), or (3) of the Code; (b) a governmental unit referred to in Section 170(c)(1) of the Code; or (c) a college or university that is an agency or instrumentality of a government or

political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code, and is not a private foundation.

Grantee represents and warrants that if it is a public charity under Code Section 509(a)(3), that it is a Type I supporting organization, and that no disqualified person to the Foundation controls Grantee or any of Grantee's supported organizations.

Grantee represents that it is unaware of any issue or fact likely to result in any changes to the Grantee's tax-exempt status under Sections 501(c)(3) or public charity status. Grantee shall provide the Foundation with prompt written notification of any changes in its tax-exempt or public charity status.

Grantee represents that it has a Board of Directors or other elected or appointed governing body that represents the public interest and has ultimate responsibility to oversee Grantee's financial transactions and programmatic activities.

VIII. COMPLIANCE WITH LAW

The Foundation and Grantee agree to abide by all applicable Federal, State, and local laws, rules, regulations, and ordinances in the performance of this agreement.

IX. INDEMNIFICATION

Grantee shall defend, indemnify, and hold the Foundation, its officers, its directors, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the Grantee, its officers, agents, or employees.

College Futures Foundation shall defend, indemnify, and hold the Grantee, its officers, its directors, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Foundation, its officers, agents, or employees.

Grantee certifies, to the best of its knowledge and belief, it has complied, and will remain in compliance, with all laws, statutes and regulations relating to privacy and data security to the extent they apply to the Grantee, including (but not limited to) the Family Educational Records and Privacy Act (FERPA), the California Financial Information Privacy Act, and the Gramm-Leach-Bliley Act, including any requirements under those acts to obtain necessary consents for information transfer.

X. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any incidental, special, or consequential damages, including loss of income, profits, revenue or business interruption, or cost of substitute services, or other economic loss, whether or not such party has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, warranty, tort (including negligence and strict liability) or otherwise.

XI. USE OF NAME

Grantee shall submit in advance to the Foundation via email to Regan Douglass, Communications Officer, at rdouglass@collegefutures.org, for review and revision at the sole discretion of the Foundation, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual

reports or tax returns. Such review and revision at Foundation's sole discretion is limited to a review of the use of the Foundation's name and in no way shall be interpreted to allow editorial rights by the Foundation of Grantee's work supported by this grant. The Foundation may include information on the grant in its periodic public reports, its website, and other Foundation communications describing its programs and grants. Neither party shall otherwise use the name, trade name, trademark or other designation of the other party or its affiliates without the prior written permission of the other party.

XII. PUBLICATIONS OR LICENSES

Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time and will be communicated via email by program or communications staff. In furtherance of the Foundation's charitable purposes, Grantee shall grant to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

XIII. REQUIRED NOTIFICATION

Grantee is required to provide the Foundation with prompt written notification of: (1) its inability to expend the grant for the purposes described in this agreement; or (2) any expenditure from this grant made for any purpose other than those described in this agreement.

Grantee will also notify the Foundation in writing promptly of: any anticipated or actual changes in Grantee's leadership of the program or project supported under this agreement, regardless of title; any key personnel identified either in the Proposal or this Agreement; and any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that the Foundation may terminate the Agreement in accordance with the "Termination" section of this Agreement based on any changes in: Grantee's leadership of the program or project supported under this agreement, regardless of title; key personnel identified either in the Proposal or this Agreement; or any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement that are individuals, provided that any of the preceding are no longer able to work on the project, the Grantee has put forth a good faith effort to replace such personnel, and a suitable replacement has not been found within 60 days of such change, that meets the Foundation's criteria to fulfill the objectives of the program or project supported under this agreement. However, such criteria will be based solely on demonstrated experience, knowledge, and skill, and shall not be based, in part or whole, on citizenship, gender, race, ethnicity, sexual orientation, religious beliefs, or any other protected class.

XIV. REMEDIES

If the Foundation determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of the agreement, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this grant agreement, and the Foundation upon demand shall receive the return of all grant funds not properly spent or committed to third parties, which Grantee shall promptly repay to the Foundation in accordance with the "Termination" section of this Agreement.

XV. TERMINATION

At any time the Foundation or Grantee may terminate this Agreement by providing a thirty (30) days prior written notice to the other Party. Upon the giving of notice of termination by either Party, Grantee shall exert its reasonable efforts to limit or to terminate any outstanding financial commitments. The Foundation shall reimburse Grantee for all allowable costs incurred by it for the research project, including without limitation all uncancellable obligations. Grantee shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse Foundation for funds which may have been advanced in excess of total costs incurred .


XVI. GENERAL

The agreement and all matters arising out of or relating to them shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal action or proceeding relating to the agreement shall be brought exclusively in the state or federal courts located in California. Grantee and the Foundation hereby agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding. The failure of the Foundation to exercise any of its rights under the agreement shall not be deemed to be a waiver of such rights. Except as expressly set forth in the agreement, the exercise of any remedy will be without prejudice to other remedies available. In the event any provision of the agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Nothing in the agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Nothing in the agreement, or any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation to make any other grant or contribution to Grantee or any other person. The agreement (which term includes all documents incorporated by reference thereto) shall constitute the complete and exclusive agreement between the parties concerning its subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of the agreement.

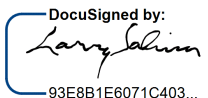
ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions are hereby accepted and agreed to as of the date specified.

College Futures Foundation:

By:  Date: 9/28/2021
Elizabeth González
Chief Program and Strategy Officer

Accepted on behalf of California State University Foundation by:

 Date: 10/4/2021
Authorized signature
Larry Salinas
Name
Interim Vice Chancellor
Title