

Program Number _____
(Determined by Foundation)

Cal Poly Pomona Foundation Foundation Program Agreement

This agreement is used to authorize the establishment of a new project for programs and activities and other non-philanthropic grant/contract funds as listed in the "Type of Program" section below in compliance with Executive Order #1059 and ICSUAM Policy #13860.00. This agreement is not to be used for submission of proposals that will result in the receipt of a non-philanthropic grant or contract.

PROGRAM TITLE (30 Characters only including space) _____

COLLEGE/DIVISION _____ **DEPARTMENT** _____

Are there any licenses required to accomplish this program? If YES, type License # here: _____

TYPE OF PROGRAM* (If necessary, contact Foundation Internal Managers to access financial reports)

- Foundation Program (08) Agriculture-Aid-to-Instruction (05) Continued Education Workshop/Clinic (10)
 Designated/Reserve Program (03) Capital Improvement Holding (08)

ATTACHMENTS/DOCUMENTATION must be included with the submission of this Agreement i.e. funding proposal/award letter, agreement, correspondence, memo of Understanding (MOU's), etc., to be used for future reference in administering this program.

LOCATION If off-Campus, type address here: _____

PURPOSE/GOAL OF PROGRAM (State the Objective) _____

BENEFIT OF PROGRAM (Explain the educational benefit) _____

SOURCE OF ANTICIPATED FUNDING** (**Required:** Please check the appropriate box and/or describe the anticipated sources of funding & estimated dollar amount)

Please specify: \$ _____ (Excludes State General Funds, self-supporting funds except for reimbursements of allowable expenses)
Estimated Annual Budget

Sales A501 (type) _____
(Fees Collected from CPP matriculated & CEU students may not be deposited in the Foundation unless they are from non-credit courses)

Interest Income A503 _____

Indirect Cost Recovery A504 _____

Program Fees A501 _____

If Scholarships are received via Credit Card, related bank fees are to be charged to the Program #.

Other A507 (specify) _____

Dues/Memberships A508 _____

HOW FUNDS WILL BE SECURED

Please check if funds (i.e. checks or currency) received by this program may be held overnight and deposited with the Foundation the next business day. If so, indicate what department has custody of the vault where the funds will be held overnight _____

Please check if credit card payments will be accepted. If so, training is required per Payment Card Industry Standards and Data Security Standards, please see the Foundation's Policy for Accepting Payment (Credit) Card and E-commerce for further details.

USE OF UNIVERSITY FACILITIES/SPACE AND/OR TIME AND EFFORT

If applicable, in the event that facilities of the University are used for any purpose by this program then the AS is responsible on an annual basis to request an invoice from the University to reimburse for the use of the facilities/space and or time and effort from this program, please provide a brief description _____

DISPOSITION OF FUNDS*:**

It is not acceptable for a program to become negative. Negative balances must be resolved immediately. If the Program is terminated, any overdrawn balance will be covered by: (explanation here)

The Authorized Signer (AS) assures, that all sources of funds and expenditures of this program or activity will be for the purpose described, for which Cal Poly Pomona Foundation (CPPF) agrees to monitor and enforce these terms and conditions. All property or equipment purchased from this program or activity shall become the property of the University except for that property or equipment that will remain the CPPF's. In the event the program or activity terminates, the funds will be transferred as indicated under the disposition of funds in this agreement. *The parties acknowledge in this written agreement or any attachments thereto, they have identified any known or potential applicable special limitations, restrictions, types of investments, legal obligations, fiscal liabilities, fiduciary responsibilities, assessment of options, associated risks and rewards and/or dispositions of funds exist and in consideration for the Foundation accepting responsibility and receiving proprietorship over this activity or program. In entering this agreement, the University finds this program or activity important to the mission of the University is more effectively accomplished by the use of the Foundation rather than the usual state procedures.*

Primary Authorized Signer

_____ Date: _____
 Department Chair Printed Name

Authorized Signer

_____ Date: _____
 Dean/Director Printed Name

Authorized Signer

_____ Date: _____
 Associate Dean/Associate VP Printed Name

Authorized Signer

_____ Date: _____

REVIEWED AND APPROVED BY

 Provost/Vice President (required) Date Director, Financial Services/Chief Financial Officer (required) Date

 Foundation Internal Manager (required) Date Vice President of Administrative Affairs (required) Date

Foundation Use Only:		Dept:	Summary:		Supplementary Part 1:
Fund:	Function:	Division:	Officer:	Special:	Agency : REST or UNREST

FOUNDATION ADMINISTRATIVE FEES AND INTEREST EARNED PER POLICY # 133

- 4.5% administrative fee for all revenues for Continued Education Workshop/Clinic Programs. No interest is earned on these programs.

OTHER FOUNDATION ADMINISTRATIVE FEES

- 4.0% administrative fee for all revenues for Agricultural-Aid-to-Instruction. No interest is earned on these programs.

COMPLETION PROCEDURES FOR FOUNDATION PROGRAM AGREEMENT

Please read and agree to the terms and conditions of Executive Order # 1059 and ICSUAM Policy # 13680.00 and this Foundation Program Agreement (Agreement) before filling it out. If you need assistance completing this Agreement please contact your College/Division's Internal Manager within the Foundation. **This is a binding agreement** between the Authorized Signer (AS) and Cal Poly Pomona Foundation (Foundation). This Agreement is a generic Agreement meant to serve many different kinds of programs. If you have more precise information (i.e. correspondence, wills, bequests, board authorization or other criteria) please attach the documents. If you feel the information required on this Agreement does not pertain to your

*Type of Program and Fees Charged

Foundation Program - A program used to benefit the educational mission of the Foundation as defined by respective statutes, executive orders, CSU Board of Trustee guidelines, and Foundation policy. Sources of income are restricted to items which benefit the educational mission of the Foundation and include income derived from contributions, investment income and exchange transactions (i.e. program fees, ticket sales, conference fees, workshops, donations, etc.). Disbursements are restricted to the purposes for which the Foundation program account was established. This account must maintain a positive cash balance at all times.

Designated/Reserve Program – Designated/Reserve program are funds so designated by the Board of Directors of the Foundation for purposes as directed by the AS. No fees will be charged on these programs.

Agricultural-Aid-to-Instruction – A program for students to gain actual hands on experience through agricultural venues augmenting the college experience that benefits the campus community and the public market place. These programs require an annual budget to be submitted for Foundation Board approval. This program is charged an administrative fee of 4.0% for all revenues. This program does not earn interest.

Capital Improvement Holding – This is a holding account ONLY for deposit of major gifts for major building programs, capital improvements of facilities, and start-up costs for furniture and equipment.

Continued Education Workshop/Clinic Program - A program with activities for which fees are charged for non-credit workshops, training programs, materials, etc. or specialized services, courses or clinics. These programs require an annual budget to be submitted for Foundation Board approval. In addition, a memo of understanding must be attached to this agreement explaining the purpose of the non-credit program. Administrative fees of 4.5% of revenue are charged. This program does not earn interest. Fees defined as State Funds cannot be deposited in the Foundation.

****Source of Funding** Please check the box(s) that are appropriate. If the source of funding is sales, please specify what will be sold. If the source is Program Fees, please specify what they are for and who will be paying them. If there are other types of income, please be specific about how the funds are provided (i.e. the source of funds). These types of categories become the basis for determining allowability of revenues. The Internal Manager reviews all revenues and inter-departmental transactions for allowability to ensure the funds are for the purposes described in the Foundation Program Agreement in compliance with ICSUAM 13680.00.

*****Disposition of Funds** Please provide information from the AS as to how any funds remaining in the program are to be distributed or any overdrawn balance to be covered, subsequent to termination or dissolution of the program.

Indicate Any Known or Potential Special Limitations, Restrictions, Types of Investments, Legal Obligations, Fiscal Liabilities, Fiduciary Responsibilities, Options, Risks, Rewards and/or Disposition of Funds If there are any limitations, restrictions, types of investments, Legal Obligations, Fiscal Liabilities, Fiduciary Responsibilities, Options, Risks, Rewards and/or disposition of the fund, they should be clearly documented. If additional documentation is needed, please attach them to the Agreement. This information will be used to determine allowability of revenues, transfers, expenditures, investments and disposition of funds.

Primary Authorized Signer(s) The AS is the designated program operator and must be an employee of the University and/or the Foundation. In the event that the AS transfers, leaves or resigns from the University and/or the Foundation during the term of this agreement, the Foundation should be notified in writing by completing a "Request for Account Change" form with the new Authorized Signer's name, title and signature. See Request for Account Change form for further details.

The Agreement is between the AS, University and the Foundation. Please be sure all the information on the Agreement is correct, that all attachments are correct and accounted for and all the information printed on this Agreement is understood. The Foundation requires at least two (2) Authorized Signers on the program, one being the Primary Authorized Signer and the other the Dean or Vice President.

The Agreement must be approved by the Vice President of Administrative Affairs as delegated in writing by the President to implement and exercise the provisions of Executive Order # 1059 subject to the conditions expressed therein, Division Vice President, Foundation Chief Financial Officer, and the Dean (if applicable). In addition, the following may sign: 1) the Department Chair (if applicable); 2) the AAM/Internal Manager (if applicable); and 3) Associate Vice President (if applicable). Once the Agreement has been approved, the program is set up in the Foundation's computer system and a copy of the Agreement is sent to the AS and the AAM. After the AS has received the completed and approved Agreement, he/she can begin using the program.