

AGREEMENT

AGREEMENT NUMBER 0000039561	AM. NO.
TAX IDENTIFICATION NUMBER 23-1354443	




THIS AGREEMENT, made and entered into this 5th, day of July, 2022, by and between the California State University, Dominguez Hills Foundation, hereinafter referred to as “Client” or “Foundation”), and Aramark Educational Services, LLC, hereinafter referred to as (“Aramark”), individually referred to as “Party” and collectively referred to as “Parties”.

WITNESSETH: That Aramark for and in consideration of the covenants, conditions, agreements, and stipulation of the Client hereinafter expressed, does hereby agree to furnish services and materials as follows:

Aramark shall provide Strategic Sponsorship Program: Food Service & Dining, in accordance with competitively solicited RFP #21-011, including associated documents, and in accordance with the specific requirements detailed in the following Riders which are hereby incorporated by reference and made part of this Agreement. To the extent that any provisions of any Rider may conflict with this Agreement or any Riders herein, the order of precedence shall be as follows:

- Rider A – CSU General Provisions for Services Acquisitions, consisting of nine (9) pages;
- Rider B – CSU Information Security Requirements Supplemental Provisions, consisting of eight (8) pages;
- Rider C – Vendor and Contractor COVID-19 Guidelines, consisting of one (1) page;
- Rider D – Food Services Management Agreement, consisting of thirty-six (36) pages;
- Rider E – Aramark Request for Proposal Response, consisting of six hundred seventy-four (674) pages;
- Rider F – Request for Proposal #21-011, consisting of ninety-six (96) pages;
- Rider G – Best and Final Offer, consisting of fourteen (14) pages;
- Rider H – Letter of Intent, including Amendments 1 through 3, consisting of thirty-two (32) pages.

The term of this Agreement shall commence July 5, 2022 and shall continue for a period of ten (10) years, unless otherwise terminated as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.	
UNIVERSITY	ARAMARK
California State University, Dominguez Hills Foundation	Aramark Educational Services, LLC
BY (AUTHORIZED SIGNATURE)  DATE 09/07/2022	BY (AUTHORIZED SIGNATURE)  DATE 9/7/2022
PRINTED NAME AND TITLE OF PERSON SIGNING Tranitra Avery, Executive Director Foundation	PRINTED NAME AND TITLE OF PERSON SIGNING Rich Kotzker CFO
BY (AUTHORIZED SIGNATURE)  DATE 09/07/2022	BY (AUTHORIZED SIGNATURE) _____ DATE _____
PRINTED NAME AND TITLE OF PERSON SIGNING Deborah Wallace, Vice President/CFO Administration and Finance	PRINTED NAME AND TITLE OF PERSON SIGNING _____
ADDRESS 1000 E. Victoria Street Carson, CA 90747	ADDRESS 2400 Market Street Philadelphia, PA 19103
PHONE/EMAIL 310-243-2501 tsavery@csudh.edu	PHONE/EMAIL Kotzker-Rich@aramark.com

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1. Commencement of Work

Aramark shall not commence work under the Contract until Aramark has received a fully executed Contract and been given written approval to proceed. Unless otherwise set forth in a letter of intent or similar agreement, any work performed by Aramark prior to the date of approval shall be considered as having been performed at Aramark's own risk and as a volunteer.

2. Contract Alterations & Integration

No alteration or variation of the Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the Parties hereto.

3. Severability

Aramark and Client agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.

4. Independent Status

Aramark and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of Client or the State of California. While Aramark may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Aramark and its employees and agents be entitled to unemployment or workers' compensation benefits from Client.

5. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

6. Aramark's Power and Authority

Aramark warrants it has full power and authority to enter into this Contract and will hold Client harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Aramark shall not knowingly enter into any arrangement, agreement or contract with any third party that might abridge any rights of the Client under this Contract.

7. Assignments

Aramark shall not assign this Contract, either in whole or in part, without Client's written consent, which will not be unreasonably withheld. The parties understand and agree that Atrium is an approved subcontractor of Aramark for this Contract. Aramark shall obtain written approval from Client to hire any additional subcontractors to perform any scope of work pursuant to this Contract.

8. Personnel

Aramark shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor Client's requests regarding Aramark's assignment of its employees. However, Aramark maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Aramark is unable to perform due to illness, resignation or other factors beyond Aramark's control, Aramark shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

Any action or inaction by Client or the failure of Client on any occasion to enforce any right or provision of this Contract shall not be a waiver by Client of its rights hereunder and shall not prevent Client from enforcing such provision or right on any future occasion. Client's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

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11. Entire Contract

This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party.

12. Appropriation of Funds

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Aramark agrees to take back any commodities furnished under the Contract and not yet paid for by Client, terminate any future services and commodities to be supplied to the Client under the Contract to the extent possible, and relieve the Client of any further obligation therefore. Client agrees to be responsible for any direct costs to Aramark as a result of such termination.
- (b) Client agrees that if provision (a) above is involved, commodities shall be returned to Aramark in substantially the same condition in which they were delivered, subject to normal wear and tear. Client further agrees to pay for packing, crating, transportation to Aramark's nearest facility and for reimbursement to Aramark for expenses incurred for its assistance in such packing and crating.

13. Cancellation. Intentionally Omitted.

14. Termination for Default. Intentionally Omitted.

15. Rights and Remedies of Client for Default. Intentionally Omitted.

16. Warranty

Aramark warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) the deliverables will be free from defects in materials and workmanship. Where the Parties have agreed to design specifications in the Statement of Work directly or by reference, Aramark warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on Client premises, Aramark shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Aramark shall take all additional precautions as the Client may reasonably require for safety and accident prevention purposes. Aramark's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Aramark shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the Client.

(a) Policies and Coverage.

(1) The Aramark shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by the Aramark and providing insurance for bodily injury, personal injury, property damage, and contractual liability.
- (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by the Aramark and providing insurance for bodily injury, property damage, and contractual liability.
- (iii) Worker's Compensation including Employers Liability Insurance as required by law.

(b) Verification of Coverage.

The Aramark shall submit certificates of insurance to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications shall be timely filed by the Aramark for all coverage until the Work is accepted as complete.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

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- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the California State University Dominguez Hills, Client, their officers, employees, representatives, are to be covered as additional insureds. Any insurance coverage (additional insured or otherwise) that Aramark provides for this Agreement shall only cover insured liability assumed by Aramark in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the additional insureds.
 - (2) The Aramark's commercial general liability insurance coverage as required in this Agreement shall be primary insurance as respects the State of California, the Trustees of the California State University, the California State University Dominguez Hills, Client, their officers, employees, representatives, but only to the extent of the risks and liabilities expressly assumed herein by Aramark. The commercial general liability insurance maintained by the State of California, the Trustees of the California State University, the California State University Dominguez Hills, Client, their officers, employees, representatives, shall be in excess of the Aramark's commercial general liability insurance coverage and limits required in this Agreement and shall not contribute with it.
 - (3) Aramark shall not voluntarily cancel any insurance policy required by this Agreement except after thirty (30) days prior written notice has been sent to the Client.
 - (4) The State of California, the Trustees of the California State University, the California State University Dominguez Hills, Client, their officers, employees, representatives shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- (d) Amount of Insurance.
- (1) For all projects, the insurance furnished by Aramark under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$10,000,000 General Aggregate
\$2,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
 - (ii) Business Automobile Liability Insurance--Limits of Liability
\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage .
 - (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.
- (e) Acceptability of Insurers.
Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise reasonably acceptable to the Client.
- (f) Subcontractor's Insurance.
Aramark shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Aramark shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the Client. Only the Aramark and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials. Subcontractors engaged by Aramark may have lower limits of insurance than required of Aramark, but only upon advanced notice to Client. Client reserves the right to refuse lower coverage limits for subcontractors after notice is provided of such.
- (g) Miscellaneous.
- (1) Acceptance of certificates of insurance by the Trustees shall not limit the Aramark's liability under the Contract.
 - (2) The Aramark's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
 - (3) The Aramark's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Aramark negligence shall be limited to five percent of the Contract.

19. General Indemnity

Aramark shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Dominguez Hills, Client, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and

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all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Aramark's negligent performance of this Contract.

20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

- (a) In the event that additional services are required, the Aramark shall submit invoices in accordance with provisions herein.
- (b) Unless otherwise specified for work of a continuing nature, the Aramark shall submit invoices in arrears, upon completion of each phase. Aramark shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with Client policy.
- (c) Unless otherwise specified, the Client shall pay properly submitted invoices not more than 45 days after
 - (i) the performance completion date of services; or
 - (ii) receipt of an undisputed invoice, whichever is later.
- (d) The consideration to be paid Aramark, as described within the Contract, shall be in full compensation for all of Aramark's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Aramark identification number may be returned to Aramark and may cause delay in payment.

22. Use of Data

Aramark shall not utilize any non-public Client information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Aramark is or is not under contract at the time such gain is realized. Client specific information contained in the report, survey, or other product developed by Aramark pursuant to this Contract is the property of Client, and shall not be used in any manner by Aramark unless authorized in writing by Client.

23. Confidentiality of Data

- (a) Aramark acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Aramark shall maintain the privacy of personal information and protected data as confidential information. Aramark shall not use, disclose, or release confidential information contained in Client records without full compliance with applicable state and federal privacy laws, and this Contract. Aramark further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Aramark shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with Client to the extent not in conflict with applicable law) whose personal information is disclosed by any security breach relating to confidential information resulting from Aramark's or its personnel's acts or omissions, including third parties operating on behalf of Aramark. Further, If so requested by Client and not otherwise required by applicable law, Aramark shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Aramark further agrees that all financial, statistical, personal, technical and other data and information relating to Client's operation designated "confidential" by Client, and not otherwise subject to disclosure under the California Public Records Act, and made available to Aramark to perform this Contract or which become available to Aramark while performing this Contract, shall be protected by Aramark using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Aramark will notify Client in writing prior to any such disclosure to give Client an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Aramark shall: (1) Notify Client of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Aramark shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Aramark's obligations under this Contract. Any access, transmission, or storage of protected data outside the

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United States must be approved in writing by Client in advance. Aramark's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements

- (a) Aramark is required to comply with Client Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Information Technology Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan
Aramark is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential Client data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements
Aramark shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions that are consistent with this Agreement related to information security matters only, to the extent appropriate given the services Aramark or its subcontractors are providing. Aramark shall not knowingly permit a representative or subcontractor to have access to Client records, confidential data, or premises of the Client when such representative or subcontractor has been convicted of a felony.

25. Patent, Copyright, and Trade Secret Indemnity

- (a) Aramark shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Dominguez Hills, Client, and their respective officers, agents, and employees (collectively referred to as Client), from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Aramark as a reseller, Aramark will pass through to Client, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, Aramark will provide Client with indemnity protection.
 - (i) Client will notify Aramark of such claim in writing and tender its defense within a reasonable time; and
 - (ii) Aramark will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future Client operations or liability, or when involvement of the Client is otherwise mandated by law. In such case no settlement shall be entered into on behalf of Client without Client's written approval.
- (b) Should the Deliverables or Software, or the operation thereof, become, or in the Contactor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, Client shall permit Aramark at its option and expense either to procure for Client the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by Client shall be prevented by injunction, Aramark agrees to take back such Deliverables or Software and use its best effort to assist Client in procuring substitute Deliverables or Software at Aramark's cost and expense. If, in the sole opinion of Client, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Aramark under this Contract impracticable, Client shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Aramark agrees to take back such Deliverables or Software and refund any sums Client paid Aramark less any reasonable amount for use or damage.
- (c) Aramark certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Aramark pursuant to this Contract, including papers, computer programs, and other Documentation or improvements thereto, and including Aramark's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Aramark's exclusive property. All product or deliverables required under this contract and created specifically and solely for Client shall be the exclusive property of the Client and may be used at Client's discretion.

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27. Examination and Audit

For contracts in excess of \$10,000, Aramark shall be subject to the examination and audit by:

- (a) the Office of the University Auditor, and
- (b) the California State Auditor, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045 (c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Aramark and Client shall be brought to the attention of Aramark's Chief Executive Officer (or designee) and Client's Chief Business Officer (or designee) for resolution. Either Aramark or Client may request that the Client Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding Client contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Aramark shall continue without delay in performing its responsibilities under this Contract. Aramark shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

If applicable, Client requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Aramark) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any Client financial interest.

30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Aramark or its affiliates provides Consulting and Direction, Aramark and its affiliates:
 - (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Aramark received compensation from Client and includes:
 - (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Aramark;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Aramark. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- (c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where Client has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Aramark's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Aramark's by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

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31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Contract shall be construed as endorsement of any commercial product or service by the Client, its officers or employees. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable). Prior written approval is required for any use of name and logo for any marketing and communication related materials.

32. Covenant Against Gratuities

Aramark shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Aramark, or any agent or representative of Aramark, to any officer or employee of Client with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, Client shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by Client in procuring on the open market any items that Aramark agreed to supply shall be borne and paid for solely by Aramark. Client's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

- (a) During the performance of this Contract, Aramark and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Aramark and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Aramark and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Aramark and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Aramark shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

34. Compliance with NLRB Orders

Aramark declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Aramark within the immediately preceding two-year period because of Aramark's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification

Aramark certifies that Aramark shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Note: Authority Cited: Government Code Section 8350-8357

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36. Forced, Convict, Indentured and Child Labor

By accepting a contract with Client, Aramark:

- (a) certifies that no equipment, materials, or supplies furnished to Client pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Aramark further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Aramark's compliance with the requirements under paragraph (A).

37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Aramark shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to Client regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act

For any contract in excess of \$100,000, Aramark acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Aramark recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Aramark, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

39. Americans With Disabilities Act (ADA)

Aramark warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Aramark hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Aramark agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Aramark further agrees to indemnify and hold harmless Client from any claims arising out of Aramark's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the Client, Aramark certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

41. Expatriate Corporations

Aramark declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with Client by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

42. Citizenship and Public Benefits

If Aramark is a natural person, Aramark certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

43. Loss Leader

Aramark certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. INTENTIONALLY OMITTED.

45. Aramark's Staff

Aramark warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

46. Force Majeure. Intentionally Omitted.

47. COVID-19. Intentionally Omitted.

48. Material Change of Circumstances

The terms of this Contract are based on conditions in existence on the date that Aramark commences performance. In the event of a material change in the conditions that adversely affects the ability of Aramark to perform its obligations, Aramark shall reasonably cooperate with Client to minimize the impact from such change in conditions on Aramark's performance and shall, if requested by Client, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit Client's ability to avail itself of any rights or remedies provided to Client by law, equity or any other term of this Contract.

CSU Information Security Requirements Supplemental Provisions to CSU General Provisions for Information Technology Acquisitions

Introduction

This document contains contract language to be used to develop supplemental provisions for CSU General Provisions for Service Acquisitions contracts involving the use of CSU Information Assets. This language is intended to be used when the nature of the information asset or resource requires protection. Use of supplemental contract language is required in order to comply with ICSUAM Policy 8040 Section 200, Payment Card Industry Data Security Standards (PCI DSS), NACHA, FERPA, and the Health Insurance Portability and Accountability Act (HIPAA). Additionally, supplemental language may be used to manage risks associated with allowing contractors to access, store or otherwise manage CSU Information Assets.

DEFINITIONS

Affiliate - an entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

Confidential Information - The term “Confidential Information” shall mean this Agreement and all proprietary information, data, trade secrets, and business information relating to the business of either Party to the extent that Party owns or is legally responsible for such information and it is marked as being confidential or due to its character or nature a reasonable person would consider confidential which:

- a) a Party (“Discloser”) discloses, in writing, orally or visually, to the other Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which
- b) relates to:
 - i. the Discloser, or
 - ii. in the case of Contractor as Recipient, the CSU, its students and employees, and its third-party contractors or licensors who have made confidential or proprietary information available to the CSU.

Contractor – Contractor is any party to an agreement with the CSU along with any Contractor Representative, Subcontractor, Affiliate, or other entity over whom the Contractor has control.

CSU Information Assets – Information systems, data, and network resources to include automated files and databases.

CSU Protected Data - data defined as “Protected Level 1” and “Protected Level 2” in the CSU Data Classification Standard for which CSU is considered the “Controller” (as such term is defined under

GDPR), the “Business” (as such term is defined under CCPA), or a similar designation under applicable law. For the avoidance of doubt, the Parties mutually agree that information collected under this Agreement is not CSU Protected Data to the extent it is aggregated or anonymized, or collected by Contractor or a third party operating on Contractor’s behalf directly from an end user pursuant to a separate agreement or privacy policy with that end user.

Reference:

<https://calstate.policystat.com/policy/11773867/latest>

Party – The CSU or Contractor.

Relationship Manager - the respective employees of each Party that each Party shall designate to act on its behalf with regard to matters arising under this Agreement; each Party shall notify the other in writing of the name of their Relationship Manager; however, the Relationship Manager shall have no authority to alter or amend any term, condition or provision of the Agreement; further, each Party may change its Relationship Manager by providing the other Party with prior written notice.

Representative - an employee, officer, director, or agent of a Party.

Subcontractor - a third party to whom Contractor has delegated or subcontracted any portion of its obligations set forth herein.

Work Product - All discoveries, inventions, work of authorship or trade secrets, or other intellectual property and all embodiments thereof originated by Contractor specifically and solely for CSU within the scope of Services provided under this Agreement, whether or not prepared on CSU’s premises, that are identified as “Work Product” in a Statement of Work.

1.0 ACKNOWLEDGEMENT

Contractor acknowledges that its contract/purchase order with the California State University (“the CSU”) may allow the Contractor access to CSU Protected Data including, but not limited to, personal information, student records, health care information, or financial information. This data may be transferred in various forms, notwithstanding the manner in which or from whom it is received by Contractor subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution Article 1, Section 1. Contractor represents and warrants that it will keep CSU Protected Data confidential both during the Term and after the termination of the Agreement.

2.0 DISCLOSURE REQUIREMENTS

Contractor agrees that it will include terms and conditions that are consistent with those contained in this agreement in all subcontractor contracts providing services under this Agreement to the extent appropriate given the services Contractor is providing.

Contractor shall not use or disclose CSU Protected Data other than to carry out the purposes of this agreement. Contractor shall not disclose any CSU Protected Data other than on a “need to know” basis and then only:

- a. To its representatives, provided however, that each such employee or officer has entered into a confidentiality agreement;
- b. To affiliates of or Subcontractors to Contractor, only if previously approved by the CSU and provided that
 - i. Use by such Affiliates or Subcontractor shall be limited to the purpose of this agreement;
 - ii. Affiliate or Subcontractor is bound by contract and or confidentiality agreement to protect CSU Protected Data from unauthorized access.

If required by a court of competent jurisdiction or an administrative body to disclose CSU Protected Data, Contractor shall notify the CSU in writing prior to any such disclosure in order to give the CSU an opportunity to oppose any such disclosure. Prior to any disclosure of Confidential Information as required by legal process, the Contractor shall:

- c. Notify the CSU of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and
- d. Delay disclosure until the CSU has provided Contractor with notice that they will oppose or agree to such disclosure or the time specified for legal compliance is reached.

Any access, transmission, or storage of CSU Protected Data outside the United States shall require prior written authorization by the CSU.

2.1 Exceptions to Obligations of Confidentiality

With the exception of the CSU Protected Data classified as “Protected Level 1” or “Protected Level 2” under the CSU Data Classification Standard, identified in (<https://calstate.policystat.com/policy/11773867/latest>), obligations of confidentiality shall not apply to any information that:

- a. Contractor rightfully has in its possession when disclosed to it, free of obligation to the CSU to maintain its confidentiality;
- b. Contractor independently develops without access to CSU Protected Data;
- c. Is or becomes known to the public other than by breach of this contract;
- d. The CSU or its agent releases without restriction; or
- e. Contractor rightfully receives from a third party without the obligation of confidentiality.

Any combination of CSU Protected Data disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

Failure by Contractor to comply with any provision of this Section shall constitute a default subject to Paragraph 14 of the CSU General Provisions for Service Acquisitions.

3.0 INFORMATION SECURITY PLAN

- 3(a) Contractor acknowledges that the CSU is required to comply with information security standards for the protection of CSU Protected Data Information required by law, regulation and regulatory guidance, as well as the CSU's internal security policy for information and systems protection.

Within 30 days of the Effective Date of the Agreement, Contractor shall establish, maintain and comply with an information security plan ("Information Security Plan"), which shall contain such elements that are materially similar to elements the CSU may require after consultation with Contractor. On at least an annual basis, Contractor shall review, update and revise its Information Security Plan

Contractor's Information Security Plan shall be designed to:

- Ensure the security, integrity and confidentiality of the CSU Protected Data;
- Protect against any anticipated threats or hazards to the security or integrity of such information;
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information;
- Protect against unauthorized changes to or use of CSU Protected Data; and
- Comply with all applicable legal and regulatory requirements for data protection.
- Include business continuity and disaster recovery plans.

Contractor's Information Security Plan shall include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach.

Contractor shall cause all Subcontractors and other persons and entities whose services are part of the Services which Contractor delivers to the CSU or who hold CSU Protected Data, to implement an information security program and plan substantially equivalent to Contractor's.

The parties expressly agree that Contractor's security procedures shall require that any CSU Protected Level 1 Data transmitted or stored by Contractor only be transmitted or stored in an encrypted form.

In addition, Contractor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect CSU's Protected Information from identity theft, fraud and unauthorized use.

Failure by Contractor to comply with any provision of this Section shall constitute a default subject to Paragraph 14 of the CSU General Provisions for Service Acquisitions.

- 3(b) Contractor agrees that it will protect CSU Protected Data according to published information security policy and standards and no less rigorously than it protects its own confidential information but in no case less than reasonable care.

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures, which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such CSU Protected Data.

In addition, Contractor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect CSU's Protected Data from identity theft, fraud and unauthorized use.

Failure by Contractor to comply with any provision of this Section shall constitute a default subject to Paragraph 14 of the CSU General Provisions for Service Acquisitions.

4.0 INCIDENT RESPONSE MANAGEMENT

4.1 Notification of a Security Incident.

Contractor shall report, in writing, to the CSU any use or disclosure of CSU Protected Data not authorized by this Agreement or authorized in writing by the CSU. This report shall be made to the CSU's primary contact and its designated information security officer. It shall include details relating to any known security breach of Contractor's system or facilities leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, CSU Protected Data transmitted, stored or otherwise processed, to the extent such data is within the control or possession of Contractor or a third party operating on Contractor's behalf ("Security Breach"). This report shall be made not later than within twenty-four (24) hours after discovery of any Security Breach.

4.2 Notification Contents

Contractor's report, to the extent known, shall identify:

- The nature of the unauthorized use or disclosure,
- The time and date of incident,
- A description of CSU Protected Data used or disclosed,
- Who made the unauthorized use or received the unauthorized disclosure,
- What Contractor has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and
- The corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Contractor shall provide such other information, including a written report, as reasonably requested by the CSU.

4.3 Notification to Parties

Contractor agrees to fully cooperate with the CSU with the preparation and transmittal of any notice, which the CSU may deem appropriate or required by law, to be sent to affected parties regarding the Security Breach, and to be financially responsible for any such notice to the extent required by applicable law and to the extent the Security Breach is caused by Contractor's, its Representatives, Affiliates, or Subcontractors negligence or willful misconduct with regard to the data security requirements of this Agreement. Contractor shall take appropriate remedial action with respect to the integrity of its security systems and processes.

5.0 COMPLIANCE

5.1 PCI-DSS Requirements

Contractor represents and warrants that it shall implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI DSS standards and/or other material payment card industry standards, it will promptly notify the CSU of such circumstances.

Contractor agrees to promptly provide current evidence of PCI-DSS standards at the CSU request. The form and substance of such evidence must be reasonably satisfactory to and must be certified by an authority recognized by the payment card industry for that purpose.

Contractor shall maintain and protect in accordance with all applicable laws and PCI regulations the security of all cardholder data when performing the contracted Services on behalf of the CSU.

Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed for the CSU.

Contractor shall indemnify and hold CSU harmless from loss or damages resulting from Contractor's failure to maintain PCI compliance standard in accordance with this section.

Contractor shall not be held responsible for any such loss of data if it is shown that the loss occurred as a result of the sole negligence of the CSU.

5.2 INTENTIONALLY OMITTED

5.3 INTENTIONALLY OMITTED

5.4 Health Insurance Portability and Accountability Act (HIPAA) Requirements

Contractor shall agree to use and disclose Protected Health Information in compliance with the security standards for the protection of electronic protected health information as per (45 C.F.R. Parts 160 and 164) to the extent Contractor will have access to Protected Health Information in its provision of Services under this Agreement in the future. The Parties mutually agree that as of the Effective Date of this Agreement, Contractor will not have access to Protected Health Information.

6.0 PERSONNEL SECURITY REQUIREMENTS

Any work to be performed in connection with this Agreement by Contractor, its Affiliates or Subcontractors must be performed in the United States, unless the prior written consent of the CSU is received to perform work outside the United States. Further, CSU Protected Data may not be transmitted or stored outside the United States without the prior written consent of the CSU.

Contractor shall require all Representatives, Affiliates and Subcontractors with access to CSU Protected Data, as a condition of their engagement, to participate in annual security awareness training.

Contractor shall comply and shall cause its Representatives, Affiliates and Subcontractors to comply with all applicable personnel, facility, safety and security rules and regulations and other instructions of the CSU which are provided to Contractor in writing with reasonable advance notice to come into compliance, if necessary, when performing work at a CSU facility, and shall conduct its work at the CSU facilities in such a manner as to avoid endangering the safety, or interfering with the convenience of, CSU Representatives or customers.

Contractor shall not knowingly permit a Representative, Affiliate, or Subcontractor to have access to the records, data or premises of the CSU when such Representative, Affiliate or Subcontractor has not met background check requirements set forth in the Food Services Agreement or any Subcontractor agreement:

Contractor agrees that under no circumstances shall any of Contractor's Representatives, Affiliates or Subcontractors, whether full-time or part-time, connect to any CSU system or access any CSU Protected Data, for purposes of downloading, extracting, storing or transmitting CSU Protected Data through personally owned, rented or borrowed equipment including, but not limited to mobile devices (e.g., laptops, PDAs, cell phones, etc.,)

Contractor represents that it maintains comprehensive hiring policies and procedures. Contractor shall conduct or require thorough background checks and obtain references for all its Representatives, Affiliates, and Subcontractors who have access to CSU Protected Data.

Any exceptions are at variance with the CSU policy and must be approved in advanced according to CSU policy guidelines.

7.0 RECORD RETENTION REQUIREMENTS

Contractor shall maintain all records pertaining to the Services provided to the CSU under this Agreement for in accordance with the CSU Retention schedule (Reference the following link for CSU Retention schedule: (<https://www.calstate.edu/recordsretention>) and if longer after termination of the Agreement, subject to applicable law or regulation. Contractor further agrees to provide to the CSU, at its request, a full copy of all such records containing CSU Protected Data for the CSU to maintain at a U.S. location which the CSU shall designate.

Backup data may not be archived. Destruction/deletion of data shall be in accordance with industry standard. Contractor to provide evidence or certification that this section has been complied with.

8.0 THE CSU RIGHT TO CONDUCT AND/OR REVIEW RISK ASSESSMENTS

8(a) A Contractor, with access to CSU Protected Data, shall conduct risk assessments and/or audits of the security of its systems, networks, devices, and environments used in connection with the Services provided under the Agreement at least annually. The Contractor shall provide the CSU with an attestation that security risk assessments and/or audits have occurred upon CSU's reasonable written request.

If any assessment and/or audit discloses material variances from the performance requirements set forth in this Agreement or a breach by Contractor of the provisions of this Agreement, Contractor shall be deemed in breach of this Agreement.

8(b) During regular business hours, the CSU may, at its sole expense and on a mutually agreed upon date (which shall be no more than fourteen (14) days after written notice), time, location and duration perform an audit to verify Contractor's compliance with this Agreement. Specifically, upon CSU's reasonable written request and no more frequently than annually, Contractor shall (a) make relevant personnel available for interviews and provide all information and assistance reasonably requested by CSU regarding Contractor's processing of CSU Protected Data, and (b) complete a questionnaire regarding Company's processing of CSU Protected Data

The CSU will provide to Contractor a copy of each report prepared in connection with any such audit within thirty (30) calendar days after it prepares or receives such report. Contractor agrees to promptly take action at its expense to correct those matters or items that require correction as mutually agreed.

If any assessment and/or audit discloses material variances from the performance requirements set forth in this Agreement or a breach by Contractor of the provisions of this Agreement, Contractor shall be deemed to be in default subject to Paragraph 14 of the CSU General Provisions for Service Acquisitions.

9.0 TERMINATING OR EXPIRING THE AGREEMENT – RETURN/DESTROY PROTECTED DATA

Upon the termination or expiration of this Agreement, or at any time upon the reasonable written request of the CSU, Contractor and its subcontractors shall return, to the extent commercially reasonable, all CSU Protected Data (and all copies and derivative works thereof made by or for Contractor). Further, Contractor and all subcontractors shall delete or erase such CSU Protected Data, copies and derivative works thereof, from their computer systems to the extent commercially reasonable.

The CSU shall have the right to require Contractor to verify, to CSU's satisfaction, that all CSU Protected Data has been returned, deleted or erased, to the extent commercially reasonable. Contractor agrees to fully cooperate with the CSU's requests for verification.



Guidelines for Vendors and Contractors During the COVID-19 Pandemic

Updated May 3, 2022

PURPOSE

The health and safety of our students, staff, faculty as well as their families are of the utmost importance to CSUDH. In accordance with federal, state and local guidance, the university has taken steps to reduce the number of people on campus and as such, vendors and contractors delivering goods and performing work on campus shall adhere to the following guidelines:

1. All vendors and contractors working on campus or other University property must comply with the California Department of Industrial Relations' (Cal/OSHA) COVID-19 Emergency Temporary Standard. Vendors and contractors must also comply with Assembly Bill 685's amendment's to the California Labor Code Section's 6325, 6409.6 and 6432 by the effective dates indicated therein. Additionally, vendors and contractors must comply with current LA County Public Health orders for face covering.
2. All vendors and contractors are expected to comply with the guidelines established by existing County of Los Angeles Department of Public Health Safety Order, and the Center for Disease Control and Prevention (CDC), <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>, as updated, to prevent and control the spread of COVID-19.

VENDOR GUIDELINES (*Goods and Services*)

1. **100% Face Covering Requirements** in effect for classrooms and Health Care Center location, all workers regardless of vaccination status or screening methods in place. Ensure all vendor and contractor employees wear proper PPE **AT ALL TIMES** while performing work in these areas. Effective January 17, 2022, county public health orders require employers to provide and require employees to wear a well-fitting medical grade mask, surgical mask, or higher-level respirator such as an N95 filtering facepiece respirator or KN95, at all times. Cloth type face coverings will not be allowed. CSUDH will require compliance with these health orders while working on any campus worksite. (Cal/OSHA) COVID-19 Emergency Temporary Standard have recently shifted to align masking policies with California Department of Public Health (CDPH), please visit CDPH's website for most recent guidance [here](#).
2. Vendors performing work on campus shall observe the following CDC recommendations for personal hygiene, including the following:
 - a. Wash your hands often with soap and water for at least 20 seconds. If soap and water aren't available use a hand sanitizer with at least 60% alcohol.
 - b. Avoid touching your eyes, nose and mouth with unwashed hands.
 - c. Cover your cough or sneeze with a tissue, then throw it in the trash.
 - d. Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
 - e. Stay home if you are sick and avoid contact with others as much as possible.
3. Vendors may perform work only with the explicit approval from the Office of Procurement and Contracts or authorized representative.
4. Vendors shall ensure that a fully executed agreement is received prior to arriving on site to perform work.
5. Vendor and contractors authorized to perform work at CSUDH, and that require access to campus facilities, shall work with the Project Manager or designated contact, as identified in the contract, to coordinate work and obtain access to facilities. If the designated CSUDH contact is unable to provide access to the vendor or contractor, the campus staff should contact work control Monday through Friday, from 8am-5pm at 310-243-3587 or 3804, or email workcontrol@csudh.edu, and the work control staff will assist with access. In the event of work being performed after hours, vendor or contractor shall work with campus staff to contact Campus Police for access.
6. Vendor and contractors shall provide Personal Protective Equipment (PPE), such as gloves, goggles, face coverings as appropriate for the work being performed.
7. If any of the vendor or contractor employees feels ill or has symptoms such as those enumerated by the CDC, they are to notify their supervisor, contact their health care provider, and not visit work site or university.

CONSTRUCTION SITES

Contractors and subcontractors for all CSU Construction and major Operations and Maintenance projects shall adhere to the CSU Safety Protocols COVID-19 Plan, per Exhibit A, and COVID-19 Bulletin Updates, No. 21-001, 21-002, and 21-003 (*Refer to Exhibit B for details*), which require compliance with most current Cal/OSHA constructions guidelines, local public health agency requirements, best industry practices, and certain CSU-specific health and safety rules. Contractors and subcontractors shall be responsible for visiting the CSU Chancellor's Office [CPDC Bulletins](#) page for further updates to COVID-19 Guidelines.

Refer regularly to the Procurement and Contracts webpage for latest updates and information applicable to vendors and contractors.

FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 5th day of July 2022, by and between the California State University Dominguez Hills Foundation, having its principal place of business at 1000 E. Victoria Street, Carson, CA 90747 (“Client” or “Foundation”) and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, having its principal place of business at Aramark Tower, 2400 Market Street, Philadelphia, Pennsylvania (“Aramark”).

WITNESSETH THAT:

1. **ENGAGEMENT OF ARAMARK; EFFECTIVE DATE; TERM:**

A. Term: The effective date of this Agreement is July 5, 2022 (the “Effective Date”). The term of this Agreement shall be for a period of Ten (10) years, commencing on the Effective Date (the “Term”), unless otherwise terminated as provided elsewhere herein.

B. General Scope: Client released Request for Proposal #21-011 to solicit proposals for the provision of food services for the California State University, Dominguez Hills, and Aramark submitted a proposal in response to such RFP, and Client hereby engages Aramark to manage, operate, or administer food services, including catering, a la carte items, non-alcoholic, and alcoholic beverages, to Client’s students, faculty, staff and guests on its campus in Carson, California. For purposes of clarity, the Athletics services identified in the RFP shall not be included as part of this Agreement; however, the Parties agree to discuss the possibility of incorporating such services into this Agreement in the future. Aramark shall have the exclusive right to provide all such services except with respect to catering events that are valued at \$500 or less. Aramark shall abide by Client’s pouring rights agreement with Pepsi, dated January 1, 2015, during the term of the Agreement. Aramark shall abide by any new or additional pouring rights agreements that Client enters into during the term of this Agreement. Aramark shall require its employees, agents, subcontractors, vendors, and suppliers to abide by the parking policies. Aramark and Client shall collaborate, develop and implement an emergency response plan and business continuity plan in the event Food Services Operations are interrupted.

C. Licenses/Permits & Alcohol Service: Aramark shall comply with all federal, state and local laws and regulations governing the preparation, handling, and serving of foods. Aramark shall procure and keep in effect all licenses and permits required by law and shall post such permits as required by law; Client shall procure and keep in effect all licenses and permits required by law related to the provision and sale of alcohol. If mutually agreed to by Client and Aramark, the Client may transfer, assign, or take other related action as permitted by law to allow Aramark to hold such licenses and permits related

to the sale and provision of alcohol. The provision of alcohol shall at all times comply with applicable law, Client policies, and procedures. The parties shall cooperate to become co-licensees on any alcohol licenses or permits.

To the extent the Client is the only licensee on any applicable alcohol license, Client shall be responsible for purchasing alcohol and for remitting all applicable sales taxes associated with sale of alcohol under such licenses. Upon the expiration or termination of this Agreement for any reason, if Client wishes to have any licenses or permits transferred from Aramark to Client, Client shall be responsible for any costs or expenses associated with transferring such permits or licenses and Aramark shall provide reasonable cooperation with the transfer of such permits or licenses.

D. Student Internships: Aramark will implement a student success internship program and will collaborate with Client each academic year to determine the number and types of internships that Aramark will offer.

E. Sustainability: Aramark will collaborate with Client to implement measures that support sustainability efforts including food insecurity programs consistent with the requirements set forth in the Request for Proposal and Aramark's Response. Aramark shall develop and implement a mutually agreeable sustainability plan relating to the Services provided by Aramark. The sustainability plan will meet the standards and commitments set forth in the applicable Request for Proposal and Proposal Response and require Aramark to comply with the CSU Contract and Procurement Policy "CSU Buy-Recycled Products Campaign" and "CSU Single-Use Plastics" and to support CSU sustainability policies, plans, and commitments. Client, as the case may be, will provide Aramark notice of any changes to CSU or campus policies pertaining to sustainability commitments. Aramark and Client shall update the sustainability plan annually, and comply with requirements set forth in the Request for Proposal and Aramark's Response, and in accordance with Client's Sustainability Policy, <https://calstate.policystat.com/policy/11699668/latest>, which may be revised from time to time.

F. Subcontractors: Aramark may subcontract with food subcontractors to provide retail and catering food services; provided, however, that Aramark shall first identify all food subcontractors that Aramark proposes to use. Client may reject any proposed subcontractor, such rejection not to be unreasonably given or delayed. Client reserves the right to withdraw its consent and approval of a subcontractor in the event the subcontractor fails to perform to the standards required under the Agreement, and such failure continues for a period of thirty (30) days after receipt of written notice. Aramark shall be responsible for compliance by each subcontractor with the terms and conditions of this Agreement and for all negligent acts and omissions of any subcontractor providing food service.

G. Supplemental Nutrition Assistance Program (SNAP): Aramark shall oversee the day-to-day implementation of Client's SNAP program as part of the Services and shall comply with SNAP Training Expectations. Notwithstanding, Client shall remain responsible for overall registration, management, and administration of their SNAP programs and for all compliance and reporting obligations for such programs.

H. CAMS Services: Client previously entered into an agreement with Long Beach Unified School District, Nutrition Services Branch (the "NSB") to provide meal services to the California Academy of Mathematics and Sciences ("CAMS") located on Client's campus for the 2022-2023 school year (the "CAMS Services"). Aramark agrees to enter into a meal services agreement with NSB and CAMS to provide the CAMS Services, provided that Client shall reimburse Aramark for all Reimbursable Costs (as that term is defined in Paragraph 13.B.2.iv of this Agreement), if any, incurred by Aramark that exceed all payments received by Aramark under the meal services agreement with NSB and CAMS.

On a monthly basis, Aramark will provide to Client a detailed report of labor and other food program costs used to fulfill services to CAMS. When submitting food program cost invoices for reimbursement, Aramark shall provide justification and documentation to demonstrate that the purchases were economical and required to fulfill the obligations of providing meals to CAMS.

2. DEFINITIONS: The following words and phrases when used in this Agreement, or any amendment hereto, shall have the meanings given to them in this Paragraph:

A. "Accounting Periods": The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period shall periodically consist of six (6) weeks.

B. "Agreement": This Food Services Management Agreement, including Client's Agreement, CSU General Provisions for Service Acquisitions, CSU Information Security Requirements, Supplemental Provisions.

C. "Campus Food Service Program": Those board, cash, catering and other related food service operations to be provided by Aramark under this Agreement.

D. "Cash Net Receipts": Receipts received by Aramark from Aramark's cash operations less applicable state and local sales taxes.

E. "Food Service Facilities": The areas, improvements, personal property and facilities made available by Client to Aramark for the provision of the food services as more fully described in Paragraph 3.A. below.

F. "Prime Rate": The interest rate published in The Wall Street Journal as the base

rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Accounting Period.

G. “Service wares”: Items used in the serving of food and beverages such as chinaware, glassware and silverware.

H. “Small Expendable Equipment”: Items used in the preparation of food such as pots, pans and kitchen utensils.

3. FACILITIES AND EQUIPMENT:

A. Food Service Facilities: Client shall make available to Aramark suitable the Food Service Facilities identified at Attachment J (CSUDH Food Locations, Revenue, and Square Footage) to the Food Service RFP, completely equipped (not including smallwares) and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of this Agreement. The Food Service Facilities shall include adequate dressing rooms and rest rooms for Aramark’s employees and appropriate office space and office equipment including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the exclusive use of Aramark in the performance of this Agreement. Client, and Client’s third parties, including outside vendors, shall have full access to the Food Service Facilities during hours of operation.

B. Repair, Replacement and Maintenance: Client shall furnish building maintenance services for the Food Service Facilities, shall promptly make all equipment repairs and replacements in accordance with the Responsibility Matrix at Exhibit C, and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.

Upon becoming aware of a safety concern (either directly or via notice from Aramark), Client shall undertake prompt and reasonable measures to keep such equipment and Facilities maintained in a safe operating condition, in compliance with all applicable federal and state laws and regulations. However, if equipment provided by Client becomes inoperative, hazardous or inefficient to operate, Aramark shall have the right to undertake repairs or replacements at the expense of Client if the Client fails to do so after having been given a reasonable amount of time to correct the equipment deficiency. Client shall permit Aramark to have the use of all such equipment and Facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Aramark agrees that all equipment and items of equipment now or hereafter furnished by Client to Aramark are the sole property of the Client and Aramark agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by Client.

C. Servicewares and Small Expendable Equipment: Client shall furnish an adequate

initial inventory of Servicewares and Small Expendable Equipment to be paid for with the 2022 Reimbursable Grant set forth at Paragraph 15.G below. At the commencement of operations hereunder, Aramark and Client shall jointly take an opening inventory of such Servicewares and Small Expendable Equipment, a copy of which shall become part of this Agreement. Aramark shall maintain such inventory at its expense.

D. IT System: Aramark shall develop, implement, install, operate, administer and maintain an information technology system, including, but not limited to, (i) hardware (e.g. computers, timekeeping devices, point of sale devices, digital signage, kiosks, dynamic host configuration protocol devices and static internet protocol devices), (ii) owned and licensed software and/or websites and (iii) systems support necessary to support the services provided by Aramark (the "IT System"). The IT System shall be agreed upon by the parties and paid for with the Financial Commitment provided by Aramark as set forth at Paragraph 15.H below. Client shall provide, at its expense, a dedicated network segment (to the extent possible and at minimum access at all Aramark locations on campus to Client's information technology network via standard 80 and 443 network ports) and a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System. Client shall provide consistent and prominent access to content sites developed by Aramark for Client (including, but not limited to, CampusDish and CampusDash) from Client's websites and online portals. Client agrees Aramark may obtain, store, utilize, process and transmit certain personal and financial data of Client's students, guests, faculty and staff within and beyond Client's firewall in accordance with applicable laws and privacy standards consistent with industry standards.

E. Hazardous Substances; Pre-Existing Conditions: Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to Client or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at Client's Food Service Facilities or their surrounding premises; and such duties have not been included herein. Client will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement, regarding such Hazardous Substances on the Food Service Facilities' premises. If known, Client will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised Client that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air

quality and any similar conditions shall be made by Client or a third party retained by Client. In no case will any Aramark employee act in the capacity of a “Designated Person” (within the meaning of the Asbestos Hazard Emergency Response Act, “AHERA”), which duties remain solely with Client. Aramark shall reasonably cooperate with any investigation and remediation activities undertaken by Client with respect to the Food Service Facilities.

Aramark will not be responsible for any conditions that existed in, on, or upon the Food Service Facilities before the Effective Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, environmental impairments, and other conditions. Client shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Food Service Facilities or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Food Service Facilities, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

4. CLEANING RESPONSIBILITIES:

A. Aramark’s Responsibilities: Aramark shall maintain high standards of sanitation and cleaning in accordance with Exhibit C, Responsibility Matrix. Under the Cost-Plus Financial Arrangement, such costs shall be considered Direct Costs and reimbursed to Aramark. Under the P&L Financial Arrangement, Aramark shall absorb such costs. If Client identifies any failure of Aramark to maintain the food preparation and service areas in accordance with this section, Aramark shall promptly remedy such failures to Client’s reasonable satisfaction and inform Client once remedied.

B. Client’s Responsibilities: At its own cost, Client shall provide the cleaning and maintenance in accordance with Exhibit C, Responsibility Matrix.

C. Compliance with Laws and Client Policies Relating to Facilities: Each of the parties will comply, to the extent applicable to its obligations hereunder, with all applicable federal, state and local laws, regulations, codes, permits, orders and government mandates applicable to Client’s Food Service Facilities. Aramark makes no guarantee that the Campus Food Service Program or any supplemental or additional services, disinfection or sanitization processes that Client requests will reduce potential exposures to or eliminate Covid-19 or any other pathogens. Aramark will comply with all university policies of Client, including policies relating to sustainability, provided such policies are provided to Aramark in writing with reasonable time to come into compliance.

5. FOOD SERVICE AND MENUS: Aramark shall manage the Campus Food Service Program for Client and Client's students, faculty, staff and guests at such hours and locations as Client and Aramark mutually determine. Aramark shall submit menus to such person as Client shall designate at least one (1) week in advance of implementation.

Aramark shall post nutritional data for all cycle menu offerings. The prior sentence shall not apply to branded concepts or items served by subcontractors except as required by law. Such information shall be made readily available on the dining website and current at all times. Aramark agrees to use healthy nutrition guidelines to identify healthier choices and will work with the Client to modify menu offerings when requested.

Aramark shall adhere to the minimum standards in its food purchasing as set forth in Exhibit D. Aramark shall exceed these minimums wherever possible. In the absence of grade labeling, Aramark shall provide Client with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. All other food items not included in the below categories shall be of comparable quality.

6. RETAIL PRICES: Client and Aramark shall mutually determine the prices at which retail items shall be sold. If Aramark sustains increases in its costs, including but not limited to increases in its product or labor costs, Aramark, with written notification to Client, may increase its prices to recover such increased costs. Aramark shall have the right to implement such price increases upon approval by Client, but in no event later than 30 days following Aramark's notification to Client.

7. PERSONNEL:

A. Aramark shall comply with applicable federal, state and local laws and regulations pertaining to wages and hours of employment. Aramark shall provide and pay a staff of its employees on duty on Client's premises for the efficient management of the Campus Food Service Program. Employees of Aramark will be subject to the rules and regulations of Client while on Client's premises.

B. Aramark will offer employment on a fair trial basis to those of the present food service employees Client recommends, but will not be required to retain those who do not meet Aramark's standards, nor those in excess of the number required for efficient operation unless otherwise agreed upon by the parties.

C. Student labor shall be utilized as set forth in the KPIs set forth at Exhibit B to this Agreement.

D. Aramark agrees to provide Client with reasonable written notice of all losses or claims for which it will seek indemnity under this Agreement. Aramark agrees not to incur any cost or

expense with respect to any loss or claim for which it seeks indemnity under this Section without the Client's prior written approval; provided, however, that the foregoing shall not apply in the event that the Client has in writing rejected, denied or otherwise failed to reasonably and timely respond to the indemnification request with respect to such loss or claim. Each Party agrees to cooperate fully with the other Party in the investigation, defense and settlement of all such losses and claims.

E. In the event of Agreement termination, Aramark agrees that no supervisory employees of Client shall be hired by Aramark for a period of six (6) months following such termination, except as mutually agreed by Parties. For the avoidance of doubt, this prohibition shall not apply to unsolicited responses by such employees to general recruitment advertising.

F. Aramark shall not discriminate because of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, genetic information, age, national origin, disability, military status, protected veteran status (specifically status as a disabled veteran, recently separated veteran, armed forces service medal veteran, or active duty wartime or campaign badge veteran) or other classification protected by applicable federal, state or local law in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning personnel of the Campus Food Service Program. Aramark affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations. Aramark will require all employees participate in sexual harassment and discrimination prevention training as required by law.

G. All Aramark personnel records (including, without limitation, employee data, personnel files, health screen and/or medical records, background checks, drug test results and other employee related information) shall remain confidential to Aramark and Aramark will not share such personnel records with Client or any third party unless required by applicable law. Aramark shall retain responsibility for administrative investigations and responses to complaints against Aramark employees accused of discrimination, harassment, or retaliation while performing the duties of their job. Client will retain responsibility for administrative investigations and responses to complaints against Client's students that are not employees of Aramark or employees accused of discrimination, harassment, or retaliation (including Title IX) while performing the duties of their employment or education with Client and Aramark will reasonably cooperate with Client with respect to any administrative investigations.

H. Aramark is a completely separate entity with staff that are not employed by the Foundation, the University, or the Trustees, and it is understood that Aramark while operating on the California State University, Dominguez Hills campus will abide by the Interim CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic

Violence, Stalking, and Retaliation <https://calstate.policystat.com/policy/10926024/latest>, which may be revised from time to time.

I. Aramark will pay only the payroll and benefits accrued by Client's former employees during the Term of the Agreement, including the transition period between July 5th and July 22, 2022, which shall be reimbursable to Client, and is then reimbursable to Aramark as Direct Costs.

J. Aramark shall have full supervision of all Aramark employees, including student help, in connection with their employment hereunder.

K. Aramark shall be responsible for the complete training of all Aramark's employees as it relates to their specific job duties.

8. HEALTH EXAMINATIONS: Aramark shall cause all of its employees assigned to duty on Client's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to Client upon request. Aramark shall comply with the University's COVID protocols and vaccination requirements, provided such protocols and requirements are provided to Aramark in writing with reasonable time to come into compliance.

9. PURCHASING: Aramark shall purchase and pay for all food, supplies and services utilized in the Campus Food Service Program.

10. INVENTORY OF FOOD AND SUPPLIES: At the termination of this Agreement, Client agrees, if requested by Aramark, to either purchase directly or to cause Aramark's successor to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

11. LICENSES, PERMITS AND TAXES: Aramark shall obtain all federal, state and local licenses and permits required for the Campus Food Service Program and shall post such permits as required by law, and shall be responsible for assessing, collecting, reporting and paying all sales, use, excise, state and local business and income taxes attributable to the Campus Food Service Program.

Any change in sales tax rate is the responsibility of Aramark. Client shall be responsible for possessory interest tax, if any.

12. MARKETING, COMMUNICATIONS PLAN: Aramark shall coordinate with Client to develop and implement a proactive annual marketing/communications plan to promote the Services to the Campus community. The focus of the marketing/communications plan shall be to maximize participation and sales in the areas of meal plans, retail dining services and catering services and will include the following: (i) Social media strategy for residential, retail dining, and catering; (ii) Identification of target markets; (iii) Specific strategies to build revenue, enhance satisfaction, and generate goodwill on campus and in the local community; (iv) Implementation plan and calendar; and (v) Success measures.

13. INCIDENT REPORTING: Aramark is responsible for training and supervising all Aramark employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately. Aramark employee safety should comply with Federal and California laws relating to employment.

Aramark will immediately report any break-ins or unauthorized entries in the foodservice areas (and any property losses), information technology systems, databases, equipment, etc. containing Client related information or data, operated by or for Aramark, to University Information Technology security officials and University Police Department. Aramark will be responsible for reporting to Client any relevant campus incidents or accidents involving its staff or customers and all disputes or behavioral incidents involving staff, students, or customers that occur in or around the premises. The foregoing notwithstanding, notice of breach of Information Technology Systems will be provided within 72 hours of Contractor's notice of same.

Aramark shall assume all liability for any injury or damages that may arise from any accident that occurs in, or, or about the Facilities under the control of Aramark and which are due to the negligent acts or omissions of Aramark or its agents, employees or invitees. Aramark will maintain an Accident Reporting and Investigation Plan prescribing methods and practices for reporting and investigating accidents that can be read and understood by all managers, supervisors, and employees. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement Aramark shall immediately notify Client. Aramark shall promptly submit a written report of all incidents, which occur in connection with this Agreement. The report must include at least the following information: Name and address of the injured or deceased person(s); Name and address of Aramark's Subcontractor, if any; a description of the circumstances surrounding the accident, whether any of the Aramark's or Client equipment, materials or staff were involved and the extent of damage to parties and/or other property; and a description of what effect, if any, the accident will have upon Aramark's ability to continue to provide Food Services.

Client shall have the right to inspect the Facilities in the event of security/loss prevention investigations and for other health and safety inspections.

14. INSURANCE AND LIABILITY: Aramark shall comply with the insurance requirements in the CSU General Provisions for Service Acquisitions. Aramark's liability shall not under any circumstances exceed the amount of the actual proceeds of insurance for the applicable claim (including the deductible portion), not to exceed the amount of the limits of insurance required in Section 18 of the General Provisions for Service Acquisitions.

15. FINANCIAL TERMS:

A. General: During the period commencing on the Effective Date and continuing through June 30, 2025 (Operating Years 1 through 3) (the “Cost-Plus Transition Period”), Aramark shall provide dining services for Client under the financial arrangement set forth in this Paragraph 13.B. Provided that the conditions set forth in Paragraph 15.C below are satisfied, for the remainder of the Agreement’s Term (Operating Years 4-10), the Parties may mutually agree to switch to a Profit-and-Loss financial arrangement (“P&L Arrangement”) as set forth in Paragraph 15.C below. If Client elects to switch to the P&L Arrangement, the parties will determine by January of the then-current operating year if the conditions set forth in Paragraph 15.C have been satisfied and, if such conditions have been satisfied, the P&L Arrangement shall go into effect on the new operating year (which begins July 1). At all times, all facilities, equipment and services to be provided by Client under this Agreement shall be at Client’s expense unless otherwise set forth in this Agreement.

B. Cost-Plus Arrangement During Transition Period:

1) The Cost-Plus Arrangement shall commence on the Effective Date and continue until the Parties mutually agree to switch to the P&L Arrangement in accordance with Paragraph 15.A above.

2) Certain Definitions Applicable to the Cost-Plus Transition Period:

i) “Allocated Charge” shall be defined as a charge established by Aramark, which is reasonably allocated to Client, for certain services provided by Aramark to client locations including for the development, implementation, operation and maintenance of the IT system; fringe benefits and human resource services; insurance coverage and related services. These charges are for centralized services that are more efficiently provided by Aramark centrally proportionally across Aramark’s customer base.

ii) “Direct Costs” shall be defined as all costs and expenses incurred by Aramark which are directly attributable to the Campus Food Service Program provided under the Agreement.

iii) “Gross Receipts” shall mean all receipts from the Campus Food Service Program.

iv) “Reimbursable Costs” shall mean the Direct Costs and Allocated Charges to be reimbursed to Aramark under this Agreement.

3) Meal Plan Pricing: Meal plan pricing and casual meal pricing for the Campus Food Service Program for during the Cost-Plus Transition Period shall be as set forth in Paragraph 15.D and Paragraph 17 of the Agreement (as amended for each year of the Cost-Plus Transition Period).

4) Cost-Plus Financial Arrangement:

i) During the Cost-Plus Transition Period, Aramark shall retain all Gross Receipts. Aramark shall be reimbursed by Client for all Reimbursable Costs incurred as part of the Campus Food Service Program under this Agreement plus a service fee as set forth in this paragraph (the "Service Fee"). There shall be no Service Fee for Year 1 of the Agreement. For Years 2-3 of the Agreement, the Service Fee shall be in the amount of 3% of Net Receipts.

Within twenty (20) days after the end of each Accounting Period, Aramark will submit to Client an operating statement for such Accounting Period. At the end of each academic semester, Aramark shall either (i) invoice Client for its Reimbursable Costs and Service Fee less all Net Receipts, or (ii) provide Client with a refund for any excess of Net Receipts less Reimbursable Costs and the Service Fee, whichever is applicable. The form and substance of the operating statement shall be substantially the same as the sample operating statement provided at Exhibit E to this Agreement.

ii) During the Cost-Plus Transition Period, Aramark, as a Direct Cost, will be responsible for (a) initial inventory of, and maintenance of inventories of, small expendable equipment and service wares, if any (provided, that Client, at its option, provide such initial inventory at its expense), (b) compensation (including wages and salaries, vacation (including earned but unpaid vacation) and holiday pay, and other paid time off for Aramark employees assigned to duty in the Campus Food Service Program) and related payroll costs for Aramark personnel assigned to duty in the Campus Food Service Program, (c) all food, supplies and services utilized at the Campus Food Service Program (with respect to which Aramark will retain all purchasing discounts), (d) an amount equivalent to the value, if any (as determined by Aramark invoice prices), by which closing inventory at the end of the Cost-Plus Transition Period for which Client has not been billed is greater than the opening inventory at the commencement of the Cost-Plus Transition Period, (e) the cost of all licenses, permits and all sales, use, excise, state and local business and income taxes, (f) amortization expense for any financial commitment made by Aramark relating to the Campus Food Service Program, (g) the cost of any Aramark-provided programming or funding, and (h) any other Direct Costs directly attributable to the Campus Food Service Program.

Aramark shall charge an Allocated Charge for providing insurance coverage required under the Agreement with respect to the Campus Food Service Program and related services, human resource services and fringe benefits for employees, proprietary materials and Aramark's IT System, its development, implementation, operation and maintenance.

C. P&L Financial Arrangement:

1) Unless otherwise agreed upon by the parties, Aramark shall provide the

services as a P&L Arrangement from Year 4 through Year 10 of the Agreement in accordance with this Paragraph 15.C, provided that the following conditions are met (the “P&L Conditions”): (a) At least 822 boarders are signed up for mandatory meal plans, unless the parties mutually agree on a different number; and (b) Client has completed Phase IV of its residential plan.

2) Under the P&L Arrangement, Aramark shall retain all receipts and pay its own expenses except as otherwise set forth in this Agreement.

D. Board Plan Rates: Commencing July 1, 2022, Aramark agrees to prepare and serve meals to Client’s students participating in the Board Plan for the 2022-2023, 2023-2024, and 2024-2025 operating years at the rates to be agreed upon and set forth at Exhibit A to this Agreement.

At the beginning of each semester, Client shall furnish Aramark with a list of all persons entitled to meals at Board Plan rates and shall advise Aramark weekly in advance of any changes in the list. Billings to Client will be based on the number of persons listed each Monday morning before breakfast. No allowance will be made for meals or days which contract patrons miss, and partial days will be considered full days for billing purposes.

Aramark shall sell all voluntary meal plans directly to students and Client shall sell any and all mandatory meal plans directly to students.

E. Cash Operations: Aramark shall retain all cash receipts. Aramark shall pay to Client a commission of Cash Net Receipts in incremental amounts as follows:

Net Receipts	Percentage of Net Receipts Paid to University on Incremental Basis
Up to \$6,000,000	7.5%
\$6,000,001 – \$8,500,000	12.5%
\$8,500,001 – \$11,000,000	17.5%
\$11,000,001 and above	22.5%

F. Catering: Aramark shall provide catering services for special groups and Presidential functions authorized by Client at prices to be mutually agreed upon.

G. 2022 Reimbursable Grant: Within fifteen (15) days of execution of this Agreement, Aramark shall pay to Client the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the “2022 Reimbursable Grant”). The Parties acknowledge and agree that a portion of the 2022 Reimbursable Grant shall be used by Client to reimburse Aramark for the purchase of smallwares during the Cost-Plus Financial Arrangement, and that the remaining amount shall be used for any general

educational purposes to be determined at the Client's sole discretion. The 2022 Reimbursable Grant shall be amortized on a straight-line, monthly basis over a period of ten (10) years, commencing on the Effective Date. The amortization of the 2022 Reimbursable Grant shall be charged to the operating statement so that Client shall reimburse Aramark for the monthly amortization as a Direct Cost during the Cost-Plus Financial Arrangement, and Aramark shall absorb the monthly amortization during the P&L Financial Arrangement.

Except for Client's termination of this Agreement for Aramark's Material Breach as set forth below in this subparagraph, upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2022 Reimbursable Grant, Client shall reimburse Aramark for the unamortized balance of the 2022 Reimbursable Grant as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the 2022 Reimbursable Grant was finalized at the Prime Rate plus two percentage points per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, Client agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date.

Client will not be required to reimburse Aramark for the unamortized balance of the 2022 Reimbursable Grant if this Agreement is terminated by Client for Material Breach (as defined below) by Aramark, provided that Client provides Aramark with reasonable notice and opportunity to cure such Material Breach. For the purpose of this subparagraph 15.G only, a "Material Breach" shall mean a breach so substantial and fundamental as to defeat the purpose or object of the Parties in entering into this Agreement such that the non-breaching Party receives something substantially or fundamentally less or different from that which the Party bargained for.

H. Financial Commitment: In consideration of the Client's agreement to award an Agreement to Aramark for a term of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Aramark shall make a financial commitment to Client in an amount up to Three Million Four Hundred Thousand and Three Dollars (\$3,403,000) (the "Financial Commitment") for food service facility renovations and for the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Food Service Program on Client's premises. Any equipment purchased by Aramark on Client's behalf shall be

mutually agreed upon by the parties and shall be purchased as a “sale-for resale” to the Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The Financial Commitment shall be amortized on a straight-line, monthly basis over the term of the Agreement, commencing upon the expenditure of a portion of the Financial Commitment to complete an individual project. The amortization of the Financial Commitment shall be charged to the operating statement so that Client shall reimburse Aramark for the monthly amortization as a Direct Cost during the Cost-Plus Financial Arrangement, and Aramark shall absorb the monthly amortization during the P&L Financial Arrangement.

Except for Client’s termination of this Agreement for Aramark’s Material Breach as set forth below in this subparagraph, upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Client shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the Financial Commitment was finalized at the Prime Rate plus two percentage points per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, Client agrees to pay interest on such amounts at the Prime Rate plus one percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark’s right to receive payment of invoices within thirty (30) days of the invoice date.

Client will not be required to reimburse Aramark for the unamortized balance of the Financial Commitment if this Agreement is terminated by Client for Material Breach (as defined below) by Aramark, provided that Client provides Aramark with reasonable notice and opportunity to cure such Material Breach. For the purpose of this subparagraph 15.H only, a “Material Breach” shall mean a breach so substantial and fundamental as to defeat the purpose or object of the Parties in entering into this Agreement such that the non-breaching Party receives something substantially or fundamentally less or different from that which the Party bargained for.

I. In-Year Funds: Each year of operations that this Agreement is in full force and effect, Aramark shall make available the funds below to Client. Such amounts will be held by Aramark and distributed to Client or upon Client’s request or as otherwise set forth with respect to each of the funds below. For purposes of clarity, the following funds are reimbursable to Aramark as Direct Costs in

any operating year in which the Agreement is operated under the Cost-Plus Financial Arrangement. Aramark acknowledges that Client may need to utilize any funds deemed to be philanthropic in accordance with the University's Gift Acceptance Policies and Procedures, and Aramark shall reasonably cooperate in distributing the funds at Client's direction to ensure Client's compliance with such policy at <https://www.csudh.edu/Assets/csudh-sites/ua/docs/csudh-policies-procedures-2018.pdf>.

1) Continuous Improvement Fund. Starting in Year 4 of the Agreement, Aramark will make available an amount up to 1.1% of annual Net Receipts, which shall become available as it accrues during the operating year, to be used to improve the overall dining services including, but not limited to, refreshes, concept changes, and replacement of equipment and/or small wares, as to be agreed upon by the parties. Any unused portion of the Innovation Fund at the end of the operating year will roll over year-to-year, and shall expire upon contract termination or expiration.

2) Utilities Fund. Starting in Year 1 of the Agreement, Aramark will pay an amount equal to .9% of the annual Net Receipts to Client which shall become available as it accrues during the operating year, to cover the cost of Aramark's use of utilities. Other than the payment set forth in this paragraph, Aramark shall not be charged by the Foundation or University for utilities.

3) Food Cost Credit. Starting in Year 4 of the Agreement, Aramark shall pay to Client at the end of each Accounting Period an amount equal to 5% of Aramark's annual invoice cost of food and beverages (the "Food Cost Credit").

4) Diversity Equity and Inclusion Fund. Aramark shall make available upon Client's request the following funds on an annual basis as set forth below to be used by Client for DEI programming, scholarships, and community partnerships to be mutually agreed upon by the parties. Any unused funds shall expire 180 days after the end of that operating year (for clarity, a total of 18 months).

Operating Year	Amount
Year 1	\$20,000
Year 2	\$45,000
Year 3	\$70,000
Year 4	\$72,100
Year 5	\$74,263
Year 6	\$76,491
Year 7	\$78,786
Year 8	\$81,149

Year 9	\$83,584
Year 10	\$86,091

5) Scholarship Fund. Aramark shall make available upon Client's request the following funds for in-kind meals as well as academic scholarships on an annual basis. Any unused funds shall expire 180 days after the end of that operating year (for clarity, a total of 18 months).

Operating Year	Amount in Meal Plan Scholarships	Monetary Amount for Scholarships
Year 1	\$5,750	\$5,750
Year 2	\$11,500	\$11,500
Year 3	\$11,500	\$11,500
Year 4	\$11,845	\$11,845
Year 5	\$12,200	\$12,200
Year 6	\$12,566	\$12,566
Year 7	\$12,943	\$12,943
Year 8	\$13,332	\$13,332
Year 9	\$13,732	\$13,732
Year 10	\$14,144	\$14,144

6) Philanthropy Fund. In support of community service learning and the public good, Aramark shall make available funding up to the amounts per year set forth in the table below for community projects, philanthropy, mentorship, graduate development activities, health and wellness fairs/activities and local restaurant/chef programs. Such funds shall be made available upon Client's request. Any unused funds shall expire 180 days after the end of that operating year (for clarity, a total of 18 months).

Operating Year	Amount
Year 1	\$3,500
Year 2	\$3,500
Year 3	\$12,500
Year 4	\$12,875

Year 5	\$13,261
Year 6	\$13,659
Year 7	\$14,069
Year 8	\$14,491
Year 9	\$14,926
Year 10	\$15,373

J. Annual Funding Commitments. For each year of operations that this Agreement is operated under the Cost-Plus Financial Arrangement, Aramark shall commit up to the annual amounts set forth below to support the described activities for each funding commitment. Aramark will partner with Client on an annual basis to align on how the funding commitments shall be allocated. For purposes of clarity, the following annual funding commitment are reimbursable to Aramark as Direct Costs in any operating year in which the Agreement is operated under the Cost-Plus Financial Arrangement.

1) Social & Environmental Funding Commitment. In support of social and environmental responsibility & sustainability, Aramark shall commit up to the annual funding amounts set forth in the table below for food pantries, Swipe out Hunger/meal donations, sustainability interns, sustainability events/University partnerships, and farmers markets/local sourcing Initiatives.

Operating Year	Committed Annual Amount
Year 1	\$14,000
Year 2	\$24,000
Year 3	\$25,000
Year 4	\$25,750
Year 5	\$26,523
Year 6	\$27,318
Year 7	\$28,138
Year 8	\$28,982
Year 9	\$29,851
Year 10	\$30,747

2) Scholarship, Research, and Creative Activity Funding Commitment. In addition to the Scholarship Fund set forth above at Paragraph I.5 above, Aramark shall commit up to the annual amounts set forth in the table below for paid internships, educative programming, and student graduate recruiting.

Operating Year	Committed Annual Amount
Year 1	\$25,875
Year 2	\$114,425
Year 3	\$140,875
Year 4	\$145,101
Year 5	\$149,454
Year 6	\$153,938
Year 7	\$158,556
Year 8	\$163,313
Year 9	\$168,212
Year 10	\$173,258

K. Key Performance Indicators (KPIs). Aramark shall comply with the operational terms and conditions set forth in the KPI document attached hereto as Exhibit B. If Aramark fails to meet any of the individual KPI metrics on an annual basis, it shall pay to Client the total prescribed penalty amount after the close of the then-current operating year.

Aramark and Client shall meet on a monthly basis for purposes of financial and operational reporting and discussion. At such monthly meetings, the following topics shall be discussed: (i) monthly and year-to-date financial results; (ii) monthly results of catering and client feedback; (iii) monthly operational data; (iv) monthly student feed-back received; and (v) any issues of concern regarding the dining service operations.

Aramark and Client shall meet annually for the purpose of evaluating the effectiveness and efficiency of which Aramark performs its obligations under this Agreement, and shall review and agree to KPI's for the following operating year. If there is a material change in conditions with respect to, or impacting, the dining services, the parties would renegotiate the KPIs and the amounts at-risk. Client reserves the right to publish Aramark's performance with respect to the KPIs without restriction.

16. ACCOUNTING:

A. Initial Four-Week Payment: Prior to the commencement of operations hereunder, Aramark shall submit to Client an invoice for an amount equal to the estimate of Aramark's charges for serving Board Plan patrons for one (1) four-week Accounting Period ("Initial Payment").

Within twenty (20) days prior to the commencement date of each school year thereafter, Aramark will submit to Client an invoice in an amount equal to the increase, if any, or a credit memo for the decrease, if any, in such Initial Payment from the amount previously billed.

The foregoing payments shall be retained by Aramark and shall be used from time to time by Aramark in part to make purchases. Such payments shall be credited to Client at the time of the last billing made by Aramark to Client at the termination of this Agreement.

B. Accounting Period Billing: Within twenty (20) days after the end of each Accounting Period, Aramark will submit to Client an invoice for the amounts due Aramark pursuant to Paragraph 13 for such period.

C. Commission & Food Cost Credit Payment: Within thirty (30) days after the end of each Accounting Period, Aramark will pay to Client the commissions and Food Cost Credit due to Client pursuant to Paragraph 13.

D. Payment Terms: All invoices submitted by Aramark to Client shall be paid within thirty (30) days of the invoice date. In the event invoices are not paid within forty-five (45) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Rate per annum or One Percent (1%) per Accounting Period, whichever is greater, on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid.

The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within ten (10) days of the invoice date. In the event that Aramark incurs legal expense in enforcing its right to receive timely payment of invoices, Client agrees to pay reasonable attorney's fees and other costs.

17. RENEGOTIATION; ADJUSTMENT FOR CERTAIN CHANGES: Aramark, exercising its good faith business judgment as a leading provider of food services, will determine the prices at which items are to be sold in connection with the Campus Food Service Program during the term of this Agreement.

Unless otherwise agreed upon by the parties, Aramark may increase the meal rates set forth herein by the greater of (i) 3% or (ii) the greater of the percentage change, if any, during the 12 month period preceding each anniversary of the effective date of this Agreement in (A) the Consumer Price Index published

by the United States Department of Labor, Bureau of Labor Statistics (1982=100% base period), Food Away from Home, or a comparable index if that index is not available, or (B) the Employment Cost Index published by the United States Bureau of Labor Statistics (June 1989 = 100% base period), Total Compensation for Private Industry Workers in Business Services, or a comparable index if that index is not available.

Aramark shall provide pricing recommendations for meal plans by January of each year and the Parties shall mutually agree upon the meal rates by February for the upcoming operating year. The financial terms set forth in this Agreement and other obligations assumed by Aramark hereunder are based on conditions in existence on the date Aramark commences operations, including by way of example, Client's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes, and any other conditions and assumptions set forth in Aramark's Proposal. In addition, Aramark has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by Client, in addition to all other rights and remedies of Aramark at law, in equity and under this Agreement, the financial terms and other obligations shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

Notwithstanding anything herein to the contrary, the financial terms set forth herein are based on the wages and benefits in effect as of the date Aramark commences operations hereunder. If Aramark's costs increase due to increases in employee health and welfare benefits costs or due to causes beyond Aramark's control, including, but not limited to, an increase in federal, state or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions), or changes in a collective bargaining agreement covering Aramark's or the University's employees, then Aramark shall give University written notice of such increase, and ten (10) business days after such notice, Aramark shall automatically be entitled to a pro rata increase in its financial compensation to cover increased labor costs resulting directly or indirectly from such increase.

18. FORCE MAJEURE: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed for services previously rendered, reimbursement of ongoing amortization expense for financial commitments previously provided by Aramark, and payment for mutually agreed upon business continuity services (e.g., maintaining certain staff, providing limited services, etc.), if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; act of terrorism, fire, flood, natural disaster, epidemics, pandemics, declaration of emergency, curfew, business closure or quarantine mandated by executive order or other federal, state, or local guidance or other laws; or any other act or occurrence beyond

the reasonable control of either party causing a material impairment on or reduction of the Services, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure Event". In the event of a Force Majeure Event which interferes with the Campus Food Service Program, upon request, Aramark shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to Aramark and Client, which shall include reimbursement for all actual, out-of-pocket costs incurred by Aramark in anticipation of its provision of the Campus Food Service Program during the Force Majeure Event, ongoing amortization expenses, and payment for business continuity services as described above. The parties agree that this provision supplements, and is in addition to, the Material Change of Circumstances provision at Section 48 of the General Provisions of Services document incorporated into this Agreement.

19. ACCURATE BOOKS AND RECORDS: Aramark shall maintain accurate books and records in connection with the Campus Food Service Program and shall retain such records for the Term of the Agreement and a period of three (3) years after termination or expiration of the Agreement.

20. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: Aramark acknowledges that Client is required to conform to certain public disclosure requirements established under California Law, including but not limited to the California Public Records Act. Accordingly, Client may be required to provide copies of any and all information relating to this Agreement, financial reports, and other information provided by Aramark, except therein certain information considered as legally exempt from public disclosure under application California or federal law. In the course of the performance of this Agreement, Client may be exposed to trade secrets or other confidential or proprietary information and materials of Aramark, which may include not be limited to, personal identification information, menus, recipes, signage, food service surveys and studies, management guidelines, procedure, operating manuals and software, and confidential financial and procurement details (the "Potential Proprietary Information").

Any Potential Proprietary Information of Aramark shall be considered confidential information and/or trade secret information by Client and shall not be disclosed unless Client is required to disclose the information to a third party under California or federal law requiring disclosure of such documentation. Aramark shall provide Client with redacted versions of all Proposal documents, all executed Agreement documents, and any other documents requested by Client for purposes of open record requests. Moreover, any information that is initially characterized as Potential Proprietary Information may later be defined as nonconfidential information if the Client is required by law to disclose such information to a third party. In the event that Client receives a request or notice to produce Potential Proprietary Information that has been

provided by Aramark, Client shall use reasonable efforts to: (i) assert the confidential nature of the information to be disclosed if Client determines that the requested information is exempt from the public disclosure requirements, or, if Client has not so determined, assert that Aramark deems such information to be confidential, (ii) seek confidential treatment for information subject to a disclosure demand if Client has determined that the requested information is exempt from the public disclosure requirements, including coordinating with Aramark in asserting grounds to seek such confidential treatment, and (iii) to the extent reasonably practicable, notify Aramark in writing of the requirement, order, or request to disclose Potential Proprietary Information in advance of such disclosure in order to afford Aramark an opportunity to make an independent determination whether the requested information is protected from disclosure and to enable Aramark to contest disclosure if allowable. If Aramark contests such disclosure, (a) it shall be solely responsible for all of its attorney's fees, costs, and expenses incurred in contesting such disclosure and (b) if a court of competent jurisdiction determines that the requested documentation or information was improperly withheld and awards court costs and attorney's fees to the party making the request for documents or information, Aramark will indemnify Client for such court costs and attorney's fees awarded to such a party. Notwithstanding any provision in this Agreement it shall not be a breach of the Agreement or violation of any duty for the Client to publicly disclose records that are subject to public disclosure requirements under the California Public Records Act and/or other applicable law or statute.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by Client based on Aramark supplied information, relative to or utilized in Aramark's business or the business of any subsidiary or affiliate of Aramark, shall be the property of Aramark and shall be confidential. Client shall keep such information confidential except where disclosure is required by law, including open record requests, in which case Client shall make best efforts to consult with Aramark prior to producing any requested documents, and shall so instruct its agents, employees, and independent contractors, and the use of such information by Client in any manner shall not affect Aramark's ownership or the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of Aramark.

B. Proprietary Materials: Client agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), solely created by Aramark on Client's campus in connection with the food services provided by Aramark under this Agreement, shall remain the property of Aramark. Upon termination of this Agreement, all use of

trademarks, service marks, and logos owned by Aramark or licensed to Aramark by third parties shall be discontinued by Client, and Client shall immediately return to Aramark all Proprietary Materials.

"Aramark Marks" means the names, logos, service marks, trademarks, trade dress, and trade names, whether or not registered, now or hereafter owned by or licensed to Aramark or its affiliated and parent companies. Client will not use the Aramark Marks for any purpose except as expressly permitted in writing by Aramark. Client shall provide Aramark a copy of all promotional materials that use or reflect Aramark Marks no later than fifteen (15) days before Client distributes such promotional materials. Upon termination of Agreement, Client shall discontinue the use and display of any Aramark Marks and shall allow Aramark to remove all goods bearing any Aramark Marks.

"CSU Marks" means the names, logos, service marks, trademarks, trade dress, and trade names, whether or not registered, now or hereafter owned by or licensed to California State University, Dominguez Hills and Client. Aramark will not use the CSU Marks for any purpose except as expressly permitted in writing by Client. Aramark shall provide Client a copy of all promotional materials that use or refer to CSU Marks associated with the Client no later than fifteen (15) days before Aramark distributes such promotional materials. Upon termination of Agreement, Aramark shall discontinue the use and display of CSU Marks associated with the applicable Client. CSU Marks cannot be altered in any manner and must follow the strict guidelines set forth in the Agreement. Use of CSU Marks without the approval of the Client or the use of Aramark Marks without the approval of Aramark shall be considered a material breach of the Agreement. In such case, the non-breaching party may, among other things, require the breaching party to modify, at its sole cost and expense, any unapproved changes and/or to discontinue any use of the CSU Marks or Aramark Marks, as the case may be, or samples that were not pre-approved. To denote CSU's ownership of the CSU Marks, Aramark shall include as required and provided by CSU, appropriate trademark and/or copyright notices in marketing/communication materials, in media, such as websites or on products.

21. NOTICE: Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To Aramark:

Aramark Educational Services, LLC
Aramark Global HQ
2400 Market Street
Philadelphia, PA 19103
ATTN: President

With a copy to:

Aramark Educational Services, LLC
Aramark Global HQ
2400 Market Street
Philadelphia, PA 19103
ATTN: Vice President and Associate General Counsel

To Client:

California State University, Dominguez Hills Foundation
1000 E. Victoria Street
Carson, CA 90747
ATTN: Executive Director, Foundation

With a copy to:

California State University, Dominguez Hills
1000 E. Victoria Street
Carson, CA 90747
ATTN: Director, Procurement and Contracts

22. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement, including Client's Agreement, CSU General Provisions for Service Acquisitions, CSU Information Security Requirements, Supplemental Provisions, represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied other than those set forth herein.

The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

23. WAIVER: The failure of Aramark or Client to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party. Aramark's and Clients rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

24. INTENTIONALLY OMITTED.

25. TERMINATION; TRANSITION SERVICES:

A. If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which

notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall meet to discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action ("Good Faith Negotiation Period"). During the Good Faith Negotiation Period, each Party will use its best efforts to find mutually agreeable resolution to avoid the early termination of the applicable Agreement, including but not limited to, participating in in-person discussions at CSUDH, engaging a qualified neutral third-party mediator, if needed, and committing to honest and fair dealing with each Party. Following the thirty (30) day Good Faith Negotiation Period, if the Parties are unable to reach mutually agreeable resolution, the Party considering termination may elect to terminate the Agreement by giving the other Party sixty (60) days' written notice of its intention to terminate, provided however, that termination may only be effective as May 31 of an academic year, and neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement. In the event Aramark provides written notice of its intention to terminate the Agreement for convenience, Client shall use its best efforts to secure an agreement with a new vendor whose services will commence immediately after Aramark' termination becomes effective. If, however, Client is not able to do so, Aramark shall continue providing Services pursuant to the terms and conditions of the Agreement and any addenda/amendments thereto, until an agreement with a new food service vendor becomes effective ("Transition Period"), provided that: (i) Client is not in default under the Agreement and continues to perform its obligations under the Agreement during the Transition Period, (ii) Client shall reimburse Aramark for any operating loss it sustains during the Transition Period; and (iii) the Transition Period will not exceed 60 days. Client will not unreasonably delay in securing the services of a new vendor in the event of Aramark' termination.

B. In the event of a breach by Client of the payment terms set forth in Paragraph 16 of this Agreement, Aramark shall give Client written notice specifying the amount of such breach, and Client shall have thirty (30) days within which to cure such breach. If the breach is not cured within that time, Aramark shall have the right to then terminate this Agreement by giving Client thirty (30) days' written notice of its intention to terminate.

C. In the event of a material default in the performance of the Agreement, the Party claiming such failure shall give the other Party written notice of such material default. If the failure has not been corrected within thirty (30) days from such notice (or, with respect to default in payment, within thirty (30) days from such notice), the non-defaulting party may terminate the applicable the Agreement effective ten (10) days after the end of said period. For purposes of clarity, this right to termination is separate and in addition to the Material Breach standard required for the exception to

buyback protection of the 2022 Reimbursable Grant and Financial Commitment set forth in Paragraph 15 above.

D. Upon the termination or expiration of the Agreement, Aramark shall, as soon thereafter as is feasible, but in no event later than thirty (30) days after the effective date of termination or expiration of the Agreement, vacate all parts of the Premises occupied by Aramark, remove its equipment (if applicable) and return the Facilities to Client, together with all the equipment furnished Client pursuant to the terms of the Agreement, in the same condition as when originally made available to Aramark, excepting reasonable wear and tear, fire and other casualty loss.

E. The termination or expiration of the Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the parties to the Agreement as they exist as of the effective date of termination or expiration, except to the extent expressly provided in this Agreement. Aramark and Client shall cooperate fully with each other during the term of the Agreement and subsequent thereto in order to ascertain and satisfy the liabilities of either party to the other.

F. At the termination of the Agreement, if requested by Aramark and agreed to by Client, Client may either purchase directly or cause Aramark' successor to purchase Aramark' usable inventory of food and supplies, it being further agreed that if Aramark maintains an inventory of supplies bearing the logo of Client or of a sponsor, Client shall either purchase directly or cause Aramark' successor to purchase Aramark' usable inventory of such logoed supplies. The purchase price for such food and/or supplies shall be at the cost Aramark paid for such food and/or supplies.


26. ASSIGNMENT: Neither Client nor Aramark shall assign this Agreement without the prior written consent of the other.

27. PUBLICITY: Neither Aramark nor Client shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law except as necessary for the performance of this Agreement. Aramark shall provide Client with redacted versions of this Agreement, including all incorporated documents including but not limited to, Aramark's proposal in response to the RFP. Neither Client nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts. Aramark shall not identify Client as a reference in communications to prospective clients without prior permission from Client.


28. SURVIVAL: The following terms and conditions shall survive the expiration or termination of this Agreement: Paragraph 1.C (with respect to the transfer of any alcohol license or permit); Paragraph 3.E (with respect to indemnification obligations); Paragraph 7.D; Paragraph 7.E; Paragraph 7.G; Paragraph 13; Paragraph 14; Paragraphs 15.G and 15.H (with respect to any amounts that are due upon expiration or termination); Paragraph 19; Paragraph 20; Paragraph 23; Paragraphs 25.D through 25.F; Paragraph 27. In addition to the foregoing, any amounts due from one Party to the other Party in connection with Services rendered under this Agreement prior to expiration or termination shall survive the termination or expiration of this Agreement; any terms and conditions that expressly state that they will survive termination or expiration will survive such termination or expiration; and any obligations of a Party to indemnify, defend or hold the other Party harmless shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

California State University, Dominguez Hills
Foundation
("Client")

By:  09/07/2022
Tranitra Avery (Sep 7, 2022 13:22 PDT)
Name: Tranitra Avery
Title: Executive Director

California State University, Dominguez Hills
("Client")

By:  09/07/2022
Deborah Wallace (Sep 7, 2022 21:56 PDT)
Name: Deborah Wallace
Title: Vice President Admn. & Finance/CFO

ARAMARK EDUCATIONAL SERVICES, LLC
("Aramark")

DocuSigned by:

3D30E15B60E7495...
By: _____
Name: Rich Kotzker
Title: CFO

EXHIBIT A
Board Plan Rates

EXHIBIT B
KPIs

Campus Proposed KPIs				
Key Performance Indicators	Goal	Metric	Metric Source	Risk
Student Employment	Percent of student employees to total hourly associates	YOY growth of student worker % of total employees at non-union - cap metric to be mutually agreed upon	Financial Attachment - Agreement	\$5,000
Paid Internships	Combined local and summer internships annually	Agreed upon internship count per Agreement	Financial Attachment - Agreement	\$5,000
Financial Offer	Achieve agreed upon annual financial expectations	Mutually Agreed Upon Annually	Achieve Client Return / Annual Business Review	\$5,000
Food Quality	Quality, variety, and freshness	75% or Higher on Voice of Consumer Survey	Aramark Surveys	\$5,000
Clean Campus Dining Environment	All venues clean and sanitary. Annual audit results with satisfactory scores from the prevailing health authority, annual training for all employees.	Pass Audit Results	City/County Health Department(s)	\$5,000
Safe Working Dining Environment	Keep employees safe. Implementation of Safety program, Positive Score on Aramark Safety Audits (1x year). Annual training for all employees.	Injury Frequency Rate (IFR) target set to < 3.5	Aramark HR	\$5,000
Customer Service	Friendly & helpful staff, collaborative & approachable	75% or Higher on Voice of Consumer Survey	Aramark Surveys	\$5,000
Achieves AASHE Stars Targets	Year on year improvement towards AASHE Stars score	Campus and Aramark to mutually agree and input (ex: 10% improvement up to 4.0)	AASHE Stars: Food and Dining Section	\$2,500
Minimize dining's CO2e contributions to campus	- Minimum of 75% diversions from landfill in year one, increase to 90% by year 3 - Report on emissions from campus menus (carbon footprint) - Annual water and energy efficiency improvements	- Hauling data/volume by waste stream category, plus annual waste audits - Pursue Green Restaurant Association certification - Aramark's methodology for scope 2 emissions calculations		\$2,500
Achieves agreed upon local sourcing targets	> 15% in year one and >20% each year after for eligible purchases sourced within 200 miles of campus	15% in year one, 20% each year after above Locally Sourced	Aramark Purchasing	\$5,000
Strategic Planning and Innovation	Demonstrate strategic thought; moves campus forward with adopting new technology and process improvement	Delivery/Update of Strategic Plan with Concrete Goals, Annually	Client Business Review	\$5,000
Strategic Planning and Innovation	Execution of strategic plan	Goals achieved from prior year as mutually agreed and reviewed at Annual Business Review	Annual Business Review	\$5,000
Agreed upon voluntary meal plan growth achieved	Benchmark targets mutually agreed upon	Voluntary meal plans sales - % growth year over year	CampusDish / Annual Business Review	\$5,000

EXHIBIT C
Responsibility Matrix

Area and/or Included As An Operational Expense	Aramark Responsibility	Foundation Responsibility
Back of House and Contractor Office Space		
Work Area Surfaces, Walk-in Coolers/Freezers, & Equipment, Including Transport Equipment	Keep clean from spills, grease, debris and miscellaneous waste; Clean and sanitize as needed following HAACP guidelines	
Floors	Keep clean from spills, grease, debris and waste; Clean & sanitize daily per HAACP guidelines	
Walls	Keep clean from spills, grease, debris and waste; Clean & sanitize monthly all areas below 6 feet	Deep clean between academic periods all areas above 6 feet
Ceilings, Fan Blades, Wall Vents and Duct Covers		Deep clean between academic periods
Back of House Windows Up to 6 feet	Clean & sanitize weekly	Interior and exterior window cleaning between academic periods
Lighting and Light Fixtures Up to 6 feet	Reporting to the Client light bulb replacement, excluding bulbs in exhaust hoods and walk-in coolers/freezers, which Contractor replaces	Replacement and maintenance of any light bulbs or fixtures, excluding bulbs that Contractor will replace in exhaust hoods and walk-in coolers.
Ventilation and Exhaust Hood Systems	Clean & sanitize exhaust hood canopies and filters below ceiling level daily as proscribed by manufacturer	Steam cleaning and maintenance of building ventilation systems, including deep cleaning as needed or required by local ordinance, up to 4 times per year.
Trash removal	Transport garbage and recyclables to designated dock area containers; Clean work area trash receptacles as needed.	In coordintaion with Loker Student Union, arrange for garbage and recyclable pick-up from loading dock areas
Grease and oil	Contractor to remove used oil to designated dock area container and coordinate pick up with third party contractor	
Servicing grease traps	Contractor to coordinate with Client	Client to coordinate and pay for maintenance of grease traps and twice annual cleaning of grease traps
Servicing Drains/Plumbing	Responsible for drain or plumbing issues. Must report and coordinate repair with client	Foundation to coordinate with Loker Student Union for repair. Loker Student Union to coordinate repairs on a charge back basis
General Maintenance	Responsible for maintenance issues related to infrastructure (walls, plumbing, electrical, floor, network, exhaust system) caused during regular course of business. Must report and coordinate repair with client	Foundation to coordinate with Loker Student Union for repair. Loker Student Union to coordinate repairs on a charge back basis
Loading Dock, Receiving & Trash Areas, and Supporting Elevators	Keep clean from spills, grease, debris and miscellaneous waste.	
Storage Areas	Keep neat, clean, and well organized; Maintain all food and supplies above floor level; Remove and dispose of surplus equipment as needed, per Client approval	Review requests for removal and disposal of surplus equipment
Extermination Services	Contractor to alert Client of issues and will work to resolve as soon as possible	Client to provide and pay for at least monthly exterminations services and emergency services as needed.
Restrooms and Employee Areas	Clean, sanitize and stock regularly throughout the day	
Telephone and internet connection		Client to provide
Office Space	Contractor to provide office supplies and computer equipment	Client to provide spaces outfitted with office furniture

Area and/or Included As An Operational Expense	Contractor Responsibility	Client Responsibility
Front of House		
*Dedicated Serving Area Floors	Spot clean and maintain as needed; Clean & sanitize floors at the end of the service day	Deep clean between academic periods
*Shared Serving Area Floors	Spot clean and maintain as needed throughout the day	Clean & sanitize floors at the end of the service day; Deep clean between academic periods
Trash removal, *Dedicated Service Areas	Transport garbage and recyclables to dock area containers, as needed and at the end of each service day. Clean serving and dining area trash receptacles daily and as needed throughout	Garbage and Recycling pick-up from Dedicated Service and dock areas per University campus schedule
Trash removal, *Shared Service Areas	Empty and transport garbage and recyclables to dock area containers, as needed. Clean common dining area trash receptacles as needed.	Clean serving and dining area trash receptacles daily; Garbage and Recycling pick-up from Shared Service and dock areas per University campus schedule
*Dedicated Dining Seating Area Floors	Spot clean and maintain as needed throughout the day	In coordination with Loker Student Union provide for Nightly Janitorial cleaning may be coordinated using LSU Contractor.
*Shared Dining Seating Area Floors	Spot clean and maintain as needed throughout the day. Keep free from debris and spills throughout the day.	In coordination with Loker Student Union clean & sanitize or vacuum floors at the end of each service day; Periodic deep cleaning of public area floors and providing for nightly janitorial services.
Serving Area Walls	Spot cleaning as needed areas below 6 feet	Client to conduct cleaning and maintenance as needed or required by local ordinances. Deep clean between academic periods.
Ceilings, Fan Blades, Wall Vents & Duct Covers		Client to conduct cleaning and maintenance as needed or required by local ordinances. Deep clean between academic periods.
Serving & Dining Area Lighting and Light Fixtures	Reporting light bulbs in need of replacement	Cleaning of light fixtures; replacement and maintenance of light bulbs and fixtures.
Ventilation Systems		Cleaning and maintenance of building ventilation systems, including deep cleaning as needed or required by local ordinances.
Area and/or Included As An Operational Expense	Contractor Responsibility	Client Responsibility
Miscellaneous		
Smallwares, china, glass, flatwares	Contractor to provide replacements for: Back of house smallwares; Front of house china, glass, and flatware	Client to provide adequate initial inventory by location
Foodservice Equipment	Contractor may provide additional as per campus specific campus investment	Client to provide initial inventory and replacements as needed
Fire suppression system		Client to repair and service fire detection/suppression system
<i>*Dedicated = Restricted Access Areas (behind service lines)</i>		
<i>*Shared = General guest/student access (in front of all service lines)</i>		

Aramark shall be primarily responsible for providing access to areas controlled by Aramark to vendors performing repair and maintenance work including, but not limited to, exhaust Service, fire Alarm Service, State fire marshall grease trap service, plumbing Services to dining areas, Co2 service, beverage Service (Pepsi), pest elimination in dining areas, Ware washing Service (leased) for dish machine central kitchen, repairs and maintenance to any kitchen equipment (industrial electric, Tech24 as examples); all HVAC vendors (Cold Storage Refrigeration, EnovativeTech), and IT related Support in dining Areas (Oracle, Stateside IT).

EXHIBIT D

FOOD PURCHASING MINIMUM STANDARDS

Aramark shall adhere to the minimum standards in its food purchasing as set forth herein. Aramark shall exceed these minimums wherever possible. In the absence of grade labeling, Aramark shall provide Client with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. All other food items not included in the below categories shall be of comparable quality.

- 1) Beef: Beef and Veal shall be USDA Choice or better, except for meat used in extended dishes, and ground beef, which can be USDA Select. Veal steaks shall be solid meat portions - not pre-formed from chopped or ground meat. Ground beef shall not exceed 20% fat content. All Beef served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 2) Pork and Lamb: Pork and Lamb shall be USDA Grade A, #1. Pork steaks shall be solid meat portions - not pre-formed from chopped or ground meat. All Pork and Lamb served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 3) Poultry: All Poultry shall be Grade A or better and be inspected and passed for wholesomeness by the official inspectors of the USDA. Poultry shall be solid meat portions - not pre-formed from chopped or ground meat.
- 4) Seafood: All Seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Department of Health. Frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the USDA. Seafood selections shall be in keeping with the Monterey Bay Aquarium's Seafood Watch List Best Practices. To the extent financially feasible, preference will be given to Alaska seafood.
- 5) Deli Meat: Processed Deli Meats such as bologna or salami shall be an "all beef" or "all turkey" product.
- 6) Fresh Eggs: All Fresh Eggs shall be U.S. Grade AA (Large or Medium) and cage free.
- 7) Fresh Fruits and Vegetables: All Fresh Fruits and Vegetables shall be top grade, such as Extra Fancy, depending on the specific fruit or vegetable used in preparation of the finished product.
- 8) Canned Fruits: All Canned Fruits shall be U.S. Grade A Fancy, except Choice may be used for cooking purposes. Fruits shall be packed in light syrup.
- 9) Frozen Foods: All Frozen Foods shall be U.S. Grade AA or A, depending on the specific product used and shall have been packed under continuous inspection by the U.S. Department of Agriculture.

- 10) Dairy Products: Milk products will be RSBT free, fortified with Vitamin D, and be Grade A. Ice cream shall be available in a minimum of three flavors. Butter / Margarine shall be a minimum 92 score. Cheeses shall comply with Department of Health standards. Frozen dairy products shall comply with Department of Health standards.
- 11) Cheese: Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.
- 12) Trans-Fats: All food served in the Food Service Program, whether prepared on site or purchased in a prepared state shall be free of trans-fats.
- 13) Antibiotics and Growth Additives: Supplier shall be required to demonstrate year over year continuous improvement toward reduction of antibiotics and growth additives in foods served.

EXHIBIT E

SAMPLE OPERATING STATEMENT

CSUDH - Signature Page and Riders A-D SIGNED BY ARAMARK

Final Audit Report


2022-09-08

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By:	Maria Hernandez (MEHERNANDEZ@CSUDH.EDU)
Status:	Signed
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"CSUDH - Signature Page and Riders A-D SIGNED BY ARAMARK" History

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