

Memorandum of Understanding

Between

SAN JOSÉ STATE UNIVERSITY AND TOWER FOUNDATION OF SAN JOSE STATE UNIVERISTY

This Memorandum of Understanding (the "MOU") is entered into by and between San José State University ("University" or "SJSU"), and Tower Foundation of San Jose State University ("Tower"), collectively (the "parties") and is effective as of October 1, 2020 (the "Effective Date").

1. Purpose

University to fulfill specific business and financial services on Tower's behalf, as identified and requested by Tower.

2. Scope of Work

University agrees to provide Tower with a range of support services. At the outset, contracts, procurement and payment services were identified, but further services may be added via written, mutual agreement by the parties.

The services to be provided under this MOU shall be administered and performed in conformity with Tower's Articles of Incorporation, policies and procedures, and as is permitted by University and applicable CSU policies and procedures, and in conformity with applicable Education Code, statutes, and federal and State laws and regulations.

Tower shall be responsible for verifying and maintaining the availability of funds associated with the payment or procurement requests entered by campus departments with Tower Funds. Should the issue of insufficient funds associated with a transaction arise, Tower shall be responsible for interfacing with applicable campus departments to troubleshoot and ultimately remedy the issue.

3. Fee for Services

Tower shall be billed in monthly installments. Since this is a new arrangement, fees will be determined after the first 90 days to determine volume and effort. University will establish a rate consistent with [CSU's Cost Allocation Policy](#) and share the details with Tower. Monthly installments will be processed via journal entry created by the University. The annual Cost Allocation Plan document will serve as University's authorization to complete the transaction.

Any incidental, consequential or necessary costs reasonably associated with implementation of the services including software fees, licensing agreements, additional insurance purchases, supplies etc. that are to be provided for other than compensation for employees, shall be at the sole expense and cost of Tower.

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4. Term and Termination

This MOU shall commence on the date of full execution and continue unless otherwise terminated by either party, via written notice. Notwithstanding this provision, termination of this MOU shall not end any obligations or duties as set forth herein in Section 7 or 8.

5. Amendments

The Parties may amend or modify the terms and conditions of this MOU, by a signed writing.

6. Confidentiality of Data

To the extent this MOU presents the opportunity for access by either party to the other's confidential data including but not limited to personal identification data of employees, actors, agents, students, directors, contractors, 1099s, vendors, subcontractors, applicants, minors and/or any other person or legal entity, the other party agrees to protect and maintain confidentiality of such data to the fullest extent as required by State and/or Federal Law.

Otherwise, both parties acknowledge and are aware that disclosure of records, documents and materials may be required of the others as part of or incidental to a public records request. Said information can be provided without any prior written consent or notification to the other.

7. Document Retention

For all documents that are executed, created, or drafted incidental to or during and in the course and scope of executing the requirements as set forth in this MOU shall be maintained in accordance with the minimum requirements of either respective party's record keeping requirements. For any public records request, the party keeping the records shall provide the records through University Public Records Act Coordinator.

8. Notices/Representatives

Notices under this MOU shall be considered to be given if delivered by first class mail or email to the Parties administrative representatives at the following addresses:

To University:

Marna Genes
Senior Associate Vice President,
Finance & Business Services
San José State University
One Washington Square
San Jose, CA 95192

Sara Bonakdar
Director, Strategic Sourcing
San José State University
One Washington Square
San Jose, CA 95192

To Tower:

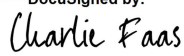
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Theresa Davis
CEO, Tower Foundation of San Jose
State University
San José State University
One Washington Square

San Jose, CA 95192

This MOU becomes binding only upon signature by both parties and the delivery of fully signed copies to each party.

FOR UNIVERSITY:

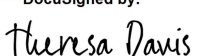
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Charlie Faas

Vice President/CFO,
Administration & Finance

SAN JOSE STATE UNIVERSITY

FOR TOWER FOUNDATION:

DocuSigned by:

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Theresa Davis

CEO

TOWER FOUNDATION OF SAN JOSE STATE
UNIVERSITY