CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

DECLARATIONS

1. **Memorandum Number:** CSURMA.2025.07.01

2. **Named Covered Party:**

   California State University Risk Management Authority (CSURMA)
   California State University (CSU) - Per Endt. 2
   Auxiliary Organizations Risk Management Alliance (AORMA) - Per Endt. 3

3. **Mailing Address:**

   California State University, Office of the Chancellor
   401 Golden Shore
   Long Beach, CA 90802-4210

4. **Memorandum Period:** July 1, 2025 to July 1, 2026

5. **Retained Limit:** $10,000,000 any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts. **Defense Costs** erode the Retained Limit.

6. **Limits of Liability:**
   A. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts excess of Retained Limits..$5,000,000
   B. Aggregate Limit during each memorandum period as a result of Completed Operations Hazards $5,000,000
   C. Aggregate Limit during each **Memorandum Period** as a result of Wrongful Acts arising out of **Public Officials' Errors and Omissions** Liability ....N/A
   D. Aggregate Limit during each **Memorandum Period** as a result of: **Employment Practices** Liability..N/A
   E. Aggregate Limit during each **Memorandum Period** as a result of: Employee Benefits Liability ....N/A

7. Program Administrator:

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105

8. Self-Insured Claims Servicing Organizations:

Campus: Office of the Chancellor (Self-Administered)
AORMA: Carl Warren & Company

9. Premium:

These Declarations together with the coverage form and endorsements issued to form a part of the Memorandum thereof, complete the above numbered Memorandum.

DocuSigned by:
Zachary Gifford
EF2254FFCAE5404...

Countersigned: ______________________
Zachary Gifford
CSURMA Secretary-Auditor

9/19/2025

Date: ______________________

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE

Various provisions in this Memorandum restrict coverage. Read the entire Memorandum carefully to determine **your** rights, duties and what is and is not covered.

Throughout this Memorandum the words **you** and **your** refer to the **Named Covered Party(s)** shown in the **DECLARATIONS** and any other person(s) or organization(s) qualifying as a **Covered Party** under this Memorandum. The words **we, us,** and **our** refer to the entity providing this coverage, namely **CSURMA**. Other words and phrases that appear in boldface have special meaning. Refer to **SECTION VII DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the statements in the **DECLARATIONS** made a part hereof and subject to all of the terms of this Memorandum, **we** agree with **you** as follows:

SECTION I - COVERAGE AGREEMENT

We will pay on **your** behalf the **Ultimate Net Loss** in excess of **your Retained Limit** hereinafter stated which **you** become legally obligated to pay as **Damages** because of:

Personal Injury;
Property Damage;
Public Officials Errors and Omissions;
Employment Practices Claims; or
Employee Benefits Wrongful Act

to which this Memorandum applies caused by an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**.

SECTION II - DEFENSE AND DEFENSE COSTS

1. **We** will have the right and duty to defend any **Claim** or **Suit** against the **Covered Party** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage applies even if the **Claim** or **Suit** is groundless, false or fraudulent when the **Retained Limit** has been exhausted by the payment of **Damages** including **Defense Costs** to which this coverage applies and provided further that no other insurer has a duty to defend or is defending such **Claim** or **Suit**.

2. **We** will have no duty to defend the **Covered Party** against any **Claim** or **Suit** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage does not apply.

3. When **we** assume the defense of any **Claim** or **Suit** on **your** behalf, **we** will:

   A. Investigate, negotiate and settle the **Claim** or **Suit** as **we** deem expedient; and

   B. Pay the following to the extent that they are not covered by any other coverage:

1) Premiums on bonds to release attachments for amounts not exceeding **our** Limits of Coverage, but **we** are not obligated to apply for or furnish any such bond;

2) Premiums on appeal bonds required by law to appeal any **Claim** or **Suit we** defend, but **we** are not obligated to apply for or furnish any such bond;

3) All reasonable costs taxed against **you** in any **Claim** or **Suit** that **we** defend;

4) Pre-judgment interest awarded against **you** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable Limit(s) of Liability, **we** will not pay any pre-judgment interest accrued for that period of time after the offer;

5) All interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court the part of the judgment that is within **our** applicable Limit(s) of Liability; or

6) **Your** reasonable expenses incurred with **our** consent or at **our** request.

4. **We** will not defend any **Claim** or **Suit** after **our** applicable Limit(s) of Liability has been exhausted by payments of judgments or settlements including **Defense Costs**.

5. Except as provided in Paragraph 1 above, **we** will have no duty to defend any **Claim** or **Suit** against the **Covered Party. We** will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any **Claim** to which this Memorandum may apply, and the **Covered Party** shall cooperate fully with **us** in such participation. If **we** exercise this right, **we** will do so at **our** own expense.

6. All expenses **we** incur in the defense of any **Claim** or **Suit** are included in our Limit of Liability and are not paid in addition to **our** Limit of Liability.

SECTION III - YOUR RETAINED LIMIT - OUR LIMIT OF LIABILITY

Regardless of the number of (1) **Covered Parties** under this Memorandum, (2) persons or organizations who sustain **injury** or **Damage**, or (3) **Claims** made or **Suits** brought on account of **Personal Injury** Liability**, Property Damage** Liability**, Public Officials Errors & Omissions** Liability**, Employment Practices** Liability **or Employee Benefit** Liability, **our** liability is limited as follows:

With respect to **Personal Injury, Property Damage, Public Officials Errors & Omissions, Employment Practices or Employee Benefit Wrongful Act,** or any combination thereof, **our** liability shall be only for the **Ultimate Net Loss** in excess of **your Retained Limit** as specified in Item 5. **Retained Limit** section of the **DECLARATIONS** as the result of any one **Occurrence** or **Wrongful Act,** and then for an amount not exceeding the amount specified in Item 6.A. of the Limit of Liability section of the **DECLARATIONS** as the result of any one **Occurrence** or **Wrongful Act.**

This Memorandum is subject to aggregate Limits of Liability as stated in the **DECLARATIONS** as stated in Items 6.B., 6.C., 6.D., and 6.E. These aggregate Limits of Liability are the maximum amount that will be paid under this Memorandum for all **Occurrences, Wrongful Acts, Employee Benefit Wrongful Act or Related Employee Benefit Wrongful Acts**, as the case may be, during the **Memorandum Period** applying separately to:

Completed Operations Hazard;
Public Officials' Errors and Omissions;
Employment Practices Claims
Employee Benefit Claims

In the event the **Named Covered Party** is an entity established pursuant to a Joint Powers Authority or Joint Coverage Fund, by whatever name called, and there are multiple **Named Covered Parties** shown on the respective **Named Covered Party** endorsement under this Memorandum, the **CSURMA's** each **Occurrence** or **Wrongful Act** Limit of Liability and the **Named Covered Party's Retained Limit** under this Memorandum shall apply separately to each **Named Covered Party.**

However, an **Occurrence** or **Wrongful Act** involving more than one **Named Covered Party** shall be treated as a single **Occurrence** or **Wrongful Act.** A single **CSURMA** each **Occurrence** or **Wrongful Act** Limit of Liability and a single **Retained Limit** shall apply.

It is understood and agreed that nothing will be construed to increase **our** Limit of Liability. It is further understood and agreed that the Aggregate Limits of Liability as set forth in the **DECLARATIONS** shall be applied separately to each **Named Covered Party.**

For the purpose of determining the limit of **our** liability, the **Ultimate Net Loss** arising from **Damages** for **Personal Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Claims** or **Employee Benefit Wrongful Act** arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence** or **Wrongful Act.**

Personal Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Claims or **Employee Benefit Wrongful Act** taking place over more than one **Memorandum Period** covered by **us** shall be deemed to have taken place during the last **Memorandum Period** and only that limit shall apply.

As respects **Claims** of **Bodily Injury** and/or **Wrongful Act** arising from sexual abuse or sexual molestation, regardless of the number of claimants, number of instances or abuse per claimant, and number of locations where abuse occurs, all sexual abuse or sexual molestation by one **Covered Party**, or multiple **Covered Parties** acting together will be a single **Occurrence**. The date of the **Occurrence** shall be the date of the last act of sexual abuse or sexual molestation occurring during the **Memorandum Period**. Only the Memorandum of Coverage in effect during which such sexual abuse or sexual molestation last occurred will apply to such single **Occurrence** of sexual abuse or sexual molestation; and only one Limit of Liability applies.

Regardless of the number of claimants, Members, Claims, or locations involved, all Ultimate Net Loss suffered by one or more persons, which arises out of the operation, use, misuse, manipulation, handling, brandishing, possession, control, or discharge of one or more Weapons, and which has a common nexus of fact or circumstance, or is otherwise the result of a series of causally connected or interrelated events, the most we will pay for all Ultimate Net Loss will be subject to the highest single limit applicable. This limitation applies even if the Claims against any Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member or negligence or other wrongdoing in the monitoring or securing of any premises, site or location by that Member.

SECTION IV - MEMORANDUM PERIOD - EXPANDED COVERAGE TERRITORY

The Memorandum Period commences on the effective date shown in the DECLARATIONS. The **Memorandum Period** ends on the earlier of either the expiration date or the effective date of cancellation of this Memorandum. If a person or organization becomes a **Covered Party** under this Memorandum after the effective date, the **Memorandum Period** for that person or organization begins on the date the person or organization became a **Covered Party**.

This Memorandum applies to **Personal Injury**, **Property Damage**, **Public Official's Errors and Omissions, Employment Practices Claims, or Employee Benefits Wrongful Acts** arising out of an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**, in the Expanded Coverage Territory, subject to the following:

1. If a **Claim** is made and a **Suit** is brought for such **Occurrence** or **Wrongful Act** in the United States of America, **we** will pay on **your** behalf the **Ultimate Net Loss** in excess of **your Retained Limit** hereinafter stated, which **you** become legally obligated to pay as **Damages,** to which this Memorandum applies caused by an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**.

2. If a **Claim** is made and a **Suit** is brought for such **Occurrence** or **Wrongful Act** that is within the Expanded Coverage Territory but outside the United States of America, the **Covered Party** will initiate a defense of the **Claim** or **Suit** and **we** will indemnify the **Covered Party** for **Ultimate Net Loss** in excess of **your Retained Limit** hereinafter stated, which **you** become legally obligated to pay as **Damages,** to which this Memorandum applies caused by an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**. **We** will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any **Claim** to which this Memorandum may apply, and the **Covered Party** shall cooperate fully with **us** in such participation. If **we** exercise this right, **we** will do so at **our** own expense.

3. All payments or reimbursements **we** make for **Damages** because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the **Covered Party** became legally obligated to pay such sums.

4. The **Covered Party** must fully maintain any coverage required by law, regulation or other governmental authority during the **Memorandum period**, except for reduction of the aggregate limits due to payment of **Damages**.

   Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this coverage. However, this coverage will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V - PERSONS OR ENTITIES COVERED

The following are **Covered Parties**;

1. The **Named Covered Party** as designated in the **DECLARATIONS**.

2. Commissions, boards, districts, authorities, committees, agencies, not-for-profit corporations or other entities under the direction or control of the **Named Covered Party**, while acting solely within the course and scope of their duties with and for the direct benefit or on behalf of the **Named Covered Party.**

3. Past or present employees, directors, officers, trustees or any equivalent position, volunteers, elected or appointed officials of the **Named Covered Party**, including **Contract Employees** of the **Covered Party,** while acting within the course and scope of their employment or under the direction and control for or on behalf of the **Named Covered Party**. This does not include any person working on retainer or as an independent contractor.

4. Any person:

   A. Designated in paragraphs 1, 2, and 3 above, with respect to any **Automobile** not owned by **you** that is used in **your** operations as a public entity; and

   B. Using any **Automobile** owned by the **Named Covered Party** or hired **Automobile** or any person legally responsible for the use thereof, provided that the **Automobile** is being used with **your** permission and while acting on **your** behalf.

   The coverage granted by this provision, however does not apply to:

   A. Any person operating an **Automobile** while working in a business that sells, services, repairs, delivers, tests, parks, or stores **Automobile**s unless it is **your** business; or

   B. The owner or lessee of any hired **Automobile**, other than you or any agent or employee of such owner or lessee.

   However, with respect to California State University owned, hired or non-owned **Automobiles**, coverage afforded under **Section V. Persons or Entities Covered** item 4. only applies to **Non-Employee Drivers**.

   Non-Employee Drivers means any volunteer, student, or any individual who is not an employee of the **Named Covered Party** while driving an **Automobile** and acting for or on behalf of the **Named Covered Party**.

5. Student Organizations including those involved with radio, television and publishing, but only those organizations formally recognized by the **Named Covered Party** as student organizations.

6. Students, but only with respect to liability arising out of service by the student as a teaching assistant or student teacher; while serving in a supervised internship program in satisfaction of course requirements; while participating in activities required to complete nurse training

or similar allied health courses; while participating in teacher certification programs; while serving or acting under the direction of an entity included as a **Named Covered Party**.

7. All special districts governed by the entity's board and all other districts or agencies named on the Memorandum.

8. Police Officers currently employed by **you** as respects secondary employment specifically authorized by **your** Police Department (commonly referred to as "moonlighting"); however:

   A. This coverage would only apply to extent that **you** were joined in any **Suit** naming said Police Officers; and

   B. This coverage is excess over any other valid and collectible coverage covering any loss for which this coverage would otherwise be applicable; and

   C. Nothing provided hereunder would serve to increase any Limits of Liability of this Memorandum.

SECTION VI - EXCLUSIONS

This Memorandum does not apply:

1. To any obligation for which **you** or any carrier as the insurer for **you** may be held liable under any workers' compensation, occupational disease, unemployment compensation or disability benefits law, or under any similar federal, state or local law.

2. To **Bodily Injury** to any of **your** employees arising out of and in the course of employment by **you**, but this exclusion does not apply to Workers' Compensation Coverage B, Employers Liability, or Stop Gap Liability, as defined by the National Council on Workers' Compensation Coverage or **Employment Practice Liability**.

3. To any liability for **Property Damage** to:

   A. Real property owned, occupied by or leased to **you**, **your** agents or subcontractors;

   B. Real or personal property in **you**, **your** agents or subcontractors care, custody or control or as to which **you**, **your** agents or subcontractors are for any purpose exercising physical control;

   The above exclusions 3.A. and 3.B. do not apply to:

      1) Real and personal property, including **Automobiles** and mobile equipment, in **your** custody as part of the operations of impound lots or seizure activities, as well as personal property in **your** care, custody and control at the time of arrest or incarceration;

      2) Non-owned **Automobiles** that are in **your** care, custody or control;

      3) Real property that is leased or rented by **you** for losses arising out of fire, smoke or resulting water damage.

Items 1), 2) and 3) above are subject to a maximum limit of coverage of $1,000,000 per Occurrence.

4. As respects liability assumed by **you** under any contract:

   A. To any **Claim**, judgment or agreement from any arbitration proceeding wherein **we** are not entitled to exercise **your** rights in the choice of arbitrators, and in the conduct of such proceedings;

   B. If the indemnitee of the **Covered Party** is an architect, engineer or surveyor, for the liability of the indemnitee, his agents or employees, arising out of:

      1) The preparation or approval of contracts, maps, plans, drawings, opinions, reports, tests, inspections, surveys, change orders, designs or specifications;

      2) The giving or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give results in **Personal Injury** or **Property Damage**.

5. To liability arising out of the ownership, maintenance, **Loading** or **Unloading** , use of, or operation of any **Aircraft**, airfields, runways, hangars, buildings, or other properties in connection with aviation activities.

   This exclusion shall not apply to:

   A. **Loading** or **Unloading** of **Aircraft** by paramedics, nurses or emergency medical technicians employed by **you** in the course of medical treatment.

   B. Static **Aircraft** used for instructional **Aircraft** maintenance training, and classroom or travel activity associated with an **Aircraft** program or curriculum (non-flight purposes only).

   C. Those areas open to the public for the purpose of entering, leaving, or using the airport facilities (including parking lots, and garages) or to liability arising out of the ownership, operation, rental, or loan of vehicles licensed for highway use while being operated away from the premises of any airfield.

   D. Class 1. Amateur Rockets, as defines by the U.S. Department of Transportation, Federal Aviation Administration, Procedures for Handling Airspace Matters, Order JO 7400.2K, Effective Date: April 3, 2014, Chapter 31. Amateur Rocket and Commercial Space Operations, Section 1. General, 31-1-5. DEFINITIONS, c. Amateur Rocket Class 1 a model rocket that uses no more than 125 grams (4.4 ounces) of propellant; uses a slow-burning propellant; is made of paper, wood, or breakable plastic; contains no substantial metal parts; and weighs no more than 1,500 grams (53 ounces) including the propellant.

6. To any liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Covered Party**. This includes, but is not limited to:

A. The rendering or failure to render:

1) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;

2) Any service or treatment related to physical or mental health or of a professional nature; or

3) Any cosmetic or tonsorial service or treatment.

B. The furnishing of or dispensing of drugs or medical, dental or surgical supplies or appliances.

This exclusion does not apply to any liability arising out of;

A. Ambulance operations, occupational physical examinations, student nursing programs, infirmaries, non-clinic nursing services or services of the **Covered Party's** employees who are nurses, physician assistants, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, or physical therapists;

B. **Employment Practices Liability;**

C. First aid to any person. For the purposes of this exception, first aid means the immediate and emergency care given to an ill or injured person before regular medical aid can be obtained;

D. Any nursing services clinic that does not perform invasive surgery of any kind;

E. Operations performed by coroners; or

F. Volunteer medical personnel while attending an activity sponsored by the **Covered Party** or while on school premises under the **Covered Party's** control.

7. To **Claims** for loss or **Damage** or any liability arising out of or in connection with the principles of eminent domain, condemnation proceedings or inverse condemnation, or by whatever name used whether such **Claims** are made directly against **you** or by virtue of any agreement entered into, by or on **your behalf**.

8. To liability arising out of the failure to adequately supply electrical power, fuel or water or to liability arising out of the interruption of the electrical power, fuel or water supply.

However, this exclusion does not apply to the failure to supply water if:

A. Such failure is caused by an **Occurrence** or **Wrongful Act** as defined in this Memorandum; and

B. The combined capacity of **your** installed production facilities and contractual supply arrangements is equal to or greater than one hundred (100) percent of the water demand on **your** water system.

9. To **Personal Injury** or **Property Damage** arising out of out of the ownership, maintenance,

operations, use, **Loading** or **Unloading** of (1) any **Watercraft** owned or operated by or rented or loaned to **you**, or (2) Watercraft operated by any person in the course of employment by **you**.

However, this exclusion shall not apply to: (1) any owned and/or non-owned **Watercraft** less than fifty-one (51) feet in length, (2) any **Watercraft** while ashore or on premises owned or controlled by **you**, or (3) rowing or sculling shells regardless of length.

10. To **Personal Injury**, **Property Damage** or **Public Officials' Errors and Omissions**:

A. With respect to which **you** are also an Insured under a nuclear energy policy issued by the Nuclear Energy Liability-Property Coverage Association, Mutual Atomic Energy Liability Underwriters or Nuclear Coverage Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion or its limit of liability; or

B. Resulting from the hazardous properties of **nuclear material** and with respect to which (1) any person or any organizations required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; (2) **you** are, or had this Memorandum not been available would be, entitled to indemnity from the united States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

C. Under any liability coverage, to **Bodily Injury** or Property Damage, resulting from hazardous properties of **nuclear material**, if:

1) The **nuclear material** (1) is at any **nuclear facility** owned by, or operated by or on **your** behalf, or (2) has been discharged or dispensed therefrom;

2) The **nuclear material** is contained in **spent fuel** or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on **your** behalf;

3) **Bodily Injury or Property Damage** arising out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operating or use of any **nuclear facility.** But if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion 3) applies only to **Property Damage to** such **nuclear facility** and any property thereat.

D. As used in this exclusion:

1) **hazardous properties** includes radioactive, toxic or explosive properties;

2) **nuclear material** means "source material", special "**nuclear material**" or "byproducts material";

3) **source material**, "special **nuclear material**" and "by-products

material" have the meaning given them in the Atomic Energy Act of 1954 or any law amendatory thereof;

4) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

5) **waste** means any waste material (1) containing "by-products material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** contents, and (2) resulting from the operation by any person or organization of a **nuclear facility** included within the first two paragraphs of the definition of **nuclear facility** below;

6) **nuclear facility** means:

a) Any **nuclear reactor**;

b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel** or (3) handling, processing or packaging **wastes**;

c) Any equipment or device used for the processing, fabricating, or alloying of special **nuclear material** if at any time the total amount of such material in **your** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grains of uranium 235;

d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, including the site on which any of the foregoing is located and all operations conducted on such site and all premises used for such operations;

7) **nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8) With respect to **Property Damage**, the words injury or destruction includes all forms of radioactive contamination of property.

11. As respects to any liability arising out of **Pollutants**:

A. To any **Claim** for **Personal Injury**, or **Property Damage,** or **Public Officials' Errors and Omissions** arising out of the actual or alleged generation, storage, transportation, discharge, dispersal, escape, treatment, removal of, disposal of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials or other irritants, contaminants or **Pollutants** into or upon the land, atmosphere or water, to include ground water;

B. To any obligation to defend any **Claim** or **Suit** against **you** alleging **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions**, if such **Claim** or **Suit** arose from **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions** arising out of the discharge, dispersal, release or escape of **Pollutants**, anywhere in the world;

C. To any loss, cost or expense arising out of any governmental demand, direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;

D. To any loss, cost or expense arising out of the arranging to dispose of, the transporting of, or disposing of **Pollutants**;

E. To any loss, cost or expense incurred by a governmental unit or other third party, including but not limited to costs of investigation and monitoring, and attorneys' fees, relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, trace, detoxify or neutralize **Pollutants**;

F. To any loss, cost or expense arising from any **Underground Storage Tank** unless satisfactory documentation is received and approved by, and are on file with, the **CSURMA**.

However, this exclusion shall not apply to the following:

A. Loss or **Damage** arising out of **Pollution Conditions** caused by heat, smoke or fumes from a **Hostile Fire** involving a property which is owned, rented or occupied by the **Covered Party** or upon which operations are being performed by or on **your** behalf;

B. Loss or **Damage** arising out of **Pollution Conditions** caused by **your** firefighting activities or on **your** behalf, including fires intentionally set for training, intentional demolition or fires intentionally set for the purpose of limiting or controlling a fire;

C. Loss or **Damage** arising out of **Pollution Conditions** caused by the collision, upset, or overturn of any **Automobile** or mobile equipment;

D. Loss or **Damage** arising out of **Pollution Conditions** caused by chemicals used in weed abatement or tree spraying activities conducted by **you;**

E. Loss or **Damage** arising out of **Pollution Conditions** caused by classroom activities conducted by or on **your** Behalf;

However, exceptions A - E above do not apply to loss or **Damage** due to asbestos, silica or lead, including but not limited to lead based paint.

F. Loss or **Damage** arising out of **Pollution Conditions** caused by the use of pepper sprays, mace, or other chemicals designed to temporarily incapacitate persons as long as the use is deemed to be reasonable force;

G. **Personal Injury** or **Property Damage** which is within the **Products Hazard** or the Completed Operations Hazard;

H. Loss or Damage arising out of **Pollution Conditions** caused by water, whether recycled, reconditioned or reclaimed;

I. Loss or Damage arising out of **Pollution Conditions** caused by explosion, lightening, windstorm, vandalism and malicious mischief, riot and civil commotion, flood;

J. Loss or Damage arising out of **Pollution Conditions** that meet the following conditions:

1) It was accidental and neither expected nor intended by the **Covered Party**; and

2) It was demonstrable as having commenced on a specific date during the term of this Memorandum; and

3) Its commencement became known to the **Covered Party** within ten (10) calendar days; and was further reported to the person responsible for Risk Management within a reasonable timeframe; and

4) Its commencement was reported in writing to the CSURMA within forty (40) calendar days of becoming known to the person responsible for Risk Management; and

5) Reasonable effort was expended by the **Covered Party** to terminate the discharge, dispersal, release or escape of **pollutants** as soon as conditions permitted; and

6) Its termination was within seventy-two (72) hours of its commencement.

However, nothing contained in this provision J. shall operate to provide any coverage with respect to:

1) Any site or location principally used by any **Covered Party**, or others on the **Covered Party's** behalf for the handling, storage, disposal, dumping, processing or treatment of waste material;

2) Any fines or penalties;

3) Any clean-up costs ordered by the superfund program, or any federal, state or local governmental authority. However, this paragraph shall not serve to deny coverage for third party clean-up costs otherwise covered by this exception to this exclusion simply because of the involvement of a governmental authority;

4) Acid rain;

5) Clean-up, removal, containment, treatment, detoxification or neutralization

of **pollutants** situated on premises the **Covered Party** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **pollutants**; or

6) Water pollution caused by oil or its derivatives.

As used herein loss or **Damage** means **Ultimate Net Loss** as defined in the **DEFINITIONS** section of this Memorandum.

12. As respects any liability arising out of asbestos and/or silica:

A. To any liability arising out of the manufacture, mining, use, sale, installation, removal, storage, disposal, distribution, or exposure to asbestos products, asbestos fibers, silica or asbestos dust.

B. To any liability to indemnify any party because of **Damage** arising out of **Personal Injury** or loss due to a **Wrongful Act** at any time as a result of the manufacture, sale installation, removal, distribution, transportation or exposure to asbestos, asbestos products, asbestos fibers, silica or asbestos dust.

C. To any liability to defend any **Claim** or **Suit** against **you** seeking **Damages** arising out of **Personal Injury** or **Property Damage** or **Public Officials' Errors and Omissions** due to an **Occurrence** or loss due to a **Wrongful Act**, if such **Claim** or **Suit** results from any of the following: manufacture, mining, use, sale, installation, removal, distribution, transportation, or exposure to asbestos, asbestos products, asbestos fibers, silica or asbestos dust.

13. As respects any liability imposed upon **you** under the Employee Retirement Income Security Act of 1974 and any amendatory law thereof.

14. To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete failure of any **Dam**.

15. **Public Officials' Errors and Omissions** Liability, for:

A. **Personal Injury** or **Property Damage**, as defined, that does not arise out of a **Claim** or **Suit** for **Public Officials' Errors and Omissions;**

B. Refund of taxes, fees or assessments;

C. **Your** liability arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of plans or failure to award contracts in accordance with any statute or ordinance which under law must be submitted for bids;

D. Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;

E. Failure to perform or breach of a contractual obligation except employment contracts;

F. Liability arising from the deliberate violation of any statute, law, act, ordinance, rural, or regulation whether federal, state, city, county, district, or local committed by or with the knowledge or consent of any **Covered Party**.

We shall not pay any cost that results from the defense, investigation, and settlement of any **Occurrence** or **Wrongful Act** arising out of any losses excluded herein.

16. It is agreed that the following exclusions are hereby included in the Memorandum only or **Wrongful Acts** resulting from **your Employment Practices Claims:**

A. **Strikes and Lockouts.** This Memorandum does not apply to any **Claim** or **Claims** for loss arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.

B. **W.A.R.N. Act.** This Memorandum does not apply to any **Claim** or **Claims** for loss arising out of the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto or any similar federal, state or local law

C. This Memorandum does not apply to any **Claim** or **Claims** for any costs incurred by **you** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person.

17. To any **Claims** or **Suits** arising from all pending or prior litigation or hearing as well as future **Claims** or **Suits** arising out of said pending or prior litigation or hearing, and arising out of, based upon or attributable to the facts alleged, or to the same or related **Wrongful Acts**, alleged or contained in any **Claim** or **Suit** arising out of any **Wrongful Act** prior to the inception of this Memorandum.

18. For **Personal Injury**, **Property Damage**, or **Bodily Injury** or any other loss, cost or expense arising in whole or part, out of the installation, repair, removal, encapsulation, abatement, replacement or handling of, presence, ingestion, inhalation, absorption of or exposure to, or testing for, lead in any form or products containing lead.

19. For any loss, injury, **Damage**, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

A. Any **fungus(i)**, **mold(s)**, mildew or yeast;

B. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i)**, **mold(s)**, mildew or yeast;

C. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising from any **fungus(i)**, **mold(s)**, mildew or yeast; or

D. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i)**, **mold(s)**, yeast, or **spore(s)** or toxins emanating therefrom.

Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, **Damage**, cost or expense.

20. For injunctions, equitable relief, or any other form of relief other than the payment of money **Damages**.

21. Liability arising out of an alleged willful commission of a crime by **you** or other dishonest fraudulent, or malicious act. At **our** discretion, however, **we** will pay for **Defense Costs** until final adjudication, judgment, or settlement to which **we** have agreed. If the judgment or final adjudication is adverse to **you**, **you** will reimburse **us** for all costs associated with the defense.

    This exclusion shall not apply to any vicarious liability that any **Covered Party** has with regard to the managerial, advisory, supervisory, or controlling obligations over the actions of another **Covered Party**.

22. Liability arising out of **your Wrongful Act** for gain, profit, or advantage to which **you** are not legally entitled. At **our** discretion, however, **we** will pay for **Defense Costs** for any **Claim** or **Suit** arising from an alleged willful commission of a crime by **you** or other dishonor, fraudulent or malicious act, for any **Claim** or **Suit** arising out of **your Wrongful Act** for gain, profit, or advantage to which **you** are not legally entitled until final adjudication, judgment, or settlement to which **we** have agreed. If the judgment or final adjudication is adverse to **you**, **you** will reimburse **us** for all costs associated with the defense.

    This exclusion shall not apply to any vicarious liability that any **Covered Party** has with regard to the managerial, advisory, supervisory, or controlling obligations over the actions of another **Covered Party**.

23. Liability arising out of a **Wrongful Act** by **you** or on **your** behalf in the handling of **Claims** or **Suits** within **your Retained Limit** whenever **you** investigate, defend, or settle such **Claims** or **Suits** or elect a third party to investigate, defend or settle such **Claims** or **Suits**.

24. To **Personal Injury, Property Damage** or **Wrongful Acts** arising, directly or indirectly, out of:

    A. War, including undeclared or civil war; or

    B. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military or other agents; or

    C. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against of these.

25. To liability arising out of or in connection with any transit authority, transit system, or public transportation system owned, operated, or regulated by **you**. This exclusion shall not apply to transit or public transportation systems operating over non-fixed routes, including, but not limited to, Dial-a-Ride, senior citizen transportation, or handicapped persons transportation, or to contingent liability coverage where such services are contracted. This exclusion also shall not apply to public transportation owned or operated by **you** operating over fixed routes; i.e., "campus shuttles services."

26. For any **Property Damage** arising out of **Land Subsidence** for any reason whatsoever.

27. For **Personal Injury**:

    A. Arising out of oral or written publication of material, if done by or at the direction by **you** with knowledge of its falsity; or

    B. Arising out of oral or written publication of material whose first publication took place before the beginning of the **Memorandum Period**. All **Personal Injury** arising out of publication of the same or similar material subsequent to the beginning of the **Memorandum Period** is also excluded.

28. For any **Claim** or **Suit** under any Uninsured Motorists or Underinsured Motorists or any similar law, and to any sums **you** may be legally entitled to recover as **Damages** from the owner or operator of any uninsured or underinsured **Automobile** because of **Bodily Injury** and **Property Damage** sustained by any **Covered Party**, caused by an Occurrence and arising out of the ownership, maintenance, operation, use, **Loading** or **Unloading** of such **Automobile.**

29. To any liability arising out of the operation of an **Automobile** by an employee of the **Named Covered Party** as designated in the **DECLARATIONS** of this Memorandum; however, this exclusion only applies to California State University owned, hired or non-owned **Automobiles**.

30. Under **Employee Benefit Liability**, for **Claims**:

    A. Arising out of any **Claims** or part thereof which may be alleged as covered under this Coverage Part if **we** have accepted coverage or coverage has been held to apply for such **Claim** or part thereof under any other Coverage Part(s) of this Memorandum.

    B. Arising out of any representations made at any time in relation to the price or value of any security, bank, bank deposit or financial interest or instrument, including, but not limited to, advice given to any person to participate in any plan included in the **Employee Benefit Program**.

    C. Arising out of any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

    D. Arising out of any insufficiency of funds to meet any obligation under any **Employee Benefit Program**.

E. Arising out of an act, error, or omission by **you** to effect or maintain coverage or bonding for plan property or assets of **Employee Benefit Program**.

F. Arising out of failure of performance or performance under any contract by an insurer of benefits subject to the **Employee Benefit Program**.

G. Arising from any **Employee Benefit Wrongful Act** or Related **Employee Benefit Wrongful Act** of which **you** were aware prior to the **Memorandum Period** if such **Employee Benefit Wrongful Act** or Related **Employee Benefit Wrongful Act** could reasonably been expected to give rise to a **Claim**.

H. For **Damages** arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by **you**, including the willful or reckless violation of any statute.

I. For **Damages** arising out of **Bodily Injury**, **Property Damage**, or **Personal Injury**.

J. For **Damages** arising out of wrongful termination of employment, discrimination, or other employment related practices.

K. For any **Claim** arising out of **your** failure to comply with the mandatory provisions of any Workers' Compensation, Unemployment Compensation Coverage, Social Security or Disability Benefits Law or any similar law.

L. For **Damages** for which **you** are liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 as now or hereafter amended, or by any similar Federal, State or Local laws.

M. For any **Claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation by **you**, from the applicable funds accrued or other collectible coverage

31. To any liability arising out of the purchase, sale, or offer of sale, or solicitation, or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

SECTION VII - DEFINITIONS

When used in this Memorandum (including endorsements forming a part hereof):

1. **Aircraft** means any machine supported in the air by buoyancy or by dynamic action of air on its surfaces including airplanes, helicopters, gliders, **Unmanned Aerial Vehicles** (aka "Drones"), rockets, satellites, and missiles.

2. **Automobile** means any licensed land motor vehicle, trailer, or semi-trailer.

3. **Bodily Injury** means **Bodily Injury**, sickness, disease or death, including but not limited to shock, mental anguish, mental injury and humiliation, sexual abuse, or sexual molestation sustained by any person that occurs during the Memorandum Period.

4. **Claim(s)** means a demand for money

5. **CSURMA** means the insurer(s) specified in the **DECLARATIONS**.

6. **Completed Operations Hazard** includes **Bodily Injury** and **Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to **you**. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following time:

A. When all operations to be performed by or on behalf of **you** at the site of the operations have been completed;

B. When all operations to be performed by or on behalf of **you** under the contract have been completed; or

C. When the portion of the work out of which the **Injury or Damage** arises has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed. The **Completed Operations Hazard** does not include **Personal Injury** or **Property Damage** arising out of:

A. Operations in connection with the transportation of property unless the **Personal Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the Loading or Unloading of that vehicle by any **Covered Party**; or

B. The existence of tools, uninstalled equipment, or abandoned or unused materials.

7. **Contract Employee** means:

A. Any employee who is under contract to **you** one hundred (100) percent of the time; or,

B. Whose only contract of employment is with **you**.

8. **Dam** means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:

A. Is twenty five (25) feet or more in height from the natural bed of the stream or water course at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation; or

B. Has an impounding capacity of fifty (50) acre-feet or more.

9. **Damages** includes **Damages** for death and for care and loss of services resulting from **Personal Injury** and **Damages** for loss of use of property resulting from **Property Damage,** and losses for **Wrongful Acts** as defined in this Memorandum.

10. **Defense Costs** means attorney's fees, costs and expenses and other fees, costs and expenses incurred in connection with the investigation, settlement, adjustment, defense and appeal of a **Claim** or **Suit** covered hereunder. However, **Defense Costs** do not include **our** office expenses, **your** office expenses or the salaries of **our** employees or officers or **your** employees or officers.

Additionally, **we** may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims or Suits** similar to the one against **you**, and to require that independent counsel have errors and omissions coverage. **You** agree to instruct counsel, whether independent or in-house, to respond to **our** request(s) for information regarding the **Claim** or **Suit** in a timely manner.

11. **Employee Benefit Program** includes any employee benefit plan including, but not limited to, the following: Group life coverage, group accident or life coverage, profit sharing plans, pension plans and stock subscription plans provided that no one other than an employee may subscribe to such coverage plans, unemployment coverage, Social Security Benefits, workers' compensation and disability benefits.

12. **Employee Benefit Wrongful Act** means an actual or alleged negligent act, or omission that arises solely from **your** administration of **your Employee Benefit Program**

13. **Employment Practices** means: Wrongful termination or discrimination arising out of or due to:

A. The refusal to employ any person who is an applicant for employment;

B. The termination of any person's employment; or

C. Employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

D. The spouse, child, parent, brother or sister of that person or persons as a consequence of any of the employment-related practices described in paragraphs A, B or C above is directed;

It is agreed that this Memorandum shall apply to a **Wrongful Act** that **you** become legally obligated to pay or compensate others for an **Occurrence** resulting from **your Employment Practices Claims.** An **Employment Practice Claim** must arise out of the conduct of **your** operations.

14. **Employment Practices Claim** means any **Wrongful Act** relating to a past, present, or prospective employee of **yours** and arising out of an actual or alleged wrongful dismissal, discharge or termination, either actual or constructive, of employment, employment related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful discipline, failure to grant tenure or negligent employee evaluation or sexual or workplace harassment of any kind, including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures. **Employment Practices Claim** shall not include any severance, separation wages or payouts, or front or back pay or any amounts owed under any contractual employment agreements.

Employment Practices Claim shall include **Wrongful Acts** brought under state, local, or federal law, whether common or statutory, and shall include, but not be limited to allegations of violations of the following laws, as amended, including regulations promulgated thereunder:

A. Americans with Disabilities Act of 1992 (ADA);

B. Civil Rights Act of 1991;

C. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;

D. Title VII of the Civil Rights Law of 1974, as amended (1983), including the Pregnancy Discrimination Act of 1978; and

E. Fifth and Fourteenth amendments of the United States Constitution.

15. **Expanded Coverage Territory** means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

16. **Fungus** includes, but is not limited to, any of the plants or organisms belonging to the major group **fungi**, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

17. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.

18. **Injury or Damage** means any **Injury or Damage** covered under this Memorandum and includes but is not limited to **Bodily Injury**, **Property Damage**, **Personal Injury** or **Wrongful Acts** as may be defined under this Memorandum.

19. **Covered Party** means the **Named Covered Party** designated in Item 2. of the **DECLARATIONS** and any person or organization qualifying as an **Covered Party** under **SECTION V. PERSONS OR ENTITIES COVERED** of this Memorandum.

20. **Joint Powers Authority (ies)** means two or more public agencies joined together by a joint agreement in order to jointly exercise any power common to the contracting parties, including but not limited to the power to create risk pooling and joint purchase of private coverage.

21. **Land Subsidence** means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion, and/or contraction, landslide, slipping, falling away, caving in, eroding, earth sinking, and earth rising or shifting or tilting.

22. **Loading or Unloading** means the handling of property:

    A. After it is moved from the place where it is accepted for movement into or onto an **Aircraft**, Watercraft or **Automobile**;

    B. While it is in or on an **Aircraft, Watercraft** or **Automobile**; or

    C. While it is being moved from an **Aircraft, Watercraft** or **Automobile** to the place where it is finally delivered;

    but **Loading** or **Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **Aircraft, Watercraft** or **Automobile**.

23. **Mold(s)** means to include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

24. **Municipality** means a legally incorporated or duly authorized association of inhabitants of a limited area limited to the following: city, town, county, village, township, borough, hamlet, burg, or state.

25. **Named Covered Party** means the entity(ies) listed in Item 2 of the **DECLARATIONS** including endorsements thereto.

26. **Occurrence** shall mean an accident, event, or continuous or repeated exposure which results in **Bodily Injury** or **Property Damage** during the **Memorandum Period**, neither expected nor intended by **you**.

27. **Personal Injury** means:

    A. **Bodily Injury**, including disability, shock, mental anguish, mental injury, or death resulting from any of the foregoing;

    B. False arrest, false imprisonment, wrongful detention, or malicious prosecution;

    C. Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;

    D. A publication or utterance that slanders or libels a person or organization or disparages a person's or an organization's good, products or services;

    E. A publication or utterance that violates a person's right to privacy;

    F. Assault and battery not committed by or at the direction of, or with **your** consent. However, this limitation does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from **Damage**; and

    G. Discrimination other than as a result of **Employment Practices.**

    All of the above seven (7) items which occur during the **Memorandum Period**.

28. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials, which are intended to be, or have been, recycled, reconditioned or reclaimed.

29. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment.

30. **Products Hazard** includes **Bodily Injury** and **Property Damage** arising out of **your** products or reliance upon a representation or warranty with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from premises owned by or rented to **you** and after physical possession of **your** product (s) has been relinquished to others.

31. **Property Damage** means (1) physical injury to or destruction of tangible property which occurs during the **Memorandum Period**, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **Occurrence** during the **Memorandum Period**.

32. **Public Entity** refers to that **municipality**, governmental body, department, or unit, which is a **Named Covered Party** in the **DECLARATIONS**.

33. **Public Officials' Errors and Omissions** means losses from **Wrongful Acts** committed by **you**.

34. **Retained Limit** refers to the amount stated on the **DECLARATIONS**. The **Retained Limit** shall be comprised of **Damages** and **Defense Costs**. **You** shall be responsible for all **Damages** and **Defense Costs** incurred without right to indemnification in accordance with the Memorandum's terms and conditions until the **Retained Limit** is exhausted as a result of **Damages** and **Defense Costs**.

35. **Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any **fungus (i)**, **mold(s)**, mildew, plants organisms or microorganisms.

36. **Suit** means a civil proceeding in which **Damages** are alleged because of **Bodily Injury** or **Property Damage**, or **Wrongful Act** to which this Memorandum applies. **Suit** includes:

    A. An arbitration proceeding in which such **Damages** are claimed and to which **you** must submit or do submit with **our** consent; or

    B. Any other alternative dispute resolution in which such **Damages** are claimed and to which **you** submit with **our** consent.

37. **Ultimate Net Loss** means the total amount of **Damages** including **Defense Costs we** are legally obligated to pay because of **Bodily Injury**, **Personal Injury**, **Property Damage, Wrongful Acts, Employment Practices Wrongful Acts or Employee Benefits Wrongful Acts**. **Ultimate Net Loss** shall be established after a contested **Suit** or by

compromise settlement to which **we** have previously agreed in writing. **Ultimate Net Loss** shall be reduced by any recoveries or salvages which have been paid to or collected by **us. Ultimate Net Loss** includes **Defense Costs** incurred in the defense of an **Occurrence** or **Wrongful Act** to which this coverage applies.

38. **Underground Storage Tank** means any tank, including associated underground piping connected to the tank that has at least ten (10) percent of its volume below ground.

39. **Underlying Coverage** refers to the policies listed in the Schedule of **Underlying Coverage** and includes:

A. Any renewal or replacement of such policies;

B. Any other coverage available to the **you**; and

C. Any other valid and collectible risk financing mechanism provided under a **Joint Powers Authority**.

40. **Unmanned Manned Aerial Vehicle** (aka: "Drone") means any vehicle designed to fly in the air with no onboard pilot or crew used principally for the transport of equipment that has a flight weight of 100 lbs. or less (flight weight includes the Aircraft itself, fuel and other fluids, and all payload), and is used for research and/or educational purposes.

41. **Watercraft** means a vehicle designed for the transport of persons or property principally on water.

42. **Weapon** means any instrument, object, device, material, or substance that is capable of being used to inflict Bodily Injury, including, but not limited to, an **Unconventional Weapon** and/or a **Firearm**.

A. **Firearm** means any manual, semiautomatic, or automatic pistol, rifle, gun, shotgun, revolver, or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

B. **Unconventional Weapon** means a chemical, radiological, or biological agent, organism, or toxin.

43. **Wrongful Act** means any actual or alleged error, misstatement, omission, negligent act, or breach of duty, including misfeasance, and nonfeasance by the **Covered Party**.

SECTION VIII – CONDITIONS

1. <u>Action Against Us</u>. No person or entity has a right under this Memorandum to join **us** as a party to a lawsuit or to sue **us** under this Memorandum. **You** acknowledge and agree that this Memorandum was issued to **you** based upon the representations in **your** application for coverage that this Memorandum provides **you** with benefits unique to **your** needs for coverage, based upon **your** stated coverage requirements and decisions as to what coverage **you** decided to purchase; and that this coverage Memorandum is unique to **you**. **You** agree that there are no other persons or entities who have a unity of interest with **you** for any issues that may arise in connection with any dispute that **you**

may have with **us** in connection with any aspect of this Memorandum, including but not limited to its issuance and the coverage that it provides **you**. **You** agree that **your** right to bring any action against **us** in connection with any dispute is limited to arbitration or submission to small claims court, as per the provisions of **SECTION VIII. CONDITIONS**, Item 3, Arbitration.

2. Appeals. In the event **you** elect not to appeal a judgment in excess of **your Retained Limit**, **we** may elect to do so at **our** own expense, but in no event shall **our** liability for **Ultimate Net Loss** exceed the applicable amount specified in the Limit of Liability section of the **DECLARATIONS** plus all **Defense Costs** necessary and incident to such appeal.

3. Arbitration. All controversy or **claim** of any nature, including the validity or formation of this Memorandum, that arise out of or relates to this agreement involving two or more parties to this agreement, which cannot be settled among the disputing parties, shall be resolved by submission to a three person panel arbitration in accordance with the then current rules of the California Code of Civil Procedure, and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to decide all disputes between the parties, including but not limited to, the validity, formation, application or interpretation of the agreement, the amount of funds due, if any, and the award of **Damages** only as provided for within this agreement. The arbitrator shall have no power to change, or add to the provisions of this agreement. The arbitrator shall provide a written opinion with his decision and findings of fact and law in accord with the laws in effect in the state in which the **Named Covered Party** is domiciled. In the event the arbitrator's findings are contrary to the laws of the state whose laws are applicable to the dispute, either party shall be entitled to appeal the arbitrator's ruling, at their own expense.

   We will pay the cost of administering the arbitration. **We** will not pay the fees of **your** legal representative or the costs incurred in proving **your** case, unless such fees and costs are included in an arbitration award against **us.**

   Notwithstanding the foregoing, all disputes between **you** and **us** shall be submitted to Small Claims Court procedure if the amount in dispute provides jurisdiction of the Small Claims Court or, at the option of the **Covered Party** only, disputes involving less than $25,000 may be subject to arbitration.

   The provisions of this paragraph, and the obligation to arbitrate as provided herein, applies to all persons or entities who are a **Covered Party** under the Memorandum and to any other persons or entities who may be otherwise entitled to the recovery of any Memorandum benefits under state or federal law.

4. Assignment. Assignment of interest under this Memorandum shall not bind **us** until **our** consent is endorsed hereon; however, if **you** die, such coverage as is afforded by this Memorandum shall apply (1) to **your** legal representative, as the **Named Covered Party**, but only while acting within the scope of his/her duties as such and (2) with respect to **your** property, to the person having temporary custody thereof as the **Covered Party**, but only until the appointment and qualification of the legal representative.

5. Bankruptcy and Insolvency. **Your** bankruptcy, insolvency or inability to pay shall not relieve **us** of any of **our** obligations under this Memorandum.

   But under no circumstances will such bankruptcy, insolvency, or inability to pay require **us** to drop down or in any way replace **your Retained Limit** or assume any obligation associated with **your Retained Limit**.

6. Cancellation. This Memorandum may be canceled by the **Named Covered Party** by surrender thereof to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. The Memorandum may be canceled by **us** by mailing to the **Named Covered Party,** at the address shown in this Memorandum, written notice stating when not less than ninety (90) days thereafter such cancellation shall be effective. If **you** fail to discharge when due any of **your** obligations in connection with the payment of premium for the Memorandum or any installment thereof, whether payable directly to **us** or **our** agent or indirectly under a premium finance plan or extension of credit, this Memorandum may be canceled by **us** by mailing to the **Named Covered Party** at the address shown in this Memorandum, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Memorandum Period**. Delivery of such written notice either by the **Named Covered Party** or by **us** shall be equivalent to mailing.

   If **you** cancel, earned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7. Changes. Notice of any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Memorandum or stop **us** from asserting any right under the terms of this Memorandum, nor shall the terms of this Memorandum be waived or changed, except by endorsement issued and made a part of this Memorandum.

8. First Named **Covered Party**. The **Covered Party** first named in Item 2. in the **DECLARATIONS** is authorized to act on behalf of all **Named Covered Parties** and other **Covered Parties** with respect to the giving and receiving of notice of cancellation and to receiving any returned premium that may become payable under this Memorandum. The **Covered Party** first name in Item 2. in the **DECLARATIONS** is responsible for the payment of all premiums, but the other **Named Covered Parties** jointly and severally agree to make such premium payments in full if the first **Named Covered Party** in Item 2 fails to pay the amount due within thirty (30) days after **we** give written demand for payment to the first **Named Covered Party** in Item 2.

9. Inspection and Audit. **We** shall have the right, but not the obligation, to inspect **your** property and operations at any time. Neither **our** right to make inspections, nor the making

thereof, nor any report thereon shall constitute an undertaking, on behalf or benefit of **you** or others, to determine or warrant that such property or operations are safe or healthy.

The **Named Covered Party** shall maintain records of such information as is necessary for premium computation, and shall send copies of such record to **us** at the end of the **Memorandum Period** and at such times during the **Memorandum Period** as **we** may direct. **We** may examine and audit **your** books and records as they related to this Memorandum at any time during the **Memorandum Period** and extensions thereof and within three (3) years after the final termination of this Memorandum.

10. Liberalization Clause. If within sixty (60) days prior to or during the **Memorandum Period we** adopt any revision which would broaden coverage under this Memorandum without additional premium, such broadened coverage will immediately apply to this Memorandum.

11. Other Coverage. If other valid and collectible coverage with any other insurer is available to **you** covering a loss also covered hereunder, whether on a primary, excess or contingent basis, the coverage hereunder shall be in excess of, and shall not contribute with such other coverage; provided, however, this clause does not apply with respect to excess coverage purchased specifically to be in excess of this Memorandum, or to other coverage which is intended to provide the remainder of the Limit of Liability stated in the **DECLARATIONS** of the Memorandum when the coverage afforded under this Memorandum provides less than one hundred (100) percent of the limit set forth on the **DECLARATIONS**.

12. Premium. The premium designated in the Memorandum **DECLARATIONS** is flat and not adjustable, unless:

    A. A material exposure is added under the Memorandum;

    B. The Limits of Liability are increased or decreased;

    C. The Memorandum is restricted or broaden by endorsement; or

    D. The **Memorandum Period** is increased or shortened.

13. Subrogation. **We** shall be subrogated to the extent of any payment hereunder, to all of **your** rights of recovery and **you** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. **You** may elect to waive **your** right to subrogation prior to a loss. To the extent the **Named Covered Party** elects to waive such rights, **we** shall have no right of subrogation. Any amount recovered shall be apportioned as follows:

Any interest, including **your**s, having paid an amount in excess of **your Retained Limit** plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. **We** shall be reimbursed next, to the extent of **our** actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse **you**. The expenses of all such recovery proceedings shall be apportioned in the ratio of the respective recoveries. If there is no recovery in proceedings conducted solely by **you**, then **you** shall bear the expenses thereof.

14. Violation of Economic or Trade Sanctions. If coverage for a **Claim** or "**Suit**" under this Memorandum is in violation of any United States of America's economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that **Claim** or "**Suit**" shall be null and void.

15. **Your** Duties in the Event of **Occurrence**, **Wrongful Act**, **Claim** or **Suit**.

A. In the event of an **Occurrence** or **Wrongful Act** that is reasonably likely to involve **us**, written notice containing particulars sufficient to identify **you** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of any injured persons and witnesses, shall be given by or for **you** to **us** or any of **our** authorized agents as soon as practicable after **your** Risk Manager, Chief Risk Officer, Assistant Vice Chancellor for Risk Management or a Chief Executive Officer of the **Named Covered Party** has knowledge of the **Occurrence** or **Wrongful Act**.

B. If **Claim** is made or **Suit** is brought against **you** that is reasonably likely to involve **us**, **you** shall immediately forward to **us** every demand, notice, summons or other process received by **you** or **your** representatives.

C. **You** shall cooperate with **us** and upon **our** request assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **you** because of **Personal Injury**, **Property Damage** or **Public Official's Errors and Omissions** with respect to which coverage is afforded under this Memorandum; and **you** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** will not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that the amount of **Ultimate Net Loss** becomes certain either through trial court judgment or agreement among **you**, the claimant and **us**, **you** may pay the amount of **Ultimate Net Loss** to the claimant to effect settlement and upon submission of due proof thereof, **we** shall indemnify **you** for that part of such payment which is in excess of **your Retained Limit**, or upon **your** request, make such payment to the claimant on **your** behalf.

D. In the event of an **Occurrence or Wrongful Act,** which is reserved at greater than or equal to fifty (50) percent of **your** retention, **you** shall:

1) Report said **Occurrence** or **Wrongful Act**; or

2) Regardless of the reserve amount, report losses without regard to liability falling within the following classifications:

a) Fatalities;

b) Spinal cord or brain injuries;

c) Amputations;

d) Loss of sight;

e) Severe burns;

f) Serious head injury;

g) Psycho-neurotic disorders;

h) Serious loss of use of any body functions;

i) Long term hospitalization;

j) Paralysis;

k) Civil Rights Allegations, including allegations involving police and law enforcement; or

l) Sexual Abuse or Molestation.

E. Whenever **you** have information from which **you** may reasonably conclude that an **Occurrence** or **Wrongful Act** covered hereunder involves injuries or **Damages**, which in the event that **you** shall be held liable, are likely to involve this Memorandum, notice shall be sent to **us** as soon as practicable; provided, however, that failure to give notice of any **Occurrence** or **Wrongful Act** which at the time of its happening did not appear to involve this Memorandum, but which at a later date would appear to give rise to **Claims** hereunder, shall not prejudice such **Claims**.

Such notice is to be sent with all pertinent facts as respects Item 15. **Your** Duties in the Event of Occurrence, Wrongful Act, **Claim** or **Suit** section of **VIII CONDITIONS** to:

Campus Liability:

Systemwide Risk Management
Office of the Chancellor California State University
401 Golden Shore, 5th Floor Long Beach, CA 90802-4210

Key Contact:

Zachary Gifford, Director-Systemwide Risk Management
(T): 561-951-4568
(E): zgifford@calstate.edu

AORMA Liability:

Carl Warren & Company
csurma@carlwarren.com

and/or

Beth Tavares
btavares@carlwarren.com
657-622-4215

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

SCHEDULE OF ENDORSEMENTS
ENDORSEMENT # 1

Memorandum Number: CSURMA.2025.07.01
Coverage Period: July 1, 2025 to July 1, 2026

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY

SCHEDULE OF ENDORSEMENTS
(Attached to the Memorandum of Coverage at Inception)

1. Schedule of Endorsements
2. Named **Covered Party** Endorsement - CAMPUSES
3. Named **Covered Party** Endorsement - AUXILIARIES
4. Amendatory Endorsement – Automatic Additional **Covered Party** Required Contract by Written Contract
5. Amendment - Reporting Requirement - CSU Sacramento Capital Public Radio

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Countersigned:

DocuSigned by:
Zachary Gifford
EF2254FFCAE5404...

Zachary Gifford
CSURMA Secretary-Auditor

Date: 9/19/2025

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

NAMED COVERED PARTY - CAMPUSES
ENDORSEMENT # 2

Memorandum Number: CSURMA.2025.07.01
Coverage Period: July 1, 2025 to July 1, 2026

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY

Item 2. Named Covered Party, as shown on the Declarations, is completed to read as follows:

California State University Risk Management Authority (CSURMA)
The State of California as respects the Trustees of the California State University
The California State University (CSU)
Auxiliary Organizations Risk Management Alliance (AORMA)

In addition, the following persons, entities, and organizations (members) are included as **Named Covered Party** under this Memorandum:

1. California State University, Office of the Chancellor
2. California State University, Bakersfield
3. California State University, Channel Islands
4. California State University, Chico
5. California State University, Dominguez Hills
6. California State University, East Bay
7. California State University, Fresno
8. California State Polytechnic University, Humboldt
9. California State University, Fullerton
10. California State University, Long Beach
11. California State University, Los Angeles
12. California State University Maritime Academy *(CSU Maritime Academy is in the process of merging with California Polytechnic State University, San Luis Obispo, and once the merge is complete will become the California Polytechnic State University, San Luis Obispo, Solano Campus and will not be a separate campus of the CSU.)*
13. California State University, Monterey Bay
14. California State University, Northridge
15. California State Polytechnic University, Pomona
16. California State University, Sacramento
17. California State University, San Bernardino
18. San Diego State University
19. San Francisco State University

20. San Jose State University
21. California Polytechnic State University, San Luis Obispo
22. California State University, San Marcos
23. Sonoma State University
24. California State University, Stanislaus

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

Memorandum Number: CSURMA.2025.07.01
Coverage Period: July 1, 2025 to July 1, 2026

NAMED COVERED PARTY – AUXILIARY ORGANIZATIONS
ENDORSEMENT # 3

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY

Item 2. Named Covered Party, as shown on the Declarations, is completed to read as follows:

California State University Risk Management Authority (CSURMA)
The State of California as respects the Trustees of the California State University
The California State University (CSU)
Auxiliary Organizations Risk Management Alliance (AORMA)

In addition, the following persons, entities, and organizations (members) are included as **Named Covered Party** under this Memorandum:

In addition, the following persons, entities, and organizations (members) are included as Named **Covered Party** under this Policy:

Campus	Auxiliary Organization
Bakersfield	Associated Students, California State University, Bakersfield, Inc.
Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration
Bakersfield	California State University, Bakersfield Foundation
Bakersfield	California State University, Bakersfield Student Union
Chancellor's Office	California State University Foundation
Channel Islands	Associated Students of California State University, Channel Islands, Inc.
Channel Islands	California State University Channel Islands Foundation
Channel Islands	CI University Auxiliary Services, Inc.
Chico	Associated Students of California State University, Chico
Chico	Chico State Enterprises
Chico	The University Foundation, California State University, Chico
Dominguez Hills	Associated Students, California State University, Dominguez Hills
Dominguez Hills	California State University, Dominguez Hills Toro Auxiliary Partners
Dominguez Hills	Donald P. and Katherine B. Loker University Student Union, Incorporated
Dominguez Hills	California State University, Dominguez Hills Philanthropic Foundation
East Bay	Associated Students Incorporated of California State University, East Bay
East Bay	Cal State East Bay Educational Foundation

Campus	Auxiliary Organization
East Bay	California State University, East Bay Foundation, Inc.
Fresno	Associated Students, Inc. of California State University, Fresno
Fresno	California State University, Fresno Association, Inc.
Fresno	California State University, Fresno Foundation
Fresno	Fresno State Programs for Children, Inc.
Fresno	The Agricultural Foundation of California State University, Fresno
Fresno	The California State University, Fresno Athletic Corporation
Fullerton	Associated Students, Inc. California State University, Fullerton
Fullerton	Cal State Fullerton Philanthropic Foundation
Fullerton	CSU Fullerton Auxiliary Services Corporation
Humboldt	Associated Students of Cal Poly Humboldt
Humboldt	Cal Poly Humboldt Foundation
Humboldt	Humboldt State University Center Board of Directors
Humboldt	Cal Poly Humboldt Sponsored Programs Foundation
Long Beach	Associated Students, California State University, Long Beach
Long Beach	California State University, Long Beach Research Foundation
Long Beach	Long Beach State Foundation
Long Beach	Forty-Niner Shops, Inc. *dba Beach Shops*
Los Angeles	Associated Students of California State University, Los Angeles, Inc.
Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
Los Angeles	California State University, Los Angeles Foundation
Los Angeles	University-Student Union Board, California State University, Los Angeles
Maritime Academy	California Maritime Academy Foundation, Inc.
Maritime Academy	The Associated Students of the California Maritime Academy
Maritime Academy	Cal Maritime Corporation
Monterey Bay	Foundation of California State University, Monterey Bay
Monterey Bay	University Corporation at Monterey Bay
Monterey Bay	Otter Student Union at CSU Monterey Bay
Northridge	Associated Students, California State University, Northridge, Inc.
Northridge	California State University, Northridge Foundation
Northridge	North Campus University Park Development Corporation
Northridge	The University Corporation
Northridge	University Student Union of California State University, Northridge
Pomona	Associated Students Inc., California State Polytechnic University, Pomona
Pomona	Cal Poly Pomona Foundation, Inc. *dba Cal Poly Pomona Enterprises*
Pomona	Cal Poly Pomona Philanthropic Foundation
Sacramento	Associated Students of California State University, Sacramento
Sacramento	Capital Public Radio, Inc.
Sacramento	The University Foundation at Sacramento State
Sacramento	University Enterprises, Inc.
Sacramento	University Union Operation of CSUS, Inc.

Campus	Auxiliary Organization
San Bernardino	Associated Students, California State University, San Bernardino
San Bernardino	CSUSB Philanthropic Foundation
San Bernardino	Santos Manuel Student Union of California State University, San Bernardino
San Bernardino	University Enterprises Corporation at CSUSB
San Diego	Associated Students, San Diego State University
San Diego	Aztec Shops, Ltd.
San Diego	San Diego State University Research Foundation
San Diego	The Campanile Foundation
San Diego	SDSU Mission Valley Enterprises
San Francisco	Associated Students of San Francisco State University
San Francisco	San Francisco State University Foundation, Inc.
San Francisco	The University Corporation, San Francisco State
San Jose	Associated Students San Jose State University
San Jose	San Jose State University Research Foundation
San Jose	Spartan Shops, Inc.
San Jose	The Student Union of San Jose State University
San Jose	The Tower Foundation of San Jose State University
San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo
San Luis Obispo	Cal Poly Corporation *dba Cal Poly Partners*
San Luis Obispo	California Polytechnic State University Foundation
San Marcos	The California State University San Marcos Foundation
San Marcos	Associated Students, Inc. of California State University San Marcos
San Marcos	California State University San Marcos Corporation
Sonoma	Associated Students of Sonoma State University
Sonoma	Sonoma State Enterprises, Inc.
Sonoma	Sonoma State University Foundation
Stanislaus	Associated Students Incorporated of California State University, Stanislaus
Stanislaus	California State University, Stanislaus Auxiliary and Business Services
Stanislaus	California State University, Stanislaus Foundation
Stanislaus	University Student Center of California State University, Stanislaus
N/A	Auxiliary Organization Associations
N/A	Auxiliaries Multiple Employer VEBA
N/A	Cal Poly Humboldt Real Estate Holdings
N/A	Cal Poly Foundation, LLC

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

Memorandum Number: CSURMA.2025.07.01
Coverage Period: July 1, 2025 to July 1, 2026

AUTOMATIC ADDITIONAL COVERED PARTY REQUIRED BY WRITTEN CONTRACT
ENDORSEMENT #4

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the following:

Schedule of Additional Covered Party
WHERE REQUIRED BY WRITTEN CONTRACT

SPECIAL NOTE: THIS MEMORANDUM PROVIDES COVERAGE IN EXCESS OF A **RETAINED LIMIT**. THE ADDITIONAL **COVERED PARTY**(S) LISTED ABOVE WILL BE SUBJECT TO THE SAME MEMORANDUM TERMS, CONDITIONS AND LIMITATIONS PROVIDED TO THE **NAMED COVERED PARTY**.

This Memorandum is amended as follows:

1. Any person(s), entity (ies) or organization(s) listed in the Schedule of this endorsement to whom the **Named Covered Party** is obligated by virtue of a written contract to provide coverage solely with respect to **Personal Injury** and **Property Damage** is an Additional **Covered Party** with regard to liability and defense of **claims** or **suits** arising from the operations and uses performed by or on behalf of the **Named Covered Party**.

2. The Limits of Coverage afforded under this endorsement to such person(s), entity (ies) or organization(s) will be limited to the limits of coverage required within the terms of the written contract or the limit of coverage of this Memorandum, whichever is less. **We** will not be obligated for limits of coverage indicated in the written contract that are greater than the limits of coverage of this Memorandum.

3. With respect to **claims** arising out of the operations and uses performed by or on behalf of the **Named Covered Party**, such coverage coverages afforded the Above-Named Additional **Covered Party** under the Memorandum shall be considered the primary coverage, but will apply in excess of the **Named Covered Party's Retained Limit**. **We** shall not seek contribution from the other coverage held by the person(s), entity (ies), or

organization(s) named above for amounts payable under this coverage. This condition applies only with respect to liability for **Personal Injury** or **Property Damage** arising out of the negligent acts of the **Named Covered Party**.

4. Each coverage under the Memorandum shall apply separately to each Above-Named Additional **Covered Party** against whom **claim** is made or **suit** is brought except with respect to the limits of coverage afforded to the Additional **Covered Party** under the Memorandum procured by the **Named Covered Party.**

5. However, Paragraphs 1, 2, 3, and 4 above do not apply to a person(s), entity(ies), or organization(s) unless the **Named Covered Party** had a specific written contract from that person(s), entity(ies) or organization(s) that requires that:

   A. This coverage be primary;

   B. They be an Additional **Covered Party** under this Memorandum; and

   C. The **Named Covered Party** received such request prior to the date that the **Named Covered Party's** operations for that person(s), entity (ies) or organization commenced.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

csurma
California State University Risk Management Authority

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

Memorandum Number: CSURMA.2025.07.01
Coverage Period: July 1, 2025 to July 1, 2026

REPORTING REQUIREMENT FOR CAPITAL PUBLIC RADIO, INC.
ENDORSEMENT #5

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY

This endorsement modifies the coverage provided under this Memorandum of Coverage.

Schedule	
Prior Acts Time Period:	November 1, 2002 to November 1, 2007
Report Due Date:	July 1, 2026

Only with respect to Capital Public Radio, Inc. the following is added to SECTION I - COVERAGE AGREEMENT:

This coverage applies to any **Personal Injury** Liability, **Property Damage** Liability**, Public officials' Errors and Omissions** Liability or **Employment Practices** Liability**,** in excess of the **Retained Limit,** occurring within the Prior Acts Time Period shown in the Schedule of this endorsement only if the **claim** or **suit** is reported to **us** by the Report Due Date shown in the Schedule of this endorsement. However, the coverage provided by this endorsement will not apply to such **Personal Injury** Liability, **Property Damage** Liability**, Public Officials' Errors and Omissions** Liability or **Employment Practices** Liability if:

1. The **claim** or **suit** has been reported to or otherwise known by **you** prior to inception of this Policy;
2. The **claim** or **suit** has been reported under any policy whose limits of insurance have been exhausted;
3. The **claim** or **suit** is within and subject to any deductible or self-insured retention under another policy; or
4. Coverage under another policy is impaired by the other carrier's bankruptcy or insolvency.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.