

Attachment 1
CSU Campus Auxiliary Organizations
Authorized to Accept and Administer Grants & Contracts on Behalf of the University¹

1. California State University, Bakersfield Auxiliary for Sponsored Programs Administration
2. The CSU, Chico Research Foundation
3. California State University, Dominguez Hills Foundation
4. California State University, East Bay Foundation, Inc.
5. California State University, Fresno Foundation
6. CSU Fullerton Auxiliary Services Corporation
7. Humboldt State University Sponsored Programs Foundation
8. California State University, Long Beach Research Foundation
9. Cal State LA University Auxiliary Services, Inc.
10. University Corporation at Monterey Bay
11. The University Corporation (CSU Northridge)
12. Cal Poly Pomona Foundation, Inc.
13. University Enterprises, Inc. (CSU Sacramento)
14. University Enterprises Corporation at CSUSB (CSU San Bernardino)
15. San Diego State University Research Foundation
16. San Jose State University Research Foundation
17. Cal Poly Corporation (Cal Poly San Luis Obispo)
18. University Auxiliary and Research Services Corporation (CSU San Marcos)

Alternate Liability Clause for Agreements with CSU Auxiliary Organizations:

4. Liability

- A. The contracting CSU Auxiliary Organization (Auxiliary)² shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.

¹ CSU campuses administering grants and contracts through their campus research and sponsored programs office (not through an auxiliary) include: California Maritime Academy, CSU Channel Islands, San Francisco State University, Sonoma State University and CSU Stanislaus.

² CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 ([5 CCR § 42500](#)).

B. If the University³ provides funds to any third party (“Subawardee”), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney’s fees, resulting from or arising out of the Subawardee’s performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

³ University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the “Contractor” on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.