



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FULL BOARD MEETING**

Friday, June 29, 2012
3:00 pm
Via Conference Call
Listen-only Dial-in Number: 1-800-954-0602

AGENDA

- | | |
|---------------------------------------|-----------------------|
| 1. Call to Order and Chair's Remarks | Chairman Albert Maury |
| 2. Action Items | |
| BT1. Honorary Degree Nomination | Douglas Wartzok |
| BT2. Approval of New Educational Site | Howard Lipman |
| 3. New Business <i>(If any)</i> | Albert Maury |
| 4. Concluding Remarks and Adjournment | Albert Maury |

Conference Call information:

- Please call 1-800-954-0602, promptly at 3:00 pm on Friday, June 29, 2012
- If you are disconnected, please redial the conference call number
- If you have any problems with the above, please contact the Board of Trustees office at 305.348.6495

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 29, 2012

Subject: Honorary Degree Nomination

Proposed Board Action:

Endorse Mr. Maurice A. Ferré as a recipient of a doctoral degree *honoris causa* from Florida International University.

Background Information:

The nomination was recommended by the Faculty Senate on Tuesday, June 12, 2012.

The nominee was approved by the University President and Provost to receive an honorary degree at Commencement.

Florida Board of Governors Regulation 3.004 Honorary Degrees provides that each university board of trustees shall establish policies and procedures for recommending candidates for honorary degrees.

Supporting Documentation: Nomination Letter for Mr. Maurice A. Ferré

Facilitator/Presenter: Douglas Wartzok

Anthony P. Maingot, Ph.D.
Consuelo S. Maingot, Esq.

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February 1, 2012

To Whom It May Concern:

It is my distinct pleasure to write in support of the University's award of an Honorary Degree to Maurice A. Ferré. In so doing we would certainly be honoring the man, but also giving recognition to a period of Miami history which was truly transformative not in small part due to his doings. By bestowing this honor we would be recognizing men and women who live by the dictum *noblesse oblige* rather than *noblesse merite*. Ferré has held that ideal of conduct through his long years of service to this city and this state. It is a well-recognized tradition in the Ferré family. When his youngest son, a pioneer in the new technology of instruments for robotic surgery was asked by the Miami Herald what motivated him, he responded: I am continuing a family tradition of innovation and service.

Evidence of Maurice's sincere self-effacement and hesitation to seek honors is the fact that when I, encouraged by then-Provost Rosenberg, raised the issue of just such an honor over two years ago, Ferré demurred. His reasoning was commendable: he was at the time running for public office and would not wish that this honor be interpreted as opportunistic by either himself or the University. He has now assented to my nominating him. He is well-aware that this nomination is but the first of many steps, reviews which will be done by several academic committees.

I attach his curriculum vitae so no further elaboration of details is necessary here. I do wish to call your attention to a singular fact: Ferré began his political service six years before FIU opened its doors to students. Since those early days he was elected to the office of Mayor of Miami on six different occasions. He experienced and managed admirably some of the most trying times of Miami's very young history. He integrated the City Commission and battled an outright racist Police force, he handled the dramatic period of the Mariel Boatlift, he acted consistently to bring integrity and accountability to City Government and he started the urban renewal of Miami.

The granting of this honor to Ferré should be an occasion to revisit the Ferré years as part of our history. History, contrary to what Henry Ford said, is not “bunk.” It is, if told factually and without ill will, a record which can illustrate and teach by example. Maurice A. Ferré’s years of service since 1966 are just such an example. Granting him the Honorary Doctorate would provide an excellent opportunity to review and evaluate those years, years which run parallel to those of our own institution.

I sincerely hope that FIU will grant Maurice A. Ferré this well-deserved honor.

Sincerely,

Anthony P. Maingot
Professor Emeritus of Sociology
Florida International University

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 29, 2012

Subject: Approval of New Educational Site

Proposed Board Action:

The Florida International University Board of Trustees hereby approves the Jewish Museum of Florida, Inc. (“JMOF”) Gift Agreement in substantially the form attached hereto; delegates to the University President and the Foundation President & CEO the authority to finalize all exhibits thereto; and approves the establishment of the JMOF-FIU facilities in Miami, Beach, Florida as a “special purpose center” of Florida International University.

Background Information:

The JMOF is a not-for-profit corporation of the State of Florida whose secular mission is to collect, preserve and interpret for the public the material evidence of the Florida Jewish experience from at least 1763 to the present to Jews, non-Jews, Florida residents and visitors alike.

The JMOF operates a museum facility located at 301-311-321 Washington Avenue, Miami Beach, Florida (the “Property”), that includes, but is not limited to, a collections archive and research library and promotes the education, research and study of Jewish art, culture and history through exhibitions, public programs and other community outreach efforts.

On June 9, 2012, the FIU Foundation, Inc. accepted a gift of the Property and other assets of the JMOF, for the purpose of potentially relocating FIU’s Judaic Studies program to the Property and operating the Property as the Jewish Museum of Florida – FIU consistent with the FIU Academic Plan attached hereto.

Legal Authority:

Florida Board of Governors (BOG) Regulation 8.009(1)(c) defines a “special purpose center” as “a unit of a university, apart from the main campus, that provides certain special, clearly defined programs or services, such as research or public service, and reflects a relatively permanent commitment by a university for the foreseeable future, not an occasional, time-limited, or transitory activity, in facilities which are university-owned, university-leased, or jointly used with another public institution.”

BOG Regulation 8.009(3)(d) provides that “[e]stablishing, reclassifying, relocating, or closing an additional campus or special purpose center, including acquiring real property for such educational sites, shall be approved by the university board of trustees and, subsequently, the Board of Governors.”

Supporting Documentation: Jewish Museum of Florida – FIU Gift Presentation
FIU-JMOF Integration five-year (2012-17) Academic Plan
Gift Agreement between the JMOF and the FIU Foundation, Inc.
and the FIU Board of Trustees

Facilitator/Presenter: Howard R. Lipman

FIU FOUNDATION BOARD OF DIRECTORS MEETING

June 8-9, 2012



Jewish Museum of Florida-FIU Gift

FIU FOUNDATION BOARD OF DIRECTORS

AGENDA



- ✓ ***Overview***
- ✓ ***Academic Plan***
- ✓ ***Structure of the Gift***
- ✓ ***Due Diligence***
- ✓ ***Financial Information***

FIU FOUNDATION BOARD OF DIRECTORS

About the JMOF

- JMOF is a secular, historical museum that is accredited by the American Association of Museums.
- JMOF's mission is to provide a deeper understanding of history, culture and identity in Florida by collecting, preserving and interpreting the material evidence of the Florida Jewish experience from 1763 to the present.
- The JMOF's core collection began as the "Mosaic Exhibit," a statewide project supported with funding from the Florida Legislature and grant funding from state agencies.
- JMOF focuses on multi-cultural education and demonstrates through its exhibitions, public programs, and Collection how the challenges of the immigrant experience are shared by all ethnicities in Florida.
- JMOF's mission complements existing programs at the University that focus on history, culture, religion, literature, political science, and international relations.
 - FIU currently offers undergraduate and graduate programs relating to all of the major religions of the world including but not limited to a Judaic Studies certificate program in the School of International and Public Affairs (SIPA).

FIU FOUNDATION BOARD OF DIRECTORS

Academic Plan — The Vision

The Jewish Museum of Florida presents the opportunity for enhanced academic and public programs, through research, teaching and engagement, for FIU students and faculty. With a multicultural approach, FIU will focus on a dialogue on issues of religion, history, cultural identity and diversity. The key areas of focus will be:

- Curriculum development
- Academic programs
- Events and engagement

FIU FOUNDATION BOARD OF DIRECTORS

Academic Plan — Curriculum Development

The Gift will permit FIU to use the JMOF facility and its collection of archival materials to enhance the development of existing and new curriculum by:

- Intensifying collaboration within the School of International and Public Affairs, as well as other units in the College of Arts & Sciences. This includes the Department of History, Department of Religious Studies, European Studies, Judaic Studies, Middle East Studies, Sephardic Studies and the Program in the Study of Spirituality.
- Formally locating Judaic Studies and Sephardic Studies at the museum.
- Classes from several departments will be held at the museum, examining exhibits and archives in support of credit and non-credit degree and certificate programs.
- Expand online course offerings to further our reach.

FIU FOUNDATION BOARD OF DIRECTORS

Academic Plan — Programs

The Gift will permit FIU to use the JMOF facility and its collection of archival materials to expand its academic programs including:

- Certificate in Judaic Studies — Enhance existing program to integrate Sephardic Studies, as well as Israeli and Middle East Studies.
- Interdisciplinary workshops — Establish an education program for public and private school teachers focused on Judaic studies.
- Master of Arts in Managing Cultural Resources — The cost-plus degree program will be developed in collaboration with FIU's Wolfsonian and Patricia and Phillip Frost Art Museum. Areas of focus include:
 - Public history
 - Archival collections
 - Exhibit design
 - Museum studies

FIU FOUNDATION BOARD OF DIRECTORS

Academic Plan — Events and Engagement

The Gift will permit FIU to extend its reach into the South Florida community by focusing on a variety of outreach initiatives including:

- Speakers' series, conferences and workshops with other area studies programs that have shared interests with Judaic studies. This includes Asian Studies, European Studies, Middle East Studies and the Latin American and Caribbean Center.
- Host an annual conference focused on topics related to current museum exhibits.
- Collaborations with other units in the College of Arts & Sciences, as well as other units within the university including College of Art + Architecture, College of Business, College of Education and the College of Law.
- Internship opportunities for students.
- Engagement with local schools, museums and other community organizations in South Florida.

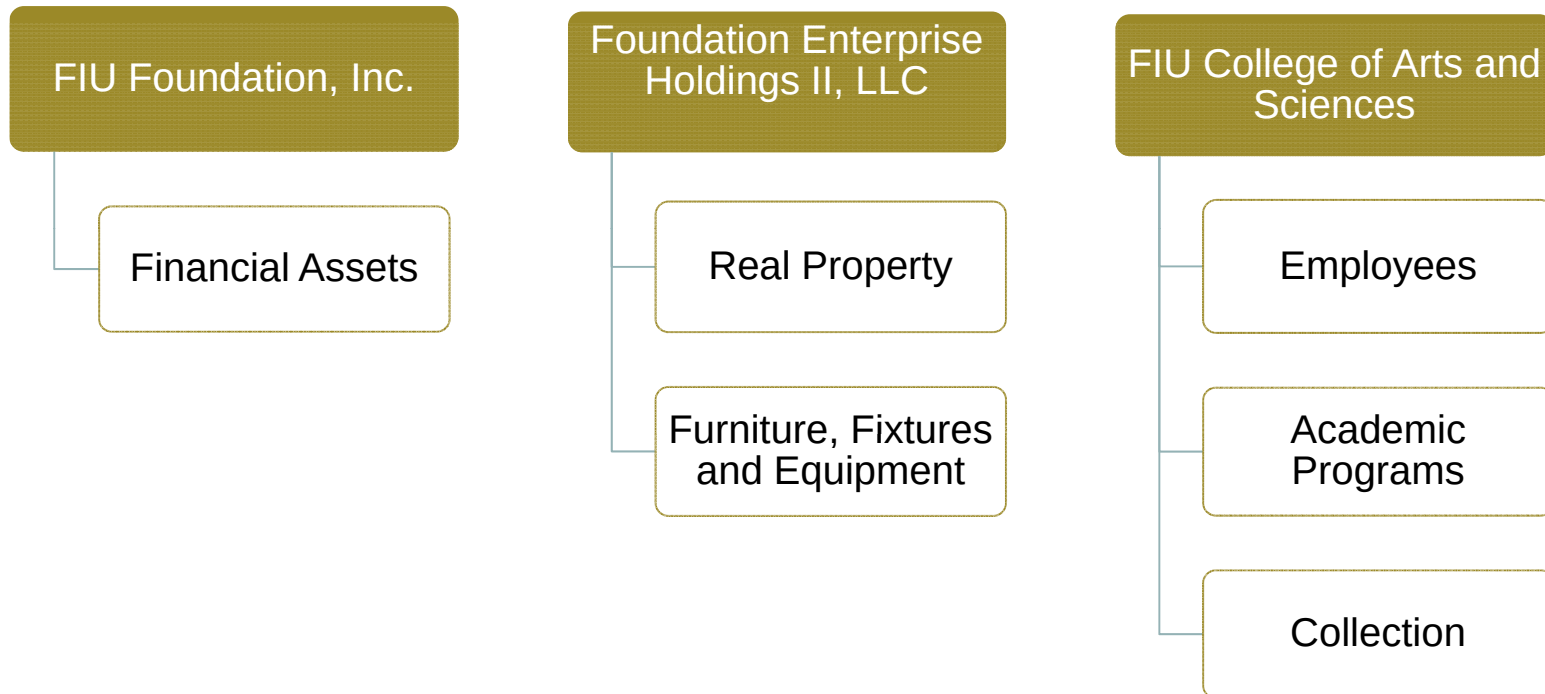
FIU FOUNDATION BOARD OF DIRECTORS

Property Details

- ✓ 301-311-321 Washington Avenue (east side of Washington Avenue, between 3rd and 4th Streets)
- ✓ Site Size: 19,500 sq. ft.
- ✓ Improvements:
 - Two restored, masonry constructed former synagogue buildings joined together by a glass-enclosed air-conditioned atrium
 - Both buildings are listed on the National Register of Historic Places that housed the first congregation in Miami Beach, Florida
 - South building consists of approximately 6,280 sq. ft., with an entry foyer, gift shop, exhibition area with 23 foot ceilings, mezzanine with office area, a finished basement with restrooms and storage area
 - North building consists of approximately 5,800 sq. ft. with entry foyer, exhibition area with 23 ft. ceilings, restrooms, kitchen, storage area and mezzanine with office area
 - Over 76 stained glass windows protected by hurricane impact glass covering
 - North and South joined by atrium space with approximately 945 sq. ft., used as a bistro
- ✓ Assessed Value: \$4,600,000
- ✓ 2011 Property Taxes: \$0 (not-for-profit use is exempt from ad valorem taxation)

FIU FOUNDATION BOARD OF DIRECTORS

Structure



FIU FOUNDATION BOARD OF DIRECTORS

Structure

	FIU Foundation, Inc.	Foundation Enterprise Holdings II, LLC	Florida International University
Assets	Cash and investments, Endowments Pledged receivables Equipment & other assets	Cash (transferred from FIU Foundation) Museum building	Cash (academic operations)
Liabilities	Accounts payable and accrued expenses Deferred revenues	Property mortgage	N/A
Revenues	Fundraising / Contributions Grants Museum memberships, admissions, rental income, museum store and bistro Investment earnings	Transfer in from FIU Foundation, Inc. to cover building expenses	Academic Program (New cost plus and certificate programs - auxiliary trust fund)
Expenses	Salaries reimbursement to FIU Museum operating expenses Transfers to FEH II, LLC for building maintenance	Building expenses Mortgage payments	Salaries (reimbursed by FIU Foundation, Inc.) Rent expense for the use of Museum Academic program expenses

FIU FOUNDATION BOARD OF DIRECTORS

JMOF Advisory Board

- Creation of JMOF Advisory Board within College of Arts & Sciences with consultative role over all aspects of Museum operations, including:
 - ✓Community Outreach
 - ✓Fundraising
 - ✓Exhibitions
 - ✓Public Programs & Special Events
- Provide JMOF board members with 2 seats on FIU Foundation Board
- Proven model similar to The Wolfsonian-FIU Advisory Board

FIU FOUNDATION BOARD OF DIRECTORS

Summary of Due Diligence

✓ Title/Mortgage:

- Title commitment obtained
 - No judgments, liens or open permits
 - No major title exceptions (other than existing mortgage)
- Foundation LLC to assume existing mortgage in the amount of \$706,000
 - Principal payments due of \$50,000 per year for three years
 - Deferral of remaining balance for 95 years (2110) if at least 50% of the facility is used for Jewish history, art and culture

✓ Environmental

- Phase I completed; no major adverse findings. No further assessment warranted

FIU FOUNDATION BOARD OF DIRECTORS

Summary of Due Diligence

✓ **Facility Inspection**

- Structural engineering study conducted by MEP Structural Engineering

✓ **Survey**

- Existing 2005 survey reviewed: no encroachments or other adverse conditions.
- New survey not obtained as footprint of structures has not changed since 2005.

✓ **Contracts**

- University or Foundation to assume several employment, vendor and other contracts

✓ **Employees**

- ✓ Existing employees will become University employees in College of Arts & Sciences

✓ **Other:** Constitutional constraints

FIU FOUNDATION BOARD OF DIRECTORS

Revenue Pro-Forma

	<i>Historical</i>			<i>Projections</i>				
	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16
Revenues								
Individual Support/Solicitation	327,963	397,639	205,511	191,758	195,593	199,505	203,495	207,565
Capital/Endowment Campaign (spendable)	227,830	654,506	1,156,780	200,000	227,830	232,387	237,034	241,775
Fundraising and Events	55,717	86,276	181,418	127,744	130,299	132,905	135,563	138,274
JMOF-FIU Fundraising					500,000	515,000	530,450	546,364
External Support	305,129	303,770	253,896	245,742	241,644	246,477	251,406	256,434
Memberships	198,772	179,341	182,476	200,000	204,000	208,080	212,242	216,486
Program Revenue	121,962	163,709	150,964	121,318	123,744	126,219	128,744	131,319
Museum Store Sales	84,938	81,342	74,945	78,799	80,375	81,983	83,623	85,295
Miscellaneous Revenue	224	236	131	177	181	184	188	192
Investment Earnings	66,822	71,518	53,684	37,000	37,740	38,495	39,265	40,050
Total Revenues	1,389,356	1,938,337	2,259,805	1,202,539	1,741,406	1,781,234	1,822,009	1,863,754

- ✓ Projections developed in conjunction with the JMOF management team
- ✓ Individual Support/Solicitation and Fundraising Programs/Events projected at 75% of historical averages
- ✓ Capital/Endowment Campaign projected based on current pipeline
- ✓ JMOF-FIU Incremental Fund Raising projection based on the need to sustain operations; growth projected at 3% annually
- ✓ Foundation Support based on 50% of historical averages
- ✓ On-Site and Off-Site Program, Museum Store and Miscellaneous Revenues forecasted at 90-100% of historical averages
- ✓ All revenues projected to grow at 2% annually

FIU FOUNDATION BOARD OF DIRECTORS

Financial Pro-Forma

	<i>Historical</i>			<i>Projections</i>				
	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16
Total Revenues	1,389,356	1,938,337	2,259,805	1,202,539	1,741,406	1,781,234	1,822,009	1,863,754
Expenses								
Salaries and Benefits	696,196	701,635	724,641	860,297	877,503	895,053	912,954	931,213
Executive Director			2,148	100,000	100,000	100,000	100,000	100,000
Contracted Services	71,172	63,656	63,952	70,574	71,986	73,425	74,894	76,392
Development Expenses	10,609	26,175	47,978	76,759	78,295	79,860	81,458	83,087
Membership Expenses	21,171	31,783	26,058	29,634	30,227	30,831	31,448	32,077
Exhibit Expenses	67,672	79,995	138,829	133,487	136,157	138,880	141,657	144,491
Collection/Research Ctr Exp	29,459	21,097	540	22,780	23,236	23,700	24,174	24,658
Education/Public Program Exp	32,802	12,311	8,188	17,615	17,967	18,327	18,693	19,067
Marketing Expenses	30,548	26,851	27,485	30,684	31,298	31,924	32,563	33,214
Museum Store Expense	27,830	36,133	40,000	46,688	47,621	48,574	49,545	50,536
Insurance Expense	36,832	39,246	33,177	38,806	39,582	40,373	41,181	42,004
Office/Organizational Expenses	11,223	12,103	17,133	16,437	16,765	17,101	17,443	17,792
Communications Expense	27,871	25,002	24,953	27,922	28,480	29,050	29,631	30,223
Financial Expenses	40,830	40,936	38,816	36,749	37,484	38,234	38,999	39,779
Staff Development	2,687	0	6,172	5,671	5,785	5,900	6,018	6,139
Equipment Costs	24,794	21,515	25,921	28,397	28,965	29,544	30,135	30,738
Building Expenses	94,096	90,803	103,491	99,090	101,072	103,093	105,155	107,258
Construction Account/Expenses	76,318	3,476	13,872	8,848	9,025	9,205	9,389	9,577
Principal and Interest	90,787	42,929	839,758	50,000	50,000	50,000	50,000	
Total Expenses	1,392,898	1,275,645	2,183,112	1,700,438	1,731,447	1,763,076	1,795,337	1,778,244
Excess Revenues Over Expenses	(3,542)	662,693	76,693	(497,899)	9,960	18,159	26,672	85,510

- ✓ Salaries and benefits include current and unfilled positions with FIU's benefit structure
- ✓ Building and Construction Account expenses based on a two year average and included in overall expenses
- ✓ Principal and Interest expenses assume payments to a lender based on refinanced loan and are included in overall expenses
- ✓ Majority of expenses assume a 5-year historical average as the basis for projections

FIU FOUNDATION BOARD OF DIRECTORS

Board Meeting

Board Requested Approval

- ✓ Approve the Agreement
- ✓ Approve creation of LLC and Operating Agreement for LLC
- ✓ Authorize Foundation President and CEO and LLC Manager to execute any and all documents in connection with transaction
- ✓ Authorize Foundation President and CEO to pay expenses related to transaction and to capitalize the LLC
- ✓ Approve two new members to Foundation Board, per Agreement terms

FIU-JMOF INTEGRATION 5-YEAR PLAN (2012-2017)

Vision: The Jewish Museum of Florida (JMOF) presents research and teaching opportunities for FIU students and faculty in Judaic Studies along with Sephardic Studies as well as Ethnicity Studies, Public History, and World Religions, among other interdisciplinary programs involving departments and centers both in and out of the School of International and Public Affairs (SIPA) in addition to vigorous outreach activities actively engaging the larger Jewish and other religious or ethnic communities on Miami Beach and throughout the greater South Florida region. All project aims in the three main areas of Curriculum Development, Academic Programs, and Events and Engagement fully align with FIU's strategic planning goals of enhancing education in globalization, developing international and area studies programs, and fostering community engagement through excellence in scholarship, creative activities, and service.

Curriculum Development

-Intensifies collaboration within a number of units in SIPA and CAS, including the History and Religious Studies departments as well as programs in European Studies, Judaic Studies, Middle East Studies, Sephardic Studies, and Spirituality

-Locates the Judaic Studies program and the Sephardic Studies programs at the JMOF as a means of deepening the understanding of the history, culture, identity, and religious beliefs and values of life in Florida, the Caribbean, and beyond to encompass many of the major world religious traditions

-Classes from several different departments will be held at JMOF and will examine exhibits and archives on a regular basis in support of credit and non-credit degree and certificate programs, including a reinvigorated certificate in Judaic Studies with an Online component plus a new cost-plus MA in "Managing Cultural Resources, for which the JMOF plus the Wolfsonian Museum are key assets to make the program attractive and give FIU an advantage over everyone in Florida in this area

Year I (2012-2013)

-Launch established courses from various departments including History, Literature, Religion and Sociology at JMOF including –

LIT 3170 Topics in Literature and Jewish Culture

REL 3308 World Religions

REL 5605 Studies in Judaism (GRAD)

REL 5618 Modern Judaism (GRAD)

SYD 4606 World Jewish Communities

WOH 3282 Modern Jewish History

Year II (2013-2014)

-Integrate existing and new course development with the museum's permanent collection, archives, and exhibits by launching classes on public cultural history and resources –

GSS XXXX Religious Identity and Ethnicity

HIS 4935 Capstone Seminar with focus on Ethnic History

HIS 5067 Public History (GRAD)

HIS 4941 and 6942 Public History Internships at Undergrad and Grad levels

LIT 3674 Literature of the Jewish Immigration Experience

LIT 3673 Migrant Stories: Literature of the Immigration Experience
REL XXXX Jewish Women and Society

Year III-IV (2014-2016)

- Develop new focus on Israel and World Affairs by creating and launching new courses –
 - CPO 4401 Arab Israeli Conflict
 - CPO XXXX Israel and U.S. Foreign Relations
 - EUH 4033 Nazism and the Holocaust
 - HIS XXXX Israel in the 20th century
 - REL 3672 Religion and Society in Israel
 - REL 4312 Jews of Asia
 - REL 5628 Jewish Thought and Thinkers (GRAD)
 - REL 5394 Jewish Mystical Texts (GRAD)
- Launch regular online core courses for certificate program–
 - REL 3308 World Religion
 - Newly developed courses such GSS XXXX Religious Identity and Ethnicity

Year V (2016-2017)

- Have sufficient flow of online courses for the Judaic Studies Certificate as an online program

Academic Programs

- Form** and administer newly revised and enhanced Certificate in Judaic Studies that integrates Sephardic Studies as well as Israeli and Middle Eastern studies
- Establish** interdisciplinary workshops in Judaic studies for public and private school teachers
- Develop** new cost-plus MA and certificate programs by mobilizing various SIPA units in connection with JMOF in “Managing Cultural Resources,” including training students, exhibit design, museum studies, public history, and archival collections in addition to cataloging ethnicity data, in a collaborative association with the FIU-Wolfsonian and Frost museums.

Year I (2012-2013)

- Submit revised and expanded Judaic Studies Certificate requirements to university curriculum committee
- Design additional certificate courses emphasizing the role of globalization and the importance of area studies in relation to Judaic Studies

Year II (2013-2014)

- Launch new Certificate based at JMOF with some courses also held at MMC
- Create new cost-plus Continuing Education program providing certification for religious teachers in Jewish synagogues, day schools, and related institutions
- Develop another Continuing Education program with broader appeal in Exile/Ethnicity/Diaspora Studies

Year III-IV (2014-2016)

- Enroll a minimum of 20 students in the Certificate program
- Enhance continuing education programs expanding to 25 participants

-Launch Cost-Plus programs - credit and non-credit - in “Managing Cultural Resources”

Year V (2016-2017)

-Hire two historians with methodological expertise in museums, memory, artifacts and public presentation of the past

Events and Engagement

-**JMOF** will host speakers’ series, conferences, workshops, non-credit outreach activities in their newly renovated building (capacity 400)

-**Collaborations** with other departments and programs in SIPA, CAS (such as English with a focus on both Literature and Creative Writing), and the University (especially CARTA in addition to Colleges of Business, Education, and Law)

-**Engagement** activities to be held on major Jewish holidays related to museum events

-**Cooperation** with local synagogues and other museums and community organizations in South Florida

Year I (2012-2013)

-Create an internal steering committee consisting of faculty and museum staff to plan and evaluate activities

-Begin workshop/speaker series in Judaic Studies in collaboration with other area studies programs, where there is significant representation or issues related to Judaic, such as Asian Studies, European Studies LACC, and Middle Eastern Studies

-Develop and hold one major conference as the start of an annual series on such topics that would be featured in JMOF exhibits as – “Jewish Experience in Eastern Europe,” “The Life and Writings of Isaac Bashevis Singer” and “Lifestyles of Jewish Women”

-Formulate action plans with programs in Humanities, Exile studies, Middle East studies, European studies that leverage interdisciplinary humanities and social sciences approaches

Year II (2013-2014)

-Form an external advisory board consisting of eminent members of the Judaic community as well as representatives of other religious and cultural organizations

-Implement program collaborations to include Exile Studies, and the Study of Spirituality among other programs

-Continue speakers and conference series with a total of 600 participants/attendees

-Develop internships with at least 6 graduate and 10 undergraduate students

Year III-IV (2014-2016)

-Complete midstream assessment of degree and effectiveness of community engagement efforts

-Expand events and engagement, including internship opportunities for students

Year V (2016-2017)

-Ongoing evaluations by internal steering committee and external advisory board

-Exceed 1000 participants per year in events and engagement activities at JMOF

GIFT AGREEMENT
between
JEWISH MUSEUM OF FLORIDA, INC.
and
FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.
and
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

This Agreement is entered into as of _____, __, 2012 by and among the **Jewish Museum of Florida, Inc.** (“JMOF”), the **Florida International University Foundation, Inc.** (the “Foundation”), and **The Florida International University Board of Trustees** (the “University” or “FIU”).

WHEREAS, JMOF is a not-for-profit corporation of the State of Florida whose mission is to collect, preserve and interpret for the public the material evidence of the Florida Jewish experience from at least 1763 to the present to Jews, non-Jews, Florida residents and visitors alike; and to examine how Jews form part of a dynamic mosaic of ethnicities, all seeking to balance the continuity and traditions of their heritage with the values and customs of a larger society;

WHEREAS, a focus of JMOF is to explore the richness and diversity of Jewish life, the unique ways in which Florida Jews influence and are influenced by the historic and cultural dynamics of Florida, the nation, and the world, and issues of discrimination against all peoples in Florida over the course of its history;

WHEREAS, the Museum, as hereinafter defined, is dedicated to multi-cultural education and demonstrates through exhibitions, public programs, and a collection of archival materials how the challenges of the immigrant experience are shared by all ethnicities in this diverse State of Florida;

WHEREAS, central to meeting its mission, the JMOF owns and maintains a museum facility located in Miami Beach, Florida (the “Museum”) that includes, but is not limited to, a collections archive and research library and promotes the education, research and study of Jewish art, culture and history through exhibitions, public programs and other community outreach efforts;

WHEREAS, the University has a Department of Religious Studies that offers undergraduate and graduate educational programs relating to all of the major religions of the world, and a Judaic Studies Program in the School of International and Public Affairs, which offers a certificate program in Judaic Studies and more broadly educates University students, faculty, and the South Florida community about Jewish history, culture, religion, literature, political science, and international relations;

WHEREAS, the University and Foundation desire, consistent with their teaching, research and philanthropic service missions, to enter into this Gift Agreement and acquire and operate the Museum with the intent to expand the University's cultural offerings in the Miami-Dade area and enhance and potentially expand its academic programs and research endeavors, including relocating the FIU Judaic Studies Program and enhancing other academic programs and research resources for faculty and students; and

WHEREAS, the above recitals shall hereinafter collectively be referred to as the "JMOF-FIU Mission."

WHEREAS, the University, the Foundation and JMOF each agree that this gift agreement and the commitments each party is making herein is in its best interests.

THEREFORE, in consideration of the following gifts made by the JMOF to the Foundation and University and the commitments of the University and the Foundation contained herein, and subject to the approval of the JMOF's Board of Directors, the University's Board of Trustees and the Foundation's Board of Directors or Executive Committee, the parties agree as follows:

I. Gift to the Foundation and/or University

Subject to the provisions of this Agreement, JMOF agrees to make the following gifts to the Foundation or University, as applicable (collectively, the "Gift"):

A. Real Property. JMOF agrees to convey to the Foundation (or a single member limited liability company of which the Foundation is the sole member that the Foundation may designate not less than

twenty (20) days prior to the Closing Date, as hereinafter defined) the property located at 301-311-321 Washington Avenue, Miami Beach, Florida, described more fully in Exhibit A attached hereto, together with all improvements, furnishings, fixtures, equipment and appurtenances thereon (the “Property”), pending the Foundation’s standard due diligence associated with real estate transactions. JMOF agrees to transfer the deed to the Property, subject to the existing mortgage attached hereto as Exhibit B (the “Mortgage”), and execute any documents that may be necessary to complete the transaction. The Foundation agrees to assume all of the obligations under the Mortgage. Once accepted, the Property shall be used exclusively in support of the JMOF-FIU Mission, consistent with the existing use restrictions relating to the Property. The Foundation agrees to maintain the Property in accordance with all applicable historic preservation requirements.

B. Collection. JMOF agrees to convey to the University all of its right, title and interest in and to all objects, artifacts, papers photographs and negatives, oral histories and any other materials constituting the JMOF collection, archives and research library, as described more fully in Exhibit C attached hereto (the “JMOF Collection” –known as the Collections of the Jewish Museum of Florida, originated by Marcia Jo Zerivitz, Founding Executive Director). The JMOF Collection shall be held exclusively for preservation, research and public exhibition in accordance with American Association of Museum (“AAM”) standards and in furtherance of the JMOF-FIU Mission. All works accessioned into the JMOF Collection shall remain a part thereof in accordance with AAM collection management standards and/or guidelines. In view of its special importance to the JMOF-FIU Mission, the JMOF Collection or portions thereof shall maintain a physical presence at the Property, provided, however, that the Collection or portions thereof may from time to time be located or housed outside the Property as the circumstances may require, if determined appropriate by the Director in consultation with the Dean of the College of Arts & Sciences and the JMOF Advisory Board established pursuant to Section II.H herein.

C. Endowment and Financial Assets. The JMOF agrees to transfer to the Foundation all of its endowed funds (the “Endowment”), cash and cash equivalents, certificates of deposit, money market funds, equity, mutual funds and any other investment or other fund accounts, as more fully described in Exhibit D (collectively, the “Financial Assets”), except for the sum of \$_____ which JMOF shall retain for corporate expenses. Funds currently held by JMOF as an Endowment shall be held by the Foundation as trustee. Future gifts that are designated for the Endowment shall be added to the

Endowment, consistent with each donor's intent . The Advisory Board shall be consulted with respect to any use of the principal of the Endowment for JMOF-FIU operations and any such use of the principal of the Endowment shall require the approval of the board of directors of the Foundation after consultation with the Director. The Foundation agrees to administer the Financial Assets in accordance with applicable laws relating to the use of endowed funds and each donor's original intent (as specified in writing and provided to the Foundation by JMOF at Closing), and in consultation with the Director will establish separate accounts in order to receive and segregate the Financial Assets and other funds raised for the benefit of the JMOF-FIU's operational and programming needs. Gift pledges received by JMOF after the date of this Agreement shall also be transferred to the JMOF-related accounts within the Foundation. All funds transferred to or received by the Foundation for the benefit of the Museum, the JMOF Collection or the JMOF-FIU Mission will be used exclusively to support the operation of the JMOF-FIU Mission and the care and preservation of the Museum and its operations, programming and outreach efforts.

D. Other Property and Equipment. JMOF agrees to convey to the [Foundation or University] all of its assets and interests in other property (office equipment, furniture, and other personal property) held by the JMOF more fully described in Exhibit E attached hereto.

E. Assumption of Obligations. The University or the Foundation, as appropriate, agree to assume the contractual or other obligations and liabilities of JMOF set forth in Exhibit F. To the best of the JMOF's knowledge, JMOF represents that all material liabilities with respect to the matters set forth in Exhibit F, whether matured or unmatured, fixed or contingent, have been disclosed to the University and Foundation.

E. Employees. Commencing as of the Closing Date of the transfer of the assets described in this Article I, University agrees to make offers of employment to all JMOF employees employed on such date at the same base salary they are earning as of that date, as more fully set forth in Exhibit F, provided that all offers, terms, conditions and benefits of employment at University shall be subject to the University's standard personnel policies, terms and other requirements. The Director shall be employed pursuant to her existing agreement, attached as Exhibit G, in accordance with its terms.

F. No Representations. EXCEPT FOR THE WARRANTIES OF TITLE IN THE DEED AND BILL OF SALE TRANSFERRING THE PROPERTY, COLLECTION AND OTHER PERSONAL PROPERTY BEING CONVEYED PURSUANT TO THIS GIFT AGREEMENT, JMOF, ITS BOARD OF DIRECTORS, OFFICERS AND AGENTS EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TITLE, QUALITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY, THE JMOF COLLECTION OR OTHER PERSONAL PROPERTY CONSTITUTING THE GIFT AND THE UNIVERSITY AND THE FOUNDATION AGREE TO ACCEPT THE GIFT AS IS.

II. Operation of the Museum and the University's Curriculum Development

In furtherance of the JMOF-FIU Mission, the University agrees to take the actions described in this Article II and commits as follows:

A. The University will develop a presence for the FIU Judaic Studies Program at the Property and may hold classes at the Property with the intent of utilizing the JMOF Collection in support of credit and non-credit degree and/or certificate programs, including but not limited to a certificate in Judaic Studies and/or other course offerings that may be developed from time to time.

B. The University may develop interdisciplinary programs that align with the JMOF-FIU Mission, including Religious Studies, History, Ethnicity Studies and various programs in the School of International and Public Affairs and College of Arts and Sciences, including European Studies and Middle East Studies, among others.

C. The University shall be solely responsible for all curriculum and academic program development, in accordance with applicable federal and state laws and accreditation requirements. The University agrees to assign a faculty Academic Director to oversee academic program development and to coordinate operational issues with the Director of JMOF and JMOF Museum staff.

D. The University will operate the Museum and educational and outreach activities in accordance with the guidelines of the AAM and will maintain the Museum as a unit of the University within its

College of Arts & Sciences. The current schedule of operating hours and admission charges for the Museum is attached as Exhibit G. The Museum will be open to the public on a regular basis, provided, however, that the Director may establish the schedule for the Museum's operating hours and admission charges in consultation with the JMOF Advisory Board and approved by the Dean of the College of Arts and Sciences and in compliance with all applicable laws and University policies. The Museum will be operated and known as the "**Jewish Museum of Florida – FIU.**" Included in the assets being transferred to the Foundation/University at Closing, the JMOF will transfer to the University all right, title and interest in the name "Jewish Museum of Florida," including all copyright, trademark and related interests).

E. JMOF Director and appropriate staff and the University shall jointly develop an initial budget for the costs of operating, staffing, and maintaining the Museum (other than FIU academic program expenses) and shall, to the fullest extent possible, identify all operational efficiencies that may be available. The existing JMOF budget will continue as the initial annual operating budget for the Museum ("Operating Budget") until such time as an amended Operating Budget is prepared by the Director and approved by FIU after consultation with the Advisory Board and the Dean of the College of Arts and Sciences.

1. All revenues arising from the operation of the Museum and donations and grants (whether received by the Foundation or the University) generated for Museum operations and capital expenditures shall be used to support the JMOF-FIU Mission. It is the parties' expectation that revenues from Museum operations, donations with respect to the Museum (other than donations for capital expenditures) and income from the Endowment will be sufficient to fund the Museum's expenses.

2. In the event that during the first three years following the Closing Date, the Museum's actual revenues are insufficient to cover its budgeted expenses, the Director, in consultation with the Advisory Board, will work with the Dean to address the Operating Budget shortfall utilizing a combination of legally available funds from the College of Arts & Sciences, the Foundation and the Financial Assets.

3. The parties recognize that the annual Operating Budget will be adjusted from year to year, as appropriate, depending upon projected levels of revenues and expenditures, with the goal of ensuring the long-term success and viability of the JMOF-FIU Mission.

4. Academic programming and associated expenses will be funded by the University and/or the Foundation through sources other than funds generated for Museum operations, e.g., academically related

gifts, grants and the like.

F. The University, through the Museum staff to be employed within the College of Arts & Sciences, will preserve, operate and maintain the Collection and allow scholars, researchers and the public access to the Collection through exhibits and/or other public programs. The Museum's program offerings may include, without limitation, a speakers' series, conferences, workshops (including interdisciplinary workshops for private and public school teachers or students), non-credit outreach activities in collaboration with local congregations, museums, community organizations and various units of the University, or other programs or activities that may be developed from time to time.

G. The University and Foundation will provide the Museum with the same general administrative support afforded to other departments/units pursuant to University or Foundation policies, including but not limited to development, business and finance, information technology, human resources, legal support and the like.

H. The University will establish and maintain a JMOF-FIU Advisory Board ("Board" or "Advisory Board") for the Museum. In consultation with the Dean of the College of Arts & Sciences, the Board will develop Operating Procedures/Bylaws which may be amended from time to time, and which shall be generally consistent with the bylaws of other advisory boards of the University. The initial Operating Procedures/Bylaws shall provide that the Board will be initially comprised of 24 members of the current board of directors of JMOF, 6 other members of the community selected because of their support for the JMOF-FIU mission, and 3 university ex officio members selected by the University. The initial Operating Procedures/Bylaws shall further provide as follows: (1) Board Members shall be assigned three groups who shall serve initial terms of one, two and three years respectively. (2) Thereafter, members of the Board shall serve terms of three years unless a member resigns, dies or is removed. (3) The Board shall have a nominating committee who shall nominate members to replace members whose terms are expiring (who may be an individual whose term is expiring). Nominees shall be subject to approval by the full Board and confirmation by the University President or his or her University designee. The University President or his or her University designee shall have final authority over all appointments to the Board. The role of the Board shall be to advise the University with respect to matters relating to the operation of the Museum, including but not limited to fundraising, exhibitions, marketing and

communication plans (including but not limited to website development, logos, promotional tag lines and the like), community outreach events, public programs and the appointment and, if requested by the University, evaluation of the Museum's Director.

I. The Advisory Board shall be entitled to nominate the Chairperson of the Advisory Board and one other individual to serve on the FIU Foundation Board of Directors, subject to the concurrence of the President and CEO of the Foundation as to the individual candidates. The current President of the JMOF shall automatically serve on the FIU Foundation Board of Directors until such time as the Advisory Board is constituted and its chairperson is appointed. The second director shall be nominated by the Advisory Board once the Advisory Board is constituted.

J. The Museum's Director will report to the Dean of the College of Arts & Sciences or his or her designee. The Dean will appoint the Director in accordance with University policies and procedures. The Director will be responsible for hiring and firing of JMOF staff, subject to the approval of the Dean of the College of Arts & Sciences and in accordance with all applicable laws and University policies. The Advisory Board shall have input with regard to the selection of the Director and will be represented in any search and screen committee, if one is constituted.

K. The University and Foundation will ensure that funds raised for the operation and capital expenditures of the Museum through naming opportunities, sponsorships and the like will be used for the exclusive purpose of supporting the Museum and its programs. The University will honor and follow precedent of all prior naming rights commitments and any other commitments made by the JMOF, including but not limited to any naming rights previously conferred in connection with the JMOF Collection.

L. The Museum shall continue to maintain a membership program substantially similar to the current membership program of JMOF provided that changes to the Museum's membership program may be made after Closing, as necessary to effectuate the JMOF-FIU Mission and the Museum's best interests as they evolve over time. Any person is eligible for membership. All current members of JMOF that meet their membership obligations shall continue as members of the Museum, including all the privileges that go with membership.

III. Representations; Closing

A. The closing (the “Closing”) of the transfers described in Section I shall occur on such date, time and place as mutually agreed to by the parties (the “Closing Date”). At the Closing, JMOF shall deliver to the University or the Foundation all documents reasonably necessary to transfer the Property, the JMOF Collection, and the Financial Assets subject to the terms set forth in this Agreement, to the University or the Foundation, as the case may be. JMOF, University or the Foundation shall deliver any documents or consents necessary for the University or the Foundation, as the case may be, necessary to assign to the [University or Foundation] the agreements listed in Exhibit H attached hereto (the “Contracts”) and for the University or the Foundation to assume all of the liabilities and obligations of JMOF under the Contracts from and after the Closing Date.

B. This Agreement will be part of the Foundation’s records and shall be binding upon and govern those who will administer the fund in the future.

C. The University and the Foundation hereby represent and warrant to the JMOF that the University is a public body corporate of the State of Florida and an organization described in §§170(b)(1)(A)(ii) and 2522(a) of the Internal Revenue Code of 1986 (the “Code”), and the FIU Foundation, a direct-support organization of the University, is a Florida not-for-profit corporation described in §§170(b)(1)(A)(vi), 170(c), and 2522 of the Code as of the date of this Agreement.

D. Each of JMOF, University and the Foundation has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance has been duly authorized by all necessary corporate action by the each of JMOF, University and the Foundation. This Agreement constitutes the valid and legally binding obligation of each of JMOF, University and the Foundation, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar Laws affecting the enforceability of creditors’ rights generally, general equitable principles and the discretion of courts in granting equitable remedies. Each of JMOF, University and the Foundation represents to the other that the individual executing this Agreement on behalf of such entity has been authorized by all required corporate authority to execute this Agreement

and bind such entity.

E. The University and/or the Foundation, as appropriate, agree to be wholly responsible for the performance of any obligations they have respectively agreed to assume under the Agreement, and in no event shall JMOF, its directors, officers or employees, bear any responsibility or obligation for the actions or omissions of the University or Foundation with respect to such obligations.

F. The parties acknowledge that JMOF shall remain a legal entity in perpetuity or until its board of directors adopts a plan of liquidation. Following the Closing, the JMOF shall amend its bylaws so as to provide for a maximum of a five-person board, appointed with input from the Foundation President & CEO. Given that the JMOF is a not-for-profit corporation with no members, the directors shall be self-perpetuating. The JMOF's function after the Closing shall include (i) to assist in accomplishing the full transition of the Museum as a unit within the FIU College of Arts & Sciences in accordance with the requirements of this Gift Agreement and (ii) if necessary, to enforce the provisions of this Gift Agreement as may be permitted by law. After the Closing Date, the JMOF shall not have or exercise any responsibility or authority over the Museum, its employees or with respect to any aspect of the Museum's operations, except to the extent of enforcement of this Agreement as may be permitted by law. Except as expressly set forth in this Agreement, the JMOF shall be solely responsible for its own actions or omissions, and in no event shall the University or Foundation bear any obligation or liability whatsoever with respect to such actions or omissions.

IV. Administration of the Gift

A. The Board of Directors of the FIU Foundation will manage the Property and Financial Assets in accordance with this Gift Agreement, applicable law and the policies of the Foundation, including but not limited to the FIU Foundation's investment and disbursement policies. The Financial Assets may be combined with other FIU Foundation assets for investment purposes but the Foundation shall account for the earnings of such assets separately.

B. The Foundation shall administer all new cash gifts raised by or for the benefit of the JMOF after the effective date of this Agreement in accordance with Foundation policies as may be amended from time to

time, including, but not limited, to the Foundation's Advancement Initiative policy.

C. Prior to Closing, JMOF agrees to allow the Foundation and the University to publish its name and information in various publications and press releases relating to this transformative Gift Agreement and the development of the JMOF-FIU Mission, with the consent of the Museum's Director and the President of the JMOF, which consent shall not be unreasonably withheld.

V. Changes in Circumstances; Disposition of the Gift under Extraordinary Circumstances

A. It is the intent of the parties to this Gift Agreement that it be administered in good-faith under the terms and conditions specified herein, in furtherance of the long-term best interests of the JMOF-FIU Mission. The parties recognize that the University's academic structure and institutional needs and requirements may evolve over time, and that the circumstances may require for the Gift to be administered by a new or different academic unit. Additionally, in the event that the Gift cannot be used as contemplated herein because of a Force Majeure event or Budgetary Constraints as defined in Section IV.B. and IV.C below, or if for other substantial and lawful reasons the JMOF-FIU Mission cannot be accomplished, then the parties agree that to rectify the situation the University may, in consultation with the Advisory Board and consistent with deed/mortgage restrictions and applicable laws, use the Gifts outlined herein for the most closely related purpose, or for such other purpose to foster and promote the growth, progress, and general welfare of the University, consistent with the JMOF-FIU Mission.

B. Force Majeure shall mean any interruption, failure, inability, or delay in performing hereunder, due to, without limitation, acts of God (such as a storm, flood or other natural disaster), acts of any government, war or other hostility, acts of terrorism or vandalism, civil disorder, the elements, fire, explosion, power failure, equipment failure, labor dispute or threat thereof, embargo, casualty, accident, change in law or other significant occurrence beyond the University's reasonable control such that the obligations set forth herein cannot be carried out.

C. Budgetary Constraints shall mean the occurrence, after collaborating with the Advisory Board to identify appropriate cost-cutting measures or other adjustments to the annual budget, of three consecutive

years of material net losses with respect to the Museum's non-academic operations, whereby the Museum's operating expenses exceed the revenues, donations or spendable endowment earnings generated by or for the benefit of the Museum.

D. Additionally, if necessary, the University may reduce or discontinue academic or other programs at the Museum and may, as a result of a Force Majeure event or to avoid or minimize Budgetary Constraints, make reasonable and appropriate changes in the operations of the Museum, including closure of the Museum should the circumstances require, provided such changes are made in good faith after consideration of the long-term best interests of the JMOF-FIU Mission. In the event the University determines that a permanent closure of the Museum is necessary, the University will work with the Advisory Board to the extent possible to avoid permanent closure and, if appropriate, to identify another entity willing to take ownership of the Property and assume the Museum's operations, provided that JMOF or a successor entity created by or designated by the Advisory Board shall have a right of first refusal to receive the assets and assume the liabilities of the Museum for the purpose of continuing to operate the Jewish Museum of Florida and maintain its mission. JMOF, if it is still in existence, or the Advisory Board if JMOF has dissolved or does not act, shall have 180 days to exercise such right of first refusal from the date of notice of the decision to close the Museum. Should there be a return of the property (including Collections and other fixed and real estate assets), this would also include the remaining Endowment and other funds related to JMOF, list of all donors, planned giving commitments and supporters of the Museum. In any such event, the University's sole obligation shall be to convey the Property, Collection, and any remaining financial assets dedicated to the operation and/or maintenance of the Museum (excluding any state funds or assets obtained with state funds) in accordance with the terms of this Agreement or any other gift or contribution agreement in an appropriate and equitable manner after making provision for the payment or assumption of outstanding liabilities of the Museum and reimbursement for any capital improvements made to the Property by the University or Foundation, provided that such reimbursement shall only be necessary if required by law.

V. Miscellaneous

A. Governing Law. This Agreement will be construed in accordance with the laws of the State of Florida without regard to the conflict of law provisions thereof, including, without limitation for the purpose of

determining the administration of the Endowment's assets. In the event of any action arising under this Agreement, the venue of such action shall lie exclusively within the state courts of Florida located in Miami-Dade County, Florida, and the parties hereto specifically waive any other jurisdiction and venue.

B. Severability. In the event that any provision contained in this Agreement is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability, and the remainder of this Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.

C. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, trustees and assigns.

D. Entire Agreement. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by the parties.

E. Survivability. The representations, warranties and covenants contained in this Agreement shall survive the Closing.

F. Counterpart. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

G. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

H. Notices. All notices, requests, Claims, demands and other communications hereunder shall be in writing and shall be given (a) when delivered in person, (b) when dispatched by electronic facsimile transfer (with a confirmation report that the transmission was successful), (c) one business day after

having been dispatched by overnight delivery service from a national courier or (d) five business days after being sent by registered or certified mail (postage prepaid, return receipt requested), in each case, to the respective parties at the respective addresses or facsimile numbers specified below:

if to JMOF:

with a copy (which shall not constitute notice) to:

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Attention: Harry J. Friedman
Telephone: (954) 765-0500

If to the University or the Foundation:

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

I. Compliance with All Laws. The parties shall comply with all applicable federal, state and local laws in performing the Agreement terms.

J. Effective Date. The effective date of this Agreement shall be the date on which it is fully executed.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date(s) indicated.

Signed _____ Date _____

Linda Zilber

President, Jewish Museum of Florida, Inc.

Signed _____ Date _____

Jo Ann Arnowitz

Secretary, Jewish Museum of Florida, Inc.

Signed _____ Date _____

Kenneth G. Furton

Dean, College of Arts and Sciences

Florida International University

Signed _____ Date _____

Howard R. Lipman

President and CEO, Florida International University Foundation, Inc.

Signed _____ Date _____

Mark B. Rosenberg

President, Florida International University