



**FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES  
FINANCE AND FACILITIES COMMITTEE**

**FIU, Modesto A. Maidique Campus, Graham Center Ballrooms**

*Livestream: <http://webcast.fiu.edu/>*

**Tuesday, December 6, 2022  
9:15 AM**

*or*

*Upon Adjournment of Previous Meeting*

**Chair: Roger Tovar**

**Vice Chair: Jose J. Armas**

**Members:** Cesar L. Alvarez, Deanne Butchey, Dean C. Colson, Natasha Lowell, Chanel T. Rowe, Marc D. Sarnoff

**AGENDA**

- |  |                      |
|--|----------------------|
| <b>1. Call to Order and Chair's Remarks</b>  | <b>Roger Tovar</b>   |
| <b>2. Approval of Minutes</b>  | <b>Roger Tovar</b>   |
| <b>3. Action Items</b>   |                      |
| <b>FF1. FIU Direct Support Organizations Financial Audits<br/>FY 2021-2022</b>   | <b>Aime Martinez</b> |
| <ul style="list-style-type: none"><li>A. FIU Foundation, Inc.</li><li>B. FIU Research Foundation, Inc.</li><li>C. FIU Athletics Finance Corporation</li><li>D. FIU Academic Health Center Health Care Network<br/>Faculty Group Practice, Inc.</li></ul>   |                      |
| <b>FF2. Approval of Contract greater than or equal to \$3,000,000:</b>   | <b>Aime Martinez</b> |
| <ul style="list-style-type: none"><li>▪ PUR-05774, Adidas America Inc.</li></ul>   |                      |
| <b>3. Action Item (Committee Action; Full Board Information Only)</b>  |                      |
| <b>FF3. Approval of Contracts greater than or equal to \$1,000,000 and<br/>less than \$3,000,000</b>   | <b>Aime Martinez</b> |
| <ul style="list-style-type: none"><li>1. PO: 244333 Vendor: Smiley's Audio Visual Inc.</li><li>2. PO: 243819 Vendor: Apple, Inc.</li><li>3. Contract #PUR-06045 with West Publishing Corporation dba<br/>Thomson Reuters</li><li>4. Contract #PUR-06131 for Taylor and Francis License Agreement</li></ul> |                      |

**4. Discussion Item** (*No Action Required*)

**4.1 Financial Performance Review, First Quarter FY 2022-23**

**Aime Martinez**

**5. Reports** (*For Information Only*)

**5.1 Athletics Update**

**J. Scott Carr**

**5.2 Business Services Report**

**Aime Martinez**

**5.3 Emergency Management Status Report**

**Amy B. Aiken**

**5.4 Facilities and Construction Update**

**John Cal**

**5.5 Safety and Environmental Compliance Report**

**Amy B. Aiken**

**5.6 Treasury Report**

**Benjamin Jarrell**

**5.7 Procurement Report**

**Kelly Mayorga**

**5.8 CasaCuba Building Update**

**Maria Carla Chicuen**

**5.9 Foundation Report**

**Andre L. Teixeira**

**6. New Business** (*If Any*)

**Roger Tovar**

**7. Concluding Remarks and Adjournment**

**Roger Tovar**

# FIU Board of Trustees Finance and Facilities Committee Meeting

**Time:** December 06, 2022 9:15 AM - 10:00 AM EST

**Location:** FIU, Modesto A. Maidique Campus, Graham Center Ballrooms | Livestream: <http://webcast.fiu.edu/>

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7.	<b>Concluding Remarks and Adjournment</b>	Roger Tovar	

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

December 6, 2022

**Subject: Approval of Minutes of Meeting held September 22, 2022**

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**Proposed Committee Action:**

Approval of Minutes of the Finance and Facilities Committee meeting held on September 22, 2022 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

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**Background Information:**

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on September 22, 2022 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

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**Supporting Documentation:** Minutes: Finance and Facilities Committee Meeting, September 22, 2022

**Facilitator/Presenter:** Roger Tovar, *Chair, Finance and Facilities Committee*



## Finance and Facilities Committee

September 22, 2022

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

### MINUTES

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#### 1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Finance and Facilities Committee meeting was called to order by Committee Chair Roger Tovar at 9:30 a.m. on Thursday, September 22, 2022.

General Counsel Carlos B. Castillo conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Roger Tovar, *Committee Chair and Board Vice Chair*; Jose J. Armas, *Committee Vice Chair*; Cesar L. Alvarez; Deanne Butchey; Dean C. Colson, *Board Chair*; Natasha Lowell; and Chanel T. Rowe.

Trustee Marc D. Sarnoff was excused.

Trustees Carlos A. Duarte, Cristhofer E. Lugo, and Gene Prescott, and Interim University President Kenneth A. Jessell also were in attendance.

Committee Chair Tovar welcomed all Trustees and members of the University administration. He also welcomed the University community and general public accessing the meeting via the University's webcast.

#### 2. Approval of Minutes

Committee Chair Tovar asked if there were any additions or corrections to the minutes of the Finance and Facilities Committee meeting held on June 16, 2022. Hearing none, a motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on June 16, 2022.

Committee Chair Tovar pointed out that Board of Trustees members are thoroughly briefed in anticipation of every Board meeting.

#### 3. Follow-Up from Previous Meeting

Associate Vice President of Operations, Compliance and Systems for the Division of Human Resources Carlos Flores commented on turnover trends, challenges with attracting talent, and retention efforts. He stated that the nine-month faculty turnover rate is trending downward and the average turnover rate is flat for 12-month faculty. In terms of administrative employees, he indicated that the turnover rate is trending upwards. He added that the University has been able to reduce the turnover rate, from 17% in 2021 to 14.43% in 2022 for staff. Mr. Flores mentioned that applicant pool averages for administrative employees and staff have declined by almost half since the

pandemic and is reflective of an industry trend in higher education with State University System institutions experiencing the same trend. He commented that said trend can be primarily attributed to labor market shortages, upward pressure of salaries, and losing talent to competitors with higher salaries and flexible work arrangements. He remarked that retention efforts in 2021 and 2022 included market adjustments and retention increases.

#### **4. Action Items**

##### **FF1. Approval of 2022-23 Education and General Carryforward Spending Plan, Fixed Capital Outlay Budget, and Related Certification**

Interim Chief Financial Officer and Senior Vice President for Finance and Administration Aime Martinez presented, for Committee review, the 2022-23 Education and General Carryforward spending plan, Fixed Capital Outlay (FCO) budget, and related certification. She explained that the University's carryforward beginning balance totaled \$88.15M. She commented that the \$44.87M carryforward spending plan amount reflects a reduction of \$3.48M in encumbrances and the 7% statutory reserve reduction of \$39.80M. Interim CFO and Sr. VP Martinez indicated that of the \$44.87M, \$20.53M is the unspent balance of prior year carryforward and \$24.34M are new carryforward funds from the 2021-22 fiscal year. She stated that 45% of the carryforward spending plan amount is allocated towards non-recurring operating expenditures, including \$7.19M for faculty research support, \$3.92M for employee bonuses per the collective bargaining agreements, and \$1.57M for Network Management System hardware refresh. Interim CFO and Sr. VP Martinez mentioned that 55% of the carryforward spending plan amount is allocated towards fixed capital outlay maintenance, repair, and renovation projects. She highlighted key elements of the 2022-23 new \$24.34M carryforward spending plan: faculty and staff bonuses, \$3.92M; funding for post-docs and graduate assistants, \$3.15M; research faculty start-up, \$3.09M; merit-based scholarships, \$0.85M; micro-credentialing initiatives, \$0.20M; and supplemental funding for the Engineering Building Phase I, \$4.30M.

Interim CFO and Sr. VP Martinez pointed out that the Herbert Wertheim College of Medicine (HWCOC) carryforward beginning balance totaled \$20.68M and that the carryforward spending plan amount is \$16.61M, which reflects a reduction of \$4.45M in encumbrances and the 7% statutory reserve reduction of \$3.62M. She remarked that of the \$16.61M, \$7.1M is the unspent balance of previously allocated carryforward balances and \$9.51M is new carryforward from the 2021-22 budget. Interim CFO and Sr. VP Martinez mentioned that 68% of the carryforward spending plan amount is allocated towards non-recurring operating expenditures, including \$3.95M for the Primary Care Residency Program, \$3.06M for media equipment, \$2.07M for student financial aid, and \$1.42M for start-up funding for research faculty. She indicated that 32% of the carryforward spending plan amount is allocated toward fixed capital outlay expenditures. She highlighted key elements of the 2022-23 new \$9.51M carryforward spending plan: renovations for the medical library and various rooms in Academic Health Center 2, \$1.39M; Academic Health Center 2 anatomy lab renovation, \$2.94M; and other expenses, such as professional development, repairs and maintenance of classrooms, furniture and fittings for classrooms and labs, \$2.9M.

Interim CFO and Sr. VP Martinez commented that the FCO budget includes Board of Trustees and Florida Board of Governors previously approved and authorized projects and Capital Improvement Trust Fund (CITF) projects. She presented an overview of new FCO Carryforward projects:



supplemental funding for Engineering Building Phase I, \$4.3M; Academic Health Center 2 anatomy lab renovation, \$2.94M; Modesto A. Maidique Campus north recreation fields support building, \$2.49M from CITF funds; Trish and Dan Bell Chapel and East Loop Road realignment, \$3.52M; Green Library restroom renovations, \$4M; and multiple deferred maintenance projects, \$23.28M. She highlighted new FCO non-appropriated projects: student health center renovation and expansion, \$12.68M; Lakeview housing south building interior refresh, \$4.9M; Graham University Center new flooring, \$2.7M; and HVAC upgrades and renovations, \$28.10M from Higher Education Emergency Relief Fund (HEERF) grant allocation.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend to the Florida International University Board of Trustees (the BOT) approval of the Florida International University Education and General expenditure plan for carryforward funds in accordance with State University System of Florida Board of Governors (BOG) Regulation 9.007 *State University Operating Budgets* and Florida Statute 1011.45 End of Year Balance of Funds; approval of the FIU Fixed Capital Outlay Budget in accordance with BOG Regulation 14.003; authorization for the University Chief Financial Officer to certify the unexpended amount of funds appropriated to the University from the General Revenue Fund, the Educational Enhancement Trust Fund, and the Education/General Student and Other Fees Trust Fund as of June 30, 2022 and the Fixed Capital Outlay budget; and authorization for the University President to amend the BOT carryforward expenditure plan and fixed capital outlay budget as necessary and report to the BOT and the BOG any amendments to the spending plans in a format prescribed by the BOG Office of University Budgets.

**FF2. Authorization to Increase Project Budget for the Trish and Dan Bell Chapel and East Loop Road Realignment from \$15.44M to \$28.55M**

Interim CFO and Sr. VP Martinez presented, for Committee review, the request to increase the project budget for the Trish and Dan Bell Chapel and East Loop Road realignment from \$15.44M to \$28.55M. She indicated that the previously approved project budget is \$15,444,286 and approval of an additional \$13,101,359 is being requested. She mentioned that Trish and Dan Bell, as the principal donors, have actively participated in the design process with the Architect/Engineer (A/E), Gurri-Matute. Interim CFO and Sr. VP Martinez indicated that, at the advanced schematic design stage, Moss Construction provided an increased construction cost estimate and as a result the Bells increased their donation from \$7M to \$14M. She noted that the estimated project completion date is December 2023.

Interim CFO and Sr. VP Martinez highlighted the proposed funding sources for the increased project budget of \$28.55M: private funding, \$18.6M; unrestricted treasury auxiliary fund balances, \$3.4M; CITF East Loop Road realignment, \$3M; and deferred building maintenance and infrastructure, \$3.5M. She added that to-date, \$16M in cash and pledges have been received. She commented on the shortfall of \$2,581,704, noting that the FIU Foundation has committed to covering the gap with additional philanthropic fundraising.

Interim CFO and Sr. VP Martinez presented a map depicting the Chapel's location at the Modesto A. Maidique Campus and design concepts.

In response to Board Chair Dean C. Colson and Committee Chair Tovar, Interim University President Kenneth A. Jessell stated that the anticipated revenues will cover the operating costs of the facility and the facility will be operated as a separate auxiliary. Board Chair Colson requested that the Committee receive a detailed listing of the naming opportunities associated with the project.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend to the Florida International University Board of Trustees authorization to increase the project budget for the Trish and Dan Bell Chapel and East Loop Road Realignment from \$15,444,286 to \$28,545,645.

**FF3. Approval of Contracts greater than \$3,000,000:**

1. PUR-05758, *Anthony Travel LLC and PUR-05759, Uniglobe Travel Designers*
2. PUR-05770, *Fisher Scientific Company LLC*
3. PUR-05731, *Arthur J. Gallagher Risk Management*

There were no questions or comments from the Committee members.

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the Florida International University Board of Trustees approve, as listed and described in the Board materials, the University entering into the contracts and purchase orders and/or change orders to the purchase orders and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts and/or purchase orders.

**4. Action Items** (*Committee Action; Full Board Information Only*)

**FF4. Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:**

1. *Purchase Orders 244246 and 244638, Google and Purchase Orders 244231 and 244633, Facebook (known as Meta)/Instagram*
2. PUR-05713, *Springer Nature Service Center LLC*
3. *Purchase Order 243819, Apple, Inc.*
4. *Purchase Order 245064, Google*
5. *Purchase Order 245518 and Contract, Agency 21 Consulting, LLC*
6. *Various Sales Orders, Purchase Orders, and renewal with Honorlock*

Interim CFO and Sr. VP Martinez presented contracts greater than or equal to \$1,000,000 and less than \$3,000,000 for Committee review. She mentioned that the agenda item relates to purchase orders with Google and Facebook/Instagram for the College of Business and FIU Online for advertising services, contract with Springer Customer Service Center LLC for FIU University Libraries and Herbert Wertheim College of Medicine Library for periodicals and journals under a new State University System Master License Agreement, purchase order with Apple, Inc. for Panther TECH for computer equipment and peripherals, purchase order and contract with Agency 21 Consulting, LLC for sponsorship solicitation and management services for the Food Network South Beach Wine & Food Festival, and renewal with Honorlock, Inc. for University-wide proctoring services.

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) ) a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee approve, as listed and described in the Board materials, the University entering into the contracts and purchase orders and/or change orders to the purchase orders and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts and/or purchase orders.

**FF5. Approval of Contract for Soil Disposal on Doral Property owned by Foundation Enterprise Holdings V, LLC (FEH V), an affiliate of FIU Foundation, Inc.**

Senior Vice President of University Advancement Howard R. Lipman presented, for Committee review, the contract for soil disposal on the Doral property owned by Foundation Enterprise Holdings V, LLC (FEH V), an affiliate of FIU Foundation, Inc. He stated that on October 27, 2017, the FIU Foundation acquired the Doral Property, comprised of 62.5 acres. He added that the current market value ranges from \$14.1M to \$15.6M once remaining environmental issues have been remediated. Sr. VP Lipman mentioned that following the removal and disposal of the solid waste on the Doral property, Miami-Dade County's Department of Environmental Resources Management (DERM) approved the Certificate of Completion with the condition that the FIU Foundation agree to a one-year groundwater and surface water monitoring period on 4.7 acres of the Doral property. He pointed out that in January 2022, after review of two consecutive quarterly water quality reports, DERM concluded that the testing demonstrated the presence of naturally occurring hazardous material exceeding the groundwater cleanup target levels and instructed the FIU Foundation to remove and dispose of approximately 21,000 cubic yards of the soil that has been screened.

Sr. VP Lipman indicated that, as a result of DERM's directive, an Invitation-to-Bid was issued and the lowest responsive and responsible bid was provided by Diversified Professional Services Corp. in an amount equal to \$1,240,150. He stated that any and all amounts paid pursuant to and in accordance with the soil removal contract shall come from FIU Foundation funds. He stated that on September 16, 2022, both the Executive Committee and Finance Committee of the FIU Foundation approved the award of the soil removal work, the payment of the soil removal expenses by the FIU Foundation, and the execution and delivery of the soil removal contract by the FIU Foundation.

In response to Trustee Natasha Lowell, Sr. VP Lipman stated that once the remediation is complete, the FIU Foundation will explore options for highest and best use of the Doral property. In response to Committee Chair Tovar, Mr. Roger Simon of Langan Engineering and Environmental Services, Inc., commented that because the property is within a well field, after the removal of the soil, monitoring will occur for a minimum of two (2) quarters to verify that that the groundwater quality is suitable.

A motion was made and passed that the FIU Board of Trustees Finance and Facilities Committee approve the request from the FIU Foundation, Inc., a direct support organization of Florida International University, to approve the purchase of services by the FIU Foundation in an amount equal to \$1,240,150, in connection with the removal and disposal of approximately 21,000 cubic yards of soil at the real property ultimately owned by the FIU Foundation and located west of the

Florida Turnpike and south of N.W. 41<sup>st</sup> Street in Doral, as required by Section 7(a)(ii) of FIU Regulation 1502, Direct Support Organizations.

Trustee Natasha Lowell voted against the motion.

## **5. Discussion Item**

### **5.1 Financial Performance Review, FY 2021-22**

Interim CFO and Sr. VP Martinez presented the University's financial performance review for the fourth quarter of FY 2021-22. She indicated that operating revenues are above estimates by \$25.3M or 2% and that operating expenses are below estimates by \$57.4M or 4%, with a net favorable variance of \$82.7M. She pointed out that the University's total investment portfolio returned -3.9% as of June 30, 2022. She noted that the largest driver of the favorable variance is University auxiliaries, which included \$15.4M in HEERF lost revenues, Chartwells contribution of \$2M for the stadium kitchen project, Management and Advanced Research Center (MARC) building reserves, higher enrollments in academic programs, and higher housing occupancy. Interim CFO and Sr. VP Martinez noted that said higher auxiliaries were offset by lower parking and student health fees due to lower enrollment. She pointed out that the \$57.4M savings in operating expenses is driven largely by HEERF savings and lower expenses.

## **6. Reports**

There were no questions from the Committee members in terms of the reports included as part of the agenda materials: Athletics Update; Business Services Report; Emergency Management Status Report; Facilities and Construction Update; Foundation Report; Safety and Environmental Compliance Report; Treasury Report; Procurement Report; CasaCuba Building Update; and Florida International University Annual Bonus Plan Report. Committee Chair Tovar noted that the FIU Bonus Plan report certifies that bonuses paid during the prior fiscal year have complied with the criteria in the Bonus Plan and that the bonuses were within the University's budget. He added that the Bonus Plan Report includes the Board of Trustees required certification and provides the total amount of funds paid for performance, recruitment, retention, and other bonuses.

## **7. New Business**

No new business was raised.

## **8. Concluding Remarks and Adjournment**

With no other business, Finance and Facilities Committee Chair Roger Tovar adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Thursday, September 22, 2022 at 10:24 a.m.



**THE FLORIDA INTERNATIONAL UNIVERSITY**

**BOARD OF TRUSTEES**

**Finance and Facilities Committee**

**December 6, 2022**

**FIU DIRECT SUPPORT ORGANIZATIONS AUDITED FINANCIAL STATEMENTS**

**FISCAL YEAR 2021-2022 SUMMARY**

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- FIU has four Component Units, *FIU Foundation, Inc.*, *FIU Research Foundation, Inc.*, *FIU Athletics Finance Corporation* and the *Academic Health Center Health Care Network Faculty Group Practice, Inc.*
- The annual financial audits of three of the Component Units will be reflected on the University's financial audit that is currently underway by the State of Florida Auditor General. The financial activities of the FIU Research Foundation, Inc. are not included in the University financial audit because total assets and operating revenues of that entity represent less than one percent of the total aggregate component units' assets and operating revenues.
- The financial statements for all four entities are prepared in conformity with Governmental Accounting Standards Board (GASB) requirements. This year several of the DSOs implemented GASB Statement No. 87, *Leases*, with retrospective application to July 1, 2020.
- FIU Board of Trustee approval of the audits is required in order for the State Auditor to include the audits as Component Units of the University.
- The audits were completed by James Moore & Co. CPA Tax Accountants and Auditors, and were presented to and approved by the respective Boards in October 2022.
- All of the audits received an "Unmodified Opinion" meaning the financial statements presented fairly, in all material respects, the financial positions of the entities as of June 30, 2022.
- The Auditors did not identify any weaknesses in internal controls that they considered material weaknesses. In addition, there were no instances of non-compliance or other matters identified that are required to be reported under Government Auditing Standards.

## HIGHLIGHTS OF FINANCIAL RESULTS

### ENDING JUNE 30, 2022 WITH JUNE 30, 2021 COMPARISONS

#### FIU FOUNDATION, INC.

- **Total Assets \$422.2M**, a decrease of \$56M or 11.7%, primarily due to investment losses and a decrease in capital assets. Cash and investments decreased by \$41M due to the volatility in the market resulting in a -8.2% loss versus 30% positive returns in the prior year. Leases receivable and depreciable capital assets decreased by \$12.5M due to the donation of the Management and Advanced Research Center (MARC) building to the University located in the Modesto A. Maidique Campus. Net pledge receivables decreased by \$5.3M as donors made timely payments. There was also a slight reduction of \$185,500 in other assets and receivables from FIU. These decreases were offset by an increase in nondepreciable capital assets of \$3.4M related to a strategic acquisition by Foundation Enterprise Holdings VI of a parcel of land in the City of Sweetwater.
- It is important to note that pledges do not include endowment pledges as they are not recognized under GASB accounting and are not included in the statement of net position. Only upon the receipt of cash are additions to permanent endowments recognized. As of June 30, 2022, endowment pledge receivables totaled \$57.8 of which \$42M are matching funds due from the State of Florida from the Trust Fund for Major Gifts.
- **Total Liabilities \$9.2M**, increased by \$3.7M or 68.5% primarily from accounts payable and accrued expenses for the remediation of the Doral property of \$1.2M, amounts due to the University for MARC building reserves of \$2.5M as a result of the transfer of the building, \$900K in additional reimbursement of expenses to FIU and \$120,000 of unearned revenues. These increases were offset by the full pay off of the MARC building note payable of \$1,075,000 at year end and \$52,000 in annuity obligations.
- **Deferred Inflows of Resources \$317,885**, driven by rental income. The decrease of \$2.1M or 87%, was a result of the implementation of GASB Statement No.87, *Leases*, the recognition of rental income and interest revenue over the term of the lease. The reduction was also due to the termination of the MARC building lease with the University once the building was donated to FIU totaling \$1.9M.

- **Total Net Position \$412.7M**, a decrease of \$57.6M or 12.2% in the current year change in net position. The net position represents the residual interest in Foundation's assets after deducting liabilities and deferred inflows of resources. Of the total decrease, the downturn in the markets resulted in significant investments losses impacting Restricted Spendable and Unrestricted Position. In addition, net investment in capital assets decreased by \$5.8M due to the donation of the MARC building to the University offset by the purchase of land in Sweetwater. Restricted nonexpendable endowments increased \$7.2, which was a result of net cash gifts to endowments.
- **Total Net Operating Revenues \$3.4M**, a decrease of \$165.4M or 98%, primarily from investment losses (net of fees) of (\$25.4M) or -8.2% driven by market volatility in public equities, hedge funds and high-quality bond markets. when compared to prior year earnings of \$87.3M or 30%; less gifts for scholarships and other program support of \$53M driven by a prior year extraordinary single gift of \$40M. These reductions were offset by \$.3M increased rental income, event revenues, museum stores sales, membership dues and royalties.
- **Total Operating Expenses \$63.8M, including \$43.9M in program, scholarship, building and general support to FIU**, an increase of \$19.8M, or 45.2% is due primarily to \$18M in higher support to the University in particular for major construction projects such as the SIPA II building. Fundraising is the second largest component of the variance, representing a \$2M increase due to higher professional services which contributed to achieving philanthropic support and alumni participation, hosting various in-state and out-of-state donor events and promoting the University. General and administrative expenses toward business office expenses, utilities, maintenance, insurance and environmental remediation efforts decreased slightly by \$.2M.
- **Total Non-operating revenues (expenses) (\$4.3M)**, represents the donation of the MARC building, its improvements, furniture and fixtures at carrying value of \$9.7M and the building cash reserve of \$2.5M. The decrease was offset by the support the University provides to Foundation operations which includes the salaries and benefits related to personnel who perform administrative and fundraising functions for the Foundation which totaled \$7.9M this fiscal year.

Under GASB reporting, endowment contributions are reflected as non-operating revenues and totaled \$7.1M, an increase of \$.8M when compared to prior year. This increase is reflective of the Foundation's focus on fundraising efforts to grow the endowment.

- **Change in net position \$57.6M**

## RESEARCH FOUNDATION, INC.

- **Total Assets (Cash) \$365,383** an increase of \$255,563 over the prior year due to greater royalty revenues transferred from the University.
- **Total Liabilities \$1,000**, a decrease of \$5,776 as a result of decreased payments due to FIU.
- **Net Position \$364,383** an increase of \$261,339 over the prior year.
- **Operating revenues \$27**, a decrease of \$1,012 over the prior year due to the closing of the Tanzania bank account associated with the USAID iWash program that ended last year.
- **Operating Expenses \$23,661**, an increase of \$5,595 from the prior year, primarily driven by salary support to the university and a slight increase in audit and tax fees.
- **Operating Loss \$23,634**, an increase of \$6,607 over the prior year loss of \$17,027 as expenses are greater than revenues and are being funded from transfers from FIU.
- **Transfers from FIU \$284,973**, represent \$267,000 generated by the commercialization of intellectual property and the remaining \$18,000 was from Office of Research and Development overhead funds. There were no transfers received in the prior year.
- **Change in net position \$261,339**



## ATHLETICS FINANCE CORPORATION

- **Total Assets \$20.8M**, an increase of \$138,601, or .7%, driven primarily from increases in cash and investment balances of \$1.4M from the transfer of the 2022-23 operating budget ,surplus funds and \$52,500 in increased suites and ticket sales receivable. These increases were offset by decreases in prepaid rent of \$1.3M and \$22,500 in receivables from FIU.
- **Deferred Outflow of Resources \$650,475**, a decrease of \$1.5M or 70.4%, represents the change in fair value of the interest rate swap that is presented as a hedging derivative. The increases in interest rates in the current year drove the improved results.
- **Total Liabilities \$25.4M**, a decrease of \$3.1M, or 10.9%, due primarily from decreases in the bonds payable of \$1.6M and derivative liability on the interest rate swap of \$1.6M, offset by increases in current payables and unearned revenue of \$85,000.
- **The Net Position (\$4M)**, an improvement of \$1.7M over the prior year. The primary reason for the deficit balance in net position is the life to date impact of the derivative liability on the interest rate swap, reflected as nonoperating expenses.
- **Operating Revenues \$5.5M**, an increase of \$1.4M, or 33%, due primarily from increases in game guarantees of \$975,000, suites and ticket sales \$325,136, Miami FC soccer event revenues \$310,922, NCAA conference payments \$122,953, sponsorship revenue \$233,673, merchandise royalties \$56,674 and rental income \$66,045. The increases were offset by less athletic fee support impacted by lower student credit hour enrollment of \$42,392 and no transfers of contribution revenues when compared to \$680,005 in the prior year. Since the other revenue sources were greater this year, AFC did not require a transfer of contributions from the FIU Foundation to meet debt service coverage.
- **Operating expenses \$2.8M**, an increase of \$926,291, or 48.9%, due primarily to two more home football games and increased number of events this year. Capacity of attendees increased as social distancing requirements were lifted and set back to pre COVID-19 pandemic levels.
- **Change in net position \$1.7M**

## ACADEMIC HEALTH CENTER HEALTH CARE NETWORK

### FACULTY GROUP PRACTICE, INC.

- **Total Assets \$12.7M**, an increase of \$1.1M, or 9.2%, primarily from the increase of \$4.8M derived from the recognition of the lease and lease-related interest receivable for the remainder of the term of the agreement with Nicklaus Children's Hospital at the Ambulatory Care Center (ACC) as per the new GASB87 *Leases* implementation. The increase was offset by a decrease of \$3.7M in cash due to the pay-off of the loan due to FIU on July 1<sup>st</sup>, 2021. The loan had an outstanding balance of \$6.7 million and was paid off ahead of schedule by fifteen years.
- **Total Liabilities \$2.5M**, a decrease of \$6.4M, or 71.7%, primarily from the the pay-off the FIU loan on July 1<sup>st</sup>, 2021 of \$6.7M. The decrease was offset by increased payables to vendors, FIU and unearned revenue totaling \$265,657.
- **Deferred Inflows of Resources \$5.1M**, driven by the recognition of rental income and associated interest revenue from the lease with Nicklaus Children's Hospital over the term of the lease, as a result of the implementation of GASB 87 *Leases*.
- **Net position \$5.1**, an improvement of \$2.4M.
- **Total Operating Revenues \$11.7M**, an increase of \$513,149, or 4.6%, due primarily to increases in educational program revenue of \$420,801 received from American University of Antigua for the Graduate Certificate Program, \$107,573 of lease revenues and \$10,347 of management fee revenue. These increases were offset by a slight reduction of \$25,572 of other revenues related to payments from HWCOR to cover the cost of operating the clinical sites.
- **Total Operating Expenses \$5.9M**, an increase of \$215,639, or 3.8%, due primarily to increases in contractual personnel of \$209,690 deriving from vacant positions that were filled in 2022 and increases in professional consulting services of \$130,197 deriving from preceptor expenses aligned to higher program revenues under the Office of International Affairs (OIA). The increase was offset by savings of \$124,248 in other operating expenses such as common area maintenance, supplies, rentals and depreciation.

- **Transfer to Florida International University \$3.3M**, represents the payment of the net profits of the international programs to HWCOM.
- **Change in net position \$2.4M**

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

December 6, 2022

**Subject: Florida International University Foundation Inc., Financial Audit, 2021-22**

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**Proposed Committee Action:**

Recommend acceptance by the Florida International University Board of Trustees of the Florida International University Foundation, Inc. Financial Audit for the 2021-22 Fiscal Year and authorize the CEO of the Florida International University Foundation, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

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**Background information:**

Pursuant to Regulation FIU-1502(2)(g), Direct Support Organizations, the Florida International University Foundation, Inc. must submit an independently conducted financial audit of its accounts and records, which has been recommended by the University President to the Florida International University Board of Trustees for review and acceptance.

The Florida International University Foundation, Inc. Financial Audit for 2021-22 was approved by the Florida International University Foundation, Inc. Board of Directors on October 22, 2022, and the University President is recommending its acceptance.

Florida Board of Governors Regulation 9.011 (5) University Direct Support Organizations and Health Services Support Organizations, states in relevant part:

Support organizations shall provide for an annual audit conducted pursuant to university regulations or policies. The annual audit report shall be submitted to the university board of trustees for review. The audit report shall be submitted to the Board of Governors, and the Auditor General.

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**Supporting Documentation:**

James Moore & Co., October 21, 2022 letter to the Audit Subcommittee of the Florida International University Foundation, Inc. Board of Directors

Florida International University Foundation, Inc.  
Financial Audit, 2021-22

**Facilitator/Presenter:**

Aime Martinez

October 21, 2022

To the Audit Subcommittee of the Board of Directors,  
Florida International University Foundation, Inc.:

We have audited the financial statements of the Florida International University Foundation, Inc. (the Foundation), a direct-support organization and discrete component unit of Florida International University, as of and for the year ended June 30, 2022, and have issued our report thereon dated October 21, 2022. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated October 13, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Foundation solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

## **Significant Risks**

Professional standards require that we, as auditors, identify during the planning stage of the audit significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the planning stage of the audit process, we identified the following significant risks that could potentially impact the Foundation:

- Override of internal controls by management
- Improper revenue recognition
- Improper use of restricted resources
- Improper valuation of alternative investments

We designed our audit procedures to address these risks. If during the course of the audit we had any findings related to these other risks, we would communicate those findings to you. We have no findings associated with any of these risks that our audit was designed to consider, and no issues were noted that impacted our ability to render an opinion on the financial statements.

## **Qualitative Aspects of the Foundation's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Foundation is included in Note 1 to the financial statements. During the year ended June 30, 2022, the Foundation implemented Governmental Accounting Standards Board Statement No. 87, *Leases*. There have been no other changes in significant accounting policies or their application during the year ended June 30, 2022. No additional matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most sensitive accounting estimates affecting the financial statements are:

**Investments** – Alternative investments for which quoted market prices are not available include hedge funds and private investments. The estimated fair value of alternative investments is based on the net asset value of the fund or other valuation methods. The Foundation reviews and evaluates the values and assesses the valuation methods and assumptions used in determining the fair value of the alternative investments. Because alternative investments are not readily marketable, their estimated value is subject to uncertainty and therefore may differ from the value that would have been used had a readily available market for such investments existed and differences could be material. We evaluated the key factors and assumptions used to develop the valuation methods and assumptions used in determining the fair value of the alternative investments and determined that they are reasonable in relation to the financial statements taken as a whole.

***Land Held for Investment*** – Land held for investment is carried at fair value and is updated periodically based on recent market conditions and outside appraisals obtained on its value. We reviewed the most recent appraisal performed and evaluated the professional qualifications of the outside appraiser and determined that the appraisal was properly prepared and the estimated fair value of the land is reasonable.

***Allowance for Doubtful Accounts*** – Management’s estimate of the allowance for doubtful accounts is based on management’s evaluation of the collectability of the Foundation’s contributions receivable. The receivable and related allowance for doubtful accounts are discussed in Note 1 (f) to the financial statements. We evaluated the key factors and assumptions used to develop the collectability of receivables and development of the allowance for doubtful accounts, and have determined that they are reasonable in relation to the financial statements taken as a whole.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

#### **Significant Unusual Transactions**

There were no significant unusual transactions identified as a result of our audit procedures that were brought to the attention of management and required to be communicated to you.

#### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected misstatements for the year ended June 30, 2022.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. No adjustments were proposed as a result of our auditing procedures.

#### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Foundation’s financial statements or the auditor’s report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the management representation letter dated October 21, 2022.

### **Management's Consultations with Other Accountants**

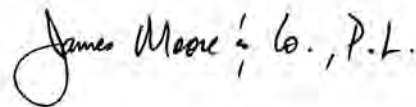
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the Foundation, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Foundation's auditors.

This report is intended solely for the information and use of the Audit Subcommittee of the Board of Directors and management of the Foundation, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

JAMES MOORE & CO., P.L.



**FLORIDA INTERNATIONAL UNIVERSITY  
FOUNDATION, INC.**

**FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2022 AND 2021**

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
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**YEARS ENDED JUNE 30, 2022 AND 2021**

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## INDEPENDENT AUDITORS' REPORT

Members of the Board of Directors and  
the Finance Committee and Audit Subcommittee,  
Florida International University Foundation, Inc.:

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the Florida International University Foundation, Inc. (the Foundation), a direct support organization and component unit of Florida International University, as of and for the years ended June 30, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the Foundation's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Foundation as of June 30, 2022 and 2021, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

The Foundation's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Foundation's ability to continue as a going concern for a reasonable period of time.

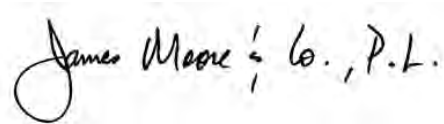
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that management's discussion and analysis on the following pages be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 21, 2022, on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Gainesville, Florida  
October 21, 2022

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## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

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**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**

Management's discussion and analysis ("MD&A") provides an overview of the financial position and activities of the Florida International University Foundation, Inc. (the "Foundation"), for the fiscal years ended June 30, 2022, 2021 and 2020, and should be read in conjunction with the financial statements and notes thereto. The MD&A, financial statements, and notes thereto are the responsibility of management.

The Foundation is presented as a discrete component unit of Florida International University (the "University" or "FIU") and is certified as a direct support organization ("DSO"). The Foundation's mission is to encourage, solicit, receive, and administer gifts and bequests of property and funds for scientific, educational and charitable purposes, all for the advancement of the University and its objectives.

#### **FINANCIAL HIGHLIGHTS**

The Foundation's assets decreased by 11.7% as compared to the prior year primarily due to investment losses and a decrease in capital assets. The Foundation's liabilities increased by 68.5% as compared to the prior year primarily due to higher accounts payable and amounts due to the University, offset by a decrease in notes payable. During fiscal year 2022, the Foundation's net position, which represents the excess of total assets over liabilities and deferred inflows of resources, decreased by \$57.6 million.

The Foundation's operating revenues decreased 98.0% as compared to the prior year primarily driven by investment losses in the current year and a significant contribution in the prior year. The Foundation expects that contribution revenue may fluctuate from year to year and that large contributions are the result of cultivation efforts spanning various years. Investment performance is dependent on the financial markets and the Foundation manages the portfolio with a long-term philosophy of capital appreciation. The Foundation's operating expenses increased 45.2% as compared to the prior year primarily attributable to higher building support to the University for major construction projects.

#### **OVERVIEW OF FINANCIAL STATEMENTS**

Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 35, the Foundation's financial report consists of three basic financial statements for its business-type activities: the statements of net position; the statements of revenues, expenses, and changes in net position; and the statements of cash flows. The financial statements, and notes thereto, encompass the Foundation and its blended component units, which include:

- The Wolfsonian, Inc.
- Foundation Enterprise Holdings I, LLC ("FEH I")
- Foundation Enterprise Holdings II, LLC ("FEH II")
- Foundation Enterprise Holdings V, LLC ("FEH V")
- Foundation Enterprise Holdings VI, LLC ("FEH VI")

#### **THE STATEMENTS OF NET POSITION**

The statements of net position reflect the assets and liabilities of the Foundation, using the accrual basis of accounting, and present the financial position of the Foundation at a specified time. Assets less liabilities equals net position, which is one indicator of the Foundation's current financial condition.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

The following summarizes the Foundation's total net position for fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>Assets</b>			
Current assets	\$ 30,842,039	\$ 38,782,329	\$ 40,934,630
Noncurrent assets	391,359,534	439,417,411	300,015,224
<b>Total assets</b>	<u>422,201,573</u>	<u>478,199,740</u>	<u>340,949,854</u>
<b>Liabilities</b>			
Current liabilities	8,671,776	4,892,404	5,105,974
Noncurrent liabilities	495,549	547,692	1,774,396
<b>Total liabilities</b>	<u>9,167,325</u>	<u>5,440,096</u>	<u>6,880,370</u>
<b>Deferred inflows of resources</b>			
Deferred inflows related to rental income	317,885	2,451,674	4,557,604
<b>Total deferred inflows of resources</b>	<u>317,885</u>	<u>2,451,674</u>	<u>4,557,604</u>
<b>Net position</b>			
Net investment in capital assets	7,345,972	13,171,584	12,921,147
Restricted:			
Nonexpendable endowments	198,540,065	191,376,258	185,009,260
Expendable	145,013,261	183,178,127	114,580,228
Unrestricted	61,817,065	82,582,001	17,001,245
<b>Total net position</b>	<u>\$ 412,716,363</u>	<u>\$ 470,307,970</u>	<u>\$ 329,511,880</u>



**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**TOTAL ASSETS**

The following summarizes the Foundation's total assets for fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Cash and cash equivalents	\$ 17,636,774	\$ 21,398,096	\$ 28,302,508
Pledges receivable, net	20,715,897	25,974,582	19,751,852
Lease receivable	317,885	2,451,674	4,557,604
Other current assets	571,510	678,306	488,439
Due from Florida International University	87,891	166,639	134,300
Investments	375,039,589	412,740,949	272,216,094
Depreciable capital assets, net	4,361,943	14,767,494	15,477,057
Nondepreciable capital assets	3,470,084	22,000	22,000
<b>Total assets</b>	<b>\$ 422,201,573</b>	<b>\$ 478,199,740</b>	<b>\$ 340,949,854</b>

Total assets as of June 30, 2022, decreased by \$55,998,167, or 11.7%, as compared to the prior year. Investments decreased in the current year due to lower investment performance as compared to the prior year. Depreciable capital assets decreased due to the transfer of the MARC Building to the University, offset by the purchase of nondepreciable capital assets for FEH VI in the current year. The carrying value of the MARC Building and its improvements and furniture and fixtures at June 30, 2022, was transferred to the University.

Endowment pledges are not recognized under the GASB accounting framework and are not reflected as pledges receivable in the statements of net position. Only additions to permanent endowments are recognized upon the receipt of cash. Although endowment pledges are not included, the Foundation understands the importance of endowment fundraising as these gifts are a strategic priority. The Foundation will continue to prioritize fundraising for endowment pledges and collecting on those pledges.

As of June 30, 2022, 2021 and 2020, endowment pledges receivable totaled \$15,826,541, \$9,703,958 and \$9,758,887, respectively. Not included in these amounts is \$41,967,040 of match funds, which have been approved but are still pending to be received from the State of Florida under the Trust Fund for Major Gifts. Effective July 1, 2011, state matching funds were temporarily suspended by the Florida Legislature for donations received for this program on or after June 30, 2011. The program may be restarted after \$200 million of the backlog for programs has been matched. The State of Florida did not provide funds for this program during the fiscal year; therefore, these endowment pledges are not recognized in the statements of net position. The ultimate collection of these funds is dependent upon future appropriations for this program by the State of Florida Legislature.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**TOTAL LIABILITIES**

The following summarizes the Foundation's total liabilities for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Accounts payable and accrued expenses	\$ 1,890,465	\$ 578,797	\$ 634,483
Due to Florida International University	6,571,326	3,148,622	3,421,506
Notes payable	-	1,075,000	2,035,000
Unearned revenue	120,000	-	150,000
Annuity obligations	585,534	637,677	639,381
<b>Total liabilities</b>	<b>\$ 9,167,325</b>	<b>\$ 5,440,096</b>	<b>\$ 6,880,370</b>

Total liabilities as of June 30, 2022, increased by \$3,727,229, or 68.5%, as compared to the prior year. The increase is mainly due to higher amounts due to Florida International University and accounts payable and accrued expenses due to pending payments related to the Doral Property remediation and transfer of MARC Building reserves to the University, offset by a decrease of \$1,075,000 in notes payable.

**DEFERRED INFLOWS OF RESOURCES**

The Foundation implemented GASB Statement No. 87, *Leases*, in the fiscal year ending June 30, 2022, with retrospective application beginning July 1, 2020.

The following summarizes the Foundation's total deferred inflows of resources for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Deferred inflows related to rental income	\$ 317,885	\$ 2,451,674	\$ 4,557,604
<b>Total deferred inflows of resources</b>	<b>\$ 317,885</b>	<b>\$ 2,451,674</b>	<b>\$ 4,557,604</b>

Total deferred inflows of resources as of June 30, 2022, decreased by \$2,133,789, or 87.0%, as compared to the prior year. The decrease is due to the recognition of rental income and interest revenue over the term of the lease.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**NET POSITION**

The following summarizes the Foundation's net position for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Net investment in capital assets	\$ 7,345,972	\$ 13,171,584	\$ 12,921,147
Restricted:			
Nonexpendable endowments	198,540,065	191,376,258	185,009,260
Expendable	145,013,261	183,178,127	114,580,228
Unrestricted	61,817,065	82,582,001	17,001,245
<b>Total net position</b>	<b>\$ 412,716,363</b>	<b>\$ 470,307,970</b>	<b>\$ 329,511,880</b>

Net position represents the residual interest in the Foundation's assets after deducting liabilities. Total net position as of June 30, 2022, decreased by \$57,591,607, or 12.2%, as compared to the prior year. The decrease in net position is mainly attributable to the lower investment performance, the transfer of the MARC Building to the University, and an outflow of expendable restricted resources for the benefit of programs, scholarships and building support provided to the University. This decrease was offset by the receipt of nonexpendable endowment gifts.

Net position is reported in three classifications: net investment in capital assets, restricted net position, and unrestricted net position. Net investment in capital assets reflects total capital assets, net of accumulated depreciation, less any capital-related borrowing. Restricted net position consists of restricted nonexpendable resources, which represent permanent endowments to be held in perpetuity, while expendable resources are made up of external, donor-restricted funds and appreciation from the endowments. Unrestricted net position represents funds that are available without restriction for carrying out the Foundation's objectives.

Additional information about the statements of net position is presented in the notes to financial statements.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**THE STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

The statements of revenues, expenses, and changes in net position present the Foundation's revenue and expense activity, categorized as operating and nonoperating. Revenues and expenses are recognized when earned or incurred, regardless of when cash is received or paid.

The following summarizes the Foundation's changes in net position for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Contributions, net	\$ 26,010,190	\$ 78,984,929	\$ 26,346,350
Investment earnings (losses)	(25,423,340)	87,296,896	7,995,841
Rental income	2,134,753	2,070,566	1,945,885
Other operating revenues	715,655	494,277	704,354
<b>Total operating revenues, net</b>	<b>3,437,258</b>	<b>168,846,668</b>	<b>36,992,430</b>
Programs, scholarships and building support to Florida International University	43,946,464	25,921,906	27,235,249
Fundraising	11,592,942	9,528,255	9,500,622
General and administrative	6,319,398	6,543,940	7,064,402
General support to Florida International University	1,187,684	1,182,987	1,273,868
Depreciation	734,854	744,623	747,787
<b>Total operating expenses</b>	<b>63,781,342</b>	<b>43,921,711</b>	<b>45,821,928</b>
<b>Operating income (loss)</b>	<b>(60,344,084)</b>	<b>124,924,957</b>	<b>(8,829,498)</b>
Nonoperating revenues (expenses)			
Transfers to Florida International University	(12,170,696)	-	-
Change in value of annuity obligations	(27,145)	(84,000)	(84,000)
Support from Florida International University	7,899,821	9,700,747	9,193,347
<b>Total nonoperating revenues (expenses)</b>	<b>(4,298,020)</b>	<b>9,616,747</b>	<b>9,109,347</b>
<b>Gain (loss) before endowment contributions</b>	<b>(64,642,104)</b>	<b>134,541,704</b>	<b>279,849</b>
Endowment contributions	7,050,497	6,254,386	5,861,341
<b>Change in net position</b>	<b>(57,591,607)</b>	<b>140,796,090</b>	<b>6,141,190</b>
Net position - beginning of year	470,307,970	329,511,880	323,370,690
Net position - end of year	<u><u>\$ 412,716,363</u></u>	<u><u>\$ 470,307,970</u></u>	<u><u>\$ 329,511,880</u></u>

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**OPERATING REVENUES**

GASB Statement No. 35 categorizes revenues as either operating or nonoperating. Operating revenues represent ongoing activities of the Foundation, as well as ongoing activities that are in support of the University's programs. Operating activities are related to the Foundation's mission, which is to encourage, solicit, receive and administer gifts and bequests of property and funds for scientific, educational and charitable purposes, all for the advancement of the University and its objectives. As defined by GASB No. 35, all of the Foundation's revenues are classified as operating revenues.

The following summarizes the operating revenues by source that were used to fund operating activities for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Contributions, net	\$ 26,010,190	\$ 78,984,929	\$ 26,346,350
Investment earnings (losses)	(25,423,340)	87,296,896	7,995,841
Rental income	2,134,753	2,070,566	1,945,885
Other operating revenues	715,655	494,277	704,354
<b>Total operating revenues, net</b>	<b>\$ 3,437,258</b>	<b>\$ 168,846,668</b>	<b>\$ 36,992,430</b>

Total operating revenues decreased by \$165,409,410, or 98.0%, as compared to the prior year. Operating revenues are made up of contributions, investment earnings, rental income and other operating revenues.

The decrease in total operating revenues is mainly attributable to investment losses in the current year due to market volatility and a significant contribution of \$40 million in the prior year.

Rental income was level when compared to the prior year. Other operating revenues increased by \$221,378, or 44.8%, as compared to the prior year. Other operating revenues are comprised of revenues related to events, museum store sales, royalties and membership dues.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**OPERATING EXPENSES**

GASB Statement No. 35 categorizes expenses as either operating or nonoperating. Operating expenses represent ongoing activities of the Foundation, as well as ongoing activities that are in support of the University, such as programs, scholarships and building support. The majority of the Foundation's expenses are operating expenses as defined by GASB. GASB gives financial reporting entities the choice of reporting operating expenses in either their functional or natural classifications. The Foundation has chosen to report operating expenses by their functional classifications on the statements of revenues, expenses, and changes in net position.

The following summarizes the operating expenses by function for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Programs, scholarships and building support to			
Florida International University	\$ 43,946,464	\$ 25,921,906	\$ 27,235,249
Fundraising	11,592,942	9,528,255	9,500,622
General and administrative	6,319,398	6,543,940	7,064,402
General support to Florida International University	1,187,684	1,182,987	1,273,868
Depreciation	734,854	744,623	747,787
<b>Total operating expenses</b>	<b>\$ 63,781,342</b>	<b>\$ 43,921,711</b>	<b>\$ 45,821,928</b>

Total operating expenses increased by \$19,859,631, or 45.2%, as compared to the prior year. Operating expenses are comprised of support to the University, fundraising, general and administrative and depreciation expenses.

The largest component of operating expenses is support to the University. These operating expenses include programs, scholarships and building support totaling \$43,946,464 and other general support to the University totaling \$1,187,684. Operating expenses in support of the University totaled \$45,134,148 for the 2021-22 fiscal year, representing an increase of \$18,029,255, or 66.5%, as compared to the prior year. This increase is mainly due to higher building support to the University for major construction projects in the current year.

The next largest component of operating expenses is fundraising. Fundraising expenses totaled \$11,592,942 for the 2021-22 fiscal year, representing an increase of \$2,064,687, or 21.7%, as compared to the prior year. This increase is mainly due to higher professional services, which supported the University by increasing fundraising, alumni engagement and participation in the current year. The various in-state and out-of-state donor events promoted the University and assisted in generating philanthropic support and increasing alumni participation.

General and administrative expenses include business office expenses, utilities, maintenance, insurance, and environmental remediation on land held for investment. General and administrative expenses totaled \$6,319,398 for the 2021-22 fiscal year, representing a slight decrease of \$224,542, or 3.4%, as compared to the prior year.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

General support to the University includes other expenses such as lobbying and support for the compensation, travel and business expenses for the University President. General support to the University was level when compared to the prior year.

**NONOPERATING REVENUES**

GASB Statement No. 35 categorizes revenues and expenses as either operating or nonoperating. Nonoperating revenues are comprised of the net change in value of annuity obligations and support from the University. Support from the University includes salaries and benefits related to personnel who perform administrative and fundraising functions for the Foundation.

The following summarizes the nonoperating revenues for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Transfers to Florida International University	\$ (12,170,696)	\$ -	\$ -
Change in value of annuity obligations	(27,145)	(84,000)	(84,000)
Support from Florida International University	7,899,821	9,700,747	9,193,347
<b>Total nonoperating revenues (expenses)</b>	<b>\$ (4,298,020)</b>	<b>\$ 9,616,747</b>	<b>\$ 9,109,347</b>

Total nonoperating revenues decreased by \$13,914,767, or 144.7%, as compared to the prior year. This decrease is primarily attributable to the transfer of the MARC Building at carrying value and its corresponding improvements and furniture and fixtures of \$9,670,696 and MARC Building reserves of \$2,500,000 to the University.

**ENDOWMENT CONTRIBUTIONS**

Endowment contributions increased by \$796,111, or 12.7%, as compared to the prior year. Endowment contributions are recognized as revenue as they are received in cash. The earnings on an endowment, rather than the endowment itself, are intended for spending. The endowment is invested in perpetuity. The increase in endowment contributions is reflective of the Foundation's focus on fundraising efforts to grow the endowment.

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Endowment contributions	\$ 7,050,497	\$ 6,254,386	\$ 5,861,341
<b>Total endowment contributions</b>	<b>\$ 7,050,497</b>	<b>\$ 6,254,386</b>	<b>\$ 5,861,341</b>

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**THE STATEMENTS OF CASH FLOWS**

The statements of cash flows provide information about the Foundation's financial results by reporting the major sources and uses of cash and cash equivalents. The statement will assist in evaluating the Foundation's ability to generate net cash flows, its ability to meet its financial obligations as they come due, and its need for external financing. Cash flows from operating activities show the net cash used or provided by the operating activities of the Foundation. Cash flows from capital and related financing activities include changes associated with the long-term debt activities of the Foundation. Cash flows from investing activities show the net sources and uses of cash related to purchasing or selling investments and earnings income on those investments. Cash flows from noncapital financing activities include those activities not covered in other sections.

The following summarizes the major sources and uses of cash for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Cash flows provided by (used in)			
Operating activities	\$ (20,690,311)	\$ 39,026,764	\$ (11,280,176)
Capital and related financing activities	(2,399,528)	1,042,397	620,878
Investing activities	12,278,020	(53,227,959)	16,732,404
Noncapital financing activities	7,050,497	6,254,386	5,861,341
Change in cash and cash equivalents	(3,761,322)	(6,904,412)	11,934,447
Cash and cash equivalents			
Beginning of year	21,398,096	28,302,508	16,368,061
End of year	<u>\$ 17,636,774</u>	<u>\$ 21,398,096</u>	<u>\$ 28,302,508</u>

Cash and cash equivalents decreased by \$3,761,322, or 17.6%, as compared to the prior year. Net cash flows from operating activities decreased by \$59,717,075, mainly attributable to the receipt of a significant contribution in the prior year coupled with higher payments made to suppliers and the University in the current year. Net cash from capital and related financing activities decreased by \$3,441,925, mainly attributable to the outflow of cash to purchase the FEH VI property. The cash flows from investing activities increased by \$65,505,979 due to a full transition of the investment portfolio to the new outsourced chief investment officer (OCIO). Net cash flows from noncapital financing activities increased by \$796,111, attributable to an increase in endowment contributions as compared to the prior year.



**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**CAPITAL ASSETS AND LONG-TERM DEBT ACTIVITY**

At June 30, 2022, the Foundation had \$9,891,271 in capital assets, less accumulated depreciation of \$2,059,244 totaling net capital assets of \$7,832,027. Depreciation charges for the current fiscal year totaled \$734,854. The decrease in building and improvements is attributable to the MARC Building and its improvements and furniture and fixtures being transferred, at carrying value, to the University on June 30, 2022. The carrying value of the MARC Building and its improvements and furniture and fixtures is \$9,670,696. The MARC Building has an estimated replacement cost of approximately \$34 million. This decrease was offset with an increase in land related to the purchase of real property in Sweetwater, Florida.

The following summarizes the Foundation's capital assets, net of accumulated depreciation, for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Building and improvements, net	\$ 4,187,814	\$ 14,374,908	\$ 14,976,002
Furniture and equipment, net	174,129	392,586	501,055
Total depreciable capital assets, net	4,361,943	14,767,494	15,477,057
Artwork	22,000	22,000	22,000
Land	3,448,084	-	-
Total nondepreciable capital assets	3,470,084	22,000	22,000
<b>Total capital assets, net</b>	<b>\$ 7,832,027</b>	<b>\$ 14,789,494</b>	<b>\$ 15,499,057</b>

The largest component of capital assets is building and improvements, net totaling \$4,187,814, or 53.5%, of the total balance. Land, furniture and equipment, net, and artwork, totaling \$3,448,084, \$174,129 and \$22,000, respectively, account for the remaining balance in capital assets.

The following summarizes the Foundation's debt outstanding for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Notes payable	\$ -	\$ 1,075,000	\$ 2,035,000
Annuity obligations	585,534	637,677	639,381
<b>Total outstanding debt</b>	<b>\$ 585,534</b>	<b>\$ 1,712,677</b>	<b>\$ 2,674,381</b>

During the 2021-22 fiscal year, the Foundation reduced debt by \$1,127,143, primarily as a result of the final principal payment.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

The following summarizes the Foundation's net investment in capital assets for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Capital assets, net	\$ 7,832,027	\$ 14,789,494	\$ 15,499,057
Notes payable	-	(1,075,000)	(2,035,000)
Annuity obligations	(486,055)	(542,910)	(542,910)
<b>Net investment in capital assets</b>	<b>\$ 7,345,972</b>	<b>\$ 13,171,584</b>	<b>\$ 12,921,147</b>

Additional information about the Foundation's capital assets and long-term debt activity is presented in the notes to financial statements.

#### **FIDUCIARY FINANCIAL STATEMENTS**

As a result of the implementation of GASB 84, *Fiduciary Activities*, separate Statements of Fiduciary Net Position and Statements of Revenues, Expenses, and Changes in Fiduciary Net Position are included in these financial statements. Fiduciary funds are used to account for resources held for the benefit of external parties such as the University. Fiduciary funds are not reflected in the Foundation's basic business-type entity financial statements because ownership of those resources remains with the University.

#### **OUTLOOK FOR THE FUTURE**

In the fiscal year ended June 30, 2022, FIU exceeded the \$750 million fundraising goal of its Next Horizon campaign, the University's comprehensive campaign focused on supporting student success, research excellence and alumni achievement at FIU. While the Foundation has surpassed its campaign goal, the fundraising program will continue in the 2022-23 fiscal year with activities focused on strengthening alumni giving and engagement.

Celebrating its 50th anniversary in fall 2022, FIU has graduated more than 286,000 alumni and has over 55,000 enrolled students. These are FIU's Panthers. In the 2022-23 fiscal year, the Foundation will launch an alumni brand campaign to mobilize the Panther Nation. The alumni campaign will offer new programming responsive to alumni needs, opportunities for alumni to connect and engage with their alma mater through philanthropy, and increased recognition of alumni achievement and giving.

Key Next Horizon campaign priorities include growing undergraduate alumni giving participation from 9.4% in the 2021-22 fiscal year to 18% by 2025. Rising alumni participation rates demonstrate alumni pride and have a ripple effect, from helping increase FIU's rankings to inspiring other donors to build on our alumni's investments. In fall 2022, FIU was ranked No. 72 among U.S. public universities in the *U.S. News & World Report* rankings, making it the fastest-rising public university, gaining 62 spots in these rankings in the past 10 years.

In the 2022-23 fiscal year, the Foundation will also prioritize fundraising for scholarships, endowment growth and major construction projects, expanding the University's impact as a proven force for good in the region and the world.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**  
(Continued)

**REQUESTS FOR INFORMATION**

These financial statements are designed to provide a general overview of the Foundation's finances. Questions concerning the information provided in the MD&A or other required supplemental information, and financial statements and notes thereto, or requests for additional financial information should be addressed to the Controller, FIU Foundation, Inc., 11200 Southwest 8<sup>th</sup> Street, MARC Building, 5<sup>th</sup> Floor, Miami, Florida 33199.

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## **FINANCIAL STATEMENTS**

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**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**STATEMENTS OF NET POSITION**  
**JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b><u>ASSETS</u></b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 17,636,774	\$ 21,398,096
Pledges receivable, net	12,281,965	14,353,649
Lease receivable	263,899	2,185,639
Other current assets	571,510	678,306
Due from Florida International University	87,891	166,639
<b>Total current assets</b>	<u>30,842,039</u>	<u>38,782,329</u>
<b>Noncurrent assets</b>		
Investments	375,039,589	412,740,949
Pledges receivable, net	8,433,932	11,620,933
Lease receivable	53,986	266,035
Depreciable capital assets, net	4,361,943	14,767,494
Nondepreciable capital assets	3,470,084	22,000
<b>Total noncurrent assets</b>	<u>391,359,534</u>	<u>439,417,411</u>
<b>Total assets</b>	<u>422,201,573</u>	<u>478,199,740</u>
<b><u>LIABILITIES</u></b>		
<b>Current liabilities</b>		
Accounts payable and accrued expenses	1,890,465	578,797
Due to Florida International University	6,571,326	3,148,622
Long-term liabilities - current portion:		
Notes payable	-	1,075,000
Unearned revenue	120,000	-
Annuity obligations	89,985	89,985
<b>Total current liabilities</b>	<u>8,671,776</u>	<u>4,892,404</u>
<b>Noncurrent liabilities</b>		
Annuity obligations	495,549	547,692
<b>Total noncurrent liabilities</b>	<u>495,549</u>	<u>547,692</u>
<b>Total liabilities</b>	<u>9,167,325</u>	<u>5,440,096</u>
<b><u>DEFERRED INFLOW OF RESOURCES</u></b>		
Deferred inflows related to rental income	317,885	2,451,674
<b>Total deferred inflows of resources</b>	<u>317,885</u>	<u>2,451,674</u>
<b><u>NET POSITION</u></b>		
Net investment in capital assets	7,345,972	13,171,584
Restricted:		
Nonexpendable endowments	198,540,065	191,376,258
Expendable	145,013,261	183,178,127
Unrestricted	61,817,065	82,582,001
<b>Total net position</b>	<u>\$ 412,716,363</u>	<u>\$ 470,307,970</u>

The accompanying notes are an integral part  
of these financial statements.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>Operating revenues</b>		
Contributions, net	\$ 26,010,190	\$ 78,984,929
Investment earnings (losses)	(25,423,340)	87,296,896
Rental income	2,134,753	2,070,566
Dues	357,676	365,503
Other miscellaneous	243,612	74,923
Royalties	114,367	53,851
<b>Total operating revenues, net</b>	<u>3,437,258</u>	<u>168,846,668</u>
<b>Operating expenses</b>		
Programs, scholarships and building support to Florida International University	43,946,464	25,921,906
Fundraising	11,592,942	9,528,255
General and administrative	6,319,398	6,543,940
General support to Florida International University	1,187,684	1,182,987
Depreciation	734,854	744,623
<b>Total operating expenses</b>	<u>63,781,342</u>	<u>43,921,711</u>
<b>Operating income (loss)</b>	<u>(60,344,084)</u>	<u>124,924,957</u>
<b>Nonoperating revenues (expenses)</b>		
Transfers to Florida International University	(12,170,696)	-
Change in value of annuity obligations	(27,145)	(84,000)
Support from Florida International University	7,899,821	9,700,747
<b>Total nonoperating revenues (expenses)</b>	<u>(4,298,020)</u>	<u>9,616,747</u>
<b>Gain (loss) before endowment contributions</b>	<u>(64,642,104)</u>	<u>134,541,704</u>
Endowment contributions	7,050,497	6,254,386
<b>Change in net position</b>	<u>(57,591,607)</u>	<u>140,796,090</u>
Net position - beginning of year	470,307,970	329,511,880
Net position - end of year	<u><u>\$ 412,716,363</u></u>	<u><u>\$ 470,307,970</u></u>

The accompanying notes are an integral part  
of these financial statements.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>Cash flows from operating activities</b>		
Receipts from contributions	\$ 31,467,623	\$ 72,579,859
Other receipts	827,160	302,706
Net payments on annuity obligations	(84,000)	(84,000)
Payments made to suppliers	(29,891,158)	(3,676,407)
Payments made to Florida International University	(23,009,936)	(30,095,394)
Net cash provided by (used in) operating activities	<u>(20,690,311)</u>	<u>39,026,764</u>
<b>Cash flows from capital and related financing activities</b>		
Receipts from rental income	2,134,754	2,070,566
Principal paid on capital debt	(1,075,000)	(960,000)
Purchase of leasehold improvement	-	(35,060)
Purchase of land	(3,448,084)	-
Interest paid on capital debt	(11,198)	(33,109)
Net cash provided by (used in) capital and related financing activities	<u>(2,399,528)</u>	<u>1,042,397</u>
<b>Cash flows from investing activities</b>		
Proceeds from sale and maturity of investments	17,666,225	55,737,112
Purchase of investments	(13,209,393)	(110,125,509)
Receipts from interest, net of fees	7,821,188	1,160,438
Net cash provided by (used in) investing activities	<u>12,278,020</u>	<u>(53,227,959)</u>
<b>Cash flows from noncapital financing activities</b>		
Private gifts for permanent endowments	7,050,497	6,254,386
Net cash flows provided by noncapital financing activities	<u>7,050,497</u>	<u>6,254,386</u>
<b>Net decrease in cash and cash equivalents</b>	<u>(3,761,322)</u>	<u>(6,904,412)</u>
<b>Cash and cash equivalents - beginning of year</b>	21,398,096	28,302,508
<b>Cash and cash equivalents - end of year</b>	<u>\$ 17,636,774</u>	<u>\$ 21,398,096</u>
<b>Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:</b>		
Operating income (loss)	\$ (60,344,084)	\$ 124,924,957
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:		
Rental income	(2,134,753)	(2,070,566)
Depreciation expense	734,854	744,623
Noncash support from Florida International University	7,899,821	9,700,747
Transfers to Florida International University	(2,500,000)	-
Investment earnings (losses)	25,423,340	(87,296,896)
Interest expense	11,198	33,109
Change in value of annuity obligations	(27,145)	(84,000)
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Receivables from related parties	78,748	(32,339)
Lease receivable	2,133,789	2,105,930
Pledges receivable	5,258,685	(6,222,730)
Other assets	106,796	(189,867)
Increase (decrease) in:		
Accounts payable and other liabilities	1,311,668	(55,686)
Annuity obligations	(52,143)	(1,704)
Payables to related parties	3,422,704	(272,884)
Unearned revenue	120,000	(150,000)
Deferred inflows related to rental income	(2,133,789)	(2,105,930)
Total adjustments	<u>39,653,773</u>	<u>(85,898,193)</u>
Net cash provided by (used in) operating activities	<u>\$ (20,690,311)</u>	<u>\$ 39,026,764</u>
<b>Non-cash investing, financing and capital activities</b>		
Transfer of the MARC Building to Florida International University	\$ 9,670,696	\$ -

The accompanying notes are an integral part  
of these financial statements.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**STATEMENTS OF FIDUCIARY NET POSITION**  
**JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b><u>ASSETS</u></b>		
<b>Assets</b>		
Investments	\$ 11,215,537	\$ 12,759,008
<b>Total assets</b>	<u>11,215,537</u>	<u>12,759,008</u>
<b><u>NET POSITION</u></b>		
Restricted:		
Nonexpendable endowments	9,500,000	9,500,000
Expendable	1,715,537	3,259,008
<b>Total fiduciary net position</b>	<u>\$ 11,215,537</u>	<u>\$ 12,759,008</u>



**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN FIDUCIARY NET POSITION**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>Additions</b>		
Investment earnings (losses)	\$ (1,141,702)	\$ 3,083,468
<b>Total additions (deductions)</b>	<u>(1,141,702)</u>	<u>3,083,468</u>
<b>Deductions</b>		
Spending distribution	401,769	309,372
<b>Total deductions</b>	<u>401,769</u>	<u>309,372</u>
<b>Change in fiduciary net position</b>	<u>(1,543,471)</u>	<u>2,774,096</u>
Net position - beginning of year	12,759,008	9,984,912
Net position - end of year	<u>\$ 11,215,537</u>	<u>\$ 12,759,008</u>

The accompanying notes are an integral part  
of these financial statements.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Nature of Organization and Significant Accounting Policies:**

(a) **Organization and purpose**—Florida International University Foundation, Inc. (the “Foundation”), serves as a direct support organization (“DSO”) and a discrete component unit of Florida International University (the “University”), which is organized to encourage, solicit, receive and administer gifts and bequests of property and funds for the advancement of the University and its objectives. The Foundation is a tax-exempt organization as defined by Section 501(c)(3) of the Internal Revenue Code.

The Foundation is considered a discrete component unit of the University due to the University’s budgetary oversight responsibility and due to the Foundation’s significant operational and financial relationships with the University. The Foundation has determined that there are five component units that meet the criteria for blending into the Foundation’s financial statements. The financial statements of the Foundation include the accounts of its blended component units: the Wolfsonian, Inc., Foundation Enterprise Holdings I, LLC (“FEH I”), Foundation Enterprise Holdings II, LLC (“FEH II”), Foundation Enterprise Holdings V, LLC (“FEH V”), and Foundation Enterprise Holdings VI, LLC (“FEH VI”).

The Wolfsonian, Inc. was established in 1986 to create and operate a museum and research center in Miami Beach, Florida, and to support a comprehensive program focused on the collection, exhibition, interpretation, preservation, research and publication of the decorative, design and architectural arts. The Mitchell Wolfson, Jr. Collection of nearly 27,000 objects of art and rare books dating from the late 19<sup>th</sup> to the mid-20<sup>th</sup> century has been loaned to the Wolfsonian, Inc. It encompasses furniture, sculptures, paintings, books, graphics and other works of art on paper, as well as archives relating to the period. Through a series of academic study and fellowship programs, national and international traveling exhibitions and scholarly initiatives, the Wolfsonian, Inc., promotes public education and awareness of the social, historical, technological, political, economic and artistic material culture of Europe and America in the 1885-1945 periods. The Wolfsonian, Inc. is a tax-exempt organization as defined by Section 501(c)(3) of the Internal Revenue Code.

As more fully explained in Note 2, the Foundation was party to the gift agreement (the “Agreement”) on July 1, 1997, with the Wolfsonian, Inc., whereby the Wolfsonian, Inc., agreed to amend its articles of incorporation and bylaws with the intent of transferring control of the Wolfsonian, Inc., and all of its assets, interest and obligations, to the Foundation.

FEH I is a Florida limited liability company of which the sole member is the FIU Foundation, Inc. On March 29, 2011, FEH I became the owner of real property located at 1035 and 1049 Washington Avenue, Miami Beach, Florida (“Property”), pursuant to an agreement with Mitchell Wolfson, Jr. and the Washington Storage Co. (“WSC”) to convey Property to FEH I for the benefit of the Wolfsonian-FIU. As part of the agreement with the WSC, FEH I executed an Assignment and Assumption of Leases on March 29, 2011, and assumed all the rights formerly held by WSC with regard to its lease agreements.

FEH II is a Florida limited liability company of which the sole member is the FIU Foundation, Inc. On December 10, 2012, FEH II became the owner of real property located at 301, 311, and 321 Washington Avenue, Miami Beach, Florida (“JMOF Property”), pursuant to an agreement with the Jewish Museum of Florida, Inc. (“JMOF”), and the University, as explained in Note 2.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Nature of Organization and Significant Accounting Policies:** (Continued)

FEH V is a Florida limited liability company of which the sole member is the FIU Foundation, Inc. On October 27, 2017, FEH V became the owner of 62.5 acres of vacant land located at 11800 NW 41<sup>st</sup> Street, Miami, Florida (“Doral Property”). The Doral Property was purchased for \$1,008,153 and is valued at \$1,411,550.

FEH VI is a Florida limited liability company of which the sole member is the FIU Foundation, Inc. On April 26, 2022, FEH VI became the owner of 30,312 square feet (0.70 acres) of real property located at 144 SW 109<sup>th</sup> Avenue, Miami, Florida (“Sweetwater Property”). The Sweetwater Property was purchased for \$3,403,517.

FEH I, FEH II, FEH V and FEH VI have not elected under Section 301.8801-3(c) of the Income Tax Regulations to be classified as separate corporations or entities from its single member (Foundation) for federal tax purposes. For federal tax purposes, FEH I, FEH II, FEH V and FEH VI are treated, therefore, as “disregarded entities” under the Income Tax Regulations and are simply components or divisions of its single member.

(b) **Basis of accounting**—The financial statements and related disclosures are prepared on the accrual basis in conformity with accounting principles generally accepted in the United States (GAAP) for governmental business-type activities.

To help ensure observance of limitations and restrictions placed on the use of resources, the accounts of the Foundation are maintained in accordance with the principles of fund accounting. Accordingly, the net position of the Foundation is reported as follows:

(i) **Net investment in capital assets**—Represents capital assets, net of accumulated depreciation, reduced by the outstanding balance on any bonds, annuity obligations, mortgages, notes or other borrowings attributable to the acquisition, construction or improvement of the capital assets.

(ii) **Restricted**—Restricted net position represents net position that is restricted by constraints placed on the use of resources externally imposed by creditors, grantors, contributors, or law. Restricted funds include:

**Nonexpendable endowments**—Represents the nonexpendable portion (corpus) of endowment funds that are subject to donor, grantor or other outside party restrictions for the benefit of various programs at the University. These programs primarily include endowed chairs and professorships, research funding, and scholarships. The corpus of the permanent endowments is retained and reported in nonexpendable endowments net position, while the net earnings or losses on endowment funds are included in expendable net position available for expenditure.

**Expendable**—Represents funds that are subject to donor, grantor or other outside party restrictions to use for the benefit of various programs at the University and includes the expendable portion of endowment funds. These programs primarily include endowed chairs and professorships, research funding, and scholarships.

(iii) **Unrestricted**—Represents funds that are available without restriction for carrying out the Foundation’s objectives.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Nature of Organization and Significant Accounting Policies:** (Continued)

In addition to the business type activities noted above, the Foundation accounts for assets that it holds in a fiduciary capacity that it invests and manages for the University, which accumulates resources for annual distributions to the University. These funds are accounted for as fiduciary funds in accordance with GASB Statement No. 84, *Fiduciary Activities*, which was implemented during the fiscal year ended June 30, 2021.

(c) **Operating and nonoperating activities**—Operating revenues and expenses represent ongoing activities of the Foundation, as well as ongoing activities that are in support of the University's programs. Operating activities relate to the Foundation's mission, which is to encourage, solicit, receive and administer gifts and bequests of property and funds for scientific, educational and charitable purposes, all for the advancement of the University and its objectives. Nonoperating revenues and expenses include activities not included in operating revenues and expenses, which include support from the University and changes in the value of annuity obligations.

(d) **Use of estimates**—Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the period reported. These estimates include assessing the collectability of pledges receivable and the fair value of investments. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from those estimates.

(e) **Cash equivalents**—The Foundation considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

(f) **Promises to give**—Contributions are recognized when the donor makes a promise to give to the Foundation that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in restricted expendable net position. When a restriction is met, the restricted net position is transferred to the unrestricted net position. Promises to give to endowments are recognized when funds are received.

The Foundation records unconditional promises to give at fair value when received and subsequently at net realizable value, which is based on prior years' collection experience and management's analysis of specific promises made. The receivables are further discounted to reflect their present value, using a risk adjusted discount rate applicable to the month in which the promises are received. The Foundation determines an allowance for uncollectible receivables based upon management's judgment about such factors as prior collection history, type of contribution, and nature of fundraising activity. Decreases in net realizable value are recognized as provision for uncollectable pledges in the period the decrease occurs. Increases in net realizable value are not recognized unless they represent recoveries of previous provision for uncollectable pledges incurred; increases are recognized as additional contribution revenue when the promise to give is collected.

(g) **Lease receivable**—The Foundation records a lease receivable at the present value of lease payments anticipated to be received during the lease term, reduced by any provision for estimated uncollectible amounts. Lease receivable is assessed annually for changes in the terms of the lease, interest rate, impairment of underlying leased asset, and other factors that may impact the expected lease payments. Rental income is reported systematically over the term of the lease, corresponding

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Nature of Organization and Significant Accounting Policies:** (Continued)

with the reduction of deferred inflow of resources. The Foundation calculates the amortization of the discount on each lease receivable in subsequent financial reporting periods, and that amount is reported as interest revenue. The future lease payments to be received should be discounted using the interest rate the Foundation charges the lessee. The interest rate used for valuation purposes for the FEH I Properties is the current 30-year mortgage rate and for the MARC Building is the rate the University would pay based on (a) AA Rating, (b) Tax-Exempt Status, and (c) one-year term lease.

(h) **Contributions**—Contributed goods and services are recorded as contributions at their estimated fair value on the date of receipt.

(i) **Investments and investment earnings**—Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value (see Note 1 (j) on *fair value measurements*) in the statements of net position. Investment gains and losses (including realized and unrealized gains and losses on investments as well as interest income and dividends) are included in the statements of revenue, expenses, and changes in net position as an increase or decrease in unrestricted net position unless the gains or losses are restricted by donor or law. Restricted gains and losses and investment earnings where the restrictions are met in the same reporting period as the income is earned are recorded as unrestricted support.

(j) **Fair value measurements**—Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The financial statements are required to disclose information about their fair value determinations via an established framework for measuring. The established framework includes a three-tier hierarchy to maximize the use of observable market data, minimize the use of unobservable inputs, and to establish a classification of fair value measurements for disclosure purposes. Inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best available information.

See Note 5 for a summary of the inputs used as of June 30, 2022 and 2021, in determining the fair value of the Foundation's investments.

(k) **Capital assets**—Capital assets are defined as assets with an initial individual cost of more than \$1,000 and an estimated useful life in excess of five years and are recorded at historical cost. If contributed, the asset, with the exception of the collection of decorative and propaganda arts, is recorded at its fair value at the time of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions are recorded as unrestricted support. Additions, improvements and other outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Artwork owned by the Foundation is reflected as nondepreciable capital assets. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, ranging from five to forty years. Capital assets, net of accumulated depreciation, are reported as capital assets in the statements of net position. Capital assets, net of accumulated depreciation and capital-related borrowings, are reported as net investment in capital assets in the statements of net position.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Nature of Organization and Significant Accounting Policies:** (Continued)

The Foundation has elected to exercise the option of not capitalizing the items that meet the definition of “collections” as prescribed by accounting principles generally accepted in the United States. Therefore, the fair value of the donated collection of decorative and propaganda arts is not reflected in the accompanying financial statements. Purchases of collection items are recorded as decreases in unrestricted net position in the year in which the items are acquired or as restricted expendable net position if the assets used to purchase the items are restricted by donors. Proceeds from deaccessions or insurance recoveries are reflected as increases in the appropriate net position classes.

(l) **Unearned revenue**—Unearned revenue is comprised of unearned contributions. The Foundation has received various contributions that are contingent on the construction of CasaCuba. If such evolution prevents the completion of the construction of CasaCuba, the Foundation will need to notify the donor and the donor can either (a) allocate the contribution to another program or (b) donate the funds to another 501(c)(3) charitable organization designated by the donor. The Foundation has \$120,000 in unearned revenue for the fiscal year ended June 30, 2022, and no unearned revenue for the fiscal year ended June 30, 2021.

(m) **Annuity obligations**—The Foundation received a contribution of property in which the donor retains a life interest. The asset is a commercial real estate property, and annual cash distributions are made to the donor under the terms of the agreement. The Foundation recorded the property based on the fair value of the asset received. Initial recognition and subsequent adjustments to the asset carrying values are reported as a change in value of annuity obligations in the accompanying financial statements. The annuity obligation is presented as a liability in the statements of net position. Capital assets, net of accumulated depreciation and annuity obligations, are reported as net investment in capital assets in the statements of net position.

Annuity obligations are recorded when incurred at the present value of the anticipated distributions to be made to the donors’ designated beneficiaries. Distributions are paid over the lives of the beneficiaries. Present values are determined using appropriate discount rates and actuarially determined life expectancies. Annuity obligations are revalued annually at June 30 to reflect actuarial experience; the discount rate is not changed. Any resulting difference between the asset and liability is recognized annually as revenue. The net revaluations, together with any remaining recorded obligation after all trust or gift obligations under terminated agreements have been satisfied, are recorded as net changes in the value of annuity obligations.

(n) **Fiduciary activities**—In March 2016, the National Institutes of Health (“NIH”) awarded a grant in the amount of \$9,500,000 to the University, with annual installments in the amount of \$1,900,000 payable over five years in support of research in the area of minority health and health disparities. Pursuant to the terms of the grant, the NIH requires that the funds be held as an endowment for a period of at least 20 years. Thereafter, the funds may be used to support this research initiative. The University transferred a total of \$9,500,000 as of June 30, 2022 to the Foundation to be held as a term endowment. The endowment will be managed consistent with the Foundation’s policies and procedures. The endowment’s market value is reflected within the Statements of Fiduciary Net Position, and the annual appreciation is presented in the statements of revenues, expenses, and changes in fiduciary net position.

(o) **University support**—University support on the statements of changes in net position includes amounts transferred to related parties or amounts disbursed directly to third parties to benefit the University or its DSOs. These expenses include programs, scholarships, building support and other program related expenses.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Nature of Organization and Significant Accounting Policies:** (Continued)

(p) **Support from Florida International University**—The Foundation’s mission is to raise funds for the benefit of the University and donations are generally restricted for the benefit of the University. As a result, the Foundation receives support for personnel services from the University in order to carry out its administrative and fundraising functions. The University directly funded salaries and benefits of \$7,899,821 and \$9,700,747 for University employees who perform functions for the benefit of the Foundation for the fiscal years ended June 30, 2022 and 2021, respectively. This amount is included in Support from Florida International University on the statements of revenues, expenses, and changes in net position.

(q) **Income taxes**—The Foundation is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The blended component units are Limited Liability Companies, which are wholly owned by the Foundation and therefore disregarded for tax purposes. However, the Foundation is subject to income tax on unrelated business income. The Foundation’s primary source of unrelated business income is from certain investments in private equity partnerships. Income taxes incurred during the year, if any, are estimated to be immaterial to the financial statements.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management has analyzed the tax positions taken and has concluded that as of June 30, 2022 and 2021, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. If the Foundation were to incur an income tax liability in the future, interest and penalties would be reported as income taxes. The Foundation is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

(r) **Concentrations of credit risk**—Financial instruments that potentially subject the Foundation to concentrations of credit risk consist principally of cash and cash equivalents in banks, investments, and promises to give.

In addition to insurance provided by the Federal Depository Insurance Corporation (“FDIC”), all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits, with the exception noted in the preceding paragraph, are insured or collateralized with securities held by the entity or its agent in the entity’s name.

The Foundation maintains certain investment accounts with financial institutions that are not insured by the FDIC. These funds may be subject to insurance by Securities Investor Protection Corporation (“SIPC”), subject to various limitations. At June 30, 2022 and 2021, approximately \$382,771,000 and \$427,087,000, was held in these accounts, respectively. The Foundation believes that the number, diversity and financial strength of the issuers mitigate the credit risks associated with all investments.

(s) **Recent accounting pronouncements**—The Foundation implemented GASB Statement No. 87, *Leases*, in the fiscal year ending June 30, 2022, with retrospective application beginning July 1, 2020. Refer to Note (4) Lease Receivable for additional information.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Nature of Organization and Significant Accounting Policies:** (Continued)

(t) **Reclassifications**—In order to facilitate the comparison of financial data, certain June 30, 2021 amounts have been reclassified to conform to the current year reporting format. These reclassifications had no effect on net position.

(2) **Gift Agreements:**

On July 1, 1997, the Foundation entered into a gift agreement (the “Agreement”) with Mitchell Wolfson, Jr., the Wolfsonian, Inc., and the University, whereby Mitchell Wolfson, Jr. agreed to donate all rights, title and interest in and to all objects constituting The Mitchell Wolfson, Jr. Collection of Decorative and Propaganda Arts (the “Collection”) to the Foundation, subject to an agreement made and entered into by the Wolfsonian, Inc. and Mr. Wolfson, Jr., dated July 29, 1991. The agreement is effective through July 2031, at which time it can be renewed for an additional period of 10 years.

As a result of the Agreement, the Wolfsonian, Inc. has amended its articles of incorporation and bylaws to provide that all of its directors be appointed and removed at any time with or without cause by the Foundation, with the intention to effect a transfer of complete control of all of the assets, interests and obligations of the Wolfsonian, Inc. to the Foundation. On May 26, 1999, the Foundation passed a revision to the bylaws of the Wolfsonian, Inc. to make the Foundation the sole voting member of the Wolfsonian, Inc.

The gifts are conditional upon the provisions outlined in the Agreement, including but not limited to the Foundation continuing the museum and educational activities and operations that were conducted by the Wolfsonian, Inc. As a result of the Agreement, the University and the Foundation have assumed all administrative functions and operating costs of the Wolfsonian activities within the University (Wolfsonian-FIU).

In order for the Foundation to be able to maintain the rights to the Collection, the University is to provide the Wolfsonian-FIU with the same financial support from its general budget as provided to other departments, in order to continue the museum and educational activities and operations of the Wolfsonian-FIU. The University provides support for the Wolfsonian-FIU expenses which include the insurance premium for the art collection, salaries, equipment, administrative expenses, and building security.

In addition, the University provides support for utilities, repairs and maintenance expenses for buildings used by the Wolfsonian-FIU.

On December 10, 2012, the Foundation entered into a gift agreement with the Jewish Museum of Florida (“JMOF”) and the University, whereby JMOF agreed to convey to the Foundation the JMOF Property together with all improvements, furniture, fixtures, equipment and appurtenances. JMOF agreed to transfer to the Foundation all of its endowed funds, financial and other assets and interests in other property. As a result of this agreement, the Foundation also assumed all contractual and other obligations and liabilities of JMOF. The JMOF maintained a museum facility (“JMOF Museum”) at the JMOF Property. In accordance with this gift agreement, JMOF Property is to be used exclusively in support of the JMOF mission 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.



**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(2) **Gift Agreements:** (Continued)

According to the gift agreement, the University will develop a presence for the FIU Judaic Studies Program at the JMOF Property, and the JMOF Museum will be operated and known as the “Jewish Museum of Florida–FIU”. The University shall operate the JMOF Museum and educational and outreach activities in accordance with the guidelines of the American Association of Museums and will maintain the JMOF Museum as a unit of the University within its College of Arts, Sciences & Education. The University and the Foundation will provide the JMOF Museum with the same administrative support afforded to other units pursuant to University and Foundation policies.

(3) **Pledges Receivable:**

Unconditional promises to give, recorded at their estimated fair value and discounted to present value, are summarized as follows:

	<b>June 30,</b>	
	<b>2022</b>	<b>2021</b>
Pledges receivable	\$ 24,932,106	\$ 28,746,003
Less:		
Allowance for doubtful accounts	(2,554,373)	(2,182,435)
Discount on future payments	(1,661,836)	(588,986)
Total pledges receivable, net	<u>\$ 20,715,897</u>	<u>\$ 25,974,582</u>
 Current pledges receivable, net	 \$ 12,281,965	 \$ 14,353,649
Noncurrent pledges receivable, net	8,433,932	11,620,933
Total pledges receivable, net	<u>\$ 20,715,897</u>	<u>\$ 25,974,582</u>

Contributions to be received after one year are discounted using U.S. Treasury yields. The discount on future payments totaled \$1,661,836 and \$588,986 at June 30, 2022 and 2021, respectively. Amortization of the discount on future payments is recorded as an adjustment to contribution revenue. The discount rate on June 30, 2022 and 2021 was 3.01% and 0.87%, respectively.

Effective July 1, 2011, the State of Florida match under the Trust Fund for Major Gifts is temporarily suspended by the Legislature for donations received for this program on or after June 30, 2011. The program may be restarted after \$200 million of the backlog for programs have been matched. The State of Florida did not provide funds for this program during the fiscal year; therefore, these endowment pledges are not recognized. The ultimate collection of these funds is dependent upon future appropriations for this program by the State of Florida Legislature.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
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**(4) Lease Receivable:**

The Foundation evaluated all lease contracts applicable to GASB Statement No. 87, *Leases*, and identified several leases, in which the Foundation is the lessor, that have future minimum lease cash inflows. The Foundation has \$317,885 and \$2,451,674 in lease receivable for the fiscal years ended June 30, 2022 and 2021, respectively. The Foundation recognized \$2,129,326 and \$2,068,690 in lease revenue and \$19,070 and \$19,145 in interest revenue for the fiscal years ended June 30, 2022 and 2021, respectively, related to these leases. Present-value calculations of the lease payments were made utilizing a discount rate of 2.16% for the MARC Building leases and 5.34% for the FEH I leases.

	<b>Lease Term</b>		<b>Present Value of Future Lease Payments</b>		<b>FY2022 Payments</b>			
	<b>Start</b>	<b>End</b>	<b>7/1/2021</b>	<b>6/30/2022</b>	<b>Cash</b>	<b>Receivable</b>	<b>Interest</b>	<b>Revenue</b>
MARC Building	12/1/1999	6/30/2022	\$ 1,917,081	\$ -	\$ 1,935,233	\$ 1,917,081	\$ 18,152	\$ 1,917,081
Zerga Shoes, LLC	5/1/2021	9/30/2023	166,352	93,412	60,400	60,140	260	60,140
Bettant Bakery and Café, Inc.	10/1/2013	9/30/2023	199,693	130,225	72,540	72,228	312	72,228
Safron, LLC	1/1/2016	9/30/2023	168,548	94,248	80,223	79,877	346	79,877
			<u>\$ 2,451,674</u>	<u>\$ 317,885</u>	<u>\$ 2,148,396</u>	<u>\$ 2,129,326</u>	<u>\$ 19,070</u>	<u>\$ 2,129,326</u>

	<b>Lease Term</b>		<b>Present Value of Future Lease Payments</b>		<b>FY2021 Payments</b>			
	<b>Start</b>	<b>End</b>	<b>7/1/2020</b>	<b>6/30/2021</b>	<b>Cash</b>	<b>Receivable</b>	<b>Interest</b>	<b>Revenue</b>
MARC Building	12/1/1999	6/30/2022	\$ 3,832,595	\$ 1,917,081	\$ 1,933,652	\$ 1,915,514	\$ 18,138	\$ 1,915,514
Zerga Shoes, LLC	5/1/2021	9/30/2023	166,352	166,352	5,000	4,967	33	4,967
Bettant Bakery and Café, Inc.	10/1/2013	9/30/2023	256,054	199,693	80,215	79,691	524	79,691
Safron, LLC	1/1/2016	9/30/2023	232,821	168,548	64,274	63,854	419	63,854
Robert Fontaine Gallery, Inc	11/1/2019	12/31/2024	69,782	-	4,695	4,664	31	4,664
			<u>\$ 4,557,604</u>	<u>\$ 2,451,674</u>	<u>\$ 2,087,836</u>	<u>\$ 2,068,690</u>	<u>\$ 19,145</u>	<u>\$ 2,068,690</u>

Future minimum rents under operating leases to be received as of June 30, 2022, are as follows:

<b>For the Year Ending June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Payment</b>
2023	\$ 263,899	\$ 1,096	\$ 264,995
2024	53,986	160	54,146
<b>Total Receipts</b>	<u>\$ 317,885</u>	<u>\$ 1,256</u>	<u>\$ 319,141</u>

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
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**(5) Investments:**

The Foundation maintains an investment structure for managing portfolio assets. This structure includes targets and allowable ranges for investments in various asset classes and investment management styles utilizing a role in portfolio construct that, in aggregate, is expected to produce a sufficient level of overall diversification and total investment returns over the long term. The goal of investment returns, net of investment management fees, is to achieve a total return that is consistent with the requirements of the spending policy and the administrative fee distribution policy. See Note 15 for additional information on these requirements.

The Foundation's investments, including alternative investments, are reported as follows:

	<b>June 30,</b>	
	<b>2022</b>	<b>2021</b>
Domestic equities	\$ 150,209,610	\$ 155,970,071
Global equities	98,864,397	97,796,405
Real assets	12,475,993	-
Fixed income	19,144,886	71,738,205
Hedge funds	10,973,854	29,176,871
Private investments	79,246,236	69,406,855
Land held for investments	15,340,150	1,411,550
Total investments	<u>\$ 386,255,126</u>	<u>\$ 425,499,957</u>
Less: fiduciary fund equity interest	11,215,537	12,759,008
Total investments of the Foundation	<u><u>\$ 375,039,589</u></u>	<u><u>\$ 412,740,949</u></u>

Total investment earnings (losses) for the fiscal years ended June 30, 2022 and 2021, totaled (\$25,423,340) and \$87,296,896, of which (\$24,121,505) and \$63,059,221 was applied to individual endowments, respectively. Investment earnings are reported net of related expenses for custodial fees, investment management and incentive fees, mutual fund expenses and investment consulting fees. Custodial fees, investment management fees and incentive fees paid during the fiscal year ended June 30, 2022 and 2021, totaled \$3,302,934 and \$4,493,816, respectively. Investment consultant fees totaled \$705,776 and \$809,005 for the fiscal years ended June 30, 2022 and 2021, respectively.

The Foundation's investments reported on the statement of financial position are reduced by the equity interest of fiduciary funds managed by the Foundation. The Foundation measures amounts held on behalf of fiduciary funds at fair value on a quarterly basis. The fair value of these underlying assets are presented in the total investments in the above table for the fiscal years ended June 30, 2022 and 2021. See fiduciary fund statement of net position for additional information.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
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(5) **Investments:** (Continued)

**Interest Rate Risk:** Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The future maturities of the securities held in domestic fixed income at June 30, 2022 are as follows:

<u>Type of Investment</u>	<u>Fair Market Value</u>	<u>Investment Maturities (In Years)</u>		
		<u>Less Than 1</u>	<u>1-5</u>	<u>6-10</u>
Domestic Fixed Income	\$ 19,143,686	\$ -	\$ 19,143,686	\$ -
<b>Total</b>	<u>\$ 19,143,686</u>	<u>\$ -</u>	<u>\$ 19,143,686</u>	<u>\$ -</u>

The future maturities of the securities held in domestic fixed income at June 30, 2021 are as follows:

<u>Type of Investment</u>	<u>Fair Market Value</u>	<u>Investment Maturities (In Years)</u>		
		<u>Less Than 1</u>	<u>1-5</u>	<u>6-10</u>
Domestic Fixed Income	\$ 71,737,005	\$ -	\$ 43,451,486	\$ 28,285,519
<b>Total</b>	<u>\$ 71,737,005</u>	<u>\$ -</u>	<u>\$ 43,451,486</u>	<u>\$ 28,285,519</u>

**Credit Risk:** Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. At June 30, 2022, the securities held in domestic fixed income had credit quality ratings by Standard & Poor's as follows:

**Debt Investment Credit Quality Ratings**

<u>Type of Investment</u>	<u>Fair Market Value</u>	<u>A+</u>	<u>BBB</u>
Domestic Fixed Income	\$ 19,143,686	\$ 19,143,686	\$ -
<b>Total</b>	<u>\$ 19,143,686</u>	<u>\$ 19,143,686</u>	<u>\$ -</u>

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
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(5) **Investments:** (Continued)

At June 30, 2021, the securities held in domestic fixed income had credit quality ratings by Standard & Poor's as follows:

**Debt Investment Credit Quality Ratings**

<u>Type of Investment</u>	<u>Fair Market Value</u>	<u>A+</u>	<u>BBB</u>
Domestic Fixed Income	\$ 71,737,005	\$ 28,285,519	\$ 43,451,486
<b>Total</b>	<u>\$ 71,737,005</u>	<u>\$ 28,285,519</u>	<u>\$ 43,451,486</u>

GASB Statement No. 72, *Fair Value Measurement and Application*, establishes a framework for determining fair value through a hierarchy that prioritizes the inputs in valuation techniques used to measure fair value. The three-level valuation hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The inputs are summarized in the three-level valuation hierarchy as follows:

**Level 1** – Valuation is based on unadjusted quoted prices for identical assets or liabilities in active markets (e.g., exchange traded securities). An active market is defined as a market in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

**Level 2** – Valuation is based on significant observable inputs, either directly or indirectly, at the measurement date such as:

- (i) quoted prices for similar assets or liabilities in active markets;
- (ii) quoted prices for identical assets and liabilities in markets that are not active;
- (iii) observable inputs, other than quoted prices, for similar or identical assets and liabilities; or
- (iv) inputs that are derived from or corroborated by observable market data by correlation or other means.

**Level 3** – Valuation is based on unobservable inputs for an asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available. However, the fair value measurement objective remains the same, that is, an exit price from the perspective of a market participant. Therefore, unobservable inputs reflect the Investment Manager's own assumptions about the assumptions that market participants would use in valuing the asset or liability, including assumptions about risk.

Unobservable inputs are developed based on the best information available in the circumstances, which might include the Investment Manager's own data. The Investment Manager's own data used to develop unobservable inputs are adjusted if information is reasonably available without undue cost and effort that indicates market participants would use different assumptions. Investment types that have been valued using this approach generally include investments in investee funds that have lock-ups that are greater than 12 months.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
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(5) **Investments:** (Continued)

Equity investments that are listed on national securities exchanges, quoted on NASDAQ or on the over-the-counter market are valued at the last reported sale price, or in the absence of a recorded sale, at a value between the most recent bid and asked prices. Mutual funds held by the Foundation that are deemed to be actively traded, are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. Fixed income securities are valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing values on yield currently available on comparable securities of issuers with similar credit ratings. Alternative investments for which quoted market prices are not available include hedge funds and private investments. The estimated fair value of alternative investments is based on the net asset value of the fund or other valuation methods. The Foundation reviews and evaluates the values and assesses the valuation methods and assumptions used in determining the fair value of the alternative investments. Because alternative investments are not readily marketable, their estimated value is subject to uncertainty and therefore may differ from the value that would have been used had a readily available market for such investments existed, and differences could be material.

Land held for investment is carried at fair value and is updated periodically based on recent market conditions and outside appraisals obtained on its value.

The following tables set forth by levels, within the fair value hierarchy, the Foundation's investments measured at fair value on a recurring basis as of June 30, 2022:

**Fair Value Measurements Using**

<b>Investments by fair value level</b>	<b>Amount</b>	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>
Domestic equities	\$ 150,209,610	\$ 150,209,610	\$ -	\$ -
Global equities	98,864,397	98,864,397	-	-
Real assets	12,475,993	12,475,993		
Fixed income	19,143,686	19,143,686	-	-
Land held for investments	15,340,150	-	-	15,340,150
<b>Total investments by fair value level</b>	<b>\$ 296,033,836</b>	<b>\$ 280,693,686</b>	<b>\$ -</b>	<b>\$ 15,340,150</b>

**Investments measured at the net asset value (NAV)<sup>1</sup>**

Fixed income	1,200
Hedge funds	10,973,854
Private investments	79,246,236
<b>Total investments measured at NAV<sup>1</sup></b>	<b>90,221,290</b>
Fiduciary fund equity interest	(11,215,537)
<b>Total investments measured at fair value</b>	<b>\$ 375,039,589</b>

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(5) **Investments:** (Continued)

The following tables set forth by levels, within the fair value hierarchy, the Foundation's investments measured at fair value on a recurring basis as of June 30, 2021:

Fair Value Measurements Using				
Investments by fair value level	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Domestic equities	\$ 155,970,071	\$ 155,970,071	\$ -	\$ -
Global equities	82,130,848	82,130,848	-	-
Fixed income	71,737,005	71,737,005	-	-
Land held for investments	1,411,550	-	-	1,411,550
<b>Total investments by fair value level</b>	<b>\$ 311,249,474</b>	<b>\$ 309,837,924</b>	<b>\$ -</b>	<b>\$ 1,411,550</b>

**Investments measured at the net asset value (NAV)<sup>1</sup>**

Global equities	15,665,557
Fixed income	1,200
Hedge funds	29,176,871
Private investments	69,406,855
<b>Total investments measured at NAV<sup>1</sup></b>	<b>114,250,483</b>
Fiduciary fund equity interest	(12,759,008)
<b>Total investments measured at fair value</b>	<b>\$ 412,740,949</b>

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
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(5) **Investments:** (Continued)

The following table discloses the nature and risk of investments for which fair value has been estimated using the net asset value per share (NAV) of the investments as a practical expedient as of June 30, 2022:

<b>Investments measured at NAV<sup>1</sup></b>	<b>Fair Value</b>	<b>Unfunded Commitments</b>	<b>Redemption Frequency (if Currently Eligible)</b>	<b>Redemption Notice Period</b>
Fixed income:				
Global bonds (b)	\$ 1,200	\$ -	Monthly	10 days
Hedge funds:				
Long/short equity (c)	10,798,100	-	Monthly - Every 3 Years <sup>2</sup>	60 - 90 days
Event driven/open mandate (d)	175,754	-	Quarterly <sup>2</sup>	90 days
Private investments:				
Private equity (e)	52,286,682	80,458,832	Illiquid	N/A
Venture capital (f)	26,959,554	1,305,000	Illiquid	N/A
<b>Total investments measured at NAV<sup>1</sup></b>	<b>\$ 90,221,290</b>	<b>\$ 81,763,832</b>		

The following table discloses the nature and risk of investments for which fair value has been estimated using the net asset value per share (NAV) of the investments as a practical expedient as of June 30, 2021:

<b>Investments measured at NAV<sup>1</sup></b>	<b>Fair Value</b>	<b>Unfunded Commitments</b>	<b>Redemption Frequency (if Currently Eligible)</b>	<b>Redemption Notice Period</b>
Equities:				
Global equities (a)	\$ 15,665,557	\$ -	Monthly - Quarterly	6 - 60 days
Fixed income:				
Global bonds (b)	1,200	-	Monthly	10 days
Hedge funds:				
Long/short equity (c)	24,395,804	-	Monthly - Every 3 Years <sup>2</sup>	30 - 180 days
Event driven/open mandate (d)	4,781,067	-	Quarterly - Annually <sup>2</sup>	45 - 90 days
Private investments:				
Private equity (e)	38,591,286	30,588,501	Illiquid	N/A
Venture capital (f)	30,815,569	1,285,000	Illiquid	N/A
<b>Total investments measured at NAV<sup>1</sup></b>	<b>\$ 114,250,483</b>	<b>\$ 31,873,501</b>		



**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(5) **Investments:** (Continued)

<sup>1</sup> In accordance with GASB No. 72, certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of net position.

<sup>2</sup> Ten percent of the redemption value is customarily held back by the hedge funds manager, for a period up to one year, pending a final audit of the fund for the year of exit.

(a) **Global equities**—This category includes investments in publicly listed equities of companies domiciled globally.

(b) **Global bonds**—This category includes investments in globally listed public debt instrument.

(c) **Long/short equity**—This category includes investments in hedge funds that invest domestically and globally in both long and short common stocks across all market capitalizations. These investments offer a low correlation to traditional long-only equity benchmarks in order to achieve an absolute return. Management of hedge funds may opportunistically shift investments across sectors, geographies, and net market exposures.

(d) **Event driven/open mandate**—This category includes investments in hedge funds that invest in event-driven strategies, including merger arbitrage, distressed debt, and convertible arbitrage to achieve returns.

(e) **Private equity**—This category includes investments in several limited partnership funds that invest in equity securities and debt of private companies or conduct buyouts of public companies resulting in a delisting of public equity. The nature of the investment in this category prohibits redemptions through the duration of the partnership, which ranges between 10 to 15 years. Distributions are received through the liquidation of underlying assets of the funds.

(f) **Venture capital**—This category includes investments in several limited partnership funds that invest in early-stage, high-potential startup companies or small businesses that do not have access to public funding. The nature of the investment in this category prohibits redemptions through the duration of the partnership, which ranges between 10 to 15 years. Distributions are received when underlying companies are exited via acquisition or initial public offering (“IPO”).

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
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**(6) Capital Assets:**

	<b>Balance July 1, 2021</b>	<b>Additions</b>	<b>Deletions</b>	<b>Balance June 30, 2022</b>
Buildings and improvements	\$ 22,710,073	\$ -	\$ (17,151,761)	\$ 5,558,312
Less: accumulated depreciation	(8,335,165)	(634,084)	7,598,751	(1,370,498)
Net buildings and improvements	<u>14,374,908</u>	<u>(634,084)</u>	<u>(9,553,010)</u>	<u>4,187,814</u>
 Furniture and equipment	 1,115,599	 -	 (252,724)	 862,875
Less: accumulated depreciation	(723,013)	(100,770)	135,037	(688,746)
Net furniture and equipment	<u>392,586</u>	<u>(100,770)</u>	<u>(117,687)</u>	<u>174,129</u>
 Nondepreciable capital assets	 22,000	 3,448,084	 -	 3,470,084
 Total capital assets, net	<u><u>\$ 14,789,494</u></u>	<u><u>\$ 2,713,230</u></u>	<u><u>\$ (9,670,697)</u></u>	<u><u>\$ 7,832,027</u></u>

	<b>Balance July 1, 2020</b>	<b>Additions</b>	<b>Deletions</b>	<b>Balance June 30, 2021</b>
Buildings and improvements	\$ 22,675,013	\$ 55,441	\$ (20,381)	\$ 22,710,073
Less: accumulated depreciation	(7,699,011)	(636,969)	815	(8,335,165)
Net buildings and improvements	<u>14,976,002</u>	<u>(581,528)</u>	<u>(19,566)</u>	<u>14,374,908</u>
 Furniture and equipment	 1,130,545	 -	 (14,946)	 1,115,599
Less: accumulated depreciation	(629,490)	(108,469)	14,946	(723,013)
Net furniture and equipment	<u>501,055</u>	<u>(108,469)</u>	<u>-</u>	<u>392,586</u>
 Nondepreciable capital assets	 22,000	 -	 -	 22,000
 Total capital assets, net	<u><u>\$ 15,499,057</u></u>	<u><u>\$ (689,997)</u></u>	<u><u>\$ (19,566)</u></u>	<u><u>\$ 14,789,494</u></u>

Depreciation expense was \$734,854 and \$744,623 for the fiscal years ended June 30, 2022 and 2021, respectively.

**(7) Other Current Assets:**

Other current assets include the cash surrender value of life insurance policies in the amount of \$399,999 and \$373,853 at June 30, 2022 and 2021, respectively. The net benefit value of the underlying life insurance in force was \$9,991,343 and \$9,216,343 at June 30, 2022 and 2021. Various individuals have donated the policies, with the Foundation designated as beneficiary and owner.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(8) Notes Payable:**

On January 20, 2000, the Miami-Dade County Educational Facilities Authority (the "Authority") issued \$13,000,000 tax-exempt revenue bonds (Florida International University Foundation Project – Series 1999). These bonds are payable from and secured by a pledge of payments to be made to the Authority under a loan agreement dated December 1, 1999, between the Foundation, Inc. and the Authority.

The bonds are secured by an irrevocable letter of credit issued by a commercial bank as described below. The Foundation will finance the payments to the Authority under the loan agreement with lease payments received from the University under an operating lease (see Note 14). The \$13,000,000 original principal amount was issued under a variable rate structure with a final maturity date of May 1, 2022. The variable rate on 50% of the original issue, \$6,500,000, was synthetically fixed at 4.63% by way of an interest rate swap agreement with a commercial bank and expired on February 1, 2015. The bond proceeds were used to acquire, construct and equip the Management and Advanced Research Center (MARC), a multi-function support complex located on the University campus in Miami-Dade County and to pay issuance costs. The Foundation paid off the outstanding principal balance of \$1,075,000 as of June 30, 2022. For the fiscal years ended June 30, 2022 and 2021, total interest incurred and paid was \$11,198 and \$33,109, respectively.

Under the loan agreement noted above, the Foundation is obligated under certain debt covenants, with which they are in compliance.

The bonds were repurchased by the Trustee under the SunTrust Bank letter of credit due to the diminishing ability to remarket the variable rate demand bonds in the public marketplace. On July 30, 2010, the commercial bank converted the variable rate demand bonds into a five-year tax-exempt qualified loan. After the initial five-year period, the bank would have the right to require the Foundation to refinance the bank qualified loan or could agree to extend the maturity date for an additional five-year period. The Foundation agrees to pay interest at a rate of 67% of one-month LIBOR plus 1.68%. With the passage of The Tax Cuts and Jobs Act of 2017, effective January 1, 2018, the maximum federal corporate income tax rate decreased from 35% to 21%, resulting in an increase in the applicable interest rate by a factor of 1.22, retroactive to January 1, 2018. The interest rate at June 30, 2022 and 2021, is 2.41% and 2.12%, respectively. The bond matured on May 1, 2022. The Foundation paid \$52,213 in refinancing fees to complete this transaction. Since the terms remained substantially the same and the present value of the cash outflows is not substantially different, this is not considered an exchange of debt instruments and therefore, all remains unchanged.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(8) **Notes Payable:** (Continued)

The debt activity for the fiscal years ended June 30, 2022 and 2021 is as follows:

	<b>Beginning Balance 7/1/2021</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance 6/30/2022</b>	<b>Due Within One Year</b>
Notes payable	\$ 1,075,000	\$ -	\$ (1,075,000)	\$ -	\$ -
	<u>\$ 1,075,000</u>	<u>\$ -</u>	<u>\$ (1,075,000)</u>	<u>\$ -</u>	<u>\$ -</u>

	<b>Beginning Balance 7/1/2020</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance 6/30/2021</b>	<b>Due Within One Year</b>
Notes payable	\$ 2,035,000	\$ -	\$ (960,000)	\$ 1,075,000	\$ 1,075,000
	<u>\$ 2,035,000</u>	<u>\$ -</u>	<u>\$ (960,000)</u>	<u>\$ 1,075,000</u>	<u>\$ 1,075,000</u>

(9) **Annuity Obligations:**

FEH I became the owner of real property located at 1035 and 1049 Washington Avenue, Miami Beach, Florida, pursuant to an agreement with Mitchell Wolfson, Jr., and the Washington Storage Co. ("WSC") to convey the Property to the FEH I for the benefit of the Wolfsonian-FIU. As part of the agreement with the WSC, the FEH I executed an Assignment and Assumption of Leases on March 29, 2011, and assumed all of the rights formerly held by WSC with regard to its lease agreements.

The Property and/or net proceeds derived therefrom shall be used exclusively for the benefit of the Wolfsonian-FIU, and any net income or proceeds generated from the Property, after the satisfaction of the annual payments herein and reimbursement to the University, Foundation or FEH I of all expenses with respect to the Property, shall be used solely for the support and benefit of the Wolfsonian-FIU. Donor agrees that the Property may be used as a net revenue source for the Wolfsonian-FIU, including but not limited to expansion of the Wolfsonian-FIU Facilities and/or other income-generating projects such as the construction of the Wolfsonian-FIU facilities and/or other income-generating projects such as the construction of a parking garage structure, with the expressed intent of achieving the highest and best use of the Property for the sole benefit of the Wolfsonian-FIU.

In return for the transfer of the Property and assignment of the leases to the FEH I, the Foundation or FEH I agreed to satisfy the donor's obligation under the current mortgage of \$386,000; pay the 2010 property taxes on the real estate; pay the documentary stamp taxes and Miami Dade County surtax in connection with closing; pay the donor an annual sum of \$84,000 commencing on April 1, 2011, and continuing until the demise of the donor. The payment shall be paid by the Foundation in all events without regard to income or proceeds generated by the Property.

Actuarial assumptions published by the Social Security Administration, actuarial publications period life table and a discount rate of 5% were used in calculating the present value of the anticipated distributions to be made to the donor.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(9) **Annuity Obligations:** (Continued)

Annuity obligations for the fiscal years ended June 30, 2022 and 2021 are as follows:

	<b>Beginning Balance 7/1/2021</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance 6/30/2022</b>	<b>Due Within One Year</b>
Annuity obligations	\$ 637,677	\$ 31,857	\$ (84,000)	\$ 585,534	\$ 89,985
	<u>\$ 637,677</u>	<u>\$ 31,857</u>	<u>\$ (84,000)</u>	<u>\$ 585,534</u>	<u>\$ 89,985</u>

	<b>Beginning Balance 7/1/2020</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance 6/30/2021</b>	<b>Due Within One Year</b>
Annuity obligations	\$ 639,381	\$ 84,000	\$ (85,704)	\$ 637,677	\$ 89,985
	<u>\$ 639,381</u>	<u>\$ 84,000</u>	<u>\$ (85,704)</u>	<u>\$ 637,677</u>	<u>\$ 89,985</u>

The fair value of the assets held, included in fixed assets in the accompanying statements of financial position and corresponding liability to the donor, included in annuity obligations, are as follows:

	<b>Fixed Asset</b>	<b>Annuity obligation to Donor</b>	<b>Net</b>
Life Annuity	<u>\$ 2,100,000</u>	<u>\$ 486,055</u>	<u>\$ 1,613,945</u>

The Foundation has received, as of June 30, 2022 and 2021, \$155,000 in gifts under charitable remainder annuity trust agreements. The Foundation recognized the contributions received as revenue during the period that the trust was established. The amount of the contribution was the fair value of the trust assets less the fair value of the estimated annuity payments to be paid annually over the expected life of the annuities. The Foundation recorded the present value of the annuities, as required by Florida Statute Section 627.481, as annuity obligations in the statements of net position totaling \$99,478 and \$94,767 at June 30, 2022 and 2021, respectively.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(10) Net Investment in Capital Assets:**

The net investment in capital assets category reflects total capital assets, net of accumulated depreciation, less any capital-related borrowings. The following summarizes the balances as of:

	<b>June 30,</b>	
	<b>2022</b>	<b>2021</b>
MARC Building		
Building and improvements, net	\$ -	\$ 10,045,948
Furniture and equipment, net	174,129	392,586
Artwork	22,000	22,000
Notes payable	-	(1,075,000)
FEH I		
Building, net	1,509,375	1,561,875
Annuity obligation	(486,055)	(542,910)
FEH II		
Building, net	2,678,439	2,767,085
FEH VI		
Land	3,448,084	-
<b>Net investment in capital assets</b>	<b>\$ 7,345,972</b>	<b>\$ 13,171,584</b>

**(11) Restricted Net Position:**

At June 30, 2022 and 2021, the restricted nonexpendable endowments net position of \$198,540,065 and \$191,376,258, respectively, consisted of endowment funds. Investment earnings earned by endowment funds are available for spending based on the Foundation's spending policy. The spending rate is determined by the Foundation's Board at its annual meeting. The spending rate for the year ending June 30, 2022 and 2021 was 6.0%, 4.0% to support donor-designated scholarships and programs and 2.0% for the administrative fee. The spendable earnings are recorded as increases to the restricted expendable net position.

At June 30, 2022 and 2021, the restricted expendable net position of \$145,013,261 and \$183,178,127 includes \$85,752,345 and \$85,033,786, respectively, of undistributed earnings related to endowment funds, which represents gifts that are subject to donor-imposed restrictions, either for a specific purpose or subject to the passage of time. Restricted expendable amounts also include earnings on permanently restricted endowments that have not yet been appropriated for expenditure.

**(12) Contributions to University Building Program:**

Contributions are received by the Foundation to support construction projects of the University. These projects are handled by the University, are on University property and become assets of the University upon completion. These funds may be further matched by a State of Florida matching program for construction. Prior to the request of matching funds and the commencement of the construction project, the Foundation transfers these contributions to the University.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(12) Contributions to University Building Program:** (Continued)

During the fiscal years ended June 30, 2022 and 2021, the Foundation received \$5,191,054 and \$5,331,777, respectively, from donors to support numerous construction projects, as follows:

	<u>2022</u>	<u>2021</u>
The Trish and Dan Bell Chapel	\$ 2,282,800	\$ 25,000
CasaCuba Building Fund	1,095,375	3,441,700
Maurice A. Ferré Institute for Civic Leadership	625,000	-
The Herbert and Nicole Wertheim School of Music and Performing Arts Atrium	500,000	-
FIU Athletics Women's Facility Campaign	347,847	-
Tennis Center	138,005	150,000
Wolfsonian Capital Projects	56,300	15,000
Engineering Building	45,000	-
ICTB Research and Education Center at the Kampong	30,000	300,000
Alumni Center Building	22,107	48,276
Soccer Field Renovation	22,000	-
Josh Richardson Memorial Groundbreaking Plaza at FIU	20,000	-
Law Student Lounge Renovation	5,300	-
SIPA Bricks and Mortar Building	530	260
Stocker Astrophysics Center Building	333	216
The Ruth K. and Shepard Broad Auditorium	208	210
Founders Park	135	130
CBA Building Complex	114	985
Knight Foundation School of Computing and Information		
Sciences Building Fund	-	1,000,000
World Center for Tropical Botany	-	350,000
Total contributions received in support of University building programs	<u>\$ 5,191,054</u>	<u>\$ 5,331,777</u>

**(13) Commitments and Contingencies:**

***Loan Guarantees***

In December of 2017, the Foundation Board authorized and approved to guarantee low-interest loans, up to \$1,000,000, to qualifying Florida International University employees, who are members of the University Credit Union, for purposes of hurricane relief as a result of Hurricane Irma. A total of \$989,800 was issued to qualifying employees with maturity dates through January 2023. The outstanding loan amount as of June 30, 2022 and 2021 was \$37,990 and \$174,567, respectively. As of June 30, 2022 and 2021, there have been six and two loan defaults totaling \$9,092 and \$5,035, respectively.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(13) **Commitments and Contingencies:** (Continued)

***Doral Property***

In October of 2017, FEH V purchased the Doral Property, which required environmental remediation. FEH V received approval from the Division of Environmental Resources Management (DERM) on a Corrective Action Plan (CAP) for the remediation. As part of the CAP, an environmental consultant was engaged to provide construction oversight, monitoring, and reporting to DERM on a monthly basis. A construction firm was selected and hired through a competitive bid solicitation process to complete the removal of solid waste. The environmental consultant filed the Certificate of Completion (COC) for the CAP requirements with DERM on October 26, 2020. DERM approved the COC with conditions to conduct groundwater and surface water monitoring for at least one year. The environmental consultant was further engaged to collect the water quality data and submit reports to DERM on a quarterly basis.

As a result of the unfavorable water quality data, DERM is requiring that the stockpiles of screened soil be removed from the site and properly disposed. A competitive solicitation process is underway to select and hire a construction firm to complete the work. The environmental consultant will again be engaged to provide construction oversight, monitoring, and reporting to DERM. The anticipated expense related to the removal and disposal of screened soil is approximately \$1,240,000, which is reflected as accounts payable and accrued expenses in the statements of net position as of June 30, 2022.

***Letter of Credit***

As part of a gift acceptance on June 29, 2005, the Foundation accepted all rights and responsibilities for two worker's compensation claims. On August 20, 2007, the Foundation was required to enter into a letter of credit agreement with a commercial bank that permitted the Foundation to borrow up to \$100,000 in favor of the Florida Self Insurers Guaranty Association (FSIGA) to guaranty the worker's compensation obligations. As of June 30, 2022, the Foundation has not used any of the available balance in the letter of credit.

(14) **Related Party Transactions:**

On December 1, 1999, the Foundation entered into a ground lease agreement with the Board of Regents of the State University System of the State of Florida for and on behalf of the University. Under this agreement, the Foundation, as lessee, has leased the grounds on which the MARC Building was built, as described in Note 8. The consideration required to be paid by the Foundation is \$10 annually. The lease will expire on the latter of December 31, 2024, or the final payment date under the letter of credit agreement, as described in Note 8. The final payment on the letter of credit agreement was made in May 2022. Total amounts paid to the Foundation under this agreement were \$1,935,233 and \$1,834,138 for the fiscal years ended June 30, 2022 and 2021, respectively.



**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(14) **Related Party Transactions:** (Continued)

On December 1, 1999, the Foundation also entered into an operating lease with the Board of Regents on behalf of the University to lease the 75,000 square foot MARC Building to the University. The financing of the payments under the letter of credit agreement and the loan agreement, as described in Note 8, will be secured by the pledged lease payments from the University. The University has agreed to pay the Foundation, as lessor, rent in the amount equal to all amounts due and payable by the Foundation under the letter of credit agreement, if any, and the loan agreement. The payments also include any costs of operating and maintaining the MARC Building, in addition to amounts necessary to pay any unanticipated and extraordinary costs. The lease commenced during August 2002 when the MARC Building became operational.

On May 1, 2022, the Foundation made the final payment on the letter of credit. As per the terms of the ground lease, the Foundation completed the transfer of the MARC Building to the University, at carrying value, on June 30, 2022. The carrying value of the building, improvements, and furniture and fixtures is reflected as \$9,670,696 of nonoperating expenses in the current year. The MARC Building has an estimated replacement cost of approximately \$34 million.

The Foundation's mission is to raise funds for the benefit of the University and donations are generally restricted for the benefit of the University. As a result, the Foundation receives support for personnel services from the University in order to carry out its administrative and fundraising functions. The University directly funded salaries and benefits of \$7,899,821 and \$9,700,747 for University employees that perform functions for the benefit of the Foundation for the fiscal years ended June 30, 2022 and 2021, respectively. This amount is included in Support from Florida International University on the statements of revenues, expenses, and changes in net position.

(15) **Endowments:**

The Foundation's endowment consists of funds established for a variety of purposes. Its endowment includes donor-restricted endowment funds and funds designated by the Board of Directors to function as an endowment ("quasi-endowment"). As required by accounting principles generally accepted in the United States of America, net position associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

***Interpretation of Relevant Law***

The Board of Directors of the endowment has interpreted the Florida Uniform Management of Institutional Funds Act as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as restricted net position (a) the original value of gifts donated to the permanent endowment and (b) the original value of subsequent gifts to the permanent endowment.

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(15) **Endowments:** (Continued)

Included within the disclosures of restricted expendable net position below are amounts totaling (\$1,543,471) and \$2,774,096 for the fiscal years ended June 30, 2022 and 2021, respectively, which are related to the market appreciation/(depreciation) of the term endowment held on behalf of the University. The balance of the corpus and the appreciation/(depreciation) is reflected within the Statements of Revenues, Expenses, and Changes in Fiduciary Net Position.

As of June 30, 2022, restricted net position consisted of the following:

	<b>Restricted Expendable*</b>	<b>Restricted: None expendable Endowments</b>	<b>Total</b>
Restricted net position, beginning of year 7/1/2021	\$ 85,033,786	\$ 191,376,258	\$ 276,410,044
Endowment investment earnings (losses):			
Interest, dividends and realized gains	16,491,113	-	16,491,113
Unrealized losses	(40,612,618)	-	(40,612,618)
Total endowment investment earnings (losses)	(24,121,505)	-	(24,121,505)
Contributions and other revenues	9,563	7,050,497	7,060,060
Appropriation of endowment assets for expenditure	(9,883,301)	-	(9,883,301)
Appropriation for administrative fee 2%	(3,286,198)	-	(3,286,198)
Donor directed release of restriction	-	113,310	113,310
Board designated quasi-endowment	38,000,000	-	38,000,000
Restricted net position, end of year 6/30/2022	<u>\$ 85,752,345</u>	<u>\$ 198,540,065</u>	<u>\$ 284,292,410</u>

As of June 30, 2021, restricted net position consisted of the following:

	<b>Restricted Expendable*</b>	<b>Restricted: None expendable Endowments</b>	<b>Total</b>
Restricted net position, beginning of year 7/1/2020	\$ 33,674,990	\$ 185,009,260	\$ 218,684,250
Endowment investment earnings:			
Interest, dividends and realized gains	40,639,344	-	40,639,344
Unrealized gains	22,419,877	-	22,419,877
Total endowment investment earnings	63,059,221	-	63,059,221
Contributions and other revenues	10,988	6,254,386	6,265,374
Appropriation of endowment assets for expenditure	(8,784,457)	-	(8,784,457)
Appropriation for administrative fee 2%	(2,924,685)	-	(2,924,685)
Donor directed changes in restriction	(2,271)	112,612	110,341
Restricted net position, end of year 6/30/2021	<u>\$ 85,033,786</u>	<u>\$ 191,376,258</u>	<u>\$ 276,410,044</u>

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(15) **Endowments:** (Continued)

- \* The restricted expendable net position shown above only includes the investment earnings on the restricted nonexpendable endowments and term endowments that have not yet been appropriated for expenditure by the Foundation.

As a result of market declines, the fair value of certain donor-restricted endowments was less than the historical costs value (corpus), and, therefore, the endowments are considered to be underwater. The fair value deficiencies of underwater endowments were \$5,326,817 at June 30, 2022. There were no underwater endowments at June 30, 2021.

***Return Objectives and Risk Parameters***

The Foundation has adopted investment policies and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for donor-specified periods. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce a long-term rate of return on assets while assuming a moderate level of investment risk. The Foundation expects its endowment funds, over time, to achieve, at a minimum, a real (inflation-adjusted) total return, net of investment management fees, that is consistent with spending requirements.

***Strategies Employed for Achieving Objectives***

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

***Spending Policy and How the Investment Objectives Relate to Spending Policy***

The Foundation's spending policy states that the Finance and Audit Committee will recommend, subject to approval by the Board of Directors, the annual spending distribution to be made to endowed accounts. The spending distribution is computed as a percentage of the endowment's average market value (gift corpus plus undistributed investment earnings since inception) over 12 consecutive quarters ending on December 31 and distributed at the close of the Foundation's fiscal year.

Spending distributions are dependent on the Foundation's investment returns and are therefore not guaranteed. If, in any given year, investment losses reduce the endowment's market value below original corpus, future spending distributions are contingent on first restoring the endowment to its original corpus before any distribution is made for spending. This is consistent with the Foundation's objectives to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term and to provide additional real growth through new gifts and investment return. As of June 30, 2022 and 2021, the amount included in the endowment's temporarily restricted balance and approved for future spending on program support was \$9,883,301 and \$8,784,457, respectively.

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## **COMPLIANCE REPORT**

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

Members of the Board of Directors and  
the Finance Committee and Audit Subcommittee,  
Florida International University Foundation, Inc.:

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Florida International University Foundation, Inc. (the Foundation), a direct support organization and component unit of Florida International University, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Foundation's basic financial statements, and have issued our report thereon dated October 21, 2022.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Foundation's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Foundation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

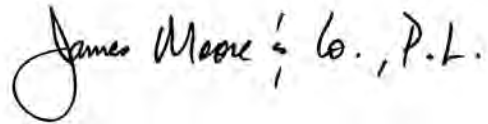
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Foundation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Gainesville, Florida  
October 21, 2022

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

December 6, 2022

**Subject: Florida International University Research Foundation Inc., Financial Audit,  
2021-22**

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**Proposed Committee Action:**

Recommend acceptance by the Florida International University Board of Trustees of the Florida International University Research Foundation, Inc. Financial Audit for the 2021-22 Fiscal Year and authorize the President of the Florida International University Research Foundation, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

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**Background information:**

Pursuant to Regulation FIU-1502(2)(g), Direct Support Organizations, the Florida International University Research Foundation, Inc. must submit an independently conducted financial audit of its accounts and records, which has been recommended by the University President to the Florida International University Board of Trustees for review and acceptance.

The Florida International University Research Foundation, Inc. Financial Audit for 2021-22 was approved by the Florida International University Research Foundation, Inc. Board of Directors on October 13, 2022, and the University President is recommending its acceptance.

Florida Board of Governors Regulation 9.011(5) University Direct Support Organizations and Health Services Support Organizations, states in relevant part:  
Support organizations shall provide for an annual audit conducted pursuant to university regulations or policies. The annual audit report shall be submitted to the university board of trustees for review. The audit report shall be submitted to the Board of Governors, and the Auditor General.

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**Supporting Documentation:**

James Moore & Co., October 13, 2022 letter to the Audit Committee of the Florida International University Research Foundation, Inc.

Florida International University Research Foundation, Inc. Financial Audit, 2021-22

**Facilitator/Presenter:**

Aime Martinez

October 13, 2022

To the Audit Committee,  
Florida International University Research Foundation, Inc.:

We have audited the financial statements of the Florida International University Research Foundation, Inc. (the Research Foundation), a direct-support organization and component unit of Florida International University, as of and for the years ended June 30, 2022, and have issued our report thereon dated October 13, 2022. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated February 23, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Research Foundation solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, other individuals in our firm, and our firm have complied with all relevant ethical requirements regarding independence.



## **Significant Risks**

Professional standards require that we, as auditors, identify during the planning stage of the audit significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the planning stage of the audit process, we identified the following significant risks that could potentially impact the Research Foundation:

- Override of internal controls by management
- Improper revenue recognition
- Improper valuation of international accounts

We designed our audit procedures to address these risks. If during the course of the audit we had any findings related to these other risks, we would communicate those findings to you. We have no findings associated with any of these risks that our audit was designed to consider, and no issues were noted that impacted our ability to render an opinion on the financial statements.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Research Foundation is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There are no significant accounting estimates affecting the financial statements.

### *Financial Statement Disclosures*

The notes to the financial statements are neutral, consistent and clear.

## **Significant Unusual Transactions**

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We encountered no significant unusual transactions during our audit.

## **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected misstatements for the year ended June 30, 2022.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. No adjustments were proposed as a result of our auditing procedures.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Research Foundation's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which were included in the management representation letter provided to us dated October 13, 2022.

### **Management's Consultations with Other Accountants**

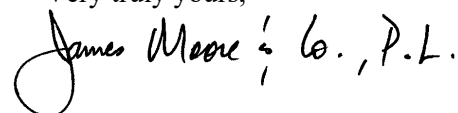
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the Research Foundation, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Research Foundation's auditors.

This report is intended solely for the information and use of the Audit Committee and management of the Research Foundation and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

JAMES MOORE & CO., P.L.

**FLORIDA INTERNATIONAL UNIVERSITY  
RESEARCH FOUNDATION, INC.  
(A DIRECT SUPPORT ORGANIZATION)**

**FINANCIAL STATEMENTS**

**JUNE 30, 2022 AND 2021**

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
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**JUNE 30, 2022 AND 2021**

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## INDEPENDENT AUDITORS' REPORT

Board of Directors,  
Florida International University Research Foundation, Inc.:

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the Florida International University Research Foundation, Inc. (the "Research Foundation"), a direct support organization and component unit of Florida International University, as of and for the years ended June 30, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the Research Foundation's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Research Foundation as of June 30, 2022 and 2021, and the changes in financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Research Foundation, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

The Research Foundation's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Research Foundation's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Research Foundation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Research Foundation's ability to continue as a going concern for a reasonable period of time.

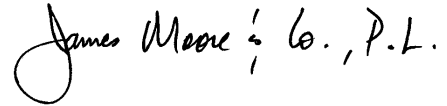
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 13, 2022, on our consideration of the Research Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Research Foundation's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L.". The signature is written in a cursive style. To the left of the signature is a vertical yellow line.

Gainesville, Florida  
October 13, 2022

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**



**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**

Management's discussion and analysis (MD&A) provides an overview of the financial position and activities of the Florida International University Research Foundation, Inc. (the "Research Foundation") for the fiscal years ended June 30, 2022, 2021 and 2020, and should be read in conjunction with the financial statements and notes thereto. The MD&A, financial statements, and notes thereto are the responsibility of management.

**FINANCIAL HIGHLIGHTS**

The Research Foundation's assets totaled \$365,383 at June 30, 2022. This balance increased by approximately \$255,600 or 232.7%, as compared to prior year, entirely resulting from an increase in cash. Liabilities decreased by approximately \$5,800 or 85.2%, as compared to prior year. As a result, the Research Foundation's net position increased by approximately \$261,000 or 253.6%, as compared to prior year, reaching a year-end balance of \$364,383.

The Research Foundation's operating revenues totaled \$27 for the June 30, 2022 fiscal year, representing a decrease of approximately \$1,000 or 97.0%, as compared to prior year. Operating expenses totaled \$23,661 for the June 30, 2022 fiscal year, representing an increase of approximately \$5,600 or 31.0%, as compared to prior year. Transfers from Florida International University (University) totaled \$284,973 for June 30, 2022 fiscal year. For year ended June 30, 2021 there were no transfers from the University.

**OVERVIEW OF FINANCIAL STATEMENTS**

The Research Foundation's financial report includes three basic sets of financial statements: the statements of net position; the statements of revenues, expenses, and changes in net position; and the statements of cash flows.

***The Statements of Net Position***

The statements of net position reflect the assets and liabilities of the Research Foundation, using the accrual basis of accounting, and present the financial position of the Research Foundation at a specified time. The difference between total assets and total liabilities, which is known as net position, is one indicator of the Research Foundation's current financial condition. The changes in net position that occur over time indicate improvement or deterioration in the Research Foundation's financial condition.

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

The following summarizes the Research Foundation's total net position for fiscal years ended:

**Condensed Statements of Net Position**

	<b>June 30,</b>		
	<u>2022</u>	<u>2021</u>	<u>2020</u>
<b>Assets</b>			
Current assets	\$ 365,383	\$ 109,820	\$ 127,854
<b>Total assets</b>	<u>365,383</u>	<u>109,820</u>	<u>127,854</u>
<b>Liabilities</b>			
Current liabilities	<u>1,000</u>	<u>6,776</u>	<u>7,783</u>
<b>Total liabilities</b>	<u>1,000</u>	<u>6,776</u>	<u>7,783</u>
<b>Net position</b>			
Unrestricted	<u>364,383</u>	<u>103,044</u>	<u>120,071</u>
<b>Total net position</b>	<u><u>\$ 364,383</u></u>	<u><u>\$ 103,044</u></u>	<u><u>\$ 120,071</u></u>

Current assets are comprised entirely of cash. The increase in cash is primarily due to transfers from University, which are reflected on the statements of revenues, expenses and changes in net position as Transfers from Florida International University.

In summary, total assets increased by approximately \$255,600 or 232.7% and total liabilities decreased by approximately \$5,800 or 85.2%, as compared to prior year. As a result, the net position balance at June 30, 2022, had an increase of approximately \$261,000 or 253.6%, as compared to prior year.

For more detailed information, see the statements of net position on page 8 of the financial statements.

***The Statements of Revenues, Expenses and Changes in Net Position***

The statements of revenues, expenses, and changes in net position present the Research Foundation's revenue and expense activity, categorized as operating. The Organization uses the accrual basis of accounting.

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

The following summarizes the Research Foundation's activity for fiscal years ended:

**Condensed Statements of Revenues, Expenses and Changes in Net Position**

	<b>June 30,</b>		
	<u>2022</u>	<u>2021</u>	<u>2020</u>
<b>Operating revenues</b>	\$ 27	\$ 1,039	\$ 10
<b>Operating expenses</b>	<u>23,661</u>	<u>18,066</u>	<u>7,461</u>
<b>Operating loss</b>	(23,634)	(17,027)	(7,451)
<b>Transfers from Florida International University</b>	<u>284,973</u>	<u>-</u>	<u>-</u>
<b>Changes in net position</b>	261,339	(17,027)	(7,451)
<b>Net position - beginning of year</b>	<u>103,044</u>	<u>120,071</u>	<u>127,522</u>
<b>Net position - end of year</b>	<u><u>\$ 364,383</u></u>	<u><u>\$ 103,044</u></u>	<u><u>\$ 120,071</u></u>

***Operating Revenues***

The Research Foundation categorizes revenues as operating. Operating revenues generally result from exchange transactions where each of the parties to the transaction either give up or receive something of equal or similar value. The Research Foundation has operating revenues of \$27 for the current year, related to private donations received.

	<b>June 30,</b>		
	<u>2022</u>	<u>2021</u>	<u>2020</u>
Operating revenues	\$ 27	\$ 1,039	\$ 10
<b>Total operating revenues</b>	<u><u>\$ 27</u></u>	<u><u>\$ 1,039</u></u>	<u><u>\$ 10</u></u>

***Operating Expenses***

The Research Foundation categorizes expenses as operating. Government Accounting Standards Board (GASB) allows financial reporting entities the choice of reporting operating expenses in the functional or natural classifications. The Research Foundation has chosen to report the expenses in their natural classification on the statements of revenues, expenses, and changes in net position.

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

The following summarizes the operating expenses by natural classifications for the fiscal years ended:

	<b>Operating Expenses</b>		
		<b>June 30,</b>	
	<u>2022</u>	<u>2021</u>	<u>2020</u>
Professional services	\$ 18,289	\$ 12,842	\$ -
Audit and tax fees	5,150	5,000	7,250
Other operating expenses	222	224	211
<b>Total operating expenses</b>	<u>\$ 23,661</u>	<u>\$ 18,066</u>	<u>\$ 7,461</u>

The increase in operating expenses is attributable to higher salary expenses incurred for University researchers coupled with a slight increase in audit and tax fees.

#### **TRANSFERS**

The University transfers two types of funds to the Research Foundation; (1) funds generated by the commercialization of intellectual property to cover allocations to the University researcher(s) and their respective department, academic unit or college and (2) funds generated from Office of Research and Economic Development (ORED) overhead funds to cover operating expenses. Transfers received from Florida International University (University) totaled approximately \$284,000 for the fiscal year ended June 30, 2022. Of the \$284,000 transferred in the current year, approximately \$267,000 was generated by the commercialization of intellectual property. The remaining \$18,000 was generated from ORED overhead funds. There were no transfers received during fiscal year ended June 30, 2021.

#### **ECONOMIC FACTORS THAT WILL AFFECT THE FUTURE**

The FIU Research Foundation served as an agent with respect to the USAID Tanzania and Burkina Faso grants awarded to the University. This activity and the entire amount of the grants were recognized by FIU in the Sponsored Research Development Trust Fund. Both international locations have since closed, with the iWash program office in Tanzania being closed in February 2016, and the Wa/Wash program office in Burkina Faso being closed in December 2017. The iWash entity was dissolved in February 2021.

The FIU Research Foundation will be receiving royalty funds from various royalty sharing agreements. These royalty revenues are partially distributed to the FIU researchers and their respective departments, and to the ORED. The FIU Research Foundation will reimburse the University for any salary support related to the receipt of royalty revenues based on terms included in the respective royalty sharing agreements. With time the FIU Research Foundation expects an increase in agreements as the Office of Intellectual Property and Technology Management & Commercialization fosters collaboration with industry with the goal of promoting research growth.

#### **REQUESTS FOR INFORMATION**

This financial statement is designed to provide a general overview of the Research Foundation's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Controller, Florida International University Research Foundation, Inc., 11200 S.W. 8<sup>th</sup> Street, MARC Building 5<sup>th</sup> Floor, Miami, Florida 33199.

## **BASIC FINANCIAL STATEMENTS**

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**STATEMENTS OF NET POSITION**  
**JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b><u>ASSETS</u></b>		
<b>Current assets</b>		
Cash	\$ 365,383	\$ 109,820
	<u>                    </u>	<u>                    </u>
<b><u>LIABILITIES</u></b>		
<b>Current liabilities</b>		
Accounts payable	\$ 1,000	\$ 1,000
Due to Florida International University	-	5,776
Total current liabilities	<u>\$ 1,000</u>	<u>\$ 6,776</u>
<b><u>NET POSITION</u></b>		
<b>Net position</b>		
Unrestricted	<u>\$ 364,383</u>	<u>\$ 103,044</u>

The accompanying notes to financial statements  
are an integral part of these statements.

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>Operating revenues</b>	<u>\$ 27</u>	<u>\$ 1,039</u>
<b>Operating expenses</b>		
Professional services	18,289	12,842
Audit and tax fees	5,150	5,000
Other operating expenses	222	224
Total operating expenses	<u>23,661</u>	<u>18,066</u>
<b>Operating loss</b>	<u>(23,634)</u>	<u>(17,027)</u>
<b>Transfers from Florida International University</b>	284,973	-
<b>Change in net position</b>	<u>261,339</u>	<u>(17,027)</u>
<b>Net position, beginning of year</b>	103,044	120,071
<b>Net position, end of year</b>	<u><u>\$ 364,383</u></u>	<u><u>\$ 103,044</u></u>

The accompanying notes to financial statements  
are an integral part of these statements.

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>Cash flows from operating activities</b>		
Cash received from (paid to) Florida International University	\$ (5,776)	\$ 243
Cash used in program activities, net	<u>(23,634)</u>	<u>(18,277)</u>
Net cash used in operating activities	<u>(29,410)</u>	<u>(18,034)</u>
<b>Cash flows from non-capital and related financing activities</b>		
Transfers from Florida International University	<u>284,973</u>	<u>-</u>
<b>Net increase (decrease) in cash</b>	255,563	(18,034)
<b>Cash, beginning of year</b>	109,820	127,854
<b>Cash, end of year</b>	<u><u>\$ 365,383</u></u>	<u><u>\$ 109,820</u></u>
<b>Reconciliation of operating loss to net cash used in operating activities:</b>		
Operating income loss	\$ (23,634)	\$ (17,027)
Change in assets and liabilities:		
Accounts payable	-	(1,250)
Due to Florida International University	<u>(5,776)</u>	<u>243</u>
Net cash used in operating activities	<u><u>\$ (29,410)</u></u>	<u><u>\$ (18,034)</u></u>



**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(1) Summary of Significant Accounting Policies:**

The following is a summary of the significant accounting policies of the Florida International University Research Foundation, Inc. (the “Research Foundation” or “Organization”), affecting elements of the accompanying basic financial statements:

(a) **Reporting entity**—The Research Foundation, a Florida not-for-profit corporation, is a direct support organization and a component unit of Florida International University (“FIU” or “University”) and was organized in the State of Florida on November 25, 1997 for educational and scientific purposes. The Articles of Incorporation were amended and restated on July 29, 2010.

The Research Foundation is a tax-exempt organization as defined by Section 501(c)(3) of the Internal Revenue Code. The Research Foundation provides direct support to FIU in matters pertaining to research, and has been designated by the FIU Board of Trustees as a University Direct Support Organization pursuant to §1004.28, Florida Statutes.

The financial reporting entity covered by this report includes the Organization and its component unit. The financial reporting entity covered by this report has been defined by GASB as the Research Foundation and those component units for which the Research Foundation is financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government’s operations, and therefore, data for these units are generally combined with the data of the Organization.

(b) **Blended component unit**—The Florida International Research iWASH Initiative Limited (iWASH) was incorporated in Tanzania on February 22, 2010, under the Tanzania Companies Act of 2002. The entity is a not-for-profit company as defined by the laws in Tanzania. This entity was established for the sole purpose of serving as the legal entity to implement the development initiative known as Tanzania iWASH Program. The iWASH program ended in 2017 and the final financial statements of iWASH were completed for the year-ended December 31, 2016. The iWash entity was dissolved in February 2021.

(c) **Basis of presentation**—The financial statements of the Research Foundation have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Research Foundation reports under the GASB standards because it meets the criteria regarding the popular election of officers or appointment of a controlling majority of the members of the Organization’s governing body by one or more state or local governments and because it is a direct support organization. Therefore, the Research Foundation is reported as a governmental entity.

The Research Foundation met the criteria to use enterprise fund accounting and financial reporting. Accordingly, the financial statements are reported using the economic resources measurement focus and accrual basis of accounting, which recognizes revenue when earned and expenses when a liability is incurred, regardless of timing of the related cash flow.

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Use of estimates**—The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

(e) **Flow assumption for restricted assets**—If both restricted and unrestricted assets are available for use for a certain purpose, it is the Research Foundation's policy to use restricted assets first, then use unrestricted assets as needed.

(f) **Operating revenues and expenses**—The Research Foundation's statements of revenues, expenses, and changes in net position presents operating revenues and expenses. Operating revenue results from exchange transactions associated in matters pertaining to research, which is the Research Foundation's principal activity. Operating expenses include all expenses incurred in matters pertaining to research, other than external financing costs.

(g) **Income taxes**—The Organization is a not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code and as such are subject to federal income taxes only on unrelated business income. There were no income taxes resulting from unrelated business income during the year ended June 30, 2022 and 2021.

The application of GAAP requires management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management has analyzed the tax positions taken and has concluded that as of June 30, 2022, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. If the Organization were to incur an income tax liability in the future, interest and penalties would be reported as income taxes. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Research Foundation's income tax returns for the past three years are subject to examination by tax authorities, and may change upon examination.

(h) **Transfers**—The University transfers two types of funds to the Research Foundation; (1) funds generated by the commercialization of intellectual property to cover allocations to the University researcher(s) and their respective department, academic unit or college and their respective college and (2) funds generated from Office of Research and Economic Development (ORED) overhead funds to cover operating expenses. For the year ended June 30, 2022, transfers from the University totaled \$284,973. Of the \$284,000 transferred in the current year, approximately \$267,000 was generated by the commercialization of intellectual property. The remaining \$18,000 was generated from ORED overhead funds. For the year ended June 30, 2021 there were no transfers from the University.

**FLORIDA INTERNATIONAL UNIVERSITY RESEARCH FOUNDATION, INC.**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(2) Deposits:**

In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution eligible collateral. In the event of a failure of a qualified public depository the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are insured or collateralized.

***CONCENTRATIONS OF CREDIT RISK FOR CASH***

The Organization had a bank account in Burkina Faso, West Africa to support the operations pertaining to the West Africa Water Supply, Sanitation and Hygiene (WA-WASH) Program under a U.S. Agency for International Development (USAID) grant. The balance in this account of \$5,776 as of June 30, 2021 is not FDIC insured and is subject to foreign currency exchange risk. The Research Foundation maintains its cash balances with high quality financial institutions, which the Research Foundation believes limits these risks. As of June 30, 2022, the bank account in Burkina Faso has been closed and the remaining funds were repatriated by the University.

**(3) Due to Florida International University:**

The amount Due to Florida International University of \$5,776 as of June 30, 2021, represents funds that were sent to Burkina Faso related to grant operations. As of June 30, 2022, the bank account in Burkina Faso has been closed and the remaining funds were repatriated, hence reducing the amount Due to Florida International University to \$0.

## **REPORTING SECTION**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

Board of Directors,  
Florida International University Research Foundation, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Florida International University Research Foundation, Inc. (the "Research Foundation"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Research Foundation's basic financial statements, and have issued our report thereon dated October 13, 2022.

***Internal Control Over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Research Foundation's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Research Foundation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Research Foundation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

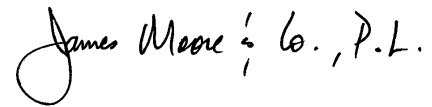
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Research Foundation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Gainesville, Florida  
October 13, 2022

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

December 6, 2022

**Subject: Florida International University Athletics Finance Corporation Financial  
Audit, 2021-22**

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**Proposed Committee Action:**

Recommend acceptance by the Florida International University Board of Trustees of the Florida International University Athletics Finance Corporation Financial Audit for the 2021-22 Fiscal Year and authorize the Executive Director of the Florida International University Athletics Finance Corp. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

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**Background information:**

Pursuant to Regulation FIU-1502(2)(g), Direct Support Organizations, the Florida International University Athletics Finance Corp. must submit an independently conducted financial audit of its accounts and records, which has been approved by its governing board and recommended by the University President to the Florida International University Board of Trustees for review and acceptance.

The Florida International University Athletics Finance Corp. Financial Audit for 2021-22 was approved by the Florida International University Athletics Finance Corp. Board of Directors on October 19, 2022, and the University President is recommending its acceptance.

Florida Board of Governors Regulation 9.011(5) University Direct Support Organizations and Health Services Support Organizations, states in relevant part:  
Support organizations shall provide for an annual audit conducted pursuant to university regulations or policies. The annual audit report shall be submitted to the university board of trustees for review. The audit report shall be submitted to the Board of Governors, and the Auditor General.

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**Supporting Documentation:**

James Moore & Co., October 19, 2022 letter to the Florida International University Athletics Finance Corporation Board of Directors

Florida International University Athletics Finance Corp.,  
Financial Audit, 2021-22

**Facilitator/Presenter:**

Aime Martinez

October 19, 2022

To the Board of Directors  
FIU Athletics Finance Corporation:

We have audited the financial statements of FIU Athletics Finance Corporation (the Corporation), a direct-support organization and component unit of Florida International University, as of and for the year ended June 30, 2022, and have issued our report thereon dated October 19, 2022. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated November 6, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Corporation solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, other individuals in our firm, and our firm have complied with all relevant ethical requirements regarding independence.



## **Significant Risks**

Professional standards require that we, as auditors, identify during the planning stage of the audit significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the planning stage of the audit process, we identified the following significant risks that could potentially impact the Corporation:

- Override of internal controls by management
- Improper revenue recognition
- Misappropriation of assets
- Improper valuation of interest rate swap

We designed our audit procedures to address these risks. If during the course of the audit we had any findings related to these other risks, we would communicate those findings to you. We have no findings associated with any of these risks that our audit was designed to consider, and no issues were noted that impacted our ability to render an opinion on the financial statements.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Corporation is included in Note 1 to the financial statements. The Corporation implemented GASB 87, *Leases*, during the year ended June 30, 2022. No additional matters have come to our attention that would require us, under professional standards, to inform the audit committee about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There are no significant accounting estimates affecting the financial statements.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Corporation's financial statements relate to:

The disclosure in Note 3 to the financial statements regarding investments discloses the composition of the Corporation's investments and the risks associated with those investments.

The disclosure in Note 5 to the financial statements regarding long term obligations discloses the composition of the Corporation's long term obligations, the interest rates associated with long term debt, and the future maturities of long term debt.

The disclosure of derivative instrument activity in Note 6 to the financial statements describes the terms and valuation information pertaining to the Corporation's interest rate swap in connection with its variable-rate revenue bond issuance.

### **Significant Unusual Transactions**

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We encountered no significant unusual transactions during our audit.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected misstatements for the year ended June 30, 2022.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. No adjustments were proposed as a result of our auditing procedures.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Corporation's financial statements or the auditors' report. No such disagreements arose during the course of the audit.

To the Board of Directors  
FIU Athletics Finance Corporation  
October 19, 2022  
Page 4

### **Circumstances that Affect the Form and Content of the Auditor's Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We have not identified any circumstances that affect the form and content of our auditor's report.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the management representation letter dated October 19, 2022.

### **Management's Consultations with Other Accountants**

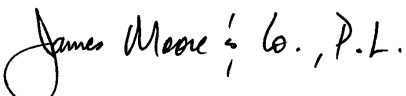
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the Corporation, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Corporation's auditors.

This report is intended solely for the information and use of the Board of Directors and management of FIU Athletics Finance Corporation and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

  
JAMES MOORE & CO., P.L.

**FIU ATHLETICS FINANCE CORPORATION  
(A DIRECT SUPPORT ORGANIZATION)**

**FINANCIAL STATEMENTS**

**JUNE 30, 2022 AND 2021**

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
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**JUNE 30, 2022 AND 2021**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors,  
FIU Athletics Finance Corporation:

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of FIU Athletics Finance Corporation (the Corporation), a direct support organization and component unit of Florida International University, as of and for the years ended June 30, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Corporation as of June 30, 2022 and 2021, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

The Corporation's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standard generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

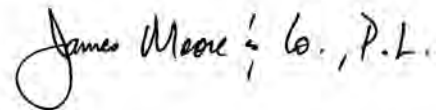
### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Foundation's basic financial statements. The supplemental schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 19, 2022, on our consideration of the Corporation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Corporation's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Gainesville, Florida  
October 19, 2022



## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

**FIU ATHLETICS FINANCE CORPORATION  
(A DIRECT SUPPORT ORGANIZATION)  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2022 AND 2021**

Management's discussion and analysis (MD&A) provides an overview of the financial position and activities of FIU Athletics Finance Corporation (the "AFC") for the fiscal years ended June 30, 2022, 2021 and 2020, and should be read in conjunction with the financial statements and notes thereto. The MD&A, financial statements, and notes thereto are the responsibility of management.

The AFC is presented as a discrete component unit of Florida International University (the "University" or "FIU") and is certified as a direct support organization ("DSO"). The AFC was organized to facilitate the financing of projects related to the FIU football stadium, as well as, manage and operate the facilities.

**FINANCIAL HIGHLIGHTS**

The AFC's assets totaled \$20,799,263 and \$20,660,662 at June 30, 2022 and 2021, respectively. The balance reflects an increase of \$138,601, or 0.7%. This change is mainly attributable to an increase in cash and investments offset by a decrease in prepaid rent in the current year.

The AFC's deferred outflow of resources totaled \$650,475 and \$2,197,984 at June 30, 2022 and 2021, respectively. The balance reflects a decrease of \$1,547,509, or 70.4%. The decrease in deferred outflow of resources is attributable to an increase in interest rates in the current year.

The AFC's liabilities totaled \$25,446,402 and \$28,570,897 at June 30, 2022 and 2021, respectively. The balance reflects a decrease of \$3,124,495, or 10.9%. This change is mainly attributable to the payment of principal on the bonds payable coupled with a decrease in the derivative liability on the interest rate swap.

As a result, the AFC's net position increased by \$1,715,587, resulting in a year-end net deficit balance of \$3,996,664.

The AFC's operating revenues totaled \$5,507,789 for the 2021-22 fiscal year, representing an increase of \$1,367,996, or 33.0%, as compared to prior year. Major components of operating revenues include game guarantees, athletic support and conference payments.

The AFC's operating expenses totaled \$2,820,149 for the 2021-22 fiscal year, representing an increase of \$926,292, or 48.9%, as compared to prior year. Major components of operating expenses include amortization of prepaid rent, professional services, security services and, custodial and janitorial.

**OVERVIEW OF FINANCIAL STATEMENTS**

The AFC's financial report includes three basic sets of financial statements: the statements of net position; the statements of revenues, expenses, and changes in net position; and the statements of cash flows. The overview presented below highlights the significant financial activities that occurred during the past three years and describes changes in financial activity from the prior year.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

**THE STATEMENTS OF NET POSITION**

The statements of net position reflect the assets, deferred outflows of resources, and liabilities of the AFC, using the accrual basis of accounting, and present the financial position of the AFC at a specified time. Assets together with deferred outflows, less liabilities, equals net position, which is one indicator of the AFC's current financial condition. The changes in net position that occur over time indicate improvement or deterioration in the AFC's financial condition.

The following summarizes the AFC's total net position for fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>Assets</b>			
Current assets	\$ 5,084,038	\$ 3,638,632	\$ 3,699,026
Noncurrent assets	15,715,225	17,022,030	18,347,734
<b>Total assets</b>	20,799,263	20,660,662	22,046,760
<b>Deferred outflow of resources</b>	650,475	2,197,984	3,243,249
<b>Liabilities</b>			
Current liabilities	1,974,037	1,824,196	1,774,539
Noncurrent liabilities	23,472,365	26,746,701	29,453,795
<b>Total liabilities</b>	25,446,402	28,570,897	31,228,334
<b>Total net position</b>	<u>\$ (3,996,664)</u>	<u>\$ (5,712,251)</u>	<u>\$ (5,938,325)</u>

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

**TOTAL ASSETS**

The following summarizes the AFC's total assets for fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Cash	\$ 1,019,902	\$ 143,610	\$ 14,903
Investments	1,043,638	507,327	1,098,257
Suites and ticket sales receivable	101,820	49,320	160,000
Stadium naming rights receivable	-	-	700,000
Due from Florida International University	1,612,010	1,634,260	421,751
Prepaid rent and other	14,238,826	15,540,357	16,844,440
Restricted investments	2,783,067	2,782,138	2,781,859
Leasehold improvement, net	-	3,650	25,550
<b>Total assets</b>	<b><u>\$ 20,799,263</u></b>	<b><u>\$ 20,660,662</u></b>	<b><u>\$ 22,046,760</u></b>

Total assets as of June 30, 2022 increased \$138,601 or 0.7%, as compared to prior year. This change is primarily a result of an increase in cash and investments offset by a reduction in prepaid rent due to the recognition of annual rent expense.

**TOTAL DEFERRED OUTFLOW OF RESOURCES**

The following summarizes the AFC's total deferred outflow of resources for fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Accumulated decrease in fair value of hedging derivatives	\$ 489,040	\$ 2,021,532	\$ 3,051,780
Deferred amount on debt refundings	161,435	176,452	191,469
<b>Total deferred outflow of resources</b>	<b><u>\$ 650,475</u></b>	<b><u>\$ 2,197,984</u></b>	<b><u>\$ 3,243,249</u></b>

Total deferred outflow of resources as of June 30, 2022 decreased \$1,547,509, or 70.4%, as compared to prior year. The change in the fair value of the interest rate swap is presented as a hedging derivative in deferred outflow of resources. The decrease in deferred outflow of resources attributable to an increase in interest rates in the current year.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

**TOTAL LIABILITIES**

The following summarizes the AFC's total liabilities for fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Accounts payable	\$ 62,407	\$ 45,270	\$ 12,964
Accrued interest payable	86,301	89,487	93,723
Due to Florida International University	893,782	857,177	855,093
Bonds payable	22,735,000	24,315,000	25,820,000
Unearned revenue	138,788	104,503	160,000
Derivative liability	1,530,124	3,159,460	4,286,554
<b>Total liabilities</b>	<b>\$ 25,446,402</b>	<b>\$ 28,570,897</b>	<b>\$ 31,228,334</b>

Total liabilities as of June 30, 2022 decreased \$3,124,495, or 10.9%, as compared to prior year. This change in total liabilities is primarily attributable to a principal payment on the bonds payable made in the current year coupled with a decrease in the derivative liability on the interest rate swap. Under the terms of the swap agreement and on June 30, 2022, the AFC paid a fixed interest rate of 3.6% and received 63.7% of the three-month LIBOR. The value of the three-month LIBOR at June 30, 2022 and 2021 is 2.28% and 0.14%, respectively.

**NET POSITION**

The following summarizes the AFC's total position for fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Net investment in capital assets	\$ -	\$ 3,650	\$ 25,550
Unrestricted	(3,996,664)	(5,715,901)	(5,963,875)
<b>Total net position</b>	<b>\$ (3,996,664)</b>	<b>\$ (5,712,251)</b>	<b>\$ (5,938,325)</b>

Total net position as of June 30, 2022 increased by \$1,715,587, or 30.0%, as compared to prior year. Net position is reported in two classifications: net investment in capital assets and unrestricted. Net investment in capital assets reflects total capital assets, net of accumulated depreciation, less any capital-related borrowings.

For more detailed information, see the statements of net position on page 12 of the financial statements.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

**THE STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

The statements of revenues, expenses, and changes in net position present the AFC's revenue and expense activity, categorized as operating and nonoperating revenues and expenses. Revenues and expenses are recognized when earned and incurred, regardless of when cash is received or paid.

The following summarizes the AFC's changes in net position for the fiscal years ended:

**Statements of Revenues, Expenses, and Changes in Net Position**

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Operating revenues	\$ 5,507,789	\$ 4,139,793	\$ 4,251,968
Operating expenses	<u>2,820,149</u>	<u>1,893,857</u>	<u>2,268,179</u>
<b>Operating income</b>	2,687,640	2,245,936	1,983,789
Net nonoperating expenses	(972,053)	(1,019,862)	(1,035,593)
Transfers to Florida International University	<u>-</u>	<u>1,000,000</u>	<u>500,000</u>
<b>Change in net position</b>	1,715,587	226,074	448,196
<b>Net position - beginning of year</b>	<u>(5,712,251)</u>	<u>(5,938,325)</u>	<u>(6,386,521)</u>
<b>Net position - end of year</b>	<u><u>\$ (3,996,664)</u></u>	<u><u>\$ (5,712,251)</u></u>	<u><u>\$ (5,938,325)</u></u>

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

**OPERATING REVENUES**

The AFC was organized to facilitate the financing of projects related to the FIU football stadium, as well as, manage and operate the facilities. Operating revenues generally result from exchange transactions associated with managing and operating the stadium.

The following summarizes the operating revenues by source that were used to fund operating activities for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Game guarantees	\$ 1,750,000	\$ 775,000	\$ -
Athletic support	1,203,831	1,246,223	1,275,059
NCAA conference payments	713,087	590,134	937,512
Event revenues	507,398	196,476	41,071
Suite revenues	428,640	283,080	349,940
Rental income	296,873	230,828	137,274
Sponsorship revenues	296,536	62,863	375,000
Ticket sales	229,183	49,617	589,167
Merchandise royalties	82,241	25,567	103,940
Contributions	-	680,005	268,005
Stadium naming rights	-	-	175,000
<b>Total operating revenues</b>	<b>\$ 5,507,789</b>	<b>\$ 4,139,793</b>	<b>\$4,251,968</b>

Total operating revenues increased \$1,367,996, or 33.0%, as compared to prior year. Operating revenues are primarily made up of game guarantees, athletic support from student fees and NCAA conference payments.

Athletic support from student fees slightly decreased as a result of lower than anticipated student credit hour enrollment during the current year. Game guarantees, Miami FC soccer event revenues, ticket sales and sponsorship revenues generated higher operating revenues in the current year. The increase in game guarantees was attributable to \$1.4 million game guarantee received from Texas Tech coupled with higher NCAA Conference USA football related distributions. Due to physical distancing requirements during COVID, attendee capacity was limited in the football stadium. This year, capacity was set back to pre-COVID standards, which resulted in an increase in ticket sales in the current year. The decrease in contributions is attributable to an increase in game guarantees received in the current year.

For more detailed information, see the supplemental schedules on page 25 and 26 of the financial statements.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

**OPERATING EXPENSES**

The AFC categorizes expenses as operating or nonoperating. Operating expenses represent expenses related to the ongoing activities of the AFC. The majority of the AFC's expenses are operating expenses as defined by GASB. GASB gives financial reporting entities the choice of reporting operating expenses in the functional or natural classifications. The AFC has chosen to report operating expenses by their natural classifications on the statements of revenues, expenses, and changes in net position.

The following summarizes the operating expenses for the fiscal years ended:

		<b>June 30,</b>	
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Amortization of prepaid rent	\$ 1,304,083	\$ 1,304,083	\$ 1,304,083
General operations	720,179	362,583	362,889
Event operations	409,681	116,919	50,263
Football operations	386,206	110,272	550,944
<b>Total operating expenses</b>	<b>\$ 2,820,149</b>	<b>\$ 1,893,857</b>	<b>\$ 2,268,179</b>

Total operating expenses increased \$926,292, or 48.9%, as compared to prior year. Operating expenses are comprised of amortization of prepaid rent, general AFC event operations, and football operations.

The largest component of operating expenses is the amortization of prepaid rent. Under the ground sublease agreement between the AFC and the University, the AFC prepaid the rental of the stadium to the University. The AFC amortizes the prepaid rent on a straight-line basis over the life of the sublease.

General operations include expenses related to the up-keep and maintenance of the stadium. Expenses in this category include utilities, materials and supplies, professional services, and repairs and maintenance. General operations expenses were higher when compared to prior year due to increased events held at the stadium.

Event operations include all direct expenses related to any special events, which are defined as non-FIU home football games. These special events can include sporting events, meetings, or conferences. The increase in event operations is due to various home Miami FC soccer games held at the stadium in the current year. This increase was coupled by higher rental income and event revenues in the statement of changes in net position.

Football operations include direct expenses related to home football games. Security services increased due to the number of home games played in the current year. AFC had six home games in the current year as compared to four home games in the prior year. The increase in professional services, security services, and rental of equipment is attributable to higher expenses related to home games played in the current year.

For more detailed information, see the supplemental schedules on page 25 and 26 of the financial statements.



**FIU ATHLETICS FINANCE CORPORATION**  
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**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2022 AND 2021**  
(Continued)

**NONOPERATING REVENUES AND EXPENSES**

Nonoperating revenues and expenses consist of interest income and interest expense. The following summarizes the AFC's nonoperating revenues and expenses for the fiscal years ended:

	<b>June 30,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
Interest income	\$ 4,223	\$ 458	\$ 47,899
Interest expense and fiscal charges	(976,276)	(1,020,320)	(1,083,492)
<b>Net nonoperating expenses</b>	<b>\$ (972,053)</b>	<b>\$ (1,019,862)</b>	<b>\$ (1,035,593)</b>

Net nonoperating expenses were fairly level when compared to prior year.

**TRANSFERS TO FLORIDA INTERNATIONAL UNIVERSITY**

There were no transfers to Florida International University for the fiscal year ended June 30, 2022. During the fiscal years ended June 30, 2021 and 2020, transfers to Florida International University represented \$1,000,000 and \$500,000, respectively. These transfers are reflected in the statements of revenues, expenses and changes in net position and represent surplus funds returned to the University.

**DEBT ADMINISTRATION**

As of June 30, 2022, the AFC had \$22,735,000 in outstanding bonds payable, representing a decrease of \$1,580,000, or 6.5% due to principal payments made in the current year.

Additional information about the AFC's bond payable is presented in notes 5 and 6 to the financial statements on pages 20-23.

**ECONOMIC FACTORS THAT WILL AFFECT THE FUTURE**

The University has pledged a significant portion of football game guarantee revenues, Conference USA distribution revenues, and a percentage of student athletic fees to the Athletic Finance Corporation. Such pledges are dependent on conference re-alignment, television agreements in place, student enrollment, and the ability to obtain high dollar football guarantees which are generally scheduled many years in advance.

In 2021-2022, Conference USA faced re-alignment that financially benefited the AFC, however, impacts of such benefits are short term. COVID 19 had less of an impact as the organization played a full football season and engaged in internal and external rentals once again.

**REQUESTS FOR INFORMATION**

These financial statements are designed to provide a general overview of the Athletics Finance Corporation's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Controller, FIU Athletics Finance Corporation, 11200 S.W. 8<sup>th</sup> Street, MARC Building, 5<sup>th</sup> Floor, Miami, Florida 33199.

## **BASIC FINANCIAL STATEMENTS**

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**STATEMENTS OF NET POSITION**  
**JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b><u>ASSETS</u></b>		
<b>Current assets</b>		
Cash	\$ 1,019,902	\$ 143,610
Investments	1,043,638	507,327
Suites and ticket sales receivable	101,820	49,320
Due from Florida International University	1,612,010	1,634,260
Prepaid rent and other	1,306,668	1,304,115
Total current assets	<u>5,084,038</u>	<u>3,638,632</u>
<b>Noncurrent assets</b>		
Restricted investments	2,783,067	2,782,138
Prepaid rent	12,932,158	14,236,242
Leasehold improvement, net	-	3,650
Total noncurrent assets	<u>15,715,225</u>	<u>17,022,030</u>
<b>Total assets</b>	<u>20,799,263</u>	<u>20,660,662</u>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Accumulated decrease in fair value of hedging derivatives	489,040	2,021,532
Deferred amount on debt refundings	161,435	176,452
Total deferred outflows of resources	<u>650,475</u>	<u>2,197,984</u>
<b><u>LIABILITIES</u></b>		
<b>Current liabilities</b>		
Accounts payable	62,407	45,270
Accrued interest payable	86,301	89,487
Due to Florida International University	41,541	4,936
Bonds payable	1,645,000	1,580,000
Unearned revenue	138,788	104,503
Total current liabilities	<u>1,974,037</u>	<u>1,824,196</u>
<b>Noncurrent liabilities</b>		
Due to Florida International University	852,241	852,241
Derivative liability	1,530,124	3,159,460
Bonds payable	21,090,000	22,735,000
Total noncurrent liabilities	<u>23,472,365</u>	<u>26,746,701</u>
<b>Total liabilities</b>	<u>25,446,402</u>	<u>28,570,897</u>
<b><u>NET POSITION</u></b>		
<b>Net position</b>		
Net investment in capital assets	-	3,650
Unrestricted	(3,996,664)	(5,715,901)
<b>Total net position</b>	<u>\$ (3,996,664)</u>	<u>\$ (5,712,251)</u>

The accompanying notes to the financial statements  
are an integral part of these statements.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>Operating revenues</b>		
Game guarantees	\$ 1,750,000	\$ 775,000
Athletic support	1,203,831	1,246,223
NCAA conference payments	713,087	590,134
Event revenues	507,398	196,476
Suite revenues	428,640	283,080
Rental income	296,873	230,828
Sponsorship revenues	296,536	62,863
Ticket sales	229,183	49,617
Merchandise royalties	82,241	25,567
Contributions	-	680,005
Total operating revenues	<u>5,507,789</u>	<u>4,139,793</u>
<b>Operating expenses</b>		
Amortization of prepaid rent	1,304,083	1,304,083
Professional services	454,287	102,687
Security services	301,747	90,708
Custodial and janitorial	270,825	110,552
Materials and supplies	200,631	54,442
Utilities	194,077	132,464
Repairs and maintenance	54,601	55,155
Rental of equipment	22,164	7,021
Banking fees	14,023	14,784
Depreciation	3,650	21,900
Other operating expenses	61	61
Total operating expenses	<u>2,820,149</u>	<u>1,893,857</u>
<b>Operating income</b>	<u>2,687,640</u>	<u>2,245,936</u>
<b>Nonoperating revenues (expenses)</b>		
Interest income	4,223	458
Interest expense and fiscal charges	(976,276)	(1,020,320)
Total nonoperating expenses	<u>(972,053)</u>	<u>(1,019,862)</u>
<b>Transfers to Florida International University</b>	-	1,000,000
<b>Change in net position</b>	<u>1,715,587</u>	<u>226,074</u>
<b>Net position, beginning of year</b>	(5,712,251)	(5,938,325)
<b>Net position, end of year</b>	<u>\$ (3,996,664)</u>	<u>\$ (5,712,251)</u>

The accompanying notes to the financial statements  
are an integral part of these statements.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>Cash flows provided by operating activities</b>		
Operating receipts	\$ 5,511,823	\$ 3,682,468
Payments to vendors	(1,458,673)	(533,485)
Net cash provided by operating activities	<u>4,053,150</u>	<u>3,148,983</u>
<b>Cash flows used in capital and related financing activities</b>		
Transfers to Florida International University	-	(1,000,000)
Principal payments on bonds	(1,580,000)	(1,505,000)
Interest paid	(1,061,289)	(1,106,383)
Net cash used in capital and related financing activities	<u>(2,641,289)</u>	<u>(3,611,383)</u>
<b>Cash flows provided by (used in) investing activities</b>		
Proceeds from sale and maturity of investments	8,657,638	7,270,676
Purchase of investments	(9,194,877)	(6,680,027)
Interest income received	1,670	458
Net cash provided by (used in) investing activities	<u>(535,569)</u>	<u>591,107</u>
<b>Net increase in cash and cash equivalents</b>	<u>876,292</u>	<u>128,707</u>
<b>Cash and cash equivalents, beginning of year</b>	143,610	14,903
<b>Cash and cash equivalents, end of year</b>	<u><u>\$ 1,019,902</u></u>	<u><u>\$ 143,610</u></u>
<b>Reconciliation of operating income to net cash provided by operating activities:</b>		
Operating income	\$ 2,687,640	\$ 2,245,936
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	3,650	21,900
Change in assets and liabilities:		
(Increase) decrease in:		
Suites and ticket sales receivable	(52,500)	110,680
Stadium naming rights receivable	-	700,000
Prepaid rent and other	1,304,083	1,304,083
Due from Florida International University	22,250	(1,212,509)
Increase (decrease) in:		
Accounts payable	17,137	32,306
Unearned revenue	34,285	(55,497)
Due to Florida International University	36,605	2,084
Total adjustments	<u>1,365,510</u>	<u>903,047</u>
Net cash provided by operating activities	<u><u>\$ 4,053,150</u></u>	<u><u>\$ 3,148,983</u></u>
<b>Non-cash investing and financing activities</b>		
Change in fair value derivative liability	<u><u>\$ 1,532,492</u></u>	<u><u>\$ 1,030,248</u></u>
Change in deferred amount on debt refunding	<u><u>\$ 15,017</u></u>	<u><u>\$ 15,017</u></u>
Amortization of derivative liability	<u><u>\$ 96,845</u></u>	<u><u>\$ 96,845</u></u>

The accompanying notes to the financial statements  
are an integral part of these statements.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Summary of Significant Accounting Policies:**

The following is a summary of the more significant accounting policies and practices of the FIU Athletics Finance Corporation (the “Athletics Finance Corporation” or the “Organization”), which affect significant elements of the accompanying financial statements:

(a) **Reporting entity**—The Athletics Finance Corporation is a Florida not-for-profit corporation and a direct support organization and component unit of Florida International University (“FIU” or the “University”) and was organized in the State of Florida on November 20, 2006.

The Athletics Finance Corporation is a tax-exempt organization as defined by Section 501(c)(3) of the Internal Revenue Code. The Athletics Finance Corporation provides direct support to FIU in matters pertaining to the financing of the FIU Football Stadium and subsequently managing and operating the facility and has been designated by the FIU Board of Trustees as a University Direct Support Organization pursuant to §1004.28, Florida Statutes.

(b) **Basis of presentation**—The financial statements of the Athletics Finance Corporation have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Athletics Finance Corporation reports under the GASB standards because it meets the criteria regarding the popular election of officers or appointment of a controlling majority of the members of the Organization’s governing body by one or more state or local governments. Therefore, the Athletics Finance Corporation is reported as a governmental entity.

In accordance with GASB Statement No. 34, *Basic Financial Statements and Management’s Discussion and Analysis – For State and Local Governments*, the Athletics Finance Corporation met the criteria to use enterprise fund accounting and financial reporting. Accordingly, the financial statements are reported using the economic resources measurement focus and accrual basis of accounting, which recognizes revenue when earned and expenses are recorded when a liability is incurred, regardless of timing of the related cash flow.

(c) **Net position**—The Athletic Finance Corporation’s net position is classified as follows:

(i) **Net investment in capital assets**—Represents the Athletic Finance Corporation’s total investment in capital assets, net of accumulated depreciation. There is no debt obligation related to those capital assets.

(ii) **Unrestricted**—Represents assets that are not restricted for any purpose and are available for current operations.

(d) **Use of estimates**—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management’s knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

**FIU ATHLETICS FINANCE CORPORATION**  
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**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Summary of Significant Accounting Policies:** (Continued)

(e) **Cash**—Amounts reported as cash consist of cash on hand.

(f) **Investments**—Amounts reported as investments consist of investments in money market funds. In accordance with GASB Statement No. 72, *Fair Value Measurement and Application*, money market funds are recorded at amortized cost, which is generally equivalent to fair value, and are not categorized in the fair value hierarchy. Investments that are externally restricted to make debt service payments, maintain sinking or reserve funds, or to purchase or construct capital or other restricted assets, are classified as restricted.

(g) **Derivative financial instruments and fair value measurements**—The Athletics Finance Corporation entered into an interest rate swap agreement to reduce its exposure to market risks from changing interest rates. For interest rate swaps, the differential to be paid or received is accrued and recognized in interest expense and may change as market interest rates change. The fair value of the derivative liability is presented in the statements of net position. The Organization uses the synthetic instrument method to evaluate the effectiveness as of the end of the reporting period. The Organization determined the interest rate swap met the criteria as an effective hedging transaction. Therefore, the change in the fair value in the effective interest rate swap is presented in the statements of net position as a hedging derivative in deferred outflows of resources. The Organization categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. See Note 6 for additional information on the interest rate swap.

(h) **Income taxes**—The Organization is a not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code and as such is subject to federal income taxes only on unrelated business income. There were no income taxes resulting from unrelated business income during the years ended June 30, 2022 and 2021.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management has analyzed the tax positions taken and has concluded that as of June 30, 2022, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. If the Organization were to incur an income tax liability in the future, interest and penalties would be reported as income taxes. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Athletics Finance Corporation's income tax returns for the past three years are subject to examination by tax authorities, and may change upon examination.

(i) **Prepaid rent**—Pursuant to two (2) ground sublease agreements, the Organization prepaid a portion of their rent obligation to the University. The prepaid lease payments will be amortized on a straight line basis over the life of the sublease.

**FIU ATHLETICS FINANCE CORPORATION**  
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**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(1) **Summary of Significant Accounting Policies:** (Continued)

(j) **Operating revenue and expenses**—The Athletics Finance Corporation's statements of revenues, expenses, and changes in net position distinguish between operating and nonoperating revenue and expenses. Operating revenue results from exchange transactions associated with managing and operating the FIU Football Stadium, which is the Athletics Finance Corporation's principal activity. Other sources of revenue, including investment earnings, are reported as nonoperating revenue. Operating expenses include all expenses incurred to manage and operate the FIU Football Stadium, other than external financing costs.

(k) **Flow assumption for restricted assets**—If both restricted and unrestricted assets are available for use for a certain purpose, it is the Athletics Finance Corporation's policy to use restricted assets first, and then use unrestricted assets as needed.

(l) **Leasehold improvements**—These assets are capitalized and recorded at historical cost at the date of acquisition. Depreciation is computed on the straight-line basis over the estimated useful life (5 years).

(m) **Revenue recognition**—Revenues from sponsorship naming rights are recognized ratably over the term of the sponsorship agreement. Premium seating and commission revenues are recognized as revenue at the time the event takes place.

(n) **Pronouncements issued**—GASB issued Statement No. 93, *Replacement of Interbank Offices*, in May 2020. GASB No. 93 addresses the accounting and financial reporting effects that result from the replacement of interbank offered rates (IBORs) with other reference rates in order to preserve the reliability, relevance, consistency, and comparability of reported information. Most notably, this will include the London Interbank Offered Rate (LIBOR) which is expected to cease to exist in its current form. The provisions of GASB No. 93 are effective for reporting periods ending after December 31, 2021. The Organization is currently evaluating the effect that implementation of the new standard will have on its financial statements.

GASB issued Statement No. 87, *Leases*, in June 2017. GASB No. 87 increases the usefulness of financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating leases, and recognized as inflows of resources, or outflows of resources based on the payment provisions of the contract. It established a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The provisions in GASB No. 87 are effective for fiscal years beginning after June 15, 2021, as amended by GASB No. 95. The Organization evaluated the requirements of GASB 87, and determined that the leasing arrangements of the Organization did not fall within the scope of GASB 87 due to the fact that they are related to assets funded through conduit debt obligations, which are specifically scoped out of GASB 87.



**FIU ATHLETICS FINANCE CORPORATION**  
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**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(2) Concentration of Credit Risk:**

Financial instruments that potentially subject the Athletics Finance Corporation to concentrations of credit risk consist principally of cash in banks and investments.

(a) **Deposits**—In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution, eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits (includes cash) are insured or collateralized.

(b) **Investments**—In addition, the Athletics Finance Corporation maintains investment accounts with financial institutions that are not insured by the FDIC. Fund shares are not guaranteed by the U.S. government. Current and future portfolio holdings are subject to risk.

At June 30, 2022 and 2021, \$3,826,705 and \$3,289,465, respectively, were held in these accounts. The Athletics Finance Corporation believes that the number, diversity and financial strength of the issuers mitigate the credit risks associated with all investments.

**(3) Investments:**

Investments are made in accordance with the trust indenture. The Organization invests in the Fidelity Institutional Money Market Government Portfolio – Class III Fund (Fidelity Money Market Fund). This is a money market fund seeking to provide current income consistent with stability of principal by investing in a portfolio of short-term, U.S. treasury and government securities. These investments include repurchase agreements collateralized fully by U.S Treasury and government securities. The Fund limits its investment to those that would enable it to qualify as a permissible investment for federally chartered credit unions. Investments are made in accordance with the Trust Indenture dated as of December 1, 2009 (the “Trust Indenture”) between the Miami-Dade County Industrial Development Authority and Regions Bank, as trustee. This transaction is further described in Note 5. The investments were reported at amortized cost of \$3,826,705 and \$3,289,465 as of June 30, 2022 and 2021, respectively, which is generally the equivalent of fair value.

(a) **Credit risk**—Credit risk is the risk that an issuer of securities in which the Fund invests may default on the payment of interest or principal on the securities when due, which would cause the Fund to lose money. At June 30, 2022 and 2021, the money market mutual fund investments were rated AAAM by Standard & Poor’s.

(b) **Concentration credit risk**—All of the investments at June 30, 2022 and 2021 are held with Regions Trust and are invested in money market funds. According to the bond indenture, the Organization can invest the bond proceeds in these investment vehicles; there are no stated limitations on the amount that can be invested in any one issuer. The short term nature of the investments is due to liquidity needs, since those funds are being used for operating expenses and debt service payments.

**FIU ATHLETICS FINANCE CORPORATION**  
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**JUNE 30, 2022 AND 2021**

(3) **Investments:** (Continued)

(c) **Interest rate risk**—A portfolio's weighted average days to maturity (WAM) reflects the average maturity in days based on final maturity or reset date, in the case of floating rate instruments. WAM measures the sensitivity of the fund to interest rate changes. A portfolio's weighted average life (WAL) calculation is based on a security's stated final maturity date or, when relevant, the date of the next demand feature when the fund may receive payment of principal and interest. WAL reflects how a portfolio would react to deteriorating credit or tightening liquidity conditions.

The Fidelity Money Market Fund prices of fixed-income securities generally fall when interest rates rise. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The money market mutual fund WAM at June 30, 2022 and 2021 was 22 and 28 days, respectively, while the weighted average life (WAL) was 47 and 66 days at June 30, 2022 and 2021, respectively.

(4) **Leasehold Improvements:**

Leasehold improvement activity for the years ended June 30, 2022 and 2021, is as follows:

	<b>Balance July 1, 2021</b>	<b>Additions</b>	<b>Deletions</b>	<b>Balance June 30, 2022</b>
Leasehold Improvements	\$ 109,500	\$ -	\$ -	\$ 109,500
Less: Accumulated Depreciation	(105,850)	(3,650)	-	(109,500)
	<u>\$ 3,650</u>	<u>\$ (3,650)</u>	<u>\$ -</u>	<u>\$ -</u>

	<b>Balance July 1, 2020</b>	<b>Additions</b>	<b>Deletions</b>	<b>Balance June 30, 2021</b>
Leasehold Improvements	\$ 109,500	\$ -	\$ -	\$ 109,500
Less: Accumulated Depreciation	(83,950)	(21,900)	-	(105,850)
	<u>\$ 25,550</u>	<u>\$ (21,900)</u>	<u>\$ -</u>	<u>\$ 3,650</u>

Depreciation expense was \$3,650 and \$21,900 for the years ended June 30, 2022 and 2021, respectively.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(5) Long-term Debt:**

Debt activity for the years ended June 30, 2022 and 2021, is as follows:

	<u>Balance</u> <u>July 1, 2021</u>	<u>Additions</u>	<u>Payments</u>	<u>Balance</u> <u>June 30, 2022</u>	<u>Due Within</u> <u>One Year</u>
2009 Tax Exempt Capital Improvement Revenue Bonds (Series A)	\$ 24,315,000	\$ -	\$ 1,580,000	\$ 22,735,000	\$ 1,645,000
	<u>Balance</u> <u>July 1, 2020</u>	<u>Additions</u>	<u>Payments</u>	<u>Balance</u> <u>June 30, 2021</u>	<u>Due Within</u> <u>One Year</u>
2009 Tax Exempt Capital Improvement Revenue Bonds (Series A)	\$ 25,820,000	\$ -	\$ 1,505,000	\$ 24,315,000	\$ 1,580,000

On December 1, 2009, the Athletics Finance Corporation issued \$30,000,000 of Miami-Dade County Industrial Development Authority Revenue Bonds Series 2009A and \$5,310,000 of Miami-Dade County Industrial Development Authority Taxable Revenue Bonds Series 2009B.

These bonds were issued and secured under and pursuant to a trust indenture. Repayments of the bonds will be payable from pledged revenues, which are all operating and nonoperating revenues. Principal payments for the bonds began March 1, 2010. Interest payments are made on a quarterly basis.

On December 21, 2016, the Athletics Finance Corporation entered into four amendments to the trust indenture between Miami-Dade Authority and the Trustee which authorized the reissuance of the Series 2009A Bonds through the issuance of four separate series of bonds. The first amendment authorized the reissuance of \$9,000,000 Series 2009A-1 Bond. The interest rate on the Series 2009A-1 Bonds shall be at a rate equal to 2.8% per annum. The second, third and fourth amendments authorized the reissuance of separate series of the Series 2009A Bonds in a principal amount of \$8,400,000 (Series 2009A-2), \$8,400,000 (Series 2009A-3) and \$4,200,000 (Series 2009A-4), respectively. The interest rates on these Series 2009A bonds shall be at a rate equal to the sum of 63.7% of three-month LIBOR plus 1.40%.

The bonds are secured by operating and nonoperating revenues as well as University athletic fees equal to 5% of the total athletic fees collected. Total principal due at June 30, 2022 and 2021, was \$22,735,000 and \$24,315,000, respectively.

The Athletics Finance Corporation has funded a debt service reserve fund in accordance with the bond indenture requirement of maintaining an amount equal to the maximum allowable debt service on the bond in the current and any future fiscal year. This debt service reserve fund totaled \$2,783,067 and \$2,782,138 as of June 30, 2022 and 2021, respectively, and is presented in restricted investments.

Prior to the December 2016 reissuance, the Athletics Finance Corporation was required to maintain minimum deposits of \$1,000,000 with Regions Bank. As part of the amendment on December 21, 2016, the Athletics Finance Corporation agreed to use approximately \$1,000,000 currently on deposit with the Trustee to pay in full the outstanding balance of the Series 2009B Bonds.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

(5) **Long-term Debt:** (Continued)

The interest rate on these bonds is both fixed and variable and is subject to a hedge agreement (see Note 6) that was entered into to reduce the exposure to market risks from changing interest rates. Interest is computed on the basis of the actual number of days elapsed over a year of 365 or 366 days.

The aggregate maturities of these bonds as of June 30, 2022 are as follows:

<b>For the Year Ending</b>			<b>Total</b>
<b>June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>
			<b>and Interest</b>
2023	\$ 1,645,000	\$ 996,845	\$ 2,641,845
2024	1,730,000	927,363	2,657,363
2025	1,825,000	849,284	2,674,284
2026	1,900,000	769,704	2,669,704
2027	1,985,000	686,768	2,671,768
2028-2032	13,650,000	2,056,528	15,706,528
Total	<u>\$ 22,735,000</u>	<u>\$ 6,286,492</u>	<u>\$ 29,021,492</u>

(6) **Derivative Financial Instruments:**

(a) **Objectives**—As a means to lower its borrowing costs and increase its savings, the Organization entered into an interest rate swap agreement in connection with its \$30,000,000 2009A Miami-Dade County Industrial Development Authority Revenue Bond issuance (Refunding Bonds). The intention of the swap agreement was to effectively change the Organization's variable interest rate on the bonds to a synthetic fixed rate of 5.50%, which is the fixed rate payable by the Organization under the swap agreement of 3.60% plus 1.90%.

(b) **Terms**—On December 22, 2009, Athletics Finance Corporation entered into an interest rate swap agreement to hedge the floating rate on \$21,000,000 of the principal amount of the Series 2009A Bonds. This represents the fixed portion of the tax-exempt bonds payable mentioned in Note 5 above. Under the swap agreement, the Athletics Finance Corporation agrees to pay a fixed rate of 3.60% and receive a variable rate equal to 63.7% of three-month LIBOR. The swap agreement has a maturity date of March 1, 2033.

(c) **Fair value**—The Athletics Finance Corporation swap had a derivative liability of \$1,530,124 and \$3,159,460 at June 30, 2022 and 2021, respectively, as reported in the statements of net position. The negative fair value was determined using a mark-to-market value and represents the closing mid-market values. It was classified in Level 2 of the fair value hierarchy at June 30, 2022 and 2021.

As of June 30, 2022 and 2021, the fair value of the Series 2007A ineffective interest rate swap was \$1,041,084 and \$1,137,929, respectively. This interest rate swap was not terminated when the bonds were refunded in December 2009 nor in December 2016. The interest rate on the refunded Series 2009A bonds reflects a higher rate due to not terminating this interest rate swap.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(6) Derivative Financial Instruments:** (Continued)

Accordingly, the fair value of \$1,041,084 of the ineffective Series 2007A interest rate swap at June 30, 2022, is being amortized over the remaining life of the refunded Series 2009A bond.

The synthetic instrument method evaluates the effectiveness by quantitative approach. The synthetic instrument method evaluates effectiveness by combining the hedgeable item and the potential hedging derivative instrument to simulate a third synthetic instrument. A potential hedging derivative instrument is effective if its total variable cash flows substantially offset the variable cash flows of the hedgeable item. The Organization determined that it met the criteria of the synthetic instrument method. Therefore, the change in the fair value of the effective interest rate swap is presented in the statements of net position as a deferred outflow of resources in the amount of \$489,040 and \$2,021,532 at June 30, 2022 and 2021, respectively.

(d) **Credit risk**—As of June 30, 2022 and 2021, the Athletics Finance Corporation was not exposed to credit risk because the swap had a negative fair value. However, should interest rates change and the fair value of the swap become positive, the Organization would be exposed to credit risk in the amount of the derivative's fair value.

(e) **Basis risk**—Basis risk arises when different indexes are used in connection with a derivative. Given that both the bond and the interest rate swap are based on 63.7% of the three-month LIBOR rate, there is limited basis risk.

(f) **Termination risk**—The derivative contract uses the International Swap Dealers Association (ISDA) Master Agreement, which includes standard termination events, such as failure to pay and bankruptcy. The schedule to the Master Agreement includes an "additional termination event." That is, the swap agreement may be terminated if: (i) the loan or other indebtedness in connection with which a transaction entered into by the Athletics Finance Corporation for the purpose or with the effect of altering the net combined payment from a floating to fixed or a fixed to floating rate basis is repaid, whether upon acceleration of principal, at maturity, or otherwise, or for any other reason ceases to be an obligation of the Athletics Finance Corporation, with or without the consent of the counterparty (Regions Bank); or (ii) any credit support document expires, terminates or ceases to be of full force and effect. Also, the swap agreement may be terminated or assigned by Athletics Finance Corporation if the counterparty's (Regions Bank) long-term, senior, unsecured, unenhanced debt rating is withdrawn, suspended, or falls below at least two of the following: a) "Baa1" as determined by Moody's; or b) "BBB" as determined by Standard and Poor's; or c) "BBB" as determined by Fitch. As of June 30, 2022 and 2021, the swap counterparty was rated in excess of the aforementioned requirements.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(6) Derivative Financial Instruments:** (Continued)

(g) **Swap payments and associated debt**—Using rates as of June 30, 2022, debt service requirements of the variable-rate debt and net swap payments, assuming current interest rates remain the same for their term, are as follows:

For the Year Ending June 30,	Variable-Rate Bond		Interest Rate Swap,	Total
	Principal	Interest	Net	
2023	\$ 1,135,000	\$ 528,680	\$ 270,011	\$ 1,933,691
2024	1,185,000	490,594	252,590	1,928,184
2025	1,245,000	450,829	230,250	1,926,079
2026	1,300,000	409,052	208,913	1,917,965
2027	1,355,000	365,429	186,634	1,907,063
2028-2032	9,535,000	1,161,553	505,058	11,201,611
<b>Total</b>	<b>\$ 15,755,000</b>	<b>\$ 3,406,137</b>	<b>\$ 1,653,456</b>	<b>\$ 20,814,593</b>

As rates vary, variable-rate bond interest payments and net swap payments will vary.

**(7) Unearned Revenues:**

The Athletics Finance Corporation and the University have pledged future revenues in order to meet certain minimum bond requirements under the issue of bond-related debt to finance the stadium project. Operating revenues may include athletics fees collected by the University, fund raising revenues, contributions, conference payments and naming rights revenues. Nonoperating revenues include capital gifts and investment revenues related to any of the above. Operating revenues related to the sale of football stadium suites and club seats have been deferred. Revenues are unavailable until the year they are earned. Suite sales will be recognized annually based on their corresponding contracts.

The following schedule presents sales commitments under suite agreements and ticket sales that expire on June 30, 2027:

For the Year Ending June 30,	Amount
2023	138,788
2024	24,320
2025	12,160
2026	12,160
2027	12,160
<b>Total</b>	<b>\$ 199,588</b>

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022 AND 2021**

**(8) Related Party Transactions:**

(a) **Related party revenues**—In accordance with the Memorandum of Understanding dated March 5, 2010; the University manages stadium-related activities, collects revenues on behalf of the Athletics Finance Corporation, and remits revenues timely as required under the existing trust indenture. For the years ended June 30, 2022 and 2021, the Athletics Finance Corporation received revenue for athletic support, game guarantees, NCAA conference payments, ticket sales, sponsorship revenues, suite revenue, contributions, rental income, and other operating revenues. The total of these revenues was \$5,507,789 and \$4,139,793 in 2022 and 2021, respectively. As of June 30, 2022 and 2021, the Athletics Finance Corporation had amounts due from Florida International University related to these revenues of approximately \$1,612,010 and \$1,634,260, respectively.

(b) **Lease commitments**—Florida International University and the FIU Athletics Finance Corporation entered into two 25-year ground sublease agreements dated April 1, 2007 rendering the rights to the FIU Athletics Finance Corporation to issue a series of capital improvement bonds of which a portion of the proceeds, along with contributions from the University, was to finance a stadium improvement project located on University premises. Under this agreement the FIU Athletics Finance Corporation shall prepay to the University for rental of the premises in the sum of \$31,937,211.

The following schedule by years represents management's best estimate of future minimum rental expense that will be recognized for these sublease agreements:

<b>For the Year Ending</b>		
	<b>June 30,</b>	<b>Amount</b>
	2023	1,304,083
	2024	1,304,083
	2025	1,304,083
	2026	1,304,083
	2027	1,304,083
	2028-2032	6,520,416
	2033	1,195,410
	Total	<u>\$ 14,236,241</u>
<b>Reconciliation of the Statement of Net Position to the Lease Commitment</b>	<b>2022</b>	<b>2021</b>
Current prepaid rent	\$ 1,304,083	\$ 1,304,083
Noncurrent prepaid rent	12,932,158	14,236,242
Total prepaid rent	14,236,241	15,540,325
Other assets	2,585	32
Total prepaid rent and other	<u>\$ 14,238,826</u>	<u>\$ 15,540,357</u>

As of June 30, 2022 and 2021, construction draws amounting to \$31,937,211 have been paid by the University to various contractors. The prepaid rent has been amortized by \$1,304,083 in both years.

## **SUPPLEMENTARY INFORMATION**



**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**SUPPLEMENTAL SCHEDULE**  
**FOR THE YEARS ENDED JUNE 30, 2022**  
**(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)**

	<b>General AFC</b>	<b>Football Operations</b>	<b>Event Operations</b>	<b>2022</b>	<b>2021</b>
<b>Operating revenues</b>					
Game guarantees	\$ 1,750,000	\$ -	\$ -	\$ 1,750,000	\$ 775,000
Athletic support	1,203,831	-	-	1,203,831	1,246,223
NCAA conference payments	713,087	-	-	713,087	590,134
Event revenues	-	-	507,398	507,398	196,476
Suite revenues	-	428,640	-	428,640	283,080
Rental income	-	-	296,873	296,873	230,828
Sponsorship revenues	296,536	-	-	296,536	62,863
Ticket sales	-	229,183	-	229,183	49,617
Merchandise royalties	82,241	-	-	82,241	25,567
Contributions	-	-	-	-	680,005
Total operating revenues	<u>4,045,695</u>	<u>657,823</u>	<u>804,271</u>	<u>5,507,789</u>	<u>4,139,793</u>
<b>Operating expenses</b>					
Amortization of prepaid rent	1,304,083	-	-	1,304,083	1,304,083
Professional services	206,608	149,842	97,837	454,287	102,687
Security services	-	134,609	167,138	301,747	90,708
Custodial and janitorial	63,089	70,485	137,251	270,825	110,552
Materials and supplies	186,281	14,350	-	200,631	54,442
Utilities	188,124	673	5,280	194,077	132,464
Repairs and maintenance	53,401	-	1,200	54,601	55,155
Rental of equipment	4,942	16,247	975	22,164	7,021
Banking fees	14,023	-	-	14,023	14,784
Depreciation	3,650	-	-	3,650	21,900
Other operating expenses	61	-	-	61	61
Total operating expenses	<u>2,024,262</u>	<u>386,206</u>	<u>409,681</u>	<u>2,820,149</u>	<u>1,893,857</u>
<b>Operating income</b>	<u>2,021,433</u>	<u>271,617</u>	<u>394,590</u>	<u>2,687,640</u>	<u>2,245,936</u>
<b>Nonoperating revenues (expenses)</b>					
Interest income	4,223	-	-	4,223	458
Interest expenses and fiscal charges	(976,276)	-	-	(976,276)	(1,020,320)
Total nonoperating expenses	<u>(972,053)</u>	<u>-</u>	<u>-</u>	<u>(972,053)</u>	<u>(1,019,862)</u>
<b>Transfers to Florida International University</b>	-	-	-	-	1,000,000
<b>Change in net position</b>	<u>\$ 1,049,380</u>	<u>\$ 271,617</u>	<u>\$ 394,590</u>	<u>\$ 1,715,587</u>	<u>\$ 226,074</u>

The accompanying notes to the financial statements  
are an integral part of these statements.

**FIU ATHLETICS FINANCE CORPORATION**  
**(A DIRECT SUPPORT ORGANIZATION)**  
**SUPPLEMENTAL SCHEDULE**  
**FOR THE YEARS ENDED JUNE 30, 2021**

	<u>General AFC</u>	<u>Football Operations</u>	<u>Event Operations</u>	<u>2021</u>
<b>Operating revenues</b>				
Athletic support	\$ 1,246,223	\$ -	\$ -	\$ 1,246,223
Game guarantees	775,000	-	-	775,000
Contributions	680,005	-	-	680,005
NCAA conference payments	590,134	-	-	590,134
Suite revenues	-	283,080	-	283,080
Rental income	-	-	230,828	230,828
Event revenues	-	-	196,476	196,476
Sponsorship revenues	62,863	-	-	62,863
Ticket sales	-	49,617	-	49,617
Merchandise royalties	25,567	-	-	25,567
Total operating revenues	<u>3,379,792</u>	<u>332,697</u>	<u>427,304</u>	<u>4,139,793</u>
<b>Operating expenses</b>				
Amortization of prepaid rent	1,304,083	-	-	1,304,083
Utilities	132,219	245	-	132,464
Custodial and janitorial	53,482	14,633	42,437	110,552
Security services	-	66,612	24,096	90,708
Professional services	28,279	26,272	48,136	102,687
Repairs and maintenance	55,155	-	-	55,155
Materials and supplies	52,722	1,720	-	54,442
Depreciation	21,900	-	-	21,900
Banking fees	14,784	-	-	14,784
Rental of equipment	3,981	790	2,250	7,021
Other operating expenses	61	-	-	61
Total operating expenses	<u>1,666,666</u>	<u>110,271</u>	<u>116,919</u>	<u>1,893,857</u>
<b>Operating income</b>	<u>1,713,127</u>	<u>222,426</u>	<u>310,385</u>	<u>2,245,936</u>
<b>Nonoperating revenues (expenses)</b>				
Interest income	458	-	-	458
Interest expenses and fiscal charges	(1,020,320)	-	-	(1,020,320)
Total nonoperating expenses	<u>(1,019,862)</u>	<u>-</u>	<u>-</u>	<u>(1,019,862)</u>
<b>Transfers to Florida International University</b>	1,000,000	-	-	1,000,000
<b>Change in net position</b>	<u>\$ (306,735)</u>	<u>\$ 222,426</u>	<u>\$ 310,385</u>	<u>\$ 226,074</u>

The accompanying notes to the financial statements  
are an integral part of these statements.

## **REPORTING SECTION**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors,  
FIU Athletics Finance Corporation:

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of FIU Athletics Finance Corporation (the Corporation), a direct support organization and component unit of Florida International University, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements, and have issued our report thereon dated October 19, 2022.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Corporation's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Corporation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L.C." The signature is written in a cursive, flowing style.

Gainesville, Florida  
October 19, 2022

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

December 6, 2022

**Subject: Florida International University Academic Health Center Health Care  
Network Faculty Group Practice, Inc. Financial Audit, 2021-22**

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**Proposed Committee Action:**

Recommend acceptance by the Florida International University Board of Trustees of the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. Financial Audit for the 2021-22 Fiscal Year and authorize the President of the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. to take all actions necessary pertaining to this Financial Audit, including filing the report with the Auditor General.

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**Background information:**

The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. Financial Audit for 2021-22 was approved by the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. Board of Directors on October 25, 2022, and the University President is recommending its acceptance.

Florida Board of Governors Regulation 9.017(2)(e) Faculty Practice Plans, states in relevant part that each Faculty Practice Plan shall include and/or provide for an annual audit, which shall be forwarded to the Board of Governors for review and oversight.

Florida Board of Governors Regulation 9.011(5) University Direct Support Organizations and Health Services Support Organizations, states in relevant part:  
Support organizations shall provide for an annual audit conducted pursuant to university regulations or policies. The annual audit report shall be submitted to the university board of trustees for review. The audit report shall be submitted to the Board of Governors, and the Auditor General.

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**Supporting Documentation:**

James Moore & Co., October 25, 2022 letter to the Finance and Audit Committee of the Board of Directors of the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc.

Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. Financial Audit, 2021-22

**Facilitator/Presenter:**

Aime Martinez

October 25, 2022

To the Finance and Audit Committee of the Board of Directors  
the Florida International University Academic Health Center  
Health Care Network Faculty Group Practice, Inc.:

We have audited the financial statements of the Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. (FIU HCN) as of and for the years ended June 30, 2022, and have issued our report thereon dated October 25, 2022. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated January 28, 2022 our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the FIU HCN solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

## **Significant Risks**

Professional standards require that we, as auditors, identify during the planning stage of the audit significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the planning stage of the audit process, we identified the following significant risks that could potentially impact FIU HCN.

- Override of internal controls by management
- Improper revenue recognition

We designed our audit procedures to address these risks. If during the course of the audit we had any findings related to these other risks, we would communicate those findings to you. We have no findings associated with any of these risks that our audit was designed to consider, and no issues were noted that impacted our ability to render an opinion on the financial statements.

## **Qualitative Aspects of the FIU HCN's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the FIU HCN is included in Note 1 to the financial statements. As described in Note 1 to the financial statements, during the year, the FIU HCN changed its method of accounting for leases by adopting Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*, during the 2022 fiscal year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the depreciation expense is based on estimated useful lives which range from 5-15 years, using the straight-line method. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.



To the Finance and Audit Committee of the Board of Directors  
the Florida International University Academic Health Center  
Health Care Network Faculty Group Practice, Inc.:  
October 25, 2022  
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### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the FIU HCN's financial statements relate to: Note 4 relating to related party transactions.

### **Significant Unusual Transactions**

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We identified no significant unusual transactions as a result of our audit procedures.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no misstatements noted during the year.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no misstatements identified by us as a result of our audit procedures.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the FIU HCN's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Circumstances that Affect the Form and Content of the Auditor's Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. No such circumstances arose during the course of the audit.

To the Finance and Audit Committee of the Board of Directors  
the Florida International University Academic Health Center  
Health Care Network Faculty Group Practice, Inc.:  
October 25, 2022  
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### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the management representation letter dated October 25, 2022.

### **Management's Consultations with Other Accountants**

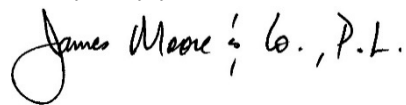
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the FIU HCN, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the FIU HCN's auditors.

This report is intended solely for the information and use of the Finance and Audit Committee of the Board of Directors and management of the FIU HCN, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

JAMES MOORE & CO., P.L.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
ACADEMIC HEALTH CENTER HEALTH CARE  
NETWORK FACULTY GROUP PRACTICE, INC.**

**FINANCIAL STATEMENTS**

**JUNE 30, 2022**

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH  
CENTER HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
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JUNE 30, 2022**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Audit Committee of,  
The Florida International University Academic Health Center  
Health Care Network Faculty Group Practice, Inc.:

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. (the FIU HCN), a component unit of Florida International University, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the FIU HCN's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the FIU HCN as of June 30, 2022, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the FIU HCN and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

The FIU HCN's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the FIU HCN's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the FIU HCN's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the FIU HCN's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

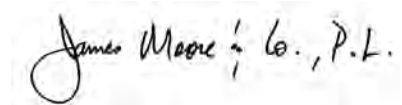
Accounting principles generally accepted in the United States of America require that management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Emphasis of Matter***

As discussed in Note 1(k) and Note 6, the FIU HCN implemented GASB 87, *Leases*, for the year ended June 30, 2022. The 2022 financial statements have been presented to conform with the provisions of GASB 87. Our opinion is not modified with respect to this matter.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2022, on our consideration of the FIU HCN's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the FIU HCN's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Gainesville, Florida  
October 25, 2022

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2022**

The management's discussion and analysis (MD&A) provides an overview of the financial position and activities of The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. (the FIU-HCN or HCN) for the fiscal years ended June 30, 2022, and 2021, and should be read in conjunction with the financial statements and notes thereto. The MD&A, financial statements, and notes thereto, are the responsibility of management.

## **BACKGROUND**

The FIU-HCN financial model transitioned in fiscal year 2015-2016 from a full risk clinical model to a Management Services model serving different stakeholders across FIU. That same year, a new leadership team was appointed, and a new Memorandum of Understanding (MOU) was executed effective June 3, 2016, between "The Florida International University Board of Trustees and The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc." (FIU-HCN). At that time the FIU-HCN new leadership assumed a loan with a debt balance of \$8.6 million. As a result of the change in financial model, the patient revenues and respective AR for clinical services provided since July 2015 are no longer recorded under the books of HCN; it is recorded under the books of the HWCOC.

Between fiscal year 2016 and fiscal year 2022, the revenues of FIU-HCN included management fees deriving from managing the HWCOC clinics, the HWCOC Office of International Affairs (HWCOC-OIA), the FIU Student Health Clinics and Pharmacy, ORED-Embrace, Center for Children and Families credentialing and the leases of the Ambulatory Care Surgery Center (ASC) to Nicklaus Children's Hospital and Gastro Health. The ORED-Embrace agreement ended in January 2020 and the Student Health Pharmacy closed in June 2021 due to continued losses which was further impacted by the COVID-19 pandemic. The closing of the Student Health pharmacy realizes savings of approximately \$1.25 million over the next five years to FIU. In June 2022, the management service agreement with the Division of Academic & Student Affairs, in place since 2015, was replaced with a new service agreement with similar services provided to Student Health Clinics.

The expenses of the clinics passed through FIU-HCN do not include the cost of the salary and benefits related to the clinical effort for the HWCOC physician faculty time; this effort is recorded directly under the books of the HWCOC.

In the management service model, the change in net position of the HWCOC-OIA program transfers to HWCOC and the expenses of the clinic are reimbursed to FIU-HCN by HWCOC. As a result, the reported change in net position of the FIU-HCN entity represents exclusively the change in net position of the FIU-HCN management service line of business.

By June 30, 2021, the loan from FIU had an outstanding balance of \$6.7 million. The management service model proved to be successful and in July 2021 FIU-HCN was able to pay off the balance of \$6.7 million of the loan from FIU. This loan dated back to May 2015, and it originally amounted to \$8.6 million with a term of 21 years.

## **FINANCIAL HIGHLIGHTS – CURRENT YEAR**

The FIU-HCN assets in fiscal year 2022 totaled approximately \$ 12.7 million as of June 30, 2022; an increase of approximately \$ 1.1 million from June 30, 2021, resulting primarily from the recognition of lease receivables in accordance with Governmental Accounting Standards Series Statement No. 87 (GASB 87 Leases). GASB 87 was implemented by FIU-HCN for the fiscal year ended June 30, 2022. The increase related to lease receivables of \$5.2 million was offset by a decrease in cash of \$4.2 million related to the payment made to FIU on July 1st, 2021, to pay-off the loan balance as per the approval during the FIU-HCN Board of Directors meeting on May 19, 2021. Approximately \$2.7 million under total assets in fiscal year 2022 belong to the operations of the HWCOC-OIA program. Total cash sent to HWCOC net of expenses from their OIA program during the fiscal year 2022 amounted to \$3.07 million.



**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2022  
(Continued)**

The liabilities represent the accounts payable due to vendors and the Florida International University, accruals for the operating expenses, the unearned revenue related to the pre-paid rotations under the HWCOT-OIA program, and the deferred inflow of resources derived from the implementation of GASB 87 Leases. Liabilities totaled approximately \$7.6 million as of June 30, 2022, a decrease of approximately \$1.3 million over prior fiscal year driven by the full payment of the balance of the loan due to FIU amounting \$6.7 million which was offset by the recognition of deferred inflow of resources of approximately \$5.1 million. Liabilities related to the HWCOT-OIA program amounted to approximately \$2.1 million as of June 30, 2022.

The FIU-HCN's operating revenues totaled approximately \$11.7 million for the 2022 fiscal year, an approximate increase of \$513 thousand over prior fiscal year and exceeding budget by \$2.3 million. Most of this increase is driven by higher volumes in the OIA program resulting from the ability to offer remote learning programs through January 2022 as a result of the COVID-19 pandemic.

Included in the \$11.7 million operating revenues are: (a) Management fee service revenue totaling approximately \$3.08 million. (2) The HWCOT-OIA educational program revenue and other OIA revenues deriving from registration, change and cancellation fees totaling approximately \$6.0 million. (3) Revenues related to the HWCOT clinics (the payments from HWCOT to cover the cost of operating the HWCOT clinical sites) totaling approximately \$1.5 million reported as part of "other revenues". (4) The rental revenue and CAM revenue amounting to approximately \$0.79 million deriving from the Nicklaus Children's Hospital lease.

Operating expenses totaled approximately \$6.0 million for the 2022 fiscal year, an increase of approximately \$215 thousand over the prior fiscal year. This is mainly derived from vacant positions that were filled in 2022 fiscal year that drove the increase in contractual personnel services and by the increase in contracted professional services expense in the HWCOT-OIA program related to the increase in student rotations. Non-operating expenses include the net of SPIA (State Treasury Special Purpose Investment Account) investment losses totaling \$29 thousand, and the total recorded transfers from the OIA program to HWCOT related to the fiscal year 2022 net income totaling approximately \$3.3 million.

**FINANCIAL HIGHLIGHTS – PRIOR YEAR**

The FIU-HCN assets in fiscal year 2021 totaled approximately \$11.6 million as of June 30, 2021; an increase of approximately \$2.2 million from June 30, 2020, resulting primarily from the cash and receivables from management fees under the management service line of business and cash and receivables from the educational program under the HWCOT Office of International Affairs (OIA) line of business. Approximately \$2.3 million under total assets in fiscal year 2021 belong to the operations of the HWCOT-OIA program. Total cash sent to HWCOT net of expenses from their OIA program during the fiscal year 2021 amounted to \$2.7 million.

The liabilities represent the accounts payable due to vendors and the Florida International University, accruals for the operating expenses, the unearned revenue related to the pre-paid rotations under the HWCOT-OIA program and the debt due to the Florida International University (FIU or FIU proper). Liabilities totaled approximately \$9 million as of June 30, 2021, an increase of approximately \$132 thousand over prior fiscal year driven by payables to HWCOT from the OIA program net income. Liabilities related to the HWCOT-OIA program amounted to approximately \$1.8 million as of June 30, 2021.

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MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2022  
(Continued)**

The FIU-HCN's operating revenues totaled approximately \$11.2 million for the 2021 fiscal year, an approximate increase of \$942 thousand over prior fiscal year and exceeding budget by \$1.1 million. Most of this increase is driven by higher volumes in the OIA program resulting from the ability to open remote learning programs during the COVID-19 pandemic.

Included in the \$11.2 million operating revenues are: (a) Management fee service revenue totaling approximately \$3.1 million. (2) The HWCOT-OIA educational program revenue and other OIA revenues deriving from registration, change and cancellation fees totaling approximately \$6.0 million. (3) Revenues related to the HWCOT clinics (the payments from HWCOT to cover the cost of operating the HWCOT clinical sites) totaling approximately \$1.3 million reported as part of "other revenues". (4) The rental revenue which includes CAM revenue amounting to approximately \$0.68 million deriving from the Miami Children's Hospital (currently Nicklaus Children's Hospital) lease. The rental revenue from the lease is set aside to pay the principal and interest on the loan due to FIU.

Operating expenses totaled approximately \$5.7 million for the 2021 fiscal year, an increase of approximately \$285 thousand over the prior fiscal year. This is mainly driven by the increase in contracted services in the HWCOT-OIA program deriving from the increase in student rotations due to the remote program offerings during the COVID-19 pandemic. Non-operating expenses include the net of SPIA (State Treasury Special Purpose Investment Account) investment earnings totaling \$5 thousand, the interest expense on the debt payments to FIU proper totaling approximately \$141 thousand and the total recorded transfers from the OIA program to HWCOT related to the fiscal year 2021 net income totaling approximately \$3.2 million.

## **OVERVIEW OF FINANCIAL STATEMENTS**

The FIU-HCN's financial report includes three basic financial statements: the statement of net position; the statement of revenues, expenses and changes in net position; and the statement of cash flows.

### ***Statement of Net Position***

The statement of net position reflects the assets and liabilities of the FIU-HCN, using the accrual basis of accounting, and presents the financial position of the FIU-HCN at a specified time. The difference between total assets and total liabilities, net position, is one indicator of the FIU-HCN's current financial condition. The changes in net position that occur over time indicate improvement or deterioration in the FIU-HCN's financial condition.

The following summarizes the FIU-HCN's assets, liabilities, and net position as of June 30:

### **Condensed Statements of Net Position as of June 30 (In Thousands)**

	<b>2022</b>	<b>2021</b>
<b>Assets</b>		
Current assets	\$ 6,851	\$ 10,598
Noncurrent assets (1)	5,844	1,033
<b>Total Assets</b>	<b>\$ 12,696</b>	<b>\$ 11,631</b>

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2022  
(Continued)**

	<u>2022</u>	<u>2021</u>
<b>Liabilities</b>		
Current liabilities (2)	\$ 2,537	\$ 8,969
Noncurrent liabilities (2)	5,085	-
<b>Total Liabilities</b>	<u>\$ 7,622</u>	<u>\$ 8,969</u>
<b>Net Position</b>		
Investment in capital assets	\$ 26	\$ 31
Unrestricted	5,047	2,631
<b>Total Net Position (3)</b>	<u>\$ 5,073</u>	<u>\$ 2,662</u>

- (1) *Noncurrent assets include a balance in SPIA (State Treasury Special Purpose Investment Account) of approximately \$1.0 million and lease receivable resulting from the implementation of GAS B87 Leases of \$4.8 million as of July 1, 2021.*
- (2) *Decrease in current liabilities is a result of the pay-off of the loan due to FIU on July 1, 2021 as approved by the FIU-HCN Board of Directors during the meeting on May 19, 2021.*
- (3) *As of June 30, 2022, FIU-HCN's net position ended strong with a balance of \$5.1 million retained for the benefit of the university. Approximately \$522 thousand in net position is reserved for the operations of the Office of International Affairs program belonging to HWCOM and \$1.0 million is reserved for future common area maintenance (CAM) expenses associated with the Nicklaus Children's Hospital lease agreement.*

The Condensed Statements of Net Position reflect the FIU-HCN's realignment of operations and change in financial model that began in fiscal year 2016 when the HCN revenue source transitioned from a full risk clinical revenue model to a management fee service revenue model. In this model the assets and liabilities of the FIU-HCN include the assets and liabilities of the HWCOM-OIA line of business. Current assets mainly depict cash and receivables of the management service model and the HWCOM-OIA line of business.

**In fiscal year 2022** total assets increased by approximately \$1.1 million. This includes non-current capital assets net of depreciation. The increase derives primarily from the recognition of Lease receivables amounting \$5.2 million based on the present value of lease payments expected to be received from the lease with Nicklaus Children's Hospital at the Ambulatory Care Center (ACC) during the term of the lease in accordance with GASB 87 Leases. This was offset by cash decrease of approximately \$4.2 million as compared to the end of prior fiscal year. The decrease derives from the payment made to FIU on July 1st, 2021, to pay the loan balance of \$6.7 million as per the approval during the FIU-HCN Board of Directors meeting on May 19, 2021. The loan dated back to May 2015.

Total liabilities decreased by approximately \$1.3 million resulting from the decrease in Due to FIU by \$6.7 million related to the payment of the loan which was offset by the recognition of deferred inflow of resources (as per GASB 87) of approximately \$5.1 million and the increase in payables due to HWCOM from the OIA program net income amounting \$0.3 million

Net Position ended at \$5.1 million, an increase of approximately \$2.4 million over prior fiscal year deriving primarily from the management fee revenues under the management service line of business. From fiscal year 2015 through fiscal year 2022 FIU-HCN operated successfully under a management service financial model leading to a strong balance sheet. \$522 thousand of this balance belongs to the

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(Continued)**

operations of the HWCOM-OIA program, \$1.0 million is set aside for future common area maintenance expense associated with the Nicklaus Children's Hospital lease agreement and \$3.6 million is retained by the FIU-HCN under the surveillance of the Board of Directors for the benefit of the university.

**In fiscal year 2021** assets increased by approximately \$2.2 million. This includes non-current capital assets net of depreciation. The increase derives primarily from the net increase in cash and receivables from management fees under the management service line of business; \$1.7 million and the HWCOM Office of International Affairs (OIA) line of business; \$0.5 million. The increase was offset by a \$59 thousand reduction in net depreciable capital assets. Total liabilities increased by approximately \$132 thousand resulting from the increase in payables due to HWCOM from the OIA program net income.

Net Position ended at \$2.7 million, an increase of approximately \$2.1 million over prior fiscal year deriving primarily from the management fee revenues under the management service line of business. Approximately \$522 thousand of the total net position is reserved for the operations of the HWCOM-OIA program and \$872 thousand is reserved for future CAM expenses.

***Statement of Revenues, Expenses and Changes in Net Position***

The statement of revenues, expenses, and changes in net position presents the FIU-HCN's revenue and expense activity, categorized as operating and non-operating. Operating revenues are comprised principally of management fee service revenues, HWCOM-OIA educational program revenue and rental income. The management fee service revenues during fiscal year 2022 derive from the management of the HWCOM clinics, the HWCOM Office of International Affairs (HWCOM-OIA), the FIU Student Health Clinics, CCF credentialing and the leases of the Ambulatory Care Center (ACC) to Nicklaus Children's Hospital and to Gastro Health.

Revenues and expenses are recognized when earned or incurred, regardless of when cash is received or paid.

The following summarizes the FIU-HCN's activity for the fiscal years ended June 30:

**Condensed Statements of Revenues, Expenses, and Changes in Net Position  
(In Thousands)**

	<b>2022</b>	<b>2021</b>
Operating revenues	\$ 11,683	\$ 11,170
Operating expenses	5,951	5,736
<b>Operating Income</b>	5,732	5,434
Non-operating revenue and expenses – net (1)	(29)	(136)
Transfers to the University	(3,292)	(3,211)
<b>Change in Net Position</b>	2,411	2,087
<b>Net Position, beginning of year</b>	2,662	575
<b>Net Position, end of year</b>	\$ 5,073	\$ 2,662

- (1) Non-operating revenue and expenses reflect the net of the interest expense on the loan from FIU during fiscal year 2021 and the net investment earnings/(loss) from SPIA (State Treasury Special Purpose Investment Account) in fiscal year 2022.

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
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MANAGEMENT'S DISCUSSION AND ANALYSIS  
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(Continued)**

***Operating Revenues***

The FIU-HCN categorizes revenues as either operating or non-operating. Operating revenues are derived mainly from management fees, educational programs under the HWCOM Office of International Affairs (OIA), and rental income.

The following summarizes the operating revenues by source that were used to fund operating activities during the fiscal years ended June 30.

**Operating Revenues (In Thousands)**

	<u>2022</u>	<u>2021</u>
Management fees	\$ 3,078	\$ 3,067
Educational program	5,971	5,550
Rental revenue	608	507
Rental revenue – (Common Area)	178	172
Other revenues	1,848	1,874
<b>Total Operating Revenues</b>	<u><u>\$ 11,683</u></u>	<u><u>\$ 11,170</u></u>

The management fees derive from the management of the HWCOM clinics where the faculty physicians of HWCOM provide services to patients of the local community, the HWCOM-OIA educational program where FIU-HCN provides management services to the American University of Antigua (AUA) by administering its Certificate Program for the Clerkship Rotation to 3rd year medical students and its other programs, other OIA international programs with global affiliates (International Visiting Medical Students Program) and the management of the Student Health Clinics and pharmacy. The Student Health Pharmacy closed in June 2021 due to continued losses which was further impacted by the COVID-19 pandemic. The closing of the Student Health pharmacy realizes savings of approximately \$1.25 million over the next five years to FIU.

The clinical services are provided by the faculty physicians, and they consist of Family Medicine, Internal Medicine, Gynecology, Dermatology, clinical Oncology, Psychiatry and Behavioral Health. These providers operate in various clinical sites: the Ambulatory Care Center (ACC) in the Modesto A. Maidique Campus and in the three mobile health clinics. The Broward clinic closed in July 2020 of fiscal year 2021 and its operations were consolidated at the ACC clinic. Patient revenues are not reported above since they are recorded directly on the books of HWCOM along with respective patient accounts receivable. The revenue reported for the clinics under FIU-HCN is part of “other revenues” and it represents the payments for the clinics’ operating expenses that are paid by HWCOM to the FIU-HCN.

The educational program revenue under HWCOM-OIA is derived from the pre-clinical semester rotations (FM1/IM1), the graduate certificate program (core program) and the fourth-year electives program from the AUA and from fees from clinical electives in the International Visiting Medical Student (IVMS) program administered to international students through collaboration with various institutions around the world. The HWCOM-OIA program also generates revenues from other fees related to registration, change and cancellation fees. These are included under Other Revenues.

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MANAGEMENT'S DISCUSSION AND ANALYSIS  
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(Continued)**

Rental revenue is generated from the leases at the Ambulatory Care Center (ACC) to Gastro Health and to the Nicklaus Children's Hospital on the second floor operating as an Ambulatory Surgical Center which opened in April of 2015. The CAM received with the rent payment from the Nicklaus Children's Hospital gets recognized as revenue.

Other Revenues derive from other fees in the OIA line of business which include change fees, application, and cancellation fees and from the payments from HWCOM to FIU-HCN to cover the operating expenses passed through FIU-HCN for their clinic. The decrease is mostly driven by other revenue in the Management Service line of business related to a one-time payment to Student Health services from the Higher Education Emergency Relief Funds received in prior fiscal year.

***Operating Expenses***

The FIU-HCN categorizes expenses as operating or non-operating. The Governmental Accounting Standards Board (GASB) gives financial reporting entities the choice of reporting operating expenses in the functional or natural classifications. The FIU-HCN has chosen to report the expenses in their natural classification on the statement of revenues, expenses, and changes in net position.

The following summarizes the operating expenses by natural classifications for the fiscal years ended June 30.

**Operating Expenses (In Thousands)**

	<b>2022</b>	<b>2021</b>
Contractual personnel services (1)	\$ 2,495	\$ 2,285
Contracted professional services	2,757	2,626
Rentals and leases	-	77
Common area maintenance expenses	41	66
Other operating	426	397
Depreciation	5	59
Supplies - medical	143	128
Utilities	49	48
Repairs and maintenance	5	4
Advertising and promotion	16	25
Insurance	-	-
Supplies - other	14	21
<b>Total Operating Expenses</b>	<b>\$ 5,951</b>	<b>\$ 5,736</b>

*(1) Contractual personnel services represent salaries and benefits expenses.*

Fiscal year 2022 operating expenses totaled approximately \$5.9 million: an increase of approximately \$215 thousand from the previous fiscal year. The increase is mainly due to the increase in contractual personnel services deriving from vacant positions that were filled in 2022 and increase in contracted professional services in the HWCOM-OIA programs resulting from the increase in the preceptor rotation volumes.

Fiscal year 2021 operating expenses totaled approximately \$5.7 million.

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MANAGEMENT'S DISCUSSION AND ANALYSIS  
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(Continued)**

***Non-Operating Revenue and Expenses***

Non-operating expenses include interest expense on the loans owed to the University for previous years of operations as a full risk faculty group practice and the net earnings from the investments with SPIA (State Treasury Special Purpose Investment Account).

The following summarizes the FIU-HCN's non-operating expenses for the fiscal years ended June 30:

**Non-Operating Revenues (Expenses) (In Thousands)**

	<u>2022</u>	<u>2021</u>
Interest Expense	\$ -	\$ (141)
Other Income (SPIA)	(29)	5
<b>Non-Operating Revenues and Expenses</b>	<u>\$ (29)</u>	<u>\$ (136)</u>

**ECONOMIC FACTORS THAT WILL AFFECT THE FUTURE**

In fiscal year 2023 the FIU-HCN financial model will transition to a "break-even financial model" aligned with clinic operations. The new model was presented at the May 2022 FIU-HCN Board of Directors meeting. In fiscal year 2023, the revenue budgeted under the Faculty Group Practice (FGP) as part of the "clinic operations break-even financial model" reflects clinical patient revenues, rental income and management fees related to a new agreement for the Student Health Clinics. In this new agreement, FIU-HCN will provide administrative and support services to the Division of Academic & Student Affairs (DASA) in exchange for a flat fee representing defined lower level of administrative support services. The corresponding revenues from DASA will change from \$537 thousand in fiscal year 2022 to \$90 thousand in fiscal year 2023.

The management fee revenue related to the management of the Herbert Wertheim College of Medicine (HWCOC) clinic does not apply in fiscal year 2023.

Although budgeted in fiscal year 2023, the patient revenue will start getting recorded under FIU-HCN after the agreements with the third-party payers are transitioned to FIU-HCN.

As part of the new financial model, the expenses of the FGP clinic will include a portion of the salaries and benefits of the FIU-HCN administrative personnel and the remainder of it will be under HWCOC in the university business unit. Any deficit from expenses exceeding income under the FGP clinic will be funded by HWCOC as cost reimbursement.

The salary and benefits related to the providers clinical time will continue to be excluded from the FIU-HCN and will continue to be reported under HWCOC in the university's business unit.

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2022  
(Continued)**

The operating agreement executed in October 2018 with the American University of Antigua (AUA) is being assigned to FIU-HWCOM effective in October 2022 and the FIU-HCN management fees from the American University of Antigua (AUA) totaling approximately \$2.0 million per year will transition to HWCOM. This annual amount reflects the CPI increase negotiated by FIU-HCN in the October 2018 operating agreement. As part of the agreement assignment to HWCOM, the programmatic revenues from the HWCOM Office of International Affairs (OIA) line of business will also transition to HWCOM: the AUA graduate certificate program, the AUA FM1/IM1 program, the AUA Electives program, and the International Visiting Medical Student (IVMS) program.

During the first quarter of fiscal year 2023, the operating income of FIU-HCN will include the HWCOM-OIA line of business. The operating income of the OIA will be used to offset the expenses of the FGP.

Credentialing services to the Center for Children and Families (CCF) and the leases from Nicklaus Children's Hospital and Gastro Health will remain unchanged.

From fiscal year 2015 through fiscal year 2022, FIU-HCN operated successfully under a management service financial model leading to a strong balance sheet for the beginning of fiscal year 2023. After paying off the debt to FIU proper in July of 2021, the FIU-HCN holds and retains the oversight of the fund balance generated through the management service model in place until June 30, 2022.

As we transition to the break-even model, the change in fund balance to FIU-HCN resulting from the FGP is expected to be zero.

The COVID-19 Pandemic has extended into fiscal year 2023 caused by the omicron variant during the fourth quarter of 2021. Both operations and delivery of services will continue to adapt to the changes originally caused by the Pandemic.

Although COVID-19 continues to impact globally, available prompt testing and therapeutic modalities have assisted to curtail further spread. Travel has begun to increase, and requirements have loosened. This has enabled increase travel from global partner universities and hence, the International Visiting Medical Student program (IVMS) has seen increased volumes.

HWCOM leadership under the direction of the Dean has engaged consultants to provide a baseline assessment of the current clinic operations to determine measures necessary to increase volumes through enhanced payor contract negotiations, provider productivity metrics, workflow efficiencies and partnerships.

## **REQUESTS FOR INFORMATION**

These financial statements are designed to provide a general overview of the FIU-HCN's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Finance, The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc., 11200 SW 8<sup>th</sup> Street, Miami, Florida 33199.



**THE FLORIDA INTERNATIONAL UNIVERSITY  
ACADEMIC HEALTH CENTER HEALTH CARE NETWORK  
FACULTY GROUP PRACTICE, INC.  
STATEMENT OF NET POSITION  
JUNE 30, 2022**

**ASSETS**

**Current assets**

Cash and cash equivalents	\$ 5,518,272
Education program receivable	566,488
Management fee receivable	425,077
Lease-related interest receivable	14,806
Current portion of lease receivable	311,289
Other receivables	1,342
Prepaid expenses	14,224
Total current assets	<u>6,851,498</u>

**Noncurrent assets**

Lease receivable, less current portion	4,842,899
Depreciable capital assets, net	26,232
Investments	975,231
Total noncurrent assets	<u>5,844,362</u>

**Total assets**

\$ 12,695,860

**LIABILITIES**

**Current liabilities**

Accounts payable	\$ 370,450
Due to Florida International University	1,625,622
Unearned revenue	540,985
Total current liabilities	<u>2,537,057</u>

**Total liabilities**

\$ 2,537,057

**DEFERRED INFLOW**

Deferred inflow of resources - lease-related	<u><u>\$ 5,085,371</u></u>
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**NET POSITION**

**Net position**

Net investment in capital assets	\$ 26,232
Unrestricted (see note 8)	5,047,200

**Total net position**

\$ 5,073,432

The accompanying notes are an integral part  
of this financial statement.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
ACADEMIC HEALTH CENTER HEALTH CARE NETWORK  
FACULTY GROUP PRACTICE, INC.  
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
FOR THE YEAR ENDED JUNE 30, 2022**

<b>Operating revenues</b>	
Management fee revenue	\$ 3,077,789
Educational program	5,971,071
Lease-related revenue	785,745
Other revenue	1,848,326
Total operating revenues	<u>11,682,931</u>
<b>Operating expenses</b>	
Contractual personnel services	2,494,487
Contracted professional consulting services	2,756,352
Rentals and leases	379
Common area maintenance expenses	40,954
Software licensing fees	372,895
Other operating	53,064
Depreciation	5,000
Supplies - medical	143,153
Utilities	48,990
Repairs and maintenance	5,212
Advertising and promotion	16,130
Insurance	315
Supplies - other	14,249
Total operating expenses	<u>5,951,180</u>
<b>Operating income</b>	<u>5,731,751</u>
<b>Nonoperating expense</b>	
Other expense	<u>(29,046)</u>
<b>Income before transfers</b>	5,702,705
<b>Transfers to Florida International University</b>	(3,292,098)
<b>Change in net position</b>	<u>2,410,607</u>
<b>Net position, beginning of year</b>	2,662,825
<b>Net position, end of year</b>	<u><u>\$ 5,073,432</u></u>

The accompanying notes are an integral part  
of this financial statement.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
ACADEMIC HEALTH CENTER HEALTH CARE NETWORK  
FACULTY GROUP PRACTICE, INC.  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2022**

<b>Cash flows from operating activities</b>	
Receipts from management fee revenue	\$ 2,944,897
Receipts from educational program revenue	6,060,128
Receipts from lease-related revenue	702,122
Receipts from other revenue	1,848,326
Payments to suppliers for goods and services	(5,968,401)
Net cash and cash equivalents provided by operating activities	<u>5,587,072</u>
<b>Cash flows from noncapital financing activities</b>	
Transfer from Florida International University	238,977
Transfer to Florida International University	(3,292,098)
Principal payments on notes payable to Florida International University	(6,697,216)
Net cash and cash equivalents used in noncapital financing activities	<u>(9,750,337)</u>
<b>Cash flows from investing activities</b>	
Purchase of investments	(10,293)
Interest income received	8,703
Net cash and cash equivalents used in investing activities	<u>(1,590)</u>
<b>Net change in cash and cash equivalents</b>	<u>(4,164,855)</u>
<b>Cash and cash equivalents, beginning of year</b>	9,683,127
<b>Cash and cash equivalents, end of year</b>	<u><u>\$ 5,518,272</u></u>
<b>Reconciliation of operating income to net cash and cash equivalents provided by operating activities:</b>	
Operating income	\$ 5,731,751
Depreciation	5,000
Adjustments to reconcile operating income to net cash and cash equivalents provided by operating activities:	
Increase in lease receivable	(5,154,188)
Increase in lease-related interest receivable	(14,806)
Increase in management fee receivable	(132,892)
Decrease in education program receivable	33,547
Decrease in prepaid expenses	6,609
Increase in deferred inflow of resources	5,085,371
Increase in unearned revenue	55,510
Decrease in accounts payable	(28,830)
Net cash and cash equivalents provided by operating activities	<u><u>\$ 5,587,072</u></u>

The accompanying notes are an integral part  
of this financial statement.

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2022**

(1) **Summary of Significant Accounting Policies:**

(a) **Reporting entity**—The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. (the FIU HCN), a Florida not-for-profit corporation, is a component unit of Florida International University (FIU). The FIU HCN exists exclusively to support the mission of FIU to improve and support health education at FIU in the Herbert Wertheim College of Medicine (HWCOC), the Robert Stempel College of Public Health and Social Work, the College of Nursing and Health Sciences, and departments in the College of Arts and Sciences with clinical activities. The FIU HCN has been granted tax-exempt organization status as defined by Section 501(c)(3) of the Internal Revenue Code. FIU HCN transitioned to a Management Services Organization (MSO) model in fiscal year 2016 where management services are provided to HWCOC, Office of International Affairs (OIA), the FIU Student Health Clinics, and Center for Children and Families (CCF). Additionally, FIU HCN also receives sublease revenue.

The FIU HCN was organized in the State of Florida on February 21, 2008 and on August 9, 2012, the FIU HCN changed its name from The Florida International University College of Medicine Health Care Network Faculty Group Practice, Inc. to The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc.

(b) **Basis of presentation**—The financial statements of the FIU HCN have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The FIU HCN reports under the GASB standards because it meets the criteria regarding the popular election of officers or appointment of a controlling majority of the members of the FIU HCN's governing body by one or more state or local governments.

In accordance with GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, the FIU HCN met the criteria to use enterprise fund accounting and financial reporting. Accordingly, the financial statements are reported using the economic resources measurement focus and accrual basis of accounting, which recognizes revenue when earned and expenses when a liability is incurred, regardless of timing of the related cash flow.

(c) **Use of estimates**—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

(d) **Cash and cash equivalents**—The FIU HCN considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution, eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are insured or collateralized.

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2022**

**(1) Summary of Significant Accounting Policies:** (Continued)

(e) **Investments and fair value measurements**—Funds are invested in the Special Purpose Investment Account (“SPIA”) within the Florida Treasury Investment Pool (“FTIP”). This is a pool of investments whereby the FIU HCN owns a share of the pool, not the underlying securities.

Investments are recorded at fair value. Interest, dividends, and gains and losses on investments, both realized and unrealized, are included in net investment income on the statement of revenues, expenses and changes in net position.

The FIU HCN categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs (see Note 2).

(f) **Capital assets**—Capital assets are reported at historical cost less accumulated depreciation. Capital assets consist of fixed and moveable medical equipment. Depreciation is calculated using the straight line method over the estimated service lives of the assets, which consist of 5-15 years for moveable equipment and 5-7 years for fixed equipment.

(g) **Flow assumption for restricted assets**—If both restricted and unrestricted assets are available for use for a certain purpose, it is the FIU HCN’s policy to use restricted assets first, and then use unrestricted assets as needed.

(h) **Operating revenue and expenses**—The FIU HCN’s statement of revenues, expenses, and changes in net position distinguishes between operating and nonoperating revenues, and expenses. Operating revenue results from exchange transactions associated with providing management services to HWCOC, Student Health Clinics, the management of the educational program for the OIA which are earned under the terms of the agreement with the American University in Antigua (AUA), CCF credentialing services, and the subleases to Nicklaus Children’s Hospital and Gastro Health. Operating expenses include all expenses incurred to provide management services, other than external financing costs. Additionally, operating expenses also include programmatic services and other expenses that are passed through to stake holders.

(i) **Educational program revenue**—Educational program revenues are earned under the terms of the agreement with the AUA and consist of monthly tuition revenues earned at the start of each program cycle. In addition, the FIU HCN receives program revenue under OIA from the International Visiting Medical Student program administered to international students through collaboration with various institutions. As part of the MSO role for OIA, the FIU HCN manages the operations and is custodial of programmatic profits until such time the HWCOC requests transfers of the profits.

(j) **Income taxes**—The FIU HCN is a not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes, except for unrelated business income. There were no income taxes resulting from unrelated business income during the year ended June 30, 2022. Management is not aware of any activities that would jeopardize the FIU HCN tax exempt status. The FIU HCN is not aware of any tax positions it has taken that are subject to a significant degree of uncertainty. Tax years for the past three years remain subject to examination by taxing authorities.

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2022**

**(1) Summary of Significant Accounting Policies:** (Continued)

(k) **Recently issued accounting pronouncements**—GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 seeks to increase the usefulness of governmental financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. The FIU HCN evaluated the effect of the implementation of the new standard and recorded a lease receivable of \$5,154,188, interest receivable of \$14,806, and deferred inflow of resources of \$5,085,371 in the Statement of Net Position for the year ended June 30, 2022. Refer to Note 6 for discussion of the underlying lease agreements.

GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, in May 2020. GASB 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. The provisions in GASB 96 are effective for periods beginning after June 15, 2022.

(l) **Subsequent events**—Effective in fiscal year 2023, the FIU HCN financial model transitions to a "break-even financial model" aligned with clinic operations. See *Economic Factors That Will Affect the Future* section within the Management's Discussion and Analysis for further information.

**(2) Investments:**

Investments are comprised of funds invested in the SPIA within the FTIP. Funds within the FTIP are subject to various risks including credit risk and interest rate risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. This risk can be evaluated based on the rating assigned to an issuer or other counterparty by an independent rating agency. Interest rate risk is the risk that arises for holders of fixed income securities due to fluctuations in interest rates. This risk increases as the time to maturity or duration of these securities increase. The FTIP is not exposed to foreign currency risk as State law and investment policy do not authorize the FTIP to purchase investments in foreign currencies.

The FIU HCN reported investments in SPIA at fair value totaling \$975,231 at June 30, 2022, representing ownership of a share of the pool, not the underlying securities. Pooled investments with the State Treasury are not registered with the Securities and Exchange Commission. Oversight of the pooled investments with the State Treasury is provided by the Treasury Investment Committee per Section 17.575, Florida Statutes. The authorized investment types are set forth in Section 17.57, Florida Statutes. As of June 30, 2022, the SPIA carried a credit rating of AA-f by Standard & Poor's, had an effective duration of 2.66 years and a fair value factor of 0.9479.

Participants contribute to the Treasury Pool on a dollar basis. These funds are commingled and a fair value of the pool is determined from the individual values of the securities. The fair value of the securities is summed and a total pool fair value is determined. A fair value factor is calculated by dividing the pool's total fair value by the pool participant's total cash balances. The fair value factor is the ratio used to determine the fair value of an individual participant's pool balance. The FIU HCN relies on policies developed by the State Treasury for managing interest rate risk or credit risk for this investment pool. Disclosures for the State Treasury investment pool are included in the notes to the financial statements of the State's Annual Comprehensive Financial Report.

The fair value of the FIU HCN's investment in the SPIA is measured on a recurring basis, which is valued based on the FIU HCN's share of the pool, using significant unobservable inputs (Level 3), as of June 30, 2022.

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2022**

**(3) Educational Program:**

Effective October 1, 2013, an agreement was executed by HWCOM on behalf of the FIU HCN with the AUA that allows for the opportunity for qualified AUA students to participate in a HWCOM Clinical Certificate Program that offers clinical rotations in multiple medical specialties under three different AUA programs

A new agreement with the AUA was executed by HWCOM, the FIU HCN and the Florida International University effective October 1, 2018 through September 30, 2021, increasing rates and replacing the previous agreement. The agreement automatically renewed for one year through September 30, 2022, generating management fee and education program revenues for the FIU HCN. The agreement has been reassigned to HWCOM effective October 2022 to align with the new financial and operating model in fiscal year 2022-23.

For the year ended June 30, 2022, total revenues earned under the terms of the agreements approximated \$7,080,000, composed of \$1,880,000 in management fee revenue and \$5,200,000 in educational program revenue.

**(4) Depreciable Capital Assets:**

A summary of depreciable capital assets is as follows:

	<b>Balance July 1, 2021</b>	<b>Additions</b>	<b>Disposals</b>	<b>Balance June 30, 2022</b>
Medical equipment	\$ 551,669	\$ -	\$ -	\$ 551,669
Accumulated depreciation	(520,437)	(5,000)	-	(525,437)
Depreciable capital assets, net	<u>\$ 31,232</u>	<u>\$ (5,000)</u>	<u>\$ -</u>	<u>\$ 26,232</u>

**(5) Related Party Transactions:**

On August 27, 2010, the FIU HCN entered into a loan agreement totaling \$5,321,198 with FIU in order to provide working capital and build out capital to fund the expansion of the faculty practice plan and the establishment of the ambulatory care center and other FIU clinical activities. In June of 2015, the FIU HCN renegotiated the loan agreement with FIU and borrowed an additional \$3,015,652, and \$297,112 of accrued interest was added into the loan balance, bringing the total loan to a balance of \$8,633,962. Interest on the loan accrues at 2.00% simple interest and the loan was scheduled to mature in 2036. The principal balance of the loan was \$6,697,216 at the beginning of the fiscal year ended 2022. The loan with FIU was paid off effective July 1, 2021. There was no balance outstanding at June 30, 2022.

In addition, at June 30, 2022, \$1,625,622 was owed to FIU for expenses incurred in the ordinary course of business and is included in accounts payable on the statement of net position. Amounts owed from FIU for revenues incurred in the ordinary course of business are included in management fee receivable on the statement of net position at June 30, 2022 totaled \$268,404.

**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2022**

**(6) Leases:**

The University and the FIU HCN are parties to a space leasing agreement for the Ambulatory Care Center with a term of 40 years, expiring in October 2035. For the year ended June 30, 2022, rent expense under this agreement amounted to \$1 per year.

Furthermore, certain space within this facility was subleased. The FIU HCN recognized lease revenue of \$419,644, interest revenue of \$188,449, and common area maintenance income of \$177,652, for a total \$785,745 of lease-related revenue for the year ended June 30, 2022. This sublease runs through 2035, and has an option to renew for an additional 10-year period. Future minimum rentals will be increased by the Bureau Labor Statistics Consumer Price Index ("CPI") on annual basis. Future minimum rentals to be received on the sublease are as follows:

<b>Fiscal Year Ending June 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Common Area Maintenance</b>	<b>Total</b>
2023	\$ 325,161	\$ 177,552	\$ 177,652	\$ 680,365
2024	336,948	165,730	177,652	680,330
2025	349,162	153,480	177,652	680,294
2026	361,819	140,786	177,652	680,257
2027	374,934	127,631	177,652	680,217
2028 – 2032	2,088,657	423,533	888,260	3,400,450
2033 – 2035	1,317,507	63,696	488,543	1,869,746
Total future minimum rentals	<u>\$ 5,154,188</u>	<u>\$ 1,252,408</u>	<u>\$ 2,265,063</u>	<u>\$ 8,671,659</u>

The FIU HCN leases equipment and building occupancy on a month-to-month basis. Total rental expense for the year ended June 30, 2022 was \$379.

**(7) Commitments and Contingencies:**

**Healthcare industry**—The healthcare industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare participation requirements, reimbursement for patient services, Medicare fraud and abuse and under provisions of the Health Insurance Portability and Accountability Act of 1996, patient records privacy and security. Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed.

Management believes that the FIU HCN is currently in compliance with fraud and abuse statutes as well as other applicable government laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time.



**THE FLORIDA INTERNATIONAL UNIVERSITY ACADEMIC HEALTH CENTER  
HEALTH CARE NETWORK FACULTY GROUP PRACTICE, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2022**

**(8) Unrestricted Net Position:**

The FIU HCN has designated certain components of current unrestricted net position for certain purposes.

Unrestricted net position is classified as follows at June 30, 2022:

**Designated**

Common area maintenance	\$ 1,008,581
Office of International Affairs	<u>522,325</u>

**Total designated**

1,530,906

**Undesignated**

This component represents funds that have not been designated for any purpose by the Board of Directors and are readily available for expenditure, in accordance with the purpose and bylaws of the FIU HCN [see Note (1) (a)]

**Total unrestricted net position**

<u>3,516,294</u>
<u><u>\$ 5,047,200</u></u>

## **COMPLIANCE SECTION**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors and Audit Committee of,  
The Florida International University Academic Health Center  
Health Care Network Faculty Group Practice, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. (the FIU HCN) as of and for the year ended June 30, 2022, and the related notes to the financial statements, and have issued our report thereon dated October 25, 2022.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the FIU HCN's internal control over financial reporting (internal control) as a basis for designing the procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the FIU HCN's internal control. Accordingly, we do not express an opinion on the effectiveness of the FIU HCN's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

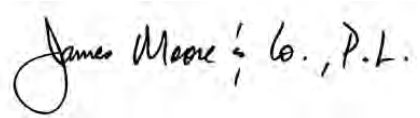
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the FIU HCN's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Gainesville, Florida  
October 25, 2022

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
December 6, 2022

**Subject: Approval of Contract greater than \$3,000,000:**

- #PUR- 05774 with Adidas America Inc

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**Proposed Committee Action:**

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, recommend that the Florida International University Board of Trustees (i) approve the contract as described in the Board materials and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contract.

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**Background Information**

**Contract #PUR-05774 (Vendor: Adidas American Inc.)** is being requested. FIU Procurement Services initiated an Invitation to Negotiation, ITN-2020-00073 Athletics Department Apparel and Equipment. After a thorough selection process, the evaluation committee recommended awarding the contract to the number one ranked respondent, Adidas America Inc. The Intent to Award was posted on August 12, 2022, and the contract is contingent on approval by the FIU Board of Trustees.

Adidas America Inc. shall outfit seventeen (17) student-athlete teams, employees, and support personnel during official University business or intercollegiate practices and athletics competitions.

- **Term:** Initial term will be for five (5) and one-half (1/2) years with the option to renew for two (2) additional one (1) year terms
- **Cost:** \$3,187,500 including renewal options
- **Funding source:** Athletics

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**Supporting Documentation:**

Contract #PUR-05774

Invitation to Negotiate (ITN) Standard Provisions

Funding Certification Form

**Facilitator/Presenter:**

Aime Martinez

E-ITN #2022-00073

## COVER AGREEMENT

**THIS COVER AGREEMENT** (the “Agreement”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“**FIU**”) and **adidas America Inc**, an Oregon Corporation, whose address is 5055 N. Greeley Avenue, Portland, OR 92717, who is authorized to do business in the State of Florida (the “Contractor”).

## RECITALS

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. 2022-00073 (the “ITN”) to provide the following goods and/or services: Athletics Department Apparel and Equipment (the “Services”);

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services, along with a Best and Final Offer titled the Team Agreement (the “Team Agreement”), which contains the financial and related terms accepted by FIU regarding the Services; and

**WHEREAS**, this Cover Agreement, the ITN, and the Team Agreement shall be known, collectively, as the “Contract.”

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of (5) years commencing on July 1<sup>st</sup>, 2023 and ending on June 30<sup>th</sup>, 2028 (the “Initial Term”), and may be renewed in writing by the parties for two (2) additional one (1) year terms (each, a “Renewal Term”) (collectively, the Initial Term and the Renewal Term(s) shall be known as the “Term”).

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation ITN No. 2022-00073, including the General Terms and Conditions, as amended, attached hereto together as Exhibit I and incorporated herein by reference, and the Team Agreement, attached hereto as Exhibit II and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Competitive Solicitation ITN-2022-00073, especially including the General Terms and Conditions, as amended; and
- c. third, the Team Agreement.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

adidas America Inc.  
5055 North Greeley Avenue  
Portland, OR 97128  
Attention: Chris McGuire, VP NAM  
Sports Marketing

*With copy to:*

adidas America Inc.  
5055 North Greeley Avenue  
Portland, OR 97128  
Attention: Keith McIntire, Associate  
General Counsel

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411

Miami, FL 33199  
Attn: Executive Procurement Director

*With copy to:*

Florida International University  
Office of the General Counsel

11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, FL 33199

**4. No counterparts; facsimile signatures allowed.** The Contract may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Contract shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that the Contract has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Contract is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points (if any) are:**

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**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

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**ADIDAS AMERICA, INC.**

BY:

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NAME & TITLE:

DATE:

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BY:

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NAME & TITLE:

DATE:

FOR FIU:

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**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

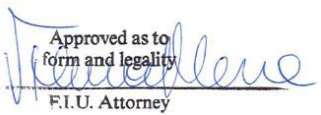
BY:

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NAME & TITLE:

DATE:

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Approved as to  
form and legality  
  
F.I.U. Attorney

Date:



Hey Cheryl,

Thanks for the extra time, getting with my team one final time, we have decided on just one contract, vs the two proposals we initially planned to send. See all details for our BAFO below. Thank you Cheryl, it's been a pleasure working with you during this period.

- **CONTRACT PROPOSAL BREAKDOWN**

- Discount structure will remain at 30% off wholesale **(SECTION 1.1 + 1.2)**
- Purchase minimum increased from 300K to 350K **(SECTION 4)**
- We will offer FIU a supplemental promo allotment each year should school comply to their purchase spend minimum **(SECTION 5)**
  - \$50K in promo each year **(SECTION 5.2)**
- We will offer a purchase escalator to FIU, each time school spends 100K over your purchase minimum, we will award FIU with 50K in promo **(SECTION 6)**

- **FIU Redlining Remarks**

- Section 3 (grey highlighted area)
  - "In addition to the provisions already stated in Section 3, for avoidance of doubt, during the Term of this Agreement, School acknowledges and understands that School shall not grant any license, permission, or right of any kind to Nike or Under Armour, or any of their parent companies, subsidiaries, affiliates, or other related entities, which are currently existing or may be created."
    - *FIU Concern = Can FIU still rent out facilities w/adidas competitors should the opportunity present itself and would it be a breach of contract?*
      - **Yes FIU is permitted to rent out facilities to adidas competitors, our language relates only to the permission/granting of FIU licenses + rights to adidas competitors (i.e. product, hardgoods, apparel, etc.), we will not amend the language, as the ask doesn't conflict with the agreement**
- Section 9.2 (Termination by adidas)
  - FIU requests a 'right to cure' to section 9.2, our legal team has declined to make this amendment

Best Regards,

Matthew Hatheway

NCAA Manager – Florida

adidas Team Sports

M: +1 (213) 435 8723 [matthew.hatheway@adidas.com](mailto:matthew.hatheway@adidas.com)

3320 SW 32<sup>nd</sup> Ave, West Park, FL 33023

## TEAM AGREEMENT

This Team Agreement (this "Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and Florida International University ("School"). ~~This Agreement is effective as July 1, 2023 and ending on June 30, 2028 (See Section 8 regarding Term).~~

## RECITALS

- A. School fields athletic teams and programs in Men's: Baseball, Basketball, Football, Cross Country, Track and Field, and Soccer. Women's: Basketball, Volleyball, Beach Volleyball, Golf, Soccer, Softball, Swimming & Diving, Tennis, Cross Country, Track & Field, and Volleyball, and includes any new teams and programs added by School during the Term of this Agreement (each, a "Team") and retains and supports the coaches, staff, and student athletes in connection therewith (collectively, the "Team Participants").
- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Direct Sales Program (the "adidas Team Program"), the terms and conditions of sale are updated periodically in the adidas Team Sales Catalog. The products included in the adidas Team Program include Footwear Products and Non-Footwear Products (each as defined in Section 1 below) (collectively, "adidas Products"). adidas wishes to support School and its athletic teams and programs by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program.
- C. School wishes to acquire and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

The parties agree as follows:

## AGREEMENT

### 1. **adidas Products.**

- 1.1. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products directly from adidas for Team Participants' use in accordance with the adidas Team Program (30% off WHOLESale adidas Footwear Products, except for adidas Golf Footwear Products which are at 40% off MSRP). "Footwear Products" means all footwear for Team Participants for all Team events, including competition, practices, training, coaching, travel, recruiting and media engagements.
- 1.1. Apparel, Custom Uniforms, Accessories and Equipment. During the Term, School agrees to purchase, directly from adidas, Non-Footwear Products for Team Participants' use in accordance with the adidas Team Program (30% off WHOLESale for all apparel, except for Saranac and adidas Golf apparel products

ordered directly from the golf site) for Team Participants' use in each case for all Team events. "Non-Footwear Products" means all apparel, adidas Golf apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, football & batting gloves, watches, eyewear, hard goods, and inflatables) included in the adidas Team Program, including football inflatables, but excluding Footwear Products.

- 1.2. Summary of Discounts. The discounts set forth in Sections 1.1 and 1.2 above may be summarized as follows:

Product	Wholesale Price	Discount off Wholesale Price
adidas Apparel & Accessories	50% off MSRP	30% off Wholesale
adidas Footwear	45% off MSRP	30% off Wholesale
adiCustom (custom uniforms)	50% off MSRP	30% off Wholesale
Agron (socks & bags)	50% off MSRP	30% off Wholesale
Saranac (football & baseball, softball batting gloves)	50% off MSRP	No further discount
adidas Golf Apparel & Accessories	50% off MSRP	No further discount
adidas Golf Footwear	40% off MSRP	No further discount

- 1.3. No Warranties. adidas shall not be liable for any injury or damage suffered by School or Team Participants from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
- 1.4. Orders. School will provide written purchase orders to adidas ("**Orders**") from time to time. An Order is not considered accepted by adidas until the adidas Products are shipped or until adidas sends an acknowledgement.
- 1.5. Shipping. All Orders, including those of adidas' licensees, are FOB adidas (FOB shipping point for all domestic shipments and FOB port for direct shipments). School assumes all risk of loss upon delivery of Products to School or School's representation at the FOB point. In the event of any conflict between this Section of the Agreement and any Order, invoice, or other communication between adidas and School now existing or hereafter entered into, the terms of this Agreement shall prevail.

- 1.6. Licensee Pricing. School understands and acknowledges that adidas contracts with certain licensed partners (“Licensees”) to provide products that adidas does not manufacture itself. For products ordered through Licensees, School shall order products based on pricing discounts determined by Licensees directly.

2. **Exclusive Use.**

- 2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants) exclusively uses and wears adidas Products whenever engaged in any Team event and any other athletic activities for which such attire is appropriate, including games and practice sessions, being filmed by motion picture or video tape, posing for photographs, and conducting or participating in camps or clinics.
- 2.2. No Spatting. School shall not permit any Team Participant or any other person to “spat,” obstruct or alter adidas’s logos and marks in any way.

Exceptions to this Section 2 require written approval by adidas

3. **License for Team Program Products.** With respect to the Team Programs, School hereby grants to adidas the right and license, during the Term and at all times thereafter to the extent necessary for adidas’ lawful business purposes, to use School’s name and trademarks worldwide in connection with the development, promotion, marketing, advertising, and sale of adidas Products. School shall not grant any comparable right to any other person or entity if the other person or entity is engaged in any business competitive with adidas. This license includes the right to use School’s name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School’s use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays. School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School’s Teams and Team Participants under this Agreement.

In addition to the provisions already stated in Section 3, for avoidance of doubt, during the Term of this Agreement, School acknowledges and understands that School shall not grant any license, permission, or right of any kind to Nike or Under Armour, or any of their parent companies, subsidiaries, affiliates, or other related entities, which are currently existing or may be created. The parties agree that such aforementioned prohibition to grant license, permission or right applies only in relation to products similar to or competitive with any adidas Products under adidas Team Program.

For avoidance of doubt, this grant of license above is not related to any retail license that adidas may negotiate separately with School’s licensing agent or directly with School for retail sale. or any other

4. **Purchase Minimum**

- 4.1. During the Term, adidas will provide School with discounts set forth in section 1.2 during each School Year (defined as July 1 through June 30) of the Term,

contingent upon School achieving and maintaining minimum annual purchase volume of \$350,000 per each contract year and term year (which includes custom uniform purchases directly through the adidas Team Program). If School fails to comply with minimum purchase requirements, School will pay adidas cash compensation equivalent to the sales shortfall.

## 5. Promotional Merchandise

- 5.1. Merchandise provided only provided if purchase minimum is met. During the Term, adidas will provide School with merchandise listed in section 5.2 below, during each School Year (defined as June 1<sup>st</sup> through May 30<sup>th</sup>) of the Term, contingent upon School achieving and maintaining minimum annual purchase volumes of \$350,000. If School fails to comply with minimum purchase requirements, School will pay adidas cash compensation equivalent to the sales shortfall.
- 5.2. Promotional Merchandise for Each School Year. For each School Year, during the Term, adidas shall provide the following types and values of Promotional Merchandise:

Promotional Allotment Annual Basis	Product at MRSP Value
2023 – 2024	\$50,000
2024 - 2025	\$50,000
2025 – 2026	\$50,000
2026 - 2027	\$50,000
2027 - 2028	\$50,000
2028 – 2029 <i>*contract year only if agreed upon by both parties*</i>	\$50,000
2029 – 2030 <i>*contract year only if agreed upon by both parties*</i>	\$50,000

- 5.3. “Promotional Merchandise” means promotional merchandise orders from the adidas Team Sales Catalog. Any Promotional Merchandise allotments exclude any product provided by third party vendors or licensees including Agron, Saranac, HFS, and any other vendors or licensees authorized by adidas. Unused Promotional Merchandise amounts, as of 5:00 PM EST May 30, are forfeited by School. As a result, Promotional Merchandise cannot be carried from one School Year to the next.
- 5.4. Discretionary Reductions. School acknowledges and understands that Promotional Merchandise amounts are calculated based on the School

continuing certain Team programing. If School reduces the number of Teams, then adidas may reduce Promotional Merchandise allotments based on a mutual negotiation.

6. **Incentive Compensation.** adidas shall provide School the following bonus amounts in Product (MSRP) in any School Year if School achieves the applicable goals during such School Year.

**Purchasing Volume Bonuses:** *\*School must meet purchase volume below prior to June 1<sup>st</sup> of each contract year. Values are cumulative unless otherwise noted. Values are issued as Product at MSRP value.*

Total volume of product spent by 6/1 of each contract year	Bonus Amount
\$500,000	\$50,000
\$600,000	\$50,000
\$700,000	\$50,000
\$800,000	\$50,000

**Sport Performance Bonuses:** *\*School must physically participate in any of the post season opportunities for bonuses to be awarded. Values are cumulative unless otherwise noted. Values are issued as Product at MSRP value.*

#### Football

Achievement	Bonus Amount
FBS Football National Champion	\$50,000
FBS Football Bowl Game Participant	\$10,000
FBS Football Bowl Game Champion	\$10,000
FBS Football New Year's 6 Bowl Game Participant	\$25,000
FBS Football New Year's 6 Bowl Game Champion	\$25,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$25,000

#### Men's Basketball

Achievement	Bonus Amount
Conference Regular Season Champion	\$5,000
Conference Tournament Champion	\$5,000
NCAA Post-Season Tournament Appearance	\$5,000
NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
NCAA Post-Season Tournament Final Four Appearance	\$50,000
NCAA Post-Season Tournament National Champion	\$100,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

*Women's Basketball*

<b>Achievement</b>	<b>Bonus Amount</b>
Conference Regular Season Champion	\$5,000
Conference Tournament Champion	\$5,000
NCAA Post-Season Tournament Appearance	\$5,000
NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
NCAA Post-Season Tournament Final Four Appearance	\$50,000
NCAA Post-Season Tournament National Champion	\$100,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

*Baseball & Softball*

<b>Achievement</b>	<b>Bonus Amount</b>
NCAA Post-Season Tournament Regional Appearance	\$5,000
NCAA Post-Season Tournament Super Regional Appearance	\$10,000
NCAA Post-Season Tournament College World Series Appearance	\$15,000
NCAA Post-Season Tournament College World Series Champion	\$25,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$10,000

*Men's & Women's Court Volleyball*

<b>Achievement</b>	<b>Bonus Amount</b>
NCAA Regular Season Conference Champion	\$5,000
NCAA Post-Season Tournament Appearance	\$5,000
NCAA Post-Season Tournament Sweet 16 Appearance	\$5,000
NCAA Post-Season Tournament Final 4 Appearance	\$10,000
NCAA Post-Season Tournament National Champion	\$15,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$7,500

*All Other Team Sports defined as: Cross Country, Track & Field, Beach Volleyball, Golf, Swimming & Diving, and any applicable sports as approved by adidas \*non individual qualifiers, only team qualifications\**

<b>Achievement</b>	<b>Bonus Amount</b>
NCAA Post-Season Tournament Appearance	\$5,000
NCAA Post-Season Tournament National Champion	\$10,000
Conference Coach of the Year	\$2,500

National Coach of the Year (awarded by the AP Poll)	\$7,500
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7. **Signage and Other Marketing Benefits.** In all media and methods of communication listed below, School shall identify adidas as the School's exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products. School shall use its best efforts to refer to adidas as the "Official Outfitter of School Athletics" as well as the "Official Outfitter" of the Teams.

**Official Designations.** University hereby grants adidas the exclusive right to the official designation of "Official Outfitter of Athletics," as well as the "Official Outfitter" of the Teams (collectively, "Official Designations.") University shall use its best efforts to refer to adidas by such Official Designations in all appropriate settings and situations. The parties may, from time to time, mutually agree in writing to additional official designations.

**Hospitality, Tickets & Parking Passes.** University shall supply adidas with eight (8) best available tickets and two (2) parking passes to each Team's regular season home games. Further, University shall supply adidas with six (6) best available ticket books to any exhibition game, neutral site, exempt event, and post-regular season tournament in which a Team participates, as well as one (1) parking pass to such game. In addition, University shall provide adidas with the opportunity to purchase additional tickets and parking passes upon request and subject to availability. University shall supply adidas with two (2) passes to each Alumni, Donor, or other similar function at each Team's regular season home games. Further, University shall supply adidas with one (1) All-Access credential to each Team's regular season and post-season games and shall use best efforts to provide additional credentials when requested by adidas, not to exceed four (4) per game.

**Marketing Materials.** Adidas shall be recognized by the Official Designations on any website, in any publication, and in any advertisements or promotional materials controlled by the Athletic Association that relate to the Teams including, but not limited to posters, calendars, newsletters, and step and repeat backdrops. Without limiting the foregoing, above the fold, University shall place the adidas logo on each Team's home page and a hypertext link from such home page to the adidas website.

**Signage.** Adidas shall receive two (2) best available, television view signage at all venues where the Teams play their home games and shall receive one (1) prominent television view logo on any Coaches' shows. Additionally, adidas shall receive logo placements on each Team's media step and repeat backdrops. Adidas shall receive minimum of four (4) minutes of LED, video boards, LED ribbons and rotational boards, in venues where the Teams play their home games. Adidas shall receive a minimum of two (2) of the following on-court assets on any home court the Basketball Teams complete: (i) Team Bench Aprons, (ii) Baseline Apron corners, (iii) Basketball Stanchions, (iv) On Court Diagonal or (v) another mutually agreed upon on-court sponsorship location. Adidas shall receive co-branding opportunities on any student group sectional signage. University shall use best efforts to use adidas for all marketing and student section product. Adidas shall receive logo placements in each Team's



locker rooms, practice facility, sports medicine facility, equipment room, strength & conditioning, and in other locations as mutually agreed upon by university and adidas. Adidas will be responsible for the costs of creating and providing such signage, and University shall be responsible for the installation and maintenance costs associated with such signage. Adidas considers the following facilities, at minimum to be game or practice facilities: Insert all venues here. Also include any information here regarding a neutral location where games could be played and ensuring benefits and marketing exposure apply but subject to the policies and procedures of the neutral site.

**Announcements and Other Advertisements.** If the venue where the Teams play their home games has such capability, adidas shall be recognized by the Official Designations in at least two (2) public address announcements during each home game of each Team. Further, adidas shall receive: (a) one (1) full page advertisement in the media guide for the Teams; (b) one (1) full page color advertisement in each game program for the Teams; (c) logo placement in each Team's camp brochures; and (d) logo placement on each Team's schedule card. The content of such advertisements shall be mutually agreed upon by the parties in advance.

**Social Media.** University shall positively promote its relationship with adidas, the adidas brand, and the adidas products in a minimum of four (4) social media posts per Contract Year, through social media channels controlled by the Department of Athletics. The content of such posts shall be provided by adidas and approved in advance by university, such approval not to be unreasonably delayed or withheld.

**Mailing List.** If requested by adidas, University's athletic department shall make four (4) electronic mailings or e-blasts per contract year (one (1) mailing per quarter) on behalf of adidas to the athletics mailing list, with the understanding that the content of such mailings shall be mutually agreed upon by the parties.

**Appearances.** Schedule permitting, Head Coaches will make (1) adidas-sponsored appearance per year. Written notice will be provided to Head Coach (30) days in advance. Head Coaches will make (1) adidas-sponsored Online/Social Network appearance per year. Written notice will be provided to Head Coach (14) days in advance.

8. **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit, or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.

## 9. **Term and Termination**

~~**Term.** The initial term ("Initial Term") of this Agreement will begin on the Effective Date of July 1, 2023 and will expire June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement (the "Term"). Upon expiration of the Initial Term, this Agreement may be extended by mutual written agreement of the parties for up to two (2) additional renewal~~

~~periods, with each renewal period being a twelve (12) month term (each an "Extension Term"). "Contract Term" means the Initial Term and any Extension Terms. The term "Contract Term" means that the period beginning on the Effective Date and ending June 30, 2028, and each twelve (12) month period thereafter during the Contract Term.~~

- 9.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice from the non-breaching party. The parties acknowledge and agree that the breach of Section 2 constitutes an incurable material breach of this Agreement.
- 9.2. Termination by adidas. adidas may, in its sole discretion, reduce the additional discount on top of wholesale all purchases described in Section 1.1 by 15% or terminate this Agreement if (a) one or more coaches, Teams or players are suspended or otherwise subject to material disciplinary action by the NCAA, including any disciplinary action that limits the Team's competitiveness or prevents the Team from participating in regular season or tournament games; or (b) in adidas' sole estimation one or more coaches, Teams, or players engage in conduct that reflects poorly on adidas or that harms adidas' reputation in any way.
- 9.3. Right of Suspension or Reduction. If adidas believes that School has breached any term of this Agreement, then adidas may (in its sole discretion) suspend or reduce payments of incentive compensation and/or reduce the dollar amount of adidas Products available to School under Section 4 according to the following schedule:

For the first offense, there will be a 25% reduction in the amount of Promotional Merchandise. The second offense will incur a 50% reduction in the amount of Promotional Merchandise or termination of the Agreement. The third offense will incur a 100% reduction in the amount of Promotional Merchandise or termination of the Agreement, at adidas' sole discretion. Any reductions in the amount of Promotional Merchandise will be deducted in the following School Year unless the breach occurs in the final year of this Agreement, in which case the deduction will occur in the current School Year or in the first renewal year. The decision to apply the deduction in the current School Year or the first renewal year rests entirely with adidas.

- 9.4. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Sections 9.1 and 9.2 shall survive the expiration or termination of this Agreement.

**10. Rights of First Dealing and First Refusal.**

10.1. First Dealing. Beginning not less than (60) days before the end of the Term and through the end of the Term, the parties shall meet and negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms during the First Dealing Period. During the Term of this Agreement, School shall not, and School shall not permit its agents, attorneys, accountants, representatives or employees to, engage in any discussions or negotiations with any third party for any agreement or arrangement involving, in whole or in part, the same subject matter as in this Agreement, including the sponsorship, promotion, advertisement or endorsement of athletic apparel and footwear products, or providing consulting or similar services with respect to athletic apparel and footwear products ("Third Party Deal").

10.2. ~~First Refusal. School shall not enter into an endorsement or similar agreement with a third party without first giving adidas an opportunity to enter into an agreement with School for such rights on the Third Party terms and conditions, measured solely in terms which are material, measurable and matchable ("Third Party Terms"). School shall notify adidas of the Third Party Terms it receives for any Third Party Deal. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have (30) days from its receipt of the Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then School shall enter into a new agreement with adidas consistent with the Third Party Terms.~~

**11. School Approvals.**

11.1. School Approval. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School agrees and acknowledges that any approvals given by the School's athletic director or his/her designee shall be sufficient for all purposes under this Agreement.

11.2. Notice. adidas shall provide School with items for approval. School shall approve or disapprove within five (5) business days. If School does not provide approval or disapproval within the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement.

**12. Covenants of Parties.**

12.1. Confidentiality. Subject to applicable state public records law, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose the terms hereof to such party's professional, financial, and similar advisors provided such persons are bound by covenants or obligations prohibiting further disclosure and

restricting their use of such information to purposes consistent with the provisions of this Agreement.

- 12.2. Compliance with Law. ~~Each party shall comply with all laws, rules, and regulations applicable to it in the performance of its obligations under this Agreement.~~ Intentionally
- 12.3. No Resale. During and after the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School's teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School's teams or athletic facilities but only to the extent related to vendor's provision of service to the School. If School decides to sell under (i) or (ii), School will provide notice to adidas, and the parties shall discuss the mutual agreed upon terms for such sale. Nothing in this paragraph shall apply to licensed product.
- 12.4. Indemnification. ~~School agrees to indemnify and hold harmless adidas and its agent(s) from any and all claims made by third parties arising from or with respect to (i) the School's intellectual property or artwork created by the School or created at the direction of the School ("IP"), (ii) School's breach of this Agreement or any applicable law, or (iii) School's negligence.~~ Intentionally
- 12.5. Limitation of Liability. ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, ADDITIONAL COSTS INCURRED BY SCHOOL, OR CLAIMS OF THIRD PARTIES. ADIDAS'S TOTAL LIABILITY TO SCHOOL FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES.

13. **Notices.** Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:

adidas America, Inc.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Director, U.S. Team Sports

If to School:

Director of Athletics  
Florida International University  
11200 SW 8th Street  
Miami, FL 33199

With a copy to:

With a copy to:

adidas America, Inc.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Legal Dept.

[TBD]

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

14. **Miscellaneous.**

- 14.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 14.2. Choice of Law; Venue; Jurisdiction. ~~This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The parties hereby agree and consent to the exclusive jurisdiction and venue of any federal or State court located in Multnomah County, Oregon.~~ Intentionally
- 14.3. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 14.4. Assignment. School may not assign, sell, or transfer this Agreement or any of its rights, interests, or obligations under this Agreement without adidas's prior written consent.
- 14.5. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.
- 14.6. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement. School shall be solely responsible for the

payment of all taxes or other associated expenses on any compensation or considerations received under this Agreement.

14.7. School/adidas Relationship. ~~Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership, or joint venture relationship between the parties.~~ Intentionally

14.8. Entire Agreement. ~~This Agreement, together with any exhibits, schedules or attachments, the Terms and Conditions of the adidas Team Sales catalog in place at the time of each Order, the account or credit application completed in connection with execution of this Agreement, and any other documents incorporated into this Agreement by reference, all as amended from time to time, are incorporated into this Agreement by reference, and constitute the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. The order of precedence for resolving a conflict between terms and conditions contained in this Agreement shall be as follows: (i) this Agreement, (ii) the Terms and Conditions of the adidas Team Sales catalog in place at the time of an Order, and (iii) the account or credit application. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.~~ Intentionally

15. adidas Code of Conduct and Commitment to Compliance.

adidas has high standards of compliance, as set out in its Fair Play Code of Conduct (available at [www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/](http://www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/) or upon request from [fairplay@adidas.com](mailto:fairplay@adidas.com)). To demonstrate a similarly high commitment to compliance, School confirms and agrees that: (i) it has implemented measures to comply with all applicable laws and/or regulations, and in particular all laws and/or regulations relating to bribery, corruption, and conflicts of interest; and (ii) in the event School learns of any actions by School, adidas, or any individuals affiliated with either party that, in its reasonable discretion, School determines may constitute a violation or breach of any applicable laws and/or regulations, <sup>to the extent</sup> School shall both disclose such actions to adidas at [fairplay@adidas.com](mailto:fairplay@adidas.com) and take reasonably practicable steps to cease, remedy, and/or mitigate them.

*Pre-Existing Agreements. adidas requests all pre-existing agreements applicable to any sports to be shared with us in full and outlined below.*

Team	Products	Provider	Expiration Date
Baseball	Bats, Fielding Gloves, Catcher's Protective Gear		
Swimming + Diving	Practice suits & Tech-Suits		


IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

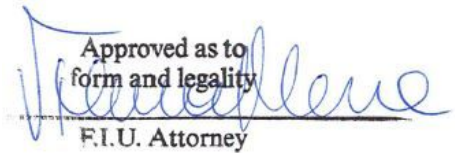
**adidas America, Inc.**

**FLORIDA INTERNATIONAL UNIVERSITY**

\_\_\_\_\_  
Name: Chris McGuire  
Title: VP, Sports Marketing  
Date:

\_\_\_\_\_  
Name: ~~Scott Carr~~  
Title: ~~Director of Athletics~~  
Date:

\_\_\_\_\_  
Name:  
Date:  
  
Title: adidas Legal:

  
Approved as to  
form and legality  
F.I.U. Attorney

**Date:**

## INVITATION TO NEGOTIATE (ITN)

### STANDARD PROVISIONS

#### 1.0 PROCESS

##### 1.1 Definitions

**“Authorized FIU Representative”** means the FIU Procurement representative assigned to handle all Respondent communications related to this competitive solicitation.

**“Contract”** means the formal bilateral agreement signed by the representatives of FIU and Successful Respondent which will incorporate this competitive solicitation, including those terms and conditions found in the ITN Prerequisites **Sample Contract**, and Respondent’s solicitation response.

**“Successful Respondent”** or **“Contractor”** means a firm or individual who is awarded a contract under this competitive solicitation.

**“Respondent”** means a proposer who submits a timely solicitation response to this competitive solicitation.

**“Website”** means the FIU Procurement Services Department’s website at <http://finance.fiu.edu/purchasing>.

The words **“shall”**, **“must”**, or **“will”** are equivalent and indicate mandatory requirements or conditions, FIU will not waive Respondent’s material deviation from any of the mandatory requirements.

The words **“should”** or **“may”** are equivalent and indicate very desirable conditions or requirements. Respondent’s deviation from any such desirable conditions or requirements may result in Respondent’s solicitation response being considered as not being in FIU’s best interest.

##### 1.2 Protests – Intent to Award

Any Respondent/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision shall file a protest in compliance with the Florida Board of Governors’ regulations. Failure to file a protest in accordance with Florida Board of Governors’ regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.



The intent to award to a Respondent, if any, will be posted on the Website for review by interested parties, and will remain posted for a period of seventy-two (72) hours; excluding weekends, federal holidays, and FIU holidays. Failure to file a protest in accordance with the above stated regulations shall constitute a waiver of protest proceedings.

### **13 Economy of Presentation**

Respondent should prepare its solicitation response simply and economically, providing a straightforward, concise description of Respondent capability to satisfy the conditions and requirements of this competitive solicitation (fancy bindings, colored displays, and promotional material are not desired). Respondent's emphasis should be on completeness and clarity of content. To expedite FIU's evaluation of the solicitation response, Respondent should follow the instructions contained herein. FIU shall not be liable for any costs incurred by Respondents in responding to this competitive solicitation, including, without limitation, costs for any oral presentations requested by FIU.

### **14 Respondent's Signature**

Respondent's solicitation response must be submitted by Respondent's authorized representative, with a signature when required in the space(s) provided. The solicitation document shall be uploaded as part of the electronic solicitation response, when required. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include facsimiles/PDF signatures or electronic log in shall have the same legal force and effect as an original signature.

### **15 Complete Responses Required and Use of Forms**

Respondent must complete and execute this competitive solicitation document, including any addendum(a), appendices, exhibits, attachments, requested information and response forms, and submit them with and as a part of Respondent's electronic solicitation response. Respondent must submit all the forms required herein or FIU may reject Respondent's solicitation response.

### **16 Errors or Omissions**

Respondent should examine its solicitation response carefully for any errors prior to submission. Respondent is solely responsible for the accuracy and completeness of its solicitation response. Respondent's errors or omissions, if any, are solely at the risk of Respondent and may be grounds for FIU's finding that Respondent's solicitation response is non-responsive.

### **17 Solicitation Response Validity Period**

Respondent's solicitation response shall, in its entirety, remain valid for 180 calendar days after the Solicitation Response Due Date.

## **18 Solicitation Response**

At the time of the Solicitation Response Due Date, FIU will open all timely submitted solicitation responses for the sole purpose of recording the names of Respondents submitting solicitation responses.

### **2.0 SELECTION PROCESS**

FIU will conduct the following selection process:

- FIU establishes an Evaluation Committee (the “Evaluation Committee”) to evaluate the responses.
- The Evaluation Committee reviews and evaluates the solicitation responses and Respondent presentations (if any) according to the evaluation criteria and develops a ranked order of Respondents.
- The Evaluation Committee determines a short list of Respondents (“Shortlisted Respondents”). Those Shortlisted Respondents selected will continue in the evaluation process.
- A negotiation team established by FIU (the “Negotiation Team”) may negotiate with the Shortlisted Respondents. The negotiation stage of the selection process may include but is not limited to the following activities: Shortlisted Respondent presentations, site visits, oral interviews, additional written information, internal staff analysis and presentations, feedback from outside consultants, discussions with the Shortlisted Respondents about their capabilities and plans for servicing FIU, as applicable, and/or any other information deemed helpful to more fully evaluate Shortlisted Respondents.
- After negotiations have been completed to the satisfaction of the Negotiation Team, or if no negotiations are held following the evaluation, the Shortlisted Respondents will be given a deadline for submission of a “best and final offer” (“BAFO”). The negotiation process will stop upon submission of the BAFO. Shortlisted Respondents will not be allowed to make further adjustments to their offer or communicate further with the University, except to respond to requests from the Evaluation Committee.
- The Evaluation Committee reviews and evaluates the BAFO and solicitation responses, taking into account all information gained during the negotiation stage of the selection process herein (as applicable) according to the evaluation criteria and develops a ranked order of Shortlisted Respondents.
- The recommendation of the Evaluation Committee will be submitted to the Director of Procurement Services for review and approval and to the final decision-making authority (the “University Official”) for a final decision regarding award.
- The University Official considers the Evaluation Committee’s recommendation and determines which Shortlisted Respondent(s) to enter into a Contract with.

## **2.1 Contract Award**

FIU intends to award a Contract or Contracts resulting from this competitive solicitation to Successful Respondent(s) whose solicitation response(s) represents the best value to FIU. The Contract will include the competitive solicitation document, these Standard Provisions, and Successful Respondent's solicitation response, and all the terms and conditions found on the Sample Contract located in the ITN Prerequisites. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

**2.1.1** FIU reserves the right to award a Contract without negotiations with Respondent; therefore, Respondent's solicitation response should contain Respondent's best terms.

**2.1.2** FIU reserves the right to make an award on any item or service for a quantity less than the quantity offered, at the unit cost or unit prices offered, unless Respondent specifies otherwise in Respondent's solicitation response.

**2.1.3** Unless otherwise provided in this competitive solicitation, FIU reserves the right to make multiple awards if, after considering the additional administrative costs, it is in FIU's best interest to do so.

**2.1.4** FIU reserves the right to award the commodity specified and/or the services detailed in this competitive solicitation either in their entirety or in any part thereof, all to the advantage of FIU.

**2.1.5** FIU may reject all solicitation responses if such action is in FIU's best interest to do so.

**2.1.6** FIU reserves the right and sole discretion to reject any solicitation response at any time on grounds that include, but are not limited to, Respondent's solicitation response being found to be nonresponsive, incomplete, or irregular in any way; or when Respondent's solicitation response is not in FIU's best interest. FIU may waive informalities and minor irregularities in solicitation responses.

FIU is not obligated to make an award under or as a result of this competitive solicitation. FIU reserves the right to award a contract to Respondent(s) submitting a solicitation response that FIU, in its sole discretion, determines is in FIU's best interest.

## **2.2 Commencement of Work**

Respondent/Successful Respondent will not provide any commodities or services or take any action, even if such is as a result of any discussions with any FIU employee, prior to the Contract being signed by both parties. If Respondent/Successful Respondent provides services or commodities or takes any action prior to the Contract being signed by both parties, Respondent/Successful Respondent does so at Respondent/Successful Respondent's sole risk and expense.

## 2.3 Alternate Brands or Equivalent Products

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the competitive solicitation are for information and not intended to limit competition. Respondent may offer any brand for which Respondent is an authorized representative, where such brand meets or exceeds the specifications for any item. Likewise, customary measurements appearing in the competitive solicitation are not intended to preclude solicitation responses for commodities with equivalent metric measurements. All items provided by Respondent will be new items.

If Respondent's solicitation response is based on an alternate brand or equivalent product, Respondent must indicate the manufacturer's name and product number on Respondent's solicitation response for such alternate brand or equivalent product. Respondent shall submit cuts, sketches and descriptive literature, and/or complete specifications of the alternate brand or equivalent product with the solicitation response. Respondent may not reference information or literature submitted with a previous solicitation response. Respondent shall also explain in detail the reasons why the proposed equivalent will meet the specifications and why it should not be considered an exception thereto. The University reserves the right to approve or reject an item as an approved alternate brand or equivalent product.

If Respondent's solicitation response lacks any written indication of intent to propose an alternate brand or equivalent product, Respondent's solicitation response will be received and considered by FIU to be for items that are in absolute compliance (including as to brand and measurement) with the specifications as written in the competitive solicitation.

## 3.0 TERMS AND CONDITIONS

**3.1 Contractual Precedence.** In the event of any conflict or inconsistency between or amongst the Contract documents, the order of precedence is:

1. The Cover Agreement;
2. The ITN document, including these Terms and Conditions, as well as any attachments and any addenda; and
3. Successful Respondent's BAFO, defined in the Cover Agreement and herein as the "Team Agreement."

In the event that the Team Agreement conflicts with the terms of the ITN, specifically including these Terms and Conditions, such conflicting terms shall only be considered accepted if so detailed in paragraph 6 of the Cover Agreement (Clarifications/Negotiated Points).

**3.2 Payment Terms.** Successful Respondent shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. FIU will make payment in accordance with FIU Regulation FIU-2202, which states Successful Respondent's rights as a Contractor and FIU's responsibilities concerning interest penalties and time limits for payment of invoices. Upon receipt, FIU has five (5) business days to inspect and approve the goods or services. If a payment is not issued within forty (40) days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to Successful Respondent, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statutes

§55.03(1), provided the interest penalty is in excess of one dollar (\$1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment from FIU. The Contractor Ombudsman may be contacted at (305) 348-2101. Successful Respondent shall cooperate with FIU and provide specific records and/or access to all of Successful

Respondent's records related to the Contract for purposes of conducting an audit or investigation. FIU will provide Successful Respondent with reasonable notice of the need for such records or access.

**3.3 No Guarantees.** Successful Respondent acknowledges that the Contract is not any guarantee of any work.

**3.4 Insurance.** Successful Respondent shall provide and keep in full force and effect during the term of the Contract, at Successful Respondent's own cost and expense, the following insurance policies for the joint benefit of Successful Respondent and FIU, with an insurer reasonably acceptable to **FIU based on the coverage and amounts defined in the ITN Prerequisites Section** and at a **minimum** must provide the following:

Commercial General Liability	\$2,000,000 General Aggregate (minimum)
(a) Bodily Injury & Property Damage	\$1,000,000 Each Occurrence (minimum)
(b) Damage to Rented Premises	Optional
(c) Products/Completed Operations	\$1,000,000
(d) Advertising & Personal Injury	\$1,000,000
(e) Contractual Liability	\$1,000,000
(f) Medical Payments	Optional
Workers' Compensation	Statutory Limits
Employers' Liability	1,000,000/\$1,000,000/\$1,000,000 (minimum)

\* In Addition to the Coverage Types and Limits required above - **Waste Pumping Vendors** must also provide:

Pollution / Environmental Liability	\$1,000,000 (minimum)
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\* In Addition to the Coverage Types and Limits required above – **Fume Hood & Exhaust Certification Vendors** must also provide:

Professional Liability/Errors & Omissions	\$1,000,000 (minimum)
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- If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the completion of the performance or the attempted performance of the provisions of the Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the Contract. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date or coinciding with the effective date of the Contract Successful Respondent must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the completion of the performance or the attempted performance of the provisions of the Contract.

In order for Successful Respondent to show that it can satisfy this requirement, Successful Respondent must include in its solicitation response one of the following:

- a. A letter from Successful Respondent's insurer stating that Successful Respondent meets the currently specified insurance requirements, or
- b. A commitment letter from an insurer that if awarded a contract, Successful Respondent will have access to such coverage, or
- c. A Certificate of Insurance from Successful Respondent's insurer stating that Successful Respondent meets the currently specified insurance requirements.

Successful Respondent shall submit true and correct copies of certificates of such insurance prior to the effective date of the Contract and shall submit annually thereafter.

The Insurance documentation must be mailed to the following location:

FIU Purchasing Services Department  
Campus Support Complex (CSC) 411  
11200 S.W. 8<sup>th</sup> Street , Miami, Florida 33199

The certificate of insurance shall indicate that General Liability and Auto Liability insurance carry an endorsement (no more restrictive than CG 20 10 on the GL policy) which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. Successful Respondent's policies shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto.

Unless previously authorized by FIU, the policies required above shall be issued on a "first dollar" basis with no deductible or self-insured retention. In the event any of the policies are subject to a deductible or self-insured retention, it is the sole responsibility of Successful Respondent to pay such deductible or self-insured retention.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. Successful Respondent shall provide FIU with evidence of the renewal or replacement of the policies required above within ten days of expiration.

If Successful Respondent fails to secure and maintain insurance policies complying with the provisions of the Contract, FIU may terminate the Contract. Successful Respondent shall do nothing that will adversely affect FIU, in any way, including increasing risks, insurance premiums or liability.

In addition to the insurance required to be obtained and maintained by Successful Respondent, if Successful Respondent assigns any portion of the duties under the Contract in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing

in connection with the Contract.

Successful Respondent's procuring of the required insurance shall not relieve Successful Respondent of any obligation or liability assumed under the Contract, including specifically the indemnity obligations. Successful Respondent may carry, at its own expense, such additional insurance, as Successful Respondent deems necessary. Successful Respondent shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Successful Respondent's operations within the scope provided for under the Contract, and shall cooperate in all litigated claims and demands arising from said operations, which its insurance carrier or carriers are requested to respond.

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of Successful Respondent's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with the Contract. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover Successful Respondent's liability.

FIU, upon request, reserves the right to obtain a copy of the policies requested above.

- 3.5 Workers' Compensation.** Successful Respondent shall have and maintain during the life of the Contract Workers' Compensation Insurance for all of its employees connected with the work related to the competitive solicitation. In the event any work related to the competitive solicitation is sublet or subcontracted, Respondent shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Respondent. Such insurance shall comply fully with the Florida Workers' Compensation law. Successful Respondent will agree that any release or settlement entered into by Respondent under a workers' compensation claim shall include, in its settlement and release the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their officers, employees, and agents. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under Workers' Compensation, Respondent shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.
- 3.6 Safety.** FIU seeks to furnish its students and employees with a place of work and study that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one that complies with occupational health and safety standards promulgated under the Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, Successful Respondent is required to comply with the occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH ACT while on the University's premises.



- 3.7 Parking.** Successful Respondent shall ensure that all of Respondent's and Respondent's employees', agents' and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered and have virtual parking permits purchased from FIU's Parking Services Department. Respondent and Respondent's employees, agents and subcontractors shall observe all parking regulations. The failure to purchase virtual parking permits and comply with all FIU's parking regulations could result in the ticketing and/or the towing of Respondent's or Respondent's employees', agents', **and subcontractors' vehicles. For additional parking information, contact FIU's** Department of Parking and Transportation at (305) 348-3615. <https://parking.fiu.edu/contractorsvendors/>.
- 3.8 Smoke Free Status.** We are proud to be a Tobacco and Smoke Free Campus which means that smoking, vaping and/or the use or sale of any tobacco product and/or vapor-generating electronic devices is not permitted in any area of the university campus including buildings, green spaces, vehicles, and parking areas. Visit <https://regulations.fiu.edu/regulation> for a full copy of FIU Regulation FIU-113.
- 3.9 Relationship of the Parties.** Successful Respondent shall be considered an independent contractor, and neither Successful Respondent nor its employees, agents, or other representatives shall be considered FIU's employees or agents.
- 3.10 Conflicts of Interest.** The award of this ITN is subject to the provisions of Florida Statutes Chapter 112. Respondent must disclose in its solicitation response the name of any officer, director, or agent of Respondent who is also an employee of FIU, or of the State of Florida or of any of its agencies. Further, Respondent must disclose in its solicitation response the name of any FIU or State employee who owns, directly or indirectly, an interest of five (5%) or more of Respondent's company or any of its affiliates or branches. In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a solicitation response, Respondent certifies that, to the best of its knowledge and belief, no individual employed by Respondent or subcontracted by Respondent has an immediate relationship to any FIU employee who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this competitive solicitation. Failure to disclose the required information or violation of Section 112.3185, Florida Statutes, shall be grounds for rejection of Respondent's solicitation response, cancellation of an intent to award, and/or cancellation of any Contract with Respondent. Respondent shall not employ any persons who are also employed at FIU if the employment of that person would create a conflict of interest.



- 3.11 Public Entity Crimes.** In accordance with Florida Statutes §287.133(2)(a), a vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal; may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, including FIU; and may not transact business with FIU in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By submitting a solicitation response, Respondent is certifying that Respondent is not on the convicted vendor list maintained by the Florida Department of Management Services, and Respondent is also certifying that any subcontractor listed in Respondent's solicitation response is not on the convicted vendor list.
- 3.12 Use of Contract by Other Governmental Agencies.** At the option of Successful Respondent, the use of any contract resulting from this competitive solicitation may be extended to other entities, including, but not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities, and any university in the State University System. Each such entity using such contract shall do so independently of FIU and shall be solely responsible for its own purchases.
- 3.13 Disposition of Solicitation Responses.** All solicitation responses become the property of FIU, and FIU shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other material(s) submitted to FIU with the solicitation response will become a public document pursuant to Section 119.07, F.S. This includes material that Respondent might consider to be confidential or a trade secret. FIU's selection or rejection of a solicitation response will not affect this exemption.
- 3.14 Annual Appropriations.** FIU's performance and obligation to pay under the Contract is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Contract for the current and future periods. FIU will give notice to Successful Respondent of the non-availability of funds when FIU has knowledge thereof. Upon receipt of such notice by Successful Respondent, Successful Respondent is entitled to payment only for those services performed and accepted by FIU prior to the date such notice is received.
- 3.15 Taxes.** FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Successful Respondent shall pay all personal property taxes on leased equipment and all taxes based upon net income.

- 3.16 Travel Expenses.** Successful Respondent shall not charge FIU for any travel expenses, meals, and lodging unless otherwise provided in the Contract and FIU's prior written approval of the expenses has been obtained. Under such circumstances, Successful Respondent is authorized to incur the agreed to travel expenses which will be payable by FIU, but only to the extent permitted in Florida Statutes § 112.061 and the FIU Policy 1110.060 Travel: University Travel Expense Policy, which is available at <https://policies.fiu.edu/policy/548>. Successful Respondent is responsible for any expenses in excess of these prescribed amounts.
- 3.17 Publicity.** Except as otherwise permitted in Section 3 of the Team Agreement, Successful Respondent shall not make any announcements relating to the Contract, nor shall Successful Respondent use FIU's name, trademarks, logos, marks or employees, including in any advertising or promotional literature, or in any publication whatsoever, without the prior written approval from FIU's External Relations department in each instance. <https://externalrelations.fiu.edu/>
- 3.18 Force Majeure.** No default, delay or failure to perform on the part of either party shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; public health emergencies; epidemics; pandemics; acts of terrorism; war; embargoes; fire; earthquakes; hurricanes; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
- 3.19 Sovereign Immunity.** Nothing in the Contract shall be construed as an indemnification of Respondent by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.
- 3.20 Indemnification.** Successful Respondent is responsible for its performance under the Contract. Successful Respondent will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FIU and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Successful Respondent or Successful Respondent's officers, employees, agents, guests, patrons, licensees, invitees or subcontractors in connection with or related to their business, operations, activities, provision of goods and/or services, and/or occupancy or use of the FIU premises, in performance of the Contract. Without limiting the foregoing, with respect to damage to property owned by FIU and/or liability resulting from such damage, the Successful Respondent shall indemnify FIU for any and all liability as a result of said property damage and any associated claims and/or costs (including but not limited to any lawsuits from Successful Respondent's employees, third parties and/or representatives). This provision shall survive termination or expiration of the Contract.

- 3.21 Acceptance of Risk.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Successful Respondent also assumes such risk with respect to the willful or negligent acts or omissions of Successful Respondent's subcontractors or persons otherwise acting or engaged to act at the instance of Successful Respondent in furtherance of Successful Respondent fulfilling Successful Respondent's obligations under the Contract.
- 3.22 Trademark or Copyright Infringement.** Successful Respondent will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by settlement or final judgment of a court that is based on a claim that the use of Successful Respondent's product infringes a trademark or copyright of a third party; provided that FIU notifies Successful Respondent in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Successful Respondent is permitted to control the defense in any litigation or settlement of the suit. FIU will provide reasonable cooperation in the defense of the suit at Successful Respondent's expense. Such defense and indemnity shall survive termination or expiration of the Contract.
- 3.23 Access to Work.** If applicable, FIU shall at all times have access to review the ongoing work of Successful Respondent for purposes of inspecting the same and determining that Successful Respondent's performance is in accordance with the terms of the Contract.
- 3.24 Ownership Rights.** FIU shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to FIU as part of the performance of the Contract.
- 3.25 Compliance with Laws and Regulations.** Successful Respondent shall, at its own expense: (A) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Successful Respondent's industry standard, as well as all applicable FIU regulations; and (B) have all applicable governmental permits, licenses, consents, and approvals required or necessary to perform its obligations under the Contract. Without limitation of the foregoing Successful Respondent certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
- 3.26 Export Control.** Successful Respondent acknowledges that it must comply with all applicable export control laws including, but is not limited to, the International Traffic in Arms Regulations (ITAR); the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Successful Respondent provides export controlled products, technology and/or software to FIU, Successful Respondent will provide FIU with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Contract.

- 3.27 Licensing Requirements.** To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Miami-Dade County at or prior to award of a Contract resulting from this competitive solicitation. Respondent must provide proof of such to FIU as a condition of award of a Contract.
- 3.28 Warranty.** In addition to any warranties provided by Successful Respondent in the Team Agreement (if any), Successful Respondent warrants that all goods provided by Successful Respondent, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all services and parts are warranted for a period of six (6) months following delivery by Successful Respondent and acceptance by FIU. Successful Respondent shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to FIU.
- 3.29 Privacy.** Successful Respondent shall, at its own expense, at all times during the term of the Contract, comply with any and all applicable state and federal laws and FIU policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, personally identifiable and/or protected health information (“PHI”) (as the terms may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, the Federal Trade Commission’s Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), [FIU Policy 1110.032](#) – Preventing Identity Theft on Covered Accounts, and [FIU Procedure 1930.020a](#) – Data Stewardship (collectively, “Privacy Laws”). Successful Respondent shall obtain in advance all necessary permissions and consents, as applicable, in regards to its collection/receipt of any such information. Further, if Successful Respondent is assuming duties that would otherwise be provided by FIU and will have access to student data subject to FERPA, Successful Respondent shall notify FIU’s Office of the General Counsel and receive appointment to receive such information, in writing, prior to accessing any such student data. In the event that FIU will share with or provide access to Successful Respondent of any PHI, FIU and Successful Respondent shall, pursuant to [FIU Policy 1610.020](#), enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Successful Respondent agrees to include all of such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Successful Respondent.
- 3.30 Compliance with Public Records Law.** FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records request without any duty to give Successful Respondent prior notice. If Successful Respondent is a “contractor” as defined under Section 119.0701, Florida Statutes, Successful Respondent shall comply with all applicable public records laws. Specifically,

Successful Respondent shall: (1) keep and maintain public records required by FIU to perform the service; (2) upon request from FIU's custodian of public records, provide FIU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Successful Respondent does not transfer the records to FIU; and (4) upon completion of the Contract, transfer, at no cost, to FIU all public records in possession of Successful Respondent or keep and maintain public records required by FIU to perform the Service. If Successful Respondent transfers all public records to FIU upon completion of the Contract, Successful Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Respondent keeps and maintains public records upon completion of the Contract, Successful Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FIU, upon request by FIU's public records custodian, in a format that is compatible with FIU's information technology systems. If FIU receives a request for public records, and FIU does not possess such records, FIU shall immediately notify Successful Respondent of such request, and Successful Respondent must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If Successful Respondent does not comply with the request for records, FIU shall enforce the terms of the Contract, and Successful Respondent may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. FIU may unilaterally cancel the Contract for Successful Respondent's refusal to allow public access to all public records that were made or received in conjunction with the Contract. This provision shall survive the expiration or earlier termination of the Contract.

**IF SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT [recordsmanagement@fiu.edu](mailto:recordsmanagement@fiu.edu), OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

- 3.31 Confidentiality of Information.** Successful Respondent acknowledges and agrees that (a) all documents, studies, materials and information furnished to Successful Respondent by FIU or FIU's affiliates in connection with the Contract and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FIU in connection with the Contract or which reflect any of the documents, studies, materials or information furnished to Successful Respondent by FIU (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of FIU. Successful Respondent agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to Successful Respondent's performance under

the Contract, and Successful Respondent shall at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. Successful Respondent shall not disclose Information to third parties unless it obtains FIU's written consent to such disclosure.

In the event Successful Respondent required by subpoena or other judicial or administrative process or by law to disclose such records, Successful Respondent shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of the Contract or upon request by FIU, Successful Respondent shall promptly return the Information to FIU.

FIU acknowledges and agrees that, subject to applicable state public records law, it shall observe the confidentiality obligations set forth in Section 12.1 of the Team Agreement.

**3.32 Trade Secret Certification.** Should Respondent seek to assert trade secret protection for any document Respondent submits in response to the ITN under Florida Statutes Section 688.002(4), Section 812.081(1)(c), Section 815.04(3), and/or Section 815.045, for each document that trade secret protection is claimed, Respondent must comply with the both of the following:

1. Segregate and separately label the document(s) claimed as trade secrets: documents produced on physical media should be clearly-labeled "Trade Secret" on its face as well as in the title of the electronic folder or file; documents produced in hard copy should be clearly labeled "Trade Secret" on the face as well of each specific sheet. Inserting the words "Confidential" and/or "Proprietary" to the front of or the footer of a document does not automatically entitle the document to be a trade secret under Florida law and thus is insufficient to comply with this requirement; and
2. Provide a sworn affidavit located in the ITN Prerequisites Section signed by a high-level officer of Respondent to FIU's Procurement Services Department, certifying the following for each separate claimed trade secret document:
  - i. Identify with specificity the document(s) for which trade secrets protection is claimed;
  - ii. Provide a description of the document sufficient to determine the application of the trade secret exemption; and
  - iii. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law.



Respondent's failure to fully comply with the above and/or submit a sworn affidavit with its solicitation response is an acknowledgement by Respondent that it is not requesting trade secret protection and that such documents are therefore not exempt from production when so requested under a relevant public records request.

If Respondent properly complies and submits a sworn affidavit with its solicitation response and FIU later receives a public records request for a document or information that is marked and certified with an affidavit to be a trade secret, FIU will provide the requestor a copy of Respondent's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption shall be rebutted, if at all, only by Respondent; FIU's only obligation will be to provide Respondent notice that such a challenge has been received. The notice shall serve as formal notice to Respondent that such Respondent has thirty (30) calendar days following receipt of such notice from FIU to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Respondent files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, FIU will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and FIU will release the document as requested.

**3.33 Third Parties.** The Contract does not and is not intended to confer any rights or remedies upon any person other than the parties to the Contract. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.

**3.34 Subcontractors.** If Respondent contemplates the use of subcontractors, as a further condition of award of a Contract, Respondent must certify in writing that all of its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors' corporate charter numbers. For additional information on registering, Respondents should contact the Florida Secretary of State's Office. Successful Respondent is fully responsible for all work performed under the Contract resulting from this competitive solicitation. Successful Respondent may, with the prior written consent of FIU, enter into written subcontract(s) for performance of certain of its functions under such Contract. The subcontractors and the amount of the subcontracts shall be identified in Respondent's solicitation response. Respondent's subcontracts shall not be implemented or effective until and unless approved in writing by FIU. No subcontract which Respondent enters into related to the Contract shall in any way relieve Respondent of any responsibility for performance of its duties under the Contract. Respondent will fully notify any subcontractors of Respondent's responsibilities pursuant to the FIU Contract in Respondent's subcontract(s) with a subcontractor(s) for work related to this competitive solicitation. Respondent is solely responsible for all payments to its subcontractors. Respondent shall require all of its subcontractors to provide

aforementioned insurance coverage as well as any other coverage that Respondent may consider necessary, and any deficiency in coverage or policy limits of said subcontractor will be the sole responsibility of Respondent.

- 3.35 Termination.** FIU and Contractor may terminate the Contract pursuant to Section 9 of the Team Agreement.
- 3.36 Suspension or Debarment.** In addition to under Section 9 of the Team Agreement, FIU may by written notice to the Successful Respondent immediately terminate the Contract if FIU determines that the Successful Respondent has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor vendor of any public procurement unit or other governmental body.
- 3.37 E-Verify:** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Successful Respondent certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Successful Respondent during the term of the Contract. If Successful Respondent enters into a contract with a subcontractor to perform work or provide services pursuant to the Contract, Successful Respondent shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Successful Respondent an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Successful Respondent shall maintain a copy of such affidavit for the duration of the Contract. FIU may terminate the Contract immediately upon notice to Successful Respondent for any violation of this provision.
- 3.38 Software Warranty and Backup.** If Successful Respondent is providing software to FIU, Successful Respondent warrants that: (1) the media on which the product software is distributed is free from defects in materials and workmanship, and (2) the product performs the functions described in the documentation for the product. In addition, FIU may create and retain a copy of the software and related documentation for back up and disaster recovery purposes and for archival purposes. This provision shall survive termination or expiration of the Contract.
- 3.39 Information Technology.** If Successful Respondent has access to FIU's information technology infrastructure, or will be providing such infrastructure to FIU, Successful Respondent agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Successful Respondent further agrees to:
- i. Network Standards: to use at least those standards that FIU applies to its own network, pursuant to [FIU Policy 1910.010 - University Wireless Network Infrastructure](#);



- ii. Data Security: to protect and maintain the security of FIU data with protection that is at least as good as or better than that maintained by FIU. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates pursuant to [FIU Policy 1930.020 - Information Technology Security](#);
- iii. Data Transmission: that any and all transmission or exchange of system application data with FIU and/or any other parties expressly designated by FIU, shall take place via secure means, e.g., HTTPS or FTPS;
- iv. Data Storage: that any and all FIU data will be stored, processed, and maintained solely on designated target servers and that no FIU data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of Successful Respondent's designated backup and recovery process;
- v. Domain Encryption: that any websites hosted by Successful Respondent on behalf of FIU shall be on an encrypted domain in compliance with the minimum security standards pursuant to [FIU Policy 175.150 - Digital Communications Standards Policy](#);
- vi. Data Encryption: to store any FIU backup data as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key;
- vi. Password Protection: that any portable or laptop computer that resides at any FIU facility, has access to a FIU network, or stores any non-public FIU data is equipped with strong and secure password protection;
- vii. Data Re-Use: that all data exchanged shall be used expressly and solely for the purpose enumerated in the Contract. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Successful Respondent. Successful Respondent further agrees that no FIU data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FIU;
- ix. Data Destruction: that, upon termination of the Contract, it shall erase, destroy, and render unreadable all FIU data from all computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Contract or within seven (7) days of the request of an agent of FIU, whichever shall come first; and
- x. Notification and Data Breaches: to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith. In the event of a data breach of any Successful Respondent's security obligations or other event requiring notification under applicable law (a "Notification Event"), Successful Respondent agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend FIU against any claims, damages, or other harm related to such Notification

Event.

- 3.40 PCI DSS.** If Successful Respondent's provision of services involve the acceptance of funds on behalf of the University or involve credit card services, Successful Respondent agrees to comply with those terms contained in [FIU Policy 1110.025](#) – Payment Card Processing reference. Further, Successful Respondent shall be responsible for the security of all FIU customer cardholder data in its possession. Successful Respondent represents and warrants that for the life of the Contract and/or while Successful Respondent has involvement with FIU customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Successful Respondent shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Successful Respondent agrees to provide to FIU a current and complete copy of their Attestation of Compliance (AOC). Further, Successful Respondent agrees to provide to FIU a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as submitted by an Approved Scanning Vendor (ASV).
- 3.41 Covenant Against Commissions, or Broker and Contingency Fees.** By submitting a solicitation response, Respondent warrants that Respondent has not employed or retained any person or entity, other than a bona fide employee working solely for Respondent, to solicit or secure any award or Contract resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing a Contract with FIU, Successful Respondent warrants that Successful Respondent has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Successful Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. In the event Successful Respondent's breach or violation of this warranty, FIU has the right to annul any Contract with such Successful Respondent resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to Respondent under such Contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to FIU under such Contract, at law or in equity.
- 3.42 Lobbying.** Contractor is prohibited from using funds provided under the Contract for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 3.43 Small Business Minority Enterprise (SBME) Reporting.** It is FIU's policy (consistent with state and federal law), to optimize opportunities for business contracting with small, minority and disadvantaged business enterprises in the areas of commodities, construction, contractual services, and architectural and engineering services. Respondents are likewise encouraged to use small, minority and disadvantaged business enterprises and to have a business diversity program in place. Successful Respondent shall

report all minority subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount to FIU with each invoice submitted for payment. For more information on becoming a State of Florida Certified Minority Business (CMBE), to request certification or to locate CMBEs, please contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915.

- 3.44 Equal Employment Opportunity.** FIU believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination, and FIU is committed to non-discrimination based on race, color, religion, sex, national origin, Veteran status, marital status, age or disability. Successful Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability. Successful Respondent shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Successful Respondent agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. **As applicable, Successful Respondent shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Successful Respondent shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- 3.45 Federal Funds.** If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Contract is entered into with Successful Respondent to further the performance of the work required in such federal agreement, Successful Respondent shall comply with the terms contained in FIU's Federally Funded Projects Addendum attached hereto and herein incorporated by reference.
- 3.46 Unauthorized Aliens.** Respondent's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for FIU'S unilateral cancellation of the Contract.
- 3.47 Deletion.** Any term and/or condition in any of Respondent's competitive solicitation responses on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Respondent; (b) Restrictions on the hiring of Respondent's employees; (c) FIU's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FIU's tort liability; (e) Automatic renewals of the term

of the Contract; (f) Limitation of time to bring suit; (g) Limitation of Respondent's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Respondent any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Respondent by FIU.

- 3.48 Dispute Resolution.** The parties agree that in the event of a dispute the Parties will use their best efforts to resolve that dispute in an informal fashion through consultation and communication between designated representatives of FIU and comparable representatives of Successful Respondent, or other forms of non-binding alternative dispute resolution, such as mediation, mutually acceptable to the Parties. If such efforts are unsuccessful the Parties may exercise any remedy available in law or equity. This provision does not preclude the Parties from exercising any other remedy or remedies available under the Contract or as provided by law. In the event of litigation each Party agrees to be liable and responsible for its own legal costs, expenses and attorney fees.
- 3.49 Waiver of Rights and Breaches.** No right conferred on FIU by this competitive solicitation or resulting Contract, if any, shall be deemed waived and no breach of any such Contract excused, unless such waiver of right or excuse of breach is in writing and signed by FIU. FIU's waiver of a right or breach shall not constitute a waiver or excuse of any other right or breach.

- 3.50 Assignment/Modification of Contract.** The Contract may not be assigned or modified by either party except as agreed to in writing and signed by both parties. The Contract shall be binding upon the parties' successors and permitted assigns.
- 3.51 Governing Law; Venue.** The Contract is governed by the laws of the State of Florida and exclusive venue of any actions arising out of the Contract shall be in the courts in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity.

### Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Adidas Americas Inc- Athletics Department Apparel and Equipment to outfit student athletic teams, employees and support personnel during university business or intercollegiate practices and athletics competitions.


Funding Source(s):

Fund Code	Fund Code Description
411	Athletics

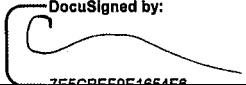
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

  
Justin "Scott" Carr Director of Athletics

10/12/22  
Date

DocuSigned by:  
  
0559B8D7383449F...  
Aime Martinez, Interim Sr. Vice President and  
Chief Financial Officer

10/18/2022  
Date

DocuSigned by:  
  
7E5CBEF0E1654F8...  
Carlos B. Castillo, General Counsel

10/22/2022  
Date

DocuSigned by:  
*Kenneth Jessell*  
478D526292AA4C1

10/22/2022

Kenneth A. Jessell Interim President

Date

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**Finance and Facilities Committee**

December 6, 2022

**Subject: Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:**

1. *Blanket Purchase Orders 244333, Smiley's Audio-Visual, Inc.*
2. *Blanket Purchase Order 243819, Apple, Inc.*
3. *Contract #PUR-06045 with West Publishing Corporation dba Thomson Reuters*
4. *Contract # PUR-06131 for Taylor and Francis License Agreement 2023-2026*

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**Proposed Committee Action:**

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) approve the purchase orders and contracts as listed and described in the Board materials and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts.

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**Background Information:**

**1. Blanket Purchase Orders #244333,** (Vendor: Smiley's Audio Visual Inc.) A change order is being requested by FIU Panther TECH to procure goods and services from Smiley's Audio Visual, Inc. for institutional purchases under the St. Johns County Schools Bid# 2021-05 in the amount of \$500,000. This will bring the total Panther TECH purchase order to \$1M for FY2023. Additional purchase authority of \$500,000 to cover purchases outside Panther TECH is also being requested.

- **Term:** Annually
- **Cost:** Total Purchasing Authority is \$1,750,000
- **Funding source:** Auxiliary, Technology Fee, Continuing Education, Auxiliary & Other Cap Projects, Housing Capital Projects and General Revenue

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**Supporting Documentation:** Funding Certification Form

**Facilitator/Presenter:** Aime Martinez

**2. Blanket Purchase Order #243819,** (Vendor: Apple, Inc.) A change order in the amount of \$800,000 is being requested by FIU Panther TECH to procure goods and services for personal and institutional usage per the executed Reseller Agreement with Apple. The procurement method for personal usage is the purchases for resale exception under Florida Board of Governors (BOG) Regulation 18.001(6)(d)(18), Procurement, and for institutional purchases we are utilizing State of Florida 43211500WSCA-15-ACS, effective period: 09/30/2015 - 02/28/2023.



- **Term:** July 1, 2022 through February 28, 2023
- **Cost:** Original purchase order approved for \$1,700,000 by the FIU Board of Trustees on September 22, 2022. Total purchase authority is \$2,500,000
- **Funding source:** Auxiliary

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**Supporting Documentation:** Funding Certification Form

**Facilitator/Presenter:** Aime Martinez

**3. Contract #PUR-06045,** (Vendor: West Publishing Corporation dba Thomson Reuters) A multi-year agreement with Thomson Reuters is being requested to provide access to FIU College of Law students, faculty and staff to its Practice Ready Package. The proposed contract covers resource access for FIU College of Law students, faculty and staff via the internet and print materials listed in the contract. FIU Law Library has had multi-year contracts with Thomson Reuters since 12/1/2016.

- **Procurement Method:** Exception under BOG Regulation 18.001(6)(d)(10), Training and educational service, and (17) Purchases from an Annual Certification List developed by each University. FIU's Annual Certification for Sole Source Purchases Exemption Category 2: The acquisition of copyrighted and single source instructional materials, tapes, publications, periodicals, journals, manuscripts, films and personal library collections
- **Term:** Starts on 12/1/22 – 12/31/27 (five (5) years)
- **Cost:** 12/1/2022 – 12/31/2027 = \$1,503,180.00; limits price increase year-over-year at 1% + 79% off print list price for digital equivalent ebooks via Proview
- **Savings:** The estimated retail value of the renewal from 12/1/22 – 11/30/27 is approximately \$7,886,847.00; this renewal would be a cost savings of approximately \$6,383,667.12 (see PUR-06045 West Publishing dba Thomson Reuters Cost Savings 2022-2027.pdf).
- **Benefits Include:** Maintenance of access to existing resources from Thomson Reuters under Practice Ready Package. This Package is not offered or available at other law schools and has been in place for FIU Law since its offer in 2018. Resources include: Westlaw Edge, now Westlaw Precision; TWEN learning management system used by our Academic Success and Bar Exam Success Programs; Practical Law; Practical Law Connect; ProView ebooks and equivalent ebook IP access; Drafting Assistant Essential; Westlaw Doc & Form Builder; Monitor Suite law firm and litigation analytics; Firm Central law firm management platform; Westlaw UK Edge; training content from Write.law including Core Tech Certification, Practice Tech Certification, Legal Soft Skills Certification; additional certifications and training in law practice technology, legal research, transactional research, and practice-ready skill building; instructional materials for FIU Law faculty; and essential primary and secondary legal authority published by West Publishing to comply with American Bar Association accreditation. This content is essential to the instruction of FIU Law students to

prepare them for legal practice. Additionally, the agreement provides 18-month post-graduation access to Westlaw for FIU Law alumni.

- **Funding source:** E&G 210, FIU College of Law Library Account # E73000, Activity #2650020001

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**Supporting Documentation:**

Contracts

- C00002009 12/1/2016 – 3/31/2018
- PUR-00368 4/1/18 – 08/31/2019
- PUR-02336 9/1/2019 – 11/30/2022 (current)
- PUR-06045 12/1/2022 – 11/30/2027
- PUR-06045
  - Cost Savings
  - Cost Breakdown

Funding Certification Form

**Facilitator/Presenter:**

Aime Martinez

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**4. Contract #PUR-06131**, (Vendor: Taylor and Francis Group LLC.) agreement between FIU and (University Libraries and Herbert Wertheim College of Medicine Library). This is an exempted purchase of periodicals and journals, and the acquisition of copyrighted and single source instructional material included in BOG Regulation 18.001 (6)(d)(17) and FIU Regulation 2201 (3)(d) Category 2.

Taylor and Francis shall provide the renewed content from the publisher Taylor and Francis (see the attached list of titles). The contract includes e-journal subscriptions. This is jointly funded through the FIU Libraries and Herbert Wertheim College of Medicine Library resource budgets. The proposed contract covers authorized FIU users for their personal educational, scientific or research purposes.

- **Term:** 2023-2026
- **Cost:** The initial term contract cost: \$406,643.16 and the total cost: \$1,694,958.83
- **Funding source:** E&G 210 and 240

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**Supporting Documentation:**

Contract #PUR-06131

Funding Certification Form

**Facilitator/Presenter:**

Aime Martinez



Funding Certification Form

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Smiley's Audio-Visual Inc BPO # 244333. Request to  
procure goods and services for Institutional usage.

Funding Source(s): 331/Auxiliary Enterprises 739/Auxiliary & Other Cap Prjects  
453/Technology Fee 733/Housing Capital Projects  
335/Continuing Education 210 /General Revenue

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:

7FDFAAAAE11444A...  
Robert Grillo, Vice President & CIO Division of IT

10/18/2022

Date

DocuSigned by:

0559B6D7363440F...  
Aime Martinez, Interim Vice President and  
Chief Financial Officer

10/18/2022

Date

DocuSigned by:

7E5CBEE9E1654E6...  
Carlos B. Castillo, General Counsel

10/20/2022

Date

Kenneth A. Jessell, Interim President

10-24-22

Date



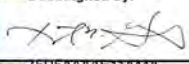
Funding Certification Form

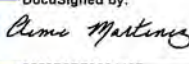
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Apple Blanket Purchase Order PO# 243819 change order request to procure goods and services for Personal and Institutional usage.

Funding Source(s): 331/ Auxiliary Enterprises

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:  
  
7FDFAAAAE11A44A...  
Robert Grillo, Vice President & CIO Division of IT  
10/18/2022  
Date

DocuSigned by:  
  
059986D7303449F...  
Aime Martinez, Interim Vice President and Chief Financial Officer  
10/18/2022  
Date

DocuSigned by:  
  
7E5CBEF9E1654F6...  
Carlos B. Castillo, General Counsel  
10/27/2022  
Date

  
Kenneth A. Jessell, Interim President  
11-2-2022  
Date



SUBSCRIBER INFORMATION				
Account	1003015897	Contact Name		
Name	Florida International University Board of Trustees	Title		
Address Line 1	11200 SW 8th St	Email		
Address Line 2	Miami, FL 33199	Phone		
OFFER INFORMATION				
Agreement Number	00071771.0	Effective Date	12/01/2016	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
41974545	Practice Ready Premier:		12/1/2016 - 11/30/2017	\$23,357
	• Monitor Suite Content	5	12/1/2017 - 11/30/2018	\$23,561
	• Drafting Essentials	Enterprise	12/1/2018 - 11/30/2019	\$23,768
	• Firm Central	Enterprise		
	• Practice Point Primary All Core and Content	Enterprise		
	• Practical Law All U.S.	Enterprise		
	• Rise of American Law	Enterprise		
	• Tribal Law	Enterprise		
	• International Analytical	Enterprise		
	• Westlaw Plan 4 Access	Enterprise		
	• Form Builder	Enterprise		
	• Westlaw China	Enterprise		
40284815	• Library Management Arrangement	Enterprise		

and Supplemental Addendum attached hereto and incorporated by reference.

- The General Terms and Conditions**, located at [static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf](http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf) apply to all products licensed on this ordering document. In the event that there is a conflict of terms between the General Terms and Conditions and this ordering document, the terms of this ordering document control. However, in the event of a conflict between the terms of Supplemental Addendum and the ordering document or General Terms and Conditions, Supplemental Addendum shall govern.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Returns and Refunds.** Charges for Westlaw, (including Westlaw China) Monitor Suite, ProView eBooks, Software, Practice Solutions, Library Management Arrangements and Special Offer/print agreements are not refundable. Please see [static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf](http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf) or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Applicable Law.** This ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person except as otherwise required by government open records law in your state.
- Westlaw China.** TRANSLATIONS ARE NOT OFFICIAL AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
- Library Management Arrangement.** You currently subscribe to our print products. You desire to maintain your subscription to those titles at predictable monthly pricing through this library management arrangement ("LMA"). After the last Subscription Period and if the parties are not able to enter into a superseding LMA, you will continue to receive the print products described in the attached LMA Products grid; all of which will be billed separately at then-current rates. Either party may cancel these products at any time after the last Subscription Period upon written request. Information regarding the frequency and updates of our print products is available from your West sales representative. The LMA is not subject to the General Terms and Conditions reference in section 1.
- LMA Swap.** At the end of any complete Subscription Period you may delete or add print titles to the attached LMA Products grid for the following Subscription Period with 30 days prior written notice. The title changes will be memorialized in a document that is signed by both parties.
  - The annualized retail value of the deleted print titles may not exceed

Subscription Period	Annualized Retail Value
12/1/2017 - 11/30/2018	\$12,378
12/1/2018 - 11/30/2019	\$12,502

- The Monthly Charges will not be decreased except for discontinued titles. The Monthly Charges will be increased if the value of added titles exceeds the value of deleted titles.

**9. Firm Central.** The service level agreement for hosted practice solutions is located at <http://static.legalsolutions.thomsonreuters.com/static/service-level-agreement.pdf>. Only law school-sponsored practice ready clinics or select law school courses will have access to Firm Central. Each law school-sponsored practice ready clinic or course will receive 5 GB base storage for up to 10 clinics or courses. If a clinic or course reaches its GB limit, documents will cease to upload. The end user will receive an online warning that capacity has been reached. Your designated Firm Central administrator may set up an automated email alert to be notified when the clinics and/or courses are approaching their GB capacity. If the ordering document terminates, we will allow you to access and export your content from the West-hosted applications for 180 additional days at no charge. After 180 days, we will delete your content. The General Terms and Conditions remain in effect through the 180 day data extraction period.

This Offer expires November 9, 2016 at 7:00 p.m. CT

**11. Except as set forth in paragraph 9 (Firm Central) above, your law school graduates will have access to and use of the Practice Ready Premier products set forth below for 18 full calendar months from the date of graduation from law school, provided that you maintain all components of your subscription to Practice Ready Premier:**

- Westlaw Plan 4 Access
- Practice Point Primary All Core and Content
- Practical Law All U.S.
- Drafting Essentials
- Form Builder
- Rise of American Law
- Tribal Law
- International Analytical

**I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.**

**WEST PUBLISHING CORPORATION**

Date \_\_\_\_\_

**Signature**

**Date**

**Name (please print)**

Title

**Title**

**SUBSCRIBER INFORMATION EXHIBIT**

Date: 10-20-16

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION							
Subscriber's Office (City, State)	Password/License Administrator Name <sup>1</sup>	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location <sup>2</sup>	Server Location (Y/N)

<sup>1</sup> Administrators are counted as a user on per user subscriptions

<sup>2</sup> Taxes for software products will be based on % of Total Users by Location

**Administrators are counted as a user on per user subscriptions**

<sup>2</sup> Taxes for software products will be based on % of Total Users by Location

		LMA PRODUCTS		
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	13511722	ADVOCACY THE ART OF PLEADING A CAUSE SUB	1
1003015697	1003015697	13503665	ALR 3D SUB	1
1003015697	1003015697	13503649	ALR 4TH SUB	1
1003015697	1003015697	13503698	ALR 5TH SUB	1
1003015697	1003015697	40381251	ALR 6TH SUB	1
1003015697	1003015697	41777814	ALR 7TH SUB	1
1003015697	1003015697	40381254	ALR FEDERAL 2D SUB	1
1003015697	1003015697	41777805	ALR FEDERAL 3D SUB	1
1003015697	1003015697	13503657	ALR FEDERAL SUB	1
1003015697	1003015697	13503681	ALR INDEX SUB	1
1003015697	1003015697	15317605	AMERICAN BANKRUPTCY INSTITUTE LAW REVIEW SUB	1
1003015697	1003015697	13515337	AMERICAN LAW OF LANDLORD AND TENANT SUB	1
1003015697	1003015697	13515388	AMERICAN LAW OF MEDICAL MALPRACTICE SUB	1
1003015697	1003015697	13974331	AMERICAN LAW OF TORTS SUB	1
1003015697	1003015697	13515434	AMERICAN LAW OF ZONING SUB	1
1003015697	1003015697	13504009	AM JUR 2D SUB	1
1003015697	1003015697	15493896	AM JUR 2D TAX V33-34B SUB	1
1003015697	1003015697	14100228	AM JUR LEGAL FORMS SUB	1

**This Offer expires November 9, 2016 at 7:00 p.m. CT**



11. Except as set forth in paragraph 9 (Firm Central) above, your law school graduates will have access to and use of the Practice Ready Premier products set forth below for 18 full calendar months from the date of graduation from law school, provided that you maintain all components of your subscription to Practice Ready Premier:

- Westlaw Plan 4 Access
- Practice Point Primary All Core and Content
- Practical Law All U.S.
- Drafting Essentials
- Form Builder
- Rise of American Law
- Tribal Law
- International Analytical

**I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.**

11/08/2016

**Signature**

Kenneth G. Furton

Name (please print)

## Provost and Executive Vice President

**Title**

**WEST PUBLISHING CORPORATION**

Signature

**Signature**

NUMEROUS

**Name (please print)**

Lead Financial Analyst

Type

27 Oct 20K

Date \_\_\_\_\_

**SUBSCRIBER INFORMATION EXHIBIT**

**Date: 10-20-16**

[illegible]

**Administrators are counted as a user on per user subscriptions**

<sup>2</sup> Taxes for software products will be based on % of Total Users by Location

LMA PRODUCTS				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015597	1003015597	13511722	ADVOCACY THE ART OF PLEADING A CAUSE SUB	1
1003015597	1003015597	13503555	ALR 3D SUB	1
1003015597	1003015597	13503549	ALR 4TH SUB	1
1003015597	1003015597	13503558	ALR 5TH SUB	1
1003015597	1003015597	40381251	ALR 6TH SUB	1
1003015597	1003015597	41777814	ALR 7TH SUB	1
1003015597	1003015597	40381254	ALR FEDERAL 2D SUB	1
1003015597	1003015597	41777805	ALR FEDERAL 3D SUB	1
1003015597	1003015597	13503557	ALR FEDERAL SUB	1
1003015597	1003015597	13503551	ALR INDEX SUB	1
1003015597	1003015597	15317505	AMERICAN BANKRUPTCY INSTITUTE LAW REVIEW SUB	1
1003015597	1003015597	13515337	AMERICAN LAW OF LANDLORD AND TENANT SUB	1
1003015597	1003015597	13515358	AMERICAN LAW OF MEDICAL MALPRACTICE SUB	1
1003015597	1003015597	13574331	AMERICAN LAW OF TORTS SUB	1
1003015597	1003015597	13515434	AMERICAN LAW OF ZONING SUB	1
1003015597	1003015597	13504009	AM JUR 2D SUB	1
1003015597	1003015597	15493556	AM JUR 2D TAX V33-34B SUB	1
1003015597	1003015597	14100228	AM JUR LEGAL FORMS SUB	1

**This Offer expires November 8, 2016 at 7:00 p.m. CT**

LMA PRODUCTS				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	13503728	AM JUR PLEADING AND PRACTICE SUB	1
1003015697	1003015697	13503827	AM JUR PROOF OF FACTS 3D SUB	1
1003015697	1003015697	14047914	ANTITRUST ADVISER SUB	1
1003015697	1003015697	14628887	ANTITRUST AND AMERICAN BUSINESS ABROAD SUB	1
1003015697	1003015697	14714597	ATLA DEPOSITION NOTEBOOK SUB	1
1003015697	1003015697	14862748	BANKRUPTCY LAW MANUAL SUB	1
1003015697	1003015697	30572918	BANKRUPTCY COURT DECISIONS SUB	1
1003015697	1003015697	13512281	BIOTECHNOLOGY AND THE LAW SUB	1
1003015697	1003015697	21055123	BLATT PUNITIVE DAMAGES SUB	1
1003015697	1003015697	16622576	BLUE SKY LAW SUB	1
1003015697	1003015697	21080858	BOGERT TRUSTS AND TRUSTEES SUB	1
1003015697	1003015697	16622606	BROKER DEALER OPERATIONS SUB	1
1003015697	1003015697	40448861	BUSINESS LAWS INC ECONOMIC SANCTIONS EMBARGOES SUB	1
1003015697	1003015697	40447972	BUSINESS LAWS INC GUIDE TO EXPORT CONTROLS SUB	1
1003015697	1003015697	40448008	BUSINESS LAWS INC IMPORTING UNDER US CUSTOM LAWS SUB	1
1003015697	1003015697	13512737	CAUSES OF ACTION 2D SUB	1
1003015697	1003015697	13512729	CAUSES OF ACTION SUB	1
1003015697	1003015697	13972466	CHILDREN AND THE LAW: RIGHTS AND OBLIGATIONS SUB	1
1003015697	1003015697	13515596	CIVIL AND CRIMINAL FORFEITURE FEDERAL AND STATE PRACTICE SUB	1
1003015697	1003015697	15274868	CIVIL RIGHTS AND CIVIL LIBERTIES LITIGATION LAW OF SECTION 1983 SUB	1
1003015697	1003015697	21023000	CJS SUB	1
1003015697	1003015697	40137786	CJS TABLE OF CASES ONLY SUB	1
1003015697	1003015697	13510149	COMMERCIAL AGREEMENTS A LAWYERS GUIDE TO DRAFTING AND NEGOTIATING WITH FORMS ON CD SUB	1
1003015697	1003015697	16622703	COMMODITIES REGULATION SUB	1
1003015697	1003015697	30572954	COMPARATIVE ENVIRONMENTAL LAW AND REGULATIONS SUB	1
1003015697	1003015697	40391752	CONFLICTS OF INTEREST IN BUSINESS AND THE PROFESSIONS LAW AND COMPLIANCE SUB	1
1003015697	1003015697	14938016	CRIMINAL LAW BULLETIN SUB	1
1003015697	1003015697	13512788	CRIMINAL PROCEDURE HANDBOOK SUB	1
1003015697	1003015697	30572966	DIGEST OF COMMERCIAL LAWS OF THE WORLD SUB	1
1003015697	1003015697	13972851	DISABILITY HANDBOOK SUB	1
1003015697	1003015697	13513138	DISCRETIONARY LAND USE CONTROLS HANDBOOK SUB	1
1003015697	1003015697	13513253	EMPLOYMENT DISCRIMINATION LAW SUB	1
1003015697	1003015697	13513539	ENTERTAINMENT LAW LEGAL CONCEPTS AND BUSINESS PRACTICES SUB	1
1003015697	1003015697	13505013	FEDERAL APPEALS JURISDICTION AND PRACTICE SUB	1
1003015697	1003015697	13513814	FEDERAL CIVIL RIGHTS ACTS SUB	1
1003015697	1003015697	17327646	FEDERAL COURT OF APPEALS MANUAL LOCAL RULES SUB	1
1003015697	1003015697	12489324	FEDERAL CRIMINAL RULES HANDBOOK (LEVENSON) SUB	1
1003015697	1003015697	21080402	FEDERAL PRACTICE AND PROCEDURE REVISED EDITION SUB	1
1003015697	1003015697	13504939	FEDERAL PROCEDURE SUB	1
1003015697	1003015697	16628051	FEDERAL SENTENCING GUIDELINES DIGEST PAMPHLET SUB	1
1003015697	1003015697	21049889	FEDERAL SENTENCING GUIDELINES MANUAL SUB	1
1003015697	1003015697	21081028	FEDERAL SENTENCING LAW AND PRACTICE SUB	1
1003015697	1003015697	13973424	FEDERAL TORT CLAIMS SUB	1
1003015697	1003015697	40849301	FL COURT RULES LOCAL AND LOCAL KEYRULES PAMPHLETS III-III.A SUB	6
1003015697	1003015697	17579321	FL COURT RULES STATE AND FEDERAL PAMPHLETS V.I-II SUB	11
1003015697	1003015697	40170141	FL CRIMINAL AND MOTOR VEHICLE LAW PAMPHLET SUB	1
1003015697	1003015697	21046345	FL CRIMINAL LAW AND RULES PAMPHLET SUB	2
1003015697	1003015697	21099718	FL DIGEST 2D SUB	2
1003015697	1003015697	13513758	FLETCHER CYCLOPEDIA CORPORATIONS SUB	1
1003015697	1003015697	11528873	FL FAMILY LAW RULES OF PROCEDURE AND FORMS SUB	1
1003015697	1003015697	40424800	FL FAMILY LAWS AND RULES SUB	1
1003015697	1003015697	40120578	FL GUARDIANSHIP LAW AND PROCEDURE (BRENNAN) SUB	1
1003015697	1003015697	13991007	FL JURISPRUDENCE COMPLETE SUB	2
1003015697	1003015697	14106838	FL JURISPRUDENCE FORMS LEGAL AND BUSINESS SUB	2
1003015697	1003015697	13505382	FL LAWYERS TRIAL HANDBOOK SUB	1
1003015697	1003015697	40120581	FL MORTGAGES (BAYNES) SUB	1
1003015697	1003015697	40522502	FL MOTIONS IN LIMINE SUB	1
1003015697	1003015697	14107224	FL PLEADING AND PRACTICE FORMS SUB	2
1003015697	1003015697	40120601	FL PRACTICE 9-10 WORKERS COMPENSATION SUB	1
1003015697	1003015697	40511711	FL PRACTICE GENERAL INDEX SUB	1
1003015697	1003015697	11618384	FL PRACTICE V11 DUI HANDBOOK SUB	1
1003015697	1003015697	13505396	FL PRACTICE V12-13 ESTATE PLANNING PRACTICE GUIDE SUB	1
1003015697	1003015697	13505404	FL PRACTICE V14-15 ELDER LAW SUB	1
1003015697	1003015697	40530200	FL PRACTICE V16 SENTENCING PAMPHLET SUB	1
1003015697	1003015697	40559341	FL PRACTICE V17 INSURANCE LAW SUB	1
1003015697	1003015697	40120589	FL PRACTICE V18 LAW OF TRUSTS SUB	1
1003015697	1003015697	40560805	FL PRACTICE V19 REAL ESTATE SUB	1
1003015697	1003015697	17168076	FL PRACTICE V1 EVIDENCE PAMPHLET SUB	1
1003015697	1003015697	40785670	FL PRACTICE V20 SUMMARY JUDGEMENT AND RELATED TERMINATION MOTIONS SUB	1

This Offer expires November 9, 2016 at 7.00 p.m. CT

*mo*



LMA PRODUCTS				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	40810470	FL PRACTICE V21 ELEMENTS OF A CIVIL ACTION SUB	1
1003015697	1003015697	40854882	FL PRACTICE V22 CRIMINAL PROCEDURE SUB	1
1003015697	1003015697	13820418	FL PRACTICE V2 APPELLATE PRACTICE SUB	5
1003015697	1003015697	21083283	FL PRACTICE V3 CIVIL PROCEDURE FORMS SUB	1
1003015697	1003015697	18345845	FL PRACTICE V4 CIVIL PROCEDURE PAMPHLET SUB	1
1003015697	1003015697	17201019	FL PRACTICE V5 CIVIL PRACTICE PAMPHLET SUB	1
1003015697	1003015697	11625127	FL PRACTICE V6 PERSONAL INJURY PRACTICE PAMPHLET SUB	1
1003015697	1003015697	40122134	FL PRACTICE V7 MOTOR VEHICLE NO-FAULT LAW PERSONAL INJURY PROTECTION PAMPHLET SUB	1
1003015697	1003015697	40147518	FL PRACTICE V8 CONSTRUCTION LAW AND PRACTICE SUB	1
1003015697	1003015697	21045085	FL PROBATE CODE PAMPHLET SUB	1
1003015697	1003015697	39030030	FL SESSION LAWS DISCOUNTED SUB	2
1003015697	1003015697	21041195	FL STAT ANNO SUB	2
1003015697	1003015697	12283203	FL TRIAL OBJECTIONS SUB	1
1003015697	1003015697	21123919	FL UCC FORMS SUB	1
1003015697	1003015697	13514138	FUNDAMENTALS OF SPORTS LAW SUB	1
1003015697	1003015697	40120572	HARRISON FL PLEADING RULES OF CIVIL PROCEDURE FORMS (LACOE) SUB	1
1003015697	1003015697	40120585	HARRISON FL PRACTICE AND PROCEDURE FORMS (TRAWICK) SUB	8
1003015697	1003015697	40120583	HARRISON FL PRACTICE AND PROCEDURE (TRAWICK) SUB	8
1003015697	1003015697	40120590	HARRISON FL WILLS AND ADMINISTRATION (TRAWICK) SUB	1
1003015697	1003015697	13515288	HATE CRIMES LAW SUB	1
1003015697	1003015697	13514527	HEALTH CARE AND ANTITRUST LAW SUB	1
1003015697	1003015697	14780676	HEALTH LAW HANDBOOK SUB	1
1003015697	1003015697	13514846	HEARSAY HANDBOOK SUB	1
1003015697	1003015697	13514789	IMMIGRATION EMPLOYMENT COMPLIANCE HANDBOOK SUB	1
1003015697	1003015697	15511681	INTERNAL REVENUE ACTS SUB	1
1003015697	1003015697	30572978	INTERNATIONAL BANKING LAW AND REGULATIONS SUB	1
1003015697	1003015697	30572981	INTERNATIONAL EXECUTION AGAINST JUDGMENT DEBTORS SUB	1
1003015697	1003015697	21019356	JUERGENSMEYER LAND USE PRACTITIONERS EDITION SUB	1
1003015697	1003015697	11957731	KNIBB FEDERAL COURT OF APPEALS MANUAL (WEST HANDBOOK SERIES) SUB	3
1003015697	1003015697	15343991	LA COURT RULES STATE AND FEDERAL PAMPHLETS V.I-II SUB	1
1003015697	1003015697	21042102	LA STAT ANNO SUB	1
1003015697	1003015697	30573010	LAW AND PRACTICE OF US REGULATION OF INTERNATIONAL TRADE SUB	1
1003015697	1003015697	40785102	LAW OF ASYLUM IN THE US SUB	1
1003015697	1003015697	13515698	MANUAL ON EMPLOYMENT DISCRIMINATION LAW AND CIVIL RIGHTS ACTIONS IN THE FEDERAL COURTS SUB	1
1003015697	1003015697	13515817	MATTHEWS MUNICIPAL ORDINANCES SUB	1
1003015697	1003015697	15693909	MCCORMICK EVIDENCE PRACTITIONERS EDITION SUB	1
1003015697	1003015697	13515833	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS SUB	1
1003015697	1003015697	11599762	MODERN SCIENTIFIC EVIDENCE THE LAW AND SCIENCE OF EXPERT TESTIMONY (FAIGMAN) SUB	1
1003015697	1003015697	13504858	NEWBERG ON CLASS ACTIONS SUB	1
1003015697	1003015697	14730169	NORTON ANNUAL SURVEY OF BANKRUPTCY LAW SUB	1
1003015697	1003015697	39030360	NORTON BANKRUPTCY LAW ADVISOR NEWSLETTER FREE SUB	1
1003015697	1003015697	13515849	NORTON BANKRUPTCY LAW AND PRACTICE SUB	1
1003015697	1003015697	14938156	NORTON JOURNAL OF BANKRUPTCY LAW AND PRACTICE SUB	1
1003015697	1003015697	40038458	NORTON QUICK REFERENCE BANKRUPTCY CODE AND RULES PAMPHLET FREE SUB	1
1003015697	1003015697	13974749	ONEAL OPPRESSION OF MINORITY SHAREHOLDERS SUB	1
1003015697	1003015697	11598488	OWEN AND DAVIS ON PRODUCTS LIABILITY SUB	1
1003015697	1003015697	13516341	PROFESSIONAL RESPONSIBILITY OF THE CRIMINAL LAWYER SUB	1
1003015697	1003015697	14818805	QUINNS UNIFORM COMMERCIAL CODE COMMENTARY AND LAW DIGEST SUB	1
1003015697	1003015697	13516848	RECOVERY FOR WRONGFUL DEATH AND INJURY SUB	1
1003015697	1003015697	21026005	RESTATEMENT AND PRINCIPALS OF THE LAW SUB	1
1003015697	1003015697	18879338	RESTATEMENT INTERIM CASE CITATIONS PAMPHLET SUB	1
1003015697	1003015697	17601378	RESTATEMENT OF THE LAW GOVERNING LAWYERS SUB	1
1003015697	1003015697	13516732	RIGHTS OF PRISONERS SUB	1
1003015697	1003015697	13516724	RIGHTS OF PUBLICITY AND PRIVACY SUB	1
1003015697	1003015697	21091836	ROTUNDA TREATISE ON CONSTITUTIONAL LAW SUB	1
1003015697	1003015697	11600353	SEARCH AND SEIZURE A TREATISE ON THE 4TH AMENDMENT (LAFAYE) SUB	1
1003015697	1003015697	14048188	SEARCH AND SEIZURE LAW REPORT SUB	1
1003015697	1003015697	13514063	SMOLLA AND NIMMER ON FREEDOM OF SPEECH SUB	1
1003015697	1003015697	21012009	SOUTHERN REPORTER 2D SUB	1
1003015697	1003015697	40739989	SOUTHERN REPORTER 3D SUB	1
1003015697	1003015697	21007447	SOUTHERN REPORTER ADV SHEET CHARGEABLE SUB	1
1003015697	1003015697	39030090	SOUTHERN REPORTER ADV SHEET FREE SUB	1
1003015697	1003015697	13517321	STATISTICS OF DISCRIMINATION SUB	1
1003015697	1003015697	13975524	SUTHERLAND STATUTORY CONSTRUCTION SUB	1
1003015697	1003015697	13517615	TESTIMONIAL PRIVILEGES SUB	1
1003015697	1003015697	13974242	THE LAW OF LAW FIRMS SUB	1
1003015697	1003015697	30573051	TRADEMARK PRACTICE AND FORMS SUB	1
1003015697	1003015697	13517593	TRADEMARKS AND UNFAIR COMPETITION SUB	1

This Offer expires November 9, 2016 at 7:00 p.m. CT

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LMA PRODUCTS				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	30573025	TRANSNATIONAL LITIGATION GUIDE SUB	1
1003015697	1003015697	14938738	UCC LAW JOURNAL SUB	1
1003015697	1003015697	21060259	UNIFORM LAWS ANNO DIRECTORY OF ACTS PAMPHLET SUB	1
1003015697	1003015697	21064157	UNIFORM LAWS ANNO SUB	1
1003015697	1003015697	21048097	USCA SUB	1
1003015697	1003015697	39030216	US CONGRESSIONAL AND ADMINISTRATIVE NEWS PAMPHLET DISCOUNTEDSUB	1
1003015697	1003015697	21064297	WEST FEDERAL FORMS SUB	1
1003015697	1003015697	14629093	WHARTON CRIMINAL EVIDENCE SUB	1
1003015697	1003015697	13517801	WHARTON CRIMINAL LAW SUB	1
1003015697	1003015697	13517836	WHARTON CRIMINAL PROCEDURE SUB	1
1003015697	1003015697	13511439	WILLISTON CONTRACTS 4TH SUB	1
1003015697	1003015697	13517879	WILLISTON ON SALES SUB	1

ACADEMIC PRACTICE READY BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)		
YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.		
Please note: These billing arrangements do not affect Quickview+.		

This Offer expires November 9, 2016 at 7:00 p.m. CT

*me*

## GENERAL TERMS AND CONDITIONS

### Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal Information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. "We", "our", "Thomson Reuters" and "Thomson Reuters Legal" means West Publishing Corporation and our affiliates; "you" and "your" means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

**1. License Terms.** (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

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THOMSON REUTERS

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

**2. Third Party Providers.** Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

**3. Regulated Data.** Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

**4. Hosted Products.** (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

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## Returns and Refunds

**Print One Time Purchase/License or Subscriptions.** You may return print products for a full refund or credit if the return is received by West, a Thomson Reuters business ("West") within 45 days of the original ship date. If a return is received beyond the 45 days, West will not issue a refund. Please be aware that any products received after the 45 days will not be sent back to you by West. Your original ship date can be found on your invoice or online at [myaccount.thomsonreuters.com/westlaw](http://myaccount.thomsonreuters.com/westlaw). For products that are eligible for return under this policy, please contact West Customer Service at 1-800-328-4880.

**CD-ROM/DVD Products.** You may return CD-ROM/DVD products for a full refund or credit after the Minimum Term of the agreement.

**Print Program Agreements.** You may not return for refund or credit print and CD-ROM/DVD products that are part of multi-year contracts such as Special Offer Agreements, Library Maintenance Agreements/Library Management Arrangements, West Complete, Library Savings Plan and Assured Print Pricing programs.

**Print and CD-ROM /DVD Products that are Part of WestPack and ePack Agreements.** Print or CD-ROM/DVD products received during the Minimum Term or Renewal Term of the agreement may not be returned for a refund or credit. After the Minimum Term or Renewal Term, these products can be returned in accordance with the terms set forth in paragraph 1 above. Charges for ProView eBook products are not refundable at anytime.

**Returning Print and CD-ROM/DVD Products.** To ensure accurate processing, simply return merchandise, in original packaging, insuring contents for its value and return via a trackable method. Always enclose a copy of the original delivery or billing document, including a brief explanation of the reason for the return. You are responsible for all expenses associated with returns. You will forfeit applicable discounts when returning part of a promotional sale. To verify our receipt of your return and any credit applied, access the Returns History section in My Account ([myaccount.thomsonreuters.com/westlaw](http://myaccount.thomsonreuters.com/westlaw)).

**Nonrefundable Products.** Charges for Westlaw, CLEAR, Monitor Suite, West LegalEdcenter, Software, Practice Solutions, ProView eBooks, ProFlex, TREWS and professional services are not refundable.

**Rutter Group Programs.** You are entitled to a refund, less a \$15 administrative fee, if we are in receipt of notice of a cancellation more than 48 hours prior to the start of the program. If we are in receipt of notice of a cancellation less than 48 hours prior to the start of the program, you may apply the program charges toward a CD-ROM or DVD of the program. If you do not attend a program and do not provide notice to us, you will be provided with online access to the program or, in the alternative, may apply the charges toward a CD-ROM or DVD of the program. If you do not attend a program and do not provide notice to us, you will be provided with online access to the program or, in the alternative, may apply the charges toward a CD-ROM or DVD of the program.

You will be entitled to a refund of 80% of the tuition charges for California Family Law Report (CFLR) programs, if we are in receipt of notice of a cancellation 10 days or more prior to the start of the program.

For further details see <http://legalsolutions.thomsonreuters.com/law-products/customer-service/payment-shipping-returns>.



## Service Level Agreement for Hosted Practice Solutions Products

This Service Level Agreement ("SLA") covers West's hosted practice solutions products identified in your ordering document ("Covered Services"). The SLA will terminate when your subscription to the Covered Services ends. We may modify the terms of the SLA from time to time to reflect the changes in our support practices; however, any modification will not materially reduce the service levels.

### 1. Definitions.

1.1 "Downtime" is the amount of time access to Covered Services is interrupted due to any identifiable and reproducible Error.

1.2 "Error" is an error, malfunction or defect in the Covered Services of which we have been notified. "Error" does not include an error, malfunction or defect relating to third party gateways, Internet connectivity, or extraordinary (non-traditional) user search requirements. "Error" also does not include an error, malfunction or defect in the Covered Services of which we have not been notified.

1.3 "Response Time" means the time period we use to classify the problem or incident according to its severity and nature.

2. Support. Use the following telephone numbers or email addresses to reach a service professional for assistance. After receiving a telephone call or email from you, we will open a support ticket and commence a technical assessment of the problem.

**Case Logistics Hosted**  
Customer Technical Support  
Phone: 1-800-364-9853  
Email: [clshelp@thomsonreuters.com](mailto:clshelp@thomsonreuters.com)  
Hours: 7:00 am to 8:00pm CT Monday through Friday (on-call support available)

**Case Notebook-Hosted and**  
**Thomson Reuters Intelligence Center**  
Customer Technical Support  
Phone: 1-800-290-9378  
E-mail: [westlaw.software.support@thomsonreuters.com](mailto:westlaw.software.support@thomsonreuters.com)  
Hours: 6:30am to 7:30pm CT Monday through Friday

**ContractExpress**  
Customer Technical Support  
Phone: 1-800-290-West (1-800-290-9378)  
E-mail: [contractexpress@thomsonreuters.com](mailto:contractexpress@thomsonreuters.com)  
Hours: 9:00 am to 5:00 pm CT Monday through Friday

**Concourse**  
Customer Technical Support  
Phone: 1-800-787-8717  
E-mail: [support.concourse@thomsonreuters.com](mailto:support.concourse@thomsonreuters.com)  
Hours: 24x7x365

**Firm Central**  
Customer Technical Support  
Phone: 1-800-Westlaw (1-800-937-8529)  
E-mail: [techsupport@thomsonreuters.com](mailto:techsupport@thomsonreuters.com)  
Hours: 24x7x365

**Thomson Reuters eDiscovery Point**  
Customer Technical Support  
Phone: 1-800-364-9853  
E-mail: [edhelp@thomsonreuters.com](mailto:edhelp@thomsonreuters.com)  
Hours: 7:00 am to 8:00pm CT Monday through Friday (on-call support available)

3. Availability. We will make the Covered Services available a minimum of 99% during each calendar month of the agreement term, exclusive of interruptions due to scheduled maintenance services.

4. Response Time. We will use commercially reasonable efforts to respond and resolve Error and Downtime incidents in a timely manner. We will take action reasonably necessary to determine the source of the Error or Downtime. If the problem is not attributable to us, we will use commercially reasonable efforts to notify the party responsible and cooperate with such party to resolve the problem as soon as reasonably possible. If the Error is in our control, we will make commercially reasonable efforts to resolve the problem as expeditiously as practicable. If a timely resolution to an Error or Downtime cannot be found, we may provide a temporary resolution which will be followed by a permanent resolution as soon as reasonably practicable.

5. Remedies. If we fail to comply with the terms of the SLA and the failure is not cured within 30 days of receipt of your notice of an Error or Downtime, you may cancel any affected Covered Service upon 30 days' written notice.

6. Force Majeure. Neither party is liable for any loss or failure to perform its obligations under the SLA if the failure is due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like. If such circumstances continue for more than three (3) months, either party may cancel any affected Covered Service immediately upon written notice.

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Florida International University  
**SUPPLEMENTAL ADDENDUM**  
(Library Subscriptions)

1. **Incorporation by Reference.** This Supplemental Addendum ("Addendum") is incorporated in the Agreement ("Agreement"). If this Addendum conflicts with the remainder of the Agreement terms, this Addendum shall control.

2. **Payment.** Vendor shall submit bills for compensation for goods, services or expenses in detail sufficient for a proper pre-and post-audit. Vendor is responsible for any taxes due under this Agreement. FIU's performance and obligation to pay under the Agreement is contingent upon the legislature's annual appropriation. FIU will make payment in accordance with FIU Regulation FIU-2202 entitled "Prompt Payment." If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay Vendor an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101. FIU may make payments to Vendor via the University's EFT/ACH payment process. Vendor shall provide the necessary information to FIU upon request.

3. **Relationship of the Parties.** Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered FIU employees or agents. Vendor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).

4. **Confidentiality of Information.** If Vendor is exposed to FIU's confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and ~~FIU will respond to public records requests without any duty to give Vendor prior notice.~~ This provision shall survive termination of the Agreement.

5. **Indemnification/Copyright and Intellectual Property.** ~~If Vendor uses copyrighted materials or documents not owned by FIU ("Copyrighted Materials") in Vendor's performance of the Agreement, Vendor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Vendor will, at its own expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and/or costs made against FIU by a settlement or final judgment of a court that is based on a claim that FIU's use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement and Vendor's liability for the above is not limited by any limitation of liability clauses in the Agreement.~~

6. **General Provisions.**

A. Nothing in this Agreement shall be construed as an indemnification of the Vendor by FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28.

B. Renewals of this Agreement are not automatic; however, if FIU pays the renewal fee prior to the expiration of the current term, the Agreement shall be deemed as renewed.

C. Any clauses in the agreement regarding: arbitration or mediation, restrictions on the hiring of vendor's employees, or grants of exclusivity to Vendor are null and void.

D. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Miami-Dade County, Florida.

~~B. Termination. FIU may terminate this Agreement by giving Vendor at least thirty (30) days prior written notice of termination. FIU shall only be liable for payment of goods received and services rendered and accepted by FIU prior to the date of termination.~~



7. No counterparts; facsimile signatures allowed. This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

The duly authorized representatives of the parties execute this Supplemental Addendum.

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_

Name: Kenneth Furton

Title: Provost & Executive Vice President

Date: \_\_\_\_\_

**VENDOR: THOMSON REUTERS**

By: Nancy Leonard

Name: Nancy Leonard

Title: Lead Financial Analyst Accounting and Finance

Date: 21 October 2016

[Signature]  
Approved as to  
Form and Content  
F.L.U. Attorney

Date: 10-13-16



~~B. Termination: FIU may terminate this Agreement by giving Vendor at least thirty (30) days prior written notice of termination. FIU shall only be liable for payment of goods received and services rendered and accepted by FIU prior to the date of termination.~~

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7. No counterparts; facsimile signatures allowed. This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

The duly authorized representatives of the parties execute this Supplemental Addendum.

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

By: 

Name: Kenneth Furton

Title: Provost & Executive Vice President

Date: 11/08/2016

**VENDOR: THOMSON REUTERS**

By: 

Name: Nancy Leonard

Title: Lead Financial Analyst Accounting and Finance

Date: 22 October 2016

  
FLA Attorney

Date: 10-13-16



**WEST LETTER OF UNDERSTANDING – SPECIAL OFFER**

610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651-687-8000

**THOMSON REUTERS™**

February 20, 2018

**Agreement No. 00071771.0**

1003015697  
 Florida International University  
 11200 SW 8Th St  
 Miami, FL 33199

To Whom It May Concern:

This letter of understanding amends the West Order Form – Special Offer, dated 12/01/2016, between Florida International University, Board of Trustees ("Subscriber", "you" or "your") and West Publishing Corporation ("West", "we", or "our"). If the terms of the order form conflict, this letter of understanding will have priority.

Effective April 1, 2018, the Order Form will be amended as follows.

The Subscribed Products & Services, Subscription Periods and Monthly Charges shall be as follows:

Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
41974545	Practice Ready Premier		4/1/2018 - 11/30/2018	\$23,561
	Ⓢ Monitor Suite Content	5	12/1/2018 - 11/30/2019	\$23,755
	Ⓢ Drafting Essentials	Enterprise		
	Ⓢ Firm Central	Enterprise		
	Ⓢ Practice Point Primary All Core and Content	Enterprise		
	Ⓢ Practical Law All U.S.	Enterprise		
	Ⓢ Rise of American Law	Enterprise		
	Ⓢ Tribal Law	Enterprise		
	Ⓢ International Analytical	Enterprise		
	Ⓢ Westlaw Plan 4 Access	Enterprise		
	Ⓢ Form Builder	Enterprise		
	Ⓢ Westlaw China	Enterprise		
	Ⓢ West Legal EdCenter	Enterprise		
40284615	Library Management Arrangement	Enterprise		
41839550	ProView eBooks Access			
42145080	ProView IP Range Access – Patron			

The following sections will be inserted into the Order Form:

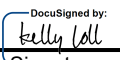
**Academic ProView IP Range Patron Access.** ProView eBooks products listed on the attached ProView IP Range Access grid ("eBooks") are available to current faculty and staff, current students, and onsite library patrons ("Authorized Users") through Internet Protocol Range Access ("IPR Access"). Current faculty and staff and current students may use Subscriber's virtual private network ("VPN") to access eBooks from any location. No other persons, including alumni, are authorized to use eBooks except as onsite library patrons. All access to and use of eBooks licensed in this Agreement is governed by the General Terms and Conditions, located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> and the clickthrough agreement. You and your Authorized Users are licensed to use eBook content solely in the regular course of legal and other research and related work. We may terminate your license if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may update your eBook version if necessary to maintain access to the content. ProView eBook subscription services include browser based online access to the most current version of the eBook and updates released during your subscription services term. When this Agreement terminates, your right to access and use eBooks will terminate.

All other terms and conditions of the Order Form and/or Terms and Conditions will remain unchanged.

**ACKNOWLEDGMENT**

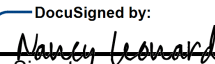
I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

**Florida International University, Board of Trustees**

DocuSigned by:  
  
 Signature  
 kelly loll  
 Date 3/6/2018

Name (please print)  
 purchasing Director  
 Title

**WEST PUBLISHING CORPORATION**

DocuSigned by:  
  
 Signature  
 C43D21DE7A69416...  
 Julie Jenkins  
 Date 3/6/2018

Name (please print)  
 Sr. Financial Analyst  
 Title

This offer expires March 9, 2018 at 7:00 p.m. CT.

## SUBSCRIBER INFORMATION EXHIBIT

PROVIEW IP RANGE ACCESS	
IP Address Section: Only External IP Addresses or Ranges Must Be Provided	
<b>Internet Service Provider Name</b>	
Valid external IP addresses or IP ranges belonging to your organization and meeting the following requirements <u>must</u> be provided:	
⌚ IP addresses assigned to jurisdictions outside the United States or our approved U.S. Territories are prohibited.	
⌚ All IP addresses must be IPv4 addresses.	
Permissible IP addresses will be those provided below as well as any previously provided IP addresses by you.	
Patron ProView eBooks	
ProView eBooks Descriptions	Quantity
PROVIEW FL PRACTICE V18 LAW OF TRUSTS SUB	1
PROVIEW FL PRACTICE V22 CRIMINAL PROCEDURE SUB	1
PROVIEW HARRISON FL WILLS AND ADMINISTRATION (TRAWICK) SUB	1
PROVIEW IP AMERICAN LAW OF MEDICAL MALPRACTICE SUB	1
PROVIEW IP AMERICAN LAW OF TORTS SUB	1
PROVIEW IP AMERICAN LAW OF ZONING SUB	1
PROVIEW IP ANTITRUST ADVISER SUB	1
PROVIEW IP ANTITRUST AND AMERICAN BUSINESS ABROAD SUB	1
PROVIEW IP BANKRUPTCY LAW MANUAL SUB	1
PROVIEW IP BIOTECHNOLOGY AND THE LAW SUB	1
PROVIEW IP BLUE SKY LAW SUB	1
PROVIEW IP BROKER DEALER OPERATIONS SUB	1
PROVIEW IP CHILDREN AND THE LAW: RIGHTS AND OBLIGATIONS SUB	1
PROVIEW IP CIVIL RIGHTS AND CIVIL LIBERTIES LITIGATION: LAW OF SECTION 1983 SUB	1
PROVIEW IP COMMERCIAL AGREEMENTS A LAWYERS GUIDE TO DRAFTING AND NEGOTIATING SUB	1
PROVIEW IP COMMODITIES REGULATION SUB	1
PROVIEW IP COMPARATIVE ENVIRONMENTAL LAW AND REGULATIONS SUB	1
PROVIEW IP CONFLICTS OF INTEREST IN BUSINESS AND THE PROFESSIONS LAW AND COMPLIANCE SUB	1
PROVIEW IP CRIMINAL PROCEDURE HANDBOOK SUB	1
PROVIEW IP DISCRETIONARY LAND USE CONTROLS HANDBOOK SUB	1
PROVIEW IP FAIGMAN SCIENTIFIC EVIDENCE SUB	1
PROVIEW IP FED CT APPEALS MAN HND BK KNIBB SUB	1
PROVIEW IP FEDERAL APPEALS JURISDICTION AND PRACTICE SUB	1
PROVIEW IP FEDERAL CIVIL RIGHTS ACTS SUB	1
PROVIEW IP FEDERAL COURT OF APPEALS - LOCAL RULES - MANUAL SUB	1
PROVIEW IP FEDERAL SENTENCING LAW AND PRACTICE SUB	1
PROVIEW IP FEDERAL TORT CLAIMS SUB	1
PROVIEW IP FL COURT RULES FEDERAL V2 SUB	1
PROVIEW IP FL COURT RULES LOCAL V3 SUB	1
PROVIEW IP FL COURT RULES STATE V1 SUB	1
PROVIEW IP FL CRIMINAL AND MOTOR VEHICLE LAW SUB	1
PROVIEW IP FL CRIMINAL LAW AND RULES SUB	1
PROVIEW IP FL FAMILY LAWS AND RULES SUB	1
PROVIEW IP FL GUARDIANSHIP LAW AND PROCEDURE SUB	1
PROVIEW IP FL MORTGAGES (BAYNES) SUB	1
PROVIEW IP FL MOTIONS IN LIMINE SUB	1
PROVIEW IP FL PRACTICE AND PROC SUB	1
PROVIEW IP FL PRACTICE V11 DUI HANDBOOK SUB	1
PROVIEW IP FL PRACTICE V12-13 ESTATE PLANNING PRACTICE GUIDE SUB	1
PROVIEW IP FL PRACTICE V14-15 ELDER LAW SUB	1
PROVIEW IP FL PRACTICE V16 SENTENCING SUB	1
PROVIEW IP FL PRACTICE V17 INSURANCE LAW SUB	1
PROVIEW IP FL PRACTICE V19 REAL ESTATE SUB	1
PROVIEW IP FL PRACTICE V1 EVIDENCE SUB	1
PROVIEW IP FL PRACTICE V20 SUMMARY JUDGEMENT AND RELATED TERMINATION MOTIONS SUB	1
PROVIEW IP FL PRACTICE V21 ELEMENTS OF A CIVIL ACTION SUB	1
PROVIEW IP FL PRACTICE V2 APPELLATE PRACTICE SUB	1
PROVIEW IP FL PRACTICE V4 CIVIL PROCEDURE SUB	1
PROVIEW IP FL PRACTICE V5 CIVIL PRACTICE SUB	1
PROVIEW IP FL PRACTICE V6 PERSONAL INJURY PRACTICE SUB	1

This offer expires March 9, 2018 at 7:00 p.m. CT.

PROVIEW IP FL PRACTICE V7 MOTOR VEHICLE SUB	1
PROVIEW IP FL PRACTICE V8 CONSTRUCTION LAW AND PRACTICE SUB	1
PROVIEW IP FL PRACTICE WORKERS COMPENSATION SUB	1
PROVIEW IP FL PROBATE CODE SUB	1
PROVIEW IP FL TRIAL OBJECTIONS SUB	1
PROVIEW IP HARRISON FL PLEADING RULES OF CIVIL PROCEDURE FORMS (LACOE) SUB	1
PROVIEW IP HATE CRIMES LAW SUB	1
PROVIEW IP HEALTH CARE AND ANTITRUST LAW SUB	1
PROVIEW IP HEALTH LAW HANDBOOK SUB	1
PROVIEW IP HEARSAY HANDBOOK SUB	1
PROVIEW IP IMMIGRATION EMPLOYMENT COMPLIANCE HANDBOOK SUB	1
PROVIEW IP INTERNATIONAL BANK LAW & REG SUB	1
PROVIEW IP INTERNATIONAL EXECUTION JUDG DEBT SUB	1
PROVIEW IP LA COURT RULES FEDERAL V2 SUB	1
PROVIEW IP LA COURT RULES STATE V1 SUB	1
PROVIEW IP LAND USE PRACTITIONERS EDITION (JUERGENSEMEYER) SUB	1
PROVIEW IP LAW AND PRACTICE OF US REGULATION OF INTERNATIONAL TRADE SUB	1
PROVIEW IP LAW OF ASYLUM IN THE US SUB	1
PROVIEW IP LAW OF LAW FIRMS SUB	1
PROVIEW IP LEVENSON FEDERAL CRIMINAL RULES HANDBOOK SUB	1
PROVIEW IP MANUAL ON EMPLOYMENT DISCRIMINATION LAW AND CIVIL RIGHTS ACTIONS IN THE FEDERAL COURT 2D SUB	1
PROVIEW IP MATTHEWS MUNICIPAL ORDINANCES SUB	1
PROVIEW IP MCCORMICK EVIDENCE PRACTITIONERS EDITION SUB	1
PROVIEW IP NEWBERG ON CLASS ACTIONS SUB	1
PROVIEW IP NORTON BANKRUPTCY LAW AND PRACTICE SUB	1
PROVIEW IP O'NEAL OPPRESSION OF MINORITY SHAREHOLDERS SUB	1
PROVIEW IP OWEN & DAVIS PRODUCTS LIABILITY SUB	1
PROVIEW IP PROF RESPONSIBILITY IN CRIMINAL DEF SUB	1
PROVIEW IP QUINNS UCC COMMENTARY AND LAW DIGEST SUB	1
PROVIEW IP RECOVERY FOR WRONGFUL DEATH AND INJURY SUB	1
PROVIEW IP RESTATEMENT OF THE LAW LAW GOVERNING LAWYERS SUB	1
PROVIEW IP RIGHTS OF PRISONERS SUB	1
PROVIEW IP RIGHTS OF PUBLICITY AND PRIVACY SUB	1
PROVIEW IP ROTUNDA TREATISE ON CONSTITUTIONAL LAW SUB	1
PROVIEW IP SEARCH AND SEIZURE A TREATISE ON THE 4TH AMENDMENT (LAFAVE) SUB	1
PROVIEW IP SMOLLA AND NIMMER ON FREEDOM OF SPEECH RELEASE SUB	1
PROVIEW IP STATISTICS OF DISCRIMINATION SUB	1
PROVIEW IP SUTHERLAND STATUTORY CONSTRUCTION SUB	1
PROVIEW IP TESTIMONIAL PRIVILEGES (TRIAL PRACTICE SERIES) SUB	1
PROVIEW IP TRADEMARKS AND UNFAIR COMPETITION SUB	1
PROVIEW IP TRADEMARK PRACTICE & FORMS SUB	1
PROVIEW IP TRIAL HANDBOOK FOR FL LAWYERS SUB	1
PROVIEW IP WHARTON CRIMINAL EVIDENCE SUB	1
PROVIEW IP WHARTON CRIMINAL LAW 15TH SUB	1

**WEST LETTER OF UNDERSTANDING – SPECIAL OFFER**

610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651-687-8000

**THOMSON REUTERS™**

July 19, 2019

**Agreement No. 00071771.0**

1003015697  
 Florida International University  
 11200 Sw 8Th St  
 Miami, FL 33199

To Whom It May Concern:

This letter of understanding amends the West Order Form – Special Offer, dated 12/1/2016, between Florida International University, Board of Trustees, Law Library ("Subscriber", "you" or "your") and West Publishing Corporation ("West", "we", or "our"). If the terms of the order form conflict, this letter of understanding will have priority.

Effective September 1, 2019, the Order Form will be amended as follows.

The Subscribed Products & Services, Subscription Periods and Monthly Charges shall be as follows:

Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
41974545	Practice Ready Premier		9/1/2019 - 11/30/2019	\$23,769
	• Monitor Suite Content	5	12/1/2019 – 11/30/2020	\$23,977
	• Drafting Essentials	Enterprise	12/1/2020 – 11/30/2021	\$24,187
	• Firm Central	Enterprise	12/1/2021 – 11/30/2022	\$24,400
	• Practical Law Connect	Enterprise		
	• Practical Law All U.S.	Enterprise		
	• Rise of American Law	Enterprise		
	• Tribal Law	Enterprise		
	• International Analytical	Enterprise		
	• Westlaw Plan 4 Access	Enterprise		
	• Form Builder	Enterprise		
	• Westlaw China	Enterprise		
	• West Legal Ed Center	Enterprise		
41839550	• ProView eBooks			
42145080	• ProView IP Range Access - Patron			
40284615	Library Maintenance Agreement	Enterprise		

The following sections will be inserted into the Order Form:

New West Print Product Titles to be shipped and to be included in the Library Maintenance Agreement:

SP Account #	SH Account #	Sub Mat #	Print Products	Quantity
1003015697	1003015697	41231450	Collateral Consequences of Criminal Conviction: Law, Policy and Practice, 2016 ed.	1

Proview and Patron Access Proview Addition

SP Account #	SH Account #	Sub Mat #	Proview Products	Quantity
1003015697	1003015697	41844180	PVIP COLLATERAL CONSEQ CRIM CON SUB	1
1003015697	1003015697	41830741	PVIP ALI CORP GOVERNANCE SUB	1
1003015697	1003015697	41829429	PVIP ALI PRIN AGGR LITIG SUB	1
1003015697	1003015697	41882706	PVIP ALI PRIN FAM DISSOLUTION SUB	1
1003015697	1003015697	41892447	PVIP PRIN SFTW CONTR SUB	1
1003015697	1003015697	41830127	PVIP REST AGENCY 3D V1-2 SUB	1
1003015697	1003015697	41977703	PVIP REST CONFLICT 2D SUB	1
1003015697	1003015697	42026890	PVIP REST EMPL LAW SUB	1
1003015697	1003015697	42026934	PVIP REST FOREIGN REL 3D V1&2 SUB	1
1003015697	1003015697	41949996	PVIP REST PROP 3D MORTGAGES SUB	1
1003015697	1003015697	41949987	PVIP REST PROP 3D SERVITUDES SUB	1
1003015697	1003015697	41830774	PVIP REST PROP 3D WILLS SUB	1
1003015697	1003015697	41893135	PVIP REST PROP LAND & TEN SUB	1
1003015697	1003015697	42026925	PVIP REST SURETYSHIP SUB	1
1003015697	1003015697	41830775	PVIP REST TORT 3D APPORT LIAB SUB	1

This offer expires August 15, 2019 at 7:00 p.m. CT.

SP Account #	SH Account #	Sub Mat #	Preview Products	Quantity
1003015697	1003015697	41830776	PVIP REST TORT 3D LIB PHY EMT HARM SUB	1
1003015697	1003015697	41830128	PVIP REST TORT 3D PROD LIAB SUB	1
1003015697	1003015697	41977694	PVIP REST TRUSTS 3D SUB	1
1003015697	1003015697	42026907	PVIP REST UNFAIR COMPET 3D SUB	1
1003015697	1003015697	41830129	PVIP REST&UNJUST ENRI SUB	1

The following section will replace the same numbered section in the Order Form:

**8. LMA Swap.** At the end of any complete Subscription Period you may delete or add print titles to the attached LMA Products grid for the following Subscription Period with 30 days prior written notice. The title changes will be memorialized in a document that is signed by both parties.

(a) The annualized retail value of the deleted print titles may not exceed

Subscription Period	Annualized Retail Value
12/1/2019 – 11/30/2020	\$12,628
12/1/2020 – 11/30/2021	\$12,754
12/1/2021 – 11/30/2022	\$12,881

(b) The monthly charges are fixed and will not decrease should a deficit occur because of the swap. If the value of the replacement titles is greater than the value of the titles removed, monthly charges will be increased based on the net difference.

All other terms and conditions of the Order Form and/or Terms and Conditions will remain unchanged.

#### ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

**Florida International University, Board of Trustees, Law Library**

DocuSigned by:  
 8/13/2019  
 Date

Kenneth Furton

Name (please print)

Provost & Executive Vice President

Title

**WEST PUBLISHING CORPORATION**

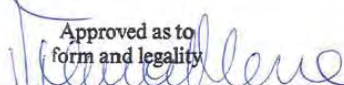
DocuSigned by:  
 8/13/2019  
 Date

Ben Verrall

Name (please print)

Academic Solutions Specialist

Title

Approved as to  
 form and legality  
  
 F.I.U. Attorney

Date: 8-13-19

This offer expires August 15, 2019 at 7:00 p.m. CT.

**WEST ORDER FORM – SPECIAL OFFER**

610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651-687-8000



November 11, 2022

**Agreement No. 00071771.0**

1003015697  
 Florida International University  
 11200 SW 8TH ST  
 Miami, FL 33199

To Whom It May Concern:

This letter of understanding amends the West Order Form – Special Offer, dated 12/01/2016, between Florida International University ("Subscriber", "you" or "your") and the Thomson Reuters entities as defined in the order form, and any amendments thereto. A detailed list of the entity providing each product and service is available at: <https://www.tr.com/trorderinginfo>. If the terms of the order form conflict, this letter of understanding will have priority.

Effective January 1, 2023, the Order Form will be amended as follows.

The Subscribed Products & Services, Subscription Periods and Monthly Charges shall be as follows:

Material ID	Subscribed Products	Authorized Users	Subscription Periods	Monthly Charges
41974545	Practice Ready Premier		1/01/2023 - 12/31/2023	\$24,615
	• Monitor Suite Content	5	1/01/2024 - 12/31/2024	\$24,832
	• Drafting Essentials	Enterprise	1/01/2025 - 12/31/2025	\$25,051
	• Firm Central	Enterprise	1/01/2026 - 12/31/2026	\$25,272
	• Practical Law Connect	Enterprise	1/01/2027 - 12/31/2027	\$25,495
	• Practical Law All U.S.	Enterprise		
	• Rise of American Law	Enterprise		
	• Tribal Law	Enterprise		
	• International Analytical	Enterprise		
	• Westlaw Plan 4 Access	Enterprise		
	• Form Builder	Enterprise		
	• Westlaw UK Edge	Enterprise		
41839550	ProView eBooks			
42145080	ProView IP Range Access - Patron			
40284615	Library Maintenance Agreement	Enterprise		

This Order Form is a legal document between Customer and

- A. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation and/or
- B. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", "Subscriber", "your" or "Client".

The following section(s) will replace the same numbered section(s) in the Order Form:

7. **Library Maintenance Agreement.** You currently subscribe to our print products. You desire to maintain your subscription to those titles at predictable monthly pricing through this library maintenance agreement ("LMA") and you will receive updates as well. After the last Subscription Period and if the parties are not able to enter into a superseding LMA, you will continue to receive the print products described in the attached LMA Products grid; all of which will be billed separately at then-current rates. You will provide 60 days advance written notice if you will not be entering into a superseding LMA. Either party may cancel these products at any time after the last Subscription Period upon written request. Information regarding the frequency and updates of our print products is available from your West sales representative. The LMA is not subject to the General Terms and Conditions reference in section 1.
8. **LMA Swap.** At the end of any complete Subscription Period you may swap titles listed within the Products Exhibit(s) for the following Subscription Period with 30 days prior written notice. You must delete all formats of specified swapped titles to count toward the swap allowance. The title changes will be memorialized in a document that is signed by both parties.

The value of the swapped titles may not exceed

This offer expires December 16, 2022, at 7:00 p.m. CT.

Subscription Period	Annualized Retail Value
1/01/2024 - 12/31/2024	\$13,141
1/01/2025 - 12/31/2025	\$13,272
1/01/2026 - 12/31/2026	\$13,405
1/01/2027 - 12/31/2027	\$13,538

The Monthly Charges are fixed and will not decrease should a deficit occur because of the swap. If the value of the replacement titles is greater than the value of the titles removed, Monthly Charges will be increased based on the net difference.

13. **LMA Product Table Replacement**

The LMA Products table will be deleted in its entirety and will be replaced with the LMA Products table attached hereto.

All other terms and conditions of the Order Form and/or Terms and Conditions will remain unchanged.

**ACKNOWLEDGMENT**

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this letter of understanding, to the extent each Thomson Reuters entity is providing the products and/or services.

**Florida International University Board of**

**WEST PUBLISHING CORPORATION**

Signature

Date

Name (please print)

Title

DocuSigned by:  
*Jenny Deutsch*  
40256041776148F...

11/14/2022

Signature

Date

Jenny Deutsch

Name (please print)

Manager Commercial Strategy & Policy

Title

Approved as to  
form and legality  
*[Signature]*  
F.I.U. Attorney

Date:

**Thomson Reuters Enterprise Centre GmbH**

DocuSigned by:  
*Daniel Simic*  
E58CA341DBB04B0...

11/14/2022

Signature

Date

Daniel Simic

Name (please print)

Manager of Policy & Commercial Operations

Title

**For internal use only: Legal Contact for non-standard arrangements:**

LMA PRODUCTS				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	13511722	ADVOCACY THE ART OF PLEADING A CAUSE SUB	1
1003015697	1003015697	13503665	ALR 3D SUB	1
1003015697	1003015697	13503649	ALR 4TH SUB	1
1003015697	1003015697	13503698	ALR 5TH SUB	1
1003015697	1003015697	40381251	ALR 6TH SUB	1
1003015697	1003015697	41777814	ALR 7TH SUB	1
1003015697	1003015697	40381254	ALR FEDERAL 2D SUB	1
1003015697	1003015697	41777805	ALR FEDERAL 3D SUB	1
1003015697	1003015697	13503657	ALR FEDERAL SUB	1
1003015697	1003015697	13503681	ALR INDEX SUB	1
1003015697	1003015697	15317605	AMERICAN BANKRUPTCY INSTITUTE LAW REVIEW SUB	1
1003015697	1003015697	13515337	AMERICAN LAW OF LANDLORD AND TENANT SUB	1
1003015697	1003015697	13515388	AMERICAN LAW OF MEDICAL MALPRACTICE SUB	1



LMA PRODUCTS				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	13974331	AMERICAN LAW OF TORTS SUB	1
1003015697	1003015697	13515434	AMERICAN LAW OF ZONING SUB	1
1003015697	1003015697	13504009	AM JUR 2D SUB	1
1003015697	1003015697	15493896	AM JUR 2D TAX V.33-34B SUB	1
1003015697	1003015697	14100228	AM JUR LEGAL FORMS SUB	1
1003015697	1003015697	13503728	AM JUR PLEADING AND PRACTICE SUB	1
1003015697	1003015697	13503827	AM JUR PROOF OF FACTS 3D SUB	1
1003015697	1003015697	14047914	ANTITRUST ADVISER SUB	1
1003015697	1003015697	14628887	ANTITRUST AND AMERICAN BUSINESS ABROAD SUB	1
1003015697	1003015697	14862748	BANKRUPTCY LAW MANUAL SUB	1
1003015697	1003015697	30572918	BANKRUPTCY COURT DECISIONS SUB	1
1003015697	1003015697	13512281	BIOTECHNOLOGY AND THE LAW SUB	1
1003015697	1003015697	16622576	BLUE SKY LAW SUB	1
1003015697	1003015697	21060658	BOGERT TRUSTS AND TRUSTEES SUB	1
1003015697	1003015697	16622606	BROKER DEALER OPERATIONS SUB	1
1003015697	1003015697	40448861	BUSINESS LAWS INC ECONOMIC SANCTIONS EMBARGOES SUB	1
1003015697	1003015697	40447972	BUSINESS LAWS INC GUIDE TO EXPORT CONTROLS SUB	1
1003015697	1003015697	40448008	BUSINESS LAWS INC IMPORTING UNDER US CUSTOM LAWS SUB	1
1003015697	1003015697	13512737	CAUSES OF ACTION 2D SUB	1
1003015697	1003015697	13512729	CAUSES OF ACTION SUB	1
1003015697	1003015697	13972466	CHILDREN AND THE LAW: RIGHTS AND OBLIGATIONS SUB	1
1003015697	1003015697	13515596	CIVIL AND CRIMINAL FORFEITURE FEDERAL AND STATE PRACTICE SUB	1
1003015697	1003015697	15274868	CIVIL RIGHTS AND CIVIL LIBERTIES LITIGATION LAW OF SEC 1983 SUB	1
1003015697	1003015697	21023000	CJS SUB	1
1003015697	1003015697	40137786	CJS TABLE OF CASES ONLY SUB	1
1003015697	1003015697	41231450	COLLATERAL CONSEQUENCES OF CRIMINAL CONVICTION LAW POLICY AND PRACTICE SUB	1
1003015697	1003015697	13510149	COMMERCIAL AGREEMENTS A LAWYERS GUIDE TO DRAFTING AND NEGOTIATING SUB	1
1003015697	1003015697	16622703	COMMODITIES REGULATION SUB	1
1003015697	1003015697	30572954	COMPARATIVE ENVIRONMENTAL LAW AND REGULATIONS SUB	1
1003015697	1003015697	14938016	CRIMINAL LAW BULLETIN SUB	1
1003015697	1003015697	13512788	CRIMINAL PROCEDURE HANDBOOK SUB	1
1003015697	1003015697	14714597	DEPOSITION NOTEBOOK SUB	1
1003015697	1003015697	30572966	DIGEST OF COMMERCIAL LAWS OF THE WORLD SUB	1
1003015697	1003015697	13972851	DISABILITY HANDBOOK SUB	1
1003015697	1003015697	13513138	DISCRETIONARY LAND USE CONTROLS HANDBOOK SUB	1
1003015697	1003015697	13513253	EMPLOYMENT DISCRIMINATION LAW SUB	1
1003015697	1003015697	13513539	ENTERTAINMENT LAW LEGAL CONCEPTS AND BUSINESS PRACTICES SUB	1
1003015697	1003015697	13505013	FEDERAL APPEALS JURISDICTION AND PRACTICE SUB	1
1003015697	1003015697	13513814	FEDERAL CIVIL RIGHTS ACTS SUB	1
1003015697	1003015697	17327646	FEDERAL COURT OF APPEALS MANUAL LOCAL RULES SUB	1
1003015697	1003015697	12489324	FEDERAL CRIMINAL RULES HANDBOOK (LEVENSON) SUB	1
1003015697	1003015697	21060402	FEDERAL PRACTICE AND PROCEDURE REV EDITION SUB	1
1003015697	1003015697	13504939	FEDERAL PROCEDURE SUB	1
1003015697	1003015697	16628051	FEDERAL SENTENCING GUIDELINES DIGEST SUB	1
1003015697	1003015697	21049689	FEDERAL SENTENCING GUIDELINES MANUAL SUB	1
1003015697	1003015697	21061026	FEDERAL SENTENCING LAW AND PRACTICE SUB	1
1003015697	1003015697	13973424	FEDERAL TORT CLAIMS SUB	1
1003015697	1003015697	40849301	FL COURT RULES LOCAL AND LOCAL KEYRULES V.III-III.A SUB	6
1003015697	1003015697	17579321	FL COURT RULES STATE AND FEDERAL V.I-II SUB	11
1003015697	1003015697	21099716	FL DIGEST 2D SUB	2
1003015697	1003015697	13513758	FLETCHER CYCLOPEDIA CORPORATIONS SUB	1
1003015697	1003015697	40120578	FL GUARDIANSHIP LAW AND PROCEDURE (BRENNAN) SUB	1
1003015697	1003015697	13991007	FL JURISPRUDENCE COMPLETE SUB	2
1003015697	1003015697	14106838	FL JURISPRUDENCE FORMS LEGAL AND BUSINESS SUB	2
1003015697	1003015697	13505382	FL LAWYERS TRIAL HANDBOOK SUB	1
1003015697	1003015697	40120581	FL MORTGAGES (BAYNES) SUB	1
1003015697	1003015697	40522502	FL MOTIONS IN LIMINE SUB	1
1003015697	1003015697	14107224	FL PLEADING AND PRACTICE FORMS SUB	2
1003015697	1003015697	40120601	FL PRACTICE 9-10 WORKERS COMPENSATION SUB	1
1003015697	1003015697	40511711	FL PRACTICE GENERAL INDEX SUB	1
1003015697	1003015697	11618384	FL PRACTICE V.11 DUI HANDBOOK SUB	1
1003015697	1003015697	13505396	FL PRACTICE V.12-13 ESTATE PLANNING PRACTICE GUIDE SUB	1
1003015697	1003015697	13505404	FL PRACTICE V.14-15 ELDER LAW SUB	1
1003015697	1003015697	40530200	FL PRACTICE V.16 SENTENCING SUB	1
1003015697	1003015697	40559341	FL PRACTICE V.17 INSURANCE LAW SUB	1
1003015697	1003015697	40120589	FL PRACTICE V.18 LAW OF TRUSTS SUB	1

This offer expires December 16, 2022, at 7:00 p.m. CT.



		LMA PRODUCTS		
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	40590805	FL PRACTICE V.19 REAL ESTATE SUB	1
1003015697	1003015697	17168076	FL PRACTICE V.1 EVIDENCE SUB	1
1003015697	1003015697	40785670	FL PRACTICE V.20 SUMMARY JUDGEMENT AND RELATED TERMINATION MOTIONS SUB	1
1003015697	1003015697	40810470	FL PRACTICE V.21 ELEMENTS OF A CIVIL ACTION SUB	1
1003015697	1003015697	40854862	FL PRACTICE V.22 CRIMINAL PROCEDURE SUB	1
1003015697	1003015697	13820415	FL PRACTICE V.2 APPELLATE PRACTICE SUB	5
1003015697	1003015697	21083283	FL PRACTICE V.3 CIVIL PROCEDURE FORMS SUB	1
1003015697	1003015697	16345645	FL PRACTICE V.4 CIVIL PROCEDURE SUB	1
1003015697	1003015697	17201019	FL PRACTICE V.5 CIVIL PRACTICE SUB	1
1003015697	1003015697	11625127	FL PRACTICE V.6 PERSONAL INJURY PRACTICE SUB	1
1003015697	1003015697	40122134	FL PRACTICE V.7 MOTOR VEHICLE NO-FAULT LAW PERSONAL INJURY PROTECTION SUB	1
1003015697	1003015697	40147518	FL PRACTICE V.8 CONSTRUCTION LAW AND PRACTICE SUB	1
1003015697	1003015697	39030030	FL SESSION LAWS DISCOUNTED SUB	2
1003015697	1003015697	12283203	FL TRIAL OBJECTIONS SUB	1
1003015697	1003015697	21123919	FL UCC FORMS SUB	1
1003015697	1003015697	13514136	FUNDAMENTALS OF SPORTS LAW SUB	1
1003015697	1003015697	40120572	HARRISON FL PLEADING RULES OF CIVIL PROCEDURE FORMS (LACOE) SUB	1
1003015697	1003015697	40120585	HARRISON FL PRACTICE AND PROCEDURE FORMS (TRAWICK) SUB	8
1003015697	1003015697	40120583	HARRISON FL PRACTICE AND PROCEDURE (TRAWICK) SUB	8
1003015697	1003015697	40120590	HARRISON FL WILLS AND ADMINISTRATION(BELCHER)SUB	1
1003015697	1003015697	13515286	HATE CRIMES LAW SUB	1
1003015697	1003015697	13514527	HEALTH CARE AND ANTITRUST LAW SUB	1
1003015697	1003015697	14790676	HEALTH LAW HANDBOOK SUB	1
1003015697	1003015697	13514646	HEARSAY HANDBOOK SUB	1
1003015697	1003015697	13514799	IMMIGRATION EMPLOYMENT COMPLIANCE HANDBOOK SUB	1
1003015697	1003015697	15511681	INTERNAL REVENUE ACTS SUB	1
1003015697	1003015697	30572978	INTERNATIONAL BANKING LAW AND REGULATIONS SUB	1
1003015697	1003015697	30572981	INTERNATIONAL EXECUTION AGAINST JUDGEMENT DEBTORS SUB	1
1003015697	1003015697	21019356	JUERGENSMEYER LAND USE PRACTITIONERS EDITION SUB	1
1003015697	1003015697	11957731	KNIBB FEDERAL COURT OF APPEALS MANUAL (WEST HANDBOOK SERIES) SUB	3
1003015697	1003015697	15343991	LA COURT RULES STATE AND FEDERAL V.I-II SUB	1
1003015697	1003015697	30573010	LAW AND PRACTICE OF US REGULATION OF INTERNATIONAL TRADE SUB	1
1003015697	1003015697	40785102	LAW OF ASYLUM IN THE US SUB	1
1003015697	1003015697	13515698	MANUAL ON EMPLOYMENT DISCRIMINATION LAW AND CIVIL RIGHTS ACTIONS IN THE FEDERAL COURTS SUB	1
1003015697	1003015697	13515817	MATTHEWS MUNICIPAL ORDINANCES SUB	1
1003015697	1003015697	15693909	MCCORMICK EVIDENCE PRACTITIONERS EDITION SUB	1
1003015697	1003015697	13515833	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS SUB	1
1003015697	1003015697	11599762	MODERN SCIENTIFIC EVIDENCE THE LAW AND SCIENCE OF EXPERT TESTIMONY (FAIGMAN) SUB	1
1003015697	1003015697	13504858	NEWBERG ON CLASS ACTIONS SUB	1
1003015697	1003015697	14730169	NORTON ANNUAL SURVEY OF BANKRUPTCY LAW SUB	1
1003015697	1003015697	39030360	NORTON BANKRUPTCY LAW ADVISOR NEWSLETTER FREE SUB	1
1003015697	1003015697	13515949	NORTON BANKRUPTCY LAW AND PRACTICE SUB	1
1003015697	1003015697	14938156	NORTON JOURNAL OF BANKRUPTCY LAW AND PRACTICE SUB	1
1003015697	1003015697	40038458	NORTON QUICK REFERENCE BANKRUPTCY CODE AND RULES FREE SUB	1
1003015697	1003015697	13974749	ONEAL OPPRESSION OF MINORITY SHAREHOLDERS SUB	1
1003015697	1003015697	11596488	OWEN AND DAVIS ON PRODUCTS LIABILITY SUB	1
1003015697	1003015697	13516341	PROFESSIONAL RESPONSIBILITY OF THE CRIMINAL LAWYER SUB	1
1003015697	1003015697	14818805	QUINNS UCC COMMENTARY AND LAW DIGEST SUB	1
1003015697	1003015697	13516848	RECOVERY FOR WRONGFUL DEATH AND INJURY SUB	1
1003015697	1003015697	21026005	RESTATEMENT AND PRINCIPALS OF THE LAW SUB	1
1003015697	1003015697	16879338	RESTATEMENT INTERIM CASE CITATIONS SUB	1
1003015697	1003015697	17601378	RESTATEMENT OF THE LAW LAW GOVERNING LAWYERS SUB	1
1003015697	1003015697	13516732	RIGHTS OF PRISONERS SUB	1
1003015697	1003015697	13516724	RIGHTS OF PUBLICITY AND PRIVACY SUB	1
1003015697	1003015697	21091936	ROTUNDA TREATISE ON CONSTITUTIONAL LAW SUB	1
1003015697	1003015697	11600353	SEARCH AND SEIZURE A TREATISE ON THE 4TH AMENDMENT (LAFAVE) SUB	1
1003015697	1003015697	14048188	SEARCH AND SEIZURE LAW REPORT SUB	1
1003015697	1003015697	13514063	SMOLLA AND NIMMER ON FREEDOM OF SPEECH SUB	1
1003015697	1003015697	21012009	SOUTHERN REPORTER 2D SUB	1
1003015697	1003015697	40739989	SOUTHERN REPORTER 3D SUB	1
1003015697	1003015697	21007447	SOUTHERN REPORTER ADV SHEET CHARGEABLE SUB	1
1003015697	1003015697	39030090	SOUTHERN REPORTER ADV SHEET FREE SUB	1

This offer expires December 16, 2022, at 7:00 p.m. CT.

LMA PRODUCTS				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	13517321	STATISTICS OF DISCRIMINATION SUB	1
1003015697	1003015697	13975524	SUTHERLAND STATUTORY CONSTRUCTION SUB	1
1003015697	1003015697	13517615	TESTIMONIAL PRIVILEGES SUB	1
1003015697	1003015697	13974242	THE LAW OF LAW FIRMS SUB	1
1003015697	1003015697	30573051	TRADEMARK PRACTICE AND FORMS SUB	1
1003015697	1003015697	13517593	TRADEMARKS AND UNFAIR COMPETITION SUB	1
1003015697	1003015697	30573025	TRANSNATIONAL LITIGATION GUIDE SUB	1
1003015697	1003015697	14938738	UCC LAW JOURNAL SUB	1
1003015697	1003015697	21060259	UNIFORM LAWS ANNO DIRECTORY OF ACTS SUB	1
1003015697	1003015697	21064157	UNIFORM LAWS ANNO SUB	1
1003015697	1003015697	39030216	UNITED STATES CODE CONGRESSIONAL AND ADMINISTRATIVE NEWS DISCOUNTED SUB	1
1003015697	1003015697	21048097	USCA SUB	1
1003015697	1003015697	21064297	WEST FEDERAL FORMS SUB	1
1003015697	1003015697	21046345	WEST'S FL CRIMINAL LAWS AND RULES SUB	2
1003015697	1003015697	40424800	WEST'S FL FAMILY LAW WITH RULES OF PROCEDURE AND FORMS SUB	1
1003015697	1003015697	21045085	WEST'S FL PROBATE CODE WITH RELATED LAWS AND COURT RULES SUB	1
1003015697	1003015697	11528873	WEST'S FL STATUTES ANNO FAMILY LAW RULES OF PROCEDURE AND FORMS SUB	1
1003015697	1003015697	21041195	WEST'S FL STATUTES ANNO SUB	2
1003015697	1003015697	21042102	WEST'S LA STATUTES ANNO REV STATUTES SUB	1
1003015697	1003015697	14629093	WHARTON CRIMINAL EVIDENCE SUB	1
1003015697	1003015697	13517801	WHARTON CRIMINAL LAW SUB	1
1003015697	1003015697	13517836	WHARTON CRIMINAL PROCEDURE SUB	1
1003015697	1003015697	13511439	WILLISTON CONTRACTS 4TH SUB	1
1003015697	1003015697	13517879	WILLISTON ON SALES SUB	1

ProView eBooks				
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	41876491	ProView IP American Law of Medical Malpractice, 3d Subscription	1
1003015697	1003015697	42027982	ProView IP American Law of Torts Subscription	1
1003015697	1003015697	41829430	ProView IP American Law of Zoning, 5th Subscription	1
1003015697	1003015697	42027991	ProView IP Antitrust Adviser, 5th Subscription	1
1003015697	1003015697	41829432	ProView IP Antitrust and American Business Abroad, 4th Subscription	1
1003015697	1003015697	41829457	ProView IP Bankruptcy Law Manual, 5th Subscription	1
1003015697	1003015697	41829463	ProView IP Biotechnology and the Law Subscription	1
1003015697	1003015697	41829466	ProView IP Blue Sky Law (Vols. 12-12B, Securities Law Series) Subscription	1
1003015697	1003015697	42796392	Proview Bogert Trusts And Trustees 2021-2 Entitlement	1
1003015697	1003015697	41829468	ProView IP Broker-Dealer Operations Under Securities and Commodities Law (Vols. 23 and 23A, Securities Law Series) Subscription	1
1003015697	1003015697	42868481	Proview Business Laws Income Guide To Export Controls 2021-2022 Entitlement	1
1003015697	1003015697	41893518	ProView IP Children and the Law: Rights & Obligations Subscription	1
1003015697	1003015697	41830745	ProView IP Civil Rights and Civil Liberties Litigation: The Law of Section 1983, 4th Subscription	1
1003015697	1003015697	41844180	ProView IP Collateral Consequences of Criminal Conviction: Law, Policy and Practice Subscription	1
1003015697	1003015697	41830746	ProView IP Commercial Agreements: A Lawyer's Guide to Drafting and Negotiating Subscription	1
1003015697	1003015697	41829538	ProView IP Commodities Regulation: Fraud, Manipulation, and Other Claims (Vols. 13 and 13A, Securities Law Series) Subscription	1
1003015697	1003015697	41889748	ProView IP Comparative Environmental Law and Regulation Subscription	1
1003015697	1003015697	41829560	ProView IP Criminal Procedure Handbook Subscription	1
1003015697	1003015697	41892711	ProView IP Discretionary Land Use Controls: Avoiding Invitations to Abuse of Discretion Subscription	1
1003015697	1003015697	41892667	ProView IP Federal Appeals: Jurisdiction & Practice Subscription	1
1003015697	1003015697	41829623	ProView IP Federal Civil Rights Acts, 3d Subscription	1
1003015697	1003015697	41856337	ProView IP Federal Court of Appeals Manual, Local Rules Subscription	1
1003015697	1003015697	41829856	ProView IP Federal Criminal Rules Handbook Subscription	1
1003015697	1003015697	42780978	Proview Federal Sentencing Guidelines Manual 2021 Entitlement	1
1003015697	1003015697	41829633	ProView IP Federal Sentencing Law and Practice (Criminal Practice Series) Subscription	1
1003015697	1003015697	41953874	ProView IP Federal Tort Claims Subscription	1
1003015697	1003015697	42780957	Proview Fletcher Encyclopedia Corporations 2021-5 Entitlement	1
1003015697	1003015697	41828892	ProView IP Florida Guardianship Law and Procedure, 2d Subscription	1
1003015697	1003015697	41830200	ProView IP Trial Handbook for Florida Lawyers Subscription	1
1003015697	1003015697	41829011	ProView IP Florida Mortgages Subscription	1
1003015697	1003015697	41828901	ProView IP Florida Motions in Limine Subscription	1

This offer expires December 16, 2022, at 7:00 p.m. CT.

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		ProView eBooks		
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	41857941	ProView IP Florida Workers' Compensation (Vols. 9-10, Florida Practice Series) Subscription	1
1003015697	1003015697	41829648	ProView IP Florida DUI Handbook (Vol. 11, Florida Practice Series) Subscription	1
1003015697	1003015697	41829649	ProView IP Florida Estate Planning (Vol. 12 & 13, Florida Practice Series) Subscription	1
1003015697	1003015697	41837779	ProView IP Florida Elder Law (Vol. 14 & 15, Florida Practice Series) Subscription	1
1003015697	1003015697	41875412	ProView IP Florida Sentencing (Vol. 16, Florida Practice Series) Subscription	1
1003015697	1003015697	41841721	ProView IP Florida Insurance Law and Practice (Vol. 17, Florida Practice Series) Subscription	1
1003015697	1003015697	41875417	ProView IP Florida Law of Trusts (Vol. 18, Florida Practice Series) Subscription	1
1003015697	1003015697	41828910	ProView IP Florida Real Estate (Vol. 19, Florida Practice Series) Subscription	1
1003015697	1003015697	41829647	ProView IP Ehrhardt's Florida Evidence (Vol. 1, Florida Practice Series) Subscription	1
1003015697	1003015697	41828919	ProView IP Florida Summary Judgment and Related Termination Motions (Vol. 20, Florida Practice Series) Subscription	1
1003015697	1003015697	41829651	ProView IP Florida Elements of an Action (Vol. 21, Florida Practice Series) Subscription	1
1003015697	1003015697	41875422	ProView IP Florida Criminal Practice and Procedure (Vol. 22, Florida Practice Series) Subscription	1
1003015697	1003015697	41829650	ProView IP Florida Appellate Practice (Vol. 2, Florida Practice Series) Subscription	1
1003015697	1003015697	41829654	ProView IP Berman's Florida Civil Procedure (Vol. 4, Florida Practice Series) Subscription	1
1003015697	1003015697	41829658	ProView IP Florida Civil Practice (Vol. 5, Florida Practice Series) Subscription	1
1003015697	1003015697	41829662	ProView IP Florida Personal Injury Law and Practice (Vol. 6, Florida Practice Series) Subscription	1
1003015697	1003015697	41829666	ProView IP Florida Motor Vehicle No-Fault Law, Personal Injury Protection (PIP) (Vol. 7, Florida Practice Series) Subscription	1
1003015697	1003015697	41829669	ProView IP Florida Construction Law Manual (Vol. 8, Florida Practice Series) Subscription	1
1003015697	1003015697	42071590	ProView IP Florida Trial Objections, 5th Subscription	1
1003015697	1003015697	41830753	ProView IP La Coe's Pleadings Under the Florida Rules of Civil Procedure, with Forms Subscription	1
1003015697	1003015697	42833000	ProView Harrison Florida Practice And Procedure Forms (trawick) 2021 Entitlement	1
1003015697	1003015697	41829646	ProView IP Trawick's Florida Practice & Procedure Subscription	1
1003015697	1003015697	41875272	ProView IP Trawick's Redfearn Wills & Administration in Florida Subscription	1
1003015697	1003015697	41954445	ProView IP Hate Crimes Law Subscription	1
1003015697	1003015697	42000896	ProView IP Health Care and Antitrust Law Subscription	1
1003015697	1003015697	41829719	ProView IP Health Law Handbook (Health Law Series) Subscription	1
1003015697	1003015697	41868169	ProView IP Hearsay Handbook, 4th (Trial Practice Series) Subscription	1
1003015697	1003015697	41829775	ProView IP Immigration Employment Compliance Handbook Subscription	1
1003015697	1003015697	41844225	ProView IP International Banking Law & Regulation Subscription	1
1003015697	1003015697	41844234	ProView IP International Execution Against Judgment Debtors Subscription	1
1003015697	1003015697	41857968	ProView IP Land Use Planning and Development Regulation Law, 3d (Practitioner Treatise Series) Subscription	1
1003015697	1003015697	41914181	ProView IP Federal Court of Appeals Manual, 6th Subscription	1
1003015697	1003015697	41898332	ProView IP Law and Practice of United States Regulation of International Trade Subscription	1
1003015697	1003015697	41950223	ProView IP Law of Asylum in the United States Subscription	1
1003015697	1003015697	41830760	ProView IP Manual on Employment Discrimination and Civil Rights Actions in the Federal Courts Subscription	1
1003015697	1003015697	41941626	ProView IP Matthews Municipal Ordinances Subscription	1
1003015697	1003015697	41857986	ProView IP McCormick on Evidence, 7th (Practitioner Treatise Series) Subscription	1
1003015697	1003015697	42780950	ProView Mcquillin Law Of Municipal Corporations 2021-3 Entitlement	1
1003015697	1003015697	41829620	ProView IP Modern Scientific Evidence: The Law and Science of Expert Testimony Subscription	1
1003015697	1003015697	42009031	ProView IP Newberg on Class Actions, 5th (Trial Practice Series) Subscription	1
1003015697	1003015697	41830074	ProView IP O'Neal and Thompson's Oppression of Minority Shareholders and LLC Members, Rev. 2d Subscription	1
1003015697	1003015697	41844261	ProView IP Owen & Davis on Products Liability, 4th Subscription	1
1003015697	1003015697	41868232	ProView IP Professional Responsibility in Criminal Defense Practice Subscription	1
1003015697	1003015697	41958946	ProView IP Quinn's Uniform Commercial Code Commentary and Law Digest, 2d Subscription	1
1003015697	1003015697	41953982	ProView IP Recovery for Wrongful Death, 4th Subscription	1
1003015697	1003015697	42026916	ProView IP Restatement of the Law (3d) of the Law Governing Lawyers Subscription	1
1003015697	1003015697	41830136	ProView IP Rights of Prisoners, 5th Subscription	1
1003015697	1003015697	41830137	ProView IP The Rights of Publicity & Privacy, 2d Subscription	1
1003015697	1003015697	41830141	ProView IP Nowak and Rotunda's Treatise on Constitutional Law: Substance and Procedure, 5th Subscription	1

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		ProView eBooks		
SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Quantity
1003015697	1003015697	41972820	ProView IP Search and Seizure: A Treatise on the Fourth Amendment, 5th (West's Criminal Practice Series) Subscription	1
1003015697	1003015697	41830164	ProView IP Smolla & Nimmer on Freedom of Speech Subscription	1
1003015697	1003015697	41858103	ProView IP The Statistics of Discrimination: Using Statistical Evidence in Discrimination Cases Subscription	1
1003015697	1003015697	41972811	ProView IP Sutherland Statutes and Statutory Construction Subscription	1
1003015697	1003015697	41830177	ProView IP Testimonial Privileges (Trial Practice Series) Subscription	1
1003015697	1003015697	42027954	ProView IP The Law of Law Firms, 2d Subscription	1
1003015697	1003015697	41844144	ProView IP Trademark Practice and Forms Subscription	1
1003015697	1003015697	41933518	ProView IP McCarthy on Trademarks and Unfair Competition, 5th Subscription	1
1003015697	1003015697	42861480	Proview Transnational Litigation Guide 2021-4 Entitlement	1
1003015697	1003015697	41829644	ProView IP West's Florida Criminal Laws and Rules Subscription	1
1003015697	1003015697	41829645	ProView IP West's Florida Family Laws and Rules Subscription	1
1003015697	1003015697	41829672	ProView IP West's Florida Probate Code with Related Laws & Court Rules Subscription	1
1003015697	1003015697	41972809	ProView IP Wharton's Criminal Evidence, 15th Subscription	1
1003015697	1003015697	41954163	ProView IP Wharton's Criminal Law, 15th Subscription	1
1003015697	1003015697	42919155	Proview Wharton Criminal Procedure 2021-2022 Entitlement	1
1003015697	1003015697	42780443	Proview Williston Contracts 4th Edition 2021-3 Entitlement	1
1003015697	1003015697	41829642	ProView IP Florida Rules of Court - State (Vol. I, Florida Court Rules) Subscription	1
1003015697	1003015697	41829638	ProView IP Florida Rules of Court - Federal (Vol. II, Florida Court Rules) Subscription	1
1003015697	1003015697	41829818	ProView IP Louisiana Rules of Court - State (Vol. I, Louisiana Court Rules) Subscription	1
1003015697	1003015697	41829816	ProView IP Louisiana Rules of Court - Federal (Vol. II, Louisiana Court Rules) Subscription	1
1003015697	1003015697	41829639	ProView IP Florida Rules of Court - Local (Vol. III, Florida Court Rules) Subscription	1
1003015697	1003015697	41941617	ProView IP Norton Bankruptcy Law and Practice, 3d Subscription	1
1003015697	1003015697	41830741	ProView IP Principles of Corporate Governance: Analysis and Recommendations Subscription	1
1003015697	1003015697	41829429	ProView IP Principles of the Law of Aggregate Litigation Subscription	1
1003015697	1003015697	41882706	ProView IP ALI Principles of the Law of Family Dissolution: Analysis and Recommendations Subscription	1
1003015697	1003015697	41892447	ProView IP Principles of the Law of Software Contracts Subscription	1
1003015697	1003015697	41830127	ProView IP Restatement of the Law (3d) of Agency, Vols. 1-2 Subscription	1
1003015697	1003015697	41977703	ProView IP Restatement of the Law (2d) of Conflict of Laws, with Appendices Subscription	1
1003015697	1003015697	42026890	ProView IP Restatement of the Law, Employment Law Subscription	1
1003015697	1003015697	42026934	ProView IP Restatement of the Law (3d) of Foreign Relations Law of the United States Subscription	1
1003015697	1003015697	41949996	ProView IP Restatement of the Law (3d) of Property—Mortgages Subscription	1
1003015697	1003015697	41949987	ProView IP Restatement of the Law (3d) of Property—Servitudes Subscription	1
1003015697	1003015697	41830774	ProView IP Restatement of the Law (3d) of Property—Wills and Other Donative Transfers Subscription	1
1003015697	1003015697	41893135	ProView IP Restatement of the Law (2d) of Property—Landlord and Tenant Subscription	1
1003015697	1003015697	42026925	ProView IP Restatement of the Law (3d) of Suretyship and Guaranty Subscription	1
1003015697	1003015697	41830775	ProView IP Restatement of the Law (3d) of Torts—Apportionment of Liability Subscription	1
1003015697	1003015697	41830776	ProView IP Restatement of the Law (3d) of Torts—Liability for Physical and Emotional Harm Subscription	1
1003015697	1003015697	41830128	ProView IP Restatement of the Law (3d) of Torts—Products Liability, with Appendix Subscription	1
1003015697	1003015697	41977694	ProView IP Restatement of the Law (3d) of Trusts Subscription	1
1003015697	1003015697	42026907	ProView IP Restatement of the Law (3d) of Unfair Competition Subscription	1
1003015697	1003015697	41830129	ProView IP Restatement of the Law of Restitution Subscription	1

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## Practice Ready Renewal Proposal

### Florida International University

#### Proposal Highlights

- 1% YOY increases applied to LMA print pricing
- 0% increase on your Westlaw subscription
- 79% accrued discount applied to your print collection
- Contract term December through November
- 5 Year contract ending 11/30/2027
- Simplified library management

#### Renewal Pricing Breakdown:

	Monthly LMA Price	Monthly Plan 4 Price	Combined Practice Ready Price	Annual Practice Ready Price
December 1, 2022 to November 30, 2023	\$21,684	\$2,931	\$24,615	\$295,380
December 1, 2023 to November 30, 2024	\$21,901	\$2,931	\$24,832	\$297,984
December 1, 2024 to November 30, 2025	\$22,120	\$2,931	\$25,051	\$300,612
December 1, 2025 to November 30, 2026	\$22,341	\$2,931	\$25,272	\$303,264
December 1, 2026 to November 30, 2027	\$22,564	\$2,931	\$25,495	\$305,940

#### LMA Benefits:

- Maintain your current print collection with comprehensive, authoritative print sets
- Significant collection savings over time
- 5% swap value at the end of year 1, 2, 3 & 4
- No extra shipping costs

#### Practice Ready Package Benefits:

- Bring professional tools into the law school to improve experiential and clinic learning
- Provide deeper access to data and analytics to further scholarship
- Improve career prospects and job placement
- Deliver graduates who are ready to engage in the business of law and advocate for their clients
- Expanded access to Westlaw and other Thomson Reuters products to enhance the value of your collection

**Firm Central**  
**Drafting Assistant Essentials**  
**Westlaw Doc & Form Builder**  
**Practical Law Connect**

**Tribal Law**  
**International Analytical**  
**Rise of American Law**  
**Westlaw UK Edge**

**Monitor Suite**  
**West LegalEdcenter**  
**Proview**

**Westlaw** – 18 month extension of continued access for your upcoming 3L graduates. (60 hours per month): Westlaw, Practical Law, Practical Law Connect, ProView, Drafting Assistant Essentials, Form Builder and Westlaw Add-On Content. \*\*\*WLEC is available for 12 months post-graduation

**Confidentiality Statement:** This proposal includes proprietary information that shall not be duplicated, used or disclosed outside of the above named institution in whole or in part. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters in a highly competitive market.

TOOLS INCLUDED WITH THE PRACTICE READY PACKAGE	
<b>Drafting</b>	
Drafting Assistant Essential	A cloud-based solution that allows users enhance documents with KeyCite® flags, hyperlink citations, proper citation formatting, and check contracts for inconsistencies.
Westlaw Form Builder	An easy-to-use, online legal document assembly tool that speeds up the form building process for 1,000's of forms.
<b>Practice Management</b>	
Firm Central Up to 10 Accounts	An all-in-one dashboard that allows users to manage matters, calendar important case deadlines, track time and more.
<b>Development</b>	
Monitor Suite 5 Passwords	Real-time litigation value data on legal markets, industries, firms, and trends, including in-depth data on intellectual property transactions along with mergers and acquisitions.
West LegalEdCenter Faculty & Recent Graduates	Online professional development and current awareness courses to meet your continuing legal education requirements
<b>Research</b>	
Practical Law Connect	With resources organized by task and practice area, users can deliver their best work faster with access to the how-to guidance of Practical Law, legal research expertise of Westlaw, and time-saving tools; all in one place.
Native American Law	Conduct historical and modern research covering tribal law by accessing cases, codes, and treatises from numerous tribes.
Rise of American Law	Over 1,700 historic and rare treatises that formed the foundation of American law from 1840 to 1970. The set includes Treatises, Histories, Legal Encyclopedias, Jurisprudence, Commentaries, International Law.
International Analytical	International secondary sources from high-profile authors covering international agreements, securities, customs laws, trade, document authentication, intellectual property rights, litigation, and arbitration.
Westlaw UK Edge	Expand your knowledge across different areas of the law. Westlaw UK organizes the law across 26 Topic areas. Access articles with links to key cases, legislation and books and other content mapped to your selected topic.
ProView	Expand the reach of your print collection with the portability, convenience, and efficiency of a digital format with unlimited seats. Titles will vary based on your library's collection and availability on ProView.
<b>Extended Access</b>	
***Grade Elite	Empower your grads to start their careers off right. Practice Ready grads get 60 hours of access to Westlaw, Practical Law, Drafting Assistant and Practical Law Connect for 18 months. <a href="#">Commercial use is permitted.</a>

**\*\*\*Westlaw** – 18 month extension of continued access for your upcoming 3L graduates. (60 hours per month): Westlaw, Practical Law, Practical Law Connect, ProView, Drafting Assistant Essentials, Form Builder and Westlaw Add-On Content. **\*\*\*WLEC** is available for 12 months post-graduation

**Confidentiality Statement:** This proposal includes proprietary information that shall not be duplicated, used or disclosed outside of the above named institution in whole or in part. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters in a highly competitive market.

## FLORIDA INTERNATIONAL UNIVERSITY

**1. Incorporation by Reference.** The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum – FERPA ("Addendum") into the agreement between FIU and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. School Official.** In the course of providing services during the term of the Agreement, Vendor will be performing an institutional service or function for which FIU would otherwise use employees. Vendor may therefore have access to certain education records (as defined by 20 U.S.C. § 1232g(a)(4)(A) and 34 CFR § 99.3 and means to include, but is not limited to, transcripts, class lists, student course schedules, health records, student financial information, and student disciplinary records), Personally Identifiable Information (such as direct identifiers (e.g., a student's or other family member's name) and indirect identifiers (e.g., a student's date of birth, or mother's maiden name)) and other non-public information, including, but not limited to, student data, metadata, and user content (collectively, "Data") which are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. Accordingly, Vendor shall be considered an FIU "School Official" pursuant to 34 CFR § 99.31(a)(1)(i)(B). Vendor shall remain subject to and comply with all requirements of FERPA applicable to its services, specifically including, but not limited to, § 99.33(a) governing the use and re-disclosure of Data from education records. Any Data held by Vendor will be made available to FIU upon request by FIU.

**3. Use of Data.** As a School Official, Vendor understands, acknowledges and agrees that it shall have access only to that Data in which it has a legitimate educational interest in, and that it shall remain under the direct control of FIU with regards to its use and maintenance of the Data. Vendor will only collect and use Data necessary to fulfill its duties and provide the services as outlined in the Agreement. Vendor may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification. Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Vendor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from FIU. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement. Data cannot be shared with any additional parties without FIU's prior written consent except as required by law.

**4. Rights and License in and to the Data.** The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of FIU, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

**5. Data Security.** Vendor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of FIU in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.

**6. Audit.** Vendor agrees that, as required by FIU and/or applicable state and federal law, auditors from FIU, state, federal, or other agencies so designated by the State or FIU, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and FIU during normal working hours for this purpose.

**7. Return or Destruction of Data.** Within thirty (30) days of the termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return the Data to FIU in an agreed upon format, unless FIU

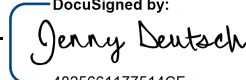

requests in writing that such data be destroyed. This provision shall also apply to all Data that is in the possession of subcontractors or agents of Vendor. Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Vendor shall certify in writing to FIU that such return or destruction has been completed.

**8. Breach.** For purposes of this article, the term, "Breach," has the meaning given to it under the applicable Florida (F.S. 501.171) or federal law. Immediately upon discovery of a confirmed or suspected Breach, Vendor shall report both orally and in writing to FIU. In no event shall the report be made more than two (2) business days after Vendor knows or reasonably suspects a Breach has or may have occurred. In the event of a suspected Breach, Vendor shall keep FIU informed regularly of the progress of its investigation until the uncertainty is resolved. Vendor's report shall identify: (i) The nature of the unauthorized access, use or disclosure, (ii) The Data accessed, used or disclosed, (iii) The person(s) who accessed, used and disclosed and/or received Data (if known), (iv) What Vendor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) What corrective action Vendor has taken or will take to prevent future unauthorized access, use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by FIU. In the event of a Breach, Vendor will: (1) immediately preserve any potential forensic evidence relating to the breach; (2) promptly (within 2 business days) designate a contact person to whom FIU will direct inquiries, and who will communicate Vendor responses to FIU inquiries; (3) as rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore FIU service(s) as directed by FIU, and undertake appropriate response activities; (4) provide status reports to FIU on Breach response activities, either on a daily basis or a frequency approved by FIU; (5) coordinate all media, law enforcement, or other Breach notifications with FIU in advance of such notification(s), unless expressly prohibited by law; (6) take all reasonable efforts to assist and cooperate with FIU in its Breach response efforts; and (7) ensure that knowledgeable Vendor staff are available on short notice, if needed, to participate in FIU-initiated meetings and/or conference calls regarding the Breach. In the event of a Breach by Vendor or its staff, Vendor agrees to promptly reimburse all costs to FIU arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of FIU personnel responding to Breach, civil or criminal penalties levied against FIU, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by FIU.

**9. Assistance in Proceedings.** Vendor shall make itself and any employees, subcontractors, or agents assisting Vendor in the performance of its obligations under the Agreement available to FIU at no cost to FIU to testify as witnesses in the event of an unauthorized disclosure caused by Vendor that results in litigation or administrative proceedings against FIU, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

**10. Recovery.** Vendor shall maintain an industry standard disaster recovery program to reduce in potential effect of outages because of supporting data center outages. Any backup site used to store Data will include the same information security and privacy controls as the primary data center(s).

By signing below, Vendor's duly authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

<p><b>VENDOR:</b> – DocuSigned by:    By: – 4825661177514CF...  Name: – Jenny Deutsch  Title: – Manager Commercial Strategy &amp; Policy  Date: – 11/14/2022</p>	<p>DocuSigned by:    E56CA941DBBC4B0...  Daniel Simic  11/14/2022</p>
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Florida International University  
**SUPPLEMENTAL ADDENDUM**  
 (Library Subscriptions)

1. Incorporation by Reference. This Supplemental Addendum (“Addendum”) is incorporated in the Agreement (“Agreement”). If this Addendum conflicts with the remainder of the Agreement terms, this Addendum shall control.
2. Payment. Vendor shall submit bills for compensation for goods, services or expenses in detail sufficient for a proper pre-and post-audit. Vendor is responsible for any taxes due under this Agreement. FIU’s performance and obligation to pay under the Agreement is contingent upon the legislature’s annual appropriation. FIU will make payment in accordance with FIU Regulation FIU-2202 entitled “Prompt Payment.” If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay Vendor an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact Accounts Payable at (305) 348-3889. FIU may make payments to Vendor via the University’s EFT/ACH payment process. Vendor shall provide the necessary information to FIU upon request.
3. Relationship of the Parties. Vendor is an independent contractor, and neither Vendor nor Vendor’s employees, agents, or other representatives shall be considered FIU employees or agents. Vendor shall not use FIU’s name, trademarks, logos, or marks without FIU’s prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).
4. Confidentiality of Information. If Vendor is exposed to FIU’s confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and FIU will respond to public records requests without any duty to give Vendor prior notice. This provision shall survive termination of the Agreement.
5. Indemnification/Copyright and Intellectual Property. If Vendor uses copyrighted materials or documents not owned by FIU (“Copyrighted Materials”) in Vendor’s performance of the Agreement, Vendor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Vendor will, at its own expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and/or costs made against FIU by a settlement or final judgment of a court that is based on a claim that FIU’s use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement and Vendor’s liability for the above is not limited by any limitation of liability clauses in the Agreement.
6. Compliance with Laws. In the performance of this Agreement, Vendor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times during the Term maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.
7. Section 889 Compliance Certification. Vendor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
8. E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a



copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

9. General Provisions.

A. Nothing in this Agreement shall be construed as an indemnification of the Vendor by FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28.

B. Renewals of this Agreement are not automatic; however, if FIU pays the renewal fee prior to the expiration of the current term, the Agreement shall be deemed as renewed.

C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Vendor's employees, or grants of exclusivity to Vendor are null and void.

D. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Miami-Dade County, Florida.

E. Termination. FIU may terminate this Agreement by giving Vendor at least thirty (30) days prior written notice of termination. FIU shall only be liable for payment of goods received and services rendered and accepted by FIU prior to the date of termination.

10. No counterparts; facsimile signatures allowed. This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

The duly authorized representatives of the parties execute this Supplemental Addendum.

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR:**

DocuSigned by: \_\_\_\_\_  
By: Jenny Deutsch Daniel Simic  
4825661177514CE E56CA941DBBC4B0...

Name: Jenny Deutsch Daniel Simic

Title: Manager Commercial Strategy & Policy Manager of Policy & Co

Date: 11/14/2022 11/14/2022

Approved as to  
form and legality  
[Signature]  
F.I.U. Attorney

**Date:**

**PUR-06045 West Publication dba Thomson Reuters**  
**Savings Analysis**

Date	Monthly LMA Price	Annual LMA Price	Estimated Retail Value	Estimated LMA Discount
December 1, 2022 to November 30, 2023	\$21,684	\$260,208	\$ 1,212,234.01	78.5%
December 1, 2023 to November 30, 2024	\$21,901	\$262,812	\$ 1,372,248.90	80.8%
December 1, 2024 to November 30, 2025	\$22,120	\$265,440	\$ 1,553,385.75	82.9%
Est December 1, 2025 to November 30, 2026			\$ 1,758,432.67	
Est December 1, 2025 to November 30, 2027			\$ 1,990,545.79	
		TOTAL	\$ 7,886,847.12	
		Contract Price	\$ 1,503,180.00	
		<b>Savings</b>	<b>\$ 6,383,667.12</b>	

**PUR-06045 West Pub dba Thomson Reuters  
Cost Breakdown**

	<b>C00002009 &amp; PUR 00368 2016-2019</b>	<b>Annual</b>	<b><u>PUR 02336</u> 2019-2022</b>	<b>Annual</b>	<b>Current PUR 06045 2022-2027</b>	<b>Annual</b>
Y1	\$ 23,357.00	\$ 280,284.00	\$ 23,768.00	\$ 285,216.00	\$ 24,615.00	\$ 295,380.00
Y2	\$ 23,561.00	\$ 282,732.00	\$ 23,977.00	\$ 287,724.00	\$ 24,832.00	\$ 297,984.00
Y3	\$ 23,755.00	\$ 285,060.00	\$ 24,400.00	\$ 292,800.00	\$ 25,051.00	\$ 300,612.00
Y4					\$ 25,272.00	\$ 303,264.00
Y5					\$ 25,495.00	\$ 305,940.00
Subtotal		\$ 848,076.00		\$ 865,740.00		\$ 1,503,180.00
			Total 2016-2022	\$ 1,713,816.00		
					<b>TOTAL 2016-2022</b>	<b>\$ 3,216,996.00</b>

**Funding Certification Form**

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description:


Contract #PUR-06045

Vendor: West Publishing dba Thomson Reuters

Funding Source(s):

Fund Code	Fund Code Description
210	EG

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.



Danilo Castillo,  
Director of Finance and Administration  
FIU College of Law

11/10/22

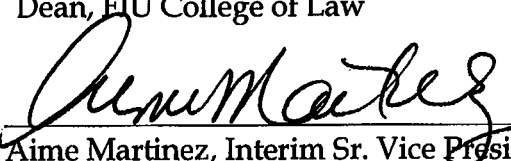
Date



Antony Page,  
Dean, FIU College of Law

11/10/2022

Date



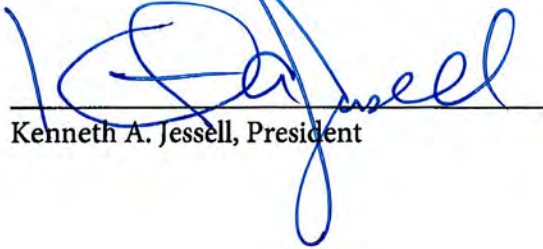
Aime Martinez, Interim Sr. Vice President  
and Chief Financial Officer

11/10/22

Date

DocuSigned by:  
7E5CBEF9E1654F6...

Carlos B. Castillo, General Counsel

  
Kenneth A. Jessell, President

11/14/2022

Date

11-18-2022

Date

## JOURNALS INSTITUTIONAL LICENSE

### Terms and Conditions of Access

(the “Agreement”)

THIS AGREEMENT IS effective as of the **1st day of January, 2023** and shall continue until **December 31<sup>st</sup> 2025** unless otherwise extended, renewed, or earlier terminated as permitted herein (the “Term”),

BETWEEN

1. **INFORMA UK LIMITED trading as TAYLOR & FRANCIS GROUP** (registered in England with company number 1072954) whose registered office is at 5 Howick Place, London, SW1P 1WG, United Kingdom and whose principal place of business is at 4 Park Square, Milton Park, Abingdon, Oxfordshire, OX14 4RN, United Kingdom (the “**Publisher**”), and
2. **The Florida International University Board of Trustees** (the “**Licensee**”).

## 1 KEY DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

**Abstract Database** A collection of organised information, aggregated abstracts and indexes from multiple sources and available in electronic format and available for use during the Subscription Period, if listed in Schedule 1.

**Authorized Users** Current faculty members (including temporary or exchange faculty for the duration of their assignment), enrolled post-graduate and undergraduate students, current staff members and contract personnel directly involved in educational and research activities of the Licensee who have been issued by the Licensee with a password or other currently valid authentication, together with other persons who are permitted to use the Licensee’s library or information service and access the Secure Network but only from computer terminals within the Licensed Site (including walk-in users).

### **Capped Subscription**

**Rate** The price of any Subscriptions supplied as part of the Licensed Materials as specified by the Publisher from time to time, that reflects an agreed upon annual price increase, as specified in Schedule 4.

### **Commercial Use**

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<b>Course Packs</b>	A collection or compilation of materials (e.g. book chapters, journal articles) assembled by staff of the Licensee for the purposes of instruction.
<b>Electronic Reserve</b>	Electronic copies of materials (e.g. book chapters, journal articles) assembled by staff of the Licensee for the purposes of instruction in specific courses and available only to course participants.
<b>Effective Date</b>	The date of the Agreement as set out at the head of this Agreement, unless otherwise agreed in writing by the Parties.
<b>Fees</b>	The sum total of the fees for each of the Licensed Materials, including but not limited to any Subscription Fee, Renewal Fee or Expansion Fee, and/or Licensed Content Access Fee, where applicable, which may be agreed by or on behalf of the Licensee and Publisher from time to time and set out in any relevant order form or other sales documentation.
<b>Intellectual Property Rights</b>	Patents, trademarks, trade names, design rights, copyright rights (including rights in computer software and moral rights), database rights, rights in know-how and any other intellectual property rights, in each case whether registered or unregistered and including applications for the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
<b>Journal</b>	The issues/volumes of the Taylor & Francis journals as set out in Schedule 1 hereto.
<b>Licensed Content</b>	The electronic versions of any of the following products as packages or the individually named titles, as specified in Schedule 2: S&T Library, SSH Library, Medical Library, Subject Collection or Online Archive Package.
<b>Licensed Materials</b>	The materials comprising either or both of Subscriptions and Licensed Content if applicable, as ordered from time

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to time by Licensee from the Publisher as more particularly set out in any relevant order form or other sales documentation.

<b>Licensed Site</b>	The physical premises and Secure Network as defined by Licensee's IP addresses which are the subjects of this Agreement, in each case as specified in Schedule 3 hereto.
<b>Massive Online Open Courses (MOOCs)</b>	A course of study made available over the internet, with or without charge, to any number of people that are not defined as an Authorized User.
<b>Online Services</b>	The electronic / digital delivery method or platform used by Publisher from time to time for delivering the Licensed Materials that is located on the Server.
<b>Publisher's Representative</b>	A third party appointed from time to time by the Publisher to act on the Publisher's behalf, who may execute this Agreement on behalf of the Publisher and undertake any or all of the Publisher's rights or obligations under this Agreement, as agreed between the Publisher and the Publisher's Representative.
<b>Secure Network</b>	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in, and whose conduct is subject to regulation by the Licensee.
<b>Server</b>	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
<b>Subscriptions</b>	That part of the Licensed Materials identified as "Subscriptions" that are individually subscribed titles as identified in Schedule 1.
<b>Subscription Period</b>	That period of years stated in Schedule 4 and nominally covered by the volumes and issues of the Licensed Materials regardless of the actual date of publication and specified in the order form or other relevant sales documentation.
<b>Term</b>	That period of years stated at the head of the Agreement.

## TERMS APPLICABLE TO ALL MATERIALS



## **2 FEES**

- 2.1 In respect of the Online Services, once Publisher makes the Online Services available to the Licensee it constitutes performance of Publisher's services and an invoice for the Fees shall be issued to the Licensee and save as provided in Clause 14, Licensee will have no right to cancel the order once Publisher has so made the Online Services available.
- 2.2 Invoices shall be paid to the Publisher or an agent designated by them in writing on the payment terms as set forth in Schedule 4. Any late payment of invoices shall be subject to the provisions of Clause 10.2.

## **3 LICENSE AND PROPRIETARY RIGHTS**

- 3.1 In consideration of the Licensee's payment of the relevant Fees, the Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right and license, and subject always to the terms and conditions of this Agreement, to access and give Authorized Users access to the Licensed Materials through the Online Services. The Licensee undertakes to comply with this Agreement (including without limitation the permitted use and restrictions applicable to the license type it has purchased as set out in Schedule 3) and to use all reasonable efforts to ensure that Authorized Users do likewise and that only Authorized Users are permitted to access the Licensed Materials.
- 3.2 The Licensed Materials are protected by international copyright laws, database rights and other Intellectual Property Rights. Publisher, its affiliates or licensors are the owners of these rights. All product and company names and logos contained within the Licensed Materials are the trademarks, service marks or trading names of their respective owners, including Publisher. All of the Publisher's rights which are not specifically granted to the Licensee by this Agreement are reserved to the Publisher and/or its licensors.
- 3.3 Except as otherwise expressly provided in this Agreement or in compliance with U.S. copyright law, Licensee may not print, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Licensed Materials in whole or in part.
- 3.4 The Licensee, subject to Clause 6 below, may:
  - 3.4.1 make such back-up copies of the Licensed Materials as are reasonably necessary;
  - 3.4.2 make such temporary local electronic copies of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users, provided, however, that Licensee may not make available to Authorized Users multiple duplicate copies of the Licensed Materials;
  - 3.4.3 allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network; and

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- 3.4.4 display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized users or groups of Authorized Users.
- 3.5 Authorized Users may, for educational purposes only, subject to Clause 6 below:
  - 3.5.1 search, view, retrieve and display the Licensed Materials;
  - 3.5.2 electronically save individual articles or items of the Licensed Materials for personal use;
  - 3.5.3 print off a copy of parts of the Licensed Materials; and
  - 3.5.4 use the Licensed Materials to perform and engage in text mining/data mining activities for academic research and other non-Commercial Use, and mount, load and integrate the results on a Secure Network and use the results in accordance with this Agreement, provided that the Publisher is notified in writing in advance of the project to ensure that the Publisher can provide appropriate technical assistance and maintain a log of projects. The terms and conditions applicable to text mining/data mining of the Licensed Materials are provided.
- 3.6 Nothing in this Agreement shall in any way exclude, modify or affect any of the Licensee's rights under the U.S. Copyright Act of 1976 as amended (17 U.S.C. §101, *et seq.*) or any statutory instruments made thereunder or any amending legislation.

#### **4 SUPPLY OF COPIES TO OTHER LIBRARIES AND SCHOLARLY SHARING**

- 4.1 The Licensee may, subject to Clause 6 below and the remainder of this Clause 4, fulfil occasional requests from other institutions, a practice called Interlibrary Loan. Licensee agrees to fulfil such requests via secure transmission and in compliance with Section 108 of the U.S. Copyright Act (17 U.S.C. §108, "Limitations on exclusive rights: Reproduction by libraries and archives").
- 4.2 Authorized Users may fulfil such Interlibrary Loan requests by transmitting to a third-party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials, but solely (a) for personal use or scholarly, educational, or scientific research or professional use, (b) in no case for re-sale, and (c) in all cases subject to Clause 6 below.

#### **5 COURSE PACKS, ELECTRONIC RESERVE AND MOOCs**

- 5.1 Links to the Licensed Materials may be incorporated in Course Packs and Electronic Reserve collections, or other educational materials included in the Licensee's learning management system.

- 5.2 In addition and without limiting Clause 5.1, the Licensee may use a maximum of ten (10) articles from the Licensed Materials in the preparation of any Course Pack used in the course of instruction at Licensee's institution and for use by Authorized Users, but not for commercial use.
- 5.3 Use of the Licensed Materials in commercially run courses is specifically prohibited. Commercially run courses are those where the institution is providing a service to corporate, government or commercial organisations for a fee, conducted outside and separately from their normal undergraduate and postgraduate academic activity.
- 5.4 No content may be made available in a MOOC without a separate license obtained in advance from the Publisher.

## **6 PROHIBITED USES**

- 6.1 Subject to Clause 3.6 above, neither the Licensee nor Authorized Users may:
  - 6.1.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
  - 6.1.2 systematically make print or electronic copies of multiple extracts of the Licensed Materials, including complete issues, for any purpose; or
  - 6.1.3 mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network.
- 6.2 Except as otherwise provided herein, the Publisher's explicit written permission must be obtained in order to:
  - 6.2.1 use all or any part of the Licensed Materials for any Commercial Use;
  - 6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
  - 6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement; and/or
  - 6.2.4 alter, abridge, adapt or modify the Licensed Materials. For the avoidance of doubt, no alteration of the words or their order is permitted.

## **7 DATA PROTECTION AND MONITORING**

- 7.1 For the purposes of this clause, the following terms shall have the following meanings:

**Data Protection Law:** the Regulation and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where the parties process personal data or are established.

**Directive:** the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).

**Regulation:** the General Data Protection Regulation (Regulation (EU) 2016/679).

The terms **personal data, controller, processor, processing, data subject, personal data breach** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.

- 7.2 For the purposes of this Agreement and either party's processing of personal data, if applicable, in connection with this Agreement, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, the Data Protection Law, as applicable, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under the Data Protection Law, as applicable. If either party becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such personal data breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.
- 7.3 Publisher has the right to monitor use of and access to the Online Services in order to verify compliance with this Agreement and/or to satisfy any law, regulation or authorized government request.

## 8 TERMS APPLICABLE TO ONLINE SERVICES

- 8.1 Licensee acknowledges and agrees that all logins, passwords or other Authorized User identification to access the Licensed Materials (whether chosen by it or the Authorized User(s) or provided by Publisher) are personal to the Authorized User(s) and Licensee shall inform Authorized Users of this obligation and use commercially reasonable efforts to ensure that the Authorized User(s) shall treat such logins, passwords and other Authorized User identification as confidential and not disclose or transfer them to any person. Licensee must notify Publisher immediately of any unauthorized use of them or any other breach of security regarding Publisher's websites that comes to its attention. Without prejudice to any other right or remedy available to Publisher,

it has the right to disable any login, password or other Authorized User identification at any time, if in its opinion Licensee or an Authorized User has failed to comply with this Clause 8.1.

- 8.2 Licensee is responsible for ensuring that its computer system meets all relevant technical specifications necessary to receive Licensed Materials. Licensee also understands that, although Publisher tries to guard against viruses, it cannot and does not guarantee or warrant that any Licensed Materials will be free from infections, viruses and/or other code that has contaminating or destructive properties. Licensee is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy its particular requirements for the security of data input and output.
- 8.3 Publisher will seek to make Online Services available, but cannot guarantee that the Online Services will operate, continuously or without interruptions or that they will be error free and it does not accept any liability for their unavailability. Licensee must not attempt to interfere with the proper working of the Online Services and, in particular, Licensee must not:
  - 8.3.1 attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device; or
  - 8.3.2 use automated retrieval devices (such as so-called web robots, wanderers, crawlers, spiders or similar devices), unless in connection with text and data mining activities permitted by Clause 3.5.4.
- 8.4 Publisher reserves the right to temporarily suspend Licensee's access to Licensed Materials through the Online Services (and/or to the Online Services generally) for the purposes of maintenance or upgrade (but it will use its reasonable endeavours to minimize the period of suspension). Publisher shall give reasonable notice to Licensee of any planned temporary suspension of access.
- 8.5 Publisher makes no representations whatsoever about any other third-party websites which Licensee may access through the Online Services. When an Authorized User accesses any other third-party website Licensee understands that it is independent from Publisher websites and that Publisher has no control over the content or availability of that website. In addition, a link to any other third-party website does not mean that Publisher endorses or accepts any responsibility for the content, or the use of, such a website and it shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

## **9 PUBLISHER'S UNDERTAKINGS**

- 9.1 The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this Agreement do not infringe the copyright or any other proprietary or Intellectual Property Rights of any person.
- 9.2 Subject to the terms of this Agreement, the Publisher shall:
- 9.2.1 make the Licensed Materials available to the Licensee via the Online Services during the Term;
  - 9.2.2 use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Publisher, including but not limited to public or private telecommunications services or internet nodes or facilities. The foregoing does not apply to any performance issues: (i) caused by factors outside of Publisher's reasonable control; (ii) that resulted from any actions or inactions of Licensee; or (iii) that resulted from the use of services, hardware, or software not provided by Publisher. Publisher shall use reasonable endeavours to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service. In the event the Licensed Materials fail to operate in conformance with the terms of this Agreement, the Licensee shall immediately notify the Publisher, and the Publisher shall use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event the Publisher fails to repair the non-conformity in a reasonable time, the Publisher shall reimburse or provide a credit to the Licensee in the amount that the nonconformity is proportional to the total Fees owed by the Licensee under this Agreement;
  - 9.2.3 provide the Licensed Materials through the Online Services in compliance with the Level AA criteria of the Web Content Accessibilities Guidelines (WCAG) 2.0 as published by the World Wide Web Consortium's Web Accessibility Initiative, which may be found at: <https://www.w3.org/WAI/WCAG21/quickref/?versions=2.0>. Publisher agrees to respond to any complaint by Licensee or Authorized Users regarding accessibility of specific portions of the Licensed Materials which is brought to its attention, and will use reasonable efforts to make the necessary updates to such Licensed Materials to make them accessible in compliance with this clause. In addition, Publisher shall make available to Licensee a current, complete Voluntary Product Accessibility Template (VPAT). The contact information to request Accessibility help and support and the link to access the VPAT is available online via the following link: <https://www.tandfonline.com/accessibility>; and
  - 9.2.4 use commercially reasonable efforts to respond to emails and phone calls from Licensee within three (3) business days, or urgent

communications related to access issues from Licensee within twenty-four (24) hours.

9.3 The Publisher reserves the right at any time:

- 9.3.1 to make changes or correction and to alter, update or upgrade any aspect of the Licensed Materials;
- 9.3.2 to vary the technical specification of any of the Licensed Materials or of any software included therein. The Publisher will use reasonable efforts to notify the Licensee in advance of any anticipated technical specification change applicable to the Licensed Materials; and
- 9.3.3 to withdraw from the Licensed Materials any item, or part of an item, for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

9.4 Where Publisher exercises its right to withdraw any substantial part of the Licensed Materials under Clause 9.3, if the withdrawal results in the Licensed Materials being no longer materially useful to the Licensee, the Publisher shall give written notice to the Licensee and the Licensee may, within thirty days of such notice, optionally receive a prorated refund representing the amount of the value of lost Licensed Materials for the remainder of the current term, request a comparable replacement to the lost Licensed Materials which Publisher will use all reasonable efforts to accommodate, or otherwise cancel this Agreement with respect to the lost Licensed Materials only.

9.5 *Perpetual Rights.* Where a subscription to any Subscription published during the Subscription Period and purchased by the Licensee (each a “**Purchased Subscription**”) expires or is otherwise terminated other than as a result of a breach of this Agreement by the Licensee, then the Publisher shall for the purposes of the long term preservation of the materials forming part of any such Purchased Subscription either (at its sole option and at any time):

- 9.5.1 continue to provide access to the Licensed Materials comprising such Purchased Subscription, either via the Online Services or by way of the online services of a third-party provider; or
- 9.5.2 provide or arrange for a third party to provide the Licensee with a copy of the Licensed Materials comprising such Purchased Subscription in a secure digital or electronic format determined by the Publisher or such third party,

subject always to the right of the Publisher to withdraw from the Licensee any access to any Licensed Materials in the event that for any reason the Publisher ceases to have the right to grant such access, and further provided that the Licensee shall use its best efforts to ensure it and its Authorized Users continue to comply at all times with the permitted uses and restrictions set out herein and with Licensee’s undertakings with respect to the Licensed Materials, all of



which will survive termination of this Agreement. The foregoing is subject always to the right of the Publisher or any relevant third-party provider to apply additional terms and conditions on such access including requiring the Licensee to bear any charges reasonably incurred by the Publisher or such third party in continuing to provide such access.

The Publisher shall have no obligation to provide perpetual access under this Clause 9.5, whether via an electronic copy or access through the Online Services or third-party services: (i) to any Licensed Content; (ii) to any Subscriptions to which Publisher grants Licensee courtesy (unpaid) access during the term of this Agreement; or (iii) in the event of breach of this Agreement by Licensee, to any Licensed Materials published subsequent to the initial date of breach. The Publisher shall not be required to digitize any Licensed Materials in order to give effect to this Clause 9.5.

- 9.6 The Publisher shall for the duration of the Term provide as part of the Online Services a website, currently located at <http://www.tandfonline.com/page/librarians/usage> for Licensee to run COUNTER compliant usage reports on demand or monthly.
- 9.7 The Publisher shall use reasonable efforts to ensure that Licensee does not lose access to content during a journal(s) transfer and that any perpetual access rights that have been granted shall be honoured whether the Publisher is acting as Transferring Publisher or Receiving Publisher (provided, in the case of the Publisher being the Receiving Publisher, that the Publisher has the right to deliver such access). Publisher agrees to communicate with other publisher(s) to exchange such relevant subscription and rights information as outlined in NISO The Transfer Code of Practice found at: <https://www.niso.org/standards-committees/transfer>.
- 9.8 Publisher shall give notice to Licensee that content will be moving to a new platform no less than sixty (60) days before the migration commences. The Publisher will provide the Licensee with a migration timeline and, where possible, a preview environment. Publisher shall use reasonable efforts to provide continuous service throughout any platform migrations, ensuring that Licensee does not lose access to content.
- 9.9 For clarity that content and services are made available to Authorized Users by Licensee, Publisher will provide Licensee the option to brand the Publisher's platform, in a format equal or greater in prominence to Publisher's own marks, with the name of the Licensee, including text, logos, or other branding marks at Licensee's discretion.
- 9.10 The Publisher shall indemnify and hold the Licensee harmless from and against all claims, losses, causes of action, losses, damages, costs and expenses (including reasonable legal fees) arising out of any legal action taken against the Licensee claiming that the use of the Licensed Materials as contemplated by this Agreement infringes any proprietary or Intellectual Property Rights of a third party. This indemnity shall not apply if the Licensee has amended or used the Licensed Materials in any way not permitted by this Agreement. This



indemnity shall automatically expire at such time as the Publisher ceases to make the Licensed Materials available to the Licensee via the Online Services.

## **10 LICENSEE'S UNDERTAKINGS**

### **10.1 The Licensee shall:**

- 10.1.1 use reasonable endeavours to notify Authorized Users of the terms and conditions of this Agreement and take steps to protect the Licensed Materials from unauthorized use or other breach of this Agreement;
- 10.1.2 use reasonable endeavours to monitor compliance with this Agreement and immediately upon becoming aware of any unauthorized access to or use of the Licensed Materials, or any other breach of security regarding the Online Services or the Licensed Materials that comes to its attention, inform the Publisher and take all reasonable and appropriate steps to: (i) promptly and fully investigate such breach for the purpose of identifying, mitigating, and remedying the breach to ensure as far as reasonably possible that the relevant activity ceases and to prevent any recurrence; (ii) keep the Publisher informed about the investigation and its status and assist the Publisher to identify any breaching Authorized User; and (iii) if the Licensee considers it appropriate, take steps against the individual(s) concerned in accordance with Licensee's disciplinary procedures;
- 10.1.3 issue passwords and/or other access information only to Authorized Users and use all reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- 10.1.4 use all reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Materials;
- 10.1.5 provide the Publisher, within 30 days of the date of this Agreement, with the information sufficient to enable the Publisher to provide access to the Licensed Materials in accordance with its obligation under Clause 9.2.1. Should the Licensee make any significant change to such information, it will timely notify the Publisher; and
- 10.1.6 provide complete information on its print or online holdings and demographic information (i.e. student FTE) required by the Publisher for pricing purposes (only if applicable) at the time of signing this Agreement, and promptly provide any updates to such information no more frequently than annually.

If, in the Publisher's reasonable opinion, the Licensee has committed a material breach of its obligations in Clause 10.1.2, including by systematically and/or repeatedly failing to prevent recurrence of a relevant activity contrary to its

obligations, and the Licensee has failed to remedy such material breach following fifteen (15) days' written notice from the Publisher, the Publisher shall be entitled (without prejudice to any other right or remedy available to it) to suspend the Licensee's access to the Licensed Materials until such time as the breach has been remedied. In such event, the Publisher shall notify the Licensee of its reasons for such suspension in writing.

- 10.2 The Licensee shall pay to the Publisher the Fees in accordance with the terms set out in the applicable Schedule(s). All of Publisher's prices are exclusive of applicable value added, sales, use, excise or any other government taxes, all of which shall be additionally payable by Licensee as appropriate. Any bank charges incurred by Publisher in connection with Licensee's payment of Publisher's fees or charges (including the Subscription Fee, Renewal Fee and any Expansion Fee) will be for Licensee's account. Without prejudice to any other rights and/or remedies available to Publisher, it reserves the right to charge Licensee (and Licensee undertakes to pay such charges on demand):

10.2.1 unless prohibited by applicable state law, interest on outstanding and overdue amounts at 3% per annum above HSBC's base rate (from time to time) from 30 days after the date of invoice or other payment deadline specified in this Agreement, to the date payment is made in full; and/or

10.2.2 an amount equivalent to all reasonable costs and expenses (including legal fees and collection agency commissions) suffered or incurred by Publisher in connection with the recovery of overdue amounts from Licensee.

- 10.3 Without prejudice to Publisher's other rights and remedies under this Agreement, if the Publisher has a good faith belief that the Licensee has failed to materially comply with its obligations hereunder, the Publisher shall have the right to verify Licensee's compliance with this Agreement by carrying out an inspection at Licensee's offices itself or through the Publisher's Representative (under Licensee's supervision) during reasonable business hours and upon prior reasonable written notice, no more frequently than once per calendar quarter. Licensee will cooperate fully in the conduct of this inspection and will make available records, facilities and personnel as Publisher may reasonably require for that purpose and Licensee shall fully comply with any reasonable directions Publisher makes as a consequence of such investigation.

- 10.4 The Licensee shall indemnify the Publisher against all claims, losses, causes of action, losses, damages, costs and expenses (including reasonable legal fees) incurred by the Publisher in respect of any material breach of the Licensee's representations, warranties, covenants or other obligations made herein.

## **11 UNDERTAKINGS BY BOTH PARTIES**

- 11.1 Without limiting any other obligations under this Agreement, each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

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- 11.2 Publisher and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third parties.

## 12 LIMITATION OF LIABILITY

- 12.1 The Publisher will use its reasonable endeavours to ensure that the information contained in any Licensed Materials is accurate. However, Publisher cannot guarantee the accuracy of any information and content contained in the Licensed Materials, and makes no representations or warranties of any kind (except as expressly provided in this Agreement), including but not limited to warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are provided on a strictly 'as is' basis. Publisher accepts no liability for any loss or damage whatsoever sustained by the Licensee as a result of using or relying on any information and content contained in the Licensed Materials.
- 12.2 Under no circumstances shall the Publisher or its representatives be liable to the Licensee or any other person, including but not limited to Authorized Users, for any special, indirect, exemplary, incidental or consequential damages of any character, whether or not foreseeable and whether such claim is based on contract, tort, or other legal theory, relating to this Agreement, the Licensed Materials, and/or the use of or inability to use the Licensed Materials.
- 12.3 Irrespective of the cause or form of action, if Publisher is liable to Licensee under this Agreement for any reason, the Publisher's aggregate liability for any claims, losses, or damages will be limited to the amount paid by Licensee for the Licensed Materials in the year in which such claim, loss, or damage occurred.
- 12.4 Nothing in this Agreement shall limit either party's liability for death or personal injury resulting from its negligence or from its fraudulent misrepresentation or any liability which cannot be excluded under the applicable law.
- 12.5 No indemnity obligation shall exist with respect to an indemnity claim that arises from a non-indemnifying party's gross negligence, willful misconduct or breach of this Agreement.

## 13 MERGING INSTITUTIONS AND PARTNERSHIPS

- 13.1 If the Licensee (or any other company or entity that benefits from the license granted under this Agreement) (each, a "**Beneficiary**") intends to merge with or acquire any interest or shares of a third party or any third party intends to merge with or acquire such an interest in the Licensee or any Beneficiary (a "**Transfer**"); or should there be a material change to the Authorized User

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constituency by addition of affiliations, partnerships or additional Licensed Sites, the Licensee shall give Publisher reasonable advance notice of any such change. Such notification must include details of all current Publisher subscriptions held by either Licensee or the merging institution, partner or affiliate. Licensee acknowledges that in such situations:

- 13.1.1 subject to Clauses 13.1.3 and 13.2, this Agreement will remain in full force and effect;
  - 13.1.2 Publisher shall be entitled to offer to Licensee a revised Fee based on, amongst other things, the enlarged size and nature of the Licensee's institution following the change ("**Expansion Fee**"); and
  - 13.1.3 unless and until Licensee pays to Publisher the Expansion Fee, Licensee acknowledges and agrees (and Licensee shall ensure as a principal obligation) that none of the employees, contractors or other personnel of the relevant third party shall have access to or use the Licensed Materials or shall be deemed to be Authorized User(s) under this Agreement; and
  - 13.1.4 the Publisher reserves the right to prohibit any such expansion of access.
- 13.2 For the avoidance of doubt, and without prejudice to any other right or remedy available to Publisher, Licensee acknowledges and agrees that any breach of Clause 13.1 shall be deemed to be a material breach of this Agreement capable of termination by Publisher pursuant to Clause 14.

## **14 TERM AND TERMINATION**

- 14.1 The term of the Agreement shall be as set out at the head of the Agreement. The Licensee's right to access the Licensed Materials shall automatically terminate at the end of the Term, unless the parties mutually agree in writing to renew it, or unless perpetual rights have been granted pursuant to this Agreement.
- 14.2 Publisher submission of an invoice for a new term and Licensee's payment of same will qualify as mutual agreement in writing to renew.
- 14.3 In addition, this Agreement may be terminated:
  - 14.3.1 by the Licensee, if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Licensee;
  - 14.3.2 by the Publisher, if the Licensee commits a material and/or persistent infringement of the copyright or other Intellectual Property Rights in the Licensed Materials or breaches the provisions of Clause 3 in respect of usage rights, Clause 6 in respect of prohibited uses, or Clause 11.1.2 in respect of its obligations upon becoming aware of any unauthorized access to or use of the Licensed Materials, and fails to remedy the breach

(if capable of remedy) within fifteen (15) days of notification in writing by the Publisher;

- 14.3.3 by the Publisher, if the Licensee commits a material and/or persistent breach of any term of this Agreement other than those set forth in Clause 14.3.2 and fails to remedy the breach within sixty (60) days of notification in writing by the Publisher; or
  - 14.3.4 by one party, if the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 14.4 On termination of this Agreement by Publisher for cause, as specified in Clauses 14.3.2, 14.3.3, or 14.3.4, the Licensee shall immediately cease to distribute, or make available, the Licensed Materials to Authorized Users and shall return to the Publisher or destroy all Licensed Materials in its control from the date of first notification of breach. For the avoidance of doubt, this provision is not applicable with respect to Licensed Materials to which access continues to be permitted on a perpetual basis as provided in Clause 9.5, nor to materials licensed pursuant to the terms of another written agreement between the parties.
- 14.5 On termination of this Agreement by the Licensee for cause, as specified in Clause 14.3.1, the Publisher shall forthwith refund any proportion of the Fees that represent the paid but un-expired part of the Subscription Period.
- 14.6 Clauses 7, 9.5, 9.10, 10.1, 10.4, 11 and 12 shall survive the termination of this Agreement on the terms set out in those respective clauses.

## 15 OTHER TERMS AND CONDITIONS

- 15.1 In addition to the terms contained in this Agreement, if and to the extent that the Licensee or their Authorized Users access the Licensed Materials via the Online Services, Licensee acknowledges that use of the Licensed Materials shall also be subject to the Online Service Terms and Conditions of Use (the “**Online Terms**”). The Online Terms can be viewed at <http://www.tandfonline.com/page/terms-and-conditions> and that by accessing and using the Licensed Materials, Licensee acknowledges that they will be accepting and agreeing to be bound by them. In the event of conflict of the terms of this Agreement and the provisions of the Online Terms, the terms of this Agreement shall take precedence.

## 16 GENERAL

and attached Supplemental Addendum, hereby incorporated by reference



- 16.1 This together with all Schedules, Exhibits, and any other documents or terms incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

- 16.2 Alterations to this Agreement are only valid if they are agreed to in writing in advance by both parties.
- 16.3 Each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that party and that the party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities. Each signatory to this Agreement represents that they have the authority to execute this Agreement on behalf of their respective party and to bind that party to the terms of this Agreement.
- 16.4 This Agreement may not be assigned by the Licensee to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Agreement and the management and operation of the Server, without the prior written consent of the other party, whose consent shall not unreasonably be withheld. Publisher shall be entitled to assign, sub-license, subcontract or otherwise dispose of its rights and obligations under this Agreement to any other person or company.
- 16.5 Any notices required under this Agreement shall be sent by prepaid recorded delivery, registered post, or receipted email to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other in writing as its address for service of notices. All such notices sent by prepaid recorded delivery or registered post shall be deemed to have been given within 14 days of posting. All such notices sent by email shall be deemed to have been given on the date transmitted if confirmed by the receiving party by email.
- 16.6 Except in respect of a payment obligation, neither party will be held liable for any failure or delay to perform any obligation to the other due to a Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. As used herein, "Force Majeure Event" means an event beyond the reasonable control of the affected party including but not limited to strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, breakdown of machinery or telecommunications or Internet failures, fire, flood, storm, pandemics or epidemics.
- 16.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

- 16.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

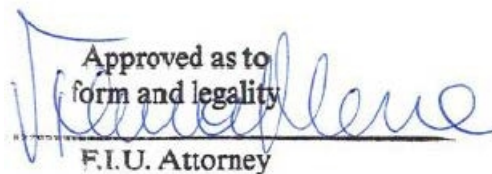
**TAYLOR & FRANCIS:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Authorized Signatory  
 Informa UK Limited (trading as Taylor & Francis)

Jeff Voci  
 Senior Vice President of Journal Sales, The Americas  
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BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Authorized signatory  
 [Insert Licensee Institution]

Name: XXX  
 Title: XXX  
 Address: [Insert]  
 E-mail: XXX

Approved as to  
 form and legality  
  
 F.I.U. Attorney

Date:



## SCHEDULE 1

### Subscriptions

The online version of the following journal(s) (the “**Subscriptions**”):

Subscriptions (Online only/Online only plus Print) identified by the Licensee as of January 1, 2023:

Journal Title	Format
Augmentative & Alternative Communication	Online Only
Brain Injury Online	Online Only
Clinical Linguistics & Phonetics Online	Online Only
Comprehensive Child & Adolescent Nursing	Online Only
Ethnicity and Health(on-Line)	Online Only
Health Care for Women International(on-L	Online Only
Infectious Diseases Online	Online Only
International Journal of Neuroscience On	Online Only
Intntl Jnrl Of Sexual Health Online	Online Only
Issues in Mental Health Nursing Online	Online Only
Jnl Of Prevention & Intervention In Comm	Online Only
JOURNAL OF ADDICTIVE DISEASES Online	Online Only
Journal of Community Health Nursing Onli	Online Only
JOURNAL OF ETHNICITY IN SUBSTANCE ABUSE	Online Only
Journal of Occupational Science Online	Online Only
JOURNAL OF OCCUPATIONAL THERAPY, SCHOOLS	Online Only
Journal of the American Nutrition Associ	Online Only
Medical Teacher Online	Online Only
Occupational Therapy in Health Care Onli	Online Only
OCCUPATIONAL THERAPY IN MENTAL HEALTH On	Online Only
Physical & Occupational Therapy in Pedia	Online Only
Physiotherapy: Theory & Practice Online	Online Only
Substance Use & Misuse Online	Online Only
Teaching and Learning in Medicine Online	Online Only
WOMEN & HEALTH Online	Online Only
Coastal Management(on-Line)	Online Only
Comms in Partial Differential Equations	Online Only
Communications in Statistics: Parts A&B	Online Only
Critical Reviews In Biochemistry & Molec	Online Only
Ergonomics(on-Line)	Online Only
I J Environmental Analytical Chem.Online	Online Only
Inland Waters Online	Online Only
International Journal of Food Sciences &	Online Only
Intntl Jnl of Human-Computer Interaction	Online Only
Intntl Jnrl of Electronics Pack Online	Online Only
Intntl Jnrl of Remote Sensing (Pack)	Online Only

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Jnrl of the American Statistical Assoc	Online Only
Journal of Applied Statistics(on-Line)	Online Only
Journal of the Operational Research Soci	Online Only
Marine Biology Research (Online)	Online Only
Molecular Physics(on-Line)	Online Only
Mycologia Online	Online Only
NAKHE Pack Online	Online Only
Society & Natural Resources(on-Line)	Online Only
Synthetic Communications Online	Online Only
The American Mathematical Monthly Online	Online Only
The American Statistician Online	Online Only
Toxicology & Environmental Health Part A	Online Only
Geography	Print & Online
Journal of Geoscience Education	Print & Online
Journal of Public Affairs Education	Print & Online
Accounting and Business Research Online	Online Only
Action in Teacher Education Online	Online Only
ACTIVITIES, ADAPTATION & AGING Online	Online Only
American Jnl Family Therapy (on-Line)	Online Only
American Journal of Distance Education O	Online Only
Annals of the American Association of Ge	Online Only
Aphasiology(on-Line)	Online Only
Asian Affairs (Online)	Online Only
Basic and Applied Social Psychology Onli	Online Only
Biodemography and Social Biology Online	Online Only
Bulletin of Spanish Studies and Bulletin	Online Only
Bus History, Mngmnt &Organizational Hist	Online Only
CAA Pk:Art Bulletin, Art Jnl,CAA Reviews	Online Only
Central Asian Survey(on-Line)	Online Only
CHILD & FAMILY BEHAVIOR THERAPY Online	Online Only
CLINICAL GERONTOLOGIST Online	Online Only
CLINICAL SUPERVISOR (THE) Online	Online Only
College Teaching Online	Online Only
Communication Education and Communicatio	Online Only
Communication Monographs (Online)	Online Only
Communication Studies (Online)	Online Only
Community Coll. J. of Research &Practice	Online Only
Comparative Education(on-Line)	Online Only
Cultural Studies(on-Line)	Online Only
Current Issues in Tourism Online	Online Only
Curriculum Inquiry Online	Online Only
Developmental Neuropsychology Online	Online Only
Digital Journalism Online	Online Only
Disability & Society(on-Line)	Online Only
Early Education & Development Online	Online Only
Eastern Communication Association Jnls	Online Only

Ecology of Food & Nutrition Online	Online Only
Economic Geography Online	Online Only
Economy and Society (Online)	Online Only
Educational Gerontology(on-Line)	Online Only
Educational Research (Online)	Online Only
Environmental Communication: A Journal o	Online Only
Equity & Excellence in Education Online	Online Only
Ethnic and Racial Studies(on-Line)	Online Only
Eurasian Geography and Economics Online	Online Only
European Accounting Review: Full Set Onl	Online Only
Europe-Asia Studies(on-Line)	Online Only
Gender, Place & Culture(on-Line)	Online Only
Geopolitics Online	Online Only
GERONTOLOGY & GERIATRICS EDUCATION Onlin	Online Only
Global Crime Online	Online Only
Health Communication Online	Online Only
HEALTH MARKETING QUARTERLY Online	Online Only
Howard Journal of Communication(on-Line)	Online Only
Human Performance Online	Online Only
Human Service Organizations Online	Online Only
Identities: Global Stud in Culture&Power	Online Only
Identity Online	Online Only
Int. J of Comparative & Applied Crim Jus	Online Only
International History Review Online	Online Only
International Journal of Advertising Onl	Online Only
International Journal of Group Psychothe	Online Only
INTERNET REFERENCE SERVICES QUARTERLY On	Online Only
Intntl Feminist Jrnl of Politics Online	Online Only
Intntl J. of Bilingual Ed & Bilingualism	Online Only
Intntl J. of Qualitative Studiesin Ed.	Online Only
Intntl Jrnl of Human Resource Management	Online Only
J of Criminal Justice Education - Online	Online Only
J of Educational & Psychological Consul.	Online Only
J Of Human Res. In Hospitality & Tourism	Online Only
J. of Ed for Students Placed at Risk	Online Only
J. Of InterLibrary Loan and Doc Delivery	Online Only
J. Of Social Work Prac In The Addictions	Online Only
Jnl for Specialists in Group Work Online	Online Only
Jnl Of Ethnic & Cul. Div. In Social Work	Online Only
Jnl of Geography & The Geography Teacher	Online Only
Jnrl of Applied Communication Research	Online Only
Jnrlism Studies & Jnrlism Practice Pack	Online Only
JOURNAL OF AGING & SOCIAL POLICY Online	Online Only
JOURNAL OF CHILD SEXUAL ABUSE Online	Online Only
JOURNAL OF CHINA TOURISM RESEARCH Online	Online Only
Journal of Clinical Child & Adolescent P	Online Only

Journal of Cognition and Development Onl	Online Only
JOURNAL OF COMMUNITY PRACTICE Online	Online Only
Journal of Contemporary China (Online)	Online Only
Journal of Crime and Justice Online	Online Only
Journal of Development Studies Online	Online Only
JOURNAL OF DIVORCE & REMARRIAGE Online	Online Only
Journal of Education for Business Online	Online Only
Journal of Education Policy(on-Line)	Online Only
JOURNAL OF ELDER ABUSE & NEGLECT Online	Online Only
Journal of European Public Policy(on-Lin	Online Only
Journal of Evidence-Based Social Work	Online Only
JOURNAL OF FAMILY SOCIAL WORK Online	Online Only
JOURNAL OF FEMINIST FAMILY THERAPY Onlin	Online Only
JOURNAL OF GAY & LESBIAN MENTAL HEALTH O	Online Only
JOURNAL OF GAY & LESBIAN SOCIAL SERVICES	Online Only
JOURNAL OF GERONTOLOGICAL SOCIAL WORK On	Online Only
JOURNAL OF GLOBAL MARKETING Online	Online Only
JOURNAL OF HOMOSEXUALITY Online	Online Only
Journal of Intercultural Studies	Online Only
Journal of Latinos and Education Online	Online Only
JOURNAL OF LESBIAN STUDIES Online	Online Only
JOURNAL OF LIBRARY ADMINISTRATION Online	Online Only
Journal of Management Information System	Online Only
Journal of Media Economics Online	Online Only
JOURNAL OF OFFENDER REHABILITATION Onlin	Online Only
JOURNAL OF POVERTY Online	Online Only
Journal of Public Relations Research Onl	Online Only
JOURNAL OF SOCIAL SERVICE RESEARCH Onlin	Online Only
JOURNAL OF SOCIAL WORK IN END-OF-LIFE &	Online Only
Journal of Strategic Studies Online	Online Only
Journal of Sustainable Tourism Online	Online Only
JOURNAL OF TEACHING IN TRAVEL & TOURISM	Online Only
JOURNAL OF TRAVEL & TOURISM MARKETING On	Online Only
JOURNAL OF WOMEN & AGING Online	Online Only
JOURNAL OF WOMEN, POLITICS & POLICY Onli	Online Only
Justice Quarterly and Justice Evaluation	Online Only
Latin American&Carribean Ethnic Studies	Online Only
Leisure Sciences(on-Line)	Online Only
Leisure Studies(on-Line)	Online Only
Local Government Studies Online	Online Only
MARRIAGE & FAMILY REVIEW Online	Online Only
Mass Communication and Society Online	Online Only
Medical Anthropology Online	Online Only
MEDICAL REFERENCE SERVICES QUARTERLY Onl	Online Only
Memory(on-Line)	Online Only
Multivariate Behavioral Research Online	Online Only

Political Communication(on-Line)	Online Only
Post-Soviet Affairs Online	Online Only
Preventing School Failure: Alt Education	Online Only
Psychology & Health, Health Psych Rev Pk	Online Only
Psychology, Crime and Law Online	Online Only
Race, Ethnicity and Education Pack Onlin	Online Only
Reading & Writing Quarterly(on-Line)	Online Only
Regional Studies Pack Online	Online Only
Research in Human Development Online	Online Only
Residential Treatment For Children&Youth	Online Only
Review of Intntl Political Economy	Online Only
Review of Social Eco & Forum for Soc Eco	Online Only
Scientific Studies of Reading Online	Online Only
Security Studies Online	Online Only
Slavery & Abolition Online	Online Only
Social & Cultural Geography (Online)	Online Only
SOCIAL WORK IN HEALTH CARE Online	Online Only
SOCIAL WORK IN PUBLIC HEALTH Online	Online Only
SOCIAL WORK WITH GROUPS Online	Online Only
Socialism and Democracy (Online)	Online Only
Souls: Crit J of Black Pol, Culture & Soc	Online Only
Strategies: Jnl for Physical & Sport Ed.	Online Only
Studies in Conflict & Terrorism(on-Line)	Online Only
Terrorism & Political Violence Online	Online Only
The Australasian Association of Philosop	Online Only
The Clearing House: Jnl of Ed Strategies	Online Only
The European Journal of Finance(on-Line)	Online Only
The Explicator Online	Online Only
The Journal of Environmental Education O	Online Only
The Journal of Experimental Education On	Online Only
The Journal of General Psychology Online	Online Only
The Journal of Genetic Psychology Online	Online Only
The Journal of Peasant Studies Online	Online Only
The Journal of Psychology Online	Online Only
The Journal of Social Psychology Online	Online Only
The Services Industries Journal Online	Online Only
The Social Science Journal Online	Online Only
The Social Studies Online	Online Only
The Sociological Quarterly Online	Online Only
Theory & Research in Social Education On	Online Only
Theory Into Practice Online	Online Only
Third World Quarterly & Third World Them	Online Only
Tourism Geographies (Online)	Online Only
Urban Geography Online	Online Only
West European Politics Online	Online Only
WOMEN & CRIMINAL JUSTICE Online	Online Only

WOMEN & THERAPY Online	Online Only
Women's Studies:An inter-disciplinary J.	Online Only
Work & Stress(on-Line)	Online Only
Change:The Magazine of Higher Learning	Print & Online

AND (IF APPLICABLE)

Should Publisher later identify Subscriptions held by the Licensee after the signing of this Agreement, Publisher reserves the right to invoice the Licensee for these Subscriptions. This also applies to duplicate Subscriptions held at any other Licensed Premises if set out in Schedule 3, and therefore covered by this Agreement, or Subscriptions that were previously held from other Publishers that we have acquired and form part of the Licensee's existing holdings.

## SCHEDULE 2

### Licensed Content & Access Rights

Licensed Content means the content published (where available, 1997-current) in the following Licensed Content packages:

Product Family	Product Name	Product Code	Content
Library Package	Social Science & Humanities Library	JCSHPF	SSH
Library Package	Science & Technology	JCSTPF	S&T
Library Package	Medical Library	JCMLPF	Medical

Subject to the terms of the Agreement, Licensee shall be entitled to the following access rights:

1. During the term of the Agreement, Licensee shall have access to the Licensed Content published during the then-current volume year.
2. During the term of the Agreement, Licensee shall have courtesy access back to 1997 (where available) for its Licensed Content including those that were previously held from other publishers that we have acquired and are now part of the Licensed Materials. Any new additional Subscriptions purchased during the Agreement shall also be provided with the same above specified entitlement.

*In addition, Licensee shall have perpetual access rights for each Subscription for each volume year purchased from the Publisher in the Subscription Period (each a "Purchased Subscription") as further set forth in Clause 9.5 and to the extent Publisher has sufficient rights to permit same. The Licensee may request an entitlements report from the Publisher at any time to check their Purchased Subscription entitlements. For the avoidance of doubt, such perpetual access rights shall not apply to the Licensed Content packages.*

**SCHEDULE 3****Institutional Premises****MULTI-SITE LICENSE**

The license granted hereunder is a multi-site license, a with such site(s) being the physical premises of the institution operated by the Licensee that encompasses Licensee's secure network (dedicated IP addresses).

The site(s) licensed hereunder is/are as follows:

Name of library: Florida International University Libraries

Address: 11200 SW 8th St, Miami, FL 33199

IP range(s)/address(es):

134.94.0.0/16

Contact Details for Notices to Informa: Brad Hanley

Email: Brad.Hanley@taylorandfrancis.com

Contact Details for Notices to Licensee: Jin Guo

Email: jigu@fiu.edu

**SCHEDULE 4****Subscription Period & Payment****Subscription Period: 2023, 2024, 2025 and 2026****Fees**

For the 2023, 2024, 2025 and 2026 volume years, the Licensee will pay the Publisher the following fees for the access and use of the Licensed Materials listed in Schedule 1 and Schedule 2:

<b>2023 Renewal Quote</b>					
Florida International University	Core Subs QTY	Subscription Price (2.5% Cap)	Package QTY	Package Fees (2.5% Cap)	2023 Total
SSH Subscriptions	176	\$ 195,017.55	1485	\$ 17,068.16	\$ 212,085.70
S&T Subscriptions	23	\$ 109,548.43	510	\$ 17,068.16	\$ 126,616.59
Medical Subscriptions	25	\$ 58,740.01	178	\$ 9,200.85	\$ 67,940.86
<b>Total</b>	<b>224</b>	<b>\$ 363,305.99</b>	<b>2173</b>	<b>\$ 43,337.16</b>	<b>\$ 406,643.16</b>

<b>2024 Renewal Quote</b>					
Florida International University	Core Subs QTY	Subscription Price (2.5% Cap)	Package QTY	Package Fees (2.5% Cap)	2024 Total
SSH Subscriptions	176	\$ 199,892.99	1485	\$ 17,494.86	\$ 217,387.85
S&T Subscriptions	23	\$ 112,287.14	510	\$ 17,494.86	\$ 129,782.00
Medical Subscriptions	25	\$ 60,208.51	178	\$ 9,430.87	\$ 69,639.39
<b>Total</b>	<b>224</b>	<b>\$ 372,388.64</b>	<b>2173</b>	<b>\$ 44,420.59</b>	<b>\$ 416,809.24</b>

<b>2025 Renewal Quote</b>					
Florida International University	Core Subs QTY	Subscription Price (3.0% Cap)	Package QTY	Package Fees (3.0% Cap)	2025 Total
SSH Subscriptions	176	\$ 205,889.78	1485	\$ 18,019.71	\$ 223,909.48
S&T Subscriptions	23	\$ 115,655.76	510	\$ 18,019.71	\$ 133,675.46
Medical Subscriptions	25	\$ 62,014.77	178	\$ 9,713.80	\$ 71,728.57
<b>Total</b>	<b>224</b>	<b>\$ 383,560.30</b>	<b>2173</b>	<b>\$ 45,753.21</b>	<b>\$ 429,313.51</b>

<b>2026 Renewal Quote</b>					
Florida International University	Core Subs QTY	Subscription Price (3.0% Cap)	Package QTY	Package Fees (3.0% Cap)	2026 Total
SSH Subscriptions	176	\$ 212,066.47	1485	\$ 18,560.30	\$ 230,626.77
S&T Subscriptions	23	\$ 119,125.43	510	\$ 18,560.30	\$ 137,685.73
Medical Subscriptions	25	\$ 63,875.21	178	\$ 10,005.21	\$ 73,880.42
<b>Total</b>	<b>224</b>	<b>\$ 395,067.11</b>	<b>2173</b>	<b>\$ 47,125.81</b>	<b>\$ 442,192.92</b>

**Terms & Conditions:**

Length of Agreement – 4 Years

Annual Price cap : 2023 – 2.5%, 2024 – 2.5%, 2025 – 3%, 2026 – 3%

**Payment Terms:** 30 days from receipt of invoice

Any late payment of invoices shall be subject to the provisions of Clause 10.2.



Florida International University  
**SUPPLEMENTAL ADDENDUM**  
(Library Subscriptions)

1. Incorporation by Reference. This Supplemental Addendum (“Addendum”) is incorporated in the Agreement (“Agreement”). If this Addendum conflicts with the remainder of the Agreement terms, this Addendum shall control.
2. Payment. Vendor shall submit bills for compensation for goods, services or expenses in detail sufficient for a proper pre-and post-audit. FIU’s performance and obligation to pay under the Agreement is contingent upon the legislature’s annual appropriation. FIU will make payment in accordance with FIU Regulation FIU-2202 entitled “Prompt Payment.” If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay Vendor an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact Accounts Payable at (305) 348-3889. FIU may make payments to Vendor via the University’s EFT/ACH payment process. Vendor shall provide the necessary information to FIU upon request.
3. Relationship of the Parties. Vendor is an independent contractor, and neither Vendor nor Vendor’s employees, agents, or other representatives shall be considered FIU employees or agents. Vendor shall not use FIU’s name, trademarks, logos, or marks without FIU’s prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).
4. Confidentiality of Information. If Vendor is exposed to FIU’s confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119). This provision shall survive termination of the Agreement.
5. Indemnification/Copyright and Intellectual Property. If Vendor uses copyrighted materials or documents not owned by FIU (“Copyrighted Materials”) in Vendor’s performance of the Agreement, Vendor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Vendor will, at its own expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and/or costs made against FIU by a settlement or final judgment of a court that is based on a claim that FIU’s use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement.
6. Compliance with Laws. In the performance of this Agreement, Vendor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times during the Term maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.
7. Section 889 Compliance Certification. Vendor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
8. E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a

copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

9. General Provisions.

A. Nothing in this Agreement shall be construed as an indemnification of the Vendor by FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28.

B. Renewals of this Agreement are not automatic; however, if FIU pays the renewal fee prior to the expiration of the current term, the Agreement shall be deemed as renewed.

C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Vendor’s employees, or grants of exclusivity to Vendor are null and void.

D. Termination. FIU may terminate this Agreement by giving Vendor at least thirty (30) days prior written notice of termination. FIU shall only be liable for payment of goods received and services rendered and accepted by FIU prior to the date of termination.

10. No counterparts; facsimile signatures allowed. This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

The duly authorized representatives of the parties execute this Supplemental Addendum.

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

**VENDOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

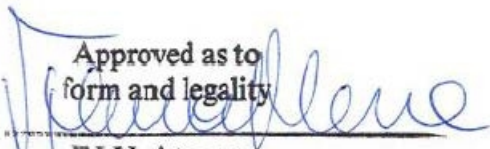
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to  
form and legality  
  
F.I.U. Attorney

Date:



**Funding Certification Form**

This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: **Taylor and Francis License Agreement 2023-2026.**

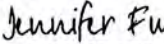
Contract # : PUR-06131

Vendor: Taylor and Francis

Funding Source(s):

Fund Code	Fund Code Description
210	E&G, Library Operation, activity #: 1238020005
240	E&G, Medical School, activity #: 3019020001


This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.

DocuSigned by:  
  
2B04F7955FC44EC...

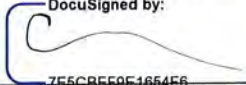
Jennifer FU, Interim Dean of Libraries

11/14/2022

Date

  
Aime Martinez, Interim Sr. Vice President and  
Chief Financial Officer

Date

DocuSigned by:  
  
7E5CB8EF0E1664F6...

Carlos B. Castillo, General Counsel

11/16/2022

Date

  
Kenneth A. Jessell, President

Date

**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**Fiscal Year 2022-23**

	Year To Date September 2022						
	Budget		Current Year Actual		Variance		
					\$	%	
(\$ in millions)							
Revenue / Receipts							
University							
Educational and General (net) <sup>2</sup>	\$	171.9	\$	169.1	(2.8)	-2%	
University		156.6		153.7	(2.9)	-2%	
College of Medicine		15.3		15.4	0.1	1%	
FIU Self-Insurance Program		-		-	-	0%	
Auxiliary Enterprises		88.5		84.1	(4.4)	-5%	
Intercollegiate Athletics		9.3		10.1	0.8	9%	
Activities and Service		7.8		7.8	-	0%	
Technology Fee		4.4		4.3	(0.1)	-2%	
Board Approved Fees		0.1		-	(0.1)	-100%	
Contracts and Grants		57.1		58.6	1.5	3%	
Student Financial Aid		95.4		85.2	(10.2)	-11%	
Concessions		0.1		0.1	-	0%	
Direct Support Organizations							
FIU Athletic Finance Corp.		0.8		0.7	(0.1)	-16%	
FIU Foundation Inc.		9.5		8.9	(0.6)	-6%	
Contributions for University Support		9.3		8.5	(0.8)	-9%	
Contributions and Operating Revenues		0.2		0.4	0.2	100%	
FIU Health Care Network		0.7		2.2	1.5	217%	
FIU Research Foundation		-		0.0	0.0	0%	
Interfund Adjustments <sup>3</sup>		(6.6)		(7.0)	(0.4)	6%	
Total Operating Revenues	\$	439.0	\$	424.1	(14.9)	-3%	
University: Treasury (net) & Contracts & Grants		3.1		(10.8)	(13.9)	-448%	
FIU Foundation Inc.		6.0		(22.2)	(28.2)	-470%	
Total Investment Revenues	\$	9.1		(33.0)	(42.1)	-463%	
Total Revenues / Receipts	\$	448.1	\$	391.1	(57.0)	-13%	
Expenses							
University							
Educational and General (net)	\$	134.1	\$	114.6	\$	19.5	15%
University		121.4		105.8		15.6	13%
College of Medicine		12.7		8.8		3.9	31%
FIU Self-Insurance Program		-		-		-	0%
Auxiliary Enterprises		59.4		52.3		7.1	12%
Intercollegiate Athletics		7.0		7.7		(0.7)	-10%
Activities and Service		5.0		3.7		1.3	26%
Technology Fee		6.7		2.7		4.0	60%
Board Approved Fees		-		0.1		(0.1)	0%
Contracts and Grants		53.0		60.3		(7.3)	-14%
Student Financial Aid		102.6		95.3		7.3	7%
Concessions		0.2		0.1		0.1	50%
Direct Support Organizations							
FIU Athletic Finance Corp.		0.7		0.7		-	0%
FIU Foundation Inc.		12.4		9.5		2.9	24%
University Program Support		8.6		7.5		1.1	13%
Operating Expenses		3.8		2.0		1.8	48%
FIU Health Care Network		0.6		1.1		(0.5)	-83%
FIU Research Foundation		-		0.0		(0.0)	0%
		-		-		-	0%
Interfund Adjustments <sup>3</sup>		(6.6)		(7.0)		0.4	-6%
Total Expenses		375.1		341.1		34.0	9%
Principal Payment of Debt <sup>4</sup>		-		-		-	0%
Change in Net Assets (incl. Investments)	\$	73.0	\$	50.0		(23.0)	-31%
Change in Net Assets (excl. Investments)	\$	63.9	\$	83.0	\$	19.1	30%

**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**Fiscal Year 2022-23 as of September 2022**

**Financial Highlights:**

**Real      Timing**

**Operations - By Fund and Direct Support Organization**

**Educational and General Variance: Revenues (\$2.8M), Expenses \$19.5M**

**I. University (ex-College of Medicine) Variance: Revenues (\$2.9M), Expenses 15.6M**

**Operating Revenues**

State Appropriations:

▪ Amendment for Nursing Education (LINE Fund) distributions, \$0.6M, offset by lower risk management insurance premiums, (\$0.6M)

-      -

Tuition:

▪ Undergraduate base: student credit hour enrollment is 291 FTE or 2.4% below target; associated net tuition revenues are below plan mainly due to lower than anticipated student credit hour enrollment in transfer students

(2.0)      (0.2)

▪ FIU Fully Online: higher net tuition revenues mainly due to better than planned enrollment, 30 FTE or 1.4%

0.3      -

▪ Dual Enrolled: student credit hour enrollment is higher than target by 12 FTE or 1.8%; positive revenue variance from unbudgeted revenues from in-state fee for on-campus dual enrolled students - tuition for off-campus, dual enrolled students is waived by statute

0.1      -

▪ Shorelight Enrollment (international students): 39.6% or 109 FTE higher than budgeted enrollment; net tuition revenue from progressed students is above plan

0.7      -

▪ Tuition differential: above target as lower student credit hour enrollment is more than offset by lower than anticipated prepaid contract exclusions

0.4      -

▪ Graduate and Professional: student credit hour enrollment below target by 0.4% or 9 FTE; associated net tuition revenues above target mainly due to higher enrollment in graduate programs offset by lower enrollment in the Nursing and Law professional programs

0.4      -

▪ Other: Higher waivers, financial aid allocations, and bad debt, (\$0.3M), and timing of allocation of appropriation to cover Programs of Strategic Emphasis waiver for Fall 2022, (\$2.4M)

(0.3)      (2.4)

**Total Revenues Variance**

**\$      (0.3)      \$      (2.6)**

**Operating Expenses:**

The favorable expense variance of \$15.6M is comprised of real savings of \$3.0M and timing of \$12.6M. Real savings of \$3.0M are mainly due to one-time personnel leave paid out of the fringe benefit pool, \$1.3M, vacant positions, \$0.8M, lower risk management insurance premium, \$0.7M, and other in-unit savings, \$0.2M. The timing variance of \$12.6M is due to later than budgeted expenses on operational support and Nursing Education (PIPELINE) appropriations which are expected to begin in the second quarter, \$7.7M, plant operations and maintenance (PO&M) and utilities, \$1.4M; and timing of other in-unit operating expenses such as library software and book purchases, marketing, equipment and services purchases, and temporary personnel, \$3.5M.

\$      3.0      \$      12.6

**II. College of Medicine Variance: Revenues \$0.1M, Expenses \$3.9M**

Net tuition revenue is higher than target due to less waivers and bad debt.

\$      0.1      \$      -

Savings are mainly from vacant positions, \$2.9M, and operating expenses such as travel, materials and supplies, and temporary personnel, \$0.2M; timing variance of \$0.8M is due to later than anticipated payments of various contracts, subscriptions, and professional services.

\$      3.1      \$      0.8

**FIU Self-Insurance Program Variance: Revenues \$0.0M, Expenses \$0.0M**

Revenues are in line with projections.

\$      0.0      \$      -

Unfavorable operating expense variance of \$17K are due to earlier than anticipated program administration charges.

\$      -      \$      (0.0)

**Auxiliary Enterprises Variance: Revenues (\$4.4M), Expenses \$7.1M**

Revenues are below plan due to real, (\$2.4M), and timing, (\$2.0M), factors. The unfavorable real variance, (\$2.4M) is due to lower management fee and program revenues from the American University of Antigua (AUA) as the transition of the program from the FIU HealthCare Network to the university will occur in the second quarter instead of the first quarter as planned, (\$1.8M), along with lower enrollments in academic auxiliary programs, mainly College of Business, (\$1.6M), offset by higher conference and fee revenues in Housing and the sale of additional permits in Parking and Transportation, \$0.5M, and higher clinical patient revenue originally budgeted under the FIU HealthCare Network, \$0.5M. The unfavorable timing variance, (\$2.0M), is mainly due to delays in billings by the PantherTECH computer store, (\$1.4M); delays in auxiliary funded construction projects resulting in lower construction services reimbursement fee revenue, (\$1.4M); pending receipt of tuition from the Chaplin School of Hospitality and Tourism Management Marriott Tianjin China program, (\$0.6M); offset by earlier than anticipated revenues for the South Beach Wine and Food Festival, \$1.2M, and other auxiliaries, \$0.2M.

\$      (2.4)      \$      (2.0)



**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**Fiscal Year 2022-23 as of September 2022**

**Financial Highlights:**

**Real      Timing**

Expenditures are below budget primarily due to real savings of \$4.0M and timing of expenditures of \$3.1M.

The real expense savings of \$4.0M are due to vacant positions across all auxiliaries, \$3.8M, and utility and service fees, \$0.2M. The timing variance of \$3.1M is mainly due to later than planned marketing and advertising campaigns in the College of Business and FIU Online, \$2.1M, delays in purchases by the PantherTECH computer store, \$0.6M, and timing of repairs and maintenance in various Housing residences, \$0.4M.

\$      4.0    \$      3.1

**Intercollegiate Athletics Variance: Revenues \$0.8M, Expenses (\$0.7M)**

The revenue variance of \$0.8M is due to timing; the main drivers are earlier than anticipated receipt of Title IX and financial aid support funds.

\$      -    \$      0.8

Expenditures are higher than budget mainly due to timing, (\$0.9M), offset by real lower expenses, \$0.2M. The timing variance is due to earlier than planned Conference USA dues, and purchases of equipment, supplies, and football team uniforms, (\$0.7M); scholarship expenses, (\$0.4M); offset by timing of hiring on temporary positions, \$0.2M. Real, lower expenses are due to savings in salaries and benefits due to changes in the football staff, \$0.2M.

\$      0.2    \$      (0.9)

**Student Activity and Service Variance: Revenues \$0.0M, Expenses \$1.3M**

Operating revenues are on target; slightly lower Student Activity and Service Fee revenues from lower student credit hour enrollment are offset by higher than anticipated revenues from orientation fees and other revenues.

\$      (0.0)    \$      0.0

Expenses are below target primarily due to savings mainly in student centers and buildings, the Student Government Association, and student groups and clubs; savings are driven by vacant positions and less temporary personnel, \$1.0M, and delays in spending of other expenses, \$0.3M.

\$      1.0    \$      0.3

**Technology Fee: Revenues (\$0.1M), Expenses \$4.0M**

Technology fee revenues are slightly below target due to lower student credit hour enrollment.

\$      (0.1)    \$      -

Expenses are below target due to delays in projects which are being caused by nationwide delays in shipping of equipment.

\$      0.0    \$      4.0

**Board Approved Fees: Revenues (\$0.1M), Expenses (\$0.1M)**

Revenues are below plan by \$99K or 67%, due to less than anticipated students reaching the minimum eligibility threshold of seventy credit hours to be assessed the Bar Test Prep Fee.

\$      -    \$      (0.1)

Expenses are \$88K or 284% higher than budget due to payments to the third-party test prep vendors related to the prior fiscal year. The fund has sufficient beginning net position, \$91K, to cover these expenses.

\$      (0.1)    \$      -

**Contracts and Grants Variance: Revenues \$1.5M, Expenses (\$7.3M)**

**Sponsored Research:**

The favorable variance in revenues of \$4.1M is due to higher than planned revenue across all sources of sponsored research projects, mainly federal grants, \$11.8M; offset by timing variances of (\$8.3M) associated with the Higher Education Emergency Relief (HEERF) reimbursements which were projected at \$9.3M through the first quarter, and timing of revenue allocations from sponsored research administration to sponsored projects, \$0.7M.

\$      11.8    \$      (7.6)

Expenditures are above budget by \$7.4M mainly due to higher expenses across all sources of sponsored projects, mainly federal grants, (\$11.8M); higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers, (\$4.4M); offset by timing of HEERF expenses, \$8.8M, which were projected at \$9.3M through the first quarter.

\$      (16.2)    \$      8.8

**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**Fiscal Year 2022-23 as of September 2022**

**Financial Highlights:**

**Real      Timing**

**External Contracts:**

Revenues are under plan by \$2.6M. The timing variance, (\$3.5M), is primarily due to delays in receiving DSO reimbursements due to timing of expenses and pending revenues for incidental contracts. The real variance, \$0.9M, is from prior year balances of the American University of Antigua international program which is transitioning to the university from the FIU HealthCare Network, \$1.3M, offset by lower DSO reimbursements commensurate with savings in DSO reimbursement expenses, (\$0.4M).

\$      0.9    \$      (3.5)

Expenses are below budget by \$0.1M, of which \$0.2M are savings as a result of vacant positions offset by \$0.1M of earlier than anticipated expenses, mainly in incidental contracts related to the Herbert Wertheim College of Medicine clinical contracts.

\$      0.2    \$      (0.1)

**Student Financial Aid Variance: Revenues (\$10.2M), Expenses \$7.3M**

Student financial aid revenues are below target by \$10.2M or 11%. The majority of the variance is due to timing of revenues, (\$9.6M), mainly due to later than expected reimbursements from the state for Bright Futures awards, (\$11.7M); offset by earlier than anticipated Pell reimbursements, \$2.7M, and other sources of financial aid, \$0.6M. The real, unfavorable variance of \$0.6M is driven by lower than anticipated Pell scholarships, (\$1.1M), offset by reimbursement of prior year expenses from the Higher Education Emergency Relief Fund (HEERF) grant, \$0.4M, and unbudgeted reimbursements from the state for the Dual Enrollment Scholarship Program F.S. 1009.30, \$0.1M.

\$      (0.6)    \$      (9.6)

Student financial aid expenses are below target by \$7.3M or 7%. This variance is mostly due to timing, \$6.2M, of later than anticipated disbursements from the Florida Student Assistance Grant (FSAG), \$3.5M, institutional aid which will be disbursed in the upcoming Spring semester, \$1.6M, and later than anticipated disbursements of donor-related scholarships, \$1.1M. The remaining real variance of \$1.1M, is mostly due to less Pell Grant awards due to lower student headcount.

\$      1.1    \$      6.2

The negative change in net position of \$10.1M is \$3.3M below target and is mainly due to later than anticipated reimbursements from the state for Bright Futures awards.

**Concessions Variance: Revenues \$0.0M, Expenses \$0.1M**

Operating revenues are \$9K or 7% below target and is comprised of a favorable real variance of \$15K and unfavorable timing variance of \$24K. The real variance of \$15K is due to higher than anticipated snack vending commissions. The timing variance, (\$24K), is due to later than anticipated receipt of housing laundry commissions.

\$      0.0    \$      (0.0)

The favorable variance against budget of \$110K is due to timing of expenditures on university-wide events which will occur later than planned, e.g. Faculty Convocation, Student Open House, alumni events, and Welcome Fall 2022 events in student housing.

\$      0.0    \$      0.1

**FIU Athletic Finance Corp. Variance: Revenues (\$0.1M), Expenses \$0.0M**

Operating revenues are below plan by \$0.1M or 12% due to timing of receipt of sky suite revenue, ticket sales, and other revenues from home football games.

\$      -    \$      (0.1)

Operating expenses are on target, higher than budgeted expenses associated with external events, (\$0.2M), are offset by the timing of home football game expenses and debt service interest, \$0.2M.

\$      0.2    \$      (0.2)

**FIU Foundation Inc. Variance: Revenues (\$0.6M), Expenses \$2.9M**

The unfavorable revenue variance is driven by the timing of cash contributions, mainly from building funds, \$2.3M, offset by higher than anticipated cash contributions to certain academic areas, \$1.7M.

\$      1.7    \$      (2.3)

The favorable expense variance of \$2.9M is due to real savings of \$0.1M and timing of \$2.8M. The real savings of \$0.1M are due to salary expense savings in Foundation operations. Savings due to timing of \$2.8M are mainly in Foundation operating expenses, \$1.7M, and later than anticipated capital project expenses in support of the university, \$1.7M, transfer of the Management and Advanced Research Center (MARC) building to the university, \$0.3M, offset by earlier than anticipated scholarship and program expenses in support of the university, (\$1.0M).

\$      0.1    \$      2.8

**Florida International University**  
**Financial Summary Overview <sup>1</sup>**  
**Fiscal Year 2022-23 as of September 2022**

**Financial Highlights:**

**Real      Timing**

**FIU Health Care Network Variance: Revenues \$1.5M, Expenses -\$0.5M**

Operating revenues are \$1.5M higher than plan due to management fee and program revenue from American University of Antigua (AUA) program reported under the Herbert Wertheim College of Medicine (HWCOC), Office of International Affairs (OIA), \$2.0M, offset by less than planned clinical patient revenues, (\$0.5M). The agreements which transition the OIA line of business from the FIU HealthCare Network to the university will be effective in the second quarter of the fiscal year instead of the first quarter as initially planned. As such, the first quarter revenues for OIA are recorded under the FIU HealthCare Network instead of the university. Additionally, there has been a delay in the transition of the third-party clinic payer agreements from the university to the FIU HealthCare Network, as such, clinical patient revenues continue to be recorded under the university instead of the FIU HealthCare Network until the agreements are finalized.

\$      1.5      \$      -

Expenses are \$0.5M higher than planned due to unbudgeted expenses from contracted services from AUA which are also due to the transition of the OIA line of business which will move to the university in the second quarter of the fiscal year instead of the first quarter as initially planned.

\$      (0.5)      \$      0.0

**FIU Research Foundation Variance: Revenues \$0.0M, Expenses \$0.0M**

Operating revenues are on target.

\$      -      \$      0.0

Operating expenses are \$5K higher budget due to earlier than anticipated accounting service charges.

\$      -      \$      (0.0)

**Interfund Adjustments Variance: Revenues (\$0.4M), Expenses \$0.4M**

Earlier than planned receipt of financial aid funds by Intercollegiate Athletics.

\$      -      \$      (0.4)

Earlier than planned expenditure of financial aid funds for Intercollegiate Athletics.

\$      -      \$      0.4

**Net Investment Returns: (\$42.1M)**

University Treasury investments fiscal year-to-date returns are (2.0%) or (\$10.1M). Net investment revenues of (\$10.4M) — comprised of \$1.2M of realized investment earnings, (\$11.3M) of unrealized losses, and Treasury operating expenses of \$0.2M — are \$13.5M below plan. Additionally, investment income and unrealized gains in [Contracts & Grants](#), related to a National Institutes of Health grant invested as an endowment with the Foundation have estimated returns of (3.7%) and are \$0.4M below target.

Foundation investments fiscal year-to-date returns are at (5.9%) or (\$22.2M), generating an unfavorable variance of \$28.3M. Investment returns for the full fiscal year were budgeted at 6.0%, or \$24.2M.

**Principal Payments of Debt: \$0.0M**

Principal payments of debt are on target.

\$      -      \$      -

**Notes:**

- <sup>1</sup> *The financials presented above reflect the state budgeting methodology which differs from full accrual financial statements. The following have the most significant impact:*
- *Depreciation of Assets: For budgeting purposes equipment purchases are fully expensed in their acquisition year, therefore depreciation is not included in the budget.*
  - *Unrealized gains and losses: The investment gains / losses are recognized as revenues in the budget however GASB accounting principles require that it be recorded as a non-operating revenue / expense.*
- <sup>2</sup> *E&G revenues include State Funding and Tuition and are net of waivers, uncollectible amounts and 30% Financial Aid need-based amounts per Florida Board of Governors (BOG) regulation. Any differences between E&G Revenues and Expenses will be funded from prior year balances carried forward.*
- <sup>3</sup> *Interfund transfers have been included resulting in higher revenues and expenses by fund allowing for an individual fund performance analysis. The interfund adjustments eliminate this double counting. However, interfund transactions such as tuition funded by scholarships and auxiliary services provided to other units have not been eliminated. Since revenues and expenses are equal, the interfund adjustments are the same for both.*
- <sup>4</sup> *Principal payment of debt reflected above per Florida Board of Governors (BOG) requirement that debt service payments be shown on a cash basis.*



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**December 6, 2022**

**Reports** *(For Information Only – no action required)*

Scott Carr, Athletic Director

**Fundraising Report**

<b>FIU Foundation, Inc.</b> <b>Unaudited Preliminary Recap</b> <b>Through the Period Ended September 30, 2022 (in thousands)</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
Revenues	\$430	\$519	\$89

- Favorable variance YTD due to unbudgeted donations for Athletic Director Priority fund, due to fundraising efforts by the Athletics Director and Chief Development Officer. *(200K EDR International)*

**Athletics Finance Corporation**

<b>FIU Athletics Finance Corporation</b> <b>Unaudited Preliminary Recap</b> <b>Through the Period Ended September 30, 2022 (in thousands)</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
Revenues	\$748	\$660	\$(88)
Expenses	\$746	\$776	(\$30)

- Unfavorable revenues mostly due to only one FIU home football game in the month of September represented in the first quarter.
- Higher expenses as a result of investment in maintenance and refresh of stadium, including stadium club upgrade.
- No foreseen issues with meeting the debt service covenant requirement for June 30, 2023.

**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**Business Services Report as of September 30, 2022**

**HIGHLIGHTS AND NEW SERVICES**

This Fall, we introduced a new dining concept that replaced the vacated retail pizza location in PG5, the very first Auntie Anne's Cinnabon mixed use concept on a college campus. The brand also opened a kiosk closer to the center of campus inside the ground floor of the Green Library. The August 15, 2022 soft opening was very well received and included food samples for guests and a ribbon cutting to introduce the new dining location.



As a result of a partnership between StartUP FIU, The Office of Business Services and Chartwells Foodservice, two local restaurant owners were given the opportunity to open new locations at FIU.

Yall Foods opened on the second floor of the Engineering Center (EC) this fall. Chef Ivo's new concept has been well-received by the EC community as it provides a hybrid between fast food and restaurant-style food selections with over 50 to 60 options using a sous vide cooking method. The menu items are healthy and sustainable, and the innovative cooking style is the perfect fit for EC.



Also in partnership between Chartwells and FIU StartUp Food program, Cabana by Chef Jodhan opened in the Graham Center (GC) as a relaunch and rebrand of the original Cabana. It maintains the Caribbean cuisine-style concept and boasts the authentic foods and taste of the Caribbean with curry and jerk dishes as well as popular homemade rum cake.



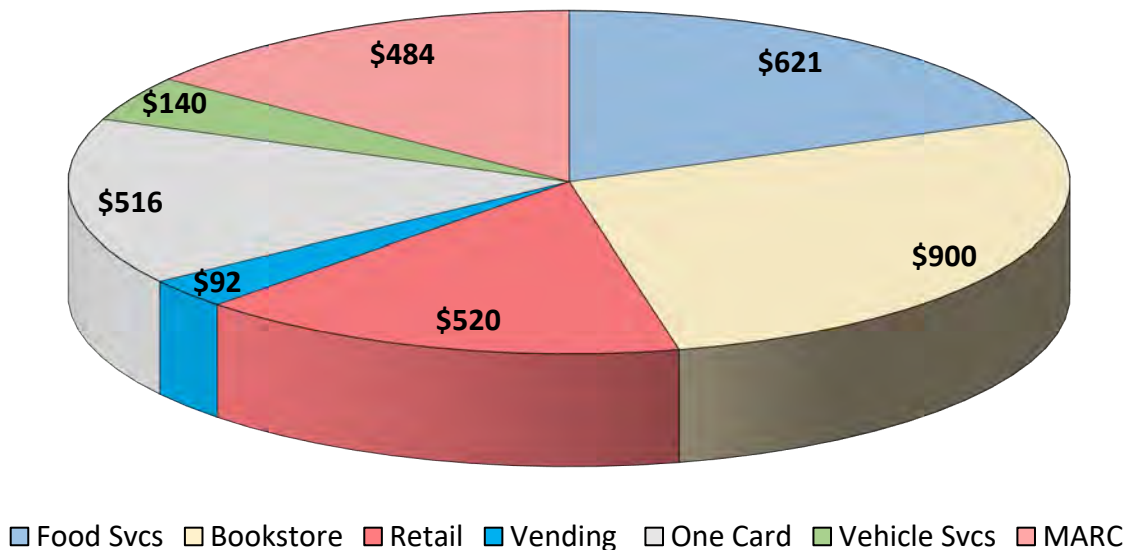
## Retail Banking

Wells Fargo Bank, NA was awarded the FIU retail banking and ATM debit card services. Negotiations are ongoing, this will be a new five-year agreement for retail banking on campus that includes linking debit accounts to the FIU One Card, ATM locations across the Modesto A. Maidique Campus (MMC) and Biscayne Bay Campus (BBC) and a retail branch in PG 1 (Gold garage) at MMC. Office of Business Services and Office of General Counsel are in the final stages of completing the contractual language for each agreement.

## QUICK FACTS

OBS oversees 60 food and retail venues, beverage, and snack vending, FIU One Card program, fleet services, multi-use facilities, property management and advertising. Detailed information for all services, including hours of operation, may be found at [shop.fiu.edu](http://shop.fiu.edu) and on the FIU Mobile App under the “Places” link.

**Operating Revenues by Business Segment \$3.3M**  
through Sept. 30, 2022 (in \$000s)



**Revenue:** Through the first quarter ended September 30, 2022, OBS managed sales operations of \$13.9M, representing \$3.3M in revenue and support to FIU.

## FOOD SERVICES

Food Services sales of \$5.70M generated \$621K in revenue and support to FIU. Chartwells and Preferred Caterers revenue continue to exceed plan. Vicky Café fell behind plan due to an unbudgeted closure for the month of July as it was closed over the summer and opened at the beginning of Fall 2022.

Our resident dining hall, 8<sup>th</sup> St Campus Kitchen has undergone some updates including the addition of a biweekly pop-up ice cream toppings bar, clings, callout cards, and menu boards for stations. In the future, 8<sup>th</sup> St Campus Kitchen will undergo further enhancements.

A constant goal for Panther Dining is to continue to drive awareness of Grubhub Mobile Ordering among the FIU Community. FIU has been recognized as a top campus for freshmen registrations this summer with 900 new users on the app. The “Food For Thought” campus newsletter will highlight the strategies implemented that made this achievement possible.

<b>Yall Foods</b>	Soft Opening at the Engineering Center on August 15, 2022 followed by Grand Opening on August 22, 2022. Yall serves healthy, international cuisine using an innovative sous vide cooking method.
<b>Food Truck Tuesdays</b>	Officially back in September, featuring the Salty Donut, Bun-Me, Tropical Oasis, 3 Island G’s, and Reggae Beets. Food Truck Tuesdays runs from 11:00 AM through 3:00 PM at the Deuxieme Maison Patio in MMC.
<b>BBC Dining</b>	Lecture series will be returning. Floor decals have been put in place around the campus to instruct students, faculty, and visitors on where to eat.
<b>Tabling Events</b>	As an introduction to students on move-in day, Chartwells served snow cones and handed out information on meal plans and Grubhub mobile app pickup/delivery options.
<b>8<sup>th</sup> Street Campus Kitchen</b>	Tours were held on week of welcome in order to share food samples and information on meal plans and Grubhub.
<b>Panhellenic Council Mixer</b>	As a part of our Chili’s programming, the Panhellenic Council held a mixer, featuring a DJ and specialty drinks, for sororities before the first football game.
<b>National Coffee Day</b>	Special promotions took place on September 29, 2022 at Starbucks, Crepe King, Café Bustelo, Panera Bread, Dunkin’, Sergio’s, Vicky’s Bakery at BBC, Auntie Anne’s & Cinnabon.



**Wellness and Nutrition**

In July, the team helped create resources for students, planned events for the semester, and focused on sustainability on campus.

**shopFIU MARKETING**

The shopFIU Marketing team worked diligently to help market two new locations:

1. Auntie Anne's/Cinnabon at MMC's PG5
2. Yall foods at the Engineering Center

Through social media and email blasts, the University community was made aware of the new PG5 location. The team also organized a grand opening event that was highly celebrated on social media, further increasing the awareness of the new location.

For Yall foods, the Startup FIU derived concept at EC, the team worked closely with the Engineering Center's leadership to ensure digital and physical marketing assets were in place leading up to the opening of the location. A ribbon cutting is currently being planned through a cross-collaboration with Chartwells, EC leadership, and shopFIU.

This fall, Wells Fargo hosted the second series of their "Money Matters" workshops. These workshops were first held in the Spring with a total of six topics, one topic covered each week. Following each workshop, a survey was sent to participants assessing satisfaction with the workshop as well as opportunities for improvement in future workshops. Insights derived from the post-event surveys informed the marketing strategy for the Fall.

The insights led to a number of changes, including :

- change in the workshop time from 5 PM to 12 PM
- introduction of a zoom option for each session
- more targeted marketing to faculty and staff

As a result, the fall sessions have seen a 60% increase in enrollment. Planning for the Spring 2023 sessions, a cross collaboration between the shopFIU marketing team, FIU Office of Financial Wellness and Wells Fargo team, is already underway.

**CONSTRUCTION UPDATE**

Construction is ongoing at the Riccardo Silva Stadium for the new catering and concessions operations kitchen located at the south entrance. Completion is scheduled for early Spring 2023 and anticipated to be ready for the spring Miami FC soccer season and spring FIU Football events.

## BOOKSTORE

Bookstore sales of \$6.5M generated revenue to FIU comprised of \$900K in commissions and support.

Barnes & Noble and FIU continue to offer the First Day opt-out program, known as the FIU Panther Book Pack. This program provides all undergraduate students the ability to only pay \$20 per credit hour for all their books. The Panther Book Pack translated into savings of over \$6.3M in Fall and Spring to participating students. More importantly, students were ready with their materials on the first day of class.

Semester	Savings	Student Participation
Fall 2021	\$3.32M	51%
Spring 2022	\$2.99M	50%



For more information on the Panther Book Pack program visit:

<https://shop.fiu.edu/bookpack-2>.

## VENDING

Vending sales of \$304K generated commissions and support to FIU of \$92K. Year to date, vending commissions are ahead of plan and prior year by 20% and 29%, respectively.

### **Pepsi Co.**

Over 130 machines across MMC, BBC, and the EC generated vending sales commissions of \$136.5K which are at plan and ahead of prior year. Annual case volume contractual thresholds were not met last year thereby reducing annual pouring rights by -36%. This fiscal year, OBS continues to monitor its annual case volume and anticipate improvements over prior year pouring rights revenues.

### **Right Choice**

Snack vending sales commissions of \$167.5K exceeded plan and prior year by 60% and 40%, respectively. There are over 100 snack vending machines across MMC, BBC, and EC. Solicitation for snack vending services was released in the fourth quarter of this fiscal year and evaluations of proposals are underway.

## RETAIL OPERATIONS and M.A.R.C. BUILDING

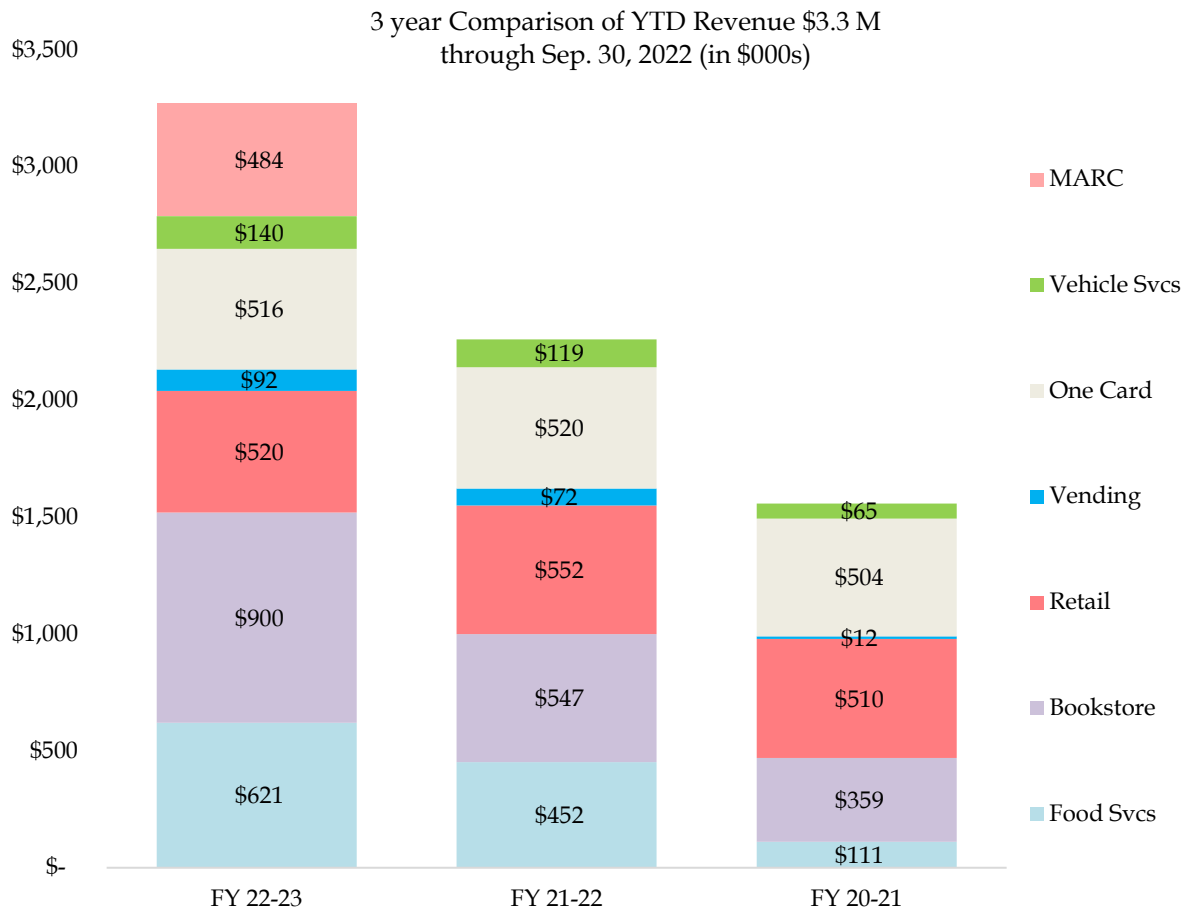
OBS manages 18 internal and external retail operations across MMC and BBC. Retail sales of \$844K generated, commissions and rental income of \$520K, trail plan and the prior year by 7% and 6%, respectively. OBS continues exploring opportunities for expansion in PG-6 and other areas across University campuses.

Effective 06/30/2022, the FIU Foundation donated the M.A.R.C. building and its building reserves to the University and OBS is charged with property management and managing licensing opportunities for this marquis building including the Earlene and Albert Dotson Pavilion. Planned capital projects are underway to improve the the existing second and third floor restrooms as well as sealing and painting of the exterior. Through the first quarter ended September 30, 2022, \$483K of rental income was generated from the M.A.R.C. building.



### 3-YEAR COMPARISON OF YEAR-TO-DATE FIU REVENUE

Through the first quarter ended September 30, 2022, \$13.9M in sales generated revenue and support to FIU of \$3.3M.



\*MARC Building was donated to FIU from the FIU Foundation on June 30, 2022. Fiscal year 2022-23 is the first year of licensing revenue reflected in Business Services Auxiliary.



**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**December 6, 2022**

**EMERGENCY MANAGEMENT STATUS REPORT AS OF OCTOBER 11, 2022**

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**Report** *(For Information Only – no action required)*

**FIU Alert Emergency Notification System Test**

The fall test of FIU Alert was conducted on September 12, 2022. Attached is a summary report.



September 12, 2022

## University-Wide Emergency Notification Test

### Summary Report

#### Department of Emergency Management

#### Test Overview

On September 12, 2022 at approximately 10:00 a.m., the FIU Police Department initiated a university-wide test of FIU Alert, the University's emergency notification system. Voice calls, text messages, voice over internet protocol phones, callboxes, outdoor speakers, FIU email, social media in the form of Facebook and Twitter, electronic message boards, and the main webpage for FIU were utilized to send the FIU Alert. The FIU Alert message that was sent read as follows:

**FIU ALERT! This is a test of the FIU emergency notification system. This is only a test.**

Immediately following the test, an email containing a survey was sent to the FIU community to gauge the effectiveness of the FIU Alert emergency notification system. The results of the survey follow the graphs shown below.

#### FIU Alert Performance Data from AppArmor\*

Sending Status and Performance						
Mechanism	Status	Groups	Recipients	Duration	Rate	Progress
SMS Text Messages	FINISHED	16	52320 of 52320 Phones	3m 13s	272/s	100%
Email Messages	FINISHED	14	167 of 167 Subscribers	1s	167/s	100%
Voice Call	FINISHED	15	52299 of 52299 Phones	5m 20s	164/s	100%
Twitter	FINISHED	1	1 of 1 Handle	1s	1/s	100%
Facebook	FINISHED	1	1 of 1 Post	7s	1/s	100%
RSS	FINISHED	2	1 of 1 Entry	1s	1/s	100%
HTTP Activation	FINISHED	2	2 of 2 URLs	1s	2/s	100%
Website Alerts	FINISHED	1	1 of 1 Recipient	1s	1/s	100%

\*This graph depicts the methods and performance of the message being sent by our vendor, AppArmor.

#### Issues and Solutions

- The message was successfully pushed out by the vendor. However, faculty and staff did not receive the FIU Alert via SMS text or voice calls. There was an issue with FIU's .CSV file that was automatically synced to the AppArmor system. The .CSV file was corrupt as it was uploaded with the code "UTF16LE" instead of "UT-8" via notepad.

- The Department of Emergency Management worked with the Department of Information Technology and AppArmor to troubleshoot and correct the issue. By September 13, 2022, the issue was resolved and the .CVS files are correctly synced to AppArmor. On September 14, 2022, at approximately 7:12 p.m., an FIU Alert was sent to FIU students, faculty, and staff via SMS text, voice calls, and email regarding a Flood Warning. The alert was successful and no issues were identified.

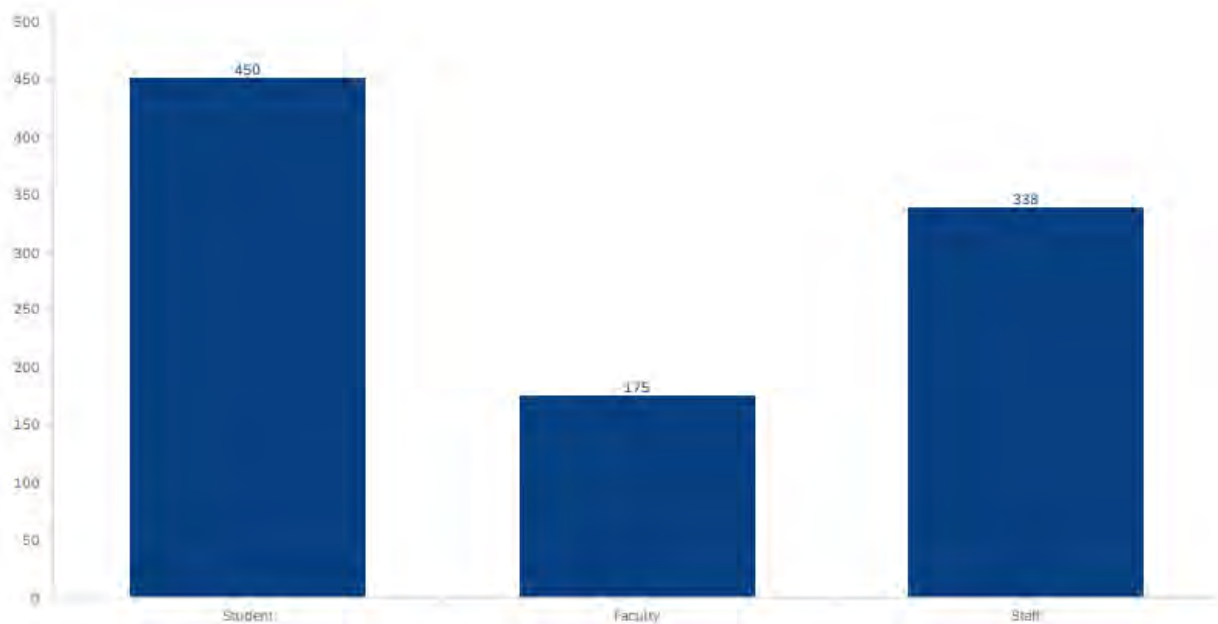
#### Sending Status and Performance

Mechanism	Status	Groups	Recipients	Duration	Rate	Progress
📱 SMS Text Messages	FINISHED	6	55993 of 55993 Phones	3m 20s	280/s	100%
✉ Email Messages	FINISHED	2	2 of 2 Subscribers	1s	2/s	100%
📞 Voice Call	FINISHED	2	55423 of 55423 Phones	5m 33s	167/s	100%

### FIU Qualtrics Survey Results:

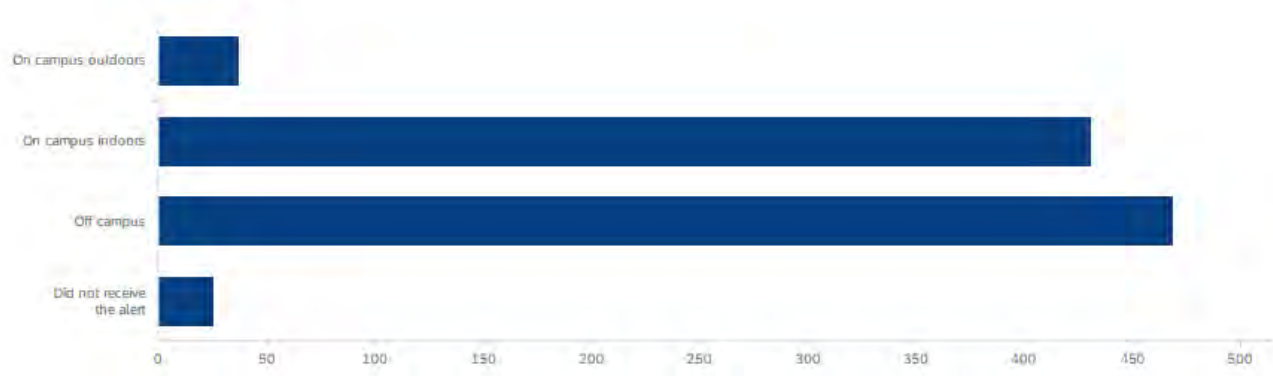
Total respondents to survey: 963

#### 1 - What best describes your affiliation to Florida International University?



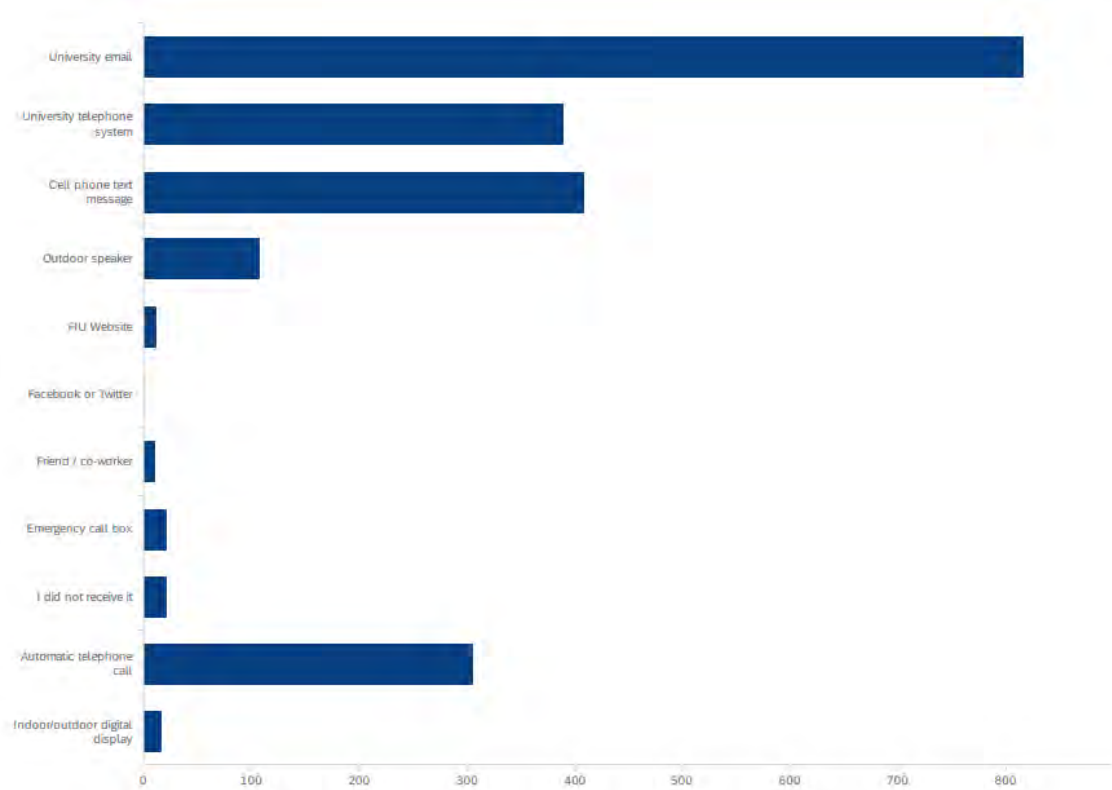
#	Field	Choice Count
1	Student	46.73% 450
2	Faculty	18.17% 175
3	Staff	35.10% 338
		963

2 - On September 12, 2022 at 10:00 a.m., the University conducted a University-wide test of the FIU Alert emergency notification system. Where were you located when the test alert was sent out?

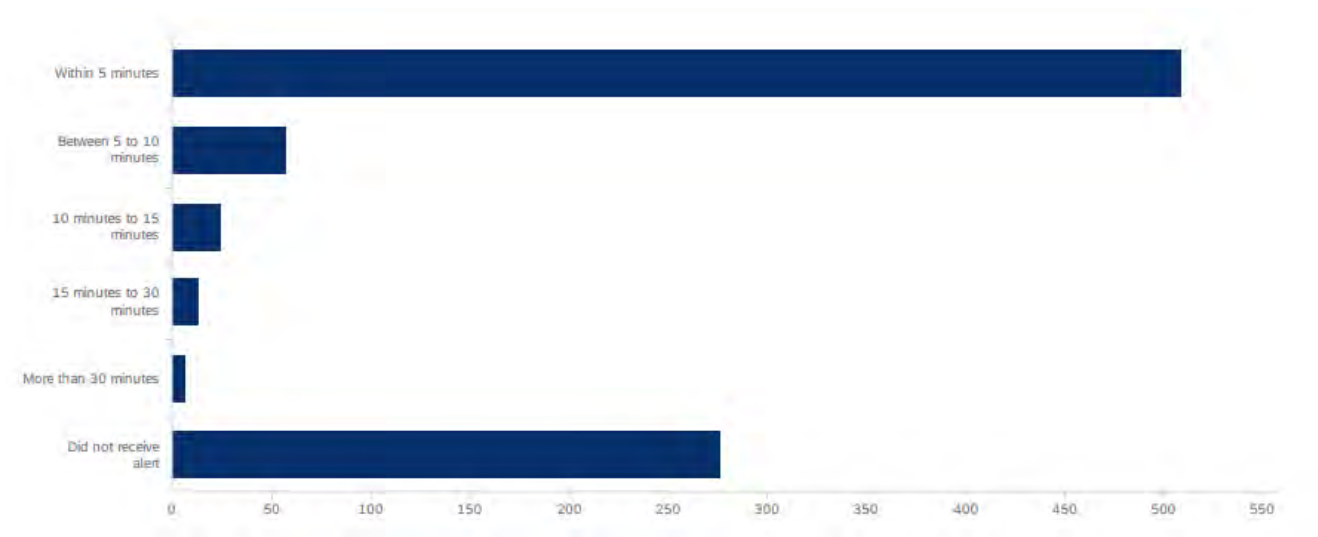


#	Field	Choice Count
1	On campus outdoors	3.85% 37
2	On campus indoors	44.80% 431
3	Off campus	48.75% 469
4	Did not receive the alert	2.60% 25
		962

3 - How did you receive the test message? (Mark all that apply)

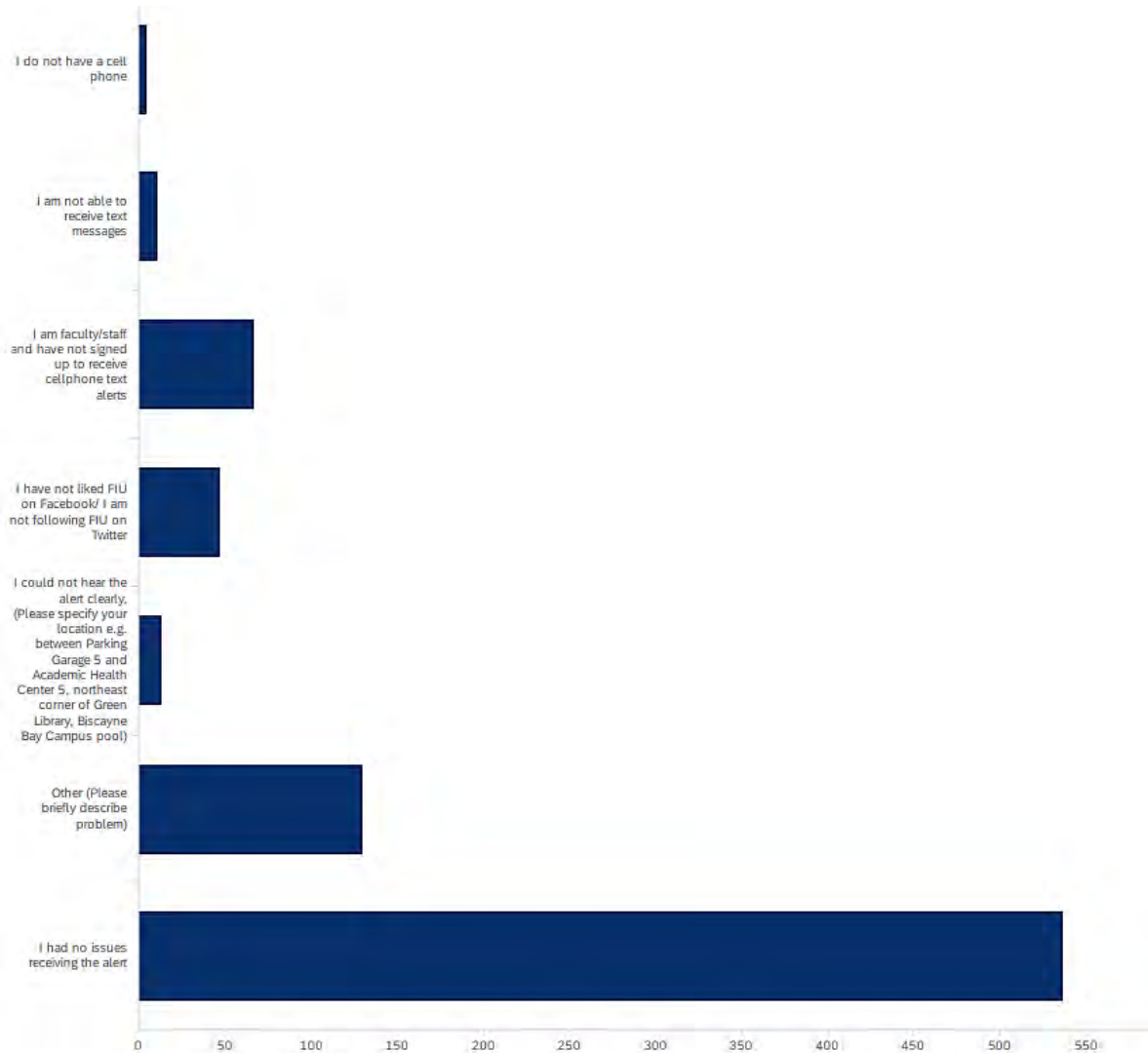


#### 4 - If you did receive the cell phone text message, how long after 10:00 a.m. did you receive the message?



#	Field	Choice Count
1	Within 5 minutes	57.51% 509
2	Between 5 to 10 minutes	6.44% 57
3	10 minutes to 15 minutes	2.71% 24
4	15 minutes to 30 minutes	1.47% 13
5	More than 30 minutes	0.68% 6
6	Did not receive alert	31.19% 276
		885

## 5 - If you had difficulties receiving the alert, which best describes why? (Mark all that apply)



#	Field	Choice Count
1	I do not have a cell phone	0.49% 4
2	I am not able to receive text messages	1.36% 11
3	I am faculty/staff and have not signed up to receive cellphone text alerts	8.28% 67
4	I have not liked FIU on Facebook/ I am not following FIU on Twitter	5.81% 47
5	I could not hear the alert clearly, (Please specify your location e.g. between Parking Garage 5 and Academic Health Center 5, northeast corner of Green Library, Biscayne Bay Campus pool)	1.61% 13
6	Other (Please briefly describe problem)	16.07% 130
7	I had no issues receiving the alert	66.38% 537
		809

### **Sample responses for “Other (Please briefly describe the problem)”**

*“I just didn't get the alert on Tuesday. I did get an alert on my cell on Wed. regarding the flash floods though.”*

*“No notices sent to me via cell phone this time.”*

*“In my office, sometimes I lose signal and am unable to receive phone calls and text messages.”*

*“I am signed up for text/phone alerts and have received them in the past. I did not receive them this time.”*

*“I heard the alert, but perhaps if there was more noise or my office was closed, I may have not heard it that well.”*

*“The voice was not clear so I could not understand what the alert is about. When, I got closer within 10 feet from the announcement point then I could hear it properly.”*

*“I did not receive a text message or phone call to my cell phone. At FIU at I-75, we have an 'outdoor' speaker that broadcasts the emergency test message. The survey only has a choice for 'indoor' speaker.”*

*“In the past, I have received the alert via phone call on my cell phone and text message (I double checked and did receive an emergency alert on June 19, 2022, for example. I do not know why I did not receive the alert on my cell phone.”*

### **6 - Please briefly describe any other problems or suggestions regarding the FIU Alert emergency notification system:**

*“No problems :) Was teaching a class when the classroom's phone alert went off, very audible and clear.”*

*“The outdoor notification system continue for much longer than necessary for a test. I am located in DM facing toward SIPA; I don't know where I was hearing it from.”*

*“At FIU at I75 we don't seem to have gotten an alert on the Media Walls or one emergency phone in Room 330 (9544388698)”*

*“Please make the test shorter!!!! Since many offices are empty due to personnel working remotely or are on travel and the phone speaker in each office is very loud and can be heard in adjacent offices that are occupied. Very annoying to the personnel on campus.”*

*“Texts do not work in AHC Building 4 in certain areas, hot spots but I did receive email and telephone call of alert prior to 5 minutes.”*



## FIU Alert Notifications:

### FIU.edu Homepage Website



## Graham Center Display



## Graham Center Display




## Graham Center Display




Display on 16th Street and 107th Avenue




## Official FIU Facebook Page

 **Page transparency**




Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.


 **FLORIDA INTERNATIONAL UNIVERSITY is responsible for this Page.**

 **Page manager location: United States**


See all

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 **Florida International University**  




2m · 

F I U ALERT! This is a test of the F I U emergency notification system. This is only a test.







[alerts.fiu.edu](https://alerts.fiu.edu)

**Alerts | Florida International University**




 Like  Comment  Share

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 **Florida International University**  

1d · 

FIU is on the rise and the world is taking note! We are



## Official FIU Twitter Page





**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**December 6, 2022**

**FACILITIES AND CONSTRUCTION UPDATE AS OF NOVEMBER 10, 2022**

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**Report** *(For Information Only – no action required)*

**Projects Completed**

None during this reporting period.

**Projects under Construction**

- **Tamiami Hall (formerly Parkview II Housing) (BT-892)** - \$98.5M project consisting of \$91.6M bond proceed and Housing Auxiliary funding for the building, \$3.9M Auxiliary Shared Services Fee for road and utility relocation, and \$3.0M in FY21-22 CITF funding allocated to the Promenade. A/E – Perkins+Will (P+W); CM – Moss & Associates. The project constructed a new 697 private bedroom style residence hall (299,530 gsf) on the Modesto A. Maidique campus (MMC). Beneficial occupancy of the building was achieved on June 7, 2022 with substantial completion of the building on July 2, 2022. A Temporary Certificate of Occupancy for the area north of the promenade is pending installation of exterior light poles, scheduled to ship by the end of December 2022.
- **School of International and Public Affairs (SIPA) Phase II (BT-887)** - \$41.5M project consisting of \$12,701,439 PECO funding, \$15,000,000 private donation, \$5,534,299 FIU Online contribution, \$2M portion of Ferré gift, \$2,298,561 E&G CF, \$250,000 SIPA contribution, and \$1,748,971 in E-Sport contributions (current shortfall: \$1,929,430, after all project contingency is applied, to be raised with additional private donations. This shortfall does not include cost escalation in the construction market.) A/E – Harvard Jolly; CM – Thornton Construction. The project includes classrooms, conference facilities, offices, language and technology labs, negotiation and mediation facilities, experimental teaching space for SIPA, and offices, student technical support spaces, and E-SPORT Gaming for FIU Online. PECO funding for the project was received in June 2017 with the condition that all private funds be expended before any PECO monies. The Green Family Foundation accelerated its \$15M donation, completing the full amount in December 2018. In February 2021, the Ferré Family

Foundation committed to a \$5,500,000 donation to establish the Maurice A. Ferré Institute for Civic Leadership which would include the Maurice A. Ferré Reading Room. \$2.0M of the \$5.5M donation is earmarked for construction. The final program was approved July 24, 2018, for an 84,858 gsf building, encompassing 48,445 gsf of built-out space (57%), including 14,563 gsf for FIU Online, leaving 36,413 gsf of shell space (43%) for future build-out when an additional \$4.95M in private funding was raised. \$1,651,752 in project contingency funding has been applied to build out the fifth floor, leaving only 18,207 gsf of shelled space (22%) and a budget shortfall of \$1,929,430 to build out the remaining shelled spaces. To repeat, the shortfall does not include cost escalation in the construction market. Framing, electrical and plumbing rough-in work continues. Outstanding components of the electrical panels and switchgear arrived July 28, 2022 and permanent power was established October 18, 2022. HVAC startup and conditioned air throughout the building is planned by mid-November 2022. Interior drywall work is progressing with doors, flooring, and millwork to start in early December 2022 pending conditioned air to the spaces. Furniture is expected to arrive mid-January 2023. Site drainage and fire lane underground utilities were installed in August 2022 and fire lane concrete will be placed by end of November 2022. Concrete pavers for remaining portions of the site is scheduled to start the first week of December 2022. The \$1.75M build-out of the E-Sport space is in progress and expected to finish in February 2023. Telecommunications equipment has been ordered and installation will begin in early December 2022 when the building air is conditioned. All media equipment has been ordered with installation projected to start in January 2023 with the exception of the Crestron media control system which won't arrive until September 2023. Electrical infrastructure rework due to a design omission will be required to install electrical submeters, pushing building substantial completion to March 2023. Delivery date: March 2023 for the building with limited media equipment operability. Full media capability by September 2023.

- **International Center for Tropical Botany (ICTB) (BT-914) at The Kampong - \$6.76M** project consisting of \$5.96M in private donations and \$800K in CASE Auxiliary funds. CASE Auxiliary Funds will front \$1.8M in donations including the \$1.0M Millard gift. A/E - MC Harry; CM - Thornton Construction. The project will construct a new 16,553 gsf facility on a site immediately adjacent to the National Tropical Botanical Garden (NTBG) property in Coconut Grove to house educational, lab, and office spaces. The project was delayed for four (4) years as FIU negotiated with the City of Miami and neighbors on the terms of the warrant application and restrictive covenant agreement. One of the concerns with a four (4) year delay is the cost increase to the project. The final GMP from Thornton was incorporated into the contract via amendment on January 22, 2021 for \$5,490,354, approximately \$800K over the original \$4,769,084 construction budget established in April 2017. The current shortfall is \$380K pending resolution of all change orders. Drywall and flooring are complete with interior finish work in progress. Exterior sitework is pending only final

landscaping with final grading complete and the parking lot pavers installed. Façade stonework and metal roofing is complete. The City of Miami dig permit was issued in mid-September to initiate the water conveyance package with MDWASD, and water meters were installed the first week of November 2022. Water service to the building and final inspections are now on the critical path and pushing out substantial completion of the project. Delivery date: November 30, 2022.

- **Engineering Building (Phase I) (BT-919)** - \$64,707,641 project consisting of \$38,907,641 in PECO funding, \$14.8M in unrestricted Treasury Auxiliary funds, \$6.7M in auxiliary and sponsored research, and \$4.3M in E&G Carryforward with another \$15M earmarked for future build-out. A/E - Perkins+Will; CM - DPR Construction. The project is interdisciplinary focused on the nexus of engineering, academic health sciences, computer science and robotics. It will construct a new 120,695 gsf engineering building at MMC that includes classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces. The building will have 40% shell space intended to be built-out with private fundraising and sponsored research grant funding. The advanced schematic design submittal was submitted on January 21, 2022. DPR submitted the advanced schematic design cost projection on April 2, 2022 with a projected construction cost of \$51,598,590, which is \$5.5M over the \$46,088,376 construction budget. On June 16, 2022, the FIU Board of Trustees approved an additional contribution of \$4.3M in E&G Carryforward to the project budget. The remaining \$1.2M shortfall was addressed through reductions in project contingency and furniture and equipment budget line items. Both A/E and CM have also agreed to forego any additional fees. Amendment 1 to the CM agreement was executed on June 20, 2022 allowing DPR to start construction with initial site work before July 1, 2022, and established the GMP at \$51,598,590 for the project. Amendment 2 was executed on September 2, 2022 with Notice-to-Proceed issued September 7, 2022 to allow DPR to execute subcontracts and begin procurement of long-lead materials such as glazing, mechanical and electrical equipment, concrete, masonry, and steel. 100% construction documents were submitted on September 23, 2022 and are under review. The CM is expected to submit their final GMP by November 18, 2022. Site work started the last week of October 2022 with grading and parking bumper removal. Building completion and occupancy: April 2024.
- **Trish and Dan Bell Chapel (BT-927) / East Loop Road Realignment (BT-929)** - \$25.96M combined project budget consisting of \$16.0M in private funds dedicated to the chapel, including an additional \$7M commitment from Trish & Dan Bell. \$2,815,300 in private funds for the chapel have been received to date. FIU Foundation has backed the remaining private funding balance. For the roadway realignment, \$3.44M in unrestricted Treasury Auxiliary Fund balances and \$3.0M in CITF funds have been received to date. FIU is also allocating \$3,519,655 in FY22-23 Deferred Maintenance funding toward the expansion of the chilled water loop. A/E - Gurri



Matute; CM – Moss & Associates. The project will build a multi-faith chapel on MMC on S.W. 14th Street, northwest of the Ronald W. Reagan Presidential House. The chapel will accommodate the plurality of faiths and perspectives at FIU and serve as a multi-faith gathering place for worship, contemplation, spiritual strengthening, and mutual understanding. Initial program requirements are for a 12,659 gsf chapel to hold up to 250 people and include meeting space for students and leaders in FIU's multi-faith community as well as those teaching spiritual/religious subjects. The road portion of the new, combined project will realign part of the loop road to enhance traffic flow and improve turning radii for large vehicles servicing the Graham Center. This project will create a larger available site area east of the Graham Center Ballrooms for expansion of the Graham Center as well as bus and VIP pick up and drop off access during Graham Center events. A 50% construction document submittal for road relocation was received on July 27, 2022. Moss submitted a construction cost estimate based on the 50% road construction documents on September 19, 2022 and a draft agreement amendment accepting the \$8,347,736 cost for the road at 50% CDs is under review. The current project cost projection at 50% construction documents for the road relocation and advance schematic design for a 16,650 gsf building is \$28,545,645 consistent with the FIU Board of Trustees' September approval. Work on the road will commence on November 16, 2022 with closure of the East Loop Road and is expected to last six months. The 100% design development construction cost estimate for the chapel was received from Moss on November 10, 2022 and Gurri Matute expects to deliver 50% construction documents for the chapel by December 14, 2022. Monthly progress meetings with the Bell's continue, providing the design team with valuable guidance and immediate, actionable feedback. Delivery date: February 2024.

- **Riccardo Silva Stadium Kitchen (FM 19-0139)** - \$2,255,073 project consisting of OBS Auxiliary funding. A/E – DP3 Architects; CM – Stobs Construction. The project will construct a new commercial kitchen (1,912 sf) on MMC on the south side of the Riccardo Silva Football Stadium. Building will be a combination of Omni Block and CMU for the walls with steel joist and metal decking as roofing. Building permit was issued on May 5, 2022. Project is 35% complete with building completion projected for February 2023. All kitchen equipment has been ordered and is expected to arrive in February 2023 with the exception of the walk-in coolers that have a delivery of March 2023. Delivery date: March 2023.

### **Projects in Design**

- **CasaCuba (BT-925)** - \$34.3M project (increasing to \$48.8M after including the \$14.5M required maintenance endowment) based on private donations, and other philanthropic sources. To date \$6,909,418 has been raised in cash including a \$750K National Endowment for the Humanities grant, and a \$2M Knight Foundation grant (\$1.2M received to date). Pledges total another \$8,144,780. A/E – Rene Gonzalez &

Associates (RGA); CM – Thornton Construction. The approved building program consists of a 57,876 gsf facility at the SW 16<sup>th</sup> Street entrance to MMC, including 40,400 gsf of auditorium and exhibition space; 5,500 gsf of classrooms; and 12,000 gsf of office, computer, and campus support space. The project will create a dynamic center hosting open lectures, academic conferences, digital exhibits and research presentations, engaging museums, historical societies, and other academic and cultural institutions through meaningful partnerships. CasaCuba will help preserve and showcase FIU’s wealth of Cuba-related intellectual and cultural resources for the benefit of the community, with a special emphasis on sharing and expanding its notable Cuba Collections. RGA completed advanced schematic design on July 28, 2022 and was authorized to proceed into design development. Thornton Construction provided an advanced schematic design construction cost estimate of \$30,227,554, yielding a total estimated project cost of \$42,298,970 which includes \$617K in design fees for additional exhibition, acoustic, lighting, and other consultants. The project is currently \$8,020,970 over budget. Efforts to bring the project within budget will continue during the design development phase. A 50% design development progress set was submitted on September 30, 2022 and is under review. Delivery date for 100% Design Development drawings: February 2023.

- **University City Prosperity Project (UCPP) (BT-904)** - \$14.9M TIGER Grant project budget; multiple funding sources. A/E – BCC Engineering; Builder – TBD. All work necessary to close the open water and sewer permits is complete, including bacteriological testing of the water line. DERM certification of the sanitary line was received on October 17, 2022. WASD final inspection and permit close-out is now pending only Department of Health certification of the water line, which has been processed and is awaiting an asbestos test to be scheduled through MCM. BCC was released to start design of the new bridge on April 7, 2021 and the 60% design submittal was received on March 7, 2022. The 60% design submittal cost estimate was submitted on April 29, 2022 for \$16.4M, roughly \$4.6M over the 30% design estimate primarily due to material cost escalation in the current construction market. The 90% design submittal was received on August 12, 2022 and review comments were submitted to BCC. The 90% design construction cost estimate from BCC is anticipated in November and the 100% construction document submittal is scheduled for December 15, 2022. FDOT anticipates the project will be \$5M - \$7M over its construction budget. A strategy to reduce the project scope to the bridge only with plazas and landscaping as bid alternates is under consideration while FDOT locates additional sources of funding. Construction of the new bridge is projected to start in early 2024 and finish in 2026.
- **College of Arts, Sciences & Education (CASE) Renovation (BT-931)** - \$7.15M PECO funded project budget, \$5,844,436 authorized from General Revenue funding. A/E – Rodriguez Architects, Inc.; CM – Thornton Construction. The 30-year-old 61,783 square foot Computing, Arts, Science and Education (CASE) building consists of

seven (7) classrooms, seven (7) teaching labs, 61 research labs and 144 offices. Recent assessment reports indicate that repair and replacement of deteriorated building enclosure components, windows, doors, and louvers are critically needed. Replacement of the deteriorating central air conditioning system is crucial for a healthy indoor environment and to control energy costs. Replacement of the building's emergency generator system is required so that telecommunications equipment housed in the CASE building and feeding the nearby University Police and Emergency Operation Center can be maintained during and after a hurricane. 50% construction documents from Rodriguez Architects were received August 29, 2022. Separating less critical portions of the HVAC work as alternate scopes of work and funding the generator using Deferred Maintenance funding, the construction manager's preliminary cost estimate for construction at design development was \$6,175,956, approximately \$350K over the program construction budget. 100% construction documents were received October 14, 2022 and are under review. Options to bring the project within budget and include the full HVAC scope continue to be explored. Delivery date: June 2024.

- **Primera Casa Hardening Project (FM 18-0351)** - \$3,618,929 project consisting of a \$2,714,197 FEMA Hazard Mitigation Grant (HMGP) award and \$904,732 FIU Board of Trustees Carryforward Reserve funding as cost share. A/E - Salz Michelson Architects; CM - Stobs Brothers Construction. The project will replace 17,350 SF of windows and 200 SF of doors and louvers at PC with current code-compliant, impact resistant assemblies. The project will also harden the existing roof by replacing 2,450 LF of edge nailers and flashing, 2,689 SF of roofing, doors, and skylights on four (4) stairwell roof enclosures, and replace 2,800 LF of lightning protection on the roof parapet. Existing rooftop HVAC equipment will also be reinforced with new tie-down cables. FIU has been awarded the grant and has signed the Federally Funded Subaward and Grant Agreement from the Florida Division of Emergency Management (FDEM). Requirements of the grant agreement allow for a qualifications-based competitive selection of the architect but require a low-bid competitive selection of the builder. However, federal procurement regulations allow state-entities to use their own procurement processes. FIU's General Counsel has determined FIU is free to follow its qualifications-based competitive selection process for Construction Managers. Stobs Brothers Construction, one of FIU's continuing service construction managers, has been selected as the construction manager. The architect submitted 100% construction documents on July 27, 2022. The initial GMP was received on August 18, 2022 for \$3,428,400 with much of the HVAC scope broken-out as alternate bid items in an attempt to reduce cost. The current GMP, including all of the approved scope of work, was received on September 30, 2022 for \$3,804,150. The grant and scope of work were established several years before construction cost increases hit the market requiring an increase to the budget and schedule extension. The new proposed project budget is \$4,541,676 which reflects current material costs and a 5% contingency for future cost escalation during the project. A formal request

for a \$922,747 budget increase and 12-month schedule extension was submitted to FDEM on October 4, 2022 and is under review. Delivery date: Per the FDEM agreement, the project must achieve final completion when the period of performance ends September 30, 2023. The new final completion date would be September 30, 2024 if approved.

### **Projects in Planning Stage**

- **Hotel, Conference and Alumni Center** – Public-Private Partnership (P3) project. Developer/Operator – Concord Benchmark, LLC; Architect – Rabun Architects; CM – Moss Construction. With the successful finalization of development, operating and sublease agreements and BTITF approval, FIU executed the contractual documents on August 12, 2021 beginning the developer’s due diligence period. On October 21, 2021, FIU approved the developer’s request to extend the due diligence period until January 10, 2022. The financing period started January 11, 2022 and was scheduled to end on February 9, 2022, to be followed by the design phase. On January 7, 2022, the developer requested another extension of the financing period until June 30, 2022 due to disruptions in financial investor markets and continued construction market volatility. As of July 1, 2022 the developer is progressing through the design and permitting phase and is expected to complete design by the end of calendar year 2022. The developer is also exploring financing options. Delivery date: August 2024. *(No change from previous report).*
- **Graham Center Expansion (BT-921)** - \$35.9M CITF funded project. A/E – TBD; CM – TBD. The project initially envisioned a 69,400 gsf expansion, increasing the current ballroom footprint and adding breakout rooms, green rooms, lounges, and storage space. The highlight was to be a new and larger grand ballroom facility to meet current and projected needs. To date, \$23,900,295 in CITF funding has been received, including the entire FY20-21 CITF funding allocation of \$7,002,807, \$500K of the FY21-22 CITF, and \$96,099 in FY22-23 CITF. The coronavirus pandemic, however, triggered a reconsideration of the program and a reassessment of the most effective use of CITF funds. Delivery date: TBD. *(No change from previous report).*

*Encls: New Minor Projects established 8/1/2022 – 10/31/2022  
New Project Change Orders established 8/1/2022 – 10/31/2022*

## FM New Minor Projects over \$500,000 established 8/1/2022 through 10/31/2022 ( a )

**Purpose: Information to BOT**

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
1	180225	MMC Tennis Courts Renovations	Athletics	5/23/2019	MC Harry	Stonehenge Construction	\$ 1,541,862.33	Auxiliary
2	BT 936	SANE Exam Center (Sexual Assault Nurse Examiner Center)	CNHS	9/30/2022	Miller Legg	TBD	\$ 500,000.00	2023 PECO
3	220505	Doral Property Soil Removal	FIU Foundation	10/11/2022	Langan Engineering	DPS - Diversified Professional Services	\$ 1,396,068.19	FIU Foundation
4	220119	OE Bldg HVAC Distribution & Controls Upgrades	FMD	11/4/2021	SGM Engineering	Johnson Controls Inc.	\$ 3,858,641.09	HEERF
5	220121	BBC HM Bldg Interior AHUs Replacement	FMD	11/4/2021	SGM Engineering	Johnson Controls Inc.	\$ 4,369,158.52	HEERF
6	211004	WPAC Bldg HVAC Controls Conversion	FMD	11/4/2021	SGM Engineering	Link Construction	\$ 4,591,247.97	HEERF
7	220625	FIU Arena Interior Lighting/Emergency Lighting	FMD	9/30/2022	SGM Engineering	TBD	\$ 500,000.00	ARP, Coronavirus State Fiscal Recovery Fund
8	220701	OE 295 Lab Renovations	Academic Affairs	9/30/2022	Gurri Matute	TBD	\$ 1,000,000.00	ARP, Coronavirus State Fiscal Recovery Fund
9	FMD WO	MMC Building Access Modernization	FMD	9/30/2022	TBD	TBD	\$ 1,000,000.00	ARP, Coronavirus State Fiscal Recovery Fund
10	220624	Wolfsonian Annex Windows & Building Envelope	FMD	9/30/2022	Thornton Tomasetti & VIA Design Studio	TBD	\$ 1,500,000.00	ARP, Coronavirus State Fiscal Recovery Fund
11	190734	BBC KCC Bldg Envelope Repairs & Roof Replacement	FMD	9/30/2022	TBD	TBD	\$ 2,000,000.00	ARP, Coronavirus State Fiscal Recovery Fund
12	181112	PC Building Power Distribution	FMD	9/30/2022	SGM Engineering	TBD	\$ 1,500,000.00	ARP, Coronavirus State Fiscal Recovery Fund
13	220613	Green Library Restroom Renovations Floors 4 through 8	FMD	9/30/2022	VIA Design Studio	TBD	\$ 4,000,000.00	ARP, Coronavirus State Fiscal Recovery Fund
14	220629	BBC Central Utilities Roof, Walkway & Lighting	FMD	9/30/2022	TBD	TBD	\$ 500,000.00	ARP, Coronavirus State Fiscal Recovery Fund
15	220714	BBC AC1 Building Roof Replacement	FMD	9/30/2022	TBD	TBD	\$ 800,000.00	ARP, Coronavirus State Fiscal Recovery Fund

## FM New Minor Projects over \$500,000 established 8/1/2022 through 10/31/2022 ( a )

**Purpose: Information to BOT**

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
16	220615	EC & OU Buildings Emergency Power	FMD	9/30/2022	SGM Engineering	TBD	\$ 1,100,000.00	ARP, Coronavirus State Fiscal Recovery Fund
17	220614	BBC AC1 Bldg HVAC Distribution Systems Replacement	FMD	9/30/2022	SGM Engineering	TBD	\$ 2,000,000.00	ARP, Coronavirus State Fiscal Recovery Fund
18	190706	OE Building Restroom Renovations	FMD	9/30/2022	Berenblum Busch	TBD	\$ 1,500,000.00	ARP, Coronavirus State Fiscal Recovery Fund
19	220705	DM Bldg Exterior Doors & Windows Replacement	FMD	9/30/2022	MC Harry	TBD	\$ 1,600,000.00	ARP, Coronavirus State Fiscal Recovery Fund
20	170741	BBC AC1 Bldg Exterior Doors & Windows Replacement	FMD	9/30/2022	SGM Engineering & Alleguez	TBD	\$ 2,000,000.00	ARP, Coronavirus State Fiscal Recovery Fund
21	181015	BBC AC2 Bldg Exterior Doors & Windows Replacement	FMD	9/30/2022	MC Harry	TBD	\$ 1,500,000.00	ARP, Coronavirus State Fiscal Recovery Fund
22	220623	CASE Bldg Elevators Renewal	FMD	9/30/2022	SGM Engineering	TBD	\$ 1,200,000.00	ARP, Coronavirus State Fiscal Recovery Fund
23	220636	AHC4/OE/CP Bldgs Loading Dock Service Road	FMD	9/30/2022	Metric Engineering	TBD	\$ 750,000.00	ARP, Coronavirus State Fiscal Recovery Fund
							<b>\$ 40,706,978.10</b>	

( a ) "Established" is defined as funded or contracted for design and/or construction during the reporting period.





## FM Change Orders over \$50K 8/1/2022 through 10/31/22 ( a )

Purpose: Information to BOT

	BT/FM#	Project	Vendor	Contract No.	Original Contract Amount ( b )	Current Contract Amount ( b )	CO#	Date Approved	Change Order Amount	Description	Funding Source
1	201107	CTS 3rd Floor Lab Renovations	DPR Construction	460	\$ 1,612,500.77	\$ 1,781,856.28	10	8/2/2022	\$ 169,355.51	Renovations and environment conversion to accommodate new Autoclave and Glasswasher in Lab 368.	Auxiliary
2	191018	CP HVAC Renovations	Stobs Bros Construction	469	\$ 3,426,136.03	\$ 3,629,092.53	7	8/10/2022	\$ 202,956.50	Replace Air Valve Ductwork that has failed from corrosion (unforeseen condition in inaccessible areas prior to construction) and change dampers from variable frequency drive to bypass.	E&G CF
3	210520	FIU DC Office Renovations	Hyperquake	466	\$ 181,560.00	\$ 243,610.00	2	8/29/2022	\$ 62,050.00	Credit of 118 hours from Phase II (\$20,060.00) and increase to provide creative consultation to assure a design aesthetic consistent with the DC Experience for Phase III \$82,110.00.	Auxiliary
4	180225	MMC Tennis Courts Renovations	Stonehenge Construction	477	\$ 714,395.94	\$ 1,337,378.65	4	8/30/2022	\$ 622,982.71	All necessary for the installation and operation of a new scoreboard.	Auxiliary
5	190139	FIU Stadium Kitchen	Stobs Bros Construction	495	\$ 1,416,054.52	\$ 1,883,865.30	2	10/12/2022	\$ 467,810.78	After the GMP was awarded, Chartwells requested Stobs to purchase the Singer Kitchen Equipment. CO#2 includes the installation of a mop sink and misc. HVAC connections.	Auxiliary
6	220119	OE HVAC Renovations	Johnson Controls Inc.	512	\$ 2,926,971.00	\$ 3,285,771.00	1	10/19/2022	\$ 358,800.00	Provide new exhaust ductwork in Rooms 117, 118, 120 & 123. Provide new supply air ductwork & diffusers in Room 269. Demolish existing electric duct heater & provide new hot water reheat coil w/thermostat in Room 309. Provide new electrical infrastructure for new VAVs and air valves. Provide electrical service and controls for new EF-107 provided by others.	HEERF Grant
7	210527	CTS 2nd Floor Lab Renovations	DPR Construction	475	\$ 2,058,788.80	\$ 2,115,051.29	7	10/27/2022	\$ 56,262.49	Provide and install added ductwork in NWR 256. Furnish new plumbing fixtures for open Labs (domestic water, DI and eyewashes).	Auxiliary
									<b>\$ 1,940,217.99</b>		

( a ) Change orders over \$50,000 on minor projects and change orders over 5% of authorized budget for major projects.

( b ) Values reflect contract amounts, not full project cost.



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**December 6, 2022**

**SAFETY AND ENVIRONMENTAL COMPLIANCE REPORT AS OF OCTOBER 26, 2022**

**Report** *(For Information Only – no action required)*

**Item #1 Air Emissions Permit Inspection**

**Agency:** Miami-Dade Regulatory and Economics Resources (RER)

On October 4, 2022, Miami-Dade RER performed an inspection of the FIU Air Permit consisting of 22 diesel tanks. In preparation for this inspection EH&S conducted a spill assessment and all actions identified were completed prior the inspection. All tanks were inspected.

**Findings:** EH&S is currently awaiting the final report from RER. EH&S will work with Facilities Management and Vehicle Services to address any findings identified in a timely matter.

**Item #2 Fats, Oils, and Grease Trap Permit Inspection**

**Agency:** Miami-Dade Regulatory and Economics Resources (RER)

On October 6, 11, and 13, 2022, Miami-Dade RER performed inspections of the FIU Fats, Oil and Grease permit (FOG) with focus on all restaurants and commercial kitchens at the Modesto A. Maidique Campus (MMC). The goal of the inspection was to review regular permit compliance and to issue permit notices to all restaurants and commercial kitchens to obtain their own FOG operational permit. FIU currently has a single permit for MMC with all restaurants and commercial kitchens under it.

**Findings:** Permit notices will be issued to all restaurants and commercial kitchens. It is expected that each permit notice may have specific requirements. EH&S will work with the responsible parties to ensure compliance of this new requirement. EH&S is currently awaiting the RER permit notices and final report.



### Item #3 Pollution Prevention Field Notice

**Agency:** Miami-Dade Regulatory and Economics Resources (RER)

On October 7, 2022, Miami-Dade RER performed an inspection of the FIU W-2 landscape debris compound and issued a Pollution Prevention Field Notice with the description as follows:

*“Dumped pile of grounds keeping debris and solid waste causing sanitary nuisance. Debris must be removed, and area cleaned”  
- 14 days to correct.*

**Findings:** Debris and solid waste causing sanitary nuisance. Facilities and FIU Grounds are working on resolving the field notice within the required time frame.

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
December 6, 2022

**TREASURY REPORT** (For quarter ending September 30, 2022)

**Report** (For Information Only – no action required)

**OVERVIEW**

The University's total liquidity position of \$543.3 million was 3.0 times the University's debt position of \$180.5 million at the end of FY 2023 1Q. Including direct support organization ("DSO") debt, the liquidity to total debt ratio was 2.7 times. These results are lower compared to the end of FY 2022 1Q, where the liquidity to University debt and the liquidity to total debt ratios were 3.2 times and 2.8 times, respectively. The lower ratio was driven by a decrease in the liquidity position.

**LIQUIDITY**

**Real Days Payable**

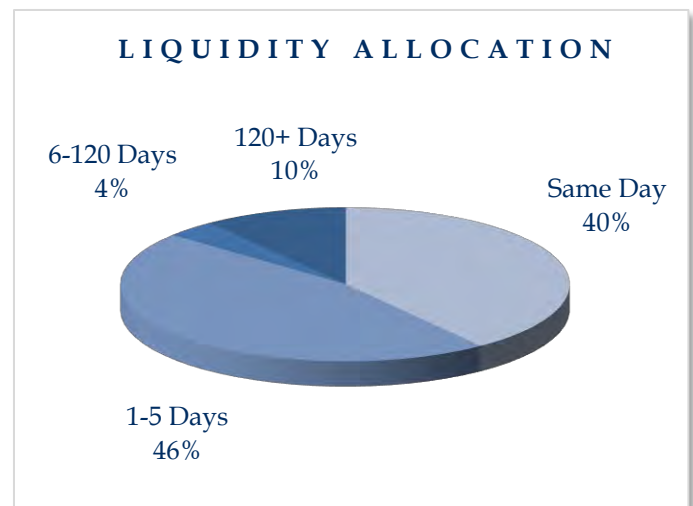
At the end of FY 2023 1Q, \$467.6 million, or 86.1 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). At the end of FYTD 2023 1Q, the University had 84 real days payable<sup>1</sup> ("RDP") versus 86 RDP at the end of FYTD 2022 1Q. The decrease in RDP was due to the reduction in investments over the previous year.

**Sources**

The University started the fiscal year with \$236.9 million in cash balances<sup>2</sup>. Total FYTD 2023 1Q inflows (state and operational) were \$404.8 million as compared to 437.5 million for FYTD 2022 1Q. On average, \$6.1 million flowed into the University each business day in FYTD 2023 1Q and \$6.6 million in FYTD 2022Q. The decrease is due to a reduction in HEERF fund receipts from the prior year.

**Uses**

FYTD 2023 1Q, the University used \$365.6 million as compared to \$379.9 million in the same period last fiscal year. The FYTD 2023 1Q velocity cash outflow was \$5.5 million per day and \$5.8 million in FYTD 2022 1Q. The University ended FY 2023 1Q with \$276.1 million in cash balances.



<sup>1</sup> Real Days Payable represents the available balance of liquid funds divided by the average cash outflows of the University. The calculation uses the available balance in the University's bank accounts plus the market value of investments that are accessible within five business days as its balance of liquid funds.

<sup>2</sup> Cash includes Working Capital Pool assets and cash balances in the concentration bank account.

## Stress Tests/Performance Simulations

The University Office of the Treasurer (“Treasury”) analyzes the effect of negative market performance on its liquidity position through both value-at-risk (VAR) analysis and Monte Carlo simulation analyses.

VAR analysis, completed quarterly, estimates the maximum potential loss during a specific time at a given level of confidence. VAR uses the historical behavior of each asset class over various time horizons (five years, ten years, full history). Our VAR analysis predicts that there is a five percent probability that the portfolio (as of the FYTD 2023 1Q ending balance) could have unrealized losses of up to \$12.1 million and one percent probability of up to \$23.7 million of unrealized losses within a twelve-month period.

The University conducts monthly performance simulations of the portfolio under various market scenarios. At the end of FY 2023 1Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$3.4 million (0.6 percent) unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 80.2 percent, or \$441.0 million, of the total current available cash and investment balances. RDP would fall to 80 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a -\$9.8 million (-1.9 percent) unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease slightly to \$466.3 million or 89.1 percent of the total current available cash and investment balances. RDP would be 84 days based on fiscal year outflows in this stress scenario.

A scenario similar to the 2013 Federal Reserve “Taper Tantrum” would result in a -\$7.4 million (-1.4 percent) unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$413.4 million or 78.2 percent of the total current available balances. RDP would drop to 75 days.

## Forecast and Budget

Actual balances at the end of FY 2023 1Q were -19.5 percent lower than the rolling forecast, 2.3 percent higher than the budget, and -6.4 percent lower than prior year. For the next quarter, the University should experience a decrease in the cash and investment balances lasting through the end of the second quarter of FY 2023.

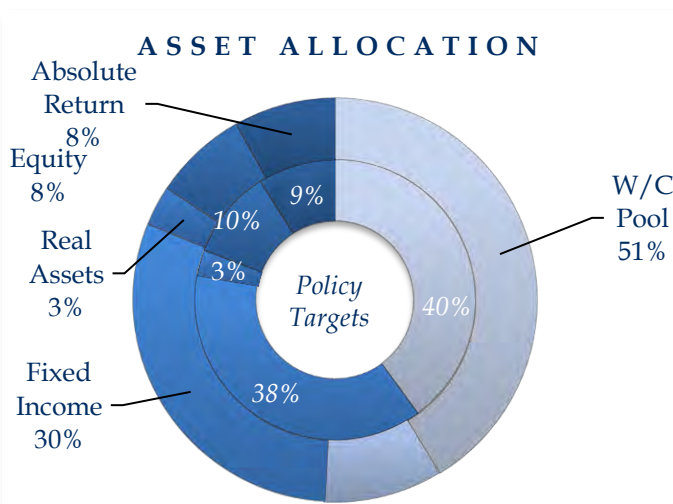
## INVESTMENTS

### Composition

Asset allocations at the end of FY 2023 1Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

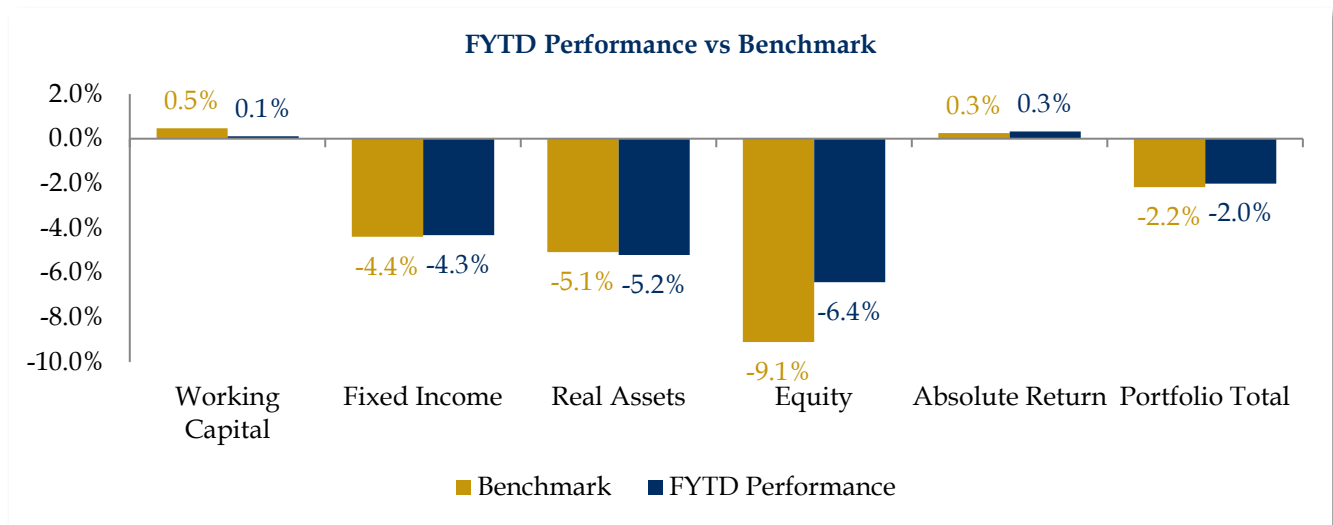
At the end of FY 2023 1Q, the market value of the University’s operating funds portfolio and cash was \$543.3 million. This balance reflects an increase of \$28.4 million or 5.5 percent, from the previous quarter. The increase reflects the quarter-to-quarter seasonal increase in net cash flows. The total portfolio market value was -\$37.2 million lower than the market value at the end of FY 2022 1Q. The decrease was due to lower investment balances for the trailing one-year period.

## Performance



FIU's operating portfolio continues to outperform the State Treasury investment pool ("SPIA"), returning 3.7 percent since inception versus the SPIA's 2.4 percent for the same period. At the end of FY 2023 1Q, the portfolio returned -2.0 percent. This compares unfavorably to a 0.7 percent return at the end of FY 2022 1Q. The Strategic Capital and Reserve Pools returned -4.0 percent while the Working Capital Pool gained 0.1 percent. Returns from the SPIA totaled 0.3 percent at the end of FY 2023 1Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class).

The overall Portfolio, the Working Capital Pool and the Strategic and Reserve Pools were each in line with their respective benchmarks. All Asset classes, except for, equities were in line with their benchmarks. Equities outperformance to their benchmark was due to investments in the private markets.



## DEBT

### Total Outstanding

The University and DSOs ended FY 2023 1Q with \$203.2 million in outstanding debt versus \$212.7 million at the end of FY 2022 1Q. The lower year over year outstanding debt was due to continued debt service payments. The weighted average interest rate for the University and DSO issuances was 3.8 percent versus 3.7 percent in the same period in the prior year.

### Rating Agencies

The University held annual surveillance calls with S&P and Moody's during the quarter. We received an affirmation of our rating and outlook from S&P in August (Parking AA-, Housing A, Outlook: Stable). We anticipate that Moody's will issue their rating report in November.

### Bond Refunding

The University and the Athletics Finance Corporation (AFC) has refunded/modified all eligible outstanding bond series. The refunding/modification are projected to save the University and AFC \$27.5 million in interest expense over the term of the issuances. As of September 30, 2022, \$8.2 million of interest savings have been realized from the refunding/modification activities. The University and AFC are expected to save \$1.8 million in interest expense in Fiscal Year 2023 and \$8.0 million over the next 5 years.

Period Ending September 30, 2022

(000's)

**OVERVIEW**

Liquidity/University Debt	3.01
Liquidity/Total Debt	2.67

**Liquidity Position**

Cash + W/C Pool	\$ 276,092
Strategic + Reserve Pools	267,192
<b>Total</b>	<b>\$ 543,285</b>

**Debt Position**

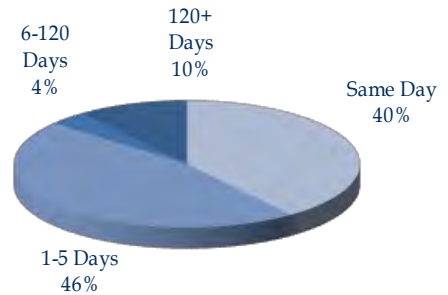
University Debt	\$ 180,505
DSO Debt	22,735
<b>Total</b>	<b>\$ 203,240</b>

**LIQUIDITY**
**Availability**

Same Day	\$ 216,071
1-5 Days	251,532
6-120 Days	19,745
120+ Days	55,937
<b>Total</b>	<b>\$ 543,285</b>

**Real Days Payable (<5 Days)**

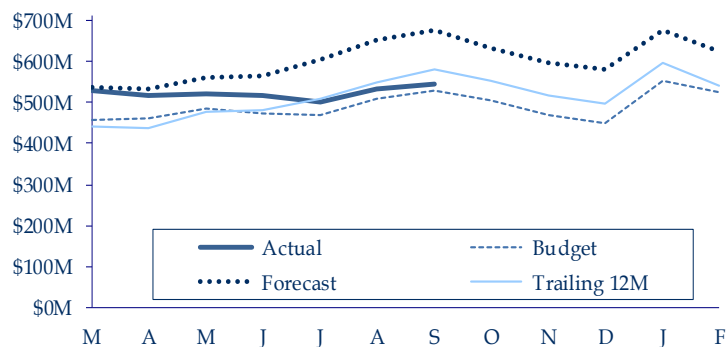
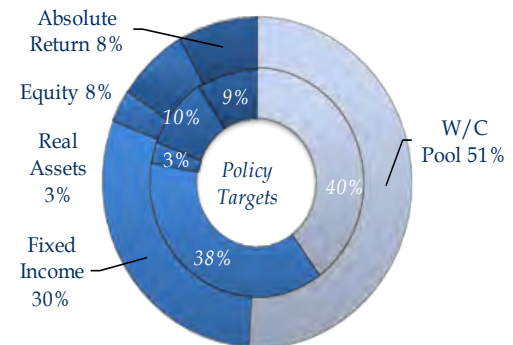
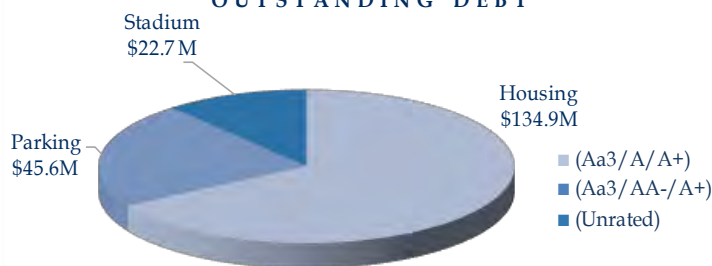
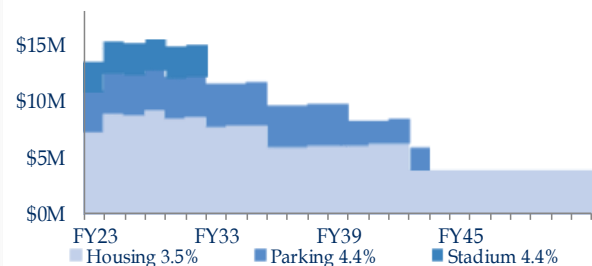
MTD Outflows	74
QTD Outflows	84
YTD Outflows	84

**LIQUIDITY ALLOCATION**

**LIQUIDITY SOURCES AND USES**

Sources*	MTD	QTD	YTD
Opening W/C Pool Balance	\$ 199,964	\$ 152,009	\$ 152,009
Opening Cash Balance	\$ 52,769	\$ 84,874	84,874
From State	40,420	93,751	93,751
From Operations	121,917	311,094	311,094
Uses			
To Payroll	(56,871)	(182,163)	(182,163)
To Operations	(35,177)	(99,300)	(99,300)
To Students	(46,929)	(84,174)	(84,174)
<b>Cash + W/C Pool</b>	<b>276,092</b>	<b>276,092</b>	<b>276,092</b>

**INVESTMENTS**

Cash + W/C Pool	Balance	FYTD	Last 1Y
W/C Pool	\$ 224,717	-0.9%	-0.9%
Cash	51,375	0.1%	0.1%
Strategic + Reserve Pools			
Fixed Income	164,740	-9.2%	-9.2%
Real Assets	17,375	23.5%	23.5%
Equity	40,766	-8.0%	-8.0%
Absolute Return	44,311	-3.0%	-3.0%
<b>Total Portfolio</b>	<b>\$ 543,285</b>	<b>-3.9%</b>	<b>-3.9%</b>

**CASH + INVESTMENTS FORECAST**

**ASSET ALLOCATION**

**DEBT**
**OUTSTANDING DEBT**

**ANNUAL DEBT SERVICE**


Period Ending September 30, 2022

(Million's)

<u>OPERATING FUNDS</u>	<u>MARKET VALUE<sup>1</sup></u>	<u>BOOK VALUE</u>	<u>INCOME EARNED<sup>2</sup></u>
<u>Working Capital<sup>3</sup></u>	\$276.1M	\$279.6M	\$0.9M
Fixed Income	\$164.7M	\$177.2M	\$0.8M
Equity	\$40.8M	\$33.4M	\$0.1M
Real Assets	\$17.4M	\$18.7M	\$0.0M
Absolute Return	\$44.3M	\$30.2M	\$0.0M
<u>Total Strategic/Reserve</u>	\$267.2M	\$259.5M	\$0.9M
<u>Total Operating Funds</u>	\$543.3M	\$539.1M	\$1.8M

<sup>1</sup> Includes Dividend/Interest Receivable

<sup>2</sup> Investment Income Earnings - Dividends and Interest

<sup>3</sup> Includes Bank Cash



**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
December 6, 2022

**Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from August 10, 2022 through October 18, 2022**

**Report** *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23 (YTD)
0000248930	E & I RFP # 683385 Approved by BOT on December 2019	Computer Equipment and Related Hardware, Software, Services and Support E&I Contract CNR01439 PUR # 02645	COMPUTER DISCOUNT WAREHOUSE - CDW	FIU Online Web Based Courses / Multiple PO lines for AV Equipment and Peripherals	7/30/2027	1,995,909.27
0000246211	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000 & Sponsored Research Purchase Exemption	PO # 0000246211	LIFE TECHNOLOGIES CORPORATION	Global Forensic & Justice Ctr /Multiple PO lines for 10 - Thermo AB RAPID HIT ID Systems	N/A	1,750,628.50
0000243819	Exception under BOG Regulation 18.001(6)(d)(18) - Purchases for Resale & State of Florida Piggyback Contract# 43211500-WSCA-15-ACS Approved by BOT on September 2022	Apple reseller contracts C00001625 Reseller Agreement (Personal/Institutional) C00001625 Addendum and State of Florida Contract #43211500-WSCA-15-ACS	APPLE INC	IT Business Services Office / Blanket Purchase Order for (Apple) for the Computer Store	2/28/2023	1,700,000.00



Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23 (YTD)
0000220457	Owner Direct Purchase of glass materials Per FIU-2201, Purchasing Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.	Parkview Housing PH II CM Contract #375	VIRACON INC	Facilities Construction / ODP purchase of glass materials per quote attached for the Parkview Housing PH II project. BT 892	N/A	1,499,444.64
0000246580	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000 Approval was obtained when entering into the subaward.	PTE Federal Award No: P01HL146369; Subaward NO. 0000569, 000570	REGENTS OF UC UNIVERSITY OF CALIFORNA	Ctr for Translational Science / Multiple PO lines for Subaward No. 0000569 and 000570	7/31/2025	1,144,767.00
0000248852	ITN-2019-0009 Approved by BOT on October 2020	Integrated Branding, Marketing and Communication Services PUR #02192 First Renewal Agreement	ONE SIXTY OVER NINETY FL LLC	Strat Comm Govt & Ext Affairs / 160over90 Media Buys	4/29/2023	1,000,000.00





**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
December 6, 2022

**Subject: Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from August 10, 2022 through October 18, 2022**

**Report** *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23 (YTD)
0000238869	Sponsored Projects (Direct) POs are exempt from prior BOT approval. Report to the BOT Finance and Facilities Committee after the fact once the PO is equal to or greater than \$500,000 Approved by BOT on March 2022 Sole Source Purchase	PO # 0000238869	EQUINIX INC	IT CIARA / Multiple PO lines for Colocation and Network/Exchange services	6/30/2026	648,886.00
0000223327	Owner Direct Purchase of plumbing materials Per FIU-2201, Purchasing Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.	Parkview Housing PH II CM Contract #375	FERGUSON ENTERPRISES LLC	Facilities Construction / ODP of plumbing material for Parkview Housing PH II. BT 892	N/A	636,202.50

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23 (YTD)
0000247051	Sole Source Purchase per BOG Regulation 18.001(6)(b)	PUR #05643	BRUKER SCIENTIFIC LLC	Office of Research and Eco Develop / Multiple line PO for Part replacement for an existing instrument used in the lab, a Bruker Solarix Mass Spectrometer S/N 275250000094	N/A	600,000.00
0000248291	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000.	PO # 0000248291	JEOL USA INC	Mechanical and Mat Engineering / Multiple PO lines for JEM-2100PLUS(HR): Transmission Electron Microscope etc.	N/A	599,950.00
0000246941	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000.	PTE Federal Award No. N52129C, Sub-award Agreement No. 000617	RESURGENCE INFRASTRUCTURE HOLDINGS LLC	IT CIARA / Subaward No: 000617 Large Synoptic Survey Telescope (LSST) PTE Federal Award No: N52129C	9/30/2022	587,794.00
0000226157	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000.	PTE/Prime Award No. 2029278, Subaward No. 000314	UNIVERSITY OF NORTH CAROLINA AT CHAPEL	IT CIARA / Subaward No: 000341 IRNC: Core Improvement: Atlantic Wave-SDX: A Distributed Intercontinental Experimental	12/14/2022	563,882.00
0000246200	T717-21L University of Cincinnati	Aircraft and Transportation Charter Services Piggyback Agreement per BOG Regulation 18.001(6)(c) PUR-03390	AIR PLANNING LLC	Athletics Department / Blanket PO - Football 2022 Air Charter - PUR-03390	6/30/2023	538,570.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 23 (YTD)
0000249185	E & I RFP # 683385 Approved by BOT on June 2021	Computer Equipment and Related Hardware, Software, Services and Support E&I Contract CNR01439 PUR #02645	COMPUTER DISCOUNT WAREHOUSE - CDW	IT Network Services / Cisco Smartnet Support	8/15/2024	535,897.76



**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
December 6, 2022

**Subject: FIU Foundation, Inc. - Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000**

**Report** *(for informational purposes only – no Committee action is needed)*

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Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Foundation Project	Current Expiration Date	PO Amount FY 22 (YTD)
N/A	RFP-2022-02	Next Horizon Alumni Campaign Marketing	The Strategy Group for Media, Inc.	Campaign Planning and Communications (7021005)	6/30/2023	\$568,344.00



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**December 6, 2022**

**CASACUBA BUILDING UPDATE AS OF OCTOBER 24, 2022**

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**FUNDRAISING FOR NEW CASACUBA FACILITY**

DONOR	PLEDGES	CASH RECEIVED	REMAINING PLEDGE BALANCE
National Endowment for the Humanities*	\$ 750,000	\$ 750,000	\$ -
Knight Foundation	\$ 2,000,000	\$ 1,200,000	\$ 800,000
Other Donors	\$ 11,236,198	\$ 4,945,018	\$ 6,291,180
Planned Gifts	\$ 1,068,000	\$ 14,400	\$ 1,053,600
<b>TOTAL</b>	<b>\$ 15,054,198</b>	<b>\$ 6,909,418</b>	<b>\$ 8,144,780</b>

*\*As a Federal agency award, this is a cost-reimbursement grant; the full amount has been obligated.*

**FACILITIES UPDATE**

- The agreement with René González & Associates was executed on October 5, 2020 and program verification was completed on November 5, 2020.
- Thornton Construction was selected and is now under contract.
- Both the Bosch Group and Thornton Construction concluded the conceptual schematic design is over budget, and by Thornton's estimate, up to \$3.55M over the construction budget of \$25,578,299.
- The advanced schematic design phase has concluded and RGA has been authorized to proceed to design development.

**FIU FOUNDATION, INC.**

**SUMMARY OF REVENUES AND EXPENSES  
& INVESTMENTS**

**September 30, 2022**

**FIU FOUNDATION, INC.**  
**Summary of Revenues and Expenses \***  
**For the Period Ended September 30, 2022**  
*(In Thousands of Dollars)*

	Actuals				
	University (Donor Designated)	Foundation (Unrestricted)	Total	Budget	Fav (Unfav) Variance
<b>REVENUES:</b>					
Cash Contributions	\$ 8,576	\$ -	\$ 8,576	\$ 9,347	\$ (771)
Investment Returns, net of fees	(15,998)	(6,228)	(22,226)	6,052	(28,278) [1]
Foundation Subsidiaries	-	62	62	58	4
Annual Revenues & Fees	-	341	341	160	181
<b>TOTAL REVENUES</b>	<b>(7,422)</b>	<b>(5,825)</b>	<b>(13,247)</b>	<b>15,617</b>	<b>(28,864)</b>
<b>EXPENSES:</b>					
Support to University:					
Scholarships & Programs	\$ 6,881	\$ -	\$ 6,881	\$ 5,899	(982)
Building Funds	521	-	521	2,263	1,742 [2]
Operational Support	-	152	152	223	71
MARC Building Transfer	-	-	-	250	250
Total Support to University	7,402	152	7,554	8,635	1,081
Operational:					
Foundation Subsidiaries	-	46	46	101	55
Administrative Operating Expenses	-	1,883	1,883	3,599	1,716 [3]
Other Expenses	-	51	51	128	77
Total Operational	-	1,980	1,980	3,828	1,848
<b>TOTAL EXPENSES</b>	<b>7,402</b>	<b>2,132</b>	<b>9,534</b>	<b>12,463</b>	<b>2,929</b>
<b>EXCESS REVENUES OVER EXPENSES</b>	<b>\$ (14,824)</b>	<b>\$ (7,957)</b>	<b>\$ (22,781)</b>	<b>\$ 3,154</b>	<b>\$ (25,935)</b>

\*Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.

- [1] The unfavorable variance of \$28.3 million in investment returns is based on a fiscal year to date return of -5.9% versus a budgeted rate of return fiscal year to date of 1.5% (yielding a 6.0% annual budgeted rate of return).
- [2] The favorable variance of \$1.7 million in building funds is a result of timing on capital projects.
- [3] The favorable variance of \$1.7 million in administrative operating expenses is a result of timing of professional fees and donor events.

**For Illustrative Purposes Only:** Although information has been obtained from sources believed to be reliable, JPMorgan Chase & Co. and its affiliates do not guarantee its accuracy or completeness and accept no liability for any direct or consequential losses arising from its use.

As of September 30, 2022 Asset Class	Market Value	Current Allocation (%)	Current Month	Calendar YTD	Fiscal YTD	Annualized S.I.	Inception Date
<b>Total Assets (Net of Fees)</b>	<b>\$368,399,338</b>	<b>-</b>	<b>-6.6%</b>	<b>-19.6%</b>	<b>-5.6%</b>	<b>4.4%</b>	<b>6/30/2000</b>
<b>Main Investment Portfolio (Net of Fees)</b>	<b>\$346,791,133</b>	<b>100.0%</b>	<b>-7.0%</b>	<b>-20.5%</b>	<b>-5.9%</b>	<b>4.8%</b>	<b>6/30/2000</b>
<b>Public &amp; Private Equity</b>	<b>\$282,040,192</b>	<b>81.3%</b>	<b>-7.7%</b>	<b>-22.7%</b>	<b>-6.4%</b>	<b>4.9%</b>	<b>6/30/2000</b>
Public Equity	\$225,262,066	65.0%	-9.5%	-25.7%	-7.9%	3.9%	6/30/2000
Private Equity	\$56,778,127	16.4%	0.0%	-7.1%	-0.1%	11.9%	11/15/2005
<b>Real Assets</b>	<b>\$37,900,969</b>	<b>10.9%</b>	<b>-3.8%</b>	<b>-7.7%</b>	<b>-4.0%</b>	<b>2.2%</b>	<b>1/31/2008</b>
<b>Hedge Funds &amp; Other Diversifying Investments</b>	<b>\$4,734,853</b>	<b>1.4%</b>	<b>0.0%</b>	<b>-10.0%</b>	<b>0.6%</b>	<b>4.5%</b>	<b>3/31/2002</b>
<b>High Quality Bonds and Cash</b>	<b>\$22,115,119</b>	<b>6.4%</b>	<b>-3.6%</b>	<b>-8.8%</b>	<b>-3.7%</b>	<b>4.4%</b>	<b>6/30/2000</b>
<b>Total</b>							

\*Source: PCR as of October 7, 2022