



FLORIDA INTERNATIONAL UNIVERSITY

BOARD OF TRUSTEES

FINANCE AND FACILITIES COMMITTEE

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

Thursday, September 18, 2025
9:45 AM

or

Upon Adjournment of Previous Meeting

Chair: Marc D. Sarnoff

Vice Chair: Dean C. Colson

Members: Alan Gonzalez, Jesus Lebeña, Alberto R. Taño

AGENDA

1. Call to Order and Chair's Remarks	Marc D. Sarnoff
2. Approval of Minutes	Marc D. Sarnoff
3. Action Item: Committee Final Action Full Board Information Only	
3.1 Approval of Contracts greater than or equal to \$1M and less than \$3M: 1. Google and Meta; 2. Huntington Technology Finance Inc.; 3. Qiagen, LLC; 4. Blackbaud Inc.; 5. BetterMynd, Inc.	David H. Snider
4. Action Items	
FF1. Approval of Contracts greater than or equal to \$3M: 1. CDW Government LLC; 2. Agilent Technologies Inc.; 3. Honorlock, Inc.	David H. Snider
FF2. Approval of 2025-26 Education and General Carryforward Spending Plan and Related Certification	David H. Snider
FF3. Approval of 2025-26 Fixed Capital Outlay Budget	David H. Snider
FF4. Amendment to Signature Authority - Authorization to Sign Checks for the University	David H. Snider
FF5. Approval of Self-Supporting and Market Tuition Rate College-Credit Programs Annual Report, 2024-25	Elizabeth M. Bejar
FF6. Approval of CasaCuba total project budget and authorization for the FIU Foundation to provide funding for the construction of CasaCuba at the Benjamín León, Jr. Building	David H. Snider

FF7. Sublease of the FIU Center for Imaging Science to Baptist Outpatient Services, Inc.	David H. Snider
FF8. Authorization to Increase Project Budget for the Trish and Dan Bell Chapel and East Loop Road Realignment from \$35.86M to \$38.52M	David H. Snider
FF9. Authorization to Increase Project Budget for the Innovation II Facility from \$69.5M to \$100.6M	David H. Snider
FF10. Authorization to increase budget for the Graham Center expansion from \$46.26M to \$56.26M and re-allocation of \$7.5M CITF from Aquatic Center project and \$2.5M CITF from Track Stadium project to Graham Center Expansion	David H. Snider
5. Discussion Item: No Action Required
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| 5.1 Financial Performance Review, FY 2024-25 | David H. Snider |
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6. Reports: For Information Only
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| 6.2 Business Services | Roger Clegg |
| 6.3 Emergency Management | Amy B. Aiken |
| 6.4 Facilities and Construction | John Cal |
| 6.5 Safety and Environmental Compliance | Amy B. Aiken |
| 6.6 Treasury | Benjamin Jarrell |
| 6.7 Procurement | Crystal Herrera |
| 6.8 CasaCuba Building | Lydia Betancourt Space |
| 6.9 Foundation | Marcel L. Navarro |
| 6.10 FIU Annual Bonus Plan Report | El pagnier K. Hudson |
7. New Business
- | | |
|--|-----------------|
| | Marc D. Sarnoff |
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8. Concluding Remarks and Adjournment
- | | |
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| | Marc D. Sarnoff |
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2. Approval of Minutes Marc D. Sarnoff

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3. Action Item: Committee Final Action | Full Board Information Only

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September 18, 2025

Subject: Approval of Minutes of Workshop held May 19, 2025 and Meeting held June 12, 2025

Proposed Committee Action:

Approval of Minutes of the Finance and Facilities Committee Workshop held May 19, 2025 and Meeting held June 12, 2025.

Background Information:

Committee members will review and approve the Minutes of the Finance and Facilities Committee Workshop held May 19, 2025 and Meeting held June 12, 2025.

Supporting Documentation:

Minutes: Finance and Facilities Committee May 19, 2025 Workshop, and June 12, 2025 Meeting

Facilitator/Presenter:

Marc D. Sarnoff, *Chair, Finance and Facilities Committee*

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Finance and Facilities Committee Workshop
May 19, 2025
FIU, Modesto A. Maidique Campus, Graham Center Room 243

MINUTES

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Finance and Facilities Committee workshop was called to order by Committee Chair Marc D. Sarnoff at 2:02 PM on Monday, May 19, 2025.

General Counsel Carlos B. Castillo conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Marc D. Sarnoff, *Committee Chair*; Dean C. Colson, *Committee Vice Chair*; Alan Gonzalez (*Zoom*); Jesus Lebeña; Alberto R. Taño; and Roger Tovar, *Board Chair*.

The following Board members were also in attendance: Trustees Francesa Casanova and Alexander M. Peraza.

Committee Chair Sarnoff welcomed all Trustees and members of the University administration. He mentioned that the workshop agenda includes updates on the new student residence facility and the FIU Herbert Wertheim College of Medicine Academic Health Sciences Clinical Partnership Facility.

2. Discussion Items: No Action Required

2.1 Update | Student Residence Facility at the Modesto A. Maidique Campus

Senior Vice President for Finance and Administration and Chief Financial Officer Aime Martinez presented a timeline of the student residence facility construction. She shared the adjusted projections of the project to account for the demolition of the north parcel of the University apartments and adjustment to summer revenues. CFO Martinez mentioned that the waitlist for housing increased from 1,600 students to 2,000 students when compared to last Fall. She provided an overview of the financial updates related to the student residence facility. She recognized members of the Zyscovich architecture firm, including David Harper, Higher Education Practice Director, Executive Vice President; Jose Murguido, Partner, and Corporate Vice President; Rudy Hernandez; and Mary Molson.

Mr. Harper reviewed the site plan for the project. He presented enhanced versions of the designs that were previously presented to the FIU Board of Trustees, including the "Fusion" and "Fusion Luxe (glass curtainwall)" schemes. He presented the original "Genesis" scheme to provide a comparison against the enhanced designs and the cost estimates for each design with "Fusion" having an increase of about 1% (approximately \$3M) to the total cost and "Fusion Luxe" with an increase of about 3% (approximately \$8.8M) to the total cost. He compared the amount of glass in

each scheme in contrast to that of Tamiami Hall at the Modesto A. Maidique Campus (MMC). He commented on the pedestrian experience at the residence facility and the use of “Sto” finishing on the concrete.

Interim President Jeanette M. Nuñez stated that the revised product is superior and expressed an interest in hearing the perspectives of the Committee members. Trustee Francesca Casanova concurred with the comments made by Interim President Nuñez related to the designs. Responding to Trustee Dean C. Colson, Mr. Harper clarified the difference in height of the windows between the “Fusion” and “Fusion Luxe” designs. Board Chair Roger Tovar commented on the importance of ensuring that the white exterior walls are well-maintained over time, conveyed a preference for the “Fusion Luxe” design, and noted that landscaping should be placed strategically to enhance the facility. Committee Chair Sarnoff commented on his personal experiences with projects constructed in the Miami community and supported the “Fusion Luxe”. Trustee Alan Gonzalez concurred and supported the “Fusion Luxe” model. The Finance and Facilities Committee reached a consensus to support the “Fusion Luxe” design for the student residence facility at the Modesto A. Maidique Campus.

2.2 Update | FIU-Baptist Health Academic Health Sciences Clinical Partnership at the Modesto A. Maidique Campus

CFO Martinez presented the construction timeline for the FIU-Baptist Health Academic Health Sciences Clinical Partnership Facility Construction Timeline. She recognized members of the Stantec architecture firm including Arturo Vasquez, Principal and Senior Architect; and Elvira Freire-Santamaria, Senior Project Architect. Mr. Vasquez presented various facades of the facility and noted that the facility will include clinical and academic programs. He added that the placement of a parking garage, which will allow for expansion of the facility in the future. Senior Vice President for Health Affairs and Dean of the Herbert Wertheim College of Medicine, Dr. Juan C. Cendan added that the construction of the new facility would provide for the concentration of all FIU Herbert Wertheim College of Medicine (HWCOM) administration, student affairs, and academic and teaching activities. Mr. Vasquez explained the rationale for the design of the building. He delineated the aspects included in the design from the south facade and Ms. Elvira Freire-Santamaria mentioned the “paseo” connecting the garage and main entrance of the facility.

Interim President Nuñez commented on the improvement of the design based on the feedback provided by the Trustees. Sr. VP and Dean Cendan mentioned that the Academic Health Center 2 building was recently retrofitted for educational programs and would continue to be used in that capacity. Trustee Casanova commented on the design and supported the incorporation of the terrace for student use. Responding to Trustee Jesus Lebeña, Sr. VP and Dean Cendan described the occupancy of the facility. Trustee Colson commented on ensuring that the facility will accommodate growth of the clinical partnership. Trustee Albert R. Taño and Ms. Freire-Santamaria discussed the aspects related to the “paseo” walkway related to rain, and entry and exit of ambulances and pedestrian entry to the facility. Trustee Taño, Mr. Vasquez, Ms. Freire-Santamaria and Sr. VP and Dean Cendan discussed the terrace area for students and the effects of rain on the ability to use the space. Board Chair Tovar suggested that the team consider the effects of sunlight and heat on the terrace and logistics related to parking and emphasized the significance of landscaping around the facility.

Committee Chair Sarnoff discussed the importance of constructing taller buildings. Trustee Lebeña suggested that indoor space could be maximized by closing in the terrace. Board Chair Tovar, Sr. VP and Dean Cendan, and Trustee Casanova noted the social aspect of including the terrace for student use. Committee Chair Sarnoff commented on the concept of a space that can be converted from outdoor to indoor. Interim President Nuñez commented on the anticipated growth in health and research at FIU in terms of the second phase of the building in the future.

The Finance and Facilities Committee reached a consensus to support the design presented with the architecture firm to incorporate the Committee's input when finalizing advanced schematic designs.

3. New Business

Committee Chair Sarnoff explained that unless any Committee member has any objection, it is expected that the student residence facility will be presented to the FIU Board of Trustees for approval at its November 2025 meeting and that the FIU Herbert Wertheim College of Medicine Academic Health Sciences Clinical Partnership Facility will continue to move along according to the construction timeline as presented. No objection was raised.

4. Concluding Remarks and Adjournment

With no other business, Finance and Facilities Committee Chair Marc D. Sarnoff adjourned the workshop of the Florida International University Board of Trustees Finance and Facilities Committee on Monday, May 19, 2025, at 3:17 PM.

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Finance and Facilities Committee

June 12, 2025

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

MINUTES

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 Marc D. Sarnoff at 10:01 AM on Thursday, June 12, 2025.

General Counsel Carlos B. Castillo conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Marc D. Sarnoff, *Committee Chair*; Dean C. Colson, *Committee Vice Chair*; Alan Gonzalez; Jesus Lebeña; and Alberto R. Taño.

The following Board members were also in attendance: Trustees Noël C. Barengo; Francesa Casanova; Carlos A. Duarte, *Board Vice Chair*; George Heisel; Alexander M. Peraza; and Yaffa Popack.

Committee Chair Sarnoff welcomed all Trustees and members of the University administration.

Committee Chair Sarnoff commented on the May 19, 2025, workshop of the Finance and Facilities Committee. He noted that the Committee reviewed options for the upcoming student residence facility's aesthetic design and that based on the options presented by Zyscovich, the architecture firm, the Committee reached a consensus to support the curtainwall design "Fusion Luxe" resulting in an increase to the construction project, which now totaled \$247M. Committee Chair Sarnoff added that a finalized proposal will be presented for the Board's approval in November. He indicated that, as part of the May 19 workshop, the Committee also reviewed updated options for the exterior facade of the FIU-Baptist Health Academic Health Sciences clinical partnership facility. He stated that additional input was provided and will be incorporated into the design, and the project will continue to move forward according to the construction timeline presented.

2. Approval of Minutes

Committee Chair Sarnoff asked if there were any additions or corrections to the minutes of the Finance and Facilities Committee meeting held on April 15, 2025. Hearing none, a motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on April 15, 2025.

3. Action Item: Committee Action | Full Board Information Only

3.1 Approval of Contract greater than or equal to \$1,000,000 and less than \$3,000,000: Purchase of e-Builder, Owners Construction Project Management Software

Senior Vice President for Finance and Administration and Chief Financial Officer Aime Martinez presented, for Committee review and approval, the contract for the purchase and implementation of an owner's construction project management software system that will support the capital planning, construction, and project management lifecycle from planning through closeout of construction projects. She pointed out that the contract term is for three (3) years from July 2025 through May 2028 and totals \$1.2M. CFO Martinez added that the contract includes one-time implementation costs of \$515K and recurring subscription costs for unlimited licenses of \$234K per year. She indicated that e-Builder software and services will be procured via a piggyback agreement and funded by FIU Board of Trustees-approved Education and General (E&G) carry forward funds.

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, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee (i) approve, as described in the Board materials, the University negotiating and entering into a piggyback agreement with e-Builder, Inc. ("e-Builder") for the purchase of owner's construction project management software; and (ii) authorize the University President or her designee to execute, on behalf of the University, the aforementioned agreement and related documents and to take all actions necessary to effectuate the above.

4. Action Items

FF1. Approval of Contracts greater than or equal to \$3,000,000: 1. Mythics, LLC.; 2. Oracle America, Inc.; and 3. Amazon.com Services LLC

CFO Martinez presented the contracts greater than or equal to \$3M for Committee review. She noted that the contract with Mythics, LLC. is for the purchase of a three (3)-year Oracle Cloud subscription. She added that the piggyback agreement is for a term beginning July 2025 through July 2028 and will be funded with E&G funds for a total cost of \$4.6M. CFO Martinez pointed out that the contract with Oracle America, Inc. is a piggyback agreement for a three (3)-year term from September 2025 through August 2028 for support and license updates of Oracle applications. She stated that the total cost is \$4.9M to be funded by E&G and E&G carry forward funds. CFO Martinez indicated that the contracts with Mythics, LLC. and Oracle America, Inc. include annual placeholders in the event additional storage capacity for cloud services are required or if the growth clauses are triggered in the Oracle licenses. She commented that the 18-month extension of the contract with Amazon.com Services LLC is a piggyback agreement, has an estimated cost of \$3M, and is for the continuation of purchasing online goods from Amazon through myFIUmarket.

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, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend (i) FIU Board of Trustees approval of the University entering into the piggyback agreements as listed and described in the Board materials, and (ii) authorization for the University President or her designee

to execute, on behalf of the University, the aforementioned agreements and related documents and to take all actions necessary to effectuate the above.

FF2. Proposed 2025-26 University and University Organizations Operating Budgets

CFO Martinez explained that FIU follows government accounting standards and report by the various funds that the University manages. She added that the budgets for the University's Direct Support Organizations (DSOs), FIU Athletics Finance Corp., FIU Foundation, Inc., and FIU Research Foundation, Inc. and its Health Services Support Organizations (HSSOs), The Florida International University Health Care Network, Inc., and The Florida International University Children's Alliance for Research & Education, Inc. are incorporated into the University's operating budget and have been approved by their respective boards. She indicated that currently, the state budget for fiscal year 2025-26 has not been finalized by the legislature, and as such, the University's E&G budget is provisional and based on last year's appropriations and adjusted for non-recurring items such as faculty recruitment and retention performance funds. CFO Martinez pointed out that if there are material changes to FIU's budget once the state's budget is finalized, an amended budget will be presented to the Board of Trustees. She commented that the research budget represents the University's best estimate of the impact to funding for federal grants and facilities and administration (F&A) rates given the rapidly changing environment at the federal level.

CFO Martinez presented an overview of the University's operating budget by funding source and how the expenditure budget for the upcoming year compares to the budget of the current fiscal year. She indicated that the proposed operating expense budget totals \$1.9B and is flat versus the current fiscal year. She stated that there is only a slight increase projected in enrollment for the University while the enrollment for the Herbert Wertheim College of Medicine (HWCOM) is capped. CFO Martinez noted that lower expenditures in auxiliary enterprises next year are largely driven by enrollment declines in the College of Business' market rate and graduate programs. She mentioned that research expenditures were adjusted for next year's federal grants by approximately \$13M, which was offset by the reimbursement of expenses as a result of the affiliation agreements with Baptist Health of South Florida and Nicklaus Children's as well as the growth in graduate medical education.

CFO Martinez provided a preliminary estimate of the E&G fund balances or carry forward for the University and HWCOM. She noted that the University's beginning fund balance is estimated at \$149M, which results in an estimated balance of \$103M after the 7% statutory reserve. She added that of the \$103M, \$28M is allocated for the continuation of projects previously approved by the Board of Trustees, including minor and major construction projects, IT initiatives, and faculty recruitment and retention incentives. She added that it is anticipated that \$75M will be allocated to new initiatives in support of unspent faculty recruitment and retention incentives, Adam Smith Center for Economic Freedom, research start-up, merit-based undergraduate and athletic scholarships, deferred maintenance, and other initiatives pending final allocation of appropriations from the state. CFO Martinez indicated that HWCOM's estimated beginning fund balance is \$20M, which results in an estimated balance of \$17M after the 7% statutory reserve. She commented that it is anticipated that \$7M will be allocated toward faculty research and start-up funding, student scholarships and stipends, classroom and facility upgrades, and IT initiatives.

In terms of the requirements delineated under Florida Statutes Section 1004.28 and FIU Regulation 1502 pertaining to resources and space utilized by the University's support organizations, CFO Martinez indicated that expenditures are projected at \$18.2M, of which \$5.5M will be reimbursed by the support organizations. She added that said expenditures will support approximately 141.2 full time equivalent (FTE) personnel and utilize approximately 15,000 square feet of space valued at \$419K.

CFO Martinez remarked that the proposed revisions to BOG Regulation 9.013, Auxiliary Operations, were mainly driven by the House v. NCAA (National Collegiate Athletic Association) Settlement, which has an implementation date of July 1, 2025. She added that, under the settlement framework, the settlement paves the way for schools, for the first time ever, to share revenues with their student athletes for their name, image, and likeness (NIL). CFO Martinez stated that under the proposed regulation, beginning with fiscal year ending June 30, 2025 through fiscal year ending June 30, 2028, the use of unreserved cash, not to exceed \$22.5M annually, from non-athletic auxiliary, may be utilized for athletics with the approval of each university board of trustees, as a transfer or a loan. She mentioned that there are several disclosure requirements including a two (2)-year plan showing how the university intends to address the elimination of the \$22.5M allowance from non-athletic auxiliary funds in its athletic department by the end of fiscal year 2028. CFO Martinez noted that the University is proposing \$2.5M next fiscal year to fund revenue share for student athletes, \$2M from unrestricted treasury auxiliary which currently has a balance of \$54.2M and \$500,000 from Business Services, which has \$16.4M in its fund balance.

Trustees engaged in a discussion regarding athletics funding and concurred on the need to remain purposeful as it relates to the use of said funding. Board Vice Chair Carlos A. Duart stated that the Board of Trustees should hold a workshop on athletics and further engage in a review on how the additional funds will be spent. Trustee Dean C. Colson commented that most universities subsidize their athletics departments and urged the administration to engage with the Board of Trustees on the cost-benefit analysis in terms of investing in other sports to develop winning programs as opposed to struggling to compete in football and basketball. In response to Trustee Jesus Lebeña, Senior Vice President for Operations and Safety and Chief of Staff Javier I. Marques confirmed that the University's Police Department has the necessary resources, maintains collaborative relationships with agencies across the state, and through collective bargaining, the University has been able to retain and recruit law enforcement personnel while also remaining competitive with other local agencies.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend FIU Board of Trustees (BOT) approval of the FIU 2025-26 University and University Organizations Operating Budgets, and authorization for the University President to amend the budgets consistent with Legislative, Board of Governors' and BOT directives and guidelines.

FF3. Proposed 2025-26 Appropriated Fixed Capital Outlay Budget/Capital Improvement

CFO Martinez presented for Committee review the proposed 2025-26 Fixed Capital Outlay Budget/Capital Improvement. She indicated that because the University does not have its allocation by the state, the proposed listing includes all projects on FIU's Fixed Capital Outlay to be funded

with Public Education Capital Outlay (PECO) funds. CFO Martinez noted that the listing includes \$107M for the HWCOM Academic Health Sciences clinical partnership facility. She added that the University is requesting \$6.3M in Capital Improvement Trust Fund (CITF) for the Graham University Center expansion/renovation.

Board Vice Chair Duarte conveyed his opposition to the remodeling of the DM (Deuxieme Maison) building. He shared that the building should be demolished and a new space be built in its place. He added that he will support the proposed 2025-26 appropriated Fixed Capital Outlay Budget/Capital Improvement with the understanding that the request for the DM building is a placeholder.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend FIU Board of Trustees (BOT) approval of Florida International University's 2025-26 Appropriated Fixed Capital Outlay Budget (*pending Governor's approval*) and authorization for the University President to amend the budget as necessary, consistent with Legislative, Florida Board of Governors' and BOT directives and guidelines.

FF4. Request for Approval of Florida International University's 2026-27 Fixed Capital Outlay Legislative Budget Request Consisting of the five-year Capital Improvement Plan

CFO Martinez presented for Committee review FIU's 2026-27 Fixed Capital Outlay Legislative Budget Request consisting of the five-year Capital Improvement Plan. She noted that the proposed 2026-27 to 2030-31 Fixed Capital Budget is developed in accordance with BOG requirements and only capital projects that are included in the University's Educational Plant Survey can be submitted to the BOG. CFO Martinez indicated that this year there is one change prescribed by the BOG, which is the removal of the request for CITF projects for future years. She added that CITF projects will continue to be funded but the BOG is eliminating them from the request form. CFO Martinez added that FIU's top priority is the Honors College and noted that the second, third and fourth projects, respectively, are the Science Laboratory Complex, the remodeling/renovation of the DM Building, and the Academic Health Center Study Complex. She commented that the back of bill request pertains to University workforce housing.

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 FIU's 2026-27 Fixed Capital Outlay Legislative Budget Request, consisting of the five-year Capital Improvement Plan and authorization for the University President to amend the Legislative Budget Request as necessary, consistent with Florida Board of Governors and BOT directives and guidelines.

FF5. Ambulatory Care Center Sublease to Baptist Health South Florida, Inc.

CFO Martinez presented the Ambulatory Care Center Sublease to Baptist Health South Florida, Inc. for Committee review. She explained that the agenda item pertains to a request for the Board of Trustees to authorize the FIU Health Care Network to enter into a lease with Baptist Health Medical Group Physicians, LLC for the space located on the first floor of the Ambulatory Care Center. She noted that the lease addresses one of the components of the affiliation agreement in that Baptist would take over the operations. CFO Martinez indicated the space will be solely for an ambulatory care center and ancillary office use and is approximately 11,756 of rentable square feet.

She remarked that the term is for three (3) years from July 2025 through June 2028 and includes one (1) option to renew for three (3) successive periods of six (6) months each. CFO Martinez remarked that the term is in line with when it is expected that future clinical partnership buildings will be completed. She mentioned that short-term renewals were included in the event that construction takes longer than expected. She pointed out that the University worked with Newmark to ensure that fair market value rent is being charged. CFO Martinez further stated that base rent is \$35 per rentable square foot, and it is a triple net lease plus common area maintenance at \$10.61 per rentable square foot. She explained that year one (1) rent totals \$411,460 plus common area maintenance of \$124,731. CFO Martinez also noted that rent will escalate three percent (3%) annually and Baptist has requested 30 reserved patient spaces in level 2 of PG5 and will be paying the standard FIU market rate of \$1092.04 per space annually and staff will purchase admin spots at \$502.20 per year. She commented that Baptist will also be paying for all the tenant improvements, currently estimated at approximately \$90,000.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend FIU Board of Trustees adoption of the Resolution set forth in the Board materials to authorize The Florida International University Health Care Network, Inc., a support organization of FIU, to finalize and execute the Ambulatory Care Center Sublease to Baptist Health Medical Group Physicians, LLC.

5. Discussion Item: No Action Required

5.1 Financial Performance Review, Third Quarter FY 2024-25

CFO Martinez commented that operating revenues were below estimates by \$18.8M or 1.5% and that operating expenses were below estimates by \$63.8M or 5.2% with an overall net favorable variance of \$45M. She indicated that total investment earnings for the University and Direct Support Organizations were \$41.6M or \$9.7M above plan. She added that the University returns were 2.6% and the FIU Foundation returns were 3.4%. In terms of revenues, CFO Martinez commented that student financial aid was below expectations, primarily due to the shortfall in Pell Grant awards. She noted that Pell Grant budget estimates were based off the Student Aid Index (SAI) modeling tool. She added that, as has been previously reported to the Board of Trustees, the modeling tool does not add value and is no longer used by FIU. In terms of expenses, CFO Martinez indicated that the main drivers were \$3.3M in higher state appropriations and \$7M in higher student credit hour enrollment, mainly undergraduate. She commented that following a competitive solicitation process, FIU awarded a new five (5)-year Beverage and Pouring Rights Contract to the Coca-Cola Company.

6. Reports

There were no questions from the Committee members in terms of the reports included as part of the agenda materials.

7. New Business

No new business was raised.

8. Concluding Remarks and Adjournment

With no other business, Finance and Facilities Committee Chair Marc D. Sarnoff adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Thursday, June 12, 2025 at 11:18 AM.

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September 18, 2025

Subject: Approval of Contracts greater than or equal to \$1M and less than \$3M:

- 1) *Change Orders for PO 0000305332 with Meta Platforms Inc. (parent company of Facebook and Instagram) and PO 0000305343 with Google LLC.*
- 2) *Huntington Technology Finance Inc. Contract #PUR-10535*
- 3) *Qiagen LLC, Contract #PUR-10007*
- 4) *Blackbaud, Inc., Contract #PUR-08468 Amendment 1*
- 5) *BetterMynd, Inc, Contract #PUR-05829 Amendment 1*

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, as listed and described below, the University entering into the contracts and purchase orders and/or change orders to the purchase orders ("Contracts") and (ii) authorize the University President or her designee to execute, on behalf of the University, the aforementioned Contracts and any future option, renewal, extension, or amendment to a Contract and provide after the fact notice to the Finance and Facilities Committee, so long as the additional expenditure does not increase the amount of the transaction more than 10% of the approved value or to the next procurement delegations amount.

Background Information:

1) PO: 0000305332 (Vendor: Meta Platforms Inc., parent company of Facebook and Instagram) and PO: 0000305343 (Vendor: Google LLC) have been issued for the College of Business for Advertising Services. Change orders are being requested not to exceed \$1.2M per supplier for the remainder of the fiscal year ending June 30, 2026. The POs serve as the Contract for Google and Meta. The services are exempted under Florida Board of Governors Regulation 18.001(6)(d)(11) – Advertising, except for media placement services.

The Alvah H. Chapman, Jr. Graduate School of Business ("Chapman") offers over 25 graduate programs, including MBAs, specialized master's degrees, and doctoral programs. Most of these programs operate on a mix of market-rate and self-supporting structures, and the marketing efforts for these programs fall under the responsibility of the College of Business ("College") and Chapman.

To promote these programs, the College utilizes a range of digital marketing platforms, including Google, Facebook (Meta), Instagram (Meta), and LinkedIn. Marketing strategies for each program are customized based on the target audience, positioning, budget, and other key recruitment metrics.

However, the digital advertising landscape has become increasingly competitive, with rising costs and reduced access to third-party data making it more challenging to reach prospective students effectively. Despite these obstacles, paid advertising remains a vital component of the College's marketing strategy and continues to be the primary source of prospective student leads. To achieve enrollment goals and attract high-quality student cohorts, the College leverages platforms such as Google and Meta (the parent company of Facebook and Instagram) to reach a broad audience. By combining targeted paid ads with high-quality organic content, the College is able to market its programs effectively by providing prospective students with valuable information to support informed decisions about their educational and career paths.

The College is also expanding its offerings by introducing a new professional track within the Master of Accounting (MAcc) program. This track is specifically designed for students who hold a business degree but not an accounting degree, broadening access to the program. However, to effectively reach this new audience, additional investment in targeted advertising may be required to address this expanded pool of prospective students.

Furthermore, the College is launching an Artificial Intelligence (AI) major under the Master of Health Informatics and Analytics (MSHIA). This innovative program aims to equip students with the skills needed to apply AI in the rapidly evolving field of health informatics.

In line with this, the Board of Trustees has approved the College's marketing budget for fiscal years 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25, ensuring continued investment in marketing efforts despite the increasing costs and competition.

- **Term:** Annually
- **Total Cost:** Not to exceed \$1.2M annually per Supplier
 - *PO: 0000305332 (Meta)*
Total: \$970,440, YTD Spend: \$69,689, Encumbrance: \$900,751
 - *PO: 0000305343 (Google)*
Total: \$926,800, YTD Spend: \$59,546, Encumbrance: \$867,254
- **Funding Source:** 335 Auxiliary – Continuing Education

Supporting Documentation: Funding Certification Form

2) Contract PUR-10535 with Huntington Technology Finance, Inc. Financing agreement for Efficient IP DDI & DNS Security Solutions for infrastructure upgrade, licenses, and support, which also includes network configuration and management platform as well as IP Address management. Reseller Sinnott Wolach utilizing Piggyback contract Sourcewell 020624- SYN.

- **Procurement Method:** Piggyback Agreement
- **Term:** Five (5) year agreement, September 26, 2025 - September 26, 2030
- **Total Cost:** \$1,965,812.50 at 0 % interest – annual payments \$393,162.50

60 months billed annual in advance at the amounts listed below

PAYMENT SCHEDULE:

- 1 payment @ \$393,162.50 (2025)
- 1 payment @ \$393,162.50 (2026)
- 1 payment @ \$393,162.50 (2027)
- 1 payment @ \$393,162.50 (2028)
- 1 payment @ \$393,162.50 (2029)

Migrating to Efficient IP represents a substantial cost savings of \$688,000 and also enables the integration of more virtual appliances to support cloud environments, which were not available with the previous system.

- **Funding source:** Technology Fee

Supporting Documentation: Contract Summary Sheet

Contract # PUR-10535, Vendor: Huntington Technology Finance, Inc. | Sinnott Wolach Technology Group quote #118173-JW

Sourcwell contract 020624-Synnex (*Available upon request*)

Funding Certification Form

3) Contract PUR-10007 with Qiagen LLC. This agreement was awarded as a result of University of Florida competitive solicitation FY24-ITN-018 Specialty Lab Supplies, Equipment and Services. Qiagen provided FIU with a letter confirming we are piggybacking the same pricing structure and terms outlined in UF's contract. A formal piggyback cover agreement was not required by either party.

Qiagen is a multinational provider of sample and assay technologies for molecular diagnostics, applied testing, academic research, and pharmaceutical research.

- **Procurement Method:** Piggyback
- **Contract Term** Five (5) years with the option to renew for two (2) five (5) year periods.
- **Initial Term:** August 30, 2024 – August 30, 2029
- **Renewal Term:** Two five-year renewal periods
- **Total Estimated Cost:** \$2,058,236.50 based on historical average spend (FY2023-25) and estimated spend for remaining term plus renewals.
- **Funding Source:** Various

Supporting Documentation: Contract Summary Sheet
University of Florida Memorandum of Understanding and Pricing
Letter from Qiagen
Funding Certification Form

4) Amendment 1 to Contract PUR-08468 with Blackbaud, Inc., previously approved by the FIU Board of Trustees on September 12, 2024, for approval to proceed with additional services for data cleaning and advisory services (training) on the Raiser’s Edge NXT donor/alumni database.

Description of services: Database cleanup including: Execute imports or exports using standard functionality; perform ad-hoc code table clean-up; complete global changes; perform security group and user profile configurations; perform general configuration and database admin tasks. Custom Raiser’s Edge NXT training for users also included.

Procurement Method: Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each University. Category 5: The acquisition of computer hardware or software that is available only from a single source or that is necessary to perform with existing software and hardware. This includes software licenses, web-based solutions, internet database subscriptions, hardware upgrades and associated maintenance agreements.

- **Contract Term:**
 - Initial: July 27, 2018 – July 26, 2021 \$415,353
 - Renewal 1: July 27, 2021 – July 26, 2024 \$431,201
 - Renewal 2: July 27, 2024 – July 26, 2027 \$594,679
 - **Amendment 1:** September 30, 2025 – July 26, 2027
- **Amendment 1 Cost:** \$61,925
- **Total Estimated Cost:** \$1,503,158 (based on all renewals and amendment 1)
- **Funding Source:** 211 Education and General Carryforward

Supporting Documentation: Contract Summary Sheet
Contract PUR-08468 and Amendment
Funding Certification Form

5) Contract PUR-05829 Amendment 1 with BetterMynd, Inc. This contract is being requested by the Division of Student Affairs, Student Health and Wellness. The services provided by this supplier will be offered by the Counseling and Psychological Services to provide access to online counseling resources, that enables students to schedule and participate in teletherapy sessions with

licensed mental health clinicians, therefore increasing accessibility to mental health resources for FIU's student body.

Procurement Method:

Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(6) Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration. Prescriptive assistive devices for medical, developmental or vocational rehabilitation including, but not limited to prosthetics, orthotics, wheelchairs and other related equipment and supplies, provided they are purchased on the basis of an established fee schedule or by a method that ensures the best price, taking into consideration the needs of the client.

- Initial contract: February 4, 2022 – May 31, 2022
- Amendment A of initial contract: FIU agreed to purchase additional sessions
- Amendment A1 of initial contract: Extension through September 30, 2022
- Second contract: Extension through September 30, 2025
-
- **Amendment 1 of the second contract PUR-05829 to renew:** October 1, 2025-September 30, 2028
- **Total Estimated Cost:** \$1,322,333 (\$722,446 spent to date, plus 3-year renewal \$599,887)
- **Funding Source:** 331 Auxiliary Enterprises

Supporting Documentation: Contract Summary Sheet
FIU Initial Contract PUR-04886, Amendments A and A1
FIU Second Contract PUR-05829 and Amendment 1
Funding Certification Form

Facilitator/Presenter: David H. Snider

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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: Approval for the College of Business not to exceed \$1.2M in annual marketing spend for Google and Meta/Instagram for the sole purpose of the marketing and recruitment of the College's Graduate Programs.

Funding Source(s):

Fund Code	Fund Code Description
335	Continuing Education

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.

William G. Hardin, III, Dean College of Business

9/5/2025

Date

DocuSigned by:

David H. Snider, Interim Senior Vice President
and Chief Financial Officer

9/5/2025

Date

DocuSigned by:

Carlos B. Castillo, General Counsel

9/5/2025

Date

Jeanette M. Nuñez, President

9/10/25

Date

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FIU Contract# PUR-10535

Supplier Name/ Supplier Address

Huntington Technology Finance, a division of The Huntington National Bank
2285 Franklin Road, Suite 100
Bloomfield Hills, MI 48302

State of Incorporation

State of Michigan

Initial Term

Agreement terms: September 26, 2025 to September 26, 2030

Renewal Options

N/A

Extension Options

N/A

Department Contact Information

Helvetiella Longoria – Extension 7-3591
Ayleen Ramos – Extension 7-5482

Department Name

Division of Information Technology

Purchasing Contact

Jacob Zade

General Scope of Work

Efficient IP DDI & DNS Security Solutions.

Replacement of the Dynamic Name Service (DNS) and Dynamic Host Configuration Protocol (DHCP) hardware and licenses.

Pricing

Total Estimated Cost: \$1,965,812.50 for 5 years.

(Purchased through Supplier Sinnott Wolach and financed with Huntington Technology Finance per FIU Contract # PUR-10535)

Year 1 \$ 393,162.50

Year 2 \$ 393,162.50

Year 3 \$ 393,162.50

Year 4 \$ 393,162.50

Year 5 \$ 393,162.50

Funding Source(s): (453) Technology Fee

Insurance Requirement

Additional Requirements

N/A

Notes – N/A

PIGGYBACK AGREEMENT

THIS PIGGYBACK AGREEMENT (the "Agreement") is made and entered on the last date signed below by and between **The Florida International University Board of Trustees ("FIU")**, a Florida public body corporate, and **Sinnott Wolach Technology Group Inc. (the "Contractor")**, located at 9851 SW 16th Terrace, Miami, FL 33165, to provide the Services (as hereinafter defined) pursuant to the terms and conditions of this Agreement.

RECITALS

WHEREAS, the Florida Board of Governors' Regulation 18.001(1)(c) and FIU Regulation 2201 allow FIU to utilize contracts that are entered into after a public and open competitive solicitation by any State of Florida agency or department, the Federal Government, other states, political subdivisions, cooperatives or consortia, or any independent college or university for the procurement of commodities and contractual services, when it is determined to be cost-effective and in the best interest of FIU, to make purchases under contracts let by such other entities;

WHEREAS, Sourcewell, a Cooperative, issued the Solicitation (defined below) and pursuant to the aforementioned solicitation requirements, awarded the Solicitation to SYNEX Corporation, and entered into that certain Contract with SYNEX Corporation; and

WHEREAS, pursuant to Section 2 of the Contract, SYNEX Corporation has been authorized to add approved distributors or dealers, to sell under the Contract, and Contractor is the approved subcontractor as set forth in the Contract.

WHEREAS, FIU desires to obtain the Services contemplated in the Solicitation.

NOW THEREFORE, FIU and Contractor agree to utilize the Solicitation and Contract and enter into this Agreement for Contractor to provide the Services, as may be required by FIU, pursuant to the following details:

Services:	Private Wireless Services and Related Solutions	
Solicitation:	RFP # 020624	("Exhibit I")
Response:	Attached	("Exhibit II")
Contract:	Contract 020624-SYN Attached	("Exhibit III")
Price Sheet:	Quote 118173-JW Attached	("Exhibit IV")
Other:	Approved Subcontractor List	("Exhibit V")

The aforementioned Exhibits are attached to this Agreement and are herein incorporated by this reference. In the event of any conflicts between the terms thereof, the documents (to the extent applicable) shall govern in the following order of precedence: (1) this Agreement; (2) the Quote 118173-JW (Exhibit IV); (3) the Sourcewell Contract #020624-SYN (Exhibit III); (4) the Solicitation (Exhibit I); and (5) the Response (Exhibit II). Notwithstanding the foregoing, the terms of the Terms and Conditions attached to this Agreement are incorporated into this Agreement and shall govern.

BY SIGNING BELOW, CONTRACTOR REPRESENTS THAT CONTRACTOR ACCEPTS ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Contractor:**SINNOTT WOLACH TECHNOLOGY
GROUP INC.**

Signature: _____

Name: Jeff WolachTitle: PresidentDate: August 22, 2025**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

Signature: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **Effective Date.** The "Effective Date" of this Agreement shall be the date upon which the last party to execute this Agreement has done so, as evidenced by the date noted below its signature.
2. **Term.** This Agreement shall commence on the Effective Date and shall continue for 5 (five) years.
3. **Payment.** FIU shall pay Contractor pursuant to Exhibit IV.
4. **Payment Terms.** Contractor 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 the Contractor's rights as a vendor 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 the Contractor, 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 vendors who may be experiencing problems in obtaining timely payment from FIU. The Vendor Ombudsman may be contacted at (305) 348-2101. The Contractor shall cooperate with FIU and provide specific records and/or access to all of the Contractor's records related to this Agreement for purposes of conducting an audit or investigation. FIU will provide Contractor with reasonable notice of the need for such records or access.
5. **Beneficiary.** The parties agree that all obligations of Contractor under the Contract, and all benefits provided therein by Contractor pursuant to the Solicitation and the contract resulting therefrom, shall inure to the benefit of FIU, and, as applicable, Florida International University, the FIU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, successors and assigns, pursuant to this Agreement.
6. **No Guarantees.** Contractor acknowledges that this Agreement is not a guarantee of any work.
7. **Insurance.** Contractor shall, at minimum, have and maintain the types and amounts of insurance outlined in the Solicitation, in addition to that which is necessary to protect both Contractor and FIU against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of the Agreement, in any and all forms. Contractor shall name and shall require all providers, partners, suppliers, subcontractors and anyone else providing services relating to this Agreement to name, as appropriate, 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. The policies of the Contractor, its providers, partners, suppliers and subcontractors and anyone else providing services to the University shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto. FIU, as a public body corporate entity, is self-insured, and will provide its Certificate of Insurance upon request; FIU will not purchase additional insurance coverage for this Agreement. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.
8. **Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives shall be considered FIU's employees or agents. Contractor represents that Contractor and Contractor's spouse or child are not employees of the University, and Contractor does not have an employment or contractual relationship with an employee of the University pursuant to [FIU Policy 140.105](#). The Contractor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). 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. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under this Agreement.
9. **Notices.** Any notices required under this Agreement shall be sent via U.S. Mail, return receipt requested, to the parties at the following addresses:

To Contractor:

Sinnott Wolach Technology Group Inc.
9851 SW 16th Terrace, Miami, FL 33165
Attn: [Manager], [Title]

To FIU:
Florida International University
Procurement Services
11200 S.W. 8th Street, CSC 411
Miami, Florida 33199
Attn: Purchasing Director

With a copy to:
Florida International University
Office of the General Counsel
11200 S.W. 8th Street, PC 511
Miami, Florida 33199

10. Annual Appropriations. FIU's performance and obligation to pay under this Agreement 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 the Contractor of the non-availability of funds when FIU has knowledge thereof. Upon receipt of such notice by Contractor, Contractor is entitled to payment only for those services performed and accepted by FIU prior to the date such notice is received.

11. Taxes. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

12. Travel Expenses. Contractor shall not charge FIU for any travel expenses, meals, and lodging unless otherwise provided in this Agreement and FIU's prior written approval of the expenses has been obtained. Under such circumstances, Contractor 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](#). Contractor is responsible for any expenses in excess of these prescribed amounts.

13. Force Majeure. No default, delay or failure to perform on the part of the 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; epidemics; 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.

14. Sovereign Immunity. Nothing in this Agreement shall be construed as an indemnification of the Contractor by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

15. Indemnification. The Contractor is responsible for its performance under this Agreement. The Contractor 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 Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the FIU premises in performance of this Agreement. This provision shall survive termination or expiration of this Agreement.

16. Trademark or Copyright Infringement. Contractor 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 the Contractor's product infringes a trademark or copyright of a third party; provided that FIU notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Contractor 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 Contractor's expense. Such defense and indemnity shall survive termination or expiration of this Agreement.

17. **Compliance with Laws.** In the performance of the Agreement, Contractor shall, at its own expense, at all times during the term of the Agreement: (A) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Contractor's industry standard, as well as all applicable FIU regulations; and (B) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. This obligation shall specifically include, but is not limited to, Contractor's compliance with applicable export control laws, including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Office of Foreign Assets Control Regulations (OFAC).

18. **Privacy.** Contractor shall, at its own expense, at all times during the term of the Agreement, 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 1930.021](#) – Data Stewardship (collectively, "Privacy Laws"). Contractor shall obtain in advance all necessary permissions and consents, as applicable, in regards to its collection/receipt of any such information. Further, if Contractor is assuming duties that would otherwise be provided by FIU and will have access to student data, Contractor 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 Contractor of any PHI, FIU and Contractor shall, pursuant to [FIU Policy 1660.015](#), enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Contractor agrees to include all of such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Contractor.

19. **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 the Contractor prior notice. If Contractor is a "contractor" as defined under Section 119.0701, Florida Statutes, Contractor shall comply with all applicable public records laws. Specifically, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by FIU to perform the Service. If Contractor transfers all public records to FIU upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor 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 Contractor of such request, and Contractor must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with the request for records, FIU shall enforce the terms of the contract, and Contractor 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 Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY E-MAIL AT recordsmanagement@fiu.edu, OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

20. **Third Party Beneficiaries.** The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.

21. Confidentiality of Information. The Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to the Contractor by FIU or FIU's affiliates in connection with this Agreement and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FIU in connection with this Agreement or which reflect any of the documents, studies, materials or information furnished to the Contractor 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. The Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to the Contractor's performance under this Agreement, and the Contractor 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. The Contractor shall not disclose Information to third parties unless it obtains FIU's written consent to such disclosure.

In the event the Contractor required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor 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 this Agreement or upon request by FIU, the Contractor shall promptly return the Information to FIU. Notwithstanding the foregoing, if FIU will share or provide access to protected health information or "PHI" to FIU for the Contractor to perform this Agreement, FIU and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of this Agreement regarding the PHI (in lieu of this provision). In the event that FIU will share with or provide access to Contractor of any protected health information ("PHI"), as that term is or may be defined by state or federal law, FIU and Contractor shall, pursuant to [FIU Policy 1660.015](#), enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Contractor agrees to include all of such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Contractor. This provision shall survive the termination or expiration of this Agreement.

22. Lobbying. Contractor is prohibited from using funds provided under this Agreement 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.

23. Federal Funds. If FIU has entered into an agreement with the United States of America, or any Department thereof, and this Agreement is entered into with Contractor to further the performance of the work required in such federal agreement, Contractor shall comply with the terms contained in FIU's Federally Funded Projects Addendum found at <https://generalcounsel.fiu.edu/contracts-forms/>, herein incorporated by reference.

24. Section 889 Compliance Certification. Contractor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).

25. Termination for Cause. Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice setting forth with specificity the basis for the termination of this Agreement for cause. For purposes of this Agreement, "cause" shall mean the failure by either party to: (i) provide the goods or perform the services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.

26. Termination without Cause. FIU may terminate this Agreement by giving Contractor at least ninety (90) days prior written notice of termination. FIU shall only be liable for payment of goods received and/or services rendered and accepted by FIU prior to the effective date of termination.

27. Information Technology. If Contractor has access to FIU's information technology infrastructure, or will be providing such infrastructure to FIU, Contractor agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor further agrees to:

- a. 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](#);

- b. 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](#);
- c. 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;
- d. 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 the Contractor's designated backup and recovery process;
- e. Domain Encryption: that any websites hosted by Contractor 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](#);
- f. 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;
- g. 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;
- h. Data Re-Use: that all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor 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;
- i. Data Destruction: that, upon termination of the Agreement, 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 Agreement or within seven (7) days of the request of an agent of FIU, whichever shall come first; and
- j. 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 Contractor's security obligations or other event requiring notification under applicable law (a "Notification Event"), Contractor 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.

28. PCI DSS. If Contractor's provision of services involve the acceptance of funds on behalf of the University or involve credit card services, Contractor agrees to comply with those terms contained in [FIU Policy 1110.025 - Payment Card Processing](#) reference. Further, Contractor shall be responsible for the security of all FIU customer cardholder data in its possession. Contractor represents and warrants that for the life of the Agreement and/or while Contractor 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/>). Contractor 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. Contractor agrees to provide to FIU a current and complete copy of their Attestation of Compliance (AOC). Further, Contractor 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).

29. E-Verify: All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Contractor 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 Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Contractor for any violation of this provision.

30. Deletion. Any term and/or condition in the Exhibits on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Contractor; (b) Restrictions on the hiring of Contractor'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 Agreement; (f) Limitation of time to bring suit; (g) Limitation

of Contractor's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Contractor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Contractor by FIU.

31. 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.

32. Assignment/Modification of Contract. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. This Agreement shall be binding upon the parties' successors and assigns.

33. Governing Law; Venue. This Agreement is governed by the laws of the State of Florida and exclusive venue of any actions arising out of this Agreement shall be in the courts in Miami-Dade County, Florida.

34. Entire Agreement. This Agreement, 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 this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

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SinnottWolach TECHNOLOGY GROUP

9851 SW 16th Terrace
Miami, FL 33165
(305) 495-0980

www.SW-TechGroup.com

Quotation

Date	Quote #
8/13/2025	118173-JW

Bill To
Florida International University Controllers Office Accounts Payable CSC 310 11200 S.W. 8th Street Miami, Florida 33199

Ship To
Florida International University Modesto A. Maidique Campus 11200 S.W. 8th St.-PC 00531 Miami, FL 33199 ATTN: Helve Lcnguria

Tax ID	Terms	Expires	Sales Rep	Rep Phone	FOB
65-0997051	Net 30	9/30/2025	JW	(305) 495-0980	Origin
Item	Description	Qty	Unit Price	Total	
SDS-570-DSB-T3-EX-5YS-SM	*** EfficientIP DDI & DNS Security Solution - 5 years *** 5 Year Subscription - DNS security extensions bundle - DNS Guardian, Intelligence Center (Investigate Only), Threat Pulse Elite for SOLIDserver 570 DDI software - 8x5 support services Extended Contract Catalog Pricing is \$33,486.40	7	50,700.65	354,904.55	
SDS-1170-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 1170 software appliance DNS(DHCP-IPAM Services - 24/7 support services Extended Contract Catalog Pricing is \$48,159.36	3	45,651.06	136,953.18	
SDS-2270-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 2270 software appliance DNS-DHCP-IPAM Services - 24/7 support services Extended Contract Catalog Pricing is \$79,896.96	2	76,567.92	153,135.84	
SDS-3370-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 3370 software appliance DNS-DHCP-IPAM Services - 24/7 support services Extended Contract Catalog Pricing is \$207,119.04	2	198,489.08	396,978.16	
SDS-570-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 570 software appliance DNS-DHCP-IPAM Services - 24/7 support services	3	22,294.36	66,883.08	
				Total	
Thank you for this opportunity to submit our proposal for your consideration. Your Purchase Order should be made out to Sinnott Wolach Technology Group and faxed or mailed to the following address: Sinnott Wolach Technology Group 9851 SW 16th Terrace Miami, FL 33165		Purchase Order Must include: 1. Terms - Net 30 days 2. FOB Origin 3. Shipping Address, POC and Phone Number			
		A Charge of 1.5% will be added to all accounts not paid within 30 days, and an additional 1.5% will be added each additional 30 days.			

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Tax ID	Terms	Expires	Sales Rep	Rep Phone	FOB
65-0997051	Net 30	9/30/2025	JW	(305) 495-0980	Origin
Item	Description	Qty	Unit Price	Total	
SDS-570-DDI-5YS-GM	Extended Contract Catalog Pricing is \$23,263.68 5 Year Period Subscription for SOLIDserver 570 software appliance DNS-DHCP-IPAM Services - 24/7 support services	12	22,244.08083	266,928.97	
LARGE-HW-AC	Extended Contract Catalog Pricing is \$23,263.68 LARGE hardware appliance with AC power supplies for SOLIDserver subscription	1	10,655.04	10,655.04	
MEDIUM-HW-AC	Extended Contract Catalog Pricing is \$10,655.04 EFFICIENTIP EFFICIENT IP MEDIUM HARDWARE APPLIANCE WITH AC POWER SUPPLIES FOR SOLIDSERVER SUBSCRIPTION	7	8,965.44	62,758.08	
MSS-LARGE-HW-AC	Extended Contract Catalog Pricing is \$8,965.44 5 year support for LARGE-HW-AC - 8x5 support services - Hardware replacement next business day	1	9,590.40	9,590.40	
MSS-MEDIUM-HW-AC	Extended Contract Catalog Pricing is \$9,590.40 5 year support for MEDIUM-HW-AC - 8x5 support services - Hardware replacement next business day	7	8,069.76	56,488.32	
PSD-FC	Extended Contract Catalog Pricing is \$8,069.76 Professional Service - Flex credit (Use or Lose) for TAM service usage only (Daily Cost) Extended Contract Catalog Pricing is \$1,848.00	5	1,848.00	9,240.00	

Total

Thank you for this opportunity to submit our proposal for your consideration. Your Purchase Order should be made out to Sinnott Wolach Technology Group and faxed or mailed to the following address:

Sinnott Wolach Technology Group
9851 SW 16th Terrace
Miami, FL 33165

Purchase Order Must Include:

1. Terms - Net 30 days
2. FOB Origin
3. Shipping Address, POC and Phone Number

A Charge of 1.5% will be added to all accounts not paid within 30 days, and an additional 1.5% will be added each additional 30 days.



SinnottWolach TECHNOLOGY GROUP

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Miami, FL 33165
(305) 495-0980

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Quotation

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Tax ID	Terms	Expires	Sales Rep	Rep Phone	FOB
65-0997051	Net 30	9/30/2025	JW	(305) 495-0980	Origin
Item	Description	Qty	Unit Price	Total	
PSE-SOW	Professional Services Engagement (Fixed Price Project) - Statement of Work Required Extended Contract Catalog Pricing is \$84,810.04	1	74,303.46	74,303.46	
TAM-5Y5-G	5 Year Subscription - Technical Account Management services - Gold Extended Contract Catalog Pricing is \$105,600.00	1	105,600.00	105,600.00	
CT-1Y5-ONE	Yearly Training Subscription for 1 User - DOI Administration, DNS Security and Guardian. Ask the Instructor sessions, All certification vouchers, Extra lab access (80 hours/user), New eLearning content Extended Contract Catalog Pricing is \$3,696.00	5	3,696.00	18,480.00	
PROSERV	5 Year support Professional Project Services Extended Contract Catalog Pricing is \$48,245.08	5	48,245.084	241,225.42	
SDS-SHIP	Shipping charge per hardware appliance server ** Pricing is based off of Sourcewell contract 020624-SYN **	8	211.00	1,688.00	
				Total	\$1,965,812.50

Thank you for this opportunity to submit our proposal for your consideration. Your Purchase Order should be made out to Sinnott Wolach Technology Group and faxed or mailed to the following address:

Sinnott Wolach Technology Group
9851 SW 16th Terrace
Miami, FL 33165

Purchase Order Must Include:

1. Terms - Net 30 days
2. FOB Origin
3. Shipping Address, POC and Phone Number

A Charge of 1.5% will be added to all accounts not paid within 30 days, and an additional 1.5% will be added each additional 30 days.

Equipment Finance Agreement No. FTU-001
dated _____, 2025

Customer:	Florida International University	Funder:	Huntington Technology Finance, a division of The Huntington National Bank			
Street Address:	11200 SW 8th St.	Street Address:	2285 Franklin Road, Suite 100			
City/State/Zip:	Miami, FL 33174	City/State/Zip:	Bloomfield Hills, MI 48302			
Qty.	Mfr.	Product Model No.	Description	Serial Number	Financed Amount	Periodic Payment
Please see Schedule A Attached hereto for description of Products.						
Base Term: 5 Years				Total:	\$1,965,812.50	\$393,162.50
Due Dates: Periodic Payments are due in advance on the first day of each Payment Period.				Base Term Commencement Date: The first day of the month occurring on or after the latest Acceptance Date for the Products.		
Payment Period: Each year during the Term beginning on the Base Term Commencement Date.				Provider: Sinnott Wolach Technology Group		
Customer Location: Modesto A. Maidique Campus 11200 S.W. 8th St.-PC 00531 Miami, FL 33199				Provider Agreement: 118171JW		
				Outside Acceptance Date: October 31, 2025		

Special Terms: None.

1. Financing. Funder will finance the Products and Financed Amount (and for Customer's benefit satisfy Customer's obligation to pay the Financed Amount for the Products to Provider on the payment terms of the Provider Agreement and the terms hereof) for Customer to acquire, receive, use, and/or benefit from the products, hardware, goods, software, media, licenses, services, supplies, and other items described herein as *Products*. The term *Products* shall include, and Funder's security interest therein shall also extend, to all attachments, amendments, alterations, or additions—whether or not required or permitted to be made hereunder—and all substitutions, products, replacements, and proceeds of all of the foregoing. The term *Provider* shall include, in addition to any Provider described herein, any person providing, supplying, or performing any Products or who is otherwise entitled to payment of any Financed Amount. The term *Provider Agreement* shall include, and Funder's security interest therein shall also extend, in addition to any Provider Agreement described herein, any invoice or other document made with or received by Customer or Funder or that otherwise relates to the Products, or their provision or performance, or payment of the Financed Amount, and all amendments, substitutions, products, replacements, and proceeds of all of the foregoing. The Special Terms and other provisions of this Agreement preceding this section control to the extent of inconsistencies with the rest of this Agreement.

2. Procurement. Customer is responsible for the Provider Agreement and otherwise contracting for and procuring the Products and their delivery to the Customer Location, including paying the Financed Amount to Provider on the terms of the Provider Agreement before this Agreement requires Funder to satisfy Customer's obligation to pay Provider the Financed Amount. All Products are provided by Provider directly to Customer and not by Funder. If Funder makes, receives, accepts, or performs any part of the Provider Agreement: (a) it shall be acting merely as Customer's agent (all such actions being hereby duly authorized and ratified); (b) Funder will have no responsibility for, and Customer waives receipt or notice of, any terms included or not included therein or any such action undertaken by Funder; and (c) any right, title, or interest in the Products or any obligation under the Provider Agreement that may be deemed Funder's personal liability as a result of its action is transferred to and, subject to the pledge hereunder, the sole right of Customer. Funder will finance the Products for Customer, and assume and satisfy Customer's obligation to pay Provider the Financed Amount therefor on the payment terms of the Provider Agreement and the terms hereof (as Funder's personal obligation, and not as Customer's agent), only if: no Event of Default, or event that with notice or the lapse of time or both would constitute an Event of Default, is continuing; and on or before the Outside Acceptance Date or, if no Outside Acceptance Date is specified in this Agreement, one month from the date of this Agreement, Funder receives the Acceptance Certificate executed by Customer and this Agreement executed by the parties, and such other documents or assurances as Funder may reasonably request. The amount Funder will pay Provider to satisfy the Financed Amount may be reduced if so agreed between Funder and Provider, including as a result of Funder paying it before its being due, without affecting the Periodic Payments hereunder, and, if required by Funder, such an agreement between Funder and Provider is a condition to Funder's obligations hereunder.

3. Acceptance. Promptly upon the date Customer accepts the Products and is prepared for Funder to satisfy Customer's obligation to pay Provider the Financed Amount ("Acceptance Date"), Customer will execute a certificate of acceptance acceptable to Funder for the Products ("Acceptance Certificate").

4. Term; Non-Appropriations. The term of the financing of the Products ("Term") begins on and as of the Base Term Commencement Date and continues

for the Base Term (unless terminated earlier as expressly provided herein) or until Customer has paid all Periodic Payments due and scheduled to become due under this Agreement for the originally scheduled term hereof and any other amounts that may from time to time become due hereunder. The Term also includes the period, if any, from and including the Acceptance Date to but excluding the Base Term Commencement Date. For clarity, the Term also includes and shall extend for the period, if any, following the expiration of the originally scheduled term hereof until all Periodic Payments and other amounts hereunder are paid (but no additional Periodic Payments will apply during any such extension to the originally scheduled term hereof).

If Customer notifies Funder at the time Customer executes this Agreement that financings with Customer are generally subject to moneys being duly appropriated, then the following will apply: (a) as of the date Customer enters into this Agreement, Customer affirms its present intention to continue this Agreement for its entire scheduled Term and to pay all amounts relating hereto, and to the extent permitted by law, to do all things lawfully within its power to obtain and maintain funds from which the Periodic Payments and all other amounts due hereunder may be made, including allocating in its budget request for each fiscal year during the Term all amounts anticipated to become due in such fiscal year, and also including using its best efforts and all reasonable and lawful means available to secure the appropriation such amounts; (b) the parties acknowledge that appropriation for such amounts is a governmental function which Customer cannot contractually commit itself in advance to perform and that this Agreement does not constitute such a commitment, however, Customer reasonably believes that moneys sufficient to pay such amounts can and will lawfully be appropriated and made available to permit Customer's continued use of the Products in the performance of its essential functions during the term of this Agreement; (c) if Customer fails to appropriate sufficient moneys in any fiscal year for Periodic Payments or other amounts due under this Agreement, and if other funds are not available for such payments, then Customer shall give Funder notice and written evidence of the non-appropriation at least 60 days before the end of the then current fiscal year or, if the non-appropriation has not occurred by then, immediately upon the occurrence of the non-appropriation, in which case, on the last day of the fiscal year for which appropriations have been made, this Agreement and the Term hereof shall terminate (without penalty or fee to Customer) and Customer shall immediately cease all access to, and use of, the Products and certify in writing that all data and credentials have been deleted or returned; and (d) Customer shall nonetheless and in all events be required to pay all Periodic Payments and other amounts due or to become due under this Agreement for which moneys shall have been appropriated or are otherwise available.

5. Payments. Regardless of whether Customer receives invoices or notices that any Periodic Payments are due, Customer will pay the Periodic Payments, plus applicable taxes, if any, for the Term, at Funder's address specified herein or at such other address as Funder may specify in any invoice or other writing, on the Due Dates. Funder will invoice Customer for Periodic Payments, but the sole remedy for any failure to invoice shall be that no late interest shall accrue under this section on any Periodic Payment until payment has been demanded in writing (including in any invoice) for at least 30 days. Funder will apply payments received hereunder in such order and manner as Funder may determine in its sole discretion to any amounts due and outstanding hereunder. This Agreement is an unconditional, noncancelable financing agreement and is independent of the Provider Agreement. From and after the Acceptance Date, Customer's obligation to pay Periodic Payments and other amounts under this Agreement shall be absolute and unconditional and not

subject to abatement, reduction, offset, recoupment, compensation, crossclaim, counterclaim, or any other defense whatsoever, arising under this Agreement or otherwise, or against Funder, Assignee, Provider, any Products' manufacturer or licensor, or any other person, even if any of them are the subject of an Insolvency Event (as defined below), and even if any failure of any Products to be provided, performed, useful, or beneficial to Customer (as a result of an Insolvency Event as to any person or otherwise) would permit Customer to terminate or suspend performance under the Provider Agreement. However, the foregoing does not limit Customer's enforcement of rights to damages against Funder in a separate action at law. Payments for partial periods will be prorated on the basis of a 360-day year, 90-day quarter, or 30-day month, as applicable. Customer may prepay Periodic Payments at any time without penalty, fee, discount, or rebate. Amounts due to Funder hereunder that are not paid within 10 days of their due dates will bear interest, payable upon demand, at 12% per year, or such lesser rate as may be the maximum lawful rate, from their due dates.

6. Pledge. Customer acknowledges and agrees that the Products and Provider Agreement may be transferred to Funder solely for the purpose of establishing Funder's contractual rights under this Agreement. Nothing in this Agreement shall be construed to create a lien, encumbrance, or security interest in any property of the State of Florida or any state agency, nor shall it obligate the State to any payment beyond appropriated funds.

7. Equipment. With respect to Products that are equipment, hardware, and other goods (other than consumables) ("Equipment"):

(a) **Covenants.** Customer will at all times until the end of the Term: (i) maintain the Equipment in good working order and condition; (ii) keep the Equipment at the Customer Location, except for relocations to another of Customer's business locations within the USA for which Customer notifies Funder of the relocation within 30 days thereafter, and except for temporary removals of items intended for travel, such as laptop computers, which require no such notice; (iii) not make alterations or additions to any Equipment except those that are readily removable without damage and do not result in an encumbrance thereon or are required to comply with law; (iv) not permit any Equipment to become an accession, a fixture, or real property; (v) affix to the Equipment any labels Funder may supply disclosing Funder's interest therein; (vi) not permit any Equipment to become an accession, a fixture, or real property; (vii) permit Funder to access and inspect the Equipment at any reasonable time (subject to Customer's usual, reasonable security procedures); and (viii) before the Acceptance Date, if requested by Funder, and from time to time within 30 days of any request by Funder, Customer will provide a written waiver of any claim to any Equipment by any person having an interest in the real property where any Products are located.

(b) **Risk of Loss.** Customer will at all times bear the entire risk of whole or partial loss, theft, destruction or damage to the Equipment from any cause whatsoever, or requisition of the Equipment by any governmental entity, or expropriation or the taking of the Equipment by eminent domain or otherwise (collectively, "Loss"). Except as provided in this section, no Loss will condition, reduce, or relieve Customer's obligations under this Agreement, including its obligation to pay Periodic Payments in full. Until the end of the Term: (i) Customer will give Funder notice within 10 days of any Loss; (ii) upon any damage that can be economically repaired, Customer will immediately place the Equipment in good working order and condition; and (iii) upon any other kind of Loss, or if Customer does not place the Equipment in good working order and condition within 30 days of any economically repairable damage, Customer will upon Funder's demand pay Funder the Remaining Balance.

(c) **Surrender.** Any surrender of Equipment by Customer to Funder or repossession of Equipment by Funder from Customer, as a result of Funder's exercise of its remedies hereunder or otherwise, will not constitute a termination of the Periodic Payments or the Term or this Agreement or Customer's related obligations. When received by Funder, the Equipment shall be: in good working order; reasonably clean and cosmetically good; in the same condition as when shipped to Customer, reasonable wear and tear excepted; free of password protection, programs, and data; if applicable to the operation of the Equipment, free of consumables and of fuel, chemicals, or wastes and free of all toxic, hazardous, or dangerous materials not originally a part of the Equipment; and, except for personal computers, at the Equipment's manufacturer's minimum acceptable and current engineering level, and certified by the Equipment's manufacturer as eligible for its prime-shift maintenance contract, if generally available, at then prevailing rates without the need for Funder to incur any repair, rehabilitation, or certification expense.

(d) **Default.** It is an Event of Default under this Agreement (in addition to the other Events of Default provided herein) if: (i) unless expressly permitted by subsection (ii) of section (a) above, Customer relocates any Equipment or, unless expressly permitted by Section 17 below, Customer purports to assign or let any interest in the Equipment; or (ii) any Equipment is levied against, seized, or attached.

(e) **Software.** The Equipment may contain software in which the parties have no ownership or other proprietary rights. Where required by Provider or a software manufacturer or licensor, Customer at its own expense will enter into a license or other agreement for the use of the software. Any such agreement will be separate and distinct from this Agreement, and except as otherwise provided in this Agreement Funder will have no rights or obligations thereunder.

8. Covenants. Customer will until the end of the Term: (a) procure, use, and benefit from the Products only for business purposes; (b) comply with all laws and regulations applicable to or affecting this Agreement, the Products, or Customer, including laws relating to hazardous materials and the environment; (c) furnish

Funder with its annual certified or audited and quarterly financial statements (at any time that its current financial statements are not readily available on the internet through a free governmental website), and Customer represents and warrants that all such financial statements or other financial information will be prepared in accordance with generally accepted accounting principles and accurately present Customer's financial position as of the dates given; (d) furnish Funder with resolutions, certifications of the names, titles, signatures, and authority of those persons executing documents on behalf of Customer, opinions of counsel, and such other information and documents as Funder may reasonably request; and (e) promptly notify Funder of any change in Customer's name, or the form or jurisdiction in which it is organized, or in the location of its chief executive or registered office.

9. Title. Except as a result of Funder's exercise of remedies relating to or contemplated under this Agreement, Customer and not Funder will own the Products, even if the Provider Agreement is in whole or in part made, received, accepted, or performed by Funder. The Products will remain separate personal property even if physically attached to other personal property or to any real property. Customer will keep the Products free of encumbrances (other than this Agreement or encumbrances created by Funder or Assignee in accordance with applicable law). If and to the extent any Products may be considered to have been transferred to, through, or by Funder, Funder shall be acting merely as Customer's agent and, solely to the extent and limitations set forth in Sec. 768.287, F.S., Customer will indemnify Funder for any Claims relating to any such transfer.

10. Disclaimers and Limitations; Relationship to Provider. Customer has independently selected the Products and Provider based solely on its own judgment and without relying on any statements made by Funder. Provider and Funder do not make any statement, representation, warranty, or promise made by the other, and are not agents of one another (even if they are affiliated or closely connected by ownership, contract, or otherwise). Customer will look solely to Provider for its receipt, use, or benefit of any Products, and for its satisfaction with and all claims or and other matters in any way relating to the Products or Provider Agreement. Funder finances the Products and Financed Amount for Customer As-Is, Where-Is, What-Is, If-Is, and without recourse. Funder makes no (and disclaims any) representations, warranties, and conditions as to the Products, expressed or implied, including as to any Products' description, title, condition, existence, quality, merchantability, or fitness for any person's particular purpose, use, or benefit, or issues regarding infringement of the intellectual property or other rights of any person. However, if any right, title, or interest in any Products is transferred or deemed transferred by Funder to Customer under Sections 2 above or 9 above, Funder will warrant the absence of any encumbrances by, through, or under Funder and, on request, provide Customer with Funder's standard written confirmation to the foregoing effect. Funder will have no liability to Customer, or its customers, or any other persons, for indirect, special, or consequential damages, or damages based on strict or absolute tort liability or specific performance arising out of this Agreement or concerning any Products, or the good faith exercise of Funder's rights and remedies hereunder. To the extent permitted by applicable law, Customer waives any and all rights and remedies conferred upon it by applicable law that may limit or modify Funder's rights or Customer's obligations as described in this Agreement. The provisions of this section (and the rest of this Agreement) apply in full regardless of whether, when, how, or where the Products are received, performed, or contracted for. This section does not affect Customer's rights not inconsistent with this Agreement that Customer may have against persons other than Funder and its Assignees, including any Products' Provider, manufacturer, or licensor.

11. Customer Warranties. Customer represents and warrants when it executes this Agreement, and when it executes the Acceptance Certificate, that: (a) Customer is duly organized and in good standing under applicable law in the jurisdictions of its organization and domicile and in which any Products may be located with full power and authority to enter into this Agreement; (b) this Agreement is enforceable against Customer in accordance with its terms, subject to laws of general application affecting creditors' rights generally, and does not breach or create a default under any instrument or agreement binding on Customer; (c) no proceedings exist before any court or administrative agency that would have a material adverse effect on Customer, this Agreement, or any Products, nor has Customer been threatened with any such proceedings; (d) the financial statements and other financial information made available by Customer have been prepared in accordance with generally accepted accounting principles and accurately present Customer's financial position as of the dates given; and (e) Customer's chief executive and registered office is located at its address specified in this Agreement.

12. Net Financing. Customer will at all times be responsible and file for and directly pay to the applicable taxing authority all applicable personal property taxes on any Products. Customer will at all times also be responsible for, self-assess, file for, and directly pay all liabilities, damages, taxes, fees, assessments, charges, registrations, duties, withholdings, losses, penalties, expenses (including reasonable legal fees and disbursements and costs), penalties, fines, interest, claims, actions, and suits ("Claims") relating to this Agreement, the Provider Agreement, or the Products or their operation, selection, manufacture, provision, obtaining, licensing, purchase or procurement, ownership, financing, possession, maintenance, delivery, return, or transfer; and, in each case, regardless of whether, when, how, or where the Products are received, performed, or contracted for. If any of the foregoing are imposed on or required to be collected by Funder, Assignee, Provider, or any of their affiliates, Customer will on demand reimburse the other person therefor if so instructed in writing or invoiced. However, Customer will not be liable under this section for:

(a) the net price of the Products included within the Financed Amount after this Agreement requires Funder to satisfy Customer's obligation to pay Provider the Financed Amount; (b) taxes imposed on or measured by Funder's, Assignee's, Provider's, or any of their affiliates' net income or tax preference items, or any such

person's overall business taxes that are in lieu of net income taxes, or any such person's corporate franchise or net worth taxes; or (c) to a person for any amounts to the extent arising from that person's negligence or willful misconduct or breach of its obligations hereunder. Customer may contest taxes on the Products in its own name and at its own expense and only so long as, in Lessor's opinion, the contest will not result in an encumbrance on any Products or otherwise jeopardize Funder's rights or interests therein. If sales or use taxes or other taxes or amounts due or imposed in connection with the Products or the inception of this Agreement are payable to Funder or Provider, at Funder's option Customer will remit such amounts on demand to Funder or Provider in a lump sum or further finance them hereunder (with the Financed Amount and Periodic Payments ratably increased).

13. Default. It is a default under this Agreement ("Event of Default") if:

(a) Customer's failure to perform any provision of this Agreement continues, after notice thereof, for 10 days in the case a failure to make a payment, or 30 days in the case of any other failure; (b) any representation, warranty, or other statement made by Customer in this Agreement or in any other instrument provided by Customer is incorrect in any material respect when made; (c) unless expressly permitted under Section 17 below, Customer does or purports to assign this Agreement or undergo a Change-In-Control; (d) Customer is or becomes the subject of an Insolvency Event; (e) any guarantor of this Agreement dies or is or becomes the subject of Insolvency Event or breaches or defaults under its guaranty; or (f) a default or event of default occurs under any other agreement entered into between Funder and Customer.

14. Remedies. If an Event of Default is continuing, or if at any time during the continuance of an Event of Default Funder has with or without notice to Customer declared the occurrence of the Event of Default, Funder may in its absolute discretion exercise any one or more of the following remedies:

- render any Products unusable;
- suspend performance, terminate access to the Products, or require Customer immediately cease all access to, and use of, the Products and certify in writing that all data and credentials have been deleted or returned;
- require Customer to deinstall, inspect, and properly pack the Products, and return the Products to Funder by such common carrier as Funder may specify, to a location designated by Funder within the continental United States of America, and there surrender control of the Products to Funder, and such actions will not constitute a termination of the Periodic Payments or the Term of this Agreement;
- declare all amounts appropriated through the end of the fiscal year immediately due and payable;
- proceed by court action to enforce performance by Customer of this Agreement and/or to recover all damages and reasonable expenses suffered by Funder as a consequence of any Event of Default; and
- pursue all other remedies available at law or in equity, subject to applicable limitations on enforcement against public entities.

Customer will also reimburse Funder for all reasonable expenses (including legal fees and disbursements and costs and fees of collection agencies) incurred by Funder in enforcing this Agreement. With respect to any notice of sale required by law, 10 days' notice is reasonable notice. The remedies provided in this Agreement are in addition to all other rights or remedies now or hereafter existing under this Agreement, or at law or in equity, and may be enforced concurrently therewith, and from time to time.

15. Remaining Balance. "Remaining Balance" means, as Funder's anticipated benefit of its bargain and profit from this Agreement (to which it will specifically be entitled), and as liquidated damages and not as a penalty, the sum of: (a) all amounts due and outstanding under this Agreement at the time the Remaining Balance is declared due; plus (b) the Periodic Payments scheduled to become due for the rest of the Term; plus (c) any amounts (other than the Periodic Payments themselves) that may have come due after the time the Remaining Balance is declared due through the time it is paid.

16. Funder Assignment. Funder may unqualifiedly assign this Agreement, in whole or in part, including by granting or assigning any encumbrance or other interest in this Agreement, to any person ("Assignee") after receipt of the written consent from Customer, such consent not to be unreasonably withheld. Each party acknowledges that any such assignment will not materially change Customer's or Funder's obligations under this Agreement. Without limiting the provisions of Section 5 above, Customer will, unless otherwise directed, unconditionally pay all amounts due hereunder to Assignee without abatement, reduction, offset, recoupment, compensation, cross-claim, counterclaim, notice, demand, or any defense whatsoever, arising hereunder, otherwise, or against any person. No Assignee will be obliged to perform any of Funder's obligations other than those expressly undertaken by the Assignee in writing. Customer will execute such acknowledgments of the assignment as may be reasonably requested by Funder or Assignee and not permit this Agreement to be amended or any of its terms waived without the consent of Assignee. Assignee will have all of Funder's rights, powers, and privileges hereunder, to the extent of the assignment, including the right to make further assignments. Assignee will not be liable for Funder's action or inaction or breach of this Agreement, nor will any action or inaction or breach of this Agreement by Funder affect the obligations of Customer to Assignee under this Agreement. Funder may provide copies of this Agreement or related documents or information concerning Customer and its obligations thereunder to any Assignee, prospective Assignee, affiliate, or other person.

17. Customer Assignment or Change-In-Control. Only with Funder's prior consent (not to be unreasonably withheld) may Customer assign any interest in this Agreement or assign, lease, or license any interest in any Products (including in connection with a sale of all or some of Customer's assets) to any person, or undergo a change in control, e.g., by merger, amalgamation, or other event whereby those in control of Customer immediately before the event are not in

control of Customer or its successor immediately after the event (with control being established by the direct and indirect holding of more than 50% of the equity and voting power of the controlled entity and any intervening entities) ("Change-In-Control"). No permitted assignment, lease, or license by Customer will condition, limit, or affect Customer's obligations under this Agreement, and Customer will continue to be primarily, absolutely, unconditionally, and independently liable for the full and prompt observance of all of its obligations hereunder.

18. Counterparts. This Agreement may be executed in one or more counterparts. If there is only one such counterpart, it will be the original, otherwise, one such counterpart will be marked as and be the original and any other counterparts will be marked as and be duplicates. No security interest in this Agreement, if it may be perfected by possession under the Uniform Commercial Code—Secured Transactions (Article 9) or analogous legislation in effect in any relevant jurisdiction, may be perfected by possession except through the transfer or possession of the original counterpart.

19. Interest Rate. Customer acknowledges that the interest rate applicable to the financing provided to it by Funder under this Agreement is readily calculable from the terms and conditions of this Agreement and is hereby so stated in such amount. Customer represents and warrants that, directly and/or through its attorneys, accountants, and other advisors, it has the capability of accurately performing such calculation, and it has had an ample opportunity to perform such calculation before its execution hereof and of the Acceptance Certificate. The parties intend to comply with applicable usury laws. Accordingly, they agree that, notwithstanding anything to the contrary in this Agreement, this Agreement shall not require the payment or collection of interest in excess of the maximum amount permitted by applicable law.

If any such excess interest is nonetheless contracted for, charged or received under this Agreement, or if all of the principal balance shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under this Agreement on the principal balance shall exceed the maximum amount of interest permitted by applicable law, then: (a) neither Customer nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the excess; (b) any excess that may have been collected shall be either applied Customer's other obligations or refunded; and (c) payments otherwise required hereunder shall be automatically reduced such that the effective rate of interest shall be the maximum lawful contract rate allowed under applicable law as now or hereafter construed. Without limiting the foregoing, all calculations of the rate of interest contracted for, charged or received under this Agreement which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by law, by amortizing, prepaying, allocating and spreading in equal parts during the period of the full stated term of the indebtedness evidenced hereby, all interest at any time contracted for, charged or received from Customer or otherwise by Funder in connection with such indebtedness.

20. Further Assurances. Customer will promptly execute such documents and take such further action as Funder may from time to time reasonably request in order to carry out the intent of this Agreement or effect, protect, or perfect the rights, interests, and remedies of Funder reasonably intended to be created thereunder. Funder and its affiliates may file financing statements to give public notice of their interests hereunder.

21. Miscellaneous. The term *software* includes all forms of intangible rights. The terms *hereunder*, *herein*, *hereof*, and similar terms refer to this Agreement as a whole, and not just to the provision containing the term. The term *including* and similar terms mean inclusion without limitation. With respect to any person, the term *Insolvency Event* means the appointment, election, nomination, or other institution of any administrator, examiner, administrative receiver, compulsory manager, trustee, or liquidator (or any similar official contemplated by the law of any jurisdiction) with respect to the person or its assets, or the person making or seeking an assignment for the benefit of creditors or any arrangement or composition with its creditors, or the person being or becoming insolvent, or committing any act of bankruptcy, or being or becoming the subject of a petition or proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency, or receivership law, or the person seeking to effectuate a bulk sale of its inventory, equipment, or assets, or any action being taken with a view to the person's termination or the termination of its business, and, if any of the foregoing events is not voluntary or accorded to by the person, it continues for 60 days.

Time is of the essence. The provisions of this Agreement will survive its expiration, termination, or performance. Any waiver or failure of a party to require strict observance of this Agreement, will not constitute a waiver of any other breach of the same or any other provision of this Agreement or any other agreement. This Agreement will not be binding upon a party until executed by the party. This Agreement cannot be amended except in an instrument executed by both parties. This Agreement binds and benefits the parties' successors and permitted assigns. The page numbering of this Agreement may be exclusive of exhibits, if any. In this Agreement, as the context may require, the singular includes the plural and vice versa, and terms of one gender may refer to any gender.

Notices, consents, approvals, and waivers hereunder must be in writing. Notices shall be deemed given when delivered to the receiving party's address set forth in this Agreement. A party may change its address for notice by notice.

A provision of this Agreement that is or becomes invalid will be ineffective only to the extent of the invalidity, without affecting the remainder of such provision or this Agreement. In any proceeding relating to this Agreement, a party may produce a reliably made facsimile of an instrument rather than the original and such facsimile will be considered the original. Each party acknowledges that it has received and reviewed all of the pages of this Agreement and that none of its provisions are missing or illegible.

The parties irrevocably waive all right to trial by jury in any proceeding between them relating to this Agreement or the Products. This Agreement is governed by the law of the state in which Customer is organized without regard

to conflicts of law principles. The parties consent and submit to the jurisdiction of the local, state, and federal courts located within such state. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. This Agreement (which includes any

exhibits or other attachments hereto, including the Supplemental Addendum attached hereto and incorporated by this reference) is the entire agreement of the parties relating to its subject matter.

The Florida International University Board of Trustees (Customer)

Huntington Technology Finance, a division of
The Huntington National Bank (Funder)

By: _____

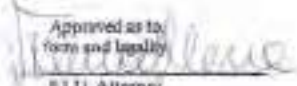
Name/Title: _____

Date: _____

By: _____

Name/Title: _____

Date: _____

Approved as to
form and legality

F.I.U. Attorney



HUNTINGTON TECHNOLOGY FINANCE
2295 Franklin Rd. Bloomfield Hills, MI 48302
Phone: (404) 445-9497
Email: hen.sadler@huntington.com

July 31, 2025

Florida International University
Helvetella Longoria
11200 SW 8th St
Miami, FL 33174

Ms. Longoria:

Huntington Technology Finance ("Huntington") is pleased to present the following lease proposal for your consideration

FUNDER:	Huntington Technology Finance
CUSTOMER:	Florida International University
PROJECT DESCRIPTION:	Efficient IP System Implementation as quoted by Sinnott Wolach Technology Group quote 118171JW
PROJECT COST:	\$1,965,812.50
TERM:	60 months billed annual in advance at the amounts listed below
PAYMENT SCHEDULE:	1 payment @ \$393,162.50 (2025) 1 payment @ \$393,162.50 (2026) 1 payment @ \$393,162.50 (2027) 1 payment @ \$393,162.50 (2028) 1 payment @ \$393,162.50 (2029) Payments above assume the client is sales tax exempt
INTEREST RATE:	0.00%
COMMENCEMENT DATE:	The first payment will be due on the first day of the month following final contract acceptance. For the purpose of this proposal and based on disclosed project timelines, that date is assumed to be November 1, 2025.
END OF TERM:	Customer will have no further payment obligation to Funder after the final payment is made.

SCHEDULE A FOR EQUIPMENT FINANCE AGREEMENT NO. FIU-002**DATED** _____**FLORIDA INTERNATIONAL UNIVERSITY**

<u>Qty.:</u>	<u>Item Number:</u>	<u>Products Description:</u>
		EfficientIP DDI & DNS Security Solutions – 5 years
7	EFF-SDS-570-DSB-T3-EX-5YS-SM	5 Year Subscription – DNS security extensions bundle – DNS Guardian, Intelligence Center (Investigate Only), Threat Pulse Elite for SOLIDserver 570 DDI software – 8x5 support services
3	SDS-1170-DDI-EYS-GM	5 Year Period Subscription for SOLIDserver 1170 software appliance DNS(1) DHCP-IPAM Services – 24/7 support services
2	SDS-2270-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 2270 software appliance DNS-DHCP-IPAM services – 24/7 support services
2	SDS-3370-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 3370 software appliance DNS-DHCP-IPAM Services – 24/7 support services
3	SDS-570-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 570 software appliance DNS-DHCP-IPAM Services – 24/7 support services
12	SDS-570-DDI-5YS-GM	5 Year Period Subscription for SOLIDserver 570 software appliance DNS-DHCP-IPAM Services – 24/7 support services
1	LARGE-HW-AC	LARGE hardware appliance with AC power supplies for SOLIDserver subscription
7	MEDIUM-HW-AC	EFFICIENTIP EFFICIENT IP MEDIUM HARDWARE APPLIANCE WITH AC POWER SUPPLIES FOR SOLIDSERVER SUBSCRIPTION
1	M5S-LARGE-HW-AC	5 year support for LARGE-HW-AC – 8x5 support services – Hardware replacement next business day
7	M5S-MEIDUM-HW-AC	5 year support for MEDIUM-HW-AC – 8x5 support services – Hardware replacement next business day
5	PSD-FC	Professional Service – Flex credit (use or lose) for TAM service usage only (Daily Cost)
1	PSE-SOW	Professional Service Engagement (Fixed Price Project) – Statement of Work Required
1	TAM-5YS-G	5 Year Subscription – Technical Account Management services – Gold
5	CT-1YS-ONE	Yearly Training Subscription for 1 User – DDI Administration, DNS Security and Guardian. Ask the Instructor sessions, All certification vouchers, Extra lab access (80 hours/users), New eLearning content
5	PROSERV	5 Year support Professional Project Services
8	SDS-SHIP	Shipping charge per hardware appliance server

Supplier: Sinnott Wolach Technology Group**Installation Address:** Modesto A. Maidique Campus, 11200 S.W. 8th St.-PC 00531, Miami, FL 33199

**Acceptance Certificate
for Equipment Finance Agreement No. FIU-002**

Customer:	Florida International University	Funder:	Huntington Technology Finance, a division of The Huntington National Bank
Street Address:	11200 SW 8th St.	Street Address:	2285 Franklin Road, Suite 100
City/State/Zip:	Miami, FL 33174	City/State/Zip:	Bloomfield Hills, MI 48302

This Acceptance Certificate is made by Customer pursuant to the above-referenced Equipment Finance Agreement between Customer and Funder ("Agreement"). Capitalized terms used in this Acceptance Certificate without definition are as defined in the Agreement.

Customer certifies that: (a) the Products described or referred to in this Acceptance Certificate ("**Accepted Products**") have been received and, if installable, installed at the Customer Location and, in the case of services, duly performed by Provider, and, for Accepted Products approved by Funder to be provided or performed after the Acceptance Date, Customer (as between it and Funder) conclusively and finally waives all right to further receive, inspect, or to reject such Accepted Products and agrees it will rely solely on its rights against Provider under the Provider Agreement or other agreements between it and Provider; (b) all Accepted Products are unconditionally and irrevocably accepted by Customer for all purposes of the Agreement and all related documents and, as between Customer and Funder, for all purposes of the Provider Agreement and all related documents; (c) no Event of Default or event that with notice or the lapse of time would constitute an Event of Default is continuing; and (d) Funder is authorized to satisfy Customer's obligation to pay Provider the Financed Amount for the Accepted Products.

1. The Accepted Products are all of the Products described in the Agreement.

2. Provider: Simnett Wolach Technology Group

3. Address for Billing (if different from Customer's address stated above):

4. Customer Location: Modesto A. Maidique Campus
11200 SW 8th St
Miami, FL 33174

Florida International University (Customer)

By: _____

Name/Title: _____

Acceptance Date: _____, 2025(*Customer must fill in.*)

October ____, 2025

Huntington Technology Finance, a division of
The Huntington National Bank
1285 Franklin Road, Suite 100
Bloomfield Hills, MI 48302

Re: Equipment Finance Agreement No. FIU-002, dated ____, 2025 (the "EFA") between Huntington Technology Finance, a division of The Huntington National Bank, as Funder, and Florida International University, as Customer, and the Acceptance Certificate made by Customer in reference to the EFA, (collectively, the "EFA Documents")

Ladies and Gentlemen:

We have acted as counsel to Customer with respect to the EFA Documents. Capitalized terms used in this opinion without definition have the meanings provided for in the EFA Documents. In this opinion, "laws" means all applicable laws, rules, regulations, orders, or governmental policies, whether constitutional, statutory, administrative, executive, or otherwise based, and terms of inclusion are without limitation. Based upon our examination of the EFA Documents and such other investigation as we have considered appropriate and on the assumption that the EFA Documents have been or will be duly executed by and enforceable against Funder, it is our opinion that:

1. Customer is a public body corporate and politic duly organized and existing under the laws of the State of Florida, with power and authority to enter into and perform the EFA Documents.

2. The EFA Documents and Customer's performance thereof have been duly authorized and the EFA Documents themselves have been duly executed by Customer. The persons signing and delivering the EFA Documents on behalf of Customer hold the offices indicated below their signatures (which are their genuine signatures). Such authorization and execution have occurred pursuant to and, all in accordance with all applicable laws, including those governing open meetings, public records, public bidding and contracting, and appropriations. Customer's execution and performance of the EFA Documents, and Customer's annual or other appropriations of moneys to pay amounts coming due thereunder, do not and will not violate any current laws, including any relating to the procurement of the Equipment from an out-of-state source. The EFA Documents do not constitute a debt of Customer or a pledge of the taxes or general revenues of Customer. If, as a result of Customer's default under the EFA Documents, Funder obtains a money judgment against Customer, Customer will be obligated to pay it.

3. The funds necessary for Customer to pay the Periodic Payments due and to become due during Customer's current fiscal year have been duly and fully authorized, budgeted for, and appropriated by Customer and, if required by law, the appropriation is properly identified in the EFA Documents.

4. The EFA Documents are the valid, legal, and binding obligations of Customer, enforceable in accordance with their terms, except as limited by laws of general application affecting the enforcement of creditors' rights generally. Assuming the due appropriation of moneys sufficient to satisfy Customer's payment obligations under the EFA Documents after Customer's current fiscal year, no laws inhibit Customer from performing (or Funder from enforcing) the material provisions of the EFA Documents, including those provisions providing for Customer's payment of Periodic Payments and payments upon a Loss or Event of Default or the exercise of a purchase option, and those provisions relating to Taxes, indemnity against third party Claims, the maintenance of insurance, and limitations on Customer's right to damages or other remedies against Funder (including disclaimers of implied warranties).

5. No consent of, exemption by, or registration or filing with any governmental body (other than those that have been obtained or effected) is required in connection with the execution or performance of the EFA Documents by Customer.

6. Customer's execution and performance of the EFA Documents, and the appropriation of funds to meet its obligations under the EFA Documents, do not and will not violate any current laws applicable to Customer, including any limitations as to the manner, form, or amount of indebtedness which may be incurred by Customer, and, to the best of our knowledge, do not and will not result in any default under any agreement or instrument binding upon Customer or its assets.

7. No current laws applicable to Funder in contracting with Customer, that would not be applicable to Funder were Customer a private entity, do or would: (a) limit the maximum duration of the Term under the EFA Documents; (b) require Funder to obtain or effect registration, license, or permission to execute or perform the EFA Documents; (c) impose on Funder any obligation to remove, destroy, encrypt, protect, or otherwise deal with any data or information contained in the Equipment on any return to Funder in connection with an exercise of Funder's remedies; or (d) impose any obligations on Funder to pay any particular wages to its employees or otherwise govern its internal business operations.

8. To the best of our knowledge there are no actions or proceedings pending before any governmental or other tribunal, or threatened, which will, if determined adversely to Customer, would materially adversely affect its power and authorization to enter into and perform the EFA Documents or its appropriation of moneys to make payments thereunder.

9. The EFA Documents, the Equipment and Funder's interest therein, and Customer's use of the Equipment are exempt from any state sales, use, excise, and personal property taxes.

Very truly yours,

Approved as to
form and legality
[Signature]
[Title]

Public

Human Trafficking Attestation

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with The Florida International University Board of Trustees or any of its direct support organizations (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion for labor or services*, as such italicized terms are defined in [Section 787.06, Florida Statutes](#), as may be amended from time to time.
2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Nongovernmental Entity

Printed Name

Title

Signature

Date

1. Incorporation by Reference. The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the Equipment Finance Agreement No. FIU-092 between FIU and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control except as set forth in Section 7m.

2. Payment. Subject to Section 2 of the Agreement, Vendor shall submit invoices for payment of the Periodic Payments; invoice requirements are available on FIU's Office of the Controller's Payment Services website. FIU shall make payment on each Due Date. If FIU does not issue payment within forty (40) days of receipt of a proper invoice, FIU may pay Vendor at interest penalty at the rate established pursuant to § 55.03(1), F.S., if the interest exceeds one dollar. Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101. Pursuant to Section 4 of the Agreement, FIU's performance and obligation to pay is contingent upon the legislature's annual appropriation or the availability of other funds; FIU will give notice to Vendor of the non-availability of funds when FIU has knowledge thereof. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. FIU may require Vendor to accept payments via FIU's EFT/ACH payment process. If Vendor is making any payment to FIU, Vendor shall pay timely and not offset any amounts.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Connected Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor's obligations.

4. Information. Vendor acknowledges that all documents, materials and information furnished to or learned by Vendor in connection with the Agreement marked "confidential" or "proprietary" (the "Information") are and shall remain at all times proprietary and the sole property of FIU. Vendor shall not disclose Information to third parties unless it obtains FIU's prior written consent, except as required by law or governmental process, becomes incorporated into the Agreement or related documents relating to pricing or the Products, or agents, representatives, and possible assigns of Vendor (provided any such party is subject to a similar confidentiality requirement as required hereunder). FIU is subject to Chapter 119 of Florida Statutes, the Florida Public Records Law. The Agreement, this Addendum and any related documents executed between Vendor and FIU and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FIU may respond to public records requests without providing Vendor any notice if required to do so by law. AND is clearly marked as confidential, FIU will protect such information from release, unless otherwise authorized in writing by Vendor. If Vendor refuses to allow public access to public records related to the Agreement, Vendor shall be subject to all rights and remedies of FIU and the public under controlling state law, and Vendor agrees to be liable for the reasonable costs of enforcement of any such rights and remedies. Additionally, Vendor shall comply with all applicable requirements of the Public Records Law, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, OR BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

5. Indemnity. Vendor will indemnify, defend and hold harmless FIU, the FIU Board of Trustees, the State of Florida, the Florida Board of Governors, and their officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which arise directly from the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or subcontractors in connection with or related to Vendor's occupancy or use of the FIU premises. If requested by Vendor in writing, FIU will provide reasonable cooperation in the defense of the suit at Vendor's expense with respect to any expenses actually incurred by Vendor that were previously approved by Vendor in writing. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in this Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by FIU (except as provided in Section 12 of the Agreement, and then such indemnification is limited to the express terms of §768.28, F.S.).**

6. Compliance. In its performance, Vendor shall, at its own expense, at all times in the term:

- Permit: have all applicable and material permits, licenses, consents, and approvals necessary;
- General: comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements, except as otherwise provided herein;
- Privacy: comply with all applicable (and only to the extent applicable) state and federal laws governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as 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, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003).

d. [RESERVED]

7. General Provisions

a. Warranties. Omitted.

b. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU's name, trademarks, logos or marks, without the prior written approval from FIU's External Relations department in each instance.

c. Insurance. FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agent while acting within the scope of their employment by FIU. Any provision requiring

FIU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement. All policies shall be with insurance companies reasonably approved by FIU and authorized to do business in the State of Florida. Vendor shall provide copies of any insurance policies upon request by FIU.

d. Third Parties. FIU is not liable for the acts of third parties or the consequences of the acts of third parties, except as permitted by law and as provided for in Section 12 of the Agreement. Provided, however, no third party act shall relieve FIU of its obligations under the Agreement. There shall be no third party beneficiary to the Agreement.

e. Governing Law. The Agreement is governed by the laws of the State of Florida, without regard to its conflicts of law principles. Exclusive venue of any actions shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity.

f. Travel Expenses. If FIU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and [FIU Policy 1110.080 - Travel: University Travel Expense Policy](#). FIU reserves the right not to pay travel expenses unless FIU approves such expenses in advance, in writing. FIU has the right to make travel arrangements for Vendor.

g. Lobbying. Vendor is prohibited from directly using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statute and, to the actual knowledge of the party signing below on behalf of Vendor, in compliance with the requirements thereof. Vendor certifies that to the actual knowledge of the party signing below on behalf of Vendor, that its directors and/or principal officers are not employed and/or affiliated with FIU, unless a current Conflict of Interest (Report of Outside Activity/ Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section shall be grounds for a separate action at law for direct damages caused by such violation.

i. [Reserved]

j. Records. Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement that are customary and reasonably expected for a party providing financing similarly situated as Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) [Reserved]; (d) FIU's sole liability unless it is solely to the extent and within limitations provided in Sec. 768.28, Fla. Stat.; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) [Reserved]; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by FIU unless it is solely to the extent and within limitations provided in Sec. 768.28, Fla. Stat.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of FIU, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

m. Remedies. Nothing herein shall cause the Agreement to not be an unconditional, noncancelable financing agreement that is independent of the Provider Agreement or modify FIU's obligation to pay Periodic Payments and other amounts under the Agreement and the absolute and unconditional nature thereof or cause such Periodic Payments to be subject to abatement, reduction, offset, recoupment, compensation, crossclaim, counterclaim, or any other defense whatsoever, arising under the Agreement, Addendum or otherwise, or against Vendor, Assignee, Provider, any Products' manufacturer or licensor, or any other person. However, the foregoing does not limit FIU's enforcement of rights to damages against Vendor or other party in a separate action at law. For the avoidance of doubt, the only recourse provided to FIU for a violation of any term of this Addendum (as incorporated into the Agreement or otherwise) by Vendor is a separate action under law for direct damages caused by Vendor's violation of this Addendum.

8. No counterparts; Signatures. The Agreement may not be executed in counterparts. It may be signed electronically via DocuSign initiated by Vendor and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" for mat 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.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: _____

By: _____

Name: _____

Title: _____

Date: _____

Funding Certification Form

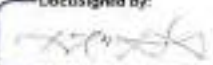
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Efficient IP DDI & DNS Security Solution (5-years).
Replacement of the Dynamic Name Service (DNS) and Dynamic Host Configuration Protocol (DHCP) hardware and licenses.

Funding Source(s):

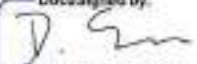
Fund Code	Fund Code Description
453	Technology Fee

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:

270F9A9C4A888
Robert Grillo, Vice President

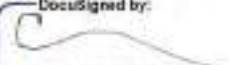
8/29/2025

Date

DocuSigned by:

2DC9C0728AD24D4...
David H. Snider, Interim Senior Vice President
and Chief Financial Officer

9/2/2025

Date

DocuSigned by:

755C8B9551034F6
Carlos B. Castillo, General Counsel

9/5/2025

Date


Jeanette M. Nuñez, President

9/10/25
Date

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**Contract PUR-10007 Qiagen LLC for Specialty Lab Supplies, Equipment and Services
Piggyback Agreement – University of Florida FY24-ITN-018**

Supplier

Qiagen LLC
19300 Germantown Rd Phone: 904-793-3041
Germantown, MD 20874

Supplier Contact

Jared Sandoval
Email: jared.sandoval@qiagen.com

Term of Contract

Effective August 30, 2024, through August 30, 2029.

Renewal Options

Two (2) additional five-year renewal periods.

General Scope of Work

Specialty lab supplies, equipment and services available through the myFIUmarket catalog. Qiagen is a multinational provider of sample and assay technologies for molecular diagnostics, applied testing, academic research, and pharmaceutical research.

Pricing

Pricing is attached to the Memorandum of Understanding (MOU).

Pricing shall consist of a list price minus a discount based on the product group. The following list details the products groups and their applicable discount: Life Science Portfolio - 20%; Life Science & Human ID Instrument Portfolio - 5%; Human Identification Consumables Portfolio - 10%; Qiagen Digital Insights Life Science Portfolio - 5%

Insurance Requirement

Contractor shall, at minimum, have and maintain the types and amounts of insurance outlined in the Solicitation.

Termination

Either party may terminate this Agreement without cause following sixty (60) days prior written notice to the other party. In the event of termination under this provision, the Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination.

Purchasing Contact

Cheryl Cobb
Phone: 305-348-6897
Email: cobbcc@fiu.edu

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**University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies**

*Purpose: The intent of this document is to clearly outline the mutual understanding between the **University of Florida ("University")** and **Qiagen Inc. ("Vendor")** surrounding our enhanced partnership for the provision of Specialty Lab Supplies, Equipment, and Services FY24-ITN-018*

This MOU outlines the agreement for all adopting entities.

	Qiagen Agrees	UF Agrees
I. General Terms		
A. Agreement Length: 5 years with two (2) five-year options to extend.	✓	✓
B. Effective Date: Upon execution of this agreement with an expiration date of 8/30/2029.	✓	✓
C. Termination: Either party may terminate this Agreement without cause following sixty (60) days prior written notice to the other party. In the event of termination under this provision, the Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination.	✓	✓
D. Invoicing and Payment Terms: Net 30 days. 2% Net 10 for non Pcard use. Vendor and University will decide upon a mutually acceptable standard format for invoicing. Invoices shall be made available electronically.	✓	✓
E. Eligible Entities: Vendor agrees to enable other member institutions or agencies of the State of Florida, Florida State University System or Community College Systems (each, a "Third Party") to purchase Products from Vendor thereunder subject to the following: (a) prior written request by a Third Party and acceptance by Vendor to access the awarded contract; and (b) a separate written agreement containing modified or additional terms and conditions, including but not limited to pricing and discounts, that are mutually agreed to by Vendor and such other Third Party. Notwithstanding, pricing and discounts for the Products available for purchase by any Third Party will be determined in Vendor's discretion at the time a request is made by a Third Party. If such Third Party participation is enabled by Vendor, any subsequent Product purchase transactions will be executed between Vendor and such Third Party as principals.	✓	✓
F. Governance: In the event of a conflict between documents, the following shall be the order of precedence: Memorandum of Understanding (MOU) shall first control, Invitation to Negotiate ("ITN") , and finally Vendors response to the ITN, only where Vendor response does not conflict with MOU and Section 6 of the ITN terms.	✓	✓

	Qiagen Agrees	UF Agrees
II. Service Level Expectations		
A. Shipping: Vendor will deliver all products DAT destination, Prepaid and Added. The University will not be charged regular shipping on orders above \$400. Vendor will charge the University for expedited delivery services for any order.	✓	✓
B. Other Shipping & Related Fees: Vendor shall waive all hazardous material (hazmat) fees, blue and dry ice fees, fuel surcharges, or any other related transportation fees ONLY on orders above \$400.	✓	✓
C. Restocking Fees: Vendor shall not charge restocking fees for any items returned.	✓	✓
D. Order Completeness and Accuracy: Order completeness and accuracy and billing accuracy should be maintained at a rate of 95% or greater. A report of Order Fill rates shall be provided when requested by the University. Any known backorders shall be denoted in the reports.	✓	✓
E. Product Returns: University shall have the right to return any unused products for a full refund within 30 days of ordering, with the exception of frozen or refrigerated products which may spoil, special order, non-stocked, discontinued or custom products. Customer must obtain authorization for all returns of products from a QIAGEN Customer Care or Technical Services Representative. A Returned Goods Authorization number must be assigned and must be included in the shipping documentation once the goods are sent back to QIAGEN.	✓	✓
F. ECCN Codes: Vendor shall provide ECCN codes for all goods covered by federal government export restrictions upon request. ECCN codes should be included on all quotes and invoices for equipment over \$5,000.	✓	✓
G. Other Services: Vendor & University will jointly determine additional service level expectations within 30 days of the signed agreement which includes but not limited to, delivery times, order fill rate, etc.	✓	✓

University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies

*Purpose: The intent of this document is to clearly outline the mutual understanding between the **University of Florida ("University")** and **Qiagen Inc. ("Vendor")** surrounding our enhanced partnership for the provision of Specialty Lab Supplies, Equipment, and Services FY24-ITN-018*

III. Pricing & Financial Incentives	Qiagen Agrees	UF Agrees
A. Category Discounts: The pricing offered by the vendor as a response to FY24-ITN-018 will remain in place for a calendar year from the date of award as provided for in Sections 2.5.2 & 6.36 of the ITN document. Pricing shall consist of a list price minus a discount based on the product group. The following list details the products groups and their applicable discount: Life Science Portfolio - 20%; Life Science & Human ID Instrument Portfolio - 5%; Human Identification Consumables Portfolio - 10%; Qiagen Digital Insights Life Science Portfolio - 5%.	✓	✓
C. New Product Introductions: Vendor will notify University purchasing department quarterly of new product introductions and provide an updated pricebook indicating the band in which the new products belong.	✓	✓
D. New Product Pricing: If a new product is introduced into an existing category of products, University shall receive the discount corresponding to that product category off of the public list price. In the event a new category of products is introduced or a product is not placed in a category, University and Vendor will negotiate a mutually agreed upon discount for all products in that category.	✓	✓
E. New Lab Startup Program: UF asks Vendor to provide the most current and relevant discounts and benefit information and guidelines for new lab startups available to UF researchers.	✓	✓
F. Price Increases: List price shall be held firm for a period of 12 months effective upon award date. Vendor shall keep the overall year-over-year price increase to 3% or less. Once any price increase is implemented, Vendor shall provide University Procurement Department with a complete listing of their products, containing the previous year's list price and the new list price for each product. Requests will be made no less than 60 days in advance and include documentation of cost drivers and an impact statement. If there are any instances of over-charging according to the contracted price, Vendor agrees to honor the contract price in place at the time and issue a credit to the ordering party at the University.	✓	✓
G. Additional Discounts: Vendor willing to offer deeper discounts for large one-time orders on a case by case basis.	✓	✓
H. Other: All other aspects of pricing and incentives not specifically addressed herein shall be as addressed and agreed upon in the broader legal contract document between Vendor and UF.	✓	✓

IV. Management & Reporting	Qiagen Agrees	UF Agrees
A. Account Management Team: Vendor will provide a dedicated team to handle the UF account. The Vendor account representative will serve as UF's main point of contact and will work to resolve any issues that may arise. The dedicated person will handle daily orders, returns and customer service activities including, but not limited to, order status, delivery information, backorder information, contract pricing, billing questions and general product information. The account representative will be present at all business review meetings.	✓	✓
C. Business Review Meetings: To maintain partnership, Vendor will meet, upon University request, on at least an annual basis with University account management to discuss vendor performance and review reporting. Vendor shall present recommendations to enhance value, improve sustainability options and discuss identified product price reduction opportunities related to University purchases as they become apparent.	✓	✓
D. eBusiness: Vendor will participate in the University's eProcurement and eInvoicing initiatives, as well as future initiatives. Punch-out site provided by Vendor will have stock availability functionality which means that vendor will inform whether or not the item is available at that point in time. Vendor agrees to suppress products in punch-out site as required by UF.	✓	✓
E. Reporting: Vendor will provide University with detailed reporting (electronic) as outlined in the ITN and this MOU as requested by University either monthly, quarterly, and/or semi-annually. Reporting will include entities that adopt the UF agreement and all requirements will be discussed during contract implementation.	✓	✓
F. Reporting Information Policy: It is the business practice of Purchasing not to volunteer the reporting, sales, or usage data of contracted vendors with other vendors in order to facilitate mutually beneficial and trusting relationships. All ITN information and proposal pricing submitted and opened becomes subject to the Public Records Law set forth in Chapter 119.	✓	✓

University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies

*Purpose: The intent of this document is to clearly outline the mutual understanding between the **University of Florida ("University")** and **Qiagen Inc. ("Vendor")** surrounding our enhanced partnership for the provision of Specialty Lab Supplies, Equipment, and Services FY24-ITN-018*

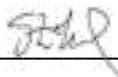
G. Indemnification: The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees (collectively, the "Indemnitees"), against and from any and all third-party claims, demands, suits, actions, proceedings, and any resulting loss, cost, and damages, including reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by the gross negligence or willful misconduct of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement. In no event shall the Successful Vendor be liable to the University for any indirect, consequential, incidental, punitive, special or indirect damages, including but not limited to any damages based on any loss (or anticipated loss) of income, business, sales, profits or earnings, or based on expenditures, investments, costs, actions taken or commitments made or entered into in reliance of or in any way related to the performance of this Agreement for any cause of action, whether in contract, tort or otherwise. The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.	✓	✓
H. Protection of Property: The Successful Vendor shall be held responsible for replacing or repairing any loss or damage caused by the Successful Vendor's negligence or willful misconduct.	✓	✓
I. Protection of Property: The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University.	✓	✓
J. Right to Offset: The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs actually incurred by the University, or damages actually assessed against the University due to the Successful Vendor's non-conforming performance or failure to perform the Agreement, contingent upon the University's provision of reasonable documentary substantiation to Successful Vendor of such expenses, costs, and/or damages.	✓	✓

Signature: 

Name/Title: Gary Nealey/VP of North American Life Science

Date: 8/30/2024

Vendor **QIAGEN**

Signature: 

Name/Title: Steven Neal/Assistant Director, Procurement

Date: 8/30/2024

University

Main Groups	Description	Discount (in whole numbers)	Sold-To#s to be Coded	Individual Catalog #s with Exceptions	Product Name	Individual Price or % Discount (Whole Numbers)
AmniSure			3918	69997	Tungsten Carbide Beads, 3mm (200)	20
AMNS0	AmniSure	0	4389	1049791	Sealing Strips, 6 x	20
PART0	PartoSure	0	4401	69983	Adapter Bottom Plates (2)	20
Automation			7646	990890	TissueRuptor Disposable Probes (25)	20
ACPC0	Autom. PCR Consumables	0	8271	69990	Stainless Steel Beads, 7mm	20
ALHT0	Allprep HT	0	9195	69989	Stainless Steel Beads 5 mm (200)	20
AMPL0	QIAmplify	0	9351			
AMPS0	QIAmplifier	0	10221	*INDIVIDUAL ITEMS DUE TO JANUARY MG SHIFTS*		
AU8C0	BR MDx	0	10297	52926	QIAamp Viral RNA Mini QIAcube Kit (240)	\$1,663
AU8R0	BR 8000R	0	10369	954404	EZ1&2 DNA FFPE Kit (48)	\$692
AU940	BioRobot 9604	0	11423	954414	EZ1&2 DNA FFPE UNG Kit (48)	\$805
AUAC0	Autom. Accessories	0	11677	959034	EZ1&2 RNA Tissue Mini Kit (48)	\$674
AUCM0	BR M disposables	0	11848			
AUCO0	BioRobot R Disposables	20	11892	PLEASE CONFIRM QGPN0 CODED WITH 20% DISCOUNT		
AUCS0	QIAcube Parts and Service	0	13197			
AUES0	EZ1 Parts	0	13202			
AUEZ0	BR EZ1	0	15640			
AUGS0	QIAgility Services	0	15875			
AUM00	BR M	0	15917			
AUQC0	QIAcube	5	15933			
AUEQ0	Qensemble	0	16036			
AUQS0	QIASymphony	5	17191			
AUQX0	QIAextractor	0	18331			
AURP0	BioRobot Rapid Plate Accessories	0	36829			
AURS0	AuRxnSetUp	5	36931			
AUTW0	BioTwister Accessories	0	37535			
AUYS0	QIASymphony, Parts and Service	0	39501			
BSCO0	BioSprintCon	20	39820			
CENT0	Centrifuges	0	40134			
DPCO0	dPCR Consumables	20	40382			
DPIN0	dPCR Instruments	5	40399			
DPIS0	dPCR Instrument Service	0	40457			
EZ2C0	EZ2 Connect Instruments	5	43367			
GRIN0	GeneReader Instrument	0	43806			
HIDIO	HID Instruments	5	44894			
LYSE0	TissueLysr	5	48107			
MAGX0	MagAttract DNA	20	48654			
MAVN0	MagAttract Viral	20	49202			
PCRP0	PCR Plasticware	0	49562			
QCIN0	Rotor-Gene Q	5	53405			
QCIS0	RGQ Service	0	92008			
QCNG0	QIAcubeNGS	0	94555			
QHTS0	QIAcube HT Services	0	95506			
QSCS0	QIAscout Service and Parts	0	95544			
QSDN0	QIASymphony DNA	0	95560			
QSDP0	QIASymDisp	0	96485			
QSHC0	QIASymphony Consumables	20	97645			
QSRN0	QIASymphony RNA	0	99661			
QSVB0	QIASymphony Virus-Bacteria	0	300570			
QUNS0	QIAquant Service	0	302916			
QUNT0	QIAquant	5	303087			
QXCO0	QIAxcel Consumables	20	303830			
QXIN0	QIAxcel Instruments	5	304796			
QXIS0	QIAxcel Service and Parts	0	305935			
QXPS0	QIAxpert Parts and Service	0	305983			
QXPT0	QIAxpert - Instrument	0	306229			
RGDS0	Rotor-Gene Q Instrument	5	306316			
STAR0	STAR Q Instrument	0	307599			
SYNI0	Syndromic Testing Instrument	0	308333			
SYNS0	QIAstat Parts and Service	0	308811			
VEROI	HID - Verogen Instruments	5	309317			
VERSO	HID - Verogen instrument installation	0	309359			
QDI			309388			
ANNO0	Annovar	0	309524			
APGG0	BIOX - GG Analysis Portal Software	0	310069			
CLCN0	BIOX	5	310885			
CSMC0	COSMIC	0	311056			
CSWS0	BIOX - Custom Software	0	311357			
GTRX0	Genome trax	0	314492			
HGMD0	BIOX - Human Gene Mutation	0	314629			
HSMD0	BIOX - HSMD Online Software Subscrip	0	315121			
IPAN0	BIOX - IPA	5	315152			
NOFO0	N-of-One	0	316008			
OMIC0	OmicSoft	0	316245			
PGMD0	PGMD	0	316381			
QCAG0	QCIA GR	0	317146			
QCAU0	QCIA	0	319608			
QCIG0	QCII GR	0	320213			
QCII0	BIOX - QIAGEN Clinical Insight	0	323298			
QCION	QCII One	0	324538			
RWI00	RWI	0	324762			
TECO0	COSMIC	0	325651			
Clinical			327445			
AGCO0	Antigen Test	0	327675			
ARID0	Artus - Infections Disease	0	327856			
ARPA0	Artus - Prep & Amp	0	328586			
ARTP0	Artus - Transplant	0	329183			
ARWH0	Artus WH-CtrachQS	0	329477			
CHPT0	CareHPTest	0	330234			
CHSY0	CHPVsystem	0	330467			
CTCE0	ADNA Test	3	330609			
CTNG0	Ct / Ng Screening	0	330656			

Plasmid					
PNHT0	MagAttract Miniprep HT	0			
QGP00	QGPL Mini	20			
QGPX0	Plasmid Maxi	20			
QPRH0	QIAprep HT	20			
QPRL0	QIAprep LT	20			
QWEL0	QIAwell	20			
REAL0	REAL	20			
ULPU0	Ultrapure	20			
Protein					
CELB0	Cell biology	20			
LCKT0	LiquiChips	20			
NRPR0	Fractionation	20			
QEXP0	QIAexpress	20			
Pyromark					
PYCO0	Pyromark	20			
PYCX0	PyroConMDX	0			
PYIN0	Pyro Instr Access.	0			
PYIS0	Pyro service	0			
RNA Isolation					
FLAN0	FastLane	20			
MATR0	MagAtrTRNA RNATissM48	0			
MIHT0	miRNAKits HT	0			
MIRK0	miRNA Kits	20			
MIRN0	microRNA IsolatKits	20			
MRFG0	microRNA IsolatKits	0			
RNHT0	RNeasy HT	20			
RNLT0	RNA LT	20			
RNMX0	RNA Maxi	20			
RNTC0	TurboCapture	20			
RTEN0	RT	20			
STAB0	RNA stabilization	20			
siRNA service/custom					
RNST0	RNA Stock Products	0			
RNSV0	RNA Service	0			
Services/Misc.					
COSE0	Contract Sequencing	0			
EQSV0	Instrument Service	0			
HALB0	Semi-finished products	0			
HIDS0	HID Services	0			
MISC0	Miscellaneous	0			
SONS0	Other/Services (Freight)	0			
WGAS0	WGA Service	0			
Transfection					
TRFN0	Transfection	20			

Shipping Conditions & Special Comments	Condition & Special Comments
FLAT Rate \$	
Special Conditions	\$0 Freight, handling, dry ice, and hazmat on orders OVER \$500.
Freight	
Handling	
Dry Ice	
Hazmat	



Gary Nealey
QIAGEN LLC
19300 Germantown Rd
Germantown, MD 20874

August 4, 2025

Cheryl Cobb
Florida International University
Procurement Services
Miami, FL
(305) 348-6897
cobbbc@fiu.edu

Dear Ms. Cheryl Cobb:

QIAGEN agrees that Florida International University is an Eligible Entity per the General Terms of FY24-ITN-018 and the Memorandum of Understanding entered into with the University of Florida. Florida International University is eligible for the same pricing structure and terms as outlined in FY24-ITN-018, for the duration of the 5 years with two (2) five-year options to extend.

QIAGEN agrees to honor the piggyback pricing under FY24-ITN-018 entered into by University of Florida and the effective date of pricing August 30, 2024.

A handwritten signature in cursive script that reads "gary nealey".

Gary Nealey, QIAGEN

VP, Head of North America

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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

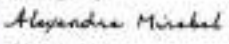
Contract PUR-10007 with Qiagen LLC for Specialty Lab Supplies, Equipment and Services.

Funding Source(s):

Fund Code	Fund Code Description
210	GENERAL REVENUE
211	CARRY FOWARD
215	E&G COST SHARE
216	E&G COST SHARE CARRYFORWARD
240	E&G MEDICAL SCHOOL
241	COM - CARRY FORWARD
331	AUXILIARY ENTERPRISES
335	CONTINUING EDUCATION
350	RESEARCH SERVICE CENTERS
453	TECHNOLOGY FEE
501	OTHER UNRESTRICTED FUND
601	COLLEGE OF MEDICINE
602	OTHER RESTRICTED FUND
604	TRANSFERS FROM COMPONENT UNITS
641	CSTSHR/INTERNAL/INTEREST LVL4
642	CSTSHR/INTERNAL/INTEREST LVL3
651	SPONSORED RESEARCH MISCELLANEOUS
652	SPONSORED RESEARCH OVERHEAD
653	DoR RESEARCH LEVEL 1 REV 0
654	DoR RESEARCH REV 0 UNRESTRICTED
655	DoR RESEARCH BUDP UNRESTRICTED
660	FEDERAL LEVEL 3
661	FEDERAL LEVEL 4
662	STATE LEVEL 3

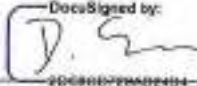
663	STATE LEVEL 4
664	OTHER LEVEL 3
665	OTHER LEVEL 4
739	AUXILIARY & OTHER CAP PROJECTS

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:

DocuSigned by: Alexandra Mirabal
 Alexandra Mirabal, Associate Vice President and University Controller

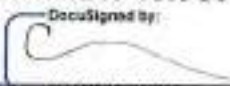
8/22/2025

Date

DocuSigned by:

DocuSigned by: David H. Snider
 David H. Snider, Interim Chief Financial Officer and Senior Vice President

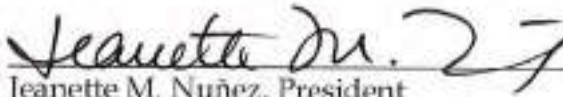
9/2/2025

Date

DocuSigned by:

DocuSigned by: Carlos B. Castillo
 Carlos B. Castillo, General Counsel

9/5/2025

Date


 Jeanette M. Nuñez, President

9/10/25
 Date

Contract PUR-08468 Amendment 1 for Blackbaud, Inc. for University Advancement

Supplier

Blackbaud, Inc.
65 Fairchild Street, Charleston, SC 29492

Supplier Contact

Amy Morrison
amy.morrison@blackbaud.com
Ph: 617-935-6589

Initial Term: July 27, 2018 – July 26, 2021 (PUR-00092)

Renewal Options

Renewal 1: July 27, 2021 – July 26, 2024 (PUR-04807 and PUR-06274)

Renewal 2: July 27, 2024 – July 26, 2027 (PUR-08468)

Amendment 1: September 30, 2025 – July 26, 2027 (PUR-08468 A1)

General Scope of Work

Raiser's Edge NXT database cleaning and advisory services (training) on the Raiser's Edge NXT donor/alumni database.

Pricing

Initial Term: \$415,353

Renewal 1: \$431,201

Renewal 2: \$594,679

Amendment 1: \$61,925

Insurance Requirement

NA

Termination

- a) The term of this agreement commences on the Effective Date and continues until the expiration of the current term if cancelled in accordance with an Order Form.
- b) Default. Either party may terminate this agreement if the other party materially defaults in performing its obligations under this agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the party requesting termination, and immediately by Blackbaud upon ten (10) days written notice for your failure to pay undisputed invoices when due. In addition, this agreement may be terminated by Blackbaud upon written notice if you make an assignment for the benefit of creditor by you or dissolve your entity.
- c) Effect of Termination. Upon termination of this agreement or termination of a solution, Blackbaud may immediately cease providing the terminated solution (s). If Blackbaud has your data in possession upon termination, to the extent technologically feasible, Blackbaud will provide you with a copy of your data in its then-standard database format. If Blackbaud created archives copies of your data during the course of performing its obligations under this agreement, you agree that

Blackbaud may retain such copies following termination subject to Blackbaud's internal practices for record destruction. All earned and unpaid fees and expenses are due upon termination.

Department Contact Information

University Advancement

Michael Martinez

Phone: 305-348-6492

Email: martinmi@fiu.edu

Yolande Flores

Phone: 305-348-8317

Email: floresy@fiu.edu

Purchasing Contact

Name: Yakov Zade

Phone: 305-348-4320

Email: ypinasza@fiu.edu



65 Fairchild Street, Charleston, SC 29492

Order Form

Site ID: 2071
Order Number: Q-653315
PO Number:

Bill To:

Yolande Flores
Florida International University
11200 SW 8th St Marc 535
Miami, FL 33199 USA

Purchased By:

Yolande Flores
Florida International University
11200 SW 8th St Marc 535
Miami, FL 33199 USA

Quoted Fees Valid Until: 09/30/2025
Effective Date: 09/30/2025
Currency: USD
Payment Terms: Net 15

Subscriptions

Net Selling Price

Blackbaud Advisory+ subscription for Raisers Edge NXT

Year 1: \$13,574.06*
Year 2: \$16,500.00

Price: \$16,500.00
Billed: Annual*Partial year
Contract term: 22 months

Services

Net Selling Price

RE NXT Implementation TM

\$31,850.00

130 Hours @ \$245.00/Hour
Price: \$31,850.00
Billed: Monthly based on time entered

Total Annual Investment:

Year 1: \$45,424.06
Year 2: \$16,500.00

General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

The fees and terms on this Order Form are valid if executed by You on or before 09/30/2025. This Order Form is governed by the same terms and conditions as Blackbaud Order Form no. Q-475527, customer contract no. PUR-08468, including the executed Blackbaud Solutions Agreement with customer's Supplemental Addendum - Software attached to that Order Form, as well as the product/services terms and conditions set forth in the Blackbaud [Online Terms and Conditions Center](#). By signing this Order Form, you agree to these terms.

A Blackbaud Solution you are purchasing on this Order Form includes payment processing capabilities and this Solution and your purchase are subject to the Blackbaud Payment Services Terms set forth at [paymentserviceterms.pdf \(blackbaud.com\)](#).

Renewals

Unless You notify Blackbaud in writing of Your desire to cancel on or before the deadline of forty-five (45) days prior to the start of the upcoming renewal term, (i) Your Subscription shall renew for consecutive terms of at least thirty-six (36) months; or (ii) if You are on a term greater than thirty-six (36) months, Your Subscription shall renew for a term equal to your current term. Recurring fees after the initial term are subject to an annual adjustment. A Renewal Notice, including any changes to recurring fees, will be sent to You at least ninety (90) days prior to the start of the upcoming renewal term.

Expenses, Invoicing and Payment:

- a. **Expenses.** If Blackbaud incurs reasonable travel and living expenses to perform Your Services, You are required to reimburse Blackbaud for such expenses pursuant to Blackbaud's then-current travel policy, available to You upon request.
- b. **Invoices.** Blackbaud has the right to invoice You for Your initial Subscription term immediately following Order Form signature. Blackbaud's process is to issue all annual invoices for Subscription fees according to the payment terms on this Order Form. For example, if Your net payment terms are the standard 30 days, Your invoice is issued 30 days before it is due. All invoices for Services will be issued in accordance with the applicable SOW.
- c. **Payments and Late Payments.** Payment is due as stated in this Order Form. All payments are non-refundable except in the event of Our uncured material default under this agreement. If You believe an invoice is inaccurate, You must notify Blackbaud in writing within thirty (30) days from the date of such invoice. Except for amounts subject to a good faith dispute, We may invoice You an interest rate allowable under applicable laws for any outstanding invoice not paid when due.

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, please go to the Blackbaud Portal to update your exemption certificate.

Scopes of Work

The Professional and Consulting services charges listed on this Order Form are for this purchase only and are subject to the [Professional and Consulting Services General Terms](#). Information specific to the Professional and Consulting services project, or work, can be found in the applicable Statement(s) of Work (SOW).

Project Contact Name

Enter text here to overwrite the above Project Contact Name:

Project Contact Email

Enter text here to overwrite the above Project Contact Email:

Blackbaud Advisory+ subscription for Raisers Edge [Scope of Work](#)
NXT

Signatures:

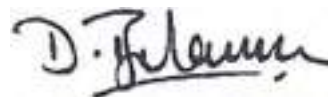
IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED:

Client: Florida International University Board of Trustees

Blackbaud Inc.

By:



Name:

Name: David Benjamin

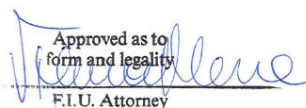
Title:

Title: EVP, Chief Commercial Officer

Date:

Date: 07/28/2025

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.



Approved as to
form and legality
F.I.U. Attorney

1 PROJECT OVERVIEW

This Statement of Work ("SOW") outlines the Deliverables and parameters for the delivery of Services ("Engagement") for Blackbaud Raiser's Edge NXT® ("Solution"). This SOW is governed by the terms and conditions stated on the Order Form.

1.1 Executive Summary

Blackbaud will provide Client with up to 130 hours of Services. Blackbaud will make available resources to deliver the Services outlined in section 3. Blackbaud will deliver this work, as possible, within the mentioned hours.

This SOW is designed to provide the best practice and strategic approach to fulfill Client requirements.

2 ASSUMPTIONS AND CLIENT RESPONSIBILITIES

The performance of Services, timing, resources, and fees associated with this SOW are based on the assumptions and Client responsibilities set forth below when applicable. Should any of these assumptions not be fully realized, or should Client fail to timely perform its responsibilities below and elsewhere in this SOW, a Change Order may be required.

1. Client shall provide resources to fill the following core roles:
 - a. Primary Contact, who will work with Blackbaud to coordinate meeting resources, assist with task planning, help resolve issues and manage risk, provide feedback for initiative prioritization, assist with roadmap production and ensure that appropriate management approvals are obtained in a timely manner
 - b. Business and Technical Subject Matter Experts (SMEs) as reasonably required to attend various sessions. SMEs will provide knowledge and insight into the data, processes, and tools for each activity being investigated. Additionally, Client resources will be available as reasonably required to provide follow up materials and answer questions after sessions have concluded and to provide feedback on associated Deliverables.
2. Client shall make all service requests covered in this SOW with reasonable lead time in advance of the deadline. Lead times will vary depending on the nature of the request. Blackbaud and Client will work together to develop mutually agreed-upon timelines for work requests.
3. Client shall provide Blackbaud with timely and complete access to, and ensure the availability of, all Client personnel, data, documentation, information, standards, systems, and other resources that may be reasonably necessary for Blackbaud to perform the Services.
4. Client will cooperate with Blackbaud in taking actions and executing documents, as appropriate, to achieve the objectives of this SOW. Client agrees that Blackbaud's performance is dependent on Client's timely and effective cooperation with Blackbaud. Accordingly, Client acknowledges that any delay by Client may result in Blackbaud being released from an obligation or scheduled deadline or in Client having to pay additional fees for Blackbaud's agreement to meet a specific obligation or deadline despite the delay.

5. Client's business leaders will be responsible for timely decision making, critical issue resolution, and efforts to promote this Engagement Internally
6. Client and Client's non-Blackbaud vendor(s) will use reasonable efforts to respond to questions or requests within one business day
7. Client will notify the appropriate vendors and make the necessary arrangements for Blackbaud to conduct interviews to gather details about each vendor's processes as needed
8. Blackbaud and Client will both be responsible for activities within the project that do not require acceptance; however, timely completion of the project may be dependent on the completion of these activities.
9. Completion of Deliverables assumes Client resources (e.g., business leaders, team members, IT resources, SMEs, vendors, etc.) are available to support activities such as workshops, meetings, document review sessions, etc. If Client resources cannot provide adequate time, the Deliverable schedule and activities are subject to change.
10. Blackbaud is not responsible for any modification made to any Deliverable by Client or a third party
11. Client is responsible for the completeness and correctness of all documentation presented to Blackbaud and shall verify the accuracy or completeness of the information provided
12. Client is responsible for the accuracy of all data presented to Blackbaud
13. Client is responsible for extracting data from any of Client's legacy systems
14. Client will be responsible for obtaining all necessary license(s) and use rights for any such items that will be utilized by Blackbaud in connection with Services delivered and to provide Blackbaud legal access thereto
15. Client will submit files via Secure FTP. The following file formats are acceptable: txt, csv, xls, orxlsx. A Change Order may be required if other file formats are needed.
16. Client agrees to adapt its business practices and processes to support standard system functionality wherever possible
17. Blackbaud will not perform any Services requested by Client that are not supported by standard and generally available functionality within the Solution(s)
18. Services specified in this SOW apply to one instance or database only, unless otherwise specified
19. No Blackbaud travel is required for the performance of Services, unless mutually agreed-upon by Blackbaud and Client
20. Services will be performed remotely on the Solution(s). In order to facilitate the work, Client agrees to provide a remote connection to the Solution(s). This connection can be via access through terminal services or a workstation connected to its server with a broadband Internet connection.

3 BLACKBAUD SERVICES

The information below describes activities and Deliverables available to Client during the Engagement. Specific activities and Deliverables will be determined and documented by Client and Blackbaud. If an area and supporting information is not explicitly stated below, it may be considered out of scope for this SOW and may require a Change Order. Blackbaud will deliver this work, as possible and as time allows, within the previously mentioned hours.

Client has requested specific assistance with the following items:

- Comprehensive system/policy audit
- Cleanup and best-practice assistance
- Custom training

Area	Description
Project Management	• Act as a single point of contact for Client's Services • Coordinate and manage overall project schedule • Manage project budget, as needed • Act as an escalation point for project issues, as needed
Database and Business Process Analysis	• Conduct interviews with key leaders and members of Client's staff • Observe and explore how data is structured, configured, and currently being used • Identify data structure and processes to standardize to increase efficiency for utilizing the Solution • Identify requirements for reports and other outputs that would need to be generated by the Solution • Explore processes to better understand the development strategy of Client • Present Findings and Recommendations to Client for enhanced use of the Solution
Module Implementation	• Provide an overview of the module functionality to Client staff • Discuss Client-specific business processes and workflows for the module • Provide Best Practices recommendations for module configuration • Perform module configuration and assist with the deployment of the functionality to users
Functional Overview	• Provide an overview of Solution functionality to Client staff • Walk-through Client-specific business processes and workflows within the Solution <i>Note — This is not formal training and does not include training workbooks, training environments, or provide continuing education credit</i>
Database Operations	• Execute imports or exports using standard functionality • Perform ad-hoc code table clean-up • Complete global changes • Perform security group and user profile configurations • Perform general configuration and database admin tasks <i>Note — When importing, Client is responsible for extracting import data from the existing or source database and providing data in a Microsoft Excel or CSV format. Client is responsible for the</i>

Area	Description
	cleanup of source import files, if applicable, and consolidating multiple source import files into one template.
Reporting	• Develop standard reports • Develop standard dashboards • Create queries, lists, or mail merges Note — Blackbaud will suggest if it will be most efficient to use a standard report for the requested information, or if there is an alternate method. If no out-of-the-box outputs meet Client's needs and a custom report is required, Blackbaud and Client will gather requirements and determine work effort. A Change Order will be required to deliver any custom reports.

3.1 Completion of Services

At some point during the Engagement after Acceptance, each Deliverable will be transitioned to Client and will no longer be within the control of Blackbaud Services. This is the Completion of Services date.

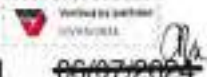


65 Fairchild Street, Charleston, SC 29492

PUR-08468

Renewal Form

Site ID: 2071
Order Number: Q-475527
PO Number:

**Bill To:**

Yolande Flores
Florida International University
11200 SW 8th St Marc 535
Miami, FL 33199 USA

Purchased By:

Michael Martinez
Florida International University
11200 SW 8th St Marc 535
Miami, FL 33199 USA

Quoted Fees Valid Until: ~~06/07/2024~~
Effective Date: 07/27/2024
Currency: USD
Payment Terms: Net 15

Subscriptions

Net Selling Price

Principal Giving

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Year 1:	\$12,862.00
Year 2:	\$13,891.00
Year 3:	\$15,002.00

Online Express RE NXT

750,000 RE NXT Online Express
7,500,000 Online Express Email Sends (Annual Limit)

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Year 1:	\$0.00
Year 2:	\$0.00
Year 3:	\$0.00

Online Express RE NXT Events

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Year 1:	\$0.00
Year 2:	\$0.00
Year 3:	\$0.00

Online Express RE NXT Membership

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Year 1:	\$0.00
Year 2:	\$0.00
Year 3:	\$0.00

Payment Enablement Fee

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Year 1:	\$600.00
Year 2:	\$600.00
Year 3:	\$600.00

RE NXT Bulk Data Delivery

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Year 1:	\$17,700.00
Year 2:	\$19,116.00
Year 3:	\$20,645.00

RE NXT Higher Ed Pro Offer

750,000 Records

Year 1:	\$130,707.00
Year 2:	\$141,163.00

Included: TA NXT Add On Level 3, RE NXT Email powered by Blackbaud SKY, SKY Reporting Entitlement, Insight Designer, EFT, Tribute, Payment Processing, RE NXT eLibrary, Planned Gift Tracker, Search, Events, Alum for Alumni/ae Tracking, Membership, Volunteer, ResearchPoint, DES Internal Allocation NXT, RE NXT Pro

Year 3: \$152,456.00

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

RE NXT Learn More

500,000 Records

Year 1: \$12,733.00

Year 2: \$13,752.00

Year 3: \$14,852.00

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

RE NXT Module(s)

Included: Queue

Year 1: \$8,625.00

Year 2: \$9,315.00

Year 3: \$10,060.00

Billed: Annual

Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Renewal Order Totals:

\$594,679.00

Cancellations and Modifications

ResearchPoint Learn More

RE NXT PaperSaveCloud

RENXT Test Environment

Usage Allowance

Online Express RE NXT

750,000 RE NXT Online Express

Online Express RE NXT Email Sends

7,500,000 Online Express Email Sends (Annual Limit)

RE NXT Pro

750,000 Records

Overage Fee

Online Express RE NXT

Online Express Email Sends (Annual Limit): \$ 0.007 Per additional email sent

General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:



The fees and terms on this Order Form are valid if executed by You on or before ~~06-07-2024~~. This Order Form is governed by the Blackbaud Solutions Agreement and by all other applicable terms and conditions attached hereto and/or referenced in this Order Form, as well as the product/services specific terms and conditions set forth in the [Online Terms and Conditions Center](#). By signing this Order Form, you agree to these terms.

A Blackbaud Solution you are purchasing on this Order Form includes payment processing capabilities and this Solution and your purchase are subject to the Blackbaud Payment Services Terms set forth at [paymentserviceterms.pdf \(blackbaud.com\)](#).

The payment enablement fee is a monthly fee that is billed annually and is applicable to customers using Blackbaud payment-enabled solutions. It supports Blackbaud's investment in building, maintaining, and supporting secure, compliant, reliable online payment-enabled solutions. For further details on this fee, please visit: [www.blackbaud.com/paymentenablementfee](#).

Renewals:

Unless You notify Blackbaud in writing of Your desire to cancel on or before the deadline of forty-five (45) days prior to the start of the upcoming renewal term, (i) Your Subscription shall renew for consecutive terms of at least thirty-six (36) months; or (ii) if You are on a term greater than thirty-six (36) months, Your Subscription shall renew for a term equal to your current term. Recurring fees are subject to an annual adjustment. A Renewal Notice, including any changes to recurring fees, will be sent to You at least ninety (90) days prior to the start of the upcoming renewal term.

Expenses, Invoicing and Payment:

- a. **Expenses.** If Blackbaud incurs reasonable travel and living expenses to perform Your Services, You are required to reimburse Blackbaud for such expenses pursuant to Blackbaud's then-current travel policy, available to You upon request.
- b. **Invoices.** Blackbaud has the right to invoice You for Your initial Subscription term immediately following Order Form signature. Blackbaud's process is to issue all annual invoices for Subscription fees according to the payment terms on this Order Form. For example, if Your net payment terms are the standard 30 days, Your invoice is issued 30 days before it is due. All invoices for Services will be issued in accordance with the applicable SOW.
- c. **Payments and Late Payments.** Payment is due as stated in this Order Form. All payments are non-refundable except in the event of Our uncured material default under this agreement. If You believe an invoice is inaccurate, You must notify Blackbaud in writing within thirty (30) days from the date of such invoice. Except for amounts subject to a good faith dispute, We may invoice You an interest rate allowable under applicable laws for any outstanding invoice not paid when due.

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, please go to the Blackbaud Portal to update your exemption certificate.

You acknowledge that certain aspects of Our Solutions interface with and share client content with partner applications purchased by You from third parties ("Partner Applications"). We make no warranty with respect to any Partner Applications, and We shall have no liability should client content become unavailable from such Partner Applications for any reason. Your use and remedies with respect to such Partner Applications shall be pursuant to the applicable third-party agreements in place between You and the third-party provider of the Partner Application. Pricing for certain of Your Blackbaud subscriptions is based on an allowable volume of records as stated on this Order Form. If You exceed the record volume for which You are subscribed, Blackbaud will provide You notice, and if You do not reduce Your record volume to stay at or below the subscribed limit within ten days of such notice, Blackbaud will have the right to upgrade Your subscription and invoice You the additional cost for the next applicable pricing tier, pro-rated through the end date of your current subscription. Once the upgrade to the next pricing tier is applied to your subscription, You may not request a lower pricing tier until Your next renewal term begins.

For the purposes of calculating Your record volume, all constituent records (for example, active, inactive, deceased) in the production environment database(s) are included. Any "Non-constituent relationship" record types (for example, spouse of main constituent) are not included.

RE NXT Email sends (Annual Limit): UNLIMITED

Your purchase includes Blackbaud Merchant Services ("BBMS") for the processing of electronic payments within your Blackbaud Solution(s) and is subject to the Blackbaud Payment Services Terms. You agree to use BBMS as your exclusive processor for all available forms of electronic payments within all Blackbaud Solutions for the term set forth on this Order Form. Use of an alternate processing solution during this term is subject to interconnect gateway fees plus additional processing fees equal to the standard BBMS rate.

Included modules in TA NXT Add On Level 3 are ResearchPoint Pro, Address Accelerator, Deceased Record Finder, Target Analytics Affluence.

With Your purchase of Bulk Data Delivery, You will receive nightly copies of your Raiser's Edge NXT data in a read-only format.

This Order Form is effective as of 07/27/2024 (the "Effective Date") and continues for the term set forth herein. Subscriptions are billed according to the schedule set forth above.

Scopes of Work

The Professional and Consulting services charges listed on this Order Form are for this purchase only and are subject to the Professional and Consulting Services General Terms. Information specific to the Professional and Consulting services project, or work, can be found in the applicable Statement(s) of Work (SOW).

Project Contact Name:

Enter text here to overwrite the above Project Contact Name:

Project Contact Email:

Enter text here to overwrite the above Project Contact Email:

TA NXT Add On Level 3	Scope of Work
RE NXT Bulk Data Delivery	Scope of Work
Principal Giving	Scope of Work

Signatures:

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED:

Client: Florida International University Board of Trustees

Blackbaud Inc.

By: Contracts

Contracts (Jun 20, 2024 15:27 EDT)

Name: Crystal Herrera

Title: Interim Director, Procurement Services

Date:



Name: Contracts

Title: Taylor Farrell

Date: Jun 20, 2024

Name: David Benjamin

Title: EVP, Chief Commercial Officer

Date: 05/29/2024

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Blackbaud Solutions Agreement

This Blackbaud Solutions Agreement is entered into by You and Blackbaud and each party agrees as follows:

1. Welcome To Blackbaud

This agreement sets forth the terms and conditions that govern Your access to and use of Our Solutions. Please contact Blackbaud if You have any questions about this agreement.

2. Ordering Procedures

We will provide You access to Our Solutions and deliver the Services detailed in the applicable Order Form. The Order Form, along with its attachments, which may include statements of work for Services (each an "SOW"), constitutes the complete and entire agreement, and supersedes all other agreements between Us concerning Our Solutions. In the event of a conflict between this agreement, an Order Form, or an SOW, the following order of precedence shall apply: (1) Order Form; (2) this agreement; (3) SOW.

3. Subscription Access And Use

- a. Access. You and Your employees may access and use Subscriptions and Documentation for Your internal business purposes during the term set forth in the Order Form.
- b. Suspension; Acceptable Use Policy. We may suspend access to any Solution upon written notice and after providing ten (10) days opportunity to cure if You fail to pay fees when due. Notwithstanding the forgoing, we may suspend access immediately upon written notice if You violate this agreement or violate Blackbaud's AUP. Suspensions are rare and exercised in a manner proportionate to the severity of the violation. We agree to work with You in good faith to address any violations in a reasonable manner, to prevent similar violations, and to reinstate the affected Solutions as quickly as possible. For violations of the AUP that do not result in a violation of law or that do not have a material adverse impact on Blackbaud or its customers, Blackbaud may not suspend Your use of or access to Blackbaud Solutions for violation of the AUP unless Blackbaud has first provided You ten (10) days written notice of Your violation of such policy and You have failed to correct such violation within such notice period.

4. Fees, Expenses, And Payment

The financial terms for the Solutions are set forth in the applicable Order Form.

5. Confidential Information

- a. Definitions. "Confidential Information" means (i) all information disclosed by one of Us ("Owner") to the other ("Recipient") electronically, visually, orally or in a tangible form which is either (a) marked as "confidential" (or with a similar legend), (b) is identified at the time of disclosure as being confidential, or (c) should be reasonably understood to be confidential or proprietary; (ii) the terms and/or existence of this agreement and the relationship between the parties, Our architecture,

software, data, and technology that comprise the Solutions, Order Form(s), SOW(s), and any proposals or other documents that preceded this agreement; and (ii) donor, student, prospect and financial information. Recipient shall not obtain any rights, title, or interest in any Confidential Information of Owner. The obligations in (b) below shall not apply to: information generally known to the public; information independently developed by Recipient without access to Confidential Information; information in the possession of Recipient without an obligation of confidentiality; or information required to be disclosed by court order or applicable law after Owner has been notified.

- b) Treatment of Confidential Information. Recipient may only (i) use Owner's Confidential Information to carry out the purposes of this agreement; and (ii) disclose Owner's Confidential Information to those third parties operating under non-disclosure provisions no less restrictive than those set forth in this agreement and who have a justified business "need to know." Recipient is responsible for any mistreatment of Confidential Information by such third parties. Recipient must protect Owner's Confidential Information using the same degree of care it uses to protect its own confidential and proprietary information, but in any case, not less than reasonable care, and protect such information in accordance with applicable laws. Upon termination of this agreement, Recipient must return or destroy all Owner Confidential Information in its possession or control, if feasible. If not destroyed, Recipient will continue to protect such information as required above.

6. Security

- a. It takes both of Us to protect Your Data and Our Solutions. We have implemented and will maintain administrative, physical, and technical safeguards designed to: (i) protect against anticipated threats or hazards to the security of Your Confidential Information, and (ii) protect against unauthorized access to or use of Confidential Information that could materially harm You. Our technical safeguards include firewalls, virus and intrusion detection, and authentication protocols. In order to continually improve our safeguards, We reserve the right to make changes to the physical and technical safeguards, policies, and data security programs at any time, provided We will at all times maintain commercially reasonable information security procedures and standards. You and Blackbaud acknowledge that Solutions may include sending email and publishing web pages over the public Internet using SMTP or HTTP protocols, and that these standard protocols do not support many enhanced data security protections. In no case will the use of the public Internet in this manner be deemed to violate Our obligations under this Agreement. You commit to take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Your Data and Our Solutions. Upon request and no more than once per year, You may obtain a copy of our most recent third party security audit summary report for the applicable Blackbaud Solutions from Support.
- b. We have implemented commercially reasonable, written policies and procedures addressing potential Security Breaches and have a breach response plan in place.
- c. Within seventy-two (72) hours of discovery, We will report any Security Breach to You. "Security Breach" means any unauthorized access, use, disclosure, modification, or destruction affecting the confidentiality of Your Confidential Information. Security Breaches shall not include: (a) "pings" on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; (d) denial-of-service attacks that do not result in a server being taken offline; or (e) malware (e.g., a worm or virus) that does not result in unauthorized access, use, disclosure, modification, or destruction of Your Confidential Information.
- d. In the event of a Security Breach, We will use commercially reasonable efforts to mitigate any negative consequences resulting directly from the Security Breach and will use commercially reasonable efforts to implement procedures to prevent the recurrence of a similar Security Breach.
- e. We will use industry standard methods for the destruction of Your Confidential Information in accordance with Section 15(c) (Effect of Termination).

7. Your Obligations



Solutions may only be used or accessed from Your devices and systems that meet the System Requirements. You agree to administer and monitor the use of Your login IDs, passwords, and all accesses to the Solutions by Your employees pursuant to the instructions You will receive when Your Solutions are activated.

8. Indemnity

Each party shall indemnify and defend the other party against any third party claims to the extent arising from the indemnifying party's gross negligence or willful misconduct. You shall indemnify and defend Blackbaud against any third party claims to the extent arising from Your breach of the AUP or Your obligations under Section 7 above. The indemnified party shall give the indemnifying party prompt written notice of any claims for indemnification and the indemnified party agrees to relinquish control of defending any such claim to the indemnifying party, including the right to settle; provided however, that the indemnifying party will not settle any such suit or claim without the indemnified party's prior written consent if such settlement would be adverse to the indemnified party's interests. This section states the entire liability of each party with respect to any type of third party claim.

9. Representations, Warranties, And Disclaimer

- a. Mutual Representations and Warranties. Each party represents and warrants that (i) it has the right and power to enter into this agreement, (ii) an authorized representative has accepted this agreement, and (iii) it will comply with all applicable laws and regulations pertaining to this agreement.
- b. Blackbaud Limited Warranties. Solutions will materially perform pursuant to their then-current Documentation. All Services will be performed in a professional manner in accordance with industry standards. If You believe that a Subscription fails to perform as described in the Documentation, You must notify Blackbaud in writing within thirty (30) days of the days of the occurrence of the problem, and Blackbaud will use reasonable efforts to repair or replace the Solution without charge. If a Service has been improperly performed, You must notify Blackbaud in writing within thirty (30) days of completion of the Service, and Blackbaud will reperform the Service without charge. Services after such time will require a new SOW. The foregoing provides Your sole remedy for Solutions or Services that do not comply with the foregoing promise.
- c. Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 9, BLACKBAUD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER BLACKBAUD EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

10. Limitation Of Liability

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 AND YOUR PAYMENT OBLIGATIONS, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE GREATER OF (X) \$25,000 OR (Y) THE AMOUNT OF FEES PAID OR PAYABLE BY YOU FOR THE SOLUTION FROM WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AND BLACKBAUD AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

11. Ownership

- a. Your Ownership and License. You own Your data, Your Confidential Information and any artwork, logos, trade names, and trademarks that You provide to Blackbaud ("Your Data"). In order for Blackbaud to provide the Solutions, You grant to Blackbaud and its suppliers a nonexclusive, fully paid-up license to use, reproduce, store, modify, and display Your Data. Blackbaud may aggregate information from Your use of Solutions with information from other customers' use, and use and disclose such results on an aggregated and anonymized basis for any purpose provided We do not individually identify You, Your Confidential Information, or Your use of Solutions.



- b. **Blackbaud Ownership and License.** Subject to Your rights to Your Data set forth above, Blackbaud has all right, title, and interest in and to any expressions and results of Solutions, the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, other technical information, and all derivatives of the foregoing created in connection with this agreement ("Work Product"). Blackbaud grants to You a nonexclusive, fully paid-up license to use Work Product, solely to the extent necessary for You and Your end users to use Solutions in accordance with this agreement. If You provide any feedback, comments, suggestions, ideas, requests, or recommendations for modifications or improvements to Blackbaud, You hereby assign all right, title, and interest in any such feedback to Blackbaud to be used for any purpose. All rights not expressly granted to You hereunder are reserved by Blackbaud.

12. Notice

All notices or other communications sent pursuant to or in connection with this agreement shall be made in writing and sent to the applicable address set forth in the Order Form, or as designated from time to time in writing by either of Us. All notices shall be deemed given if delivered receipt confirmed using registered or certified first class mail, postage prepaid, or recognized courier delivery.

13. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this agreement if prevented from doing so by a cause beyond such party's reasonable control. If a Force Majeure event continues for thirty (30) days or more, either Party may terminate the applicable Order Form or SOW upon written notice to the other party.

14. Dispute Resolution; Governing Law

The parties agree to submit all unresolved disputes to executive management for a period of thirty (30) days prior to the filing of a claim in any court of competent jurisdiction seeking legal relief. The parties agree that members of the executive management teams will negotiate such unresolved disputes in good faith. **YOU AND BLACKBAUD EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING UNDER OR RELATED TO THIS AGREEMENT.**

15. Term And Termination

- a. **Term.** The term of this agreement commences on the Effective Date and continues until terminated pursuant to this Section 15 or until the expiration of the current term if cancelled in accordance with an Order Form.
- b. **Default.** Either party may terminate this agreement if the other party materially defaults in performing its obligations under this agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the party requesting termination, and immediately by Blackbaud upon ten (10) days written notice for Your failure to pay undisputed invoices when due. In addition, this agreement may be terminated by Blackbaud upon written notice if You make an assignment for the benefit of creditors by You or dissolve Your entity.
- c. **Effect of Termination.** Upon termination of this agreement or termination of a Solution, Blackbaud may immediately cease providing the terminated Solution(s). If Blackbaud has Your Data in its possession upon termination, to the extent technologically feasible, Blackbaud will provide You with a copy of Your Data in its then-standard database format. If Blackbaud creates archive copies of Your Data during the course of performing its obligations under this agreement, You agree that Blackbaud may retain such copies following termination subject to Blackbaud's internal practices for record destruction. All earned and unpaid fees and expenses are due upon termination.

16. Statutory Exception

If You are a qualified public educational or government institution, any part of this agreement which may be invalid or unenforceable against You because of applicable state or federal law (example: all or part of the indemnity section) shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law. If required by law this agreement will be governed by applicable state or federal law.



17. General

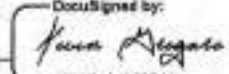
Except as specifically stated herein, remedies are cumulative. No failure or delay in enforcing any term or exercising any option shall be construed as a waiver unless agreed to in writing by Us. If any provision of this agreement is held to be unenforceable, the other provisions shall remain in full force and effect. No purchase order or other ordering document that purports to modify or supplement the printed text of this agreement or any attached or referenced document shall add to or vary the terms of this agreement. All proposed modifications to this agreement, Order Form(s) or SOW(s) are objected to and deemed material unless otherwise mutually agreed to in writing. Order Forms may be executed electronically, and in counterparts, which together form one legal instrument. A copy of an executed Order Form and any purchases within a Solution and made by reliable means, including electronic acceptance, shall be considered an original. You may not assign Your rights or obligations under this agreement without Our written consent. Blackbaud performs its obligations under this agreement as an independent contractor, not as Your employee, partner, or agent. Sections 3(b), 4, 5, 8, 9, 10, 11, 12, 14, 15.c, 17 and 18 survive the termination of this Agreement. You have accepted this agreement by the signing of an Order Form by Your duly authorized officer or officer representative.

18. Definitions

- "AUP" means Blackbaud's acceptable use policy located at <https://www.blackbaud.com/company/acceptable-use-policy>, as updated from time to time by Blackbaud.
- "Blackbaud", "Our", and "We" mean Blackbaud, Inc. and its affiliates and subsidiaries.
- "Documentation" means applicable manuals and documentation that Blackbaud generally provides or makes available for Solutions.
- "Effective Date" means the date of Your signature on the Order Form.
- "Order Form" means the Blackbaud order form signed by You (electronically or otherwise) and accepted by Blackbaud setting forth the Solutions You have ordered.
- "Services" means services provided by Blackbaud other than Subscriptions that are pursuant to an Order Form (and SOW if applicable) and may include professional, consulting, or training services.
- "Solutions" means Subscriptions and Services collectively.
- "Subscription" means any Blackbaud subscriptions, including maintenance, support, application services and payment services provided by Blackbaud pursuant to an Order Form.
- "System Requirements" means the requirements set forth at <https://www.blackbaud.com/systemrequirements>, as updated from time to time by Blackbaud.
- "Us" means Blackbaud and You collectively.
- "You" and "Your" mean the client set forth on the Order Form.



IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives:

Florida International University	DocuSigned by:	Blackboard Inc.	DocuSigned by:
Howard Lipman		Kevin Gregoire	
Name	853022281C5549B...		8F0C23A1385D41A...
Sr. VP, University Advancement		President, Enterprise Business Unit	
Title		Title	
12/8/2021		12/6/2021	
Date		Date	

Supplemental Addendum - Software

1. **Incorporation by Reference.** The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum-Software ("Addendum") into the agreement between FIU and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. **Payment.** Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from FIU will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the FIU conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if FIU does not issue payment within approximately thirty days of receipt of a proper invoice, FIU shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), F.S., if the interest exceeds one dollar.

3. **Taxes.** FIU is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. FIU shall provide an appropriate exemption certificate on or before the effective date of Agreement.

4. **Travel Expenses.** In order for travel expenses to be reimbursed under the Agreement, travel expenses must be expressly stated in the Agreement or related order form(s) or otherwise approved by an authorized FIU official in writing in advance.

5. **Compliance with Laws.** Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

6. **Vendor Intellectual Property Indemnification.** This paragraph shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement. Vendor shall indemnify and defend FIU against any third-party claims that the Vendor Products as delivered or made available to FIU infringe any United States or Canadian patent, trademark or copyright owned by such third party. Additionally, Vendor shall, in its reasonable judgment and at its option, and expense: (a) obtain for the right to continue using the affected Vendor Solution; (b) replace or modify the Vendor Solution so that it becomes non-infringing while giving equivalent performance; or (c) if Vendor cannot obtain the remedies in (a) or (b), as its sole obligation, terminate Your License or access to the infringing Vendor Solution and refund any pre-paid Subscription or Maintenance fees related to such Vendor Solution. Notwithstanding this Section, Vendor shall have no liability to indemnify and defend FIU to the extent (a) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by FIU or on Your behalf but the foregoing shall not relieve Vendor from its obligations hereunder in the case of the software, applications, services, and programs if such are necessary to the delivery and use of the Vendor Products; (b) the alleged infringement is the result of a modification made by anyone other than Vendor; or (c) FIU uses the Vendor Solution other than in accordance with the Agreement, any Documentation, or any delivered Documentation under a SOW(s). This section states the entire liability of Vendor with respect to any type of infringement claim.

7. **Announcements and Press Statements.** No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in

Supplemental Addendum - Software

any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of FIU, permission must be granted by its Sr. VP, Strategic Communications, or that position's designee, and in the case of the other party, permission must be granted by its General Counsel or that position's designee.

8. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

9. Use of FIU Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by FIU and may create information from or with such existing information owned or held by FIU (collectively, the "FIU Data"). Vendor shall not have the right to use FIU Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to FIU Data without FIU's written permission except as expressly authorized in the Agreement or this Addendum.

10. FIU Rights in Information. FIU retains all rights to, title to, and interest in FIU Data, and Vendor's use and possession thereof is solely on FIU's behalf. FIU may access and request a copy of any FIU Data backup on a monthly basis in Vendor's possession, and Vendor shall facilitate such access and copying promptly after FIU's request.

11.

12. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by FIU if the representation, warranty and covenant set forth above is violated.

13. FIU's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter FIU's liability for tort claims beyond the waiver of immunity set forth in Section 768.28, F.S.

14. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. FIU is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions resulting in the Agreement causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

15. Confidentiality Obligations. Vendor acknowledges that FIU is subject to the requirements of the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In establishing the Vendor's administrative, physical, and technical safeguards described in Section 6 of the Agreement, the Vendor has taken into account the requirements for administrative, physical and technical safeguards and industry standard practices to best ensure compliance under such Privacy Laws. Vendor agrees to provide FIU with reasonable assistance and information as and when necessary to enable FIU to comply with any information disclosure requirements. In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto.

FIU acknowledges that Vendor has advised it that Vendor considers certain information, including this Agreement and all aspects of the Vendor products, including pricing, methodology and Documentation, is confidential and proprietary to Vendor and if disclosed would prejudice Vendor's commercial interests. FIU agrees, subject to its obligations under the Florida public records laws, to take Vendor's position fully

Supplemental Addendum - Software

into account; and not to prejudice their commercial interests and to undertake a full and meaningful consultation, prior to any decision to disclose such information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose FIU Confidential Information, Vendor shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of FIU Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws, and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment shall be accorded. Information required to be disclosed by court order or applicable law after FIU has been notified and given the opportunity to object shall not be subject to its obligations hereunder regarding Confidential Information if the recipient can provide sufficient evidence of the foregoing.

Upon termination of the Agreement, Vendor must return or destroy all FIU Confidential Information in its possession or control, if feasible. If not destroyed, Recipient will continue to protect such information as required above. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

16. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by FIU to Vendor, (ii) restrictions on the hiring of Vendor's employees; and (iii) attorneys' or collection fees provisions.

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.

VENDOR	Blackboard, Inc. Blackboard, Inc.	
By:	 KFG:23412617316	
Name:	Kevin Greigine	
Title:	President, Enterprise Business Unit	
Date:	12/6/2021	



65 Fairchild Street, Charleston, SC 29492

PUR-08468

Renewal Form

Site ID: 2071
Order Number: Q-475527
PO Number:



Bill To:

Yolande Flores
Florida International University
11200 SW 8th St Marc 535
Miami,FL 33199 USA

Purchased By:

Michael Martinez
Florida International University
11200 SW 8th St Marc 535
Miami,FL 33199 USA

Quoted Fees Valid Until:
Effective Date:
Currency:
Payment Terms:

~~06/07/2024~~
07/27/2024
USD
Net 15

Subscriptions	Net Selling Price	
Principal Giving <i>Billed: Annual</i> <i>Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027</i>	Year 1:	\$12,862.00
	Year 2:	\$13,891.00
	Year 3:	\$15,002.00
Online Express RE NXT 750,000 RE NXT Online Express 7,500,000 Online Express Email Sends (Annual Limit) <i>Billed: Annual</i> <i>Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027</i>	Year 1:	\$0.00
	Year 2:	\$0.00
	Year 3:	\$0.00
Online Express RE NXT Events <i>Billed: Annual</i> <i>Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027</i>	Year 1:	\$0.00
	Year 2:	\$0.00
	Year 3:	\$0.00
Online Express RE NXT Membership <i>Billed: Annual</i> <i>Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027</i>	Year 1:	\$0.00
	Year 2:	\$0.00
	Year 3:	\$0.00
Payment Enablement Fee <i>Billed: Annual</i> <i>Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027</i>	Year 1:	\$600.00
	Year 2:	\$600.00
	Year 3:	\$600.00
RE NXT Bulk Data Delivery <i>Billed: Annual</i> <i>Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027</i>	Year 1:	\$17,700.00
	Year 2:	\$19,116.00
	Year 3:	\$20,645.00
RE NXT Higher Ed Pro Offer 750,000 Records	Year 1:	\$130,707.00
	Year 2:	\$141,163.00

Included: TA NXT Add On Level 3, RE NXT Email powered by Blackbaud SKY, SKY Reporting Entitlement, Insight Designer, EFT, Tribute, Payment Processing, RE NXT eLibrary, Planned Gift Tracker, Search, Events, Alum for Alumni/ae Tracking, Membership, Volunteer, ResearchPoint, DES Internal Allocation NXT, RE NXT Pro

Year 3: \$152,456.00

Billed: Annual
Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

RE NXT Learn More
500,000 Records

Year 1: \$12,733.00
Year 2: \$13,752.00
Year 3: \$14,852.00

Billed: Annual
Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

RE NXT Module(s)
Included: Queue

Year 1: \$8,625.00
Year 2: \$9,315.00
Year 3: \$10,060.00

Billed: Annual
Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027

Renewal Order Totals: \$594,679.00

Cancellations and Modifications

ResearchPoint Learn More
RE NXT PaperSaveCloud
RENXT Test Environment

Usage Allowance

Online Express RE NXT	750,000 RE NXT Online Express
Online Express RE NXT Email Sends	7,500,000 Online Express Email Sends (Annual Limit)
RE NXT Pro	750,000 Records

Overage Fee

Online Express RE NXT
Online Express Email Sends (Annual Limit): \$ 0.007 Per additional email sent

General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:



The fees and terms on this Order Form are valid if executed by You on or before ~~06/07/2024~~ 06/07/2024. This Order Form is governed by the Blackbaud Solutions Agreement and by all other applicable terms and conditions attached hereto and/or referenced in this Order Form, as well as the product/services specific terms and conditions set forth in the [Online Terms and Conditions Center](#). By signing this Order Form, you agree to these terms.

A Blackbaud Solution you are purchasing on this Order Form includes payment processing capabilities and this Solution and your purchase are subject to the Blackbaud Payment Services Terms set forth at [paymentserviceterms.pdf \(blackbaud.com\)](#).

The payment enablement fee is a monthly fee that is billed annually and is applicable to customers using Blackbaud payment-enabled solutions. It supports Blackbaud's investment in building, maintaining, and supporting secure, compliant, reliable online payment-enabled solutions. For further details on this fee, please visit: [www.blackbaud.com/paymentenablementfee](#).

Renewals:

Unless You notify Blackbaud in writing of Your desire to cancel on or before the deadline of forty-five (45) days prior to the start of the upcoming renewal term, (i) Your Subscription shall renew for consecutive terms of at least thirty-six (36) months; or (ii) if You are on a term greater than thirty-six (36) months, Your Subscription shall renew for a term equal to your current term. Recurring fees are subject to an annual adjustment. A Renewal Notice, including any changes to recurring fees, will be sent to You at least ninety (90) days prior to the start of the upcoming renewal term.

Expenses, Invoicing and Payment:

- a. **Expenses.** If Blackbaud incurs reasonable travel and living expenses to perform Your Services, You are required to reimburse Blackbaud for such expenses pursuant to Blackbaud's then-current travel policy, available to You upon request.
- b. **Invoices.** Blackbaud has the right to invoice You for Your initial Subscription term immediately following Order Form signature. Blackbaud's process is to issue all annual invoices for Subscription fees according to the payment terms on this Order Form. For example, if Your net payment terms are the standard 30 days, Your invoice is issued 30 days before it is due. All invoices for Services will be issued in accordance with the applicable SOW.
- c. **Payments and Late Payments.** Payment is due as stated in this Order Form. All payments are non-refundable except in the event of Our uncured material default under this agreement. If You believe an invoice is inaccurate, You must notify Blackbaud in writing within thirty (30) days from the date of such invoice. Except for amounts subject to a good faith dispute, We may invoice You an interest rate allowable under applicable laws for any outstanding invoice not paid when due.

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, please go to the Blackbaud Portal to update your exemption certificate.

You acknowledge that certain aspects of Our Solutions interface with and share client content with partner applications purchased by You from third parties ("Partner Applications"). We make no warranty with respect to any Partner Applications, and We shall have no liability should client content become unavailable from such Partner Applications for any reason. Your use and remedies with respect to such Partner Applications shall be pursuant to the applicable third-party agreements in place between You and the third-party provider of the Partner Application. Pricing for certain of Your Blackbaud subscriptions is based on an allowable volume of records as stated on this Order Form. If You exceed the record volume for which You are subscribed, Blackbaud will provide You notice, and if You do not reduce Your record volume to stay at or below the subscribed limit within ten days of such notice, Blackbaud will have the right to upgrade Your subscription and invoice You the additional cost for the next applicable pricing tier, pro-rated through the end date of your current subscription. Once the upgrade to the next pricing tier is applied to your subscription, You may not request a lower pricing tier until Your next renewal term begins.

For the purposes of calculating Your record volume, all constituent records (for example, active, inactive, deceased) in the production environment database(s) are included. Any "Non-constituent relationship" record types (for example, spouse of main constituent) are not included.

RE NXT Email sends (Annual Limit): UNLIMITED

Your purchase includes Blackbaud Merchant Services ("BBMS") for the processing of electronic payments within your Blackbaud Solution(s) and is subject to the Blackbaud Payment Services Terms. You agree to use BBMS as your exclusive processor for all available forms of electronic payments within all Blackbaud Solutions for the term set forth on this Order Form. Use of an alternate processing solution during this term is subject to interconnect gateway fees plus additional processing fees equal to the standard BBMS rate.

Included modules in TA NXT Add On Level 3 are ResearchPoint Pro, Address Accelerator, Deceased Record Finder, Target Analytics Affluence.

With Your purchase of Bulk Data Delivery, You will receive nightly copies of your Raiser's Edge NXT data in a read-only format.

This Order Form is effective as of 07/27/2024 (the "Effective Date") and continues for the term set forth herein. Subscriptions are billed according to the schedule set forth above.

Scopes of Work

The Professional and Consulting services charges listed on this Order Form are for this purchase only and are subject to the Professional and Consulting Services General Terms. Information specific to the Professional and Consulting services project, or work, can be found in the applicable Statement(s) of Work (SOW).

Project Contact Name:

Enter text here to overwrite the above Project Contact Name:

Project Contact Email:

Enter text here to overwrite the above Project Contact Email:

TA NXT Add On Level 3	Scope of Work
RE NXT Bulk Data Delivery	Scope of Work
Principal Giving	Scope of Work

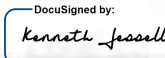
Signatures:

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED:

Client: Florida International University Board of Trustees

Blackbaud Inc.

By: 
 DocuSigned by: Kenneth Jesse
178D526292A4C1
Contracts (Jun 20, 2024 15:27 EDT)

Name: Kenneth Jesse11

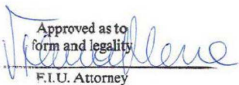
Title: President

Date: 9/25/2024

Name: Contracts

Title: Taylor Farrell

Date: Jun 20, 2024


 Approved as to
form and legality
F.I.U. Attorney

DATE: 8-20-24



Name: David Benjamin

Title: EVP, Chief Commercial Officer

Date: 05/29/2024

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Blackbaud Solutions Agreement

This Blackbaud Solutions Agreement is entered into by You and Blackbaud and each party agrees as follows:

1. Welcome To Blackbaud

This agreement sets forth the terms and conditions that govern Your access to and use of Our Solutions. Please contact Blackbaud if You have any questions about this agreement.

2. Ordering Procedures

We will provide You access to Our Solutions and deliver the Services detailed in the applicable Order Form. The Order Form, along with its attachments, which may include statements of work for Services (each an "SOW"), constitutes the complete and entire agreement, and supersedes all other agreements between Us concerning Our Solutions. In the event of a conflict between this agreement, an Order Form, or an SOW, the following order of precedence shall apply: (1) Order Form; (2) this agreement; (3) SOW.

3. Subscription Access And Use

- a. Access. You and Your employees may access and use Subscriptions and Documentation for Your internal business purposes during the term set forth in the Order Form.
- b. Suspension; Acceptable Use Policy. We may suspend access to any Solution upon written notice and after providing ten (10) days opportunity to cure if You fail to pay fees when due. Notwithstanding the forgoing, we may suspend access immediately upon written notice if You violate this agreement or violate Blackbaud's AUP. Suspensions are rare and exercised in a manner proportionate to the severity of the violation. We agree to work with You in good faith to address any violations in a reasonable manner, to prevent similar violations, and to reinstate the affected Solutions as quickly as possible. For violations of the AUP that do not result in a violation of law or that do not have a material adverse impact on Blackbaud or its customers, Blackbaud may not suspend Your use of or access to Blackbaud Solutions for violation of the AUP unless Blackbaud has first provided You ten (10) days written notice of Your violation of such policy and You have failed to correct such violation within such notice period.

4. Fees, Expenses, And Payment

The financial terms for the Solutions are set forth in the applicable Order Form.

5. Confidential Information

- a. Definitions. "Confidential Information" means (i) all information disclosed by one of Us ("Owner") to the other ("Recipient") electronically, visually, orally or in a tangible form which is either (a) marked as "confidential" (or with a similar legend), (b) is identified at the time of disclosure as being confidential, or (c) should be reasonably understood to be confidential or proprietary; (ii) the terms and/or existence of this agreement and the relationship between the parties, Our architecture,



software, data, and technology that comprise the Solutions, Order Form(s), SOW(s), and any proposals or other documents that preceded this agreement; and (iii) donor, student, prospect and financial information. Recipient shall not obtain any rights, title, or interest in any Confidential Information of Owner. The obligations in (b) below shall not apply to: information generally known to the public; information independently developed by Recipient without access to Confidential Information; information in the possession of Recipient without an obligation of confidentiality; or information required to be disclosed by court order or applicable law after Owner has been notified.

- b) **Treatment of Confidential Information.** Recipient may only (i) use Owner's Confidential Information to carry out the purposes of this agreement; and (ii) disclose Owner's Confidential Information to those third parties operating under non-disclosure provisions no less restrictive than those set forth in this agreement and who have a justified business "need to know." Recipient is responsible for any mistreatment of Confidential Information by such third parties. Recipient must protect Owner's Confidential Information using the same degree of care it uses to protect its own confidential and proprietary information, but in any case, not less than reasonable care, and protect such information in accordance with applicable laws. Upon termination of this agreement, Recipient must return or destroy all Owner Confidential Information in its possession or control, if feasible. If not destroyed, Recipient will continue to protect such information as required above.

6. Security

- a. It takes both of us to protect Your Data and Our Solutions. We have implemented and will maintain administrative, physical, and technical safeguards designed to: (i) protect against anticipated threats or hazards to the security of Your Confidential Information, and (ii) protect against unauthorized access to or use of Confidential Information that could materially harm You. Our technical safeguards include firewalls, virus and intrusion detection, and authentication protocols. In order to continually improve our safeguards, we reserve the right to make changes to the physical and technical safeguards, policies, and data security programs at any time, provided we will at all times maintain commercially reasonable information security procedures and standards. You and Blackbaud acknowledge that Solutions may include sending email and publishing web pages over the public Internet using SMTP or HTTP protocols, and that these standard protocols do not support many enhanced data security protections. In no case will the use of the public Internet in this manner be deemed to violate our obligations under this Agreement. You commit to take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Your Data and Our Solutions. Upon request and no more than once per year, You may obtain a copy of our most recent third party security audit summary report for the applicable Blackbaud Solutions from Support.
- b. We have implemented commercially reasonable, written policies and procedures addressing potential Security Breaches and have a breach response plan in place.
- c. Within seventy-two (72) hours of discovery, we will report any Security Breach to You. "Security Breach" means any unauthorized access, use, disclosure, modification, or destruction affecting the confidentiality of Your Confidential Information. Security Breaches shall not include: (a) "pings" on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; (d) denial-of-service attacks that do not result in a server being taken offline; or (e) malware (e.g., a worm or virus) that does not result in unauthorized access, use, disclosure, modification, or destruction of Your Confidential Information.
- d. In the event of a Security Breach, we will use commercially reasonable efforts to mitigate any negative consequences resulting directly from the Security Breach and will use commercially reasonable efforts to implement procedures to prevent the recurrence of a similar Security Breach.
- e. We will use industry standard methods for the destruction of Your Confidential Information in accordance with Section 15(c) (Effect of Termination).

7. Your Obligations



Solutions may only be used or accessed from Your devices and systems that meet the System Requirements. You agree to administer and monitor the use of Your login IDs, passwords, and all accesses to the Solutions by Your employees pursuant to the instructions You will receive when Your Solutions are activated.

8. Indemnity

Each party shall indemnify and defend the other party against any third party claims to the extent arising from the indemnifying party's gross negligence or willful misconduct. You shall indemnify and defend Blackbaud against any third party claims to the extent arising from Your breach of the AUP or Your obligations under Section 7 above. The indemnified party shall give the indemnifying party prompt written notice of any claims for indemnification and the indemnified party agrees to relinquish control of defending any such claim to the indemnifying party, including the right to settle; provided however, that the indemnifying party will not settle any such suit or claim without the indemnified party's prior written consent if such settlement would be adverse to the indemnified party's interests. This section states the entire liability of each party with respect to any type of third party claim.

9. Representations, Warranties, And Disclaimer

- a. **Mutual Representations and Warranties.** Each party represents and warrants that (i) it has the right and power to enter into this agreement, (ii) an authorized representative has accepted this agreement, and (iii) it will comply with all applicable laws and regulations pertaining to this agreement.
- b. **Blackbaud Limited Warranties.** Solutions will materially perform pursuant to their then-current Documentation. All Services will be performed in a professional manner in accordance with industry standards. If You believe that a Subscription fails to perform as described in the Documentation, You must notify Blackbaud in writing within thirty (30) days of the days of the occurrence of the problem, and Blackbaud will use reasonable efforts to repair or replace the Solution without charge. If a Service has been improperly performed, You must notify Blackbaud in writing within thirty (30) days of completion of the Service, and Blackbaud will reperform the Service without charge. Services after such time will require a new SOW. The foregoing provides Your sole remedy for Solutions or Services that do not comply with the foregoing promise.
- c. **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 9, BLACKBAUD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER BLACKBAUD EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

10. Limitation Of Liability

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 AND YOUR PAYMENT OBLIGATIONS, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE GREATER OF (X) \$25,000 OR (Y) THE AMOUNT OF FEES PAID OR PAYABLE BY YOU FOR THE SOLUTION FROM WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AND BLACKBAUD AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

11. Ownership

- a. **Your Ownership and License.** You own Your data, Your Confidential Information and any artwork, logos, trade names, and trademarks that You provide to Blackbaud ("Your Data"). In order for Blackbaud to provide the Solutions, You grant to Blackbaud and its suppliers a nonexclusive, fully paid-up license to use, reproduce, store, modify, and display Your Data. Blackbaud may aggregate information from Your use of Solutions with information from other customers' use, and use and disclose such results on an aggregated and anonymized basis for any purpose provided We do not individually identify You, Your Confidential Information, or Your use of Solutions.



- b. **Blackbaud Ownership and License.** Subject to Your rights to Your Data set forth above, Blackbaud has all right, title, and interest in and to any expressions and results of Solutions, the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, other technical information, and all derivatives of the foregoing created in connection with this agreement ("Work Product"). Blackbaud grants to You a nonexclusive, fully paid-up license to use Work Product, solely to the extent necessary for You and Your end users to use Solutions in accordance with this agreement. If You provide any feedback, comments, suggestions, ideas, requests, or recommendations for modifications or improvements to Blackbaud, You hereby assign all right, title, and interest in any such feedback to Blackbaud to be used for any purpose. All rights not expressly granted to You hereunder are reserved by Blackbaud.

12. Notice

All notices or other communications sent pursuant to or in connection with this agreement shall be made in writing and sent to the applicable address set forth in the Order Form, or as designated from time to time in writing by either of Us. All notices shall be deemed given if delivered receipt confirmed using registered or certified first class mail, postage prepaid, or recognized courier delivery.

13. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this agreement if prevented from doing so by a cause beyond such party's reasonable control. If a Force Majeure event continues for thirty (30) days or more, either Party may terminate the applicable Order Form or SOW upon written notice to the other party.

14. Dispute Resolution; Governing Law

The parties agree to submit all unresolved disputes to executive management for a period of thirty (30) days prior to the filing of a claim in any court of competent jurisdiction seeking legal relief. The parties agree that members of the executive management teams will negotiate such unresolved disputes in good faith. YOU AND BLACKBAUD EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING UNDER OR RELATED TO THIS AGREEMENT.

15. Term And Termination

- a. **Term.** The term of this agreement commences on the Effective Date and continues until terminated pursuant to this Section 15 or until the expiration of the current term if cancelled in accordance with an Order Form.
- b. **Default.** Either party may terminate this agreement if the other party materially defaults in performing its obligations under this agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the party requesting termination, and immediately by Blackbaud upon ten (10) days written notice for Your failure to pay undisputed invoices when due. In addition, this agreement may be terminated by Blackbaud upon written notice if You make an assignment for the benefit of creditors by You or dissolve Your entity.
- c. **Effect of Termination.** Upon termination of this agreement or termination of a Solution, Blackbaud may immediately cease providing the terminated Solution(s). If Blackbaud has Your Data in its possession upon termination, to the extent technologically feasible, Blackbaud will provide You with a copy of Your Data in its then-standard database format. If Blackbaud creates archive copies of Your Data during the course of performing its obligations under this agreement, You agree that Blackbaud may retain such copies following termination subject to Blackbaud's internal practices for record destruction. All earned and unpaid fees and expenses are due upon termination.

16. Statutory Exception

If You are a qualified public educational or government institution, any part of this agreement which may be invalid or unenforceable against You because of applicable state or federal law (example: all or part of the Indemnity section) shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law. If required by law this agreement will be governed by applicable state or federal law.



17. General

Except as specifically stated herein, remedies are cumulative. No failure or delay in enforcing any term or exercising any option shall be construed as a waiver unless agreed to in writing by Us. If any provision of this agreement is held to be unenforceable, the other provisions shall remain in full force and effect. No purchase order or other ordering document that purports to modify or supplement the printed text of this agreement or any attached or referenced document shall add to or vary the terms of this agreement. All proposed modifications to this agreement, Order Form(s) or SOW(s) are objected to and deemed material unless otherwise mutually agreed to in writing. Order Forms may be executed electronically, and in counterparts, which together form one legal instrument. A copy of an executed Order Form and any purchases within a Solution and made by reliable means, including electronic acceptance, shall be considered an original. You may not assign Your rights or obligations under this agreement without Our written consent. Blackbaud performs its obligations under this agreement as an independent contractor, not as Your employee, partner, or agent. Sections 3(b), 4, 5, 8, 9, 10, 11, 12, 14, 15.c, 17 and 18 survive the termination of this Agreement. You have accepted this agreement by the signing of an Order Form by Your duly authorized officer or officer representative.

18. Definitions

- "AUP" means Blackbaud's acceptable use policy located at <https://www.blackbaud.com/company/acceptable-use-policy>, as updated from time to time by Blackbaud.
- "Blackbaud", "Our", and "We" mean Blackbaud, Inc. and its affiliates and subsidiaries.
- "Documentation" means applicable manuals and documentation that Blackbaud generally provides or makes available for Solutions.
- "Effective Date" means the date of Your signature on the Order Form.
- "Order Form" means the Blackbaud order form signed by You (electronically or otherwise) and accepted by Blackbaud setting forth the Solutions You have ordered.
- "Services" means services provided by Blackbaud other than Subscriptions that are pursuant to an Order Form (and SOW if applicable) and may include professional, consulting, or training services.
- "Solutions" means Subscriptions and Services collectively.
- "Subscription" means any Blackbaud subscriptions, including maintenance, support, application services and payment services provided by Blackbaud pursuant to an Order Form.
- "System Requirements" means the requirements set forth at <https://www.blackbaud.com/systemrequirements>, as updated from time to time by Blackbaud.
- "Us" means Blackbaud and You collectively.
- "You" and "Your" mean the client set forth on the Order Form.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives:

Florida International
Name Howard Lipman
DocuSigned by:
Howard Lipman
853022261E5B49B...
Sr. VP, University Advancement
Title
12/8/2021
Date

Blackbaud Inc.
Name Kevin Gregoire
DocuSigned by:
Kevin Gregoire
6F8C23A1369D41A...
President, Enterprise Business Unit
Title
12/6/2021
Date



Supplemental Addendum - Software

1. Incorporation by Reference. The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum-Software ("Addendum") into the agreement between FIU and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.
2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from FIU will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the FIU conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if FIU does not issue payment within approximately thirty days of receipt of a proper invoice, FIU shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), F.S., if the interest exceeds one dollar.
3. Taxes. FIU is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. FIU shall provide an appropriate exemption certificate on or before the effective date of Agreement.
4. Travel Expenses. In order for travel expenses to be reimbursed under the Agreement, travel expenses must be expressly stated in the Agreement or related order form(s) or otherwise approved by an authorized FIU official in writing in advance.
5. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.
6. Vendor Intellectual Property Indemnification. This paragraph shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement. Vendor shall indemnify and defend FIU against any third-party claims that the Vendor Products as delivered or made available to FIU infringe any United States or Canadian patent, trademark or copyright owned by such third party. Additionally, Vendor shall, in its reasonable judgment and at its option and expense: (a) obtain for the right to continue using the affected Vendor Solution; (b) replace or modify the Vendor Solution so that it becomes non-infringing while giving equivalent performance; or (c) if Vendor cannot obtain the remedies in (a) or (b), as its sole obligation, terminate Your License or access to the infringing Vendor Solution and refund any pre-paid Subscription or Maintenance fees related to such Vendor Solution. Notwithstanding this Section, Vendor shall have no liability to indemnify and defend FIU to the extent (a) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by FIU or on Your behalf but the foregoing shall not relieve Vendor from its obligations hereunder in the case of the software, applications, services, and programs if such are necessary to the delivery and use of the Vendor Products; (b) the alleged infringement is the result of a modification made by anyone other than Vendor; or (c) FIU uses the Vendor Solution other than in accordance with the Agreement, any Documentation, or any delivered Documentation under a SOW(s). This section states the entire liability of Vendor with respect to any type of infringement claim.
7. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in

Supplemental Addendum - Software

any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of FIU, permission must be granted by its Sr. VP, Strategic Communications, Government and External Affairs or that position's designee, and in the case of the other party, permission must be granted by its General Counsel or that position's designee.

8. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

9. Use of FIU Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by FIU and may create information from or with such existing information owned or held by FIU (collectively, the "FIU Data"). Vendor shall not have the right to use FIU Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to FIU Data without FIU's written permission except as expressly authorized in the Agreement or this Addendum.

10. FIU Rights in Information. FIU retains all rights to, title to, and interest in FIU Data, and Vendor's use and possession thereof is solely on FIU's behalf. FIU may access and request a copy of any FIU Data backup on a monthly basis in Vendor's possession, and Vendor shall facilitate such access and copying promptly after FIU's request.

11.

12. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by FIU if the representation, warranty and covenant set forth above is violated.

13. FIU's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter FIU's liability for tort claims beyond the waiver of immunity set forth in Section 768.28, F.S.

14. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. FIU is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions resulting in the Agreement causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

15. Confidentiality Obligations. Vendor acknowledges that FIU is subject to the requirements of the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In establishing the Vendor's administrative, physical, and technical safeguards described in Section 6 of the Agreement, the Vendor has taken into account the requirements for administrative, physical and technical safeguards and industry standard practices to best ensure compliance under such Privacy Laws. Vendor agrees to provide FIU with reasonable assistance and information as and when necessary to enable FIU to comply with any information disclosure requirements. In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto.

FIU acknowledges that Vendor has advised it that Vendor considers certain information, including this Agreement and all aspects of the Vendor products, including pricing, methodology and Documentation, is confidential and proprietary to Vendor and if disclosed would prejudice Vendor's commercial interests. FIU agrees, subject to its obligations under the Florida public records laws, to take Vendor's position fully

Supplemental Addendum - Software

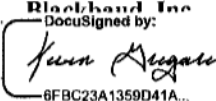
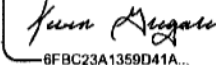
into account and not to prejudice their commercial interests and to undertake a full and meaningful consultation, prior to any decision to disclose such information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose FIU Confidential Information, Vendor shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of FIU Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment shall be accorded. Information required to be disclosed by court order or applicable law after FIU has been notified and given the opportunity to object shall not be subject to its obligations hereunder regarding Confidential Information if the recipient can provide sufficient evidence of the foregoing.

Upon termination of the Agreement, Vendor must return or destroy all FIU Confidential Information in its possession or control, if feasible. If not destroyed, Recipient will continue to protect such information as required above. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

16. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by FIU to Vendor; (ii) restrictions on the hiring of Vendor's employees; and (iii) attorneys' or collection fees provisions.

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.

VENDOR:  _____
By:  _____
Name: Kevin Gregoire
Title: President, Enterprise Business Unit
Date: 12/6/2021

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Funding Certification Form

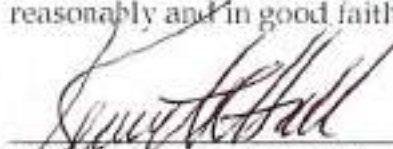
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Amendment to Blackbaud, Inc. PUR-08468: Raiser's Edge NXT database subscription for hosting donor and alumni records; database cleanup and advisory (training services).

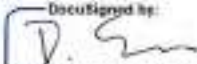
Funding Source(s):

Fund Code	Fund Code Description
211	Education & General Carryforward - Activity#: 1055020003

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.

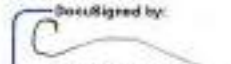

Kenneth C. Hall, Senior Vice President

July 27, 2025
Date

DocuSigned by:

200900729A02404
David H. Snider, Interim Chief Financial Officer
and Senior Vice President

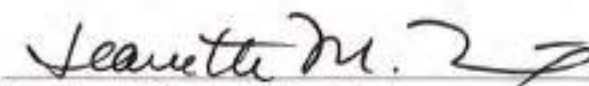
9/4/2025

Date

DocuSigned by:

TE6CBEF9E1654F6
Carlos B. Castillo, General Counsel

9/5/2025

Date


Jeanette M. Nuñez, President

9/10/25
Date

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Contract: PUR-05829 with BetterMynd, Inc. for Division of Student Affairs, Student Health and Wellness

Supplier:

BetterMynd, Inc.
1 Seneca St, 24th Floor
Buffalo, NY 14203

Supplier Contact:

Emily Seger,
Director of Campus Success,
emily@bettermynd.com,
phone: 412-525-0325

(PUR-04886) Initial Term: February 4, 2022 – May 31, 2022

Amendment #1: FIU agreed to purchase additional sessions

Amendment #2: Extended the contract through September 30, 2022

(PUR-05829) 1st Renewal Term: 10/1/2022 – 09/30/2025

2nd Renewal Term: 10/1/2025 – 09/30/2028

General Scope of Work:

BetterMynd will be providing telehealth services for mental health counseling for our students. BetterMynd is a web-based internet platform that provides a referral network of third-party mental health therapists and additional online counseling resources increasing accessibility to mental health resources for our students.

BetterMynd provides a network of licensed clinicians from diverse backgrounds that will supplement our on-campus staff in providing therapy to students. They are the only telehealth provider we have found that allows us to buy sessions in blocks, allowing us to increase/decrease blocks of sessions according to student demand and trends.

BetterMynd also allows us to serve FIU Online Only students who are out of state as well as students who go home out of state over the breaks. Additionally, BetterMynd provides easy, online scheduling and expands our services to students into nights and weekends. Lastly, they offer excellent real-time reporting to track utilization that allows us to quickly pivot our services in case of another pandemic or other unforeseen circumstances.

2nd Renewal Term Pricing:

The Services Fees shall be broken down as follows:

Product(s)	2025	2026	2027
Annual Subscription Fee	\$17,500	\$17,850	\$18,207
Online Counseling Session Credits	1880	1850	1800
Rate per Session Credit	\$95	\$98.80	\$102.75
Online Counseling Subtotal	\$178,600	\$182,780	\$184,950
Total Services Fee	\$196,100	\$200,630	\$203,157

Total Cost 3-Year Contract: \$ 599,887

Description of Costs

Annual Subscription Fee. This payment is intended to compensate BetterMynd for all annual setup and technology costs including, without limitation, developing and maintaining a customized student-portal for Institution, facilitating student access to a national network of licensed mental health counselors, dedicated customer support and account management year-round, as well as real-time administrative reporting.

Teletherapy Sessions Cost. Institution will be provided with the allotted amount of Teletherapy Sessions annually, per the schedule above, to be used by its students, at no cost to the students. Any unused sessions will “rollover” to the following year and will not expire provided the agreement is renewed each year. Notwithstanding the rollover provision, the minimum purchase is 100 sessions per year. Institution may purchase additional teletherapy sessions at the BetterMynd current calendar year’s established rate in bundles of 50 (minimum).

Insurance Requirement

n/a

Termination

Upon giving at least thirty (30) days’ written notice to Vendor, FIU may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FIU shall not be liable for any early termination charges.

Department Contact Information

Name and Department: Bianca Garcia, Student Health and Wellness, Assistant Director of Finance

Phone: 305-348-4753

Email: bigarc@fiu.edu

Purchasing Contact

Name: Yakov Pinas Zade

Phone: 305-348-2161

Email: ypinasza@fiu.edu

Amendment A.1

This Amendment is in relation to BetterMynd's Agreement with The Florida International University Board of Trustees, "PUR-04886".

As outlined in the Agreement, Section IV, "Compensation," FIU may purchase additional session credits for the duration of the Term at the below package rates:

# Sessions	Per Session Price	Total Session Cost
100	\$95	\$9,500
300	\$85	\$25,500
500	\$80	\$40,000
1,000	\$75	\$75,000

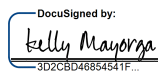
FIU agrees to purchase an additional 1,000 sessions to be used by its students, at no cost to the students, for the price of \$75,000.

This amendment also serves to extend the contract to expire on 7/31/22 to 9/30/22.

FIU agrees to make payment within forty-five (45) days of the date signed below. Payment can be made electronically, through ACH, or by check to the below address:

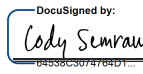
BetterMynd, Inc.
1 Seneca Street, 24th Floor
Buffalo, NY 14203

Florida International University Board of Trustees

DocuSigned by:

3D2CB046854541F

Name: Kelly Mayorga
Title: Executive Director of Procurement Services
Date: 7/26/2022

BetterMynd, Inc.

DocuSigned by:

64938C3074764D1...

Name: Cody Semrau
Title: Founder & CEO
Date: 7/26/2022

Amendment A

This Amendment is in relation to BetterMynd's Agreement with The Florida International University Board of Trustees, "PUR-04886".

As outlined in the Agreement, Section IV, "Compensation," FIU may purchase additional session credits for the duration of the Term at the below package rates:

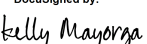
# Sessions	Per Session Price	Total Session Cost
100	\$95	\$9,500
300	\$85	\$25,500
500	\$80	\$40,000
1,000	\$75	\$75,000

FIU agrees to purchase an additional 500 sessions to be used by its students, at no cost to the students, for the price of \$40,000.

FIU agrees to make payment within thirty (30) days of the date signed below. Payment can be made electronically, through ACH, or by check to the below address:

BetterMynd, Inc.
1 Seneca Street, 24th Floor
Buffalo, NY 14203

**Florida International University
Board of Trustees**

DocuSigned by:

3D2CBD46854541F...

Name: Kelly Mayorga

Title: Executive Director of Procurement Services

Date: 5/5/2022

BetterMynd, Inc.



Name: Cody Semrau

Title: Founder & CEO

Date: 4/15/22

**Agreement
between
Florida International University Board of Trustees
and
BetterMynd, Inc.**

This agreement (the "Agreement") is between Florida International University Board of Trustees (hereinafter "FIU"), whose principal place of business is 11200 SW 8th Street, Miami, FL 33199, and BetterMynd, Inc. (hereinafter referred to as "BetterMynd") whose principal place of business is 1 Seneca Street, 24th Floor, Buffalo, NY 14203 (each a "Party" and collectively referred to herein as the "Parties").

The purpose of this Agreement is to enter into a service arrangement between FIU and BetterMynd for the provision of online mental health services to FIU's students.

BetterMynd is a web-based internet platform, accessible at www.bettermynd.com, that provides a referral network of third-party mental health therapists and additional online counseling resources, increasing accessibility to mental health resources for FIU's student body (hereinafter, the "BetterMynd Platform").

Section I. Scope of Service

The BetterMynd Platform will provide an online service that enables students to schedule and participate in teletherapy sessions with licensed mental health clinicians. In exchange for the payment of the **Services Fee** (as defined below), FIU will receive a specified number of teletherapy sessions (the "**Allotted Sessions**") for the duration of the **Term** (defined below), to distribute to its students, at no additional cost to the students. Any sessions not used by the end of each Term will roll over to the subsequent Term. BetterMynd will work with FIU to establish protocols and procedures for distributing these sessions to students based on FIU's own personal directives (i.e. capping number of allotted sessions available to each student).

The BetterMynd Platform will be HIPAA compliant and abide by the Family Educational Rights and Privacy Act (FERPA), as well as all other Florida laws and regulations, to protect and securely store any and all personal health information (PHI) collected through the BetterMynd Platform. BetterMynd will use the PHI only for the purpose of fulfilling its duties under the Agreement, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by FIU.

BetterMynd conducts a thorough application and vetting process for all interested clinicians before they are accepted into BetterMynd's network of counselors. All clinicians on The BetterMynd Platform must have a professional license to conduct mental health services in the state in which they are located, have malpractice insurance, and be experienced working with college-age students. For purposes of this Agreement, clinicians accepted as service providers by BetterMynd shall be referred to as "**Counselors**."

Services will be provided via the internet. Students will register and login on BetterMynd's secure website portal and will then be presented with the contact information for those Counselors who are selected for participation and are licensed to work in the state in which the student is located.

Students will be responsible for the Counselors they choose to engage with and for selecting and scheduling appointments that are available and convenient.

Students will be responsible for finding a private location for their teletherapy session(s) and for their internet connection to The BetterMynd Platform as to be connected with their selected Counselor. The BetterMynd Platform will be responsible for billing and scheduling while all logistics regarding documentation and care will be handled by the respective Counselors.

BetterMynd will not be a provider of counseling services, nor offer crisis management services. The Counselors who contract with BetterMynd will provide the counseling services. All Counselors who are made available to FIU students will be responsible for using their own professional judgment to assess whether or not a student is fit for teletherapy services, and will follow the established protocol(s) in the case that a student is in crisis or may be in danger of harming themselves or others.

BetterMynd will share non-confidential utilization data with FIU's administration at the end of each academic month. FIU agrees to list BetterMynd's logo and a clickable link to BetterMynd's website on its school website to promote BetterMynd's services to students.

FIU will maintain confidentiality related to BetterMynd and its services with regards to outside competitors or any parties that may undermine BetterMynd and its success.

Section II. Term

on the date fully executed below

This Agreement shall become effective ~~January 1, 2022~~ and remain in effect through May 31, 2022 (the “**Initial Term**”), and shall renew automatically for consecutive one (1) year periods (each a “**Renewal Term**” and each renewal Term collectively with the Initial Term, the “**Term**”) upon the written notice of FIU. The Agreement may be terminated by either Party with ninety (90) days written notice without necessity of demonstrating cause; provided the 90-day notice requirement shall not apply under circumstances where the terminating party reasonably determines that immediate termination is necessary and to protect the safety or well-being of persons or property.

Additionally, except where the Agreement is terminated immediately as provided above, FIU students utilizing BetterMynd's services will be given thirty (30) days notice of termination of contract in order to give them adequate time to appropriately terminate the counseling relationship with their Counselors and secure alternative forms of counseling.

Section III. Insurance and Liability

BetterMynd will require that Counselors, at their expense, purchase and maintain professional liability insurance during the period of their relationship with BetterMynd with limits no less than:

\$1,000,000 - per occurrence (each individual claim)
\$3,000,000 - aggregate (total amount per policy year)

It is expressly understood and agreed that, in the execution of this Agreement, FIU neither waives

nor shall be deemed to have waived any immunity or defense that would otherwise be available under law. In performance of this agreement, BetterMynd shall act in material compliance with all applicable Federal, State, and Local laws, ordinances, and regulations.

Section IV. Compensation

FIU shall pay the **Services Fee** to BetterMynd in exchange for the services to be provided hereunder. The Service Fee shall be broken down as follows:

- **Annual Subscription Fee.** This payment is intended to compensate BetterMynd for all annual setup and technology costs (including developing and maintaining a customized student-portal for FIU), giving your students access to our national network of licensed mental health counselors, dedicated student support year-round, free self-help tools and resources made available to students 24/7, free group therapy sessions, and regular account management and reporting.
- **Allotted Sessions Fee.** FIU will be credited 500 sessions to be used by its students, at no cost to the students.

	Pricing
Annual Subscription Fee (*pro-rated for 6 months)	\$7,500*
Allotted Sessions	500 sessions (\$80/session)
Sessions Cost	\$40,000
Services Fee (total)	\$47,500

In the event additional sessions are needed in excess of the Allotted Sessions, FIU may at any time purchase additional teletherapy sessions at the below package rates:

# Sessions	Per Session Price	Total Session Cost
100	\$95	\$9,500
300	\$85	\$25,500
500	\$80	\$40,000
1,000	\$75	\$75,000

The Services Fee shall be paid by within thirty (30) days of the start of the Initial Term. Payments can be made electronically, through ACH, or by check to the below address:

BetterMynd, Inc.
1 Seneca Street, 24th Floor
Buffalo, NY 14203

Section V. Indemnification

BetterMynd. BetterMynd shall be responsible to and shall fully defend, indemnify, and hold harmless FIU and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of BetterMynd, its officers, employees, agents or licensees in any performance under this Agreement including: (i) personal injury, damage to real or personal tangible property; and (ii) negligence, either active or passive. FIU reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

FIU. Subject to the availability of lawful appropriation and consistent with state laws, FIU shall hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction for its failure to perform its obligations hereunder to the extent attributable to the negligence of FIU, its officers or employees when acting within the course and scope of their employment.

The Parties' obligations under this section shall survive expiration or termination of this agreement.

Section VI. HIPAA Regulations

BetterMynd shall comply with HIPAA Regulations pursuant to 45 C.F.R. parts 160 - 164, Subparts A and E. BetterMynd shall maintain any documentation regarding any and all information, in any format, as confidential information.

Section VII. Confidentiality

Definition. "*Confidential Information*" means all information relating to a Party's products, services, technical information, marketing plans, customers, financial data, proprietary information, transactions, computer programs, source code, object code, customer or potential customer names, methods of doing business, proprietary processes, ideas, inventions, (whether patentable or not), client and product development plans, forecasts, strategies and information, that is disclosed to a Party (the "*Receiving Party*") by the other Party (the "*Disclosing Party*") in any manner.

During the Term of this Agreement, and for one (1) year after the termination or expiration of this Agreement, each Party will (a) hold the confidential information of the other Party in strict trust and confidence, (b) refrain from using or permitting others to use such Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, (c) refrain from disclosing or permitting others to disclose any such Confidential Information to any third party without obtaining the Disclosing Party's express prior written consent on a case-by-case basis, and (d) limit access to the Confidential Information to employees or agents of the Receiving Party who have a reasonable need to have such access in connection with the performance of the Services.

Exceptions. The obligations set forth in this Section VII will not apply with respect to any particular information that: (i) the Receiving Party lawfully knew prior to the Disclosing Party's

first disclosure to the Receiving Party, (ii) a third party rightfully disclosed to the Receiving Party free of any confidentiality duties or obligations, (iii) is, or through no fault of the Receiving Party has become, generally available to the public, or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Additionally, the Receiving Party will be permitted to disclose Confidential Information to the extent that such disclosure is expressly approved in writing by the Disclosing Party, or is required by Law or court order, provided that the Receiving Party immediately notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court. For avoidance of doubt, the contents of this Agreement constitute the Confidential Information of both Parties.

Section VIII. No Other Warranties; Cap on Damages; No Consequential Damages

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE HEREIN, BETTERMYND MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE BETTERMYND PLATFORM OR THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

BETTERMYND'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BETTERMYND PURSUANT TO THIS AGREEMENT IN THE TWLEVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY HERETO FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

Section IX. Ownership

The Parties acknowledge and agree that BetterMynd is, and at all times shall remain, the sole and exclusive owner of The BetterMynd Platform; and FIU shall accrue no ownership or right of use pertaining to the BetterMynd Platform or any products or services provided by BetterMynd hereunder by virtue of entering into this Agreement.

Section X. Miscellaneous Provisions

Independent Contractors: The Parties are independent contractors and not partners, joint venturers, nor principles or agents. Neither Party shall have or hold itself out as having the power or authority to bind or create liability for the other Party by its negligent or intentional act or omission.

No Third-Party Beneficiaries. This Agreement is not intended to benefit any third party nor shall any person or entity who is not a Party hereto be entitled to enforce any of the rights or obligations of a Party under this Agreement.

Assignment. This Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by either Party without the other Party's express prior written consent, which shall not be unreasonably conditioned, withheld, or delayed; *provided, however,* BetterMynd shall have the right to assign this Agreement to any successor in interest to BetterMynd in connection with any merger, consolidation, or sale of control BetterMynd or all or substantially all of BetterMynd's assets.

Data Security: BetterMynd agrees at all times to maintain network security which at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Further, BetterMynd agrees to maintain network security that conforms to generally recognized "Industry Standards" and best practices that BetterMynd applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see <http://www.cisecurity.org>).

Software Accessibility: BetterMynd understands that the FIU is required to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. BetterMynd warrants that program provided under the scope of this agreement has been tested and meets commonly agreed upon web accessibility standards, including but not limited to, Web Content Accessibility Guideline (WCAG) 2.1 and Section 508 of the Rehabilitation Act of 1973. BetterMynd understands that it is solely responsible for ensuring that BetterMynd meets these standards and agrees to address any accessibility concerns within ten (10) business days upon notification from FIU. Upon request, BetterMynd, Inc. agrees to provide a Voluntary Product Accessibility 2.0 Template (VPAT) to document its compliance.

Amendment; Entire Agreement: No amendment or modification to the Agreement shall be effective unless approved by both Parties in a signed writing that specifically identifies and expressly states that it is intended to serve as an amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to subject matter and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations or communications whether written or oral, relating thereto.

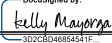

-and the
attached
Supplemental
hereby
incorporated
by reference,

Severability: If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials duly authorized.

**Florida International University
Board of Trustees**

DocuSigned by:

302C8D4685441F...

Name: Kelly Mayorga
Title: Executive Director of Procurement
Date: 2/4/2022

BetterMynd, Inc.

DocuSigned by:

64538C3074764D1...

Name: Cody Semrau
Title: Founder & CEO
Date: 2/4/2022

FLORIDA INTERNATIONAL UNIVERSITY

1. **Incorporation by Reference.** The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the agreement between FIU and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. **Payment.** Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit; invoice requirements are available on FIU's Office of the Controller's Payment Services [website](#). FIU shall make payment in accordance with [FIU-2202 – Prompt Payment](#). If FIU does not issue payment within forty (40) days of receipt of a proper invoice, FIU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S., if the interest exceeds one dollar. Vendors experiencing payment problems may contact Accounts Payable at (305) 348-3889. FIU's performance and obligation to pay is contingent upon the legislature's annual appropriation; FIU will give notice to Vendor of the non-availability of funds when FIU has knowledge thereof. FIU will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. FIU may require Vendor to accept payments via FIU's EFT/ACH payment process. If Vendor is making any payment to FIU, Vendor shall pay timely and not offset any amounts. FIU shall not make any deposits or prepay any amounts; any deposits are refundable.

3. **Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor's obligations.

4. **Information.** Vendor acknowledges that all documents, materials and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are and shall remain at all times proprietary and the sole property of FIU. Vendor shall not disclose Information to third parties unless it obtains FIU's prior written consent. All Information shall be stored in the United States or other jurisdictions approved by FIU in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of FIU. Vendor acknowledges and agrees that it is responsible for the security of all Information in its possession. Vendor represents and warrants that for the life of the Agreement and/or while Vendor is involved with Information, the software and services used for processing the Information shall be compliant with current regulatory standards. Vendor shall, upon written request, furnish proof of compliance within 10 business days of the request. Vendor will inform FIU's Chief Information Security Officer within 24 hours if it has knowledge of, or can reasonably expect that, a security breach of Information has occurred. Vendor shall provide appropriate level of detail regarding the breach including, but not limited to, start and end dates, system(s) impacted, estimated number of users impacted, and remediation plans and timeline. Vendor, upon termination of the Agreement, it shall erase, destroy, and render un-readable 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 Agreement or within seven (7) days of the request of an agent of FIU, whichever shall come first.

5. **Public Records.** FIU is subject to Chapter 119 of Florida Statutes, the Florida Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FIU may respond to public records requests without providing Vendor any notice. FIU may unilaterally cancel the Agreement for Vendor's refusal to allow public access to public records related to the Agreement. Additionally, Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, OR BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

6. **Indemnity.** Vendor will indemnify, defend and hold harmless FIU, the FIU Board of Trustees, the State of Florida, the Florida Board of Governors, 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: (i) the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or sub-contractors in connection with or related to (a) Vendor's operations, activities, business and/or services or (b) Vendor's occupancy or use of the FIU premises; or (ii) that Vendor's products and/or services (collectively, the IP") infringes upon or violates any proprietary right of any third party. FIU will provide reasonable co-operation in the defense of the suit at Vendor's expense. Vendor's indemnification obligations shall not be limited by any limitation of liability outlined in the Agreement. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by FIU, and then such indemnification is limited to the express terms of §768.28, F.S.**

7. **Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term:

a. **Permits:** have all applicable permits, licenses, consents, and approvals necessary;

b. **General:** comply with all applicable federal, state, local and FIU laws, rules, regulations, and ordinances and all other governmental requirements;

c. **Privacy:** comply with all applicable state and federal laws and FIU policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as 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, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents required in regards to its collection and/or receipt of any such information. In the event that FIU will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, FIU and Vendor enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor;

d. **Federal Funds.** If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Vendor agrees to comply with the terms contained in FIU's **Federally Funded Projects Addendum**, found at <https://generalcounsel.fiu.edu/contract-forms/>, herein incorporated by this reference; and

e. **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.

8. **General Provisions.**

a. **Warranties.** Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

b. **Publicity.** Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU's name, trademarks, logos or marks, without the prior written approval from FIU's External Relations department in each instance.

c. **Insurance.** FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU. Any provision requiring FIU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and name FIU as additional insured and be primary and non-contributory on Vendor's policies (except for workers' compensation & professional liability). All policies shall be in a form and with deductible limits reasonably satisfactory to FIU, with insurance companies reasonably approved by FIU and authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with FIU prior to the

FLORIDA INTERNATIONAL UNIVERSITY

date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving FIU thirty (30) days' written notice prior to the effective date of cancellation. Timely renewal certificates will be provided to FIU as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against FIU for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request by FIU. If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the expiration or termination of the Agreement. The insurance shall have a retroactive date of placement by the effective date of the Agreement. If the coverage is canceled or non-renewed and not replaced with another similar claims-made policy form, the Vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the expiration or termination of the Agreement.

d. **Third Parties.** FIU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiary to the Agreement.

e. **Governing Law.** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity.

f. **Travel Expenses.** If FIU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and [FIU Policy 1110.060 – Travel: University Travel Expense Policy](#). FIU reserves the right not to pay travel expenses unless FIU approves such expenses in advance, in writing. FIU has the right to make travel arrangements for Vendor.

g. **Lobbying.** Vendor is prohibited from using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

h. **Conflicts.** Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with FIU unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. **Termination.** Upon giving at least thirty (30) days' written notice to Vendor, FIU may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FIU shall not be liable for any early termination charges.

j. **Records.** Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. FIU or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. **PCI-DSS:** as may be applicable, deliver all services in full compliance with the most recent version of the Payment Card Industry Data Security Standard (PCI-DSS) in effect at the time of service delivery. Vendor will treat all FIU provided infrastructure and resources as public and non-secure, regardless of measures FIU may choose to put in place. Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to FIU that Vendor is continuously operating in full compliance with PCI-DSS and is not relying on FIU for any aspect of that compliance. If Vendor loses any required certification or the certification lapses, Vendor shall immediately notify FIU, and FIU will have an option to terminate this contract and receive a refund for un-rendered services.

l. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by due to conditions beyond its reasonable control including but not limited to: an act of war, hostile foreign action, labor strike, epidemics, pandemics, quarantines, national or regional emergency, public health emergency, changes in laws and governmental policies, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of

force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

m. **Section 889 Compliance Certification.** Vendor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).

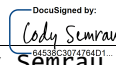
n. **Deletion.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) FIU's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FIU's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) Limitation of Vendor's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by FIU.

o. **Assignment.** Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of FIU, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

9. **No counterparts; Signatures.** The Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if/when a party's signature is delivered by facsimile 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.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: BetterMynd, Inc.

By: 
Name: Cody Semrau
Title: President/CEO
Date: 2/4/2022

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.

VENDOR:

DocuSigned by:

Cody Semrau

64538C30747E4D1

By:

DocuSigned by:

Cody Semrau

64538C30747E4D1

Name:

Cody Semrau

Title:

President/CEO

Date:

2/4/2022

BetterMynd, Inc. License Agreement
This License Agreement is an agreement between
Florida International University
and
BetterMynd, Inc.

Amendment to the License Agreement

This Amendment is in relation to BetterMynd's established Agreement with Florida International University (hereinafter "Institution").

The purpose of this Amendment is to continue the arrangement between Institution and BetterMynd to facilitate access to online mental health services for students and to provide the services outlined in Addendum I herein (the "**Scope of Services**").

Institution shall pay the fees set forth in Addendum II (the "**Services Fee**").

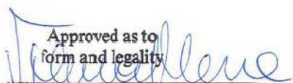
As of the dates signed by both Parties below, this Agreement is extended, and the updated Term will be: **10/1/25 – 9/30/28**

Florida International University **Board of Trustees** **BetterMynd, Inc.**

Name: _____
Title: _____
Date: _____

Name: Cody Semrau
Title: Founder & CEO
Date: _____

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Approved as to
form and legality

F.I.U. Attorney

Addendum I
Scope of Services

BetterMynd provides the services as listed and described below. Services included in this agreement are indicated by the checkbox and included in the pricing in Addendum II, Services Fees.

☒ Access to Teletherapy Services

BetterMynd will provide an online platform that enables students to schedule and participate in teletherapy sessions with independent licensed mental health clinicians. In exchange for the payment of the Services Fee (as defined below), the Institution will receive access to, and the services necessary to facilitate, a specified number of teletherapy sessions (the “**Allotted Sessions**”) for the duration of the Term to distribute to its students. BetterMynd will work with Institution to establish protocols and procedures for providing students with access to these sessions based on Institution’s own personal directives (e.g., capping number of Allotted Sessions available to each student).

The BetterMynd Platform complies with all applicable data privacy laws, including applicable state and federal laws related to healthcare and education data security and privacy. BetterMynd will use such data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party except as provided for in this Agreement or required by law.

BetterMynd conducts a thorough application and vetting process to determine the eligibility of each interested clinician before they are permitted to use the BetterMynd Platform. All clinicians that utilize the BetterMynd Platform are required to comply with the BetterMynd Terms of Service, as amended from time to time, including, without limitation, the requirement to maintain a professional license to conduct mental health services in the state(s) in which they have secured such rights and privileges and obtain malpractice insurance prior to being permitted to access the BetterMynd Platform. For purposes of this Agreement, all independent clinicians that are permitted to access the BetterMynd Platform shall be referred to as “**Counselors**.”

All teletherapy sessions will be provided via the internet. Students will register and login on BetterMynd's secure website portal and will then be presented with the contact information and upcoming availability for those Counselors who are eligible to provide the teletherapy sessions and are licensed to work in the state in which the student is located. Students will be responsible for choosing the Counselors that they wish to engage with and for selecting and scheduling appointments that are available and convenient.

Students will be responsible for finding a private location for their teletherapy session(s) and for maintaining an internet connection to the BetterMynd Platform to connect with their selected Counselor. The BetterMynd Platform will be responsible for coordinating billing and scheduling on behalf of the Counselor, while all logistics regarding documentation, treatment, and care will be handled by the respective Counselors.

BetterMynd is not a provider of mental health, teletherapy, counseling, or any other professional healthcare services. BetterMynd will neither have nor exercise any control or supervision with respect to any Counselor’s provision of professional healthcare services. Each Counselor will be responsible for and have complete authority, responsibility, supervision, and control over the provision of all professional services, and all treatments, evaluations and other professional services will be provided and performed exclusively by or under the supervision of the Counselor.

All Counselors who are made available to Institution's students through the BetterMynd Platform will be responsible for using their own professional judgment to assess whether a student is fit for teletherapy services and are responsible for following the applicable standard of care in the case that a student is in crisis or may be in danger of harming themselves or others.

□ Wellbeing Workshops

In addition to the services described above, BetterMynd may provide Institution's students with access to Wellbeing Workshops ("**Workshops**"), hosted by Counselors each month on the BetterMynd Platform. These 60-minute group Workshops are psychoeducational in nature and the topics cover a wide range of mental health and wellness issues faced by college students.

□ 24/7 Crisis Hotline

In addition to facilitating access to the services described above, BetterMynd may provide Institution's students with access to a dedicated 24/7/365 Crisis Hotline that enables students to receive immediate crisis intake, assessment, and intervention (as necessary), from a master's level behavioral health clinician 24 hours per day, 7 days per week.

In the event that the student is in an emergency, the crisis clinicians are trained to facilitate a response in conjunction with internal or external resources as necessary. Protocols and procedures for responding to students in an emergency will be based on those established with each Institution during onboarding and in coordination with any on-campus or local partner resources.

□ Telepsychiatry & Medication Management Services

In addition to facilitating access to the services described above, BetterMynd may also provide Institution's students with access to licensed psychiatric providers to diagnose through psychiatric evaluation and treat psychiatric conditions using medication management sessions. BetterMynd is not a provider of psychiatric services. Rather, BetterMynd creates access and manages billing and usage data to support the facilitation of psychiatric care. BetterMynd will neither have nor exercise any control or supervision with respect to any psychiatric provider's provision of professional healthcare services. Each provider will be responsible for and have complete authority, responsibility, supervision, and control over the provision of all professional services, and all treatments, evaluations and other professional services will be provided and performed exclusively by or under the supervision of the provider. Prescribed medications will be obtained by the student through use of a local pharmacy, using the student's health insurance or self-pay, not covered in this agreement. The prescribing partner exercises sole responsibility for compliance with any transactions covered under federal protection laws.

□ Teletherapy for Faculty and Staff ("Teletherapy for F/S" or "F/S")

In addition to the services described above, BetterMynd may provide an online platform that enables faculty and staff to schedule and participate in teletherapy sessions with independent licensed mental health clinicians. In exchange for the payment of the Services Fee (as defined below), the Institution will receive access to, and the services necessary to facilitate, a specified number of teletherapy sessions (the "**Allotted Sessions**") for the duration of the Term to distribute to its faculty and staff. BetterMynd will work with Institution to establish protocols and procedures

for providing faculty and staff with access to these sessions based on Institution's own personal directives (e.g., capping number of Allotted Sessions available to each employee).

Addendum II

Services Fees

Institution shall pay the fees set forth below to BetterMynd (the “**Services Fee**”), in exchange for the Scope of Services selected in Addendum I.

Annual Subscription Fees and Services Fees shall be paid within thirty (30) days after invoicing at the start of each annual Term. Payments can be made electronically, through ACH, or by check to:

BetterMynd, Inc.
Attn: Cody Semrau
1 Seneca Street, 24th Floor
Buffalo, NY 14203

The Services Fees shall be broken down as follows*:

Product(s)	2025	2026	2027
Annual Subscription Fee	\$17,500	\$17,850	\$18,207
Online Counseling Session Credits	1880	1850	1800
Rate per Session Credit	\$95	\$98.80	\$102.75
Online Counseling Subtotal:	\$178,600	\$182,780	\$184,950
Total Services Fee	\$196,100	\$200,630	\$203,157

Description of Costs

Annual Subscription Fee. This payment is intended to compensate BetterMynd for all annual setup and technology costs including, without limitation, developing and maintaining a customized student-portal for Institution, facilitating student access to a national network of licensed mental health counselors, dedicated customer support and account management year-round, as well as real-time administrative reporting.

Teletherapy Sessions Cost. Institution will be provided with the allotted amount of Teletherapy Sessions annually, per the schedule above, to be used by its students, at no cost to the students. Any unused sessions will “rollover” to the following year and will not expire provided the agreement is renewed each year. Notwithstanding the rollover provision, the minimum purchase is 100 sessions per year. Institution may purchase additional teletherapy sessions at the BetterMynd current calendar year’s established rate in bundles of 50 (minimum).

Wellbeing Workshops Cost. Institution’s students will be provided with unlimited access to Wellness Workshops on the BetterMynd Platform, at no cost to the students.

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**Agreement
between
Florida International University Board of Trustees
and
BetterMynd, Inc.**

This agreement (the "Agreement") is between Florida International University Board of Trustees (hereinafter "Institution"), whose principal place of business is 11200 SW 8th Street, Miami, FL 33199, and BetterMynd, Inc. (hereinafter referred to as "BetterMynd") whose principal place of business is 1 Seneca Street, 24th Floor, Buffalo, NY 14203 (each a "Party" and collectively referred to herein as the "Parties").

The purpose of this Agreement is to enter into a service arrangement between Institution and BetterMynd for the provision of online mental health services for students.

BetterMynd is a web-based internet platform, accessible at www.bettermynd.com, that provides a referral network of third-party mental health therapists and additional online counseling resources, increasing accessibility to mental health resources for Institution's student body (hereinafter, the "BetterMynd Platform").

Section I. Scope of Service

Teletherapy Services.

The BetterMynd Platform will provide an online service that enables students to schedule and participate in teletherapy sessions with licensed mental health clinicians. In exchange for the payment of the **Services Fee** (as defined below), the Institution will receive a specified number of teletherapy sessions (the "**Allotted Sessions**") for the duration of the **Term** (defined below), to distribute to its students at no additional cost to the students. Any sessions not used by the end of each Term will roll over to the subsequent Term. BetterMynd will work with Institution to establish protocols and procedures for distributing these sessions to students based on Institution's own personal directives (i.e. capping number of allotted sessions available to each student).

The BetterMynd Platform will be HIPAA compliant and abide by the Family Educational Rights and Privacy Act (FERPA), as well as all other State laws and regulations, to protect and securely store any and all personal health information (PHI) collected through the BetterMynd Platform. BetterMynd will use the PHI only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by Institution.

BetterMynd conducts a thorough application and vetting process for all interested clinicians before they are accepted into BetterMynd's network of counselors. All clinicians on The BetterMynd Platform must have a professional license to conduct mental health services in the state in which they are located, have malpractice insurance, and be experienced working with college-age students. For purposes of this Agreement, clinicians accepted as service providers by BetterMynd shall be referred to as "**Counselors**."

Services will be provided via the internet. Students will register and login on BetterMynd's secure

website portal and will then be presented with the contact information and upcoming availability for those Counselors who are selected for participation and are licensed to work in the state in which the student is located. Students will be responsible for the Counselors they choose to engage with and for selecting and scheduling appointments that are available and convenient.

Students will be responsible for finding a private location for their teletherapy session(s) and for their internet connection to The BetterMynd Platform to connect with their selected Counselor. The BetterMynd Platform will be responsible for billing and scheduling while all logistics regarding documentation and care will be handled by the respective Counselors.

BetterMynd will not be a provider of counseling services. The Counselors who contract with BetterMynd will provide the counseling services. All Counselors who are made available to Institution's students will be responsible for using their own professional judgment to assess whether or not a student is fit for teletherapy services and will follow the established protocol(s) in the case that a student is in crisis or may be in danger of harming themselves or others.

Section II. Term

This Agreement shall become effective October 1, 2022 and remain in effect through September 30, 2025 (the “**Initial Term**”) and shall renew automatically for consecutive one (1) year periods (each a “**Renewal Term**” and each renewal Term collectively with the Initial Term, the “**Term**”) upon the written notice of Institution. Either party may terminate this Agreement during the term of this Agreement upon thirty (30) days prior written notice to the other, solely by reason of a material breach hereunder, and which has not been cured within thirty (30) days of notification to the party in such material breach.

Additionally, in the instance of a material breach, Institution students utilizing BetterMynd's services will be given thirty (30) days' notice of termination to give them adequate time to appropriately terminate the counseling relationship with their Counselors and secure alternative forms of counseling.

Section III. Insurance and Liability

BetterMynd will require that Counselors, at their expense, purchase and maintain professional liability insurance during the period of their relationship with BetterMynd with limits no less than:

- \$1,000,000 - per occurrence (each individual claim)
- \$3,000,000 - aggregate (total amount per policy year)

It is expressly understood and agreed that, in the execution of this Agreement, Institution neither waives nor shall be deemed to have waived any immunity or defense that would otherwise be available under law. In performance of this agreement, BetterMynd shall act in material compliance with all applicable Federal, State, and Local laws, ordinances, and regulations.

Section IV. Compensation

Institution shall pay the **Services Fee** to BetterMynd in exchange for the services to be provided hereunder. The Service Fee shall be broken down as follows:

- **Annual Subscription Fee.** This payment is intended to compensate BetterMynd for all annual setup and technology costs (including developing and maintaining a customized student-portal for Institution), giving your students access to our national network of licensed mental health counselors, dedicated student support year-round, and regular account management and reporting.
- **Standard Pricing.** Current standard pricing per session outlined below.

# Sessions	Per Session Price Year 1	Per Session Price Year 2	Per Session Price Year 3
100 - 299	\$115	\$115	\$115
300 - 499	\$110	\$110	\$110
500 – 999	\$100	\$100	\$100
1,000 +	\$80	\$85	\$90

- **Annual Costs and Allotted Sessions.** Institution will be allotted sessions annually, per the schedule below, to be used by its students, at no cost to the students.

Product(s)	Annual Rate	Year 1	Year 2	Year 3
Annual Subscription*	\$16,000	\$16,000	\$16,640	\$17,306
Counseling Rate per Session	2,000 sessions @ \$80-\$85-\$90 /session	\$160,000	\$170,000	\$180,000
Total Services Fee		\$176,000	\$186,640	\$197,306

4% annual increase on the subscription fee only.

Any unused sessions will “rollover” from one year to the next provided the contract is extended.

Notwithstanding the rollover provision, the minimum annual purchase is 2,000 sessions for the duration of this 3-year agreement.

In the event additional sessions are needed in excess of the Allotted Sessions, FIU may at any time purchase additional teletherapy sessions at the rate of \$90 per session (minimum 50 sessions with each purchase).

The Services Fee shall be paid within thirty (30) days of the start of each annual Term. Payments can be made electronically, through ACH, or by check to:

BetterMynd, Inc.
1 Seneca Street, 24th Floor
Buffalo, NY 14203

Section V. Indemnification

BetterMynd. BetterMynd shall be responsible to and shall fully defend, indemnify, and hold harmless Institution and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of BetterMynd, its officers, employees, agents or licensees in any performance under this Agreement including: (i) personal injury, damage to real or personal tangible property; and (ii) negligence, either active or passive. Institution reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

Institution. Subject to the availability of lawful appropriation and consistent with state laws, Institution shall hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction for its failure to perform its obligations hereunder to the extent attributable to the negligence of Institution, its officers or employees when acting within the course and scope of their employment.

The Parties' obligations under this section shall survive expiration or termination of this agreement.

Section VI. HIPAA Regulations

BetterMynd shall comply with HIPAA Regulations pursuant to 45 C.F.R. parts 160 - 164, Subparts A and E. BetterMynd shall maintain documentation regarding any and all information, in any format, as confidential information.

Section VII. Confidentiality

Definition. "*Confidential Information*" means all information relating to a Party's products, services, technical information, marketing plans, customers, financial data, proprietary information, transactions, computer programs, source code, object code, customer or potential customer names, methods of doing business, proprietary processes, ideas, inventions, (whether patentable or not), client and product development plans, forecasts, strategies and information, that is disclosed to a Party (the "*Receiving Party*") by the other Party (the "*Disclosing Party*") in any manner.

During the Term of this Agreement, and for one (1) year after the termination or expiration of this Agreement, each Party will (a) hold the confidential information of the other Party in strict trust and confidence, (b) refrain from using or permitting others to use such Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, (c) refrain from disclosing or permitting others to disclose any such Confidential Information to any third party without obtaining the Disclosing Party's express prior written consent on a case-by-case basis, and (d) limit access to the Confidential Information to employees or agents of the Receiving Party who have a reasonable need to have such access in connection with the performance of the Services.

Exceptions. The obligations set forth in this Section VII will not apply with respect to any particular information that: (i) the Receiving Party lawfully knew prior to the Disclosing Party's first disclosure to the Receiving Party, (ii) a third party rightfully disclosed to the Receiving Party free of any confidentiality duties or obligations, (iii) is, or through no fault of the Receiving Party has become, generally available to the public, or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Additionally, the Receiving Party will be permitted to disclose Confidential Information to the extent that such disclosure is expressly approved in writing by the Disclosing Party, or is required by Law or court order, provided that the Receiving Party immediately notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court. For avoidance of doubt, the contents of this Agreement constitute the Confidential Information of both Parties.

Section VIII. No Other Warranties; Cap on Damages; No Consequential Damages

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE HEREIN, BETTERMYND MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE BETTERMYND PLATFORM OR THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

BETTERMYND'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BETTERMYND PURSUANT TO THIS AGREEMENT IN THE TWLEVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY HERETO FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

Section IX. Ownership

The Parties acknowledge and agree that BetterMynd is, and at all times shall remain, the sole and exclusive owner of The BetterMynd Platform; and Institution shall accrue no ownership or right of use pertaining to the BetterMynd Platform or any products or services provided by BetterMynd hereunder by virtue of entering into this Agreement.

Section X. Miscellaneous Provisions

Independent Contractors: The Parties are independent contractors and not partners, joint venturers, nor principles or agents. Neither Party shall have or hold itself out as having the power or authority

to bind or create liability for the other Party by its negligent or intentional act or omission.

No Third-Party Beneficiaries. This Agreement is not intended to benefit any third party nor shall any person or entity who is not a Party hereto be entitled to enforce any of the rights or obligations of a Party under this Agreement.

Assignment. This Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by either Party without the other Party's express prior written consent, which shall not be unreasonably conditioned, withheld, or delayed; *provided, however*, BetterMynd shall have the right to assign this Agreement to any successor in interest to BetterMynd in connection with any merger, consolidation, or sale of control BetterMynd or all or substantially all of BetterMynd's assets.

Data Security: BetterMynd agrees at all times to maintain network security which at a minimum, includes network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Further, BetterMynd agrees to maintain network security that conforms to generally recognized "Industry Standards" and best practices that BetterMynd applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see <http://www.cisecurity.org>).

Software Accessibility: BetterMynd understands that the Institution is required to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. BetterMynd warrants that program provided under the scope of this agreement has been tested and meets commonly agreed upon web accessibility standards, including but not limited to, Web Content Accessibility Guideline (WCAG) 2.1 and Section 508 of the Rehabilitation Act of 1973. BetterMynd understands that it is solely responsible for ensuring that BetterMynd meets these standards and agrees to address any accessibility concerns within ten (10) business days upon notification from Institution. Upon request, BetterMynd, Inc. agrees to provide a Voluntary Product Accessibility 2.0 Template (VPAT) to document its compliance.

Amendment; Entire Agreement: No amendment or modification to the Agreement shall be effective unless approved by both Parties in a signed writing that specifically identifies and expressly states that it is intended to serve as an amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to subject matter and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations or communications whether written or oral, relating thereto.

Severability: If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials duly authorized.

The attached Supplemental Addendum is hereby incorporated by reference.

^{DS}
CS ^{DS}
KM

Florida International University Board of Trustees

BetterMynd, Inc.

DocuSigned by:
Kelly Mayorga
362680468543411...

DocuSigned by:
Cody Semrau
643680804764D1...

Name: Kelly Mayorga

Name: Cody Semrau

Title: Executive Director of Procurement Services

Title: Founder & CEO

Date: 9/9/2022

Date: 9/9/2022

1. **Incorporation by Reference.** The Florida International University Board of Trustees ("FIU") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the agreement between FIU and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. **Payment.** Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit; invoice requirements are available on FIU's Office of the Controller's Payment Services [website](#). FIU shall make payment in accordance with [FIU-2202 – Prompt Payment](#). If FIU does not issue payment within forty (40) days of receipt of a proper invoice, FIU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S., if the interest exceeds one dollar. Vendors experiencing payment problems may contact Accounts Payable at (305) 348-3889. FIU's performance and obligation to pay is contingent upon the legislature's annual appropriation; FIU will give notice to Vendor of the non-availability of funds when FIU has knowledge thereof. FIU will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. FIU may require Vendor to accept payments via FIU's EFT/ACH payment process. If Vendor is making any payment to FIU, Vendor shall pay timely and not offset any amounts. FIU shall not make any deposits or prepay any amounts; any deposits are refundable.

3. **Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor's obligations.

4. **Information.** Vendor acknowledges that all documents, materials and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are and shall remain at all times proprietary and the sole property of FIU. Vendor shall not disclose Information to third parties unless it obtains FIU's prior written consent. All Information shall be stored in the United States or other jurisdictions approved by FIU in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of FIU. Vendor acknowledges and agrees that it is responsible for the security of all Information in its possession. Vendor represents and warrants that for the life of the Agreement and/or while Vendor is involved with Information, the software and services used for processing the Information shall be compliant with current regulatory standards. Vendor shall, upon written request, furnish proof of compliance within 10 business days of the request. Vendor will inform FIU's Chief Information Security Officer within 24 hours if it has knowledge of, or can reasonably expect that, a security breach of Information has occurred. Vendor shall provide appropriate level of detail regarding the breach including, but not limited to, start and end dates, system(s) impacted, estimated number of users impacted, and remediation plans and timeline. Vendor, upon termination of the Agreement, it shall erase, destroy, and render un-readable 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 Agreement or within seven (7) days of the request of an agent of FIU, whichever shall come first.

5. **Public Records.** FIU is subject to Chapter 119 of Florida Statutes, the Florida Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FIU may respond to public records requests without providing Vendor any notice. FIU may unilaterally cancel the Agreement for Vendor's refusal to allow public access to public records related to the Agreement. Additionally, Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, OR BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

6. **Indemnity.** Vendor will indemnify, defend and hold harmless FIU, the FIU Board of Trustees, the State of Florida, the Florida Board of Governors, 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: (i) the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or subcontractors in connection with or related to (a) Vendor's operations, activities, business and/or services or (b) Vendor's occupancy or use of the FIU premises; or (ii) that Vendor's products and/or services (collectively, the IP") infringes upon or violates any proprietary right of any third party. FIU will provide reasonable co-operation in the defense of the suit at Vendor's expense. Vendor's indemnification obligations shall not be limited by any limitation of liability outlined in the Agreement. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by FIU, and then such indemnification is limited to the express terms of §768.28, F.S.**

7. **Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term:

a. **Permits:** have all applicable permits, licenses, consents, and approvals necessary;

b. **General:** comply with all applicable federal, state, local and FIU laws, rules, regulations, and ordinances and all other governmental requirements;

c. **Privacy:** comply with all applicable state and federal laws and FIU policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as 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, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents required in regards to its collection and/or receipt of any such information. In the event that FIU will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, FIU and Vendor enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor;

d. **Federal Funds.** If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Vendor agrees to comply with the terms contained in FIU's **Federally Funded Projects Addendum**, found at <https://generalcounsel.fiu.edu/contract-forms/>, herein incorporated by this reference; and

e. **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.

8. **General Provisions.**

a. **Warranties.** Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

b. **Publicity.** Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU's name, trademarks, logos or marks, without the prior written approval from FIU's External Relations department in each instance.

c. **Insurance.** FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU. Any provision requiring FIU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and name FIU as additional insured and be primary and non-contributory on Vendor's policies (except for workers' compensation & professional liability). All policies shall be in a form and with deductible limits reasonably satisfactory to FIU, with insurance companies reasonably approved by FIU and authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with FIU prior to the

date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving FIU thirty (30) days' written notice prior to the effective date of cancellation. Timely renewal certificates will be provided to FIU as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against FIU for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request by FIU. If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the expiration or termination of the Agreement. The insurance shall have a retroactive date of placement by the effective date of the Agreement. If the coverage is canceled or non-renewed and not replaced with another similar claims-made policy form, the Vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the expiration or termination of the Agreement.

d. **Third Parties.** FIU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiary to the Agreement.

e. **Governing Law.** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity.

f. **Travel Expenses.** If FIU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and [FIU Policy 1110.060 – Travel: University Travel Expense Policy](#). FIU reserves the right not to pay travel expenses unless FIU approves such expenses in advance, in writing. FIU has the right to make travel arrangements for Vendor.

g. **Lobbying.** Vendor is prohibited from using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

h. **Conflicts.** Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with FIU unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. **Termination.** Upon giving at least thirty (30) days' written notice to Vendor, FIU may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FIU shall not be liable for any early termination charges.

j. **Records.** Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. FIU or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. **PCI-DSS:** as may be applicable, deliver all services in full compliance with the most recent version of the Payment Card Industry Data Security Standard (PCI-DSS) in effect at the time of service delivery. Vendor will treat all FIU provided infrastructure and resources as public and non-secure, regardless of measures FIU may choose to put in place. Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to FIU that Vendor is continuously operating in full compliance with PCI-DSS and is not relying on FIU for any aspect of that compliance. If Vendor loses any required certification or the certification lapses, Vendor shall immediately notify FIU, and FIU will have an option to terminate this contract and receive a refund for un-rendered services.

l. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by due to conditions beyond its reasonable control including but not limited to: an act of war, hostile foreign action, labor strike, epidemics, pandemics, quarantines, national or regional emergency, public health emergency, changes in laws and governmental policies, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of

force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

m. **Section 889 Compliance Certification.** Vendor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).

n. **Deletion.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) Restrictions on the hiring of Vendor'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 Agreement; (f) Limitation of time to bring suit; (g) Limitation of Vendor's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by FIU.

o. **Assignment.** Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of FIU, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

9. **No counterparts; Signatures.** The Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if/when a party's signature is delivered by facsimile 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.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: BetterMynd, Inc.

By: 
Name: Cody Semrau
Title: President/CEO
Date: 9/9/2022

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.

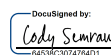
9. Assistance in Proceedings. Vendor shall make itself and any employees, subcontractors, or agents assisting Vendor in the performance of its obligations under the Agreement available to FIU at no cost to FIU to testify as witnesses in the event of an unauthorized disclosure caused by Vendor that results 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.

VENDOR: BetterMynd, Inc.

By:


Cody Semrau

Name:

Cody Semrau

Title:

President/CEO

Date:

9/9/2022

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: BetterMynd, Inc. PUR-05829 Amendment #1 for access to online mental health services for students.

Funding Source(s):

Fund Code	Fund Code Description
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.

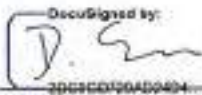
Signed by:

BT0629CFF7AD497

Charles Andrews, Vice President Student Affairs

8/25/2025

Date

DocuSigned by:

20C3C0726AD9494

David H. Snider, Interim Chief Financial Officer
and Senior Vice President

9/4/2025

Date

DocuSigned by:

1E5C8E2FE1854F5

Carlos B. Castillo, General Counsel

8/5/2025

Date


Jeanette M. Nuñez, University President

9/10/25

Date

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September 18, 2025

Subject: Approval of Contracts greater than \$3M:

1. *Additional funds and one (1) extension of Contract #PUR-02645, Supplier: CDW Government, LLC*
2. *Contract #PUR-10020, Supplier: Agilent Technologies Inc.*
3. *Contract #PUR-10582, Supplier: Honorlock, Inc.*

Proposed 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, Florida International University Board of Trustees (i) approval, as listed and described below, the University entering into the contracts and purchase orders and/or change orders to the purchase orders ("Contracts") and (ii) authorization for the University President or her designee to execute, on behalf of the University, the aforementioned Contracts and any future option, renewal, extension, or amendment to a Contract and provide after the fact notice to the Finance and Facilities Committee, so long as the additional expenditure does not increase the amount of the transaction more than 10% of the approved value.

Background Information:

1. Contract PUR-02645 with CDW Government, LLC. FIU is utilizing Master Agreement CNR 01439 awarded to CDW as a result of Request for Proposal RFP Number 683385 solicited by Educational and Institutional Cooperative Services (E&I). The piggyback agreement is for computer equipment and related hardware, software, services and support. This agreement was approved by the FIU Board of Trustees (BOT) on December 5, 2019 with an anticipated total cost of \$60,000,000.00. Spend to date is \$56,979,953.57. Procurement is requesting an additional \$40,500,000.00 to cover the remaining term of the contract ending July 30, 2027 and a one-year extension term ending July 30, 2028.

- **Procurement Method:** Piggyback Agreement
 - **Initial Term:** February 6, 2020 – July 30, 2027
 - **Extension Term:** July 31, 2027 – July 30, 2028
 - **Total Cost:** \$100,500,000.00 (\$60,000,000.00 previously approved by BOT plus an additional \$40,500,000.00 to cover the remaining terms based on historical spend.)
 - **Funding Source:** Various
-

Supporting Documentation: Contract Summary Sheet
Extension Agreement PUR-02645
E&I Contract CNR01439 & Amendment 6
Fully Executed Piggyback Agreement PUR-02645 (*Available upon request*)
Funding Certification Form

2. Contract PUR-10020 with Agilent Technologies Inc. This agreement was awarded as a result of University of Florida competitive solicitation FY24-ITN-018 Specialty Lab Supplies, Equipment and Services. Agilent provided FIU with a letter confirming we are piggybacking the same pricing structure and terms outlined in UF's contract. A formal piggyback cover agreement was not required by either party.

Agilent is a global leader in life sciences, diagnostics and applied chemical markets. The company provides laboratories worldwide with instruments, services, consumables, applications and expertise.

- **Procurement Method:** Piggyback
- **Term of Contract:** Five (5) years with the option to renew for two (2) five (5) year periods.
- **Initial Term:** December 4, 2024 – August 30, 2029 (Note: FIU's effective date is March 10, 2025)
- **Renewal Term:** Two five-year renewal periods
- **Cost:** \$10,802,174.05 based on historical average spend (FY2023-25) and estimated spend for remaining term plus renewals.
- **Funding Source:** Various

Supporting Documentation: Contract Summary Sheet
University of Florida Memorandum of Understanding and Price Sheet
Letter from Agilent
Funding Certification Form

3. Contract PUR-10582 with Honorlock, Inc. This contract is being requested by Academic Affairs/FIU Online. Approval is requested to enter into a three (3)-year agreement with Honorlock, Inc. for the provision of virtual proctoring services. The proposed contract provides University-wide access to Honorlock's services under a Full-Time Equivalent (FTE) pricing model. The services will be procured via a piggyback on the existing Master Services Agreement between Honorlock and

Florida State University (FSU), acting on behalf of Florida Virtual Campus (FLVC), awarded through Competitive Solicitation ITN-6619-6. This agreement will replace FIU's existing contract PUR-07777, which is set to expire on March 29, 2026.

- **Procurement Method:** Piggyback agreement
- **Term:** January 1, 2026 – December 31, 2028 (three (3) years)
- **Cost:** \$3,046,082.34
 - **Year 1:** \$1,015,360.78
 - **Year 2:** \$1,015,360.78
 - **Year 3:** \$1,015,360.78
- **Funding Sources:** Various

Supporting Documentation: Contract Summary Page
FIU Order Form PUR-10582
Honorlock and FSU/FLVC MSA (*Available upon request*)
Funding Certification Form

Facilitator/Presenter: David H. Snider

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Contract PUR-02645 with CDW Government LLC

Supplier

CDW Government LLC
65 Fairchild Street, Charleston, SC 29492

Supplier Contact

James Hillebrand
jamehil@cdwg.com

Term of Contract

Effective February 6, 2020, through July 30, 2027

Renewal Options

Per Amendment 6 of E&I Contract CNR01439, a one-year extension is available to exercise.
Extension Term: New expiration date of the agreement will be July 30, 2028

General Scope of Work

Computer Equipment and Related Hardware, Software, Services and Support. Purchases go through the CDW-G catalog in myFIUmarket.

Pricing

Exhibit IV, see excerpt from piggyback agreement PUR 02645

Insurance Requirement

NA

Termination

Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) upon three hundred sixty five (365) calendar days prior written notice to the Supplier.

Termination and Termination for Default

E&I will notify the Supplier, in writing, of any actual breach of this Agreement. Should the Supplier fail to cure such breach within thirty (30) calendar days of notice, to the reasonable satisfaction of E&I, E&I shall then have the right to terminate this Agreement at the end of the thirty (30) day period. If, at the end of the thirty (30) day period, the breach is not capable of being cured, E&I may immediately terminate this Agreement. A written notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required shall not constitute a waiver of termination rights in any other instance.

An order by a Member may be cancelled due to non-appropriation of funds.

Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of

termination, as directed in the termination notice and E&I or Member agrees to pay such invoice related to this performance.

Department Contact Information

Division of IT

Lucy Adames

Phone: 305-348-8014

Email: adamesl@fiu.edu

Purchasing Contact

Name: Yakov Zade

Phone: 305-348-4320

Email: ypinasza@fiu.edu

Exhibit IV - Pricing

Supplier shall offer to E&I Member Institution, the pricing below, which is based upon a discount from Supplier advertised price, publicly verifiable at www.edwg.com.

Price Match Policy. Upon written notice to Supplier, Supplier shall make commercially reasonable efforts to match any documented competitive price, quoted to FIU by similarly sized resellers, for Products listed in the Contract, for the entire term of the Contract, provided that such Products are not custom orders, have the same manufacturer product number (SKU), and are quoted to FIU in the same or higher quantity. Examples of satisfactory evidence of competitive price from FIU would be, competitive price quotes no older than thirty (30) calendar days or other documentation relative to the pricing received to ensure Supplier is able to quote the same product, quantity, etc.

Supplier Catalog			
Category Code	Manufacturer	Product Category Description	Discount off Supplier Advertised Price
A	All	Accessories	18.00%
B	All	Power, Cooling, & Racks	7.50%
B	APC	Power, Cooling & Racks	9.00%
B	Tripp Lite (TRI)	Power, Cooling & Racks	9.00%
B/BA	All	UPS/Battery Backup	10.00%
B/BA	APC	UPS/Battery Backup	12.00%
B/BA	Tripp Lite (TRI)	UPS/Battery Backup	12.00%
R/PD	All	Surge Suppressors	15.00%
C	All Other	Desktop Computers	4.25%
C/CE	All	Computer Cases	13.00%
C/PC	All	Desktop Memory Upgrades	13.00%
C/TC	All	Thin Clients	6.00%
C/WO	All	Workstations/ PC Compatible Workstations	5.00%
C/WO	HPE (CPQ)	Workstations/ PC Compatible Workstations	7.00%
C/WO	Lenovo (LVP)	Workstations/ PC Compatible Workstations	9.00%
D	All	Data Storage/Drives	9.00%
D/FL	All	Flash Memory	13.00%
D/TN	All	Consumer SSD	13.00%

Exhibit IV – Pricing (Continued)

Category Code	Manufacturer	Product Category Description	Discount off Supplier Advertised Price
E	All	Enterprise Storage	7.50%
E	HPE	Enterprise Storage	9.50%
R/DY/CML	All	Drive Arrays/ Cache Memory	13.00%
E/ES	All	Enterprise SSD	6.00%
F	All	Point of Sale/Data Capture	7.00%
F/PR	All	Wireless Communication Devices	8.50%
H	All	Servers & Server Management	7.50%
H	HPE	Servers & Server Management	7.00%
H/BC/MCH	All	Server Accessories/Motherboards	13.00%
H/MC	All	Server Accessories/CPUs/Fans	13.00%
H/SQ	All	Server Memory Upgrades	13.00%
L	All Other	Notebook/Mobile Devices	4.50%
L	Lenovo (LVP)	Notebook/Mobile Devices	6.00%
L/LM	All	Notebook Memory Upgrades	13.00%
L/NB	All	Notebook Computers	4.25%
L/NB	HPI (CPQ)	Notebook Computers	4.00%
L/RD	All	Convertible PCs/Slate PCs/iPAD	4.25%
L/RD	HPI (CPQ)	Convertible PCs/Slate PCs/iPAD	5.50%
L/RD	Lenovo (LVP)	Convertible PCs/Slate PCs/iPAD	7.50%
L/RD	Microsoft	Convertible PCs/Slate PCs/iPAD	5.50%
J	All	Services (CDW Delivered)	4.50%
N	All	NetComm Products	9.00%
N	HPE	NetComm Products	11.00%
N/NT	All	Network Memory Device	13.00%

Category Code	Manufacturer	Product Category Description	Discount off Supplier Advertised Price
O	All	Carts & Office Equipment	9.00%
P	All	Printing & Document Scanning	6.00%
P/LP	All	Single Function	6.00%
P/LP	HPI	Single Function	7.00%
P/PA	All	Printer Accessories	14.00%
P/PM	All	Printer Memory Upgrades	13.00%
P/PU	All	Printer Supplies	10.00%
P/PU	HPI	Printer Supplies	10.00%
Q	All	Services (Partner Delivered)	4.50%
Q	HPE	Services (Partner Delivered)	7.00%
Q	HPI (CPQ)	Services (Partner Delivered)	5.00%
Q	Lenovo (LVO)	Services (Partner Delivered)	7.00%
Q/WA	All	Warranties	9.00%
S	All	Software	7.50%
S	VMWare (VMM)	Software	5.00%
T	All	Collaboration Hardware	18.50%
U*	All	Memory/System Components	13.00%
V	All Other	Video-Projection-Pro Audio	9.50%
V/PZ	All	Digital Signage Displays	8.50%
V/VL	All	Computer Displays	3.00%
V/VL	HPI (CPQ)	Computer Displays	3.50%
W	All	Cables	27.00%
W	All	Books/DVD Movies	9.00%
All	Apple	All	0.50%

* Category U dissolved; items moved to blue lines throughout product categories
 Categories in Purple additional discounts for Florida International University

Supplier will provide FIU with a discount as a percentage off of Supplier's advertised price for the Supplier-defined Product Categories listed above, provided that FIU references this agreement when placing an order with Supplier. Supplier's advertised price is available on Supplier's web site at CDWG.com.

Free Lowest ground freight shipping option on all orders when referencing this Agreement. Prices include free lowest ground freight within the 48 contiguous United States. Any expedited shipping will be paid for by the member.

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Amendment dated as of August 6, 2025
To the terms and conditions of E&I Enhanced Member Program (E&I Master Agreement CNR01439)
Dated as of February 6, 2020 (the "Agreement")
Between CDW Government LLC ("Supplier")
And the Florida International University Board of Trustees ("E&I Member Institution")

The terms and conditions of this Amendment shall be incorporated into the Agreement and supersedes the Agreement to the extent expressly provided herein. Each capitalized term used herein and not otherwise defined shall have the same meaning attributed to it in the Agreement.

The below terms and conditions of the Agreement are hereby modified:

1. Term

Under the terms of the original agreement, CDW Government LLC and the Florida International University Board of Trustees agree to extend the same terms and conditions to be concurrent with the term of the Master Agreement unless otherwise terminated as provided herein.

Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives, except as may have previously been amended, remain the same.

CDW Government LLC

The Florida International University Board of Trustees

By: _____
(Authorized signature)

By: _____
(Authorized Signature)

Printed Name

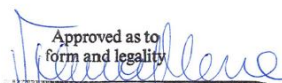
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to
form and legality

F.I.U. Attorney

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**AMENDMENT NUMBER 6
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND CDW GOVERNMENT LLC (HARDWARE)**

This **AMENDMENT NUMBER 6** (“Amendment”) is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and **CDW GOVERNMENT LLC (HARDWARE), 230 N. Milwaukee Ave., Vernon Hills, IL 60061** (“Supplier”).

WHEREAS, E&I and Supplier are Parties to an Agreement for Computer Equipment & Related Hardware, Software, Services and Support dated August 01, 2017 (“Agreement”); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to extend the Agreement for one (1) year. The new expiration date of the Agreement is July 31, 2028.
2. Effective July 1, 2025, the cloud storage and productivity services, along with the member rebates and discounts offered under E&I Agreement CNR01402, shall be transitioned to, and covered under E&I Agreement CNR01439. Attachment A-1 Pricing has been deleted and replaced with updated Attachment A-1 Pricing 2025-07-01, attached herein and incorporated herein.
3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both Parties.
4. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[signature page to follow]



AMENDMENT NUMBER 6
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND CDW GOVERNMENT LLC (HARDWARE)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of June 1, 2025.

CDW Government LLC (Hardware)

Company



Signature

Dario Bertocchi

Name

Vice President, Contracting Operations

Title

5/15/2025

Date

E&I Cooperative Services, Inc.

Company



Signature

Michael Mast

Name

Vice President, Category Management

Title

5/15/2025

Date



Signature

Colin Anderson

Name

Vice President, Strategy

Title

5/16/2025

Date

Attachment A-1 – Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Manufacturer's Suggested Retail Price ("MSRP") as indicated for the categories and manufacturers listed below. NAP is available on Supplier's website at www.cdwg.com. MSRP can be found on manufacturers' websites. Supplier is not responsible for the accuracy of the MSRP and will to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Notebook/Mobile Devices (exclude Notebooks, includes Notebook Accessories) - Lot 1	A\LA*	NAP	4.50%
Power, Cooling, & Rack - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Computer Cases - Lot 1	C\CE	NAP	9.00%
Desktop Memory Upgrades - Lot 1	C\PC	NAP	9.00%
PC Compatible Workstations - Lot 1	C\WO	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Flash Memory - Lot 1	D\FL	NAP	9.00%
Consumer SSD - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Drive Arrays/Cache Memory - Lot 1	E\DY\CME	NAP	9.00%
Enterprise SSD	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Server Accessories/Motherboards - Lot 1	H\EC\MOB	NAP	9.00%
Server Accessories/CPUs/Fans - Lot 1	H\MC	NAP	9.00%
Server Memory Upgrades - Lot 1	H\SQ	NAP	9.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
PowerBook Memory Modules - Lot 1	L\LM	NAP	9.00%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablets (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
NetComm Products - Lot 4	N	NAP	9.00%
Network Device Memory - Lot 1	N\NT	NAP	9.00%
Carts and Furniture - Lot 1	O	NAP	9.00%
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Memory Upgrades - Lot 1	P\PM	NAP	9.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%

Category	Supplier Category Code	Price List	Discount
Printer Supplies (excluding toner)	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Collaboration Hardware - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		Refer to Attachment A-2	
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)	S\NU	NAP	3.00%
HP Enterprise (Networking Software)	S\NU	NAP	3.00%
HP Enterprise (Networking Optimization & Acceleration)	N\WI	NAP	11.00%
HP Enterprise (Optical Networking)	N\NE	NAP	11.00%
HP Enterprise (Routers)	N\NR	NAP	11.00%
HP Enterprise (Security)	S\NU	NAP	3.00%
HP Enterprise (Storage Networking)	E\SN	NAP	7.50%
HP Enterprise (Switches)	N\MW	NAP	11.00%
HP Enterprise (Wireless)	N\WI	NAP	11.00%
HP Enterprise (Unified Communications)	S\TE	NAP	3.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\WO***	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP**) - Lot 1	C\WO***	NAP	9.00%
Lenovo (Notebook Computers - Mfg Code LVO**) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs - Mfg Code LVO**) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVO**) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Convertible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)	T	NAP	9.00%

Attachment A
Updated July 1, 2025

Category	Supplier Category Code	Price List	Discount
Palo Alto Networks (Miscellaneous)	W	NAP	15.00%
Palo Alto Networks (Education)	Q	NAP	3.00%
Palo Alto Networks (Subscription)	S	NAP	3.00%
Palo Alto Networks (Support)	J	NAP	1.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software – Mfr. Code VMM) - Lot 3	S	NAP	5.00%
***Supplier category code changed from C\DT to C\WO			
**Mfg Code LVP corrected to LVO			
**Mfg Brocade offer removed; Brocade bought by Broadcom Ltd.			
*Supplier category code L\LA moved to A\LA			
GENERAL NOTES: Supplier category code Client Configure-to-Order moved from C\DT\BTO to new Supplier category code R\BO\BTO			
All rows in BLUE above are new introductions of more granular Supplier category codes with discounts at or more aggressive than parent Supplier category code			

Relevant Terms

Refer to Attachment B, Section I for relevant Terms



Master Agreement CNR01439
CDW Government LLC

Attachment A
Updated July 1, 2025

Attachment A-2 - Apple Products and Services (for Higher Education members only)

Supplier will provide Members with prices at a discount of 0.5% off Supplier's Nationally Advertised Price ("NAP") or Education List Price ("ELP"), where available. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP. Supplier will exercise all commercially reasonable efforts to access the manufacturer website on Supplier working Monday of each calendar week to obtain the most current ELP. If successful, Supplier will recalculate, and update pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates.



Master Agreement CNR01439
CDW Government LLC

Attachment A
Updated July 1, 2025

Attachment A-3 – Configuration Services

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Attachment A-4 – Professional Services

CDWG Professional Services means Professional, field or consulting services, as more fully described in a mutually executed SOW (Attachment C), performed directly by CDWG and/or subcontractors. Hourly or fixed rates will be negotiated based on the Member, role, geography, and scope (solution domain, discipline, and competencies) of the services engagement to perform the service. CDWG will create a SOW detailing the exact scoping and pricing of the Professional Services to be provided, which will be executed by CDWG and the Member prior to the start of engagement. Expenses (T&E) may be an additional consideration depending on project specifics.

Attachment A-5 - Cloud Services Pricing

<u>Cloud Service Provider*</u>	<u>Discount off MSRP</u>
Acronis	18%
AWS	0%
DropBox	20%
Egnyte	15%
Nasuni	13%
OneLogin	30%
SyncPlicity	15%
UniTrends	13%
All Other	3% off Supplier's Advertised Price

** Certain Cloud Service Providers require additional terms and conditions be accepted solely for Member's use of their Cloud Services, including but not limited to, AWS, Barracuda, BOX.com, Carbon Black, Crowdstrike, Cylance, Druva, Nasuni, Proofpoint, Okta, Splunk Cloud, zScaler. Supplier will require Member to execute Cloud Service Provider's End User License Agreement ("EULA") prior to the enablement of the Cloud Services.*

Supplier will act as a re-biller only for all cloud sales. Accordingly, before purchasing cloud services, member institutions will (i) enter into an agreement with the third-party cloud provider to govern cloud purchases; and (ii) sign Supplier's standard Cloud Service Order form (Attachment C).

Relevant Terms

Member Rebates

Participating members will receive an annual rebate based on purchases made under this Agreement for Cloud Services. Supplier shall submit the rebate amount and supporting report of sales by member to E&I no later than ninety (90) days after end of calendar year. E&I shall allocate the rebate back to respective members for their use of the Agreement as follows:

<u>Annual Member Purchases</u>	<u>Rebate Percentage</u>
\$250,000 - \$1,000,000	0.50%
\$1,000,001 - \$3,000,000	0.75%
\$3,000,001 +	1.00%

A. Invoices and Payment

Payment terms are Net 30, unless superseded by member's state statutes. Invoices shall be directed to the appropriate location(s) specified by member. The member placing the order with Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced directly by Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

B. Receipt of Product and/or Service

Normal delivery of orders must be accomplished at established times as set by the member. Selection of a carrier for shipment will be Supplier's option unless otherwise specified by member. Supplier shall maintain records evidencing the delivery of goods and upon request by member provide such proof of delivery.

Attachment A
Updated July 1, 2025

Title and risk of loss shall pass to the member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and/or installation. The products furnished shall be delivered **F.O.B. Destination, Full Freight Allowed** (Supplier pays freight).

C. Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of Supplier or a subcontractor cause visible damage to the facilities during transport, Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

D. Returns - Defective and Non-Conforming Products or Services

For cloud based solutions, third party cloud provider's return policy shall apply. For hardware products, return requests shall be submitted to Supplier and are governed by Supplier's return policy available at http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf.

No returns of any type will be accepted by Supplier unless accompanied by a unique RMA number. Members have five (5) days to return a product after the applicable RMA is issued. Supplier reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving products that are unaccompanied by valid RMA's.

E. Warranty and Product Condition of Sale

For third party cloud providers, the manufacturer's standard warranty shall apply. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Supplier certifies and warrants that all products sold to members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

F. Minimum Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

G. New and Discontinued Products/Services

The percentage discounts for new products/services shall be equal to the pricing structure herein.

H. No Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member.

I. Replacement Parts

The percentage discounts for replacement parts shall be equal to the pricing structure herein.

J. Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member.

K. Order Fulfillment, Distribution and Installation Agreements

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.



L. Storage

If applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.

M. Samples

If requested, Supplier shall provide samples of products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.

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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: Approval of additional cost and one (1) year extension for previously approved Piggyback Agreement PUR-02645, vendor CDW Government LLC.

Funding Source(s):

Fund Code	Fund Code Description
210	General Revenue
211	Carry Forward
215	E&G Cost Share
240	E&G Medical School
241	COM - Carry Forward
331	Auxiliary Enterprises
333	Housing Fund
334	Parking Fund
335	Continuing Education
350	Research Service Centers
360	Fee Recovery
411	Athletics
451	Student Government (A&S)
452	A&S Support
453	Technology Fee
501	Other Unrestricted Fund
601	College of Medicine
602	Other Restricted Fund
604	Transfers from Component Units
641	CstShr/Internal/Interest Lvl4
651	Sponsored Research Miscellaneous
652	Sponsored Research Overhead
653	DoR Research Level 1 Rev 0
654	DoR Research Rev 0 Unrestrict
655	DoR Research BudP Unrestrict
660	Federal Level 3
661	Federal Level 4

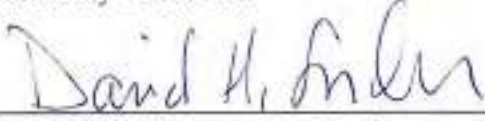
662	State Level 3
663	State Level 4
664	Other Level 3
665	Other Level 4
710	Capital Facilities Matching
733	Housing Capital Projects
734	Parking Capital Projects
739	Auxiliary & Other Cap Projects

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.

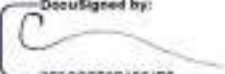
DecuSigned by:

 D3EC6502E0B46E4
 Alexandra Mirabal, Associate Vice President and University Controller

8/19/2025
 Date


 David H. Snider, Interim Chief Financial Officer and Senior Vice President

8/29/25
 Date

DecuSigned by:

 75C086F5E1854F8
 Carlos B. Castillo, General Counsel

9/8/2025
 Date


 Jeanette M. Nuñez, University President

9/10/25
 Date

**Contract PUR-10020 Agilent Technologies Inc for Specialty Lab Supplies, Equipment and Services
Piggyback Agreement – University of Florida FY24-ITN-018**

Supplier

Agilent Technologies Inc
9780 S Meridian Blvd Phone: 302-633-8374
Englewood, CO 80112

Supplier Contact

Tasia Nabors
Email: tasia.nabors@agilent.com

Term of Contract

December 4, 2024 - August 30, 2029. Note: FIU's effective date is March 10, 2025.

Renewal Options

Two (2) additional five-year renewal periods.

General Scope of Work

Specialty lab supplies, equipment and services available through the myFIUmarket catalog. Agilent is a global leader in life sciences, diagnostics and applied chemical markets. The company provides laboratories worldwide with instruments, services, consumables, applications and expertise.

Pricing

The pricing offered by the vendor as a response to FY24-ITN-018 will remain in place for a calendar year from the date of award. The vendor does not agree to a fixed list price, however, they will provide a fixed discount. The vendor will give 30 days notice of price increases. List prices may increase or decrease. Price sheet per the solicitation document is attached.

Insurance Requirement

Contractor shall, at minimum, have and maintain the types and amounts of insurance outlined in the Solicitation.

Termination

Either party may terminate this Agreement without cause following 60 days prior written notice to the other party. In the event of termination under this provision, the successful Vendor shall be entitled to receive just an equitable compensation for work in progress, work completed and materials accepted and all orders processed (written order confirmation issued) before the effective date of termination.

Purchasing Contact

Cheryl Cobb
Phone: 305-348-6897
Email: cobbcc@fiu.edu

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**University of Florida
Memorandum of Understand (MOU)
Agilent Technologies, Inc**

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University" or "UF") and Agilent Technologies, Inc. ("Agilent Technologies, Inc" or "Vendor") surrounding our enhanced partnership for the provision of Specialty Lab Supplies, Equipment and Services FY24-ITN-018. The MOU outlines the agreement for all adopting entities.

I. General Terms	Agilent Agrees	UF Agrees
A. Agreement Length: 5 years with two (2) five-year options to extend.	Yes	Yes
B. Effective Date: Upon execution of this agreement with an expiration date of 8/30/2029.	Yes	Yes
C. Termination for Cause: Either party may terminate this Agreement without cause following 60 days prior written notice to the other party. In the event of termination under this provision, the successful Vendor shall be entitled to receive just an equitable compensation for work in progress, work completed and materials accepted and all orders processed (written order confirmation issued) before the effective date of termination.	Yes	Yes
D. Eligible Entities: The terms and conditions of this agreement will apply to the following affiliated entities: Florida State University, Florida Atlantic University, Florida International University, University of Central Florida, University of West Florida, University of South Florida, Florida Agricultural and Mechanical University, Florida Polytechnic University, University of North Florida and Florida Gulf Coast University.	Yes	Yes
E. Invoicing and Payment Terms: Net 30 days. Vendor and University will decide upon a mutually acceptable standard format for invoicing. Invoices shall be made available electronically.	Yes	Yes
F. Governance: In the event of a conflict between documents, the following shall be the order of precedence: Memorandum of Understanding (MOU) shall first control, Invitation to Negotiate ("ITN") , and finally Vendors response to the ITN, only where Vendor response does not conflict with MOU and Section 6 of the ITN terms.	Yes	Yes
II. Service Requirements	Agilent Agrees	UF Agrees
A. Order Completeness and Accuracy: Order completeness and accuracy and billing accuracy should be maintained at a rate of 95% or greater. A report of Order Fill rates shall be provided by Vendor at each Business Review Meeting, or when requested by the University. Any known backorders shall be denoted in the reports.	Yes	Yes
B. Product Substitution: Substitutions of any kind shall be used only in the event of an item not being available and only after obtaining written permission and approval from the ordering customer.	Yes	Yes
C. Discontinued Product: Vendor shall upon reasonable notice notify the order requesters that an item is discontinued and shall offer options for product substitutions of the same or greater functionality, at the same discount(s) for the customer's consideration.	Yes	Yes
D. Order Cancellation: All orders placed through Vendor may be cancelled by the order requesters by 3pm EST on the day the order is placed with no financial penalties, except for custom product orders.	Yes	Yes
E. Back Order Notifications: Vendor shall notify UF order requesters upon reasonable notice should any items ordered be placed on back order. Vendor shall also provide to UF order requesters an estimated date of product availability for the back ordered items and suggest potential product substitutions.	Yes	Yes
F. Delivery and Freight Cost: Vendor will deliver all products FOB Destination (Incoterms 2010). Shipping cost for all goods and equipment will be paid by Vendor, with the exception of expedited delivery services requested by UF. There will be a net shipping charge for all items requiring refrigeration and for overnight and 2-day shipping. Title and risk of loss of the goods and equipment shall not pass to UF until goods and equipment are delivered to the University's designated delivery location list on UF's Purchase Order (PO).	Yes	Yes
G. Product Returns: University shall have the right to inspect the goods after delivery for a period not to exceed ten (10) days. For any products delivered damaged, items shipped in excess of the amount authorized, items nearing expiration, products and equipment not meeting manufacturer's written specifications, or items shipped that were not ordered may, at the discretion of the order requesters, be returned to Vendor at Vendor's expense within 30 days, provided, however, that Vendor is notified within 10-days of delivery in order to receive a return merchandise authorization (RMA). In some situations, Vendor may provide instructions for destruction instead of a RMA. After ten (10) days from the delivery date, the goods will be deemed accepted, but University WILL NOT LOSE ITS WARRANTY RIGHTS.	Yes	Yes
H. Questions / Concerns Response Time: Vendor shall make commercially reasonable and good faith efforts to promptly address all UF end users' questions and concerns. End users' questions and concerns shall be addressed by Vendor within 24 hours, excluding weekends. If the issue cannot be resolved within 24 hours, Vendor shall make commercially reasonable and good faith efforts to provide UF with periodic progress updates until the issue is resolved.	Yes	Yes

III. Pricing	Agilent Agrees	UF Agrees
A. Category Discount: The pricing offered by the vendor as a response to FY24-ITN-018 will remain in place for a calendar year from the date of award. The vendor does not agree to a fixed list price, however, they will provide a fixed discount. The vendor will give 30 days notice of price increases. List prices may increase or decrease.	Yes	Yes
B. New Product Introductions: If a new product is introduced into an existing category of products, UF shall receive the discount corresponding to that product category off of the list price. In the event a new category of products is introduced by Vendor, which may be sold under the ITN, UF and Vendor will negotiate a mutually agreed upon discount percentage off list price for all products in that category.	Yes	Yes
C. Price Increases: Price changes to Successful Vendor's catalog list price will occur annually, each calendar year. Institutional Pricing change notices shall be in writing, submitted at least thirty (30) days prior to the end of the current calendar year. Discount percentages shall be applied to the then current calendar year list price. Increases in institutional pricing shall be supported by written justification. Institutional Pricing shall mean the quotation numbers identified in Exhibit A – Institutional Pricing, which is attached hereto and incorporated herein by reference.	Yes	Yes
D. New Lab Startup Programs: Vendor to provide the most current and relevant discounts and benefit information and guidelines for new lab startups available to UF researchers. Vendor offers the University the Agilent Academia Program.	Yes	Yes
E. Additional Discounts: Vendor is willing to offer volume-appropriate discounts for large one-time orders and use of Promo (promotional) pricing when appropriate.	Yes	Yes
F. Other: All other aspects of pricing and incentives not specifically addressed herein shall be as addressed and agreed upon in the broader legal contract document between Vendor and UF.	Yes	Yes
IV. Management & Reporting	Agilent Agrees	UF Agrees

A. Account Management Team: Vendor will provide a dedicated team to handle the UF account. The Vendor account representative will serve as UF's main point of contact and will work to resolve any issues that may arise. The dedicated person will handle daily orders, returns and customer service activities including, but not limited to, order status, delivery information, backorder information, contract pricing, billing questions and general product information. The account representative will be present at all business review meetings.	Yes	Yes
B. Business Review Meetings: To maintain and establish a strong relationship, Vendor customer service team and UF will meet at minimum twice a calendar year to review reports, pricing, product updates, performance, service-related issues, and proposed initiatives. A Supplier representative with decision making authority shall be available for in-person meetings. For business review presentation: • Total dollar value of purchases and total number of orders • Total value of purchases and total number of orders by each UF department • Total purchases by item number/ category/ product line • Total value of purchases of UF Specific Core Items • Total value of purchases through eProcurement, supplier website, P-Card purchases, phoned-in orders, etc. Analysis of B2B usage and order method • Number of returns due to customer error • Number of returns due to Life Tech error • Total dollar value of surcharges, transaction fees, delivery charges, such as expedited freight fees and other miscellaneous charges paid by UF and total absorbed by Vendor • Order Accuracy • Order Fill Rate • On-time Delivery Rate	Yes	Yes
C. Reporting: Vendor shall provide quarterly usage reports to UF at no additional charge to UF. Additionally, if requested to provide usage reports, vendor shall deliver the report within fifteen (15) business days of request. In addition to providing periodic usage reports, Vendor should have the ability to report on the following criteria: • Ship to Account Number • Purchase Order Number • Invoice Number (If different) • Invoice Date • Order Date • Part Number • Part Description • Sell UOM • Contract Unit Price • Contract Ext Price • List Unit Price or Reference Unit Price • Customer Reference • Ship Address 1 • Point of Contact • Include Discount Coding Structure	Yes	Yes
D. Reporting Information Policy: It is the business practice of Purchasing not to volunteer the reporting, sales, or usage data of contracted vendors with other vendors in order to facilitate mutually beneficial and trusting relationships. All ITN information and proposal pricing submitted and opened becomes subject to the Public Records Law set forth in Chapter 119.	Yes	Yes
E. Remediation: In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, UF and Vendor will work together to calculate and issue an appropriate credit. Compliance and remediation will begin being monitored and calculated 2 weeks from signature date.	Yes	Yes

V. Campus Access and Promotion			Agilent Agrees	UF Agrees
A. Campus Notification: Details of agreement will be posted and promoted on the University website and through University purchasing departments.	Yes	Yes	Yes	Yes
B. Vendor Access: Vendor will be permitted to promote and sell throughout the University. Vendor will need to request badge access from the applicable laboratories on the Gainesville campus or other University campuses.	Yes	Yes	Yes	Yes
C. Vendor Shows and Forum: Vendor will have the ability to participate and host vendor/product shows on campus as controlled by mutually agreed to Terms and Conditions. Vendor-sponsored educational marketing events should be coordinated through Purchasing so proper support and campus notification can take place.	Yes	Yes	Yes	Yes

Signature: 

Date: October 7, 2024

Vendor Agilent Technologies, Inc.

Name/Title: Grace Clampitt
Contracts Specialist

Name/Title: Taylor Jantz

Senior Vice President & CFO

Date: 12/4/2024 | 8:20 AM EST

University _____



Agilent Technologies

Agilent Technologies, Inc.
Life Sciences | Diagnostics | Applied Markets
2850 Centerville Road
Wilmington, DE 19808
800-227-9770 Telephone
www.agilent.com

July 28, 2025

Cheryl Cobb
Florida International University
11200 SW 8th St
Miami, FL 33199

Reference:

Dear Cheryl Cobb:

Agilent agrees to honor the piggyback pricing under FY24-ITN-018 entered into by University of Florida and the effective date of pricing for FIU is March 10th, 2025.

Very truly yours,

AGILENT TECHNOLOGIES, INC.

Brenatha Suah
Contracts Specialist

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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

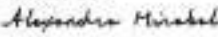
Contract PUR-10020 with Agilent Technologies Inc for Specialty Lab Supplies, Equipment, and Services.

Funding Source(s):

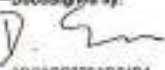
Fund Code	Fund Code Description
210	GENERAL REVENUE
211	CARRY FORWARD
215	E&G COST SHARE
216	E&G COST SHARE CARRYFORWARD
240	E&G MEDICAL SCHOOL
241	COM - CARRY FORWARD
331	AUXILIARY ENTERPRISES
335	CONTINUING EDUCATION
350	RESEARCH SERVICE CENTERS
453	TECHNOLOGY FEE
501	OTHER UNRESTRICTED FUND
601	COLLEGE OF MEDICINE
602	OTHER RESTRICTED FUND
604	TRANSFERS FROM COMPONENT UNITS
641	CSTSHR/INTERNAL/INTEREST LVL4
642	CSTSHR/INTERNAL/INTEREST LVL3
651	SPONSORED RESEARCH MISCELLANEOUS
652	SPONSORED RESEARCH OVERHEAD
653	DoR RESEARCH LEVEL 1 REV 0
654	DoR RESEARCH REV 0 UNRESTRICTED
655	DoR RESEARCH BUDP UNRESTRICTED
660	FEDERAL LEVEL 3
661	FEDERAL LEVEL 4

662	STATE LEVEL 3
663	STATE LEVEL 4
664	OTHER LEVEL 3
665	OTHER LEVEL 4
739	AUXILIARY & OTHER CAP PROJECTS

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:

20C9C0726AD2404
Alexandra Mirabal, Associate Vice President and University Controller

8/22/2025
Date

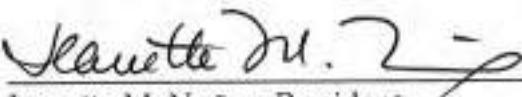
DocuSigned by:

20C9C0726AD2404
David H. Snyder, Interim Chief Financial Officer and Senior Vice President

9/5/2025
Date

DocuSigned by:

20C9C0726AD2404
Carlos B. Castillo, General Counsel

9/6/2025
Date


Jeanette M. Nuñez, President

9/10/25
Date

Contract PUR-10582 for Honorlock Inc. for University-Wide Use**Supplier**

Honorlock, Inc.
2500 N Military Trail, Suite 322
Boca Raton, FL 33431

Supplier Contact

Brett Perlman
bperlman@honorlock.com
678-448-8113

Initial Term: January 01, 2026 – December 31, 2028

Renewal Options

Four (4) additional one (1) year periods

General Scope of Work

Approval is requested to enter into a 3-year agreement with Honorlock, Inc. for the provision of virtual proctoring services. The proposed contract provides university-wide access to Honorlock's services under a Full-Time Equivalent (FTE) pricing model. The services will be procured via a piggyback on the existing Master Services Agreement between Honorlock and Florida State University (FSU), acting on behalf of Florida Virtual Campus (FLVC), awarded through Competitive Solicitation ITN-6619-6. This agreement will replace FIU's existing contract PUR-07777, which is set to expire on March 29, 2026.

Pricing

- \$3,046,082.34
- Year 1: \$1,015,360.78
- Year 2: \$1,015,360.78
- Year 3: \$1,015,360.78

Insurance Requirement

N/A

Termination**TERMINATION AND SUSPENSION.**

4.1 Term. The term of this Agreement (the "Term") commences on the Effective Date and will continue in effect for an initial five-year term. The Subscriber shall have an option to renew this Agreement for four (4) additional one (1) year periods. All renewals of this Agreement must be in writing. All Participating Institution Order Forms issued under this Agreement with expiration dates exceeding the Term of this Agreement shall continue following the Term of this Agreement with all terms remaining in effect until the expiration of such applicable Participating Institution's Order Form.

4.2 Termination. Either Party may terminate this Agreement on written notice to the other Party any time when there are no Order Forms, or Statements of Work then in Effect. Additionally, in the event Federal or Florida state legislation or Florida state executive order directly frustrates performance of the Agreement, Subscriber may terminate

this Agreement upon thirty (30) days written notice to Honorlock without penalty or cause. In such event, Subscriber shall be liable only for the amounts owed or prepaid at the effective date of termination. In addition, either Party may terminate this Agreement, any Order Forms, and/or any Statements of Work: (i) upon thirty (30) days' notice to the other Party if the other Party breaches a material term of this Agreement, and the breach remains uncured at the expiration of such thirty (30) day period; or (ii) immediately, if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors. We may also terminate this Agreement upon written notice to you under the limited circumstances set forth in Section 11.3 below.

4.3 Suspension for Non-Payment. Honorlock may suspend the Services and/or the Professional Services of a Participating Institution upon written notice to such Participating Institution if any undisputed invoiced amount due to us is more than sixty (60) days past due. We will not suspend the Services or the Professional Services while an applicable Participating Institution is disputing any invoiced amount due to us reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.4 Effect of Termination. Upon termination of this Agreement as set forth in Section 4.2: we will stop providing the Services and the Professional Services, and each Participating Institution must stop all access to and use of the Platform and Deliverables.

4.5 Survival. The following provisions will survive termination of this Agreement: Section 2 ("Definitions"), Section 4 ("Contracts, Fees and Payment") until all Fees and applicable Taxes are paid in full by the Participating Institutions, Section 4.4 ("Effect of Termination"), Section 5 ("Confidentiality; Feedback"), Section 6.3 ("Aggregated Data"), Section 7 ("Intellectual Property"), Section 9.4 ("Our Disclaimer"), Section 10 ("Limitation of Liability"), Section 11 ("Indemnification"), Section 12 ("General Provisions"), and this Section 4.5 ("Survival").

Department Contact Information

Name and Department: Kristina Chavez, FIU Online

Phone: 305-348-4986

Email: chavezk@fiu.edu

Purchasing Contact

Name: Yakov Zade

Phone: 305-348-4320

Email: ypinasza@fiu.edu



Company Address
2500 N Military Trail
Suite 322
Boca Raton, FL 33431
US

Created Date 8/26/2025

Prepared By Brett Perlman

Quote Number Q-11791

Email bperlman@honorlock.com

Type Per User (FTE)

Contact Name Evangela Prevols

Bill To Name Florida International University

Title Associate Vice President, FIU Online & Digital Experiences

Bill To
11200 SW 8th St
Miami, FL 33199
US

Phone

Email prevols@fiu.edu

Expiration Date 9/30/2025

Product Name	Billing Unit	Unit Price	Qty	Start Date	End Date	Billing Frequency	Total Fees
Automated - FTE	FTE	\$10.10	47,967.00	1/1/2026	12/31/2026	Annual Up Front	\$488,967.53
Automated - FTE	FTE	\$10.19	47,967.00	1/1/2027	12/31/2027	Annual Up Front	\$488,967.53
Automated - FTE	FTE	\$10.19	47,967.00	1/1/2028	12/31/2028	Annual Up Front	\$488,967.53
Live Pop In Add On - FTE	FTE	\$9.75	47,967.00	1/1/2026	12/31/2026	Annual Up Front	\$467,873.25
Live Pop In Add On - FTE	FTE	\$9.75	47,967.00	1/1/2027	12/31/2027	Annual Up Front	\$467,873.25
Live Pop In Add On - FTE	FTE	\$9.75	47,967.00	1/1/2028	12/31/2028	Annual Up Front	\$467,873.25
Proctor Review Add On - Per Exam	Bulk Prepay Per Exam	\$5.85	10,000.00	1/1/2026	12/31/2026	Annual Up Front	\$58,500.00
Proctor Review Add On - Per Exam	Bulk Prepay Per Exam	\$5.85	10,000.00	1/1/2027	12/31/2027	Annual Up Front	\$58,500.00
Proctor Review Add On - Per Exam	Bulk Prepay Per Exam	\$5.85	10,000.00	1/1/2028	12/31/2028	Annual Up Front	\$58,500.00

Total Fees: \$3,046,062.34

Initial Term, Fees, and Payment Terms

The Initial Term of this Order is (36) months ("Initial Term").

The Initial Term shall not automatically renew for successive periods.

Subscriber agrees to pay Honorlock the applicable fees. All fees noted herein are quoted in, and Subscriber shall pay, in USD. Fees may be paid by check, Electronic Fund Transfer, or ACH. In order to elect ACH payments, Subscriber must complete and execute an Authorization Agreement for Preauthorized Withdrawal Debits. Except as expressly set forth in this Order Form, Honorlock is under no obligation to comply with any Subscriber specific invoicing requirements. Subscriber's failure to provide complete and accurate billing information will not relieve Subscriber of or toll Subscriber's timely payment obligations.

Fees in this Order Form are not inclusive of any Taxes.

Honorlock will invoice Subscriber on the Effective Date and thirty (30) days prior to each anniversary of the Effective Date.



Subscription Terms and Conditions

This Order Form, entered into as of 1/1/2026 (the "Effective Date"), is by and between Honorlock Inc. ("Honorlock," "we," "our," or "us"), and Subscriber ("you," or "your"). This Order Form is governed by the terms of the IN 6619-6 Florida Virtual Campus Proctoring Services Master Agreement effectively dated 12/4/2024 ("MSA") which is incorporated herein by reference. This Order Form, the MSA, and any mutually executed Statements of Work collectively constitute the "Agreement".

Additional Terms

Product Type Definitions

For billing, a user (FTE) is defined as the most recent FTE count of a school as defined by the IPEDs database from the National Center for Education Statistics. For billing, a User is defined as the unique count of LMS user IDs presented to the Honorlock Platform from the Subscriber's LMS. Any user who initiates a proctoring session, as evidenced by the recording of such in the Honorlock Database, will be charged for such session. For billing, an exam is defined as the unique count of LMS Exam IDs presented to the Honorlock Platform from the Subscriber's LMS. Any user who initiates a proctoring session, as evidenced by the recording of such in the Honorlock Database, will result in the corresponding exam being counted.

Signatures

IN WITNESS WHEREOF, the Parties have caused this Order Form to be executed by their duly authorized representatives as of the Effective Date.

Subscriber, Florida International University Board of Trustees

HONORLOCK, INC.

By:

By:

Print Name:

Print Name: Patrick Henn

Title:

Title: CFO

Date:

Date:

Approved as to
form and legality
[Signature]
F.I.U. Attorney

DATE 8-29-25



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: Approval of three (3) year Contract PUR-10582 for Honorlock, Inc. – Proctoring Services Agreement.

Funding Source(s):

Fund Code	Fund Code Description
210	E&G
211	Carry Forward
240	E&G Medical School
241	COM – Carry Forward
331	Auxiliary Enterprises
335	Continuing Education
411	Athletics
501	Other Unrestricted Fund
661	Federal Level 4

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:

D3ECE502EDB44E4...
 Alexandra Mirabal, Associate Vice President
 and University Controller

9/8/2025

 Date

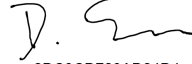
Signed by:

7943ADE481FB4E3...
 Elizabeth M. Bejar, Provost, Executive Vice President
 and Chief Operating Officer

9/10/2025

 Date

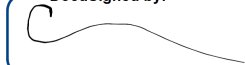
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DocuSigned by:

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David H. Snider, Interim Chief Financial Officer
and Senior Vice President

9/10/2025

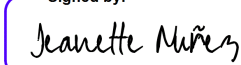
Date

DocuSigned by:

7E5CBEF9E1654F6...

Carlos B. Castillo, General Counsel

9/10/2025

Date

Signed by:

8623B27F0C8143D...

Jeanette M. Nuñez, University President

9/11/2025

Date



September 18, 2025

Subject: Approval of 2025-26 Education and General Carryforward Spending Plan and Related Certification

Proposed Action:

Florida International University Board of Trustees (BOT) approval of the Florida International University (FIU) Education and General (E&G) 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 Requests and Florida Statute 1011.45 End of Year Balance of Funds; 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 E&G Student and Other Fees Trust Fund as of June 30, 2025; and authorization for the University President to amend the BOT carryforward expenditure plan as necessary and report to the BOT and BOG any amendments to the spending plans in a format prescribed by the Chancellor of the BOG.

Background Information:

Carryforward Spending Plan

Beginning in 1985, State University System (SUS) institutions received statutory authority to carry forward unexpended E&G funds in the current year operating budget and include these funds in the operating budget the following year. Section 1011.45, Florida Statutes, has since been amended to provide greater specificity on carry forward balance requirements and allowable expenditures from E&G carryforward fund balances and BOG Regulation 9.007 has been amended to reflect these changes. Carry forward balance requirements and authorized expenditures in an E&G Carryforward Spending Plan include:

- *Maintenance of a minimum carryforward balance of 7 percent of the total E&G operating budget*
- *BOT approval of an expenditure plan for carryforward balances in excess of the 7 percent minimum*
- *BOG review and approval of the BOT carryforward expenditure plan*
- *Authorized expenditures in the E&G carryforward expenditure plan may include:*
 - *Commitment of funds to a PECO project that has received a prior appropriation in order to complete the project*
 - *Completion of a renovation, repair, or maintenance project*
 - *Completion of a remodeling or infrastructure project that is survey recommended*
 - *Completion of a repair or replacement project necessary due to damage caused by a natural disaster*
 - *Operating expenditures that support the university mission*
 - *Any purpose specified by the Board, including funding dedicated to building maintenance reserve escrow accounts, or as specified in the General Appropriations Act*

- *A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. 252.36, Florida Statutes.*

The E&G carryforward spending plan shall include the estimated cost per planned expenditure and a timeline for completion of the expenditure and may include a reserve fund to be used for authorized expenditures in the following years. The template includes a new minimum 12% spending requirement towards PECO projects or deferred maintenance which is contained in SB 2502, Implementing the 2025-2026 General Appropriations Act. This requirement expires after one year unless the legislature makes it a permanent change in the next legislative session.

Additionally, Section 1011.45 requires the Chief Financial Officer of each university to certify annually, by September 30, 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 of the previous year. Section 1011.45 also allows the university to spend the minimum carryforward balance of 7 percent if a demonstrated emergency exists and the plan is approved by the university's BOT and the BOG. In accordance with Section 1011.45 and BOG Regulation 9.007, any amendments to the approved E&G carryforward spending plan during the fiscal year shall be reported to the BOG for a time period and in a format prescribed by the Chancellor of the BOG.

The E&G carryforward fund balance as of July 1, 2025, net of accounts receivables, accounts payables, and deferred student tuition and fees, totals \$157,157,794 for the University and \$22,034,417 for the Herbert Wertheim College of Medicine (HWCOM). After the 7 percent statutory reserve of \$49,132,165 for the University and \$3,642,262 for HWCOM; \$4,434,703 of encumbrances for the University and \$1,783,014 for HWCOM; and \$200,000 annual contribution to reserves for new fixed capital outlay projects for the university, the carryforward spending plans total \$103,390,926 for the University and \$16,609,141 for HWCOM.

Supporting Documentation: University and HWCOM Carryforward Spending Plans
BOG 2025-26 Operating Budget and E&G Carryforward Spending Plan Certification
Florida Statute Section 1011.45
BOG Regulation 9.007, State University Operating Budgets and Requests
BOG Memorandum titled Carry Forward Spending Plan (July 2025- - June 2026)
Funding Certification Form

Facilitator/Presenter: David H. Snider

Education and General

2025-2026 Carryforward Spending Plan Summary

Approved by University Board of Trustees

Balances and Spending Plans as of July 1, 2025

	University E&G	Medical School E&G	Grand Total : University Summary
A. Beginning E&G Carryforward Balance - July 1, 2025 :			
Cash	\$ 149,488,991	\$ 22,912,814	\$ 172,401,805
Investments	\$ -	\$ -	\$ -
Accounts Receivable	\$ 16,875,874	\$ 10,368	\$ 16,886,242
Less: Accounts Payable	\$ 8,138,486	\$ 875,065	\$ 9,013,551
Less: Deferred Student Tuition & Fees	\$ 1,068,585	\$ 13,700	\$ 1,082,285
B. Beginning E&G Carryforward Balance (Net of Payables/Receivables/Deferred Fees) :	\$ 157,157,794	\$ 22,034,417	\$ 179,192,211
C. Fiscal Year 2024-2025 E&G Carryforward Encumbrances Brought Forward:	\$ 4,434,703	\$ 1,783,014	\$ 6,217,717
D. Annual Contribution to Reserves for New FCO Projects (per s. 1001.706(12) F.S. and Board Reg 14.002) (Should agree with the "Total Facilities Reserves as of July 1, 2025" on the "Details - FCO Reserves" tab)	\$ 200,000	\$ -	\$ 200,000
E. 7% Statutory Reserve Requirement (1011.45(1) F.S.):	\$ 49,132,165	\$ 3,642,262	\$ 52,774,427
F. E&G Carryforward Balance Less 7% Statutory Reserve Requirement (Amount Requiring Approved Spending Plan) :	\$ 103,390,926	\$ 16,609,141	\$ 120,000,067
G. 12% Carryforward Funds towards Public Education Capital Outlay (PECO) projects or deferred building maintenance expenses (1011.45(3), F.S.)(Should agree with the "Total Amount Committed to PECO Projects or Deferred Maintenance of July 1, 2025" on the "Details-12% Commitment" tab)	\$ 14,408,634	\$ -	\$ 14,408,634
H. Carryforward Reserve Fund (1011.45(3) F.S.):	\$ 5,000,000	\$ -	\$ 5,000,000
I. * Restricted / Contractual Obligations			
Restricted by Appropriations	\$ 22,903,297	\$ 2,863,037	\$ 25,766,334
University Board of Trustees Reserve Requirement	\$ -	\$ -	\$ -
Restricted by Contractual Obligations :			
Compliance, Audit, and Security			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ -	\$ -	\$ -
Academic and Student Affairs			
Student Services, Enrollment, and Retention Efforts	\$ -	\$ -	\$ -
Student Financial Aid	\$ 7,525,808	\$ 4,292,234	\$ 11,818,042
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ -	\$ -	\$ -
Faculty Research and Public Service Support and Start-Up Funding	\$ 1,407,095	\$ 2,693,000	\$ 4,100,095
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ -	\$ -	\$ -
Small Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 1,431,850	\$ 870,731	\$ 2,302,581
Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 1,698,536	\$ -	\$ 1,698,536
Other UBOT Approved Operating Requirements			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 760,819	\$ -	\$ 760,819
Contingencies for a State of Emergency Declared by the Governor (Section 1011.45(3)(g))	\$ -	\$ -	\$ -
Operating Restricted : (Should agree with restricted column totals on "Details-Operating" tab)	\$ 32,597,019	\$ 9,848,271	\$ 42,445,290
FCO Restricted : (Should agree with restricted column totals on "Details-Fixed Capital Outlay" tab)	\$ 3,130,386	\$ 870,731	\$ 4,001,117
Grand Total Restricted / Contractual Funds :	\$ 35,727,405	\$ 10,719,002	\$ 46,446,407
J. * Commitments			
Compliance, Audit, and Security			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ 776,949	\$ -	\$ 776,949

Education and General

2025-2026 Carryforward Spending Plan Summary

Approved by University Board of Trustees

Balances and Spending Plans as of July 1, 2025

	University E&G	Medical School E&G	Grand Total : University Summary
Academic and Student Affairs			
Student Services, Enrollment, and Retention Efforts	\$ -	\$ -	\$ -
Student Financial Aid	\$ 228,973	\$ -	\$ 228,973
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ 330,205	\$ 464,876	\$ 795,081
Faculty Research and Public Service Support and Start-Up Funding	\$ 9,225,714	\$ 2,607,973	\$ 11,833,687
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ 2,118,871	\$ 293,790	\$ 2,412,661
Small Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 8,507,378	\$ 113,788	\$ 8,621,166
Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 16,243,476	\$ 365,421	\$ 16,608,897
Other UBOT Approved Operating Requirements			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 9,823,321	\$ 2,044,291	\$ 11,867,612
Contingencies for a State of Emergency Declared by the Governor (Section 1011.45(3)(g))	\$ 1,000,000	\$ -	\$ 1,000,000
			\$ -
Operating Commitments : (Should agree with committed column total on "Details-Operating" tab)	\$ 23,504,033	\$ 5,410,931	\$ 28,914,964
FCO Commitments : (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)	\$ 24,750,854	\$ 479,209	\$ 25,230,062
Grand Total Commitments :	\$ 48,254,887	\$ 5,890,139	\$ 54,145,026
K. Available E&G Carryforward Balance as of July 1, 2025:	\$ -	\$ -	\$ -

* Provide supplemental, **detailed descriptions** for all multiple-item categories using the subsequent "Details" tabs in this file.

- Notes :

1. Florida Polytechnic University amounts include the Phosphate Research Trust Fund.

2. **2024 House Bill 707 amended 1011.45 F.S.** regarding university Education & General carryforward minimum reserve balances, reporting requirements, and allowable uses. 1011.45(1) states that "Each university shall maintain a minimum carry forward balance in of at least 7 percent of its state operating budget; however, a university may retain and report to the Board of Governors an annual reserve balance exceeding that amount. The spending plan shall be submitted to the university's board of trustees for review, approval, or if necessary, amendment by September 1, 2020, and each September 1 board of trustees for review, approval, or if necessary, amendment by September 1, 2020, and each September 1 thereafter. The Board of Governors shall review, approve, and amend if necessary, each university's carry forward spending plan by October 1, 2020, and each October 1 thereafter." 1011.45(3) adds "A university's carry forward spending plan must include the estimated cost per planned expenditure and a timeline for completion of the expenditure." Three additional tabs are provided with this file to allow reporting of university detailed expenditure plans for each planned expenditure or project, a completion timeline, and amount budgeted for expenditure during the reporting fiscal year.

Finance and Facilities Committee

2025-2026 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)

Pursuant to 1011.45, Florida Statutes

July 1, 2025

			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2025	COMMITTED Committed Balance as of July 1, 2025	E&G Carryforward Amount Budgeted for Expenditure During FY26	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1	Restricted by Appropriations	Information Technology Funds	\$ 15,999	\$ 15,999	\$ -	\$ 15,999	1	1	2026	Support IT infrastructure in the Knight Foundation School of Computing and Information Sciences and student scholarships in the College of Business
2	Restricted by Appropriations	FIUnique	\$ 92,252	\$ 92,252	\$ -	\$ 92,252	1	1	2026	Rental of building space and Fostering Panther Pride scholarships
3	Restricted by Appropriations	Nursing (LINE)	\$ 2,451,469	\$ 2,451,469	\$ -	\$ 1,372,509	6	4	2028	LINE appropriations for partnerships with Memorial Healthcare System, HCA Healthcare, Baptist Health South Florida, Nicklaus Children's Hospital, and Riviera Health. Balances will be spent on scholarships and faculty support. The HCA Healthcare contribution to FIU of \$1.5M will be made over four years (through 2026) with reduced funding in years 3 and 4; FIU plans to use the state appropriation during the latter years of the gift agreement.
4	Restricted by Appropriations	Nursing (PIPELINE)	\$ 273	\$ 273	\$ -	\$ 273	1	1	2026	
5	Restricted by Appropriations	Faculty Recruitment and Retention	\$ 9,410,795	\$ 9,410,795	\$ -	\$ 6,610,431	5	3	2028	Balance remaining on FY 2023-24 and FY 2024-25 allocations will be used for new faculty hires; post-tenure review bonuses; faculty start-up and research support; and instructional and research infrastructure
6	Restricted by Appropriations	Adam Smith Center for Economic Freedom	\$ 10,932,509	\$ 10,932,509	\$ -	\$ 4,251,003	2	1	2027	This funding is critical to advancing the Center's mission at a pivotal moment of growth and expansion. Carryforward funds will be utilized in FY 2025–26 to support essential, one-time start-up investments designed to significantly accelerate the Center's activities and impact. Planned expenditures include the expansion of dedicated space to accommodate increased operations and programming. In parallel, the Center will make strategic investments to elevate the scale, reach, and visibility of its academic conferences and policy workshops—key platforms for thought leadership and public engagement. These events will incur costs such as venue rentals, speaker honorariums, professional services, travel and event logistics, and advertising and promotion. Additionally, the Center will provide stipends and scholarships for students.
	Restricted by Appropriations Total		\$ 22,903,297	\$ 22,903,297	\$ -	\$ 12,342,467				
7	Campus Security and Safety Enhancements	University Police: Law Enforcement Officer awards and overtime, vehicles, and safety equipment	\$ 776,949	\$ -	\$ 776,949	\$ 776,949	1	1	2026	One-time certificate awards upon becoming a sworn law enforcement officer; additional overtime costs; replacing three (3) vehicles that have exceeded their service life and one (1) canine vehicle; and safety equipment
	Campus Security and Safety Enhancements Total		\$ 776,949	\$ -	\$ 776,949	\$ 776,949				
8	Student Financial Aid	Departmental scholarships	\$ 228,973	\$ -	\$ 228,973	\$ 228,973	1	1	2026	Scholarships for College of Business, College of Law, and summer scholarships
9	Student Financial Aid	Institutional aid for undergraduate merit scholarship programs, e.g. Gold and Blue scholarships	\$ 3,387,808	\$ 3,387,808	\$ -	\$ 3,387,808	1	1	2026	

			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2025	COMMITTED Committed Balance as of July 1, 2025	E&G Carryforward Amount Budgeted for Expenditure During FY26	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
10	Student Financial Aid	Scholarships for Intercollegiate Student Athletes	\$ 4,138,000	\$ 4,138,000	\$ -	\$ 4,138,000	1	1	2026	
	Student Financial Aid Total		\$ 7,754,781	\$ 7,525,808	\$ 228,973	\$ 7,754,781				
11	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Adjunct faculty and faculty overloads; faculty development in AI integration; faculty fellows	\$ 330,205	\$ -	\$ 330,205	\$ 330,205	1	1	2026	
	Faculty/Staff, Instructional and Advising Support and Start-up Funding Total		\$ 330,205	\$ -	\$ 330,205	\$ 330,205				
12	Faculty Research and Public Service Support and Start-Up Funding	Start-up funding for researchers	\$ 8,210,179	\$ 1,407,095	\$ 6,803,084	\$ 3,296,891	3	1	2028	Start-up funding for cluster hires
13	Faculty Research and Public Service Support and Start-Up Funding	Research and post-doctorate faculty and graduate assistants	\$ 2,379,642	\$ -	\$ 2,379,642	\$ 2,379,642	1	1	2026	Hire post-doctorate faculty to gain experience with seasoned research faculty and in the process to assist the faculty in conducting their research; Enhance the graduate student experience and supplement in-class learning by assisting faculty with research. Post-doctorate faculty are faculty with one-year contracts; graduate assistants are temporary employees. Bridge funding to support research faculty who were impacted by federal grant terminations and are in the process of seeking new grants.
14	Faculty Research and Public Service Support and Start-Up Funding	Research equipment and supplies	\$ 42,988	\$ -	\$ 42,988	\$ 42,988	1	1	2026	
	Faculty Research and Public Service Support and Start-Up Funding Total		\$ 10,632,809	\$ 1,407,095	\$ 9,225,714	\$ 5,719,521				
15	Information Technology (ERP, Equipment, etc.)	Capital refresh for IT Network Management and Voice Services Infrastructure	\$ 1,961,970	\$ -	\$ 1,961,970	\$ 1,961,970	1	1	2026	IT infrastructure hardware including CISCO switches, voice routers, and VoIP phones
16	Information Technology (ERP, Equipment, etc.)	Facilities Management Project Management System	\$ 156,901	\$ -	\$ 156,901	\$ 156,901	1	1	2026	
	Information Technology (ERP, Equipment, etc.) Total		\$ 2,118,871	\$ -	\$ 2,118,871	\$ 2,118,871				
17	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	University-wide one-time bonus for out-of-unit employees	\$ 2,558,005	\$ -	\$ 2,558,005	\$ 2,558,005	1	1	2026	Portion of bonuses to be covered with E&G Carry Forward
18	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Repairs and maintenance for Engineering Center Phase I	\$ 1,952,368	\$ -	\$ 1,952,368	\$ 1,952,368	1	1	2026	
19	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	2030 Experience Impact Strategic Plan	\$ 1,307,777	\$ -	\$ 1,307,777	\$ 1,307,777	1	1	2026	Year 1 of the strategic plan implementation focuses on funding key projects such as strategic enrollment planning and critical data infrastructure needs to ensure FIU is AI/LLM ready and data governance structures are in place. Funds will be used to support university initiatives such as unified communications and developing systems to respond quickly to external constituents.
20	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional services	\$ 1,123,785	\$ -	\$ 1,123,785	\$ 1,123,785	1	1	2026	Various professional services such as consultants; consultants to backfill vacant positions across several areas; employment advertisements; and employee background checks
21	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Repairs and maintenance	\$ 1,031,885	\$ 129,799	\$ 902,086	\$ 1,031,885	1	1	2026	Maintenance and repairs to classrooms and labs; landscaping; vehicle replacement

			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2025	COMMITTED Committed Balance as of July 1, 2025	E&G Carryforward Amount Budgeted for Expenditure During FY26	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
22	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Refresh existing computer, technology, and other office equipment; furniture, fixtures and equipment; and materials and supplies across various areas	\$ 594,954	\$ -	\$ 594,954	\$ 594,954	1	1	2026	Includes replacing computers which are not compatible with Windows 11, which is now the standard operating system for computers.
23	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Outside Legal Counsel	\$ 581,020	\$ 506,020	\$ 75,000	\$ 581,020	1	1	2026	Outside legal counsel services retained on a case by case basis
24	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Departmental employee bonuses and spot awards, temporary employment, and temporary pay	\$ 500,104	\$ -	\$ 500,104	\$ 500,104	1	1	2026	
25	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Events	\$ 322,272	\$ -	\$ 322,272	\$ 322,272	1	1	2026	Costs associated with hosting events such as room rental and media, lighting, and IT services; President's Lecture Series
26	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Subscriptions and memberships	\$ 209,010	\$ -	\$ 209,010	\$ 209,010	1	1	2026	
27	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional development and travel	\$ 203,960	\$ -	\$ 203,960	\$ 203,960	1	1	2026	
28	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Cybersecurity Data Breach deductible	\$ 125,000	\$ 125,000	\$ -	\$ 125,000	1	1	2026	
29	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Building Space Rental	\$ 74,000	\$ -	\$ 74,000	\$ 74,000	1	1	2026	First year of a 5-year lease to rent space to relocate and expand the Robotics and Digital Fabrication (RDF) Lab for the College of Communication, Architecture + The Arts. Subsequent periods will be funded with E&G.
	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)		\$ 10,584,140	\$ 760,819	\$ 9,823,321	\$ 10,584,140				
30	Contingencies for a State of Emergency Declared by the Governor	Hurricane, pandemic, catastrophe reserve	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	1	1	2026	Pre-impact and /or post-impact expenses in the event of a hurricane, pandemic, or catastrophe.
	Contingencies for a State of Emergency Declared by the Governor Total		\$ 1,000,000	\$ -	\$ 1,000,000	\$ 1,000,000				
		Total as of July 1, 2025: *	\$ 56,101,052	\$ 32,597,019	\$ 23,504,033	\$ 40,626,934				

*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

Finance and Facilities Committee

2025-2026 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2025

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2025, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F)	Restricted	(G)	Carryforward Expenditure Timeline			Comments/Explanations
						To Restricted Balance on July 1, 2025	To Committed Balance on July 1, 2025	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
Small Carryforward Projects ¹											
1	Small, < \$2M: Renovation, Repair or Maintenance	Mold Remediation Reserve	Perform mold remediation & restoration at all Campuses	\$ 752,942	\$ -	\$ 752,942	1	1	2026		
2	Small, < \$2M: Renovation, Repair or Maintenance	Academic One, Classroom Renovation	Replace deteriorating auditorium style seating and carpet in Rooms 264 & 265	\$ 12,504	\$ -	\$ 12,504	2	2	2026		
3	Small, < \$2M: Renovation, Repair or Maintenance	Academic One, Structural Repairs	Repair exterior spalling concrete	\$ 100,000	\$ -	\$ 100,000	1	1	2026		
4	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Rooms Renovation	Refurbish Classrooms 110 & 115 to accommodate ADA Compliance	\$ 100,000	\$ -	\$ 100,000	1	1	2026		
5	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Room Renovation	Renovate 2nd Floor Suites to expand the STAR Center	\$ 395,870	\$ 118,109	\$ 277,761	2	2	2026		
6	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Room Renovation	Renovate Suites 200-209 and Audio/Visual upgrades in Rooms 200, 200E & 255 and lockers outside of 200E	\$ 18,303	\$ -	\$ 18,303	3	3	2026		
7	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Classroom Renovation	Renovate to combine classrooms 210 and 212	\$ 181,495	\$ -	\$ 181,495	2	2	2026		
8	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Lab Renovation	Renovate deteriorating conditions at Classroom/Lab 305	\$ 3,067	\$ -	\$ 3,067	2	2	2026		
9	Small, < \$2M: Renovation, Repair or Maintenance	Academic Two, Lab Renovation	Renovate deteriorating conditions at Classroom/Labs 341 & 351	\$ 124,071	\$ -	\$ 124,071	5	5	2026		
10	Small, < \$2M: Renovation, Repair or Maintenance	Biscayne Bay Emergency Phones/Blue Pole Stations	Install emergency blue pole stations at bike trails	\$ 981	\$ -	\$ 981	3	3	2026		
11	Small, < \$2M: Completion of Remodeling or Infrastructure	Biscayne Bay Sewer System, Infrastructure Repairs	Remediate sanitary sewer system to meet DERM requirements & regulations	\$ 130,943	\$ -	\$ 130,943	1	1	2026		
12	Small, < \$2M: Renovation, Repair or Maintenance	Hubert Library, Renovation	Sculpture installation at the interior of the 2nd Floor	\$ 903	\$ -	\$ 903	3	3	2026		
13	Small, < \$2M: Renovation, Repair or Maintenance	Hubert Library, Renovation	Audio/Visual upgrades in Room 312	\$ 448	\$ -	\$ 448	2	2	2026		
14	Small, < \$2M: Renovation, Repair or Maintenance	Hospitality Management, Renovation	Engineering services for life safety issues identified in Mechanical Rooms 200M4, 221T1 & 229	\$ 15,079	\$ -	\$ 15,079	3	3	2026		
15	Small, < \$2M: Renovation, Repair or Maintenance	Marine Sciences, Renovation	Replacement of a Reverse Osmosis Water Treatment System in 125	\$ 145,284	\$ -	\$ 145,284	2	2	2026		
16	Small, < \$2M: Renovation, Repair or Maintenance	Marine Sciences, Upgrade	Installation of a NEMA receptacle in Lab 312A	\$ 96	\$ -	\$ 96	2	2	2026		
17	Small, < \$2M: Renovation, Repair or Maintenance	S03 Building, Roof	Repairs & roof coating to extend the life of the existing roof structure	\$ 3,602	\$ -	\$ 3,602	2	2	2026		
18	Small, < \$2M: Renovation, Repair or Maintenance	Gregory B. Wolfe University Center, Renovation	Provide infrastructure for TV screen installation in Room 129 & Emergency call station in Dining area	\$ 730	\$ -	\$ 730	4	4	2026		
19	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 1, Renovation	Renovate to develop a Sleep Study & EEG Room in 130	\$ 406,308	\$ -	\$ 406,308	2	2	2026		
20	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 3, Renovation	Design renovation to STAR Center Room 316, Care Center Rooms 403 & 407A, &	\$ 4,092	\$ -	\$ 4,092	4	4	2026		
21	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 4, Repair	Electrical needs in Labs 340 & 342	\$ 361	\$ -	\$ 361	4	4	2026		
22	Small, < \$2M: Renovation, Repair or Maintenance	FIU Bird Basin Land Management Plan, Maintenance & Repairs	Property (land) maintenance & repairs	\$ 20,578	\$ -	\$ 20,578	6	6	2026		
23	Small, < \$2M: Renovation, Repair or Maintenance	Campus Master Plans	Professional fees for the 2015-2030 Campus Master Plan	\$ 132,161	\$ 110,690	\$ 21,471	6	6	2026		

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2025, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2025	To Committed Balance on July 1, 2025	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
24	Small, < \$2M: Renovation, Repair or Maintenance	College of Arts, Sciences & Education Building, Repair	Install outlets for server in 204	\$ 682	\$ -	\$ 682	2	2	2026	
25	Small, < \$2M: Renovation, Repair or Maintenance	College of Business Complex, Renovation & Repair	Fountain pump renovation & repair	\$ 14,030	\$ -	\$ 14,030	5	5	2026	
26	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Renovation/Repair	Correct fire rating of corridors per the State Fire Marshal	\$ 17,558	\$ 14,769	\$ 2,789	4	4	2026	
27	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Repair/Upgrades	CSR Supplement to Deferred Building Maintenance for Elevator Upgrades	\$ 19,657	\$ -	\$ 19,657	3	3	2026	
28	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Repair/Upgrades	Mechanical, electrical & plumbing repairs	\$ 19,481	\$ 17,787	\$ 1,693	3	3	2026	
29	Small, < \$2M: Renovation, Repair or Maintenance	Chemistry & Physics, Renovation	Correct balcony slope outside of Office 328	\$ 150,000	\$ -	\$ 150,000	1	1	2026	
30	Small, < \$2M: Renovation, Repair or Maintenance	Campus Support Complex, Renovation	Revamp breakroom in Controllers 433	\$ 17,281	\$ -	\$ 17,281	2	2	2026	
31	Small, < \$2M: Renovation, Repair or Maintenance	Campus Support Complex, Multiple Room Renovations	Renovate FSSS Office Rooms 1135, 1136 & 1140	\$ 75,886	\$ -	\$ 75,886	4	4	2026	
32	Small, < \$2M: Renovation, Repair or Maintenance	Deuxieme Maison, Renovation	Renovate/upgrade Conference Room 457	\$ 1,397	\$ -	\$ 1,397	2	2	2026	
33	Small, < \$2M: Renovation, Repair or Maintenance	Deuxieme Maison, Repair	Patch & paint 4th Floor areas 400W4, 480-488 & 490-499	\$ 38,383	\$ -	\$ 38,383	2	2	2026	
34	Small, < \$2M: Completion of Remodeling or Infrastructure	Engineering Center, Infrastructure	Annual compliance testing of the sanitary sewer system	\$ 100,321	\$ -	\$ 100,321	1	1	2026	
35	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Renovation& Repair	Signage upgrades at East & West lobbies and stairs	\$ 17,843	\$ -	\$ 17,843	3	3	2026	
36	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Pit, Renovation	Repairs/renovation at the Panther Pit 2851	\$ 20,282	\$ -	\$ 20,282	5	5	2026	
37	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Restroom, Renovation	Renovate aging restrooms Phases 1 - 3	\$ 212,252	\$ 41,841	\$ 170,411	5	5	2026	
38	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Stairwells, Repair	Interior paint/waterproofing of East & West stairwells	\$ 90,000	\$ -	\$ 90,000	1	1	2026	
39	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Upgrades	Install UPS system in Pandora Lab 1252	\$ 5,496	\$ -	\$ 5,496	3	3	2026	
40	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center Labs, Renovations	Renovate Labs 1663, 1655, 2110A, 2825, 3435, 3840, 3850 & 3855	\$ 125,946	\$ 96,792	\$ 29,154	6	6	2026	
41	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center Classroom Renovations	Renovate Classrooms 1461, 1462, 1463, 3120 & 3400	\$ 90,009	\$ -	\$ 90,009	3	3	2026	
42	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Upgrades	Install gas monitoring systems in Labs 1661 & 3457	\$ 7,767	\$ -	\$ 7,767	3	3	2026	
43	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Renovation/Repair	Renovation for a Environmental Health & Safety Waste Room 1690	\$ 158,669	\$ 57,417	\$ 101,252	3	3	2026	
44	Small, < \$2M: Renovation, Repair or Maintenance	Engineering Center, Labs, Renovations	Flume Feasibility Study in Labs 3625 & 3630	\$ 200,395	\$ -	\$ 200,395	2	2	2026	
45	Small, < \$2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Infrastructure Repair	Fire horn strobes synchronization requested by the State Fire Marshal	\$ 6,450	\$ -	\$ 6,450	5	5	2026	
46	Small, < \$2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Room Renovation	LCD informative screens at the Classroom Auditorium Room 140 entrance	\$ 631	\$ -	\$ 631	4	4	2026	
47	Small, < \$2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Classroom & Restrooms Renovation	Refresh Classroom & Restrooms 262 & 264	\$ 34,500	\$ -	\$ 34,500	4	4	2026	
48	Small, < \$2M: Renovation, Repair or Maintenance	University Owned (Greek) House 2, Renovation	Renovate Floors 1 & 2 for the future home of Sigma Phi Epsilon Educational Classrooms	\$ 131,447	\$ -	\$ 131,447	3	3	2026	
49	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Room Renovations/Upgrades	Renovations & Audio/Visual upgrades to the Breezeway and Rooms 195A, 520A & 835	\$ 25,189	\$ -	\$ 25,189	2	2	2026	
50	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Renovation	Renovate 154 & 180 for Standalone Dual Enrollment areas	\$ 40,378	\$ -	\$ 40,378	2	2	2026	
51	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Repairs	Patch & paint Suite 391	\$ 4,488	\$ -	\$ 4,488	2	2	2026	
52	Small, < \$2M: Renovation, Repair or Maintenance	Labor Center, Renovation/Repairs	Design services for structural repairs to building exterior	\$ 3,248	\$ -	\$ 3,248	3	3	2026	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2025, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2025	To Committed Balance on July 1, 2025	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
53	Small, < \$2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Code Compliance	Bring Reagan House 1st Floor grease trap up to code	\$ 268	\$ -	\$ 268	4	4	2026	
54	Small, < \$2M: Renovation, Repair or Maintenance	Modesto M. Maidique Campus, Improvement	Plinth Groundbreaking & Josh Richardson Memorial (outside of SIPA II)	\$ 6,261	\$ 5,963	\$ 298	2	2	2026	
55	Small, < \$2M: Renovation, Repair or Maintenance	Modesto M. Maidique, Nature Preserve, Repairs/Upgrades	Fence installation & improvements to Jogging Trail	\$ 28,859	\$ -	\$ 28,859	3	3	2026	
56	Small, < \$2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Sewer System, Infrastructure Repairs	Remediate sanitary sewer system to meet DERM requirements & regulations	\$ 236,997	\$ -	\$ 236,997	1	1	2026	
57	Small, < \$2M: Renovation, Repair or Maintenance	Management & Advanced Research Center, Room Renovations	Renovate Rooms 271-278 for the Adam Smith Center	\$ 79,831	\$ -	\$ 79,831	2	2	2026	
58	Small, < \$2M: Renovation, Repair or Maintenance	Ocean Bank Convocation Center, Roof	Replace Section H of lower West roof	\$ 652,000	\$ -	\$ 652,000	1	1	2026	
59	Small, < \$2M: Renovation, Repair or Maintenance	Ocean Bank Convocation Center, Renovation	Replace Telecom Room 249A door	\$ 2,052	\$ -	\$ 2,052	2	2	2026	
60	Small, < \$2M: Renovation, Repair or Maintenance	Owa Ehan Labs, Renovations	Renovate Labs 270, 316 & 321B	\$ 37,228	\$ -	\$ 37,228	2	2	2026	
61	Small, < \$2M: Renovation, Repair or Maintenance	Owa Ehan Structural Repairs	CSR Supplement to Deferred Building Maintenance for exterior waterproofing & structural repairs	\$ 5,960	\$ 5,677	\$ 284	3	3	2026	
62	Small, < \$2M: Renovation, Repair or Maintenance	Operations/Utility, Lab, Renovations	Renovate Labs (Cold Spray, 105-107), install outdoor hydraulic slab & install freeze/thaw cabinet with concrete mixer	\$ 166,157	\$ 6,123	\$ 160,034	4	4	2026	
63	Small, < \$2M: Completion of Remodeling or Infrastructure	Operations/Utility, Labs, Improvements	Install concrete testing slabs	\$ 313,974	\$ 251,540	\$ 62,434	2	2	2026	
64	Small, < \$2M: Renovation, Repair or Maintenance	Operations/Utility, Improvements	Relocation & new installation of outdoor storage containers	\$ 28,092	\$ -	\$ 28,092	2	2	2026	
65	Small, < \$2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Infrastructure	Main electrical busducts replacement	\$ 1,603,398	\$ -	\$ 1,603,398	1	1	2026	
66	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Emergency Call Stations	Install emergency phones at East stairwells	\$ 566	\$ -	\$ 566	2	2	2026	
67	Small, < \$2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Infrastructure	Supplement to Deferred Building Maintenance for electrical main & distribution service	\$ 17,325	\$ -	\$ 17,325	3	3	2026	
68	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Repairs	Repair to exterior concrete areas	\$ 230	\$ -	\$ 230	2	2	2026	
69	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Rooms, Renovations	Renovation at the 1st Floor for the relocation of Career Services from the SASC	\$ 1,089,483	\$ 705,143	\$ 384,341	2	2	2026	
70	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Room Study	Soundproofing study in Room 220	\$ 2,079	\$ -	\$ 2,079	2	2	2026	
71	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Room Renovations	Renovation correction to install a Fire Rated door in Room 249	\$ 129	\$ -	\$ 129	3	3	2026	
72	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Renovation	Renovate Room 429	\$ 259,786	\$ -	\$ 259,786	3	3	2026	
73	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Renovations	Hall of President's Relocation at the 5th Floor	\$ 156	\$ -	\$ 156	2	2	2026	
74	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Renovation	Replace flooring & window coverings at Room 528	\$ 81,008	\$ -	\$ 81,008	2	2	2026	
75	Small, < \$2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Renovation	Door removal at Room 529A	\$ 200,781	\$ -	\$ 200,781	2	2	2026	
76	Small, < \$2M: Renovation, Repair or Maintenance	Parking Garage 6, Room Repairs/Upgrades	HVAC upgrades at Room 150G	\$ 819	\$ -	\$ 819	4	4	2026	
77	Small, < \$2M: Renovation, Repair or Maintenance	Parking Garage 6, Room Renovations	Renovation of room 175 for the CARTA Robotic and Digital Fabrication Lab	\$ 186,205	\$ -	\$ 186,205	1	1	2026	
78	Small, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Upgrades	Carpet replacement at the Law Libraries Rooms 3080, 3081, 3090, 3095, 3100 & 3100W	\$ 4,674	\$ -	\$ 4,674	2	2	2026	
79	Small, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Common Areas Renovations	Renovate lounge, kitchen & courtyards including Rooms 1050, 1050W2, 1052, 1060, 1062 & 1063	\$ 6,185	\$ -	\$ 6,185	5	5	2026	
80	Small, < \$2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Infrastructure	Relocate main fire panel in Room 1055	\$ 50	\$ -	\$ 50	2	2	2026	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2025, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F) Restricted	(G) Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2025	To Committed Balance on July 1, 2025	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
81	Small, < \$2M: Renovation, Repair or Maintenance	Reserve Officer Training Corps Renovations	Façade repairs & signage and installation of exterior turf exercise field	\$ 482	\$ -	\$ 482	4	4	2026	
82	Small, < \$2M: Renovation, Repair or Maintenance	Student Athlete Academic Center, Renovations	Replace exterior golf cart canopy, renovate reception area & electrical work in 135B & 151	\$ 67,966	\$ -	\$ 67,966	3	3	2026	
83	Small, < \$2M: Renovation, Repair or Maintenance	Student Academic Success Center, Upgrades	Electrical needs at One Stop Training Rooms 125 & 126	\$ 28	\$ -	\$ 28	2	2	2026	
84	Small, < \$2M: Renovation, Repair or Maintenance	School of International & Public Affairs I, Upgrades	Upgrade lighting in Gallery Room 110	\$ 121	\$ -	\$ 121	2	2	2026	
85	Small, < \$2M: Renovation, Repair or Maintenance	Herbert & Nicole Wertheim Performing Arts Center, Renovation	Refresh aging Concert Hall including new seating, carpet, chandeliers, flooring, paint, electrical, etc.	\$ 500,000	\$ -	\$ 500,000	1	1	2026	
86	Small, < \$2M: Renovation, Repair or Maintenance	Herbert & Nicole Wertheim Performing Arts Center, Repair/Replacement	Replace deteriorating hallway flooring on the Theatre side	\$ 100,000	\$ -	\$ 100,000	1	1	2026	
87	Small, < \$2M: Replacement of minor facility (< or = 10,000 gsف)	W07, Building potential demolition/replacement	Professional fees for potential demolition & total replacement of the building	\$ 39,705	\$ -	\$ 39,705	7	6	TBD	
88	Small, < \$2M: Renovation, Repair or Maintenance	Sanford & Dolores Ziff Education Building, Roof Repairs	Repair existing roof and apply coating to extend the life expectancy	\$ 4,865	\$ -	\$ 4,865	2	2	2026	
89	Small, < \$2M: Renovation, Repair or Maintenance	Sanford & Dolores Ziff Education Building, Renovation	Replace glass entrance door at Room 130	\$ 685	\$ -	\$ 685	2	2	2026	
90	Small, < \$2M: Renovation, Repair or Maintenance	World for Tropical Botany, Emergency Phones	Install emergency telephones in Classrooms 102, 107, 206, 210A & 210B	\$ 610	\$ -	\$ 610	2	2	2026	
91	Small, < \$2M: Renovation, Repair or Maintenance	UHF Radio Communications Hardening	Upgrades & repairs to the UHF Radio Communications at all FIU campuses/locations	\$ 33,430	\$ -	\$ 33,430	8	8	2026	
92	Small, < \$2M: Renovation, Repair or Maintenance	Property Land Survey near Reagan House Facility	Property survey of the land site location for a potential building near the Reagan House Facility	\$ 1,297	\$ -	\$ 1,297	2	2	2026	
				\$ -	\$ -	\$ -				
			* Total Minor Carryforward As July 1, 2025 :	\$ 9,939,228	\$ 1,431,850	\$ 8,507,378				

Large Carryforward Projects¹

93	Large, > \$2M: Completion of Remodeling or Infrastructure	Biscayne Bay Coastal Conservation & Restoration Robotics Building	Supplemental funding to post a Public Notice of the approved Environmental Assessment regarding the floodplain as required as part of the NEPA process.	\$ 3,028	\$ -	\$ 3,028	2	2	2026	
94	Large, > \$2M: Completion of Remodeling or Infrastructure	Biscayne Bay Lift Station, Infrastructure	Replacement of existing lift station due to deficiencies from current and future campus conditions	\$ 134,390	\$ 124,247	\$ 10,144	6	6	2026	
94	Large, > \$2M: Renovation, Repair or Maintenance	Center for Translational Science at Port St. Lucie, Repair/Replacement	Roof Penthouse Lab Exhaust Fans replacements	\$ 771,038	\$ -	\$ 771,038	1	1	2026	
96	Large, Completion of a PECO project	College of Arts, Sciences & Education Building, Repairs/Renovation	Replacement of building enclosure components, doors windows, louvers and central air conditioning system	\$ 2,105,904	\$ -	\$ 2,105,904	5	5	2026	
97	Large, > \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Elevators Repairs/Upgrades	Repairs & Upgrade to aging elevators that are old and in need of modernization	\$ 1,621,627	\$ 1,574,290	\$ 47,337	3	2	2027	
98	Large, > \$2M: Renovation, Repair or Maintenance	Ocean Bank Convocation Center, Structural	Replace deteriorating exterior metal wall panels compromising the building envelope	\$ 2,700,000	\$ -	\$ 2,700,000	2	1	2027	
99	Large, > \$2M: Completion of Remodeling or Infrastructure	Operations/Utility, Labs, Expansion	Speed 3D Cold Spray Lab expansion	\$ 2,476,185	\$ -	\$ 2,476,185	1	1	2026	
100	Large, > \$2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Infrastructure	Correct code compliance issues in Electrical Rooms	\$ 3,200,000	\$ -	\$ 3,200,000	2	1	2027	
101	Large, > \$2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Retrofit	Professional fees to retrofit exterior windows for hurricane protection	\$ 536,661	\$ -	\$ 536,661	5	5	2026	
102	Large, Completion of a PECO project	School of International & Public Affairs II, Rooms, Infrastructure	AV equipment from FIU Media Technology & PantherTech	\$ 11,720	\$ -	\$ 11,720	5	5	2026	
103	Large, Completion of a PECO project	Innovation II (aka Engineering II)	To complete the interdisciplinary program of Innovation Phase I, to construct classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces.	\$ 4,381,459	\$ -	\$ 4,381,459	2	1	2027	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2025, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F)	Restricted	(G)	Carryforward Expenditure Timeline			Comments/Explanations
						To Restricted Balance on July 1, 2025	To Committed Balance on July 1, 2025	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
			* Total Major Carryforward As July 1, 2025 :	\$ 17,942,012	\$	1,698,536	\$ 16,243,476				
			Fixed Capital Outlay Totals :	\$ 27,881,240	\$	3,130,386	\$ 24,750,854				
			* Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.								

1. As defined in Board of Governors Regulation 14.003.

2. Amount deducted from July 1, 2025, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).

Finance and Facilities Committee

University Facilities Reserves

Additional Amounts Contributed From July 1, 2025 Beginning E&G Carryforward Balance

Pursuant to s. 1001.706(12) F.S. and Board of Governors Regulation 14.002

	Specific Project/Facility Title/Number	Additional Description of Project/Facility	Amount Added to Facility Reserves From FY25 Beginning E&G Carryforward Balance
1.	BT 931 College of Arts, Sciences & Education, Renovation/Repair	Replacement of building enclosure components, doors windows, louvers and central air conditioning system	\$ 200,000.00
2.			\$ -
3.			\$ -
4.			\$ -
5.			\$ -
6.			\$ -
7.			\$ -
8.			\$ -
9.			\$ -
10.			\$ -
Total Capital Facilities Reserves as of July 1, 2025 : *			<u><u>\$ 200,000.00</u></u>

*Note: Should agree with line F on the "Summary" tab.

Finance and Facilities Committee
12% Commitment to PECO Projects or Deferred Maintenance
Amounts Contributed From July 1, 2025 Beginning E&G Carryforward Balance
Pursuant to s. 1011.45(3), F.S.

	Specific Project/Facility Title/Number	Additional Description of Project/Facility	Amount Committed to PECO Projects or Deferred Maintenance From FY25 Beginning E&G Carryforward Balance
1.	BBC Academic 1, Structural Repairs	Deferred Structural Repairs of exterior concrete spalling	\$ 100,000
2.	BBC Academic 2, Labs Maintenance/Repairs	Deferred Maintenance/Repairs of deteriorating Chemistry Labs 343 & 344	\$ 682,185
3.	BBC Central Utilities, Maintenance/Repairs	Deferred Maintenance/Repairs to replace aging isolation valve & pvc on outside of Cooling Towers	\$ 250,000
4.	BBC Hubert Library, Structural Repairs	Deferred Maintenance/Repairs of storefronts due to water infiltration	\$ 161,943
5.	BBC Marine Sciences, Structural Repairs	Deferred Structural Repairs of exterior concrete spalling	\$ 100,000
6.	BBC S01 (Central Receiving), Structural Repairs	Deferred Structural Repairs identified in the University's Recertification process	\$ 49,969
7.	BBC S02 Building (Public Safety), Structural Repairs	Deferred Structural Repairs identified in the University's Recertification process	\$ 39,207
8.	MMC Academic Health Centers 3 & 4, Infrastructure	Deferred Infrastructure Repairs to replace Phoenix valves to improve indoor air quality affecting labs & Animal Care Facility	\$ 223,752
9.	MMC Academic Health Center 4, Infrastructure	Deferred Infrastructure Repairs to replace feeder tank to complete repair of the boiler	\$ 181,279
10.	MMC Campus Support Complex, Structural Repair	Deferred Structural Repairs to remediate exterior building envelop due to water intrusion	\$ 1,400,000
11.	MMC Ryder Business, Structural Repair	Deferred Structural Repairs to remediate exterior building envelop due to water intrusion	\$ 566,701
12.	Center for Translational Sciences, Infrastructure	Deferred Infrastructure Repairs to replace deteriorated boiler	\$ 567,588
13.	Engineering Center, Structural Repairs	Deferred Structural Repairs needed for building envelope concrete spalling and water intrusion	\$ 1,500,532
14.	Engineering Center, Maintenance & Repairs	DeferredMaintenance/Repair for application of roof coating to extend the life expectancy of the existing roof	\$ 980,000
15.	Engineering Center, Maintenance & Repairs	Deferred Maintenance/Repairs for replacement of nose treads in stairwells causing a life safety issue	\$ 200,000
16.	MMC Patricia & Phillip Frost Art Museum, Roof Repairs	Deferred Maintenance/Repairs of existing roof & application of roof coating to extend the life expectancy	\$ 139,965
17.	MMC Steven & Dorothea Green Library, Maintenance/Repairs	Deferred Maintenance/Repairs to replace deteriorated flooring due to aging & high traffic volume	\$ 1,500,000
18.	MMC Steven & Dorothea Green Library, Maintenance/Repairs	Deferred Maintenance/Repairs to replace aging & deteriorated ceiling grids & tiles throughout the building	\$ 500,000
19.	MMC Central Utilities Chiller Plant, Maintenance/Repairs	Deferred Maintenance/Repairs for critical ugrade to Chiller 5 to bring back to optimal operation & prevent costly replacement	\$ 65,500
20.	MMC Central Utilities Chiller Plant, Maintenance/Repairs	Deferred Maintenance/Repairs for critical upgrade to Chiller 4 to bring back to optimal operation & prevent costly replacement	\$ 150,000
21.	MMC Central Utilities Chiller Plant, Maintenance/Repairs	DeferredMaintenance/Repairs for critical upgrade to Chiller 2 to bring back to optimal operation & prevent costly replacement	\$ 150,000
22.	MMC Central Utilities Chiller Plant, Maintenance/Repairs	Deferred Maintenance/Repairs to replace aging/deteriorating cooling towers fill to increase cooling capacity & less operating cost at CT's 1,2,3	\$ 150,000
23.	MMC Central Utilities Chiller Plant, Maintenance/Repairs	Deferred Maintenance/Repairs to replace aging/deteriorating cooling towers fill to increase cooling capacity & less operating cost at CT's 10,11,12	\$ 150,000
24.	MMC Central Utilities Chiller Plant, Maintenance/Repairs	Deferred Maintenance/Repairs to replace aging/deteriorating cooling towers fill to increase cooling capacity & less operating cost at CT's 7,8,9	\$ 150,000
25.	MMC Central Utilities Chiller Plant, Maintenance/Repairs	Deferred Maintenance/Repairs to replace aging/deteriorating cooling towers fill to increase cooling capacity & less operating cost at CT's 4,5,6	\$ 150,000
26.	MMC Central Utilities Chiller Plant, Infrastructure	Deferred Maintenance/Repairs to remove & replace corroded steel piping	\$ 400,000
27.	MMC Central Utilities Chiller Plant, Control Sysytem	Deferred Maintenance/Repairs upgrade the automation programming of the Plant's Control System to increase efficiency	\$ 35,000
28.	MMC Multiple Facilities, Elevators Code Compliance	Deferred Maintenance/Repairs to install elevator door lock monitoring devices to conform with Code Compliance Rrequirements in various buildings	\$ 328,780
29.	MMC Multiple Facilities , Fire Alarm Maintenance/Repairs	Deferred Maintenance/Repairs to fire alarms required by the State Fire Marshal invarious buildings	\$ 21,083
30.	MMC Ocean Bank Convocation Center, Maintenance/Repairs	Deferred Maintenance/Repairs to add variable frequency drives to A/C roof units to prevent a costly replacement of the units	\$ 50,000
31.	MMC Ocean Bank Convocation Center, PECO Supplement	PECO supplement to Deferred Building Maintenance for interior/emergency lighting improvements	\$ 51,992
32.	EC Operations/Utility Building, Structural Repairs	DeferredStructural Repairs for exterior concrete, waterproofing, finishes & required electrical work	\$ 1,520,000
33.	MMC Rafael Diaz-Balart Hall, Roof Repairs	Deferred Maintenance/Repairs & roof coating to extend the life of the existing roof structure	\$ 433,000
34.	MMC Reagan House Facility, Infrastructure	Deferred Instructure Repairs to remove and replace aging generator due to a DERM Code Compliance issue	\$ 700,000
35.	MMC Viertes Haus, Lab Infrastructure	Deferred Infrastructure Repairs to Lab 151 for required exhaust snorkels, safety window, gas monitoring/sensor systems	\$ 38,746
36.	Miami Beach Wolfsonian Museum, Infrastructure	Deffered Infrastructure Repairs for building structural & roof repairs plus upgraded fire protection system	\$ 165,575
37.	MMC Chemistry & Physics, Infrastructure	Deferred Infrastructure HVAC controls conversion & system repairs	\$ 189,578
38.	MMC Innovation 1 Building Phase 1, PECO Supplement	PECO supplemental funding for the construction of a new 120,695gsf Innovation 1 building (a/k/a Engineering 1)	\$ 366,259
			\$ -
Total Amount Committed to PECO Projects or Deferred Maintenance of July 1, 2025 : *			<u>\$ 14,408,634.00</u>

*Note: Should agree with line H on the "Summary" tab.

Finance and Facilities Committee MEDICAL SCHOOL

2025-2026 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)

Pursuant to 1011.45, Florida Statutes

July 1, 2025

			Budget				Project Timeline			Comments/Explanations
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2025	COMMITTED Committed Balance as of July 1, 2025	E&G Carryforward Amount Budgeted for Expenditure During FY26	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1	Restricted by Appropriations	Primary Care Residency Program	\$2,863,037	\$2,863,037	\$-	\$508,896	10	5	2031	Residents expenditures for full complement (18 medical residents) in HWCOM-VAHCS* Internal Medicine Resident program. Inaugural class of FIU-Baptist Residency commenced training July 2025, accordingly program cost for Graduate Medical Education Office are included.
2	Student Financial Aid	Medical students need and merit based admissions scholarships	\$1,950,523	\$1,950,523	\$-	\$1,950,523	1	1	2026	
3	Student Financial Aid	Academic and Student Support Scholarship	\$1,800,000	\$1,800,000		\$1,800,000	3	3	2026	Scholarship commitments to existing awardees for FY 2024-25 and FY 2025-26
4	Student Financial Aid	PhD Stipend/Tuition Support	\$541,711	\$541,711	\$-	\$541,711	1	1	2026	
5	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Professional Development and workforce management initiatives	\$464,876	\$-	\$464,876	\$464,876	1	1	2026	Non-recurring faculty travel and staff professional development \$251K; RISE awards \$14K; Thrive Project Bridge Funding \$200k
6	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research - C. Dimitroff	\$125,000	\$125,000	\$-	\$125,000	1	1	2026	Final extension on start-up fund balance
7	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - S. Aggarwal	\$640,000	\$640,000	\$-	\$640,000		2		fixed commitment for period of employment
8	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - K. Chandler	\$228,000	\$228,000	\$-	\$114,000	3	2	2027	
9	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - A. Vashist	\$3,857	\$-	\$3,857	\$3,857	1	1	2026	Final extension on start-up fund balance
10	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - H.Chand	\$1,000,000	\$1,000,000	\$-	\$500,000	3	1	2028	
11	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - A. Yndart Arias	\$4,116	\$-	\$4,116	\$4,116	1	1	2026	Final extension on start-up fund balance
12	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - S. Chinnapaiyan,	\$350,000	\$350,000	\$-	\$150,000	3	1	2028	Promotion
13	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - M. Rodriguez Martinez,	\$350,000	\$350,000	\$-	\$150,000	3	1	2028	Promotion
14	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for new research faculty	\$2,600,000	\$-	\$2,600,000	\$650,000	3	1	2028	new faculty recruitment with FY2026 hire date
15	Information Technology (ERP, Equipment, etc.)	Technology equipment purchases, repairs and new software	\$293,790	\$-	\$293,790	\$293,790	1	1	2026	
16	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Employee bonuses (recruitment, retention and project-related incentives)	\$250,000	\$-	\$250,000	\$250,000	1	1	2026	
16	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Repairs, maintenance of classrooms and furniture for HWCOM occupied space in Academic Health Center I&II building	\$626,291	\$-	\$626,291	\$626,291	1	1	2026	Facilities repairs, furniture for HWCOM occupied space in Academic Health Center I&II building
17	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Lab Space outfitting in Innovation 1, Engineering Bldg & Office Space Planning	\$750,000	\$-	\$750,000	\$300,000	2	1	2027	Lab Space - Innovation 1, Engineering Bldg per signed MOU
18	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional Services	\$418,000	\$-	\$418,000	\$418,000	2	2	2026	Services related to 2025 LCME Accreditation visit, ongoing development of Clinical Affiliation/Partnership and medical center
Total as of July 1, 2025: *			\$15,259,202	\$9,848,271	\$5,410,931	\$9,491,060				

*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

Finance and Facilities Committee MEDICAL SCHOOL

2025-2026 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2025

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2025, E&G Carryforward Operating Balance Provided to FCO Project ² (F+G)	(F)	Restricted	(G)	Committed	Carryforward Expenditure Timeline			Comments/Explanations
					To Restricted Balance on July 1, 2025	To Committed Balance on July 1, 2025	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)			
Small Carryforward Projects ¹												
1	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center, Study	Program assessment study for utilization & space planning	\$ 1,245	\$ -	\$ 1,245	3	3	2026			
2	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 1, Repairs	Correct electrical load issues in Room 435	\$ 94	\$ -	\$ 94	2	2	2026			
3	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Repairs	Relocate fire alarm devices in 155W3, 651W3 & 680W1	\$ 5,925		\$ 5,925	1	1	2026			
4	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Renovation	Renovate storage & provide metro shelving in Room 161	\$ 3,815	\$ -	\$ 3,815	3	3	2026			
5	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Repairs	Conduit for security camera in AHC2 165	\$ 1,733		\$ 1,733	1	1	2026			
6	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Renovation	Remodel/Convert Lab 260 into an Active Learning Classroom	\$ 17,316	\$ 357	\$ 16,958	3	3	2026			
7	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Upgrades	Media upgrades in Rooms 351 & 397	\$ 72	\$ -	\$ 72	6	6	2026			
8	Small, < \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Renovation	Renovate Dean's Suites 691 & 694	\$ 15,662	\$ -	\$ 15,662	4	4	2026			
9	Small, < \$2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Remode	Remodel Medical Library Study Rooms 330, 361, 362 & 380 to facilitate Special Needs Testing	\$ 938,658	\$ 870,374	\$ 68,284	3	3	2026			
				* Total Minor Carryforward As July 1, 2025 :	\$ 984,519	\$ 870,731	\$ 113,788					
Large Carryforward Projects ¹												
10	Large, > \$2M: Renovation, Repair or Maintenance	Academic Health Center 2, Rooms Renova	Renovate/Expand Anatomy Lab Rooms 155-160	\$ 365,421	\$ -	\$ 365,421	6	6	2026			
				\$ -	\$ -	\$ -						
				* Total Major Carryforward As July 1, 2025 :	\$ 365,421	\$ -	\$ 365,421					
Fixed Capital Outlay Totals :				\$ 1,349,940	\$ 870,731	\$ 479,209						
* Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.												

1. As defined in Board of Governors Regulation 14.003.

2. Amount deducted from July 1, 2025, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).



2025-2026 Operating Budget & E&G Carryforward Spending Plan

University Name: Florida International University

2025-2026 Operating Budget & E&G Carryforward Spending Plan Certification Representations

I hereby certify to the Board of Governors that the referenced 2025-2026 Operating Budget and E&G Carryforward Spending Plan provided to the Board of Governors in accordance with my fiduciary responsibility to the university are true and materially correct to the best of my knowledge. I further certify that these documents have been reviewed and approved by the Board of Trustees at its meeting held on September 18, 2025, and that funds will only be expended in accordance with the approved budget as well as all applicable Statutes, Board of Governors' Regulations, and university regulations. I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements may render this certification void. My signature below acknowledges that I have read and understand these statements.

Certification: _____ Date _____
Chief Financial Officer

Certification: _____ Date _____
President

I certify that the above-referenced university documents for fiscal year 2025-2026 have been approved by the University Board of Trustees and are true and materially correct to the best of my knowledge.

Certification: _____ Date _____
Board of Trustees Chair

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Select Year: 2024 ▼ Go

The 2024 Florida Statutes (including 2025 Special Session C)

[Title XLVIII](#)

[Chapter 1011](#)

[View Entire Chapter](#)

EARLY LEARNING-20 EDUCATION CODE

PLANNING AND BUDGETING

1011.45 End of year balance of funds.—Unexpended amounts in any fund in a university current year operating budget shall be carried forward and included as the balance forward for that fund in the approved operating budget for the following year.

(1) Each university shall maintain a minimum carry forward balance of at least 7 percent of its state operating budget; however, a university may retain and report to the Board of Governors an annual reserve balance exceeding that amount. If a university fails to maintain a 7 percent balance in state operating funds, the university shall submit a plan to the Board of Governors to attain the 7 percent balance of state operating funds within the next fiscal year.

(2) Each university that retains a state operating fund carry forward balance in excess of the 7 percent minimum shall submit a spending plan for its excess carry forward balance. The spending plan shall be submitted to the university's board of trustees for review, approval, or, if necessary, amendment by September 30, 2020, and each September 30 thereafter. The Board of Governors shall review, approve, and amend, if necessary, each university's carry forward spending plan by November 15, 2020, and each November 15 thereafter.

(3) A university's carry forward spending plan must include the estimated cost per planned expenditure and a timeline for completion of the expenditure. A carry forward spending plan may include retention of the carry forward balance as a reserve fund to be used for authorized expenses in subsequent years. Authorized expenditures in a carry forward spending plan may include:

(a) Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by s. [1001.706\(12\)\(d\)](#);

(b) Completion of a renovation, repair, or maintenance project that is consistent with s. [1013.64\(1\)](#) or replacement of a minor facility;

(c) Completion of a remodeling or infrastructure project, including a project for a developmental research school, if such project is survey recommended pursuant to s. [1013.31](#);

(d) Completion of a repair or replacement project necessary due to damage caused by a natural disaster for buildings included in the inventory required pursuant to s. [1013.31](#);

(e) Operating expenditures that support the university's mission;

(f) Any purpose specified by the board or in the General Appropriations Act, including the requirements in s. [1001.706\(12\)\(c\)](#) or similar requirements pursuant to Board of Governors regulations; and

(g) A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. [252.36](#).

(4) Annually, by September 30, the chief financial officer of each university shall 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 of the previous fiscal year.

(5) A university may spend the minimum carryforward balance of 7 percent if a demonstrated emergency exists and the plan is approved by the university's board of trustees and the Board of Governors.

History.—s. 640, ch. 2002-387; s. 15, ch. 2019-103; s. 184, ch. 2020-2; s. 16, ch. 2020-117; s. 3, ch. 2023-95; s. 1, ch. 2024-124.

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9.007 State University Operating Budgets and Requests

(1) Each university president shall prepare an operating budget, including an Education & General (E&G) Carryforward Spending Plan, for approval by the university board of trustees in accordance with instructions, guidelines and standard formats provided by the Board of Governors.

(2) Each university board of trustees shall adopt an operating budget, including an E&G Carryforward Spending Plan, for the general operation of the university as prescribed by the regulations of the Board of Governors. The university board of trustees-ratified operating budget and E&G Carryforward Spending Plan must be presented to the Board of Governors for approval by a date established by the Chancellor. Each university president shall implement the operating budget and E&G Carryforward Spending Plan of the university as prescribed by Florida Statutes, regulations of the Board of Governors, policies of the university board of trustees, provisions of the General Appropriations Act, and data reflected within the State University System Allocation Summary and Workpapers publication.

(3) The operating budgets of each state university shall consist of the following budget entities:

- (a) Education and General (E&G)– reports actual and estimated fiscal year operating revenues and expenditures for all E&G funds, including: General Revenue, Student and Other Fees Trust Fund, Educational Enhancement Trust Fund (Lottery), and the Phosphate Research Trust Fund. In addition, expenditures from university E&G carryforward funds (unexpended balances from all prior-period E&G appropriations) shall be included in the actual history fiscal year reporting. University budgeted E&G carryforward funds shall be reported in the E&G Carryforward Spending Plan Report.
 1. Otherwise by law, E&G funds are to be used for E&G activities only, such as, but not limited to, general instruction, research, public service, plant operations and maintenance as defined in Board of Governors guidelines, furniture, fixtures, and equipment, student services, libraries, administrative support, minor capital projects not to exceed \$1 million per individual project, and other enrollment-related and stand-alone operations of the universities.
 2. Universities shall accumulate ending E&G fund balances for activities such as those outlined in paragraph (3)(a)(4)4. If at any time, the unencumbered available balance in the E&G fund of the university board of trustees approved operating budget falls below seven (7) percent of the approved total, the university shall provide a written

notification and plan to the Board of Governors to attain a seven (7) percent balance of state operating funds within the next fiscal year.

3. Each university that retains a state operating fund carryforward balance in excess of the seven (7) percent minimum shall submit an E&G Carryforward Spending Plan for its excess carryforward balance. The Carryforward Spending Plan shall be submitted to the university's board of trustees for review, approval, or if necessary, amendment by September 30, 2020, and each September 30 thereafter. The Board of Governors shall review, approve, and amend, if necessary, each university's E&G Carryforward Spending Plan by November 15, 2020, and each November 15 thereafter.
4. A university's E&G Carryforward Spending Plan shall include the estimated cost per planned expenditure and a projected timeline for completion of the expenditure. Authorized expenditures in an E&G Carryforward Spending Plan may include:
 - a. Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by section 1001.706(12)(d), Florida Statutes;
 - b. Completion of a renovation, repair, or maintenance project (as defined in Board Regulation 14.001) that is consistent with section 1013.64(1), Florida Statutes, or replacement of a minor facility;
 - c. Completion of a remodeling or infrastructure project (as defined in Board Regulation 14.001), including a project for a developmental research school, if such project is survey recommended pursuant to section 1013.31, Florida Statutes;
 - d. Completion of a repair or replacement project necessary due to damage caused by a natural disaster for buildings included in the inventory required pursuant to section 1013.31, Florida Statutes;
 - e. Operating expenditures that support the university's mission;
 - f. Any purpose specified by the university board of trustees, including funding dedicated to maintenance reserve escrow accounts pursuant to Board Regulation 14.002 and Section 1001.706(12)(c)1., Florida Statutes, or in the General Appropriations Act; and
 - g. A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. 252.36, Florida Statutes.
5. Annually, by September 30, the chief financial officer of each university shall certify the unexpended amount of funds appropriated to the university from the General Revenue Fund, the Educational Enhancement Trust Fund, and the Student and Other Fees Trust Fund as of June 30 of the previous fiscal year.

6. A University may spend the minimum carryforward balance of seven (7) percent if a demonstrated emergency exists and the plan is approved by the university's board of trustees and the Board of Governors.
 7. Expenditures from any source of funds by any university shall not exceed the funds available. No expenditure of funds, contract, or agreement of any nature shall be made that requires additional appropriation of state funds by the Legislature unless specifically authorized in advance by law or the General Appropriations Act.
 8. The following units are required to report under this budget entity:
 - State Universities
 - UF - Institute of Food and Agricultural Sciences
 - UF Health Science Center
 - USF Medical Center
 - FSU Medical School
 - UCF Medical School
 - FIU Medical School
 - FAU Medical School
 - FAMU-FSU College of Engineering
 - Florida Postsecondary Comprehensive Transition Program (UCF)
 - Enterprise Cybersecurity Resiliency (USF)
 - Community School Grant Program (UCF)
- (b) Contracts and Grants – reports actual and estimated year revenues, expenditures, and positions for university functions which are supported by foundations, various state and federal agencies, local units of governments, businesses, and industries. Universities shall comply with all applicable federal, state, local, and university regulations and guidelines as they relate to grants, contracts, and sponsored research programs.
- (c) Auxiliary Enterprises – reports actual and estimated year revenues, expenditures, and positions for self-supporting functions such as, but not limited to, parking services, housing, bookstore operations, and food services.
- (d) Local Funds – reports actual and estimated year revenues, expenditures, and positions for the following specific areas:
1. Student Activities – revenues generated primarily from the activity and service fee each university is authorized to charge its students as a component of the mandatory fee schedule. Activities commonly supported by these revenues include student government, cultural events, student organizations, and intramural/club events.

2. Intercollegiate Athletics – revenues generated from the student athletic fee that each university is authorized to collect as a component of the mandatory fee schedule, and from other sources including ticket sales, radio/TV, bowl games, and tournament revenues.
 3. Concession Fund – revenues generated from various vending activities located around the campuses. The university's budget must reflect the various departments/activities on each campus which benefit from receipt of these funds.
 4. Student Financial Aid – revenues received by the university for loans, grants, scholarships, and other student financial aid. Expenditures of these funds must be reported by activities such as externally-funded loans, student scholarships, need-based financial aid, academic-based financial aid, and athletic grants/scholarships.
 5. Technology Fee – revenues generated from the technology fee that a university is authorized to charge its students as a component of the mandatory fee schedule. Proceeds from this fee shall be used to enhance instructional technology resources for students and faculty.
 6. Board-Approved Fees – student fees presented to the Board of Governors for approval by a university board of trustees that are intended to address a student need not currently being met through existing university services, operations, or another fee.
 7. Self-Insurance Programs – revenues received by the university from entities and individuals protected by the self-insurance programs. This budget must reflect expenditures related to the administration of the self-insurance programs and the judgments or claims arising out of activities for which the self-insurance program was created.
- (e) Faculty Practice Plan – related to the activities for the state universities' medical schools and health centers. This budget must be designed to report the monetary level of clinical activity regarding the training of students, post-graduate health professionals, and medical faculty.
- (4) The operating budgets of each university shall represent the following:
- (a) The university's plan for utilizing the resources available through direct or continuing appropriations by the Legislature, allocation amendments, or from local sources including student tuition and fees. The provisions of the General Appropriations Act and the State University System Allocation Summary and Workpapers publication will be taken into consideration in the development and preparation of the E&G data.
 - (b) Actual prior-year revenues, expenditures (including E&G carryforward amounts expended), and positions, as well as current-year estimated revenues, expenditures, and positions. University E&G carryforward funds shall be budgeted in the E&G Carryforward Spending Plan.

- (c) Assurance that the universities are in compliance with general legislative intent for expenditure of the appropriated state funds and with the Board of Governors' regulations, guidelines and priorities for all funding sources.

(5) Any earnings (interest, investment, or other) resulting from the investment of current-year E&G appropriations are considered to be of the same nature as the original appropriations and are subject to the same expenditure regulations as the original appropriations. E&G earnings are not to be utilized for non-E&G related activities or for fixed capital outlay activities except as provided by law. Earnings resulting from invested E&G carryforward funds are considered to be additions to the university's E&G carryforward balance and shall be expended in accordance with section (3)(a) of this regulation.

Anticipated earnings for the estimated year from invested E&G funds should not be included when building the detailed operating budget schedules. Estimated-year E&G earnings and planned expenditures of these funds should only be reported on the manually-prepared E&G Schedule I and Summary Schedule I reports.

(6) Any unexpended E&G appropriation carried forward to the fund balance in a new fiscal year shall be utilized in support of E&G activities only unless otherwise provided by law.

(7) Any amendments to the approved E&G Carryforward Spending Plan during the fiscal year shall be reported to the Board of Governors for a time period and in a format as prescribed by the Chancellor. The approved or amended E&G Carryforward Spending Plan should be used to track actual E&G Carryforward expenditures during the fiscal year to ensure compliance with the spending plan.

(8) Each university board of trustees may submit to the Chancellor's Office annually a Legislative Budget Request for operations. Such requests shall be made in accordance with the fiscal policy guidelines, formats, instructions, and schedule provided by the Chancellor.

Authority: Section 7(d), Art. IX, Fla. Const., History: New 12-6-07, Amended 11-21-13, 9-22-16, 10-30-19, 9-16-20, 8-26-22, 5-10-23, 9-8-23

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IRS: Carry Forward Spending Plan (July 2025 - June 2026)

From SUS-Submissions@flbog.edu <SUS-Submissions@flbog.edu>

Date Tue 06/24/2025 9:48 AM

To sus-dataadmin@famu.edu <sus-dataadmin@famu.edu>; sus-dataadmin@fau.edu <sus-dataadmin@fau.edu>; sus-dataadmin@fgcu.edu <sus-dataadmin@fgcu.edu>; SUS Data Admin <susdataadm@fiu.edu>; Sus-dataadmin@floridapoly.edu <Sus-dataadmin@floridapoly.edu>; sus-dataadmin@fsu.edu <sus-dataadmin@fsu.edu>; sus-dataadmin@ncf.edu <sus-dataadmin@ncf.edu>; sus-dataadmin@ucf.edu <sus-dataadmin@ucf.edu>; sus-dataadmin@aa.ufl.edu <sus-dataadmin@aa.ufl.edu>; sus-dataadmin@unf.edu <sus-dataadmin@unf.edu>; sus-dataadmin@usf.edu <sus-dataadmin@usf.edu>; sus-dataadmin@uwf.edu <sus-dataadmin@uwf.edu>

Cc tmcknight@floridapoly.edu <tmcknight@floridapoly.edu>; jdjerlek@uwf.edu <jdjerlek@uwf.edu>; aheflin@ncf.edu <aheflin@ncf.edu>; bsottilleroe@floridapoly.edu <bsottilleroe@floridapoly.edu>; pfarley@floridapoly.edu <pfarley@floridapoly.edu>; lynn.gonzalez@ucf.edu <lynn.gonzalez@ucf.edu>; gerald.hector@ucf.edu <gerald.hector@ucf.edu>; tim.jones@flbog.edu <tim.jones@flbog.edu>; jacquelyn.daigneault@ucf.edu <jacquelyn.daigneault@ucf.edu>; galchenko@usf.edu <galchenko@usf.edu>; sbennett@unf.edu <sbennett@unf.edu>; bbowers@uwf.edu <bbowers@uwf.edu>; chrissy.rojas@flbog.edu <chrissy.rojas@flbog.edu>; gkolb@ufl.edu <gkolb@ufl.edu>; jcondon@usf.edu <jcondon@usf.edu>; dvazquez@fgcu.edu <dvazquez@fgcu.edu>; m.mcguire@unf.edu <m.mcguire@unf.edu>; cfitzpatrick <cfitzpatrick@NCF.EDU>; Janet Medina <jmedina@fiu.edu>; sarah.denagy@flbog.edu <sarah.denagy@flbog.edu>

 2 attachments (124 KB)

Budget Certification - 2025-26.docx; 2025-26_E&G_Carryforward_SP_Template_2.0.xlsx;

**Note: This message originated from outside the FIU
Faculty/Staff email system.**



MEMORANDUM

DATE: Tuesday, June 24, 2025
TO: Institutional Data Administrators
FROM: Mr. Tim Jones, Senior Vice Chancellor, Finance/ Administration and CFO
SUBJECT: Carry Forward Spending Plan (July 2025 - June 2026)
DUE DATE: **Wednesday, October 1, 2025**

**Please note that the original memo and/or the template(s) sent on Monday, June 2, 2025, have
been modified.**

Version 2 of Carry Forward Spending Plan (July 2025 - June 2026).

Pursuant to section 1011.45(2), Florida Statutes, each university that retains a state operating fund carryforward balance in excess of the 7 percent minimum shall submit a Carryforward Spending Plan to the Board of Governors. The Carryforward Spending Plan must be approved by each university's Board of Trustees on or before September 30, 2025.

The required documents for this submission are as follows:

- **University E&G Carryforward Spending Plan** (Regulation 9.007)
- **Certification Document** (This certification may be used to comply with section 1011.45, Florida Statutes, which requires the CFO to certify unexpended funds annually by September 30.)

Please note:

- This request has now been separated from the Fixed Capital Outlay Budget request, which will come as a separate data request.
- We have added an "Instructions Tab" and a "Check Tab" to the template. Please read these tabs, as they will help streamline the review process.
- **The template has now been modified to include a new 12% spending requirement contained in SB 2502, Implementing the 2025-2026 General Appropriations Act. This requirement will expire after one year unless the legislature makes it a permanent change next session. Additionally, the implementing bill is still pending the Governor's approval.**

Please send your response to the Board office using the [Information Requests System](#) by **Wednesday, October 1, 2025**.

If you have any questions, please contact Mrs. Chrissy Rojas at chrissy.rojas@flbog.edu or Mr. Roger Strickland at roger.strickland@flbog.edu.

cc:

Mrs. Sarah deNagy
Mrs. Rachel Kamoutsas
Mr. Kevin Pichard
Mr. Roger Strickland
SUS Budget Officers
SUS CAFA



Funding Certification Form

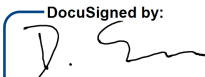
This form is required by the FIU Board of Trustees (“BOT”) and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Approval of 2025-2026 Education and General Carryforward Spending Plan, and Related Certification

Funding Source(s):

Fund Code	Fund Code Description
211	E&G University Carryforward
241	E&G College of Medicine Carryforward

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:

2DC9CD729AD24D4...

David H. Snider, Interim Senior Vice President
and Chief Financial Officer

9/10/2025

Date

DocuSigned by:

7E5CB9F9E1654F6...

Carlos B. Castillo, General Counsel

9/10/2025

Date

Signed by:

8623B27F0C8143D...

Jeanette M. Nuñez, President

9/11/2025

Date

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September 18, 2025

Subject: Approval of 2025-26 Fixed Capital Outlay Budget

Proposed Action:

Florida International University Board of Trustees (BOT) approval of Florida International University's (FIU) 2025-26 Fixed Capital Outlay Budget in accordance with State University System of Florida Board of Governors (BOG) Regulation 14.003 Fixed Capital Outlay Projects – University Budgeting Procedures; and authorize the University President to amend the BOT Fixed Capital Outlay Budget as necessary and report to the BOT and BOG any amendments to the spending plans in a format prescribed by the Chancellor of the BOG.

Background Information:

The 2025-26 Fixed Capital Outlay Budget includes both new projects as well as projects previously approved and authorized by the BOT and BOG where expenditures will take place in 2025-26.

The Fixed Capital Outlay (FCO) projects are listed in the following categories:

- Education & General (E&G) Operating Projects
- Carryforward (CF) - Small Projects
- Carryforward (CF) – Large Projects
- State Appropriated Projects
- Non-Appropriated Projects

FCO projects acquired, constructed, and owned by a University Organization or under a Public Private Partnership are not included in the FCO Budget.

New projects not previously included in prior year's schedules include the following:

Carryforward Projects

- New funding for critical deferred maintenance and infrastructure, including the following projects which are over \$2M:
 - Primera Casa Electrical Rooms Code Compliance Upgrades
 - Ocean Bank Convocation Center Metal Panel Replacement
- Center for Translational Science (CTS) Roof Exhaust Fan Replacement

Non-Appropriated Projects

- Lakeview North and South Stucco and Paint
- University Towers Kitchen and Vanity Remodel

In accordance with BOG instructions, FIU's Fixed Capital Outlay Budget identifies the following items for each FCO project:

<i>Project Title/Name:</i>	Title or name of all currently active and all proposed FCO projects
<i>Project Description:</i>	Description of the project
<i>Total Project Budget Allocation:</i>	Anticipated hard and soft costs to complete the facility
<i>Funding Source and Amount:</i>	Authorized and available for the project
<i>Funds Expended Since Inception:</i>	Amount expended prior to June 30, 2025
<i>Funds to be Expended this Year:</i>	Amount expenditures planned for 2025-26
<i>Remaining Balance:</i>	Estimated balance as of June 30, 2026
<i>Projected Timeline:</i>	Start date and estimated completion date

Supporting Documentation:	University Fixed Capital Outlay Budget BOG Regulation 14.003, Fixed Capital Outlay Projects— University Budgeting Procedures Funding Certification Form

Facilitator/Presenter:	David H. Snider

Florida International University

FIXED CAPITAL OUTLAY BUDGET for Fiscal Year 2025-26

(per s. 1013.61, F.S. and Board Reg. 14.003)

University Contact:

Edward Brozic

brozice@fiu.edu

(305) 348-4008

[name]

[email & phone]

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	Education & General (E&G) Operating Projects ¹			\$0	E&G Operating Funds	\$0	\$0	\$0	\$0	Not Applicable		These are current year funds to be spent in the current year.
	Dedicated Reserves For Future Maintenance ²			\$200,000	Escrow Reserve	\$200,000	\$0	\$0	\$200,000	Not Applicable		These reserves are expected to be spent in the current year, and will fund 12 maintenance projects.
	Carryforward (CF) - Small Projects ³			\$26,846,432	CF	\$26,846,432	\$6,321,869	\$20,524,563	\$0	Refer to detail in Carryforward Spending Plan		Includes projects identified under the 12% Commitment to PECO Projects or Deferred Maintenance
	Carryforward (CF) - Large Projects ⁴											
	Biscayne Bay Academic 2, Remodeling/Expansion	Remodeling and expansion of the STAR Center Rooms 245, 246A, 246B, 246C, 246D, 247, 248B, 249B & 249C	\$2,429,061	CF Total:	<u>\$2,429,061</u> \$2,429,061	\$1,751,433	\$677,628	\$0	10/7/2022	6/30/2026		
	Biscayne Bay Lift Station, Infrastructure	Replacement of existing lift station due to deficiencies from current and future campus conditions	\$2,716,458	CF PECO Office of Business & Finance Shared Services Auxiliary Total:	<u>\$1,596,124</u> \$190,549 <u>\$929,785</u> \$2,716,458	\$2,447,677	\$134,390	\$134,390	7/1/2020	6/30/2026		
	Chemistry & Physics, Infrastructure	HVAC controls conversion, remodeling upgrades & repairs	\$5,221,542	CF Total:	<u>\$5,221,542</u> \$5,221,542	\$5,002,643	\$218,899	\$0	10/1/2020	6/30/2026		
	Charles E. Perry Primera Casa, Rooms, Remodel/Renovation	Remodel & renovate 1st Floor area for Career Services relocation from the Student Academic Success Center	\$2,112,159	CF Office of Student Affairs Auxiliary Total:	<u>\$1,783,580</u> <u>\$328,580</u> \$2,112,160	\$771,128	\$1,341,031	\$0	6/12/2023	6/30/2026		
	Steven & Dorothea Green Library, Elevators Repairs/Upgrades	Repairs & Upgrade to aging elevators that are old and in need of modernization	\$2,335,082	CF Total:	<u>\$2,335,082</u> \$2,335,082	\$709,838	\$1,625,244	\$0	11/1/2024	6/30/2026		
	Ocean Bank Convocation Center, Structural	Replace deteriorating exterior metal wall panels compromising the building envelop	\$2,700,000	CF Total:	<u>\$2,700,000</u> \$2,700,000	\$0	\$2,700,000	\$0	10/1/2025	6/30/2026	New Project	
	Parking Garage 5, Rooms, Renovations & Expansion	Renovation/expansion to construct an Emergency Operations Center	\$8,366,957	CF (1) Office of Business & Finance Shared Services Auxiliary (2) Unrestricted Treasury Auxiliary Total:	2,527,404 \$1,127,974 <u>\$4,711,579</u> \$8,366,957	\$8,313,676	\$53,280	\$0	7/1/2020	12/31/2025	BT 923 Project Complete pending final closeout	
	Operations Utility, Labs, Expansion	Speed 3D Cold Spray Lab Expansion	\$2,767,781	CF ORED Facilities & Administrative Total:	2476185 <u>\$291,596</u> \$2,767,781	\$101,085	\$2,666,696	\$0	3/23/2023	6/30/2026		
	Charles E. Perry Primera Casa, Infrastructure	Correct code compliance issues in Electrical Rooms	\$3,200,000	CF Total:	<u>\$3,200,000</u> \$3,200,000	\$0	\$2,400,000	\$800,000	10/1/2025	12/31/2026	New Project	
	Academic Health Center 2, Rooms Renovate Lab	Renovate/Expand Anatomy Lab Rooms 155-160	\$1,576,323	CF Total:	<u>\$1,576,323</u> \$1,576,323	\$1,187,796	\$388,527	\$0	10/27/2022	6/30/2026		
Subtotal - CF Large Projects:					\$33,425,364	\$20,285,277	\$12,205,696	\$934,391				
State Appropriated Projects ^{5,7}												
					CF	\$4,546,000						
					PECO	\$38,907,641						
					(1) Unrestricted Treasury Auxiliary	\$23,975,915						
Innovation 1 (previously Engineering Building 1)	Supplemental funding due to construction cost escalation for a PECO project	\$74,468,274	(2) Unrestricted Treasury Auxiliary (HCN-Loan Repaid)	\$6,697,216	\$70,231,255	\$4,237,019	\$0	6/1/2022	12/31/2025	BT 919 Includes \$38,907,641 PECO Appropriations and \$4,546,000 CITF Appropriation		
					(3) Contracts & Grants	<u>\$341,502</u>						
					Total:	\$74,468,274						

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	College of Arts, Sciences & Education Building, Repairs/Renovation	Replacement of building enclosure components, doors windows, louvers and central air conditioning system	\$9,735,462	CF	\$2,585,462	\$6,686,461	\$3,049,001	\$0	5/9/2022	6/30/2026	BT 931 Includes \$2,585,462 CF Supplemental and \$7,150,000 PECO Appropriations (under SFRF Funding, Section 152)	
				PECO SFRF Section152	\$7,150,000							
				Total:	\$9,735,462							
	School of International & Public Affairs II, Rooms, Infrastructure	AV equipment from FIU Media Technology & PantherTech	\$39,608,872	CF	\$2,298,561	\$39,383,713	\$225,160	(\$0)	7/1/2020	2/1/2021	BT 887 Includes \$2,298,561 CF Supplement and \$12,701,439 PECO Appropriation	
				PECO	\$12,701,439							
				(1) FIU Online Auxiliary	\$5,534,299							
				(2) FIU Onlie E-Sport Auxiliary	\$1,794,371							
				(3) Division IT Auxiliary	\$30,202							
				(4) Miami-Dade Rescue Plan Funds	\$250,000							
				Donations	\$17,000,000							
	Total:	\$39,608,872										
	Wolfsonian Museum, Roof Replacement & Envelope Repairs	Supplemental funding to PECO & Auxiliary for roof replacement & envelope repairs	\$3,471,867	CF	557,321	\$3,132,792	\$339,075	\$0	7/1/2020	12/31/2025		
				PECO	\$2,144,546							
				Office of Business & Finance Shared Services Auxiliary	\$770,000							
	Academic Health Center 3 (a/k/a Nursing and Allied Health)	Nursing Program Building to include classrooms, labs, offices and work areas	\$44,603,031	PECO	\$44,099,402	\$44,542,645	\$60,386	\$0	9/9/2008	6/30/2026	BT 833 Donation funds remaining to be used for FF&E	
				Donation	\$303,629							
				Courtelis Match	\$200,000							
Tamiami Residence Hall Building and Outdoor Promenade	Completion of building punch list/close out negotiations	\$96,891,684	Total:	\$44,603,031	\$96,883,044	\$8,640	\$0	8/12/2011	12/31/2025	BT 892 Project Completed and financial reconciliation is in progress		
			CITF	\$3,000,000								
			(1) Housing Auxiliary	\$15,050,022								
			(2) Office of Business & Finance Shared Services Auxiliary	\$3,869,464								
			Bonds	\$74,947,684								
CF Prior	\$24,514											
Recreation Center Expansion	Expanded facility to include indoor basketball/volleyball gym, weight training room, added locker rooms, exterior basketball courts, sand volleyball courts, mezzanine level to include a jogging track, and refresh of the Tropical Smoothie Venue	\$28,428,873	Total:	96,891,684	\$28,428,520	\$354	\$0	3/28/2016	12/31/2025	BT 903 Project Completed and financial reconciliation is in progress		
			CITF	23,582,443								
			(1) Housing Auxiliary	600,000								
			(2) Activities & Services Fees Auxiliary	2,862,387								
			(3) Business Services Auxiliary	1,384,043								
Graham University Center Expansion	Project will increase the current ballroom footprint and add breakout rooms, green rooms, lounges, and storage space; also added is necessary student-use spaces/lounges and a Veterans and Military Affairs (VMA) & Reserve Officers Training Corps (ROTC) office suite	\$46,255,655	Total:	\$28,428,873	\$220,510	\$10,399,428	\$35,635,717	10/31/2024	10/31/2027	BT 921 Project is pending additional \$12,699,314 of CITF and \$1,822,415 of Donations		
			CITF	42,433,240								
			Donations	1,822,415								
Trish & Dan Bell Chapel and East Loop Road Realignment	The project will be to build a multi-faith chapel to accommodate the plurality of faiths and perspectives plus the required road realignment at SW 14th Street on MMC	\$38,523,478	Office of Student Affairs Auxiliary	2,000,000	\$27,146,066	\$11,377,412	\$0	3/30/2022	9/30/2026	BT 927 Chapel + BT 929 East Loop Road Realignment include \$3,519,655 of PECO SFRF (under Section 197) from the Deferred Building Maintenance Program Appropriation to extend the chilled water loop		
			Total:	\$46,255,655								
			PECO SFRF Section 197	\$3,519,655								
			CITF	\$3,000,000								
			Donation	\$25,897,748								
			(1) Unrestricted Treasury Auxiliary	\$3,444,286								
			(2) Office of Business & Finance Shared Services Auxiliary	\$2,636,499								
			(3) Parking & Transportation Auxiliary	\$12,277								
			(4) FIU Foundation	\$13,014								
			Total:	38,523,478								

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	MMC North Recreation Field Support Building	To construct a recreational support building to include restrooms, meeting rooms, equipment storage, and offices	\$3,490,927	CITF	\$2,890,927	\$2,954,102	\$536,825	\$0	1/24/2023	12/31/2025	BT 933 Construction in Progress	
				Office of Student Affairs Auxiliary	<u>\$600,000</u>							
				Total:	\$3,490,927							
	Innovation 2 (previously Engineering Building 2)	New building connected to Innovation Building 1 that includes classrooms, teaching labs, study space, research labs, offices, and computer instructional media spaces	\$100,566,473	CF	4,381,459	\$975,232	\$10,000,000	\$89,591,241	7/1/2022	12/31/2027	BT 938 Includes \$ 33,500,000 PECO SFRF (under Section 197) and \$15,150,000 PECO Appropriations	
				PECO SFRF Section 197	33,500,000							
				PECO	15,150,000							
				(1) ORED Facilities & Administrative	5,000,000							
				(2) Wertheim College of Medicine	13,500,000							
				(3) Unrestricted Treasury Reserves	<u>29,035,014</u>							
	Total:	\$100,566,473										
	MMC Aquatic Center	Construct a new Aquatic Center Facility on the MMC	\$7,500,000	CITF	<u>\$7,500,000</u>	\$0	\$0	\$7,500,000	TBD	TBD	BT 939 Includes \$7,500,000 CITF Appropriations, subject to potential reallocation	
				Total:	\$7,500,000							
	Herbert Wertheim College of Medicine (HWCOM) Academic Health Sciences Clinical Facility	Construct a new HWCOM Academic Health Sciences Clinical Facility on the MMC	\$212,383,188	PECO	<u>\$212,383,188</u>	\$1,643,911	\$51,825,735	\$158,913,542	12/5/2024	12/31/2027	BT 942 Includes \$158,691,594 PECO Appropriations plus future PECO Appropriations of \$53,691,594	
	Total:	\$212,383,188										
	Honors College Building	Construct a new Honors College Building on the MMC	\$46,862,492	PECO	<u>\$46,862,492</u>	\$0	\$0	\$46,862,492	TBD	TBD	BT 943 Includes a \$11,000,000 PECO for FY 23-24 Future funding \$35,862,492 PECO	
	Total:	\$46,862,492										
	Soccer and Track Stadium	Construct a new Soccer and Track Stadium on the MMC	\$2,500,000	CITF	<u>\$2,500,000</u>	\$0	\$0	\$2,500,000	TBD	TBD	BT 944 Includes \$2,500,000 CITF Appropriations, subject to potential reallocation	
	Total:	\$2,500,000										
	Small Projects All Campuses - Maintenance, Repairs, Renovations, and Site Improvements	Various small PECO infrastructure or maintenance, repair, renovations and small CITF projects throughout the University	\$532,796	PECO	<u>532,796</u>	\$470,964	\$61,832	\$0	Various	6/30/2026	BT 936 \$500,000 Sexual Assault Nursing Exam Center; plus PECO - BT 926; and no CITF	
	Total:	\$532,796										
	BBC Kovens Conference Center Building	Building envelope repairs and roof replacement	\$2,360,966	PECO SFRF Section 197	<u>\$2,360,966</u>	\$218,326	\$2,142,640	\$0	11/22/2022	6/30/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program	
	Total:	\$2,360,966										
	Charles E. Perry Primera Casa, Power Distribution	Replacement for main electrical service and switch gear	\$2,579,170	PECO SFRF Section 197	<u>\$2,579,170</u>	\$86,770	\$2,492,401	\$0	11/22/2022	6/30/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program	
	Total:	\$2,579,170										
	Green Library Restroom Renovations Floors 4 through 8	Renovation of 10 restrooms including new infrastructure & fixtures, touchless sinks, new flooring/wall tiles, & new exhaust ventilation	\$2,077,448	PECO SFRF Section 197	<u>\$2,077,448</u>	\$766,118	\$1,311,330	\$0	11/22/2022	6/30/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program	
Total:	\$2,077,448											
BBC Academic 1 Roof Replacement	Replacement of modified bitumen roofing	\$3,521,100	PECO SFRF Section 197	<u>\$3,521,100</u>	\$383,598	\$3,137,502	\$0	11/22/2022	6/30/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program		
Total:	\$3,521,100											
BBC Academic 1 Building HVAC System	Replacement of HVAC distribution systems	\$3,398,919	PECO SFRF Section 197	<u>\$3,398,919</u>	\$1,486,171	\$1,912,748	\$0	11/22/2022	6/30/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program		
Total:	\$3,398,919											
All Other Buildings Deferred Maintenance Small Projects	Various buildings deferred maintenance projects throughout the University	\$13,341,397	PECO SFRF Section 197	<u>\$13,341,397</u>	\$7,694,303	\$5,647,094	\$0	11/22/2022	6/30/2026	Remainder of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program		
Total:	\$13,341,397											
Subtotal - State Appropriated Projects:					\$783,102,073	\$333,334,501	\$108,764,581	\$341,002,992				
Non-Appropriated Projects ^{6,7}												
FIU Washington DC Office, Renovations	Renovate space in Washington DC Offices for Governmental Relations	\$2,032,265	CF	\$279,640	\$1,963,633	\$68,632	\$0	5/9/2022	6/30/2026			
			ORED Facilities & Administrative	<u>\$1,752,625</u>								
			Total:	\$2,032,265								
Charles E. Perry Primera Casa, Retrofit	Professional fees to retrofit exterior windows for hurricane protection	\$4,191,939	CF	\$1,086,799	\$2,170,469	\$934,671	\$1,086,799	4/13/2022	6/30/2026			
			FEMA Grant	<u>\$3,105,140</u>								
			Total:	\$4,191,939								
Center for Translational Science at Port St. Lucie, Repair/Replacement	Roof Penthouse Lab Exhaust Fans replacements	\$3,329,755	CF	\$771,038	\$0	\$3,329,755	\$0	10/1/2025	6/30/2026			
			(1) ORED Facilities & Administrative	<u>\$2,558,717</u>								
			Total:	\$3,329,755								
BBC Hospitality Management Dining Facility	Hospitality Management program including a dining room, kitchen, and labs	\$10,447,157	Hospitality Mgmt. Dining Auxiliary	4,375,419	\$10,220,030	\$0	\$227,127	8/9/2010	6/30/2026	BT 855 Budget authority received yearly from Hospitality Management & the FIU Foundation for improvements		
			Donations	<u>6,071,738</u>								
			Total:	\$10,447,157								

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	Management and New Growth Opportunity (a/k/a MANGO)	Mixed-use Auxiliary Building for the College of Business, FIU Online, and Business Services food venues		\$36,586,446	(1) College of Business, Auxiliary (2) FIU Online Auxiliary (3) Business Services Auxiliary Total:	\$17,794,223 \$9,549,050 <u>\$9,243,173</u> \$36,586,446	\$36,371,096	\$215,350	(\$0)	6/18/2012	6/30/2026	BT 886
	BBC Frost Museum of Science Batchelor Environmental Center	Holding tanks and fenced cages for wildlife plus a building with classrooms		\$2,351,420	Donations Total:	<u>\$2,351,420</u> \$2,351,420	\$2,172,897	\$178,523	(\$0)	5/26/2016	6/30/2026	BT 913
	International Center for Tropical Botany (a/k/a ICTB)	Building with classrooms and exterior grounds for the study of botanical plants		\$7,475,368	Office of Academic Affairs Auxiliary College of Arts, Sciences, & Education Auxiliary Donations Total:	 900,000 <u>5,959,338</u> \$7,475,368	\$7,450,936	\$24,432	\$0	2/10/2021	6/30/2026	BT 914
	CasaCuba Building	Dynamic center hosting open lectures, academic conferences, digital exhibits and research presentations, engaging museums, historical societies, and other academic and cultural institutions through		\$41,100,000	Donations Grants Total:	36,850,000 <u>4,250,000</u> \$41,100,000	\$1,740,447	\$5,000,000	\$34,359,553	9/10/2018	TBD	BT 825
	Student Health Center Renovation/Expansion	Renovation/Expansion for a third wing of approximately 18,000 sq ft		\$12,600,000	Student Health Services Auxiliary Total:	<u>\$12,600,000</u> \$12,600,000	\$51,813	\$675,880	\$11,872,307	1/30/2024	9/30/2026	BT 932
	Wolfsonian Museum Expansion	The project envisions interior renovations of the existing 3rd floor museum space and a 25,000 to 36,000 net square foot expansion of the historic Wolfsonian-FIU building at 1001 Washington Avenue, Miami Beach		\$20,000,000	Donations Grants GOB Bonds Total:	\$3,050,000 \$1,950,000 <u>\$15,000,000</u> \$20,000,000	\$210	\$7,014,316	\$12,985,474	10/1/2024	10/31/2027	BT 940
	Residential Dining Facility	Build an innovative new food service facility that can become a center for student engagement & community, include multiple styles of service and cuisines while providing a unique food service experience		\$12,000,000	Business Services Auxiliary Chartwells Dining Services Vendor Total:	\$8,000,000 <u>\$4,000,000</u> \$12,000,000	\$241,068	\$5,000,000	\$6,758,932	8/16/2024	3/31/2027	BT 941
	BBC Coastal Conservation & Restoration Robotics Building	Future construction a new Coastal Conservation & Restoration Robotics Building		\$12,551,050	ORED Facilities & Administrative Grants Total:	\$6,551,050 <u>\$6,000,000</u> \$12,551,050	\$32,526	\$6,000,000	\$6,518,524	6/20/2024	TBD	BT 945
	University Student Housing	The proposed residential facility will feature studio units and one-, two-, and four-bedroom suites along with student lounge, office, and residential support spaces		\$238,300,000	(1)Housing Auxiliary (2) Office of Business & Finance Shared Services Auxiliary Bonds Total:	\$20,000,000 \$735 <u>\$218,299,265</u> \$238,300,000	\$3,050,781	\$58,812,305	\$176,436,914	8/16/2024	9/30/2028	BT 946
	Engineering Center MsRI CAT 6 WOW Project	Future construction of the MsRI Category 6 Wall of Wind project at the Engineering Center Campus		\$8,538,266	ORED Facilities & Administrative Total:	<u>\$8,538,266</u> \$8,538,266	\$2,407,644	\$6,130,622	\$0	4/4/2024	6/30/2026	BT 947
	University Athletics Tennis Courts	Renovate and resurface Athletics tennis courts to meet conference standards for competition and tournaments		\$2,209,431	Athletics Total:	<u>\$2,209,431</u> \$2,209,431	\$2,141,504	\$67,927	\$0	12/17/2021	12/31/2025	BT 918 Athletics Auxiliary Funding
	Panther Residence Hall Repairs	Fan coil unit in need of repair and replacement		\$2,125,326	Housing Auxiliary Total:	<u>\$2,125,326</u> \$2,125,326	\$1,252,631	\$872,695	\$0	5/29/2024	6/30/2026	BT 918 Housing Auxiliary Funding
	University Park Towers Renovation/Repair	Millwork and cabinet replacements		\$2,764,096	Housing Auxiliary Total:	<u>\$2,764,096</u> \$2,764,096	\$1,349,976	\$1,414,120	\$0	5/29/2024	6/30/2026	BT 918 Housing Auxiliary Funding
	University Park Towers Kitchen & Vanity Remodeling	To replace the kitchen counter tops and bathroom vanities		\$2,600,000	Housing Auxiliary Total:	<u>\$2,600,000</u> \$2,600,000	\$0	\$2,600,000	\$0	10/1/2025	6/30/2026	BT 918 Housing Auxiliary Funding
	Lakeview North & South Stucco Repairs & Painting	To repair the stucco on the exterior and repaint Lakeview Buildings North & South		\$2,216,069	Housing Auxiliary Total:	<u>\$2,216,069</u> \$2,216,069	\$0	\$2,216,069	\$0	10/1/2025	6/30/2026	BT 918 Housing Auxiliary Funding
	FIU Stadium Kitchen	Construction of a new kitchen building at the FIU Stadium		\$2,200,596	Business Services Auxiliary Total:	<u>\$2,200,596</u> \$2,200,596	\$2,131,195	\$69,401	\$0	3/22/2022	6/30/2026	BT 918 Business Services Auxiliary Funding
	Academic Health Center 2, Expansion	College of Medicine Anatomy Lab expansion		\$3,080,903	College of Medicine Auxiliary Total:	<u>\$3,080,903</u> \$3,080,903	\$2,727,336	\$353,567	\$0	3/22/2022	6/30/2026	BT 918 College of Medicine Auxiliary Funding
	PG 5 Equipment move to Innovation 1	Renovations and relocation for the installation of the Pet-Cyclotron equipment		\$5,000,000	Grants Total:	<u>\$5,000,000</u> \$5,000,000	\$118,329	\$4,881,671	\$0	10/26/2022	12/31/2025	BT 918 Office of Research & Economic Development Grant Funding

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	Graham University Center Flooring	Terrazzo flooring replacement at the GC 1st Floor		\$3,207,207	Graham Center Auxiliary Total:	<u>\$3,207,207</u> \$3,207,207	\$2,900,290	\$306,917	\$0	4/20/2023	12/31/2025	BT 918 Student Affairs Auxiliary Funding
	All other Auxiliary Funded Small Projects	Various small projects throughout the University		\$49,883,108	Multiple Auxiliaries Total:	<u>49,883,108</u> \$49,883,108	\$29,156,482	\$20,726,626	\$0	Various	Various	BT 918, BT 865/875, BT 868, BT 877/895 & BT 907 All Other Auxiliary and Grant F&A Funding
	Hospitality Management Building HVAC Upgrades/Renovations	Replacement of 2 interior & 6 rooftop AHU's, replace VAV boxes, and install UV lighting to increase unit sanitization		\$3,887,134	HEERF Total:	<u>\$3,887,134</u> \$3,887,134	\$3,881,140	\$5,994	\$0	5/6/2022	12/31/2025	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses
	Owa Ehan Building HVAC Upgrades/Renovations	Replacement of 11 interior & 1 rooftop AHU's, replace VAV boxes, and install UV lighting to increase unit sanitization		\$3,857,422	HEERF Total:	<u>\$3,857,422</u> \$3,857,422	\$3,852,422	\$5,000	\$0	6/4/2022	12/31/2024	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses
	Owa Ehan Building HVAC Upgrades/Renovations	Change from pneumatic to digital controls, replace VAV boxes and AHU's, and install UV lighting to increase unit sanitization		\$2,057,907	HEERF Total:	<u>\$2,057,907</u> \$2,057,907	\$2,052,993	\$4,914	\$0	6/21/2022	12/31/2024	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses
	Green Library Building HVAC Upgrades/Renovations	Change from pneumatic to digital controls, replace VAV boxes and AHU's, and install UV lighting to increase unit sanitization		\$2,945,041	HEERF Total:	<u>\$2,945,041</u> \$2,945,041	\$2,940,041	\$5,000	\$0	4/8/2022	12/31/2024	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses
	BBC Academic 2 Building HVAC Upgrades/Renovations	Change from pneumatic to digital controls, replace VAV boxes and 32 AHU's, and install UV lighting to increase unit sanitization		\$3,835,745	HEERF Total:	<u>\$3,835,745</u> \$3,835,745	\$3,833,140	\$2,604	\$0	3/21/2022	12/31/2024	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses
	All other HEERF HVAC Upgrades/Renovations small projects	Various building HVAC Upgrades & Renovations all campuses		\$2,378,832	HEERF Total:	<u>\$2,378,832</u> \$2,378,832	\$2,331,939	\$46,894	(\$0)	1/20/2022	12/31/2024	This HVAC renovation will result in IAQ which will help prevent the spread of COVID an other potential viruses
				Subtotal - Non-Appropriated Projects:		\$505,752,483	\$128,542,970	\$126,963,884	\$250,245,629			
	TOTALS:			\$1,349,326,351		\$1,349,326,351	\$488,484,616	\$268,458,724	\$592,383,011			

Notes:

- 1) *Education & General (E&G) Operating Projects* is a consolidated line item of all FCO projects, as defined in Board reg 14.001, funded from current year E&G operating funds. No individual project funded in whole or in part shall exceed \$1M, per Board reg 9.007(3)(a)1.
- 2) *Dedicated Reserves for Future Maintenance* - is a consolidated line item of planned maintenance expenditures to be funded from the dedicated reserves established pursuant to Section 1001.706(12)(c)1,F.S. and/or Board reg 14.002.
- 3) *Carryforward (CF) - Small Projects* is a consolidated line item of all FCO projects with a cost up to \$2M funded in whole or in part from CF funds, pursuant to Board reg. 14.003(2)(b). Includes replacement of facilities less than 10,000 gross sf. This is a single line item in the FCO budget. For a list of individual projects, refer to the Carryforward Spending Plans (CFSP).
- 4) *Carryforward (CF) - Large Projects* includes any FCO project funded in whole or in part from CF funds, where total individual FCO project cost exceeds \$2M, pursuant to Board reg. 14.003(2)(c) and expenditure limits described therein. May also be reflected as one of multiple funding sources under categories State Appropriate Projects and Non-Appropriated Projects.
- 5) *State Appropriated Projects* - this category includes all FCO projects utilizing funds originally appropriated as FCO funds by the State of Florida, notwithstanding criteria in Board reg 14.001. These funds should never be included in the operating budget. Examples, PECO (including Sum-of-Digits) and CITF. Reference Board reg 14.003(12)(d). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.
- 6) *Non-Appropriated Projects* - this category includes all university FCO projects that have not directly or indirectly used funds appropriated by the State. Examples include private donations, athletic revenues, federal grants, housing/parking revenue bonds, etc. Reference Board reg 14.003(2)(e). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.
- 7) In light of the definition of "board" Section 1013.01, F.S., and the requirements of s. 1031.61, F.S., the FCO Budget does not apply to those projects acquired, constructed, and owned by a Direct Support Organization or under a Public Private Partnership.

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14.003 Fixed Capital Outlay Projects – University Budgeting Procedures

(1) Each university will prepare an annual Fixed Capital Outlay (FCO) Budget, in accordance with the instructions, guidelines, and standard formats provided by the Chancellor. The FCO Budget must be approved by the university board of trustees and the Board of Governors. Such approval remains in effect for the life of the FCO Projects. The annual FCO Budget must include all FCO Projects, including previously approved projects that have not yet been completed.

(2) FCO Projects shall be listed by category or categories in the University FCO Budget as follows:

FCO Budget Categories

a. Education & General (E&G) Operating Projects – This category is consolidated and includes all FCO Projects funded from current year E&G operating funds. No individual project in this category, funded in whole or in part with E&G operating funds, shall exceed \$1 million, pursuant to Board Regulation 9.007(3)(a)1.

Boards of Trustees may adopt policies requiring more detailed line-item budgeting at the local level.

b. Carryforward (CF) - Small Projects – This category is consolidated and includes all FCO Projects with a total per-project cost up to \$2 million, funded in whole or in part from CF funds. Allowable uses include maintenance, repair, renovation, remodeling, demolition of existing educational facilities and existing general site improvements (E&G campus real property improvements), and replacement of a Minor Facility. This category is budgeted as a single line in the FCO Budget. This may also be reflected as one of multiple funding sources under categories State Appropriated Projects and Non-Appropriated Projects.

c. Carryforward (CF) – Large Projects – This category includes FCO Projects funded in whole or in part from CF funds, where the total project cost is greater than \$2 million. This may also be reflected as one of multiple funding sources under categories State Appropriated Projects and Non-Appropriated Projects. Allowable uses include the following:

- i. Completion of a Public Education Capital Outlay Project that has received a state appropriation and is included on the Board's incomplete project list maintained pursuant to s. 1001.706(12)(d), F.S.
- ii. A renovation, repair, or maintenance project consistent with s. 1013.64(1), F.S. and replacement of a Minor Facility.
- iii. A remodeling or infrastructure project, including a project for a developmental research school, if such project is recommended

in the latest educational plant survey.

- iv. Repair or replacement of Education & General Facilities necessary due to damage caused by a natural disaster.

d. State Appropriated Projects – This category includes all FCO Projects using funds originally appropriated as FCO funds by the State of Florida, notwithstanding the criteria provided in Board Regulation 14.001. These funds should never be included in the university operating budget. Examples include PECO and Capital Improvement Trust Fund (CITF).

e. Non-Appropriated Projects – This category includes all FCO Projects that have not directly or indirectly used funds appropriated by the State. Examples of such funding sources would include housing revenue bonds, parking revenue bonds, private donations, federal grants, insurance proceeds, and athletic revenues.

(3) For the purpose of this regulation, FCO Projects do not apply to those projects acquired, constructed, and owned by a Direct Support Organization or under a Public Private Partnership; the requirements for those projects are addressed in either the Debt Management Guidelines or the Public Private Partnership Guidelines.

(4) The FCO Budget may be amended, subject to use of only the categories authorized in section (2), as follows:

a. E&G Operating Projects - must be approved by the board of trustees or designee.

b. CF Small Projects – Individual new projects up to \$2 million, as well as increases up to \$2 million on individual existing projects, must be approved by the board of trustees or designee.

c. CF Large Projects, State Appropriated Projects, and Non-Appropriated Projects – Individual new projects greater than \$5 million added to the FCO Budget, as well as increases greater than \$5 million to individual existing projects, require Board of Trustees and Board of Governors' approval.

(5) FCO Project spending may be reported annually at the end of the fiscal year at the project detail level, in a format specified by the Chancellor.

Authority: Section 7(d), Art. IX, Fla. Const., History–New 5-5-2020, Amended 11-4-2021, Amended 1-25-2023, 09-08-23.



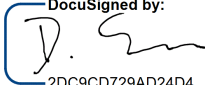
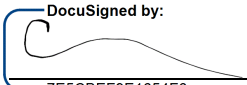
Funding Certification Form

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: Approval of FY25-26 Fixed Capital Outlay (FCO) Budget

Funding Source(s): E&G Carryforward, Auxiliary, Bonds, PECO, Courtelis Matching, Federal and other Grants, Capital Improvement Trust Fund (CITF), Donations, ORED, PECO SFRF, HEERF

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:  2DC9CD729AD24D4... David H. Snider, Interim Senior Vice President and Chief Financial Officer	9/10/2025 Date
DocuSigned by:  7E5CBEE9E1654F6... Carlos B. Castillo, General Counsel	9/10/2025 Date
Signed by:  8623B27F0C8143D... Jeanette M. Nuñez, President	9/11/2025 Date

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September 18, 2025

Subject: Amendment to Signature Authority – Authorization to Sign Checks for the University

Proposed Action:

Florida International University Board of Trustees (BOT) adoption of resolution that pursuant to Section 1011.42, Florida Statutes:

1. continues to designate the financial institutions approved by the BOT on December 5, 2019 as University depositories; and
2. amends the signature authority approved by the BOT on April 15, 2025 to designate the following officers and employees of the University as authorized to sign checks to pay legal obligations of the University from any and all designated University depositories:

Adding:

David H. Snider, Interim Senior Vice President and Chief Financial Officer

Retaining and updating title:

Jeanette M. Nuñez, President

Retaining:

Alexandra Mirabal, Controller and Associate Vice President

Removing:

Aime Martinez

3. continues to authorize the University president or her designee to transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes and may transfer funds to pay expenses, expenditures, or other disbursements, evidenced by an invoice or other appropriate documentation.
-

RESOLUTION

WHEREAS, the University has depositories at banking institutions at which University funds are deposited and the University pays its legal obligations from said depositories. Accordingly, the BOT must state with particularity the legal name and title of University employees who are authorized to sign checks to pay such legal obligations; and

WHEREAS, on June 2, 2025, the BOT voted unanimously to name Mrs. Jeanette M. Nuñez as the University's seventh president. Her presidency was confirmed by the Florida Board of Governors on June 18, 2025; and

WHEREAS, Ms. Aime Martinez, who served as Senior Vice President for Finance and Administration and Chief Financial Officer, concluded her employment with FIU effective August 26, 2025, and was replaced, on an interim basis with David H. Snider, who currently holds the position of Interim Senior Vice President and Chief Financial Officer.

NOW THEREFORE, BE IT RESOLVED, that pursuant to Section 1011.42, Florida Statutes, the BOT:

- (1) continues to designate the following banking institutions as University depositories:

Bank of America, N.A.
Charlotte, NC

U.S. Bank, N.A.
Cincinnati, OH

Regions Bank, N.A.
Birmingham, AL

JP Morgan Chase Bank, N.A.
Columbus, OH

- (2) updates its official records to designate the following officers and employees of the University as authorized to sign checks to pay legal obligations of the University from any and all designated University depositories:

Jeanette M. Nuñez, President
David H. Snider, Interim Senior Vice President and Chief Financial Officer
Alexandra Mirabal, Controller and Associate Vice President

- (3) continues to authorize the University president or her designee to transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes and may transfer funds to pay expenses, expenditures, or other disbursements, evidenced by an invoice or other appropriate documentation.

Background Information:

A. Legal Authority

Section 1011.42(1)(6)(7), Florida Statutes University depositories; deposits into and withdrawals from depositories, states in relevant part:

- (1) The board of trustees of each university shall designate the depositories in which any university funds may be deposited. No bank shall be designated unless it is a qualified depository as provided by Florida Statutes.
 - (6) The university president or his or her designee, after having been specifically authorized by the university board of trustees, may transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes and may transfer funds to pay expenses, expenditures, or other disbursements, evidenced by an invoice or other appropriate documentation.
 - (7) The university board of trustees shall specifically designate and spread upon the minutes of the board the legal name and position title of any university employee authorized to sign checks to pay legal obligations of the university.
-

Supporting Documentation: N/A

Facilitator/Presenter: David H. Snider

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September 18, 2025

Subject: Approval of Self-supporting and Market Tuition Rate College-Credit Programs Annual Reports, 2024-25

Proposed Action:

Florida International University Board of Trustees approval of the Florida International University (FIU) Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2024-25 in accordance with State University System of Florida Board of Governors (BOG) Regulation 8.002(4)(c) *Self-supporting and Market Tuition Rate Program and Course Offerings*.

Background Information:

BOG Regulation 8.002 requires BOT approval prior to submission of the Annual Report. The Annual Report must include, at a minimum, the following information:

1. *The CIP Code and complete name of each program under which each self-supporting and market tuition rate education program is operating. Additionally, all program majors as defined in Board of Governors Regulation 8.011 must be identified.*
2. *The approval dates for each program's tuition from the university board of trustees and Board of Governors.*
3. *The approved tuition and fees for each program, including costs per credit hour and any additional fees, such that the total cost to the student for each program may be calculated.*
4. *The revenues and expenditures for each degree and major within a college-credit self-supporting or market tuition rate education program.*
5. *Other documentation to demonstrate compliance with this regulation as required.*

The BOG has requested submission of this report by October 1, 2025; documentation of the BOT approval must also be submitted.

In 2024-25, there were 72 programs with enrollment totaling 5,082 students with revenues of \$69,562,036 and expenditures of \$72,937,770. Of these 72 programs, Market Tuition Rate and Self-supporting programs totaled 30 and 42, respectively.

Supporting Documentation: Self-supporting and Market Tuition Rate College-Credit Programs Annual Report for 2024-25

BOG Regulation 8.002, *Self-supporting and Market Tuition Rate Program and Course Offerings*

Facilitator/Presenter: Elizabeth M. Bejar

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Fiscal Year 2024-2025 Self-Supporting and Market Tuition Rate Report														Program Start Date													Comparable E&G Program				
CIP Code (XX.XXXX)	Program Name (in inventory)	Program Level	Program Type	Local Program Name (if different from inventory name)	Major or Track Name (if different)	Program Length (in credit hours)	Tuition Type	Mode of Delivery	UBOT Tuition Approval Date	BOG Tuition Approval Date	Term	Year	Tuition Rate Per Credit Hour - Resident	Tuition Rate Per Credit Hour - Non-Resident	Program Fees - Resident	Program Fees - Non-Resident	Resident Enrollment	Non-Resident Enrollment	Degree/Program Completions	Revenues	Expenditures	Comparable E&G Program ?	Program Name	Degree/Program Level	CIP Code (XX.XXXX)	Program Status	Additional Comments (if any)				
3.0201	Natural Resources Management and Policy	Graduate	Master's	Professional Science Master in Environmental Policy and Management		31 Hours	Market Rate	Hybrid	Jun-14	Nov-14	Fall	2015	\$ 645.94	\$ 645.94			13	4	8	\$ 149,488	\$ 130,750	No				Active					
9.0102	Mass Communication/Media Studies	Graduate	Master's	Master of Science in Mass Communication	Global Strategic Communications	30 Hours	Market Rate	Online	Jun-11	Nov-11	Fall	2014	\$ 833.33	\$ 833.33			67	11	34	\$ 805,846	\$ 951,241	Yes	Global Strategic Communication	Masters	9.0102	Active					
9.0102	Mass Communication/Media Studies	Graduate	Master's	Master of Science in Mass Communication	Global Strategic Communications - Creative Track	39 Hours	Self-supporting	Face to Face	N/A	N/A	Spring	2000	\$ 1,021.79	\$ 1,021.79			24	31	17	\$ 461,762	\$ 418,955	Yes	Global Strategic Communication	Masters	9.0102	Active					
13.0301	Curriculum and Instruction	Graduate	Master's	Master of Science in Curriculum & Instruction		36 Hours	Market Rate	Online	Jun-14	Nov-14	Fall	2014	\$ 508.33	\$ 508.33			93	4	40	\$ 726,201	\$ 706,444	Yes	Curriculum and Instruction	Masters	13.0301	Active					
13.0401	Educational Leadership and Administration, General	Graduate	Master's	Master of Science in Educational Leadership		33 Hours	Self-supporting	Online	N/A	N/A	Fall	2020	\$ 544.41	\$ 544.41			28	0	28	\$ 400,810	\$ 429,975	Yes	Educational Leadership	Masters	13.0401	Active	Effective Fall 2025 the program will be called MS in Education Leadership and Education Studies per the 2025-26 Catalogue.				
13.0406	Higher Education Administration	Graduate	Master's	Masters in Higher Education Administration		36 Hours	Self-supporting	Online	N/A	N/A	Fall	2019	\$ 586.89	\$ 586.89			38	2	24	\$ 278,441	\$ 378,085	Yes	Higher Education Administration	Masters	13.0406	Active					
13.1001	Special Education and Teaching, General	Graduate	Master's	Master of Science in Special Education	Autism Endorsement Specialization	36 Hours	Market Rate	Online	Jun-14	Nov-14	Fall	2015	\$ 508.33	\$ 508.33			70	5	25	\$ 687,815	\$ 589,375	Yes	Special Education	Masters	13.1001	Active					
14.0901	Computer Engineering, General	Graduate	Master's	Master of Science in Computer Engineering	Network and Security	30 Hours	Market Rate	Online	Jun-14	Nov-15	Fall	2016	\$ 833.33	\$ 833.33			53	11	29	\$ 669,401	\$ 708,814	Yes	Computer Engineering	Masters	14.0901	Active	Effective Fall 2025 the program name will be only "security".				
14.0901	Computer Engineering, General	Graduate	Master's	Master of Science in Computer Engineering		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$ 666.67	\$ 666.67			10	0	10	\$ -	Yes	Computer Engineering	Masters	14.0901	Suspended	The program is on pause.					
14.1001	Electrical and Electronics Engineering	Graduate	Master's	Master of Science in Electrical Engineering	Professional Electrical Eng	30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$ 666.67	\$ 666.67			23	6	22	\$ -	Yes	Electrical Engineering	Masters	14.1001	Suspended	The program is on pause.					
14.2701	Systems Engineering	Graduate	Master's	Master of Science in Logistics Engineering		30 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2017	\$ 700.00	\$ 1,000.00			17	8	9	\$ 247,081	\$ 248,857	No			Active	Revenues/expenditure are for the combined face-to-face and online modes of delivery.					
14.2701	Systems Engineering	Graduate	Master's	Master of Science in Logistics Engineering		30 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$ 833.33	\$ 833.33			0	0	0	\$ -	\$ -	No			Active	Revenues/expenditure are included in the line above					
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management		30 Hours	Market Rate	Online	Jun-15	Nov-15	Spring	2016	\$ 833.33	\$ 833.33			84	40	41	\$ 1,048,533	\$ 1,049,667	Yes	Engineering Management	Masters	15.1501	Active					
15.1501	Engineering/Industrial Management	Graduate	Master's	Master of Science in Engineering Management	Professional Track	30 Hours	Market Rate	Face to Face	Jun-11	Nov-11	Fall	2012	\$ 1,100.00	\$ 1,100.00			0	0	0	\$ -	\$ -	No			Active						
15.1001	Engineering/Industrial Technology/Technician	Graduate	Master's	Master of Science in Construction Management	Construction Mgmt. Online	30 Hours	Market Rate	Online	Jun-11	Nov-11	Fall	2012	\$ -	\$ 700.00			0	2	1	\$ 45,248	\$ 6,229	No			Teach-out	This program is currently under teach out. Program transitioned into an online modality. The online and semester fees were added in addition to the previously reported tuition of FY2022-23.					
22.0201	Advanced Legal Research/Studies, General	Graduate	Master's	Juris Master in Law		30 Hours	Self-supporting	Online	N/A	N/A	Summer	2016	\$ 864.91	\$ 864.91			45	34	37	\$ 720,594	\$ 413,481	No			Active						
30.2001	International/Global Studies	Graduate	Master's	Master of Arts in Global Affairs	International Crime and Justice Track	36 Hours	Market Rate	Online	Dec-10	Nov-11	Fall	2012	\$ 870.83	\$ 870.83			61	6	18	\$ 875,541	\$ 1,155,540	No			Active						
30.2001	International/Global Studies	Graduate	Master's	Master of Arts in Global Affairs		36 Hours	Market Rate	Face to Face	Dec-10	Nov-11	Fall	2012	\$ 870.83	\$ 870.83			35	9	14	\$ 484,624	\$ 481,989	No			Active						
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Behavioral Analysis Online	45 Hours	Self-supporting	Online	N/A	N/A	Spring	2021	\$ 578.93	\$ 578.93			30	0	6	\$ 478,083	\$ 430,794	No			Active						
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Behavioral Analysis	45 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2020	\$ 594.44	\$ 594.44			72	3	44	\$ 603,307	\$ 794,060	No			Active						
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Professional Counseling Psychology Online	60 Hours	Self-supporting	Online	N/A	N/A	Fall	2020	\$ 633.45	\$ 633.45			70	1	15	\$ 858,388	\$ 766,782	No			Active						
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Counseling Psychology	60 Hours	Market Rate	Face to Face	Sep-12	Nov-13	Fall	2014	\$ 633.45	\$ 633.45			75	3	23	\$ 876,024	\$ 951,265	No			Active						
42.0101	Psychology, General	Graduate	Master's	Master of Science in Psychology	Organizational Sciences	36 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$ 549.14	\$ 549.14			43	7	22	\$ 421,102	\$ 439,212	No			Active						
43.0406	Forensic Science and Technology Crisis/Emergency/Disaster Management	Graduate	Master's	Professional Science Masters in Forensic Science		33 Hours	Self-supporting	Online	N/A	N/A	Fall	2013	\$ 653.52	\$ 653.52			5	5	9	\$ 52,954	\$ 98,828	No			Active						
43.0302	Disaster Management Crisis/Emergency/Disaster Management	Graduate	Master's	Master of Arts in Disaster Management		30 Hours	Market Rate	Face to Face	Jun-15	Nov-15	Fall	2016	\$ 833.33	\$ 833.33			27	3	15	\$ 254,666	\$ 378,261	No			Active						
43.0302	Disaster Management	Graduate	Master's	Master of Arts in Disaster Management		30 Hours	Self-supporting	Online	N/A	N/A	Spring	2019	\$ 663.33	\$ 663.33			89	11	44	\$ 897,349	\$ 805,059	No			Active						
44.0401	Public Administration	Graduate	Master's	Executive MPA	Executive	36 Hours	Market Rate	Hybrid	Jun-12	Nov-13	Fall	2014	\$ 888.89	\$ 888.89			35	3	23	\$ 534,338	\$ 519,638	Yes	Public Administration	Masters	44.0401	Active	Program transitioned into a combination of face-to-face and online modality (hybrid).				
51.0701	Health/Health Care Administration/Management	Graduate	Master's	Master of Health Services Administration	MHSA Hybrid	48 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2016	\$ 650.00	\$ 650.00			20	5	12	\$ 276,589	\$ 289,540	No			Active						
51.0701	Health/Health Care Administration/Management	Graduate	Master's	Master of Health Services Administration	MHSA Online	48 Hours	Self-supporting	Online	N/A	N/A	Fall	2017	\$ 750.00	\$ 750.00			172	9	68	\$ 1,727,849	\$ 1,940,620	No			Active						
51.0912	Physician Assistant	Graduate	Master's	Master in Physicians Assistant Studies		92 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2015	\$ 991.00	\$ 1,017.01	#####	\$ 2,240.00	115	10	37	\$ 3,519,680	\$ 3,293,496	No			Active	The program specific fees includes Professional Development Orientation Seminar Seat Deposit, Disability Insurance, Medical equipment kit, and American Databank (registration, background check, and drug screen).					
51.0913	Athletic Training/Trainer	Graduate	Doctoral	Doctor in Athletic Training	DAT	48 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2018	\$ 700.00	\$ 700.00			9	19	9	\$ 360,587	\$ 402,271	No			Active						

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CIP Code (XX.XXXX)	Program Name (in inventory)	Program Level	Program Type	Local Program Name (if different from inventory name)	Major or Track Name (if different)	Program Length (in credit hours)	Tuition Type	Mode of Delivery	UBOT Tuition Approval Date	BOG Tuition Approval Date	Term	Year	Tuition Rate Per Credit Hour - Resident	Tuition Rate Per Credit Hour - Non-Resident	Program Fees - Resident	Program Fees - Non-Resident	Resident Enrollment	Non-Resident Enrollment	Degree/Program Completions	Revenues	Expenditures	Comparable E&G Program ?	Program Name	Degree/Pr og Level	CIP Code (XX.XXXX)	Program Status	Additional Comments (if any)
51.2201	Public Health, General	Graduate	Master's	Master of Public Health	Generalist	45 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$ 600.00	\$ 600.00			95	36	32	\$ 948,490	\$ 1,251,639	Yes	Public Health, General	Masters	51.2201	Active	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Executive (Professional)	42 Hours	Market Rate	Hybrid	Jun-10	Nov-11	Fall	2011	\$ 1,066.67	\$ 1,155.56			38	6	23	\$ 1,046,411	\$ 1,132,211	No				Active	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Flex	42 Hours	Market Rate	Hybrid	Jun-10	Nov-11	Fall	2011	\$ 1,142.86	\$ 1,238.10			98	55	70	\$ 2,806,362	\$ 3,428,073	No				Active	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Healthcare Policy and Management Online	42 Hours	Market Rate	Online	Jun-10	Nov-11	Fall	2013	\$ 1,426.00	\$ 1,426.00			59	9	34	\$ 1,880,987	\$ 1,628,344	No				Active	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Healthcare Policy and Management	42 Hours	Market Rate	Hybrid	Jun-10	Nov-11	Fall	2011	\$ 1,238.10	\$ 1,285.71			28	4	16	\$ 734,492	\$ 1,365,991	No				Active	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Downtown	42 Hours	Market Rate	Face to Face	Jun-10	Nov-11	Fall	2011	\$ 1,142.86	\$ 1,238.10			57	16	28	\$ 1,730,083	\$ 1,788,771	No				Active	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Professional MBA UC	42 Hours	Market Rate	Online	Jun-10	Nov-11	Fall	2011	\$ 1,000.00	\$ 1,000.00			559	125	245	\$ 9,558,007	\$ 10,193,501	No				Active	
52.0201	Business Administration and Management, General	Graduate	Doctoral	Doctorate of Business Administration		75 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2018	\$ 989.00	\$ 989.00			111	58	33	\$ 3,101,345	\$ 2,542,644	Yes	Ph.D. in Business Administration	Doctoral	52.0201	Active	
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	International	45 Hours	Self-supporting	Face to Face	N/A	N/A	Fall	2018	\$ -	\$ 1,044.44				27	16	\$ 469,483	\$ 512,417	No				Active	Out of state students do not have a choice to enroll in a comparable E&G program.
52.0201	Business Administration and Management, General	Graduate	Master's	Master of Business Administration	Weekend	42 Hours	Market Rate	Hybrid	Jun-10	Nov-11	Fall	2019	\$ 1,142.86	\$ 1,238.10			25	4	12	\$ 608,176	\$ 762,939	No				Active	
52.0203	Logistics, Materials, and Supply Chain Management	Graduate	Master's	Master of Science in Logistics and Supply Chain Management		30 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2018	\$ 933.33	\$ 1,000.00			57	34	52	\$ 1,104,041	\$ 1,352,374	No				Active	
52.0203	Logistics, Materials, and Supply Chain Management	Graduate	Master's	Master of Science in Logistics and Supply Chain Management		30 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$ 933.33	\$ 1,000.00			77	35	54	\$ 1,503,490	\$ 1,383,676	No				Active	
52.0301	Accounting	Graduate	Master's	Masters in Accounting (MACC)	Masters in Accounting (MACC)	30 Hours	Self-supporting	Online	N/A	N/A	Fall	2011	\$ 980.47	\$ 980.47			115	12	64	\$ 1,647,006	\$ 1,869,246	No				Active	
52.0301	Accounting	Graduate	Master's	Masters in Accounting (MACC)	Master of Science in Finance	30 Hours	Market Rate	Hybrid	Jun-10	Nov-11	Spring	2021	\$ 1,200.00	\$ 1,300.00			107	3	53	\$ 1,858,937	\$ 2,263,361	No				Active	
52.0801	Finance, General	Graduate	Master's	Master of Science in Finance	Master of Science in Finance	36 Hours	Market Rate	Face to Face	Jun-11	Nov-11	Fall	2012	\$ 833.33	\$ 933.33			60	30	45	\$ 1,340,796	\$ 1,196,387	No				Active	
52.0801	Finance, General	Graduate	Master's	Master of Science in Finance		36 Hours	Market Rate	Online	Jun-11	Nov-11	Summer	2020	\$ 833.33	\$ 933.33			78	14	32	\$ 1,318,690	\$ 1,272,832	No				Active	
52.0901	Hospitality Administration/Management, General	Graduate	Master's	Master of Science in Hospitality Management		33 Hours	Market Rate	Online	Jun-12	Nov-12	Fall	2013	\$ 818.18	\$ 818.18			84	88	65	\$ 1,651,396	\$ 1,787,876	Yes	Hospitality Management	Masters	52.0901	Active	Revenues/expenditure include the Executive Masters referenced in the line below.
52.0901	Hospitality Administration/Management, General	Graduate	Master's	Master of Science in Hospitality Management	Executive Masters	30 Hours	Market Rate	Online	Jun-12	Nov-12	Fall	2013	\$ 750.00	\$ 750.00			4	1	1	\$ -	\$ -	Yes	Hospitality Management	Masters	52.0901	Active	Revenues/expenditure are reflected in the line above.
52.1001	Human Resources Management/Personnel Administration, General	Graduate	Master's	Master of Science in Human Resource Management		38 Hours	Market Rate	Online	Jun-13	Nov-13	Fall	2014	\$ 921.05	\$ 921.05			86	17	61	\$ 1,480,366	\$ 1,632,473	Yes	MS Human Resource	Masters	52.1001	Active	
52.1101	International Business/Trade/Commerce	Graduate	Master's	Master of International Business		30 Hours	Market Rate	Face to Face	Jun-10	Mar-11	Fall	2011	\$ 1,100.00	\$ 1,220.00			41	51	48	\$ 1,474,788	\$ 1,925,961	No				Active	
52.1101	International Business/Trade/Commerce	Graduate	Master's	Master of International Business		30 Hours	Market Rate	Online	Jun-10	Mar-11	Fall	2012	\$ 1,100.00	\$ 1,100.00			22	17	20	\$ 679,106	\$ 545,765	No				Active	
51.2706	Medical Informatics	Graduate	Master's	Master of Science in Health Informatics and Analytics		37 Hours	Self-supporting	Online	N/A	N/A	Fall	2017	\$ 763.89	\$ 833.33			49	4	29	\$ 651,192	\$ 826,207	No				Active	
52.1401	Marketing/Marketing Management, General	Graduate	Master's	Master of Science in Marketing		30 Hours	Self-supporting	Hybrid	N/A	N/A	Spring	2016	\$ 916.67	\$ 1,050.00			71	49	54	\$ 1,659,324	\$ 2,184,108	No				Active	
52.1401	Marketing/Marketing Management, General	Graduate	Master's	Master of Science in Marketing		30 Hours	Self-supporting	Online	N/A	N/A	Fall	2018	\$ 916.67	\$ 916.67			108	22	53	\$ 1,540,266	\$ 1,581,512	No				Active	
52.1502	International Real Estate	Graduate	Master's	Master of Science in International Real Estate	Downtown Miami	30 Hours	Market Rate	Face to Face	Sep-12	Nov-13	Fall	2014	\$ 933.33	\$ 1,000.00			63	37	54	\$ 1,357,086	\$ 1,392,209	No				Active	
52.1502	International Real Estate	Graduate	Master's	Master of Science in International Real Estate	Intl Real Estate Online	30 Hours	Market Rate	Online	Sep-12	Nov-13	Fall	2014	\$ 933.33	\$ 1,000.00			51	29	38	\$ 1,089,817	\$ 1,133,372	No				Active	

Fiscal Year 2024-2025 Self-Supporting and Market Tuition Rate Report													Program Start Date												Comparable E&G Program																						
CIP Code (XX.XXXX)	Program Name (in inventory)	Program Level	Program Type	Local Program Name (if different from inventory name)	Major or Track Name (if different)	Program Length (in credit hours)	Tuition Type	Mode of Delivery	UBOT Tuition Approval Date	BOG Tuition Approval Date	Term	Year	Tuition Rate Per Credit Hour - Resident	Tuition Rate Per Credit Hour - Non-Resident	Program Fees - Resident	Program Fees - Non-Resident	Resident Enrollment	Non-Resident Enrollment	Degree/Program Completions	Revenues	Expenditures	Comparable E&G Program ?	Program Name	Degree/Program Level	CIP Code (XX.XXXX)	Program Status	Additional Comments (if any)																				
52.1301	Management Science	Graduate	Master's	Master of Business Administration	Business Analytics	45 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2021	\$ 987.46	\$ 987.46			57	22	39	\$ 1,596,369	\$ 1,332,801	No				Active	Tuition and fee per credit adjusted from FY2022-23 report to now include per credit and per semester fees.																				
15.9999	Engineering Related Technol./Tech., Other	Graduate	Master's	Master of Science in Internet of Things		30 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2021	\$ 666.67	\$ 666.67			11	8	3	\$ 199,059	\$ 190,570	No				Active	This degree underwent significant curriculum changes infusing AI in every course and Effective Fall 2025 the program name will be MS in Applied AI and Internet of Things. This change is expected to improve enrollment.																				
11.0501	Computer Systems Analysis/Analyst	Graduate	Master's	Master of Science in Information System		36 Hours	Self-supporting	Hybrid	N/A	N/A	Fall	2019	\$ -	\$ 1,116.67			0	53	29	\$ 694,527	\$ 1,016,969	No				Active	Degree credits increased to 36. Out-of-state students do not have a choice to enroll in a comparable E&G program.																				
13.0603	Measurement & Statistics	Graduate	Master's	Master of Science in Research, Design & Analysis Online		30 Hours	Self-supporting	Online	N/A	N/A	Spring	2023	\$ 588.80	\$ 588.80			26	2	13	\$ 233,823	\$ 175,881	No				Active																					
13.1306	Foreign Language Teacher Education	Graduate	Master's	Master of Science in Foreign Language Education	Teaching in Challenging Context	30 Hours	Self-supporting	Online	N/A	N/A	Fall	2022	\$ 588.80	\$ 588.80			0	0	0	\$ -	\$ -	Yes	Foreign Language Education	Masters	13.1306	Terminated	Program track has been closed effective Fall 2024.																				
11.1003	Computer and Information Systems Managers	Graduate	Master's	Master of Science in Law and Technology	MS in Law and Technology	30 Hours	Self-supporting	Hybrid	N/A	N/A			\$ 864.91	\$ 864.91			0	0	0	\$ -	\$ 14,290	No				Active	Launch of the degree has been delayed until Spring 2026. Expenditures are associated with program launch cost.																				
11.1003	Computer and Information Systems Managers	Graduate	Master's	MBA Cybersecurity and Risk Management	MBA Cybersecurity	45 Hours	Self-supporting	Online	N/A	N/A			\$ 1,016.13	\$ 1,042.13			0	0	0	\$ 443,813	\$ 75,577	No				Active	Launch of online degree expected in 2024-25																				
11.1003	Computer and Information Systems Managers	Graduate	Master's	MBA Cybersecurity and Risk Management	MBA Cybersecurity	45 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2023	\$ 994.46	\$ 994.46			18	8	13	\$ 351,190	\$ 353,383	No				Active																					
52.1004	Labor Studies	Undergradua	Certificate	Certificate in Conflict and Dispute Resolution		18 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2014	\$ 205.57	\$ 205.57			16	0	9	\$ 1,188,491	\$ 1,100,730	No				Active																					
52.1004	Labor Studies	Undergradua	Certificate	Certificate in Conflict and Dispute Resolution (2.0)		18 Hours	Self-supporting	Online	N/A	N/A	Spring	2022	\$ 235.57	\$ 235.57			10	2	6		\$ -	No				Active	Revenues/ Expenditures are under line 74.																				
52.1002	Labor and Industrial Relation	Undergradua	Certificate	Certificate in Labor and Employment Relations		18 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2009	\$ 205.57	\$ 205.57			5	0	6		\$ -	No				Active	Revenues/ Expenditures are under line 74.																				
52.1002	Labor and Industrial Relation	Undergradua	Certificate	Certificate in Labor and Employment Relations) (2.0)		18 Hours	Self-supporting	Online	N/A	N/A	Spring	2022	\$ 235.57	\$ 235.57			2	1	2		\$ -	No				Active	Revenues/ Expenditures are under line 74.																				
52.1004	Labor Studies	Graduate	Certificate	Graduate Certificate in Conflict Resolution and Consensus Building		15 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2009	\$ 455.64	\$ 455.64			9	0	17	\$ 8,352	\$ -	No				Active																					
52.2101	Telecommunication s Management	Undergradua	Certificate	Cybersecurity Intelligence and Information Policy Certificate		18 Hours	Self-supporting	Online	N/A	N/A	Summer	2020	\$ 235.57	\$ 235.57			23	6	11	\$ 54,276	\$ 88,395	No				Active																					
45.1001	Political Science and Government, General	Undergradua	Certificate	National Security Studies		18 Hours	Self-supporting	Online	N/A	N/A	Fall	2015	\$ 235.57	\$ 235.57			15	3	16	\$ 98,893	\$ 97,355	No				Active																					
26.0102	Molecular and Biomedical Sciences	Graduate	Certificate	Molecular and Biomedical Sciences		20 hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2016	\$ 1,048.09	\$ 1,048.09			4	43	0	\$ 784,568	\$ 731,655	No				Active																					
51.1201	Grad Cert Core Clinical Clerkships	Graduate	Certificate	Grad Cert Core Clinical Clerkships		48 Hours	Self-supporting	Face-to-Face	N/A	N/A	Fall	2013	\$ -	\$ 657.04			0	124	35	\$ 2,168,924	\$ 2,010,719	No				Active																					
51.2309	Recreational Therapy	Undergradua	Certificate			18 Hours	Self-supporting	Online			Fall	2023	\$ 235.57	\$ 648.87			12	1	0	\$ 37,313	\$ 16,326	No				Active																					

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8.002 Self-supporting and Market Tuition Rate Program and Course Offerings.

(1) **Educational Programs and Courses** – All of the educational programs and courses described in this regulation are conducted through the auxiliary enterprise of the university and provide non-state-fundable training, courses, and programs. The two categories of education programs described are self-supporting courses and programs and market tuition rate programs. The three sub-categories of self-supporting education programs and courses are college-credit, non-credit, and sponsored-credit.

- (a) The administrative unit(s) under which all self-supporting and market tuition rate education programs are managed shall be determined by the university.
- (b) All activity for self-supporting and market tuition rate education programs shall be reflected in the auxiliary budget entity, except that activity related to self-supporting sponsored credit courses and programs may be reflected in the contracts and grants trust fund.
- (c) Undergraduate college-credit degree programs shall not be operated as a self-supporting or market tuition rate education program. Undergraduate college-credit certificate programs may be operated as self-supporting so long as the tuition and fees charged for undergraduate college-credit courses offered by a university comply with section 1009.24, Florida Statutes and Board of Governors Regulation 7.001.
- (d) Self-supporting and market tuition rate education programs are not eligible for inclusion in the Southern Regional Education Board's Academic Common Market program.
- (e) For the purposes of this regulation, a program is considered similar if it is offered under the same six-digit CIP code as one funded under the Education and General (E&G) budget entity.

(2) Self-supporting Education Courses and Programs

- (a) **College-Credit Programs** – Self-supporting college-credit certificate programs and graduate-level degree programs that address clearly identified post-professional workforce demand may be implemented subject to the policies and data reporting requirements established in paragraphs (1), (2) and (4) of this regulation.
 - 1. Admissions and graduation criteria, as well as academic standards, for self-supporting graduate-level college-credit degree programs must align with those criteria and standards in equivalent programs funded through the E&G budget entity and must go through the same program approval processes defined in Board of Governors Regulation 8.011 for E&G-funded programs.
 - a. Prior to the implementation of any new self-supporting graduate-level college-credit degree program, documentation must be submitted in a format prescribed by the Chancellor for review. This requirement applies even if the program was previously approved as an E&G program. This requirement

does not apply to self-supporting college-credit certificate programs.

- b. Supporting documentation must include evidence that the new program will not supplant any existing E&G degree offering.

2. If the self-supporting program is a track under an existing E&G program or has a similar existing E&G program, universities must provide students with a side-by-side tuition and fee comparison and maintain this information on their website. This information shall be publicized in catalogs and all other sections of the university's public-facing website that provide information about the program and any non-public websites or applications that provide information about the program. Universities must also provide students with information about financial assistance and obligations for repayment of loans for these programs.

3. Self-supporting graduate-level college-credit degree programs shall not supplant similar, existing university offerings funded by the E&G budget entity. To guarantee access to E&G programs, self-supporting programs will not replace existing E&G programming; thus, a similar E&G program cannot be suspended or terminated in favor of a self-supporting program. Similar E&G programs may only be suspended in extraordinary circumstances per Board of Governors Regulation 8.012. Universities proposing new self-supporting college-credit programs must attest that the similar E&G program will not be closed as a result of the new offering unless prior approval is obtained from the Board of Governors. Enrollment between E&G and self-supporting education offerings may fluctuate over time, depending on demand. However, universities have the responsibility to ensure that the existing E&G offering remains viable in meeting traditional student needs.

4. Self-supporting graduate-level college-credit degree programs shall not include those which lead to initial licensing or certification for occupational areas identified as a state critical workforce need by the Board of Governors unless it can be demonstrated to be the best strategy to increase the number of graduates in the state and has been approved for market tuition rate in accordance with paragraph (3) of this regulation.

5. Tuition and fees charged for all self-supporting college-credit programs must be sufficient to offset the full instructional cost of serving the student and shall not exceed the existing approved tuition and out-of-state fees for similar level courses.

- a. Tuition for self-supporting graduate-level college-credit degree programs must be approved according to the process outlined in Board of Governors Regulation 7.001(4).
- b. Fees for self-supporting graduate-level college-credit degree programs must be established according to the requirements outlined in section 1009.24, Florida Statutes, and Board of

Governors Regulation 7.001. Universities may collect and expend revenues collected above the level needed for cost-recovery of college-credit self-supporting activity when such revenues are used to provide enhanced support for the academic units associated with the courses or programs or to provide financial support to students.

- (b) **Non-credit Courses and Programs** - Non-credit professional development courses and programs designed to upgrade existing technical or professional skills and courses and programs that are provided primarily for personal enrichment or as a public service to the community may be offered as self-supporting education. These courses should not be offered for college credit or count towards any degree requirements.

1. Costs associated with non-college-credit self-supporting education activity must be recovered from student fees or sponsoring entities and shall not be recovered from funds appropriated in the E&G budget entity. Universities may collect and expend revenues collected above the level needed for cost-recovery of non-college-credit self-supporting education activity when such revenues are used to provide enhanced support for the units associated with the courses or programs, support the teaching, research, and service mission of the institution, or provide financial support to students.

- (c) **Sponsored-Credit Courses and Programs** – Sponsored-credit courses and programs are self-supporting college-credit offerings where all the direct costs are paid by an external sponsoring entity. Expenditure of E&G funds for the conduct of the programs is not permitted. No fees or other assessments may be collected from students by the sponsoring entity, the university, or any other entity.

1. In determining whether the direct costs are paid by the sponsoring entity, funds paid directly to the participants in a form such as, but not limited to, stipends, travel, or book allowances should not be taken into account. "Direct costs" refer to the costs associated with the instruction or training that a participant receives. All funds collected from sponsoring entities for sponsored credit courses and programs will be remitted to the university's contract and grants trust fund and/or continuing education auxiliary trust funds as appropriate.

2. Each university board of trustees is authorized to waive any tuition, associated fees, and material and supply fees for students participating in sponsored credit courses and programs when such costs are not covered under the contract with the sponsoring entity and pursuant to a regulation adopted by the university board of trustees under section 1009.26 (9), Florida Statutes, and Board of Governors Regulation 7.008.

- (3) **Graduate-level Market Tuition Rate Programs** – A market tuition rate is defined as a tuition rate that is competitively aligned with comparable programs offered by public or private institutions located both in-state and out-of-state. Market tuition rate programs must be offered at the graduate level only. Market tuition rate will go into

effect the next academic year following approval by the Board of Governors.

- (a) A university board of trustees may approve a new graduate-level degree or certificate program for market tuition rate at the time it approves the new degree or certificate for implementation pursuant to Board of Governors Regulation 8.011. The new program proposal must provide a convincing rationale for seeking a market tuition rate, and the proposed budget must clearly indicate that the revenue generated will be sufficient to operate the program without E&G funding. New programs approved for market tuition rate must be submitted to the Board of Governors for consideration and approval of the tuition and any associated fees before enrollment of any students.
- (b) A university board of trustees may submit a proposal for market tuition rates for graduate-level courses offered online or through the university's continuing education program when such courses are included as a major of an existing approved degree program or as a college-credit certificate program. Proposals to charge market tuition rates for majors of existing degree programs and college-credit certificate programs shall be considered by the Board if documentation is provided that demonstrates that the following criteria are met.
 - 1. The existing degree program majors and college-credit certificates have been approved in accordance with Regulation 8.011, and the university has established one or more separate market tuition rate student cohorts, each of which can be tracked for administrative and reporting purposes.
 - 2. The program does not lead to initial licensing or certification for occupational areas identified as critical state workforce needs in the most current Florida Board of Governors Strategic Plan. A university may request the establishment of market tuition rates for such programs for non-residents if such programs do not adversely impact the development of other programs for Florida residents. A university, upon a written request for a special exception from the Chancellor, may submit a proposal for market tuition rate for a program leading to initial licensing or certification in a critical state workforce need area if it can be demonstrated to increase the number of graduates in the state.
 - 3. The program admission and graduation requirements shall be the same as similar programs under the same six-digit CIP code funded by the E&G budget entity.
 - 4. If the graduate-level market tuition rate program is a track under an E&G program or has a similar existing E&G program, universities must provide students with a side-by-side tuition and fee comparison and maintain this information on their website. Universities must also provide students with information about financial assistance and obligations for repayment of loans for these programs on their websites. This information shall be publicized in catalogs and all other sections of the university's public-facing website that provide information about the program and any non-public websites or applications that provide

- information about the program.
- (c) E&G graduate-level programs should not be suspended or terminated in favor of offering a similar market tuition rate education program.
 - (d) The Board shall approve no more than five new graduate-level degree programs or college-credit certificate program proposals per university per academic year.
 - (e) The proposal for market tuition rate programs shall be submitted in a format designated by the Chancellor and include, at a minimum, the following information.
 - 1. A description of the program and its compliance with the requirements outlined in Board of Governors Regulation 8.011 (3)(b)1.
 - 2. An explanation of the process used to determine the market tuition rate and the tuition at similar programs from at least five other institutions, including both private and public.
 - 3. A list of similar programs offered by other state university system institutions.
 - 4. A description of how offering the proposed program at a market tuition rate is aligned with the mission of the university.
 - 5. A declaratory statement that offering the proposed program at the market tuition rate does not increase the state's fiscal liability or obligation.
 - 6. The proposed rates for resident and non-resident students in the program. If the proposed rates are different, a description of the rationale shall also be provided.
 - 7. An explanation of any proposed restrictions, limitations, or conditions to be placed on the program.
 - 8. A description of any outcome measures that will be used to determine the success of the proposal.
 - 9. A list of the campuses and/or sites at which the proposed program will be offered.
 - 10. In addition, the following information must be included with the proposal.
 - a. An explanation of how the university will ensure that sufficient courses are available to meet student demand and facilitate the completion of each program submitted for consideration.
 - b. A baseline of current enrollments, including a breakout of resident and non-resident enrollment, in similar courses funded by the E&G budget entity.
 - c. An estimation of the total and net annual revenue the university anticipates collecting if the proposal is approved.
 - d. A description of how revenues will be spent, including whether any private vendors will be utilized. The institution must also identify all of the budget entities used for the program.
 - (f) The Board of Governors will act upon the responsible committee's recommendation at the next scheduled meeting. If a university board of trustees' proposal is denied, within five calendar days, the university board

of trustees may request reconsideration by the Board's Tuition Appeals Committee, which shall consist of the Chair of the Board and the Chair of each Board committee. The Tuition Appeals Committee will meet within ten calendar days after the Board of Governors' denial to consider a university board of trustees' request for reconsideration.

- (g) Any proposed increase in tuition and fees for an approved market tuition rate program or certificate must be approved first by the university board of trustees and then the Board of Governors.

(4) Reporting of Self-supporting and Market Tuition Rate Education Information

- (a) Credit hours generated by college-credit courses offered through all self-supporting and market tuition rate education programs shall not be reported as fundable credit hours and shall be reported to the Board of Governors separately from credit hours funded through the E&G budget entity using the State University Database System.
- (b) Degrees awarded for programs offered entirely through self-supporting or market tuition rate education shall be reported to the Board of Governors separately from degrees awarded for programs funded through the E&G budget entity using the State University Data System.
- (c) Institutions must complete an annual report in the format prescribed by the Chancellor and distributed through the data request system on all college-credit self-supporting and market tuition rate education programs. The report must be approved by the institution's board of trustees prior to submission and must include, at a minimum, the following information.
 - 1. The CIP Code and complete name of each program under which each self-supporting and market tuition rate education program is operating. Additionally, all program majors as defined in Board of Governors Regulation 8.011 must be identified.
 - 2. The approval dates for each program's tuition from the university board of trustees and Board of Governors.
 - 3. The approved tuition and fees for each program, including costs per credit hour and any additional fees, such that the total cost to the student for each program may be calculated.
 - 4. The revenues and expenditures for each degree and major within a college-credit self-supporting or market tuition rate education program.
 - 5. Other documentation to demonstrate compliance with this regulation as required.
- (d) Board staff may verify compliance with paragraph (2)(b), self-supporting non-credit courses or programs, as needed.

Authority: Section 7(d), Art. IX, Fla. Const.; Section 1009.24, Florida Statutes;
History—New 09-15-11; Amended 08-31-17, 11-10-22, 05-10-23.



September 18, 2025

Subject: Approval of CasaCuba total project budget and authorization for the FIU Foundation to provide funding for the construction of CasaCuba at the Benjamín León, Jr. Building (“CasaCuba”)

Proposed Action:

Florida International University Board of Trustees approval of the total project budget and the FIU Foundation’s proposed funding plan to provide the University access to funds to commence and complete the construction of CasaCuba. The plan will fund cash needs arising from the timing differential between capital pledge payments and expenses for the construction of the project.

Background Information:

CasaCuba, located at the Benjamín León, Jr. Building, will be a first-of-its-kind destination celebrating Cuban achievements, sharing the Cuban American experience, and showcasing FIU’s Cuba-related collections, expertise, and programming. The facility will provide a vibrant home where visitors can gather, learn, exchange ideas, and engage in dialogue on Cuban culture and affairs.

The total project budget for CasaCuba is now \$41,100,000 (the “Total Budget”). As of August 31, 2025, the FIU Foundation has secured \$28,811,739 in gifts and pledges (including estate commitments), of which \$11,287,937 has been received in cash. An additional \$6,826,770 in cash is projected in fiscal year 2025–26, bringing total cash receipts by the end of 2026 to \$18,114,707.

The FIU Foundation authorized the use of the corpus of the Mackenzie Scott Quasi-Endowment (the “Quasi-Endowment”) to fund the Total Budget cash needs of the CasaCuba project until the completion of the project. The funds drawn will be limited to the lesser of (i) Total Budget net of cash received, or (ii) the corpus of the Quasi-Endowment.

Draws on Quasi-Endowment funds will be permitted only on a reimbursement basis after FIU has first expended all available cash on hand, including pledge payments and new gifts designated for the project. Requests for reimbursement will be accompanied by complete documentation, including reconciled expenditures, invoices, and certification by the University’s Chief Financial Officer (or designee) that the costs align with the approved CasaCuba budget.

Pledge payments and new gifts will continue to be applied first to project expenses. Only after the Total Budget is funded will surplus funds be directed to repay prior draws on the Quasi-Endowment. Restoration of the Quasi-Endowment corpus to its full value will take precedence over the allocation of contributions elsewhere.

To maintain scholarship and programmatic funding during the period of reduced endowment availability, the FIU Foundation has the authority to allocate up to \$1,250,000 within a five-year period from the first request to cover such amounts from its General Reserve and/or Strategic Priority Reserve. Any additional funding needed to preserve the scholarship and academic programming needs beyond the FIU Foundation commitment of \$1,250,000 will be supported by the University.

Supporting Documentation: Funding Certification Form

Facilitator/Presenter: David H. Snider



Funding Certification Form

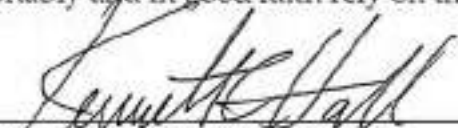
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Budget Authority Approval to Proceed with Construction of CasaCuba at the Benjamín León, Jr. Building within the Approved Project Budget of \$41.1 million.

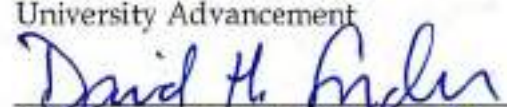
Funding Source(s):

Fund Code	Fund Code Description
901	CasaCuba Building Fund, Project ID 5000381
902	MacKenzie Scott Quasi-Endow, Project ID 4100900
900	General Reserve and/or Strategic Priority Reserve
210	General Revenue
331	Auxiliary Enterprises

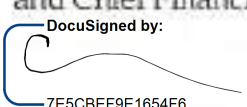
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.


 Kenneth C. Hall, Sr. Vice President,
 University Advancement

9/9/25
 Date


 David H. Snider, Interim Senior Vice President
 and Chief Financial Officer

9/9/25
 Date

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9/9/2025

Carlos B. Castillo, General Counsel

Date

Signed by:

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9/11/2025

Jeanette M. Nuñez, President

Date

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September 18, 2025

Subject: Sublease of the FIU Center for Imaging Science to Baptist Outpatient Services, Inc.

Proposed Action:

Florida International University Board of Trustees approval of terms and authorization to negotiate and execute a sublease of space at the FIU Center for Imaging Science with Baptist Outpatient Services, Inc.

Background Information:

On November 28, 2023, The Florida International University Board of Trustees, The Florida International University Health Care Network, Inc. and Baptist Health South Florida, Inc. entered into a Master Affiliation Agreement in order to develop an academic medical enterprise that will drive clinical, research and education growth for the benefit of the community by enhancing access to specialized care, spurring the development of novel therapies and leading to a more highly skilled workforce.

In synergy with this development, Baptist Outpatient Services, Inc. a Florida not-for-profit corporation and an affiliate entity of Baptist Health South Florida, Inc. ("Baptist") proposes to partially occupy 2,142 rentable square feet of 3,178 of space in the FIU Center for Imaging Science premises, located on the ground floor of PG5 located at 891 SW 109th Avenue, Miami, FL. The occupancy would be under a three-year sublease with the lessee's right to terminate on 90 days' notice and permitted use for Baptist to offer diagnostic imaging services to the public. The sublease would have a total value of \$741,816 and include the use of existing equipment, routine equipment maintenance, waste removal, janitorial services and utilities. Parking charges will be billed to Baptist incrementally at standard rates based on usage. FIU would install directional signage throughout PG5 and Baptist would install signage on the front door and within the rented premises, all at Baptist's expense and FIU's approval. Baptist would be permitted shared access to install all necessary equipment for connectivity in FIU's IT closet. The tentative occupancy date by Baptist is scheduled between October and November 30, 2025, pending an IT assessment. During the term of the sublease, FIU will have access to the sub-leased space for two and a half days per week, which will allow for continued research and student training by the University.

Supporting Documentation: Letter of Intent Between the Florida International University Board of Trustees and Baptist Outpatient Services, Inc.

Facilitator/Presenter: David H. Snider

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August 27, 2025

Florida International University
Office of Auxiliary & Enterprise Development
c/o Mr. Terry Horak

**RE: Proposal to lease approximately 2,142 rentable square feet within the FIU
Center for Imaging Science located in Suite 130 of the Parking Garage 5**

Dear Mr. Horak,

This letter of intent outlines the terms and conditions pursuant to which Baptist Outpatient Services, Inc., a Florida not-for-profit corporation, will agree to lease the described Premises (the "Lease").

LESSOR:	The Florida International University Board of Trustees
LESSEE:	Baptist Outpatient Services, Inc. a Florida not-for-profit corporation.
PREMISES:	Portion of Suite 130, totaling approximately 2,142 rentable square feet (the "Premises") on the ground floor of PG5 located at 891 SW 109 th Avenue, Miami, FL 33199 as shown in Exhibit "A". To be exclusively used by Lessee during the Occupancy Periods. Lessor shall continue to have access to spaces adjacent to the Premises.
EQUIPMENT:	MRI (Siemens MAGNETOM Prisma) and all standard furniture, fixtures and equipment located within the Premises (the "Equipment"). To be exclusively used by Lessee during the Occupancy Periods.
LEASE FORM:	Lessor will provide a draft of the Lease for Lessee's review.
LEASE TERM:	Three (3) years. Lessee shall have the right to terminate at any time with ninety (90) days' written notice.
OCCUPANCY PERIODS:	Every Monday and Tuesday from 7:00am-7:00pm and every Wednesday from 7:00am-1:00pm ("the Occupancy Periods"). Time periods may be adjusted based on MRI

availability. Any change must be approved in writing by both Parties

RENT: \$20,000.00 per month. Rent charges include the exclusive use of the Premises and Equipment during the occupancy periods and all expenses incurred to operate and maintain the Premises and Equipment.

ANNUAL INCREASES: Commencing in Year 2, the Base rent shall be increased annually at the start of each lease year by three percent (3.00%).

RENT COMMENCEMENT DATE: The date in which Lessee opens for business. (opening date is unclear as we work through IT set up timeline)

OPERATING EXPENSES: Not Applicable.

STORAGE Lessee shall have the right to store standard equipment and supplies in designated areas within the Premises outside of the Occupancy periods. Specific area(s) to be identified prior to lease execution.

IT: Lessee shall have shared access to install all necessary equipment for connectivity in FIU's IT closet.

**SECURITY DEPOSIT/
PREPAID RENT:** None.

MAINTENANCE: Lessor shall maintain in a good state of repair the mechanical, electrical and plumbing services to the suite, exterior building common area doors, exterior windows, and exterior walls of the Space, and common areas, roof and structural portions of the Building.

Lessor shall, at its sole cost and expense, keep and maintain the interior of the Premises and all equipment located therein in a clean, sanitary, and safe condition, reasonable wear and tear excepted. Such obligations shall include, without limitation, (a) janitorial and cleaning services, (b) routine maintenance and servicing of interior equipment and fixtures, (c) replacement of light bulbs, ballasts, and consumables, (d) disposal of trash and refuse, and (e) payment for all utilities and services furnished to or

consumed within the Premises, unless otherwise expressly provided in this Lease.

PARKING:

During the term of the Lease, Lessor will make available 3 reserved spaces for patient use within PG5 as shown in **Exhibit “B”**. Lessee shall pay the current rate of \$1,092.04 per space per year.

Staff parking will be available for Lessee’s employees in those spaces marked Admin at a current cost of \$502.20 per space per year. Both rates are subject to standard rate increases.

SIGNAGE:

At Lessee’s expense, Lessor shall install and maintain directional signage throughout PG5, guiding patients and visitors to the Premises as shown in **Exhibit “C-1”**. At Lessee’s expense, Lessee shall install and maintain all necessary signage (including digital signage) on the front door and within the Premises, as shown in **Exhibit “C-2”**.

INSURANCE

Lessee shall have the right to self-insure for any and all required insurance coverages.

ASSIGNMENT/ SUBLEASING:

Lessee shall have the right to assign the Lease to an affiliate of Lessee and to sublease all or a portion of the Premises to an affiliate upon prior written notice to Lessor. Lessee shall remain liable under the Lease in the event of an assignment or sublease to an affiliate.

CONFIDENTIALITY:

Lessor and Lessee agree that this letter of intent and any information and documents provided in connection therewith shall be kept confidential and shall only be disclosed to trustees, directors, officers, employees and agents of Lessor and Lessee who have a legitimate business reason to have access thereto.

The foregoing sets forth the general terms upon which Lessee is interested in leasing the Premises. This letter of intent is not a binding agreement, but merely an expression of the Lessee's interest. If the foregoing terms and conditions are acceptable to Lessor, please indicate such in the space provided below and return this letter of intent to us by no later than August 29, 2025. The Lease shall have such additional terms and conditions as are customary in transactions of this nature.

Sincerely,

Baptist Outpatient Services, Inc.

By: _____ Date: _____
Ana Lopez-Blazquez, CEO
Baptist Health Enterprises, Inc., its authorized Leasing Agent

The foregoing is agreed to by:

The Florida International University Board of Trustees

By: _____ Date: _____

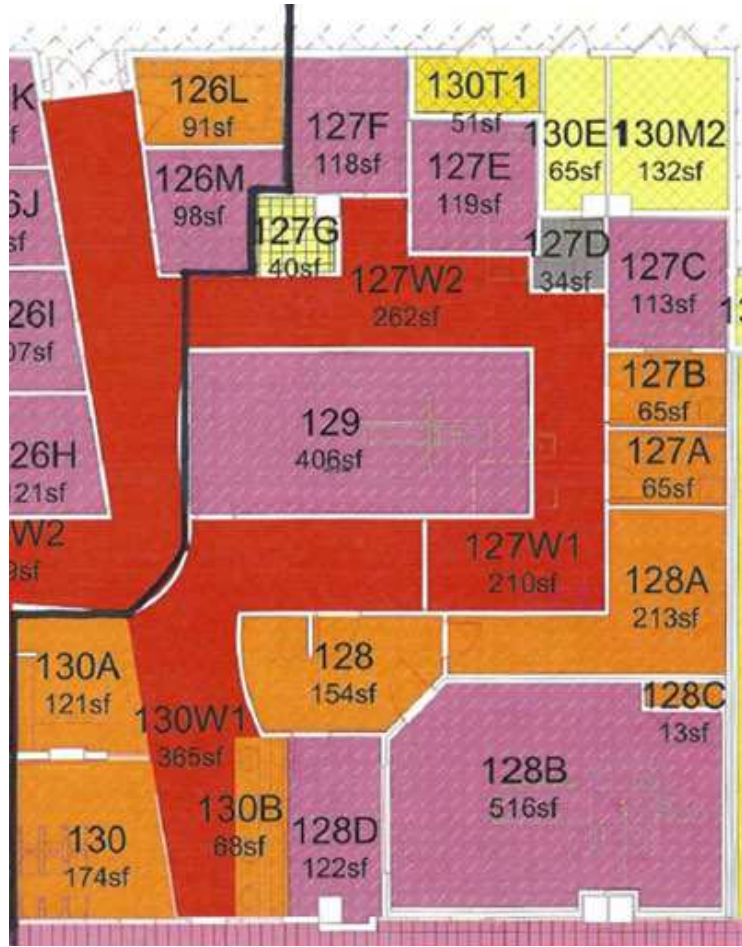
Name: _____

Title: _____

EXHIBIT A

PREMISES

(specific rooms to be confirmed prior to lease execution)



- 127B - Interview/Examination room – 65 SF
- 127C - Interview/Examination room – 113 SF
 - 127G – Restroom – 40 SF
- 130 - Waiting room – 174 SF
- 130A – Reception – 121 SF
- 128 - Changing area – 154 SF
- 128D - MRI Control Room – 122 SF
- 128B - MRI scanner room – 516 SF
 - Hallways – 837 SF

EXHIBIT B
PARKING

EXHIBIT C-1

SIGNAGE
(Directional Signage)

EXHIBIT C-2

SIGNAGE
(Entrance Door/Interior Signage)



September 18, 2025

Subject: Authorization to Increase Project Budget for the Trish and Dan Bell Chapel and East Loop Road Realignment from \$35.86M to \$38.52M

Proposed Action:

Florida International University Board of Trustees authorization to increase the project budget for the Trish and Dan Bell Chapel and East Loop Road Realignment ("Project") from \$35,861,689 to \$38,523,478.

Background Information:

On December 3, 2020, the FIU Board of Trustees (BOT) approved the naming of The Trish and Dan Bell Chapel ("Chapel"), the design of the Chapel, the design of the roadway improvements on the east side of the FIU Modesto A. Maidique Campus (MMC) to accommodate the construction of the Chapel and the future expansion of the Graham Center, and an amendment to the 2010-20 University MMC Campus Master Plan to include the Chapel and roadway improvements as contemplated in the proposed 2015-30 University MMC Campus Master Plan.

The FIU Board of Trustees approved the project budget of \$35,861,689 on September 14, 2023. Subsequently, additional funding of \$13,014 was provided by the FIU Foundation and \$12,276 was received from the Parking Auxiliary to augment the East Loop Road Realignment component of the project.

During the installation of one of the largest precast panels on March 20, 2025, a 1-inch deflection of the supporting steel structure was observed which necessitated the immediate removal of the panel. After several on-site meetings between FIU, the design team, Moss Construction (the Construction Manager) and a third party structural engineer, several design flaws have been identified.

Moss Construction presented a construction change order amounting to \$2,636,499 in response to the design revision developed by the architect and the structural engineer of record. The change order would increase the budget to \$38,523,478 and formally extend the construction schedule by twelve (12) months resulting in a new substantial completion date of July 30, 2026. This change order is under review and has not been formally approved or accepted by the University. The University is exploring options to recover the additional funds required to correct the deficiencies noted above, including litigation. To continue moving forward with the completion of the project in a timely manner and in an abundance of caution, approval of the \$2,636,499 increase in budget is requested as a not-to-exceed amount with the expectation a lesser amount will be agreed upon as negotiations with Moss Construction continue.

The funding sources for the total increased budget are as follows:

Private Funding for Chapel:	\$25,897,748
Funding for Completed East Loop Road	
Unrestricted Treasury Auxiliary Fund Balances:	\$ 3,444,286
CITF (Capital Improvement Trust Fund Appropriations):	\$ 3,000,000
Section 197 Deferred Building Maintenance/Infrastructure:	\$ 3,519,655
Parking and Transportation Auxiliary:	\$ 12,276
FIU Foundation	\$ 13,014
<u>Unrestricted Auxiliary Funds</u>	<u>\$ 2,636,499</u>
Total Project Budget	\$38,523,478

Supporting Documentation: Funding Certification Form

Facilitator/Presenter: David H. Snider



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: Authorization to Increase Project Budget for the Trish and Dan Bell Chapel and East Loop Road Realignment from \$35.86 to \$38.52M

Funding Source(s):

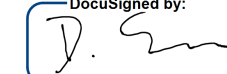
Fund Code	Fund Code Description
710	Private Funding for Chapel
739	Unrestricted Treasury Auxiliary Fund Balances
711	CITF (Capital Improvement Trust Fund Appropriations)
720	Section 197 Deferred Building Maintenance/Infrastructure
734	Parking and Transportation Auxiliary
710	FIU Foundation

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.

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Keneth Hall, Sr. VP Advancement

9/10/2025
Date

DocuSigned by:

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David H. Snider, Interim Senior Vice President and Chief Financial Officer

9/10/2025
Date

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Carlos B. Castillo, General Counsel

9/10/2025
Date

Signed by:

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Jeanette M. Nuñez, President

9/11/2025
Date

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September 18, 2025

Subject: Authorization to Increase Project Budget for the Innovation II Facility from \$69.5M to \$100.6M

Proposed Action:

Florida International University Board of Trustees authorization to increase the project budget for the Innovation II facility ("Project") from \$69,500,000 to \$100,566,473.

Background Information

On June 2, 2016, the FIU Board of Trustees (BOT) approved the original request for Engineering Phase I and Engineering Phase II (name later changed to Innovation I and Innovation II) in the FY17-18 Fixed Capital Outlay Budget request in the amount of \$150,000,000 for both phases, funded with \$105,000,000 in Public Education Capital Outlay (PECO) funds (70%) and \$45,000,000 in future private funds (university matching funds and/or philanthropy) (30%). Phase I has been completed at a cost of \$74,468,274 with shelled space available for future research and Maker Space build-out.

The Innovation II total project budget is currently set at \$69,500,000.

FY22-23 PECO/SFRF	\$33,500,000
FY23-24 PECO	\$15,150,000
<u>Future Private Funds</u>	<u>\$20,850,000</u>
Total Project Budget	\$69,500,000

The "future private funds" is considered the University's commitment to contribute 30% of the funding for the project. Current commitments show \$13,500,000 from the Herbert Wertheim College of Medicine (HWCOC) and \$5,000,000 from the Office of Research and Economic Development (ORED). Note that the PECO/SFRF funds must be disbursed by December 31, 2026. This deadline may require the approval of a request for extension from the Governor's Office.

Since the original Capital Improvement Plan of 2016, the building program has changed significantly, driven by FIU's Strategic Plan 2025-2030 *Experience Impact*. The building was originally conceived as a three- to four-story structure encompassing 75,000 gsf. The design now stands at five stories and 89,538 gsf. Where the original program was influenced primarily by the College of Engineering and Computing, the University Provost provided additional program guidance to ensure Innovation II aligns with our new strategic plan, particularly FIU's academic mission of research, clinical, instructional and work force activities in the areas of health, technology and innovation. The proposed facility now addresses critical space needs identified by ORED,

HWCOC, the Nicole Wertheim College of Nursing and Health Sciences, and the Robert Stempel College of Public Health and Social Work, as well as the College of Engineering and Computing.

The revised program adds an animal care facility (ACF)/vivarium and Maker Space that was not accommodated in Phase 1. The number of offices and classroom spaces was reduced by approximately half and changed to research space. The cost of the vivarium and research space is greater than office and classroom space due to the need for extensive mechanical infrastructure.

Working with the expanded program committee appointed by the Provost, the architect for the facility, Perkins+Will, submitted the revised program on December 13, 2023, which FIU approved on May 15, 2024. Based on the revised program, Perkins+Will then delivered the Advanced Schematic Design (ASD) on January 24, 2025, for a five-story 89,538 gsf facility. Despite the significant increase in program requirements, FIU did not adjust the original budget of \$69.5M; opting to wait for actual cost estimates from the Construction Manager (CM), Skanska USA Building Company, who had been contracted on December 18, 2024. Skanska provided the ASD cost estimate on April 4, 2025 totaling \$68.6M, roughly \$18M over the construction budget of \$50.7M due to the increase in program including the vivarium, Maker Space, and conversion of offices and classrooms to labs and research spaces, all of which require mechanical system upgrades and additional space.

In response, the A/E developed four options to shell various areas of the building, including removal of research spaces and the multipurpose classrooms. After reviewing these options with new CM cost estimates in June 2025, FIU requested three additional options for consideration (seven total) reviewing them in July 2025. Budget deficits ranged from a reduced four-story option with only HWCOC space (\$4.1M deficit) to the full five-story facility (\$33.4M deficit) with 92% of the facility as finished space and only the Maker Space and first floor clinical space as gray shell. Following extensive discussion, including the use of FIU reserves to fund the deficit, FIU opted for the full five-story facility on August 27, 2025, with a total project cost of \$100,566,473.

The current budget deficit of \$33.4M will be funded with unrestricted Treasury funds and Education and General (E&G) carryforward. On approval, the increased budget for Innovation II will be added to the FIU Fixed Capital Outlay (FCO) Plan.

The proposed funding sources for the increased budget are:

FY22-23 PECO/SFRF	\$ 33,500,000
FY23-24 PECO	\$ 15,150,000
HWCOC Commitment	\$ 13,500,000
ORED Commitment	\$ 5,000,000
E&G Carryforward	\$ 4,381,459
<u>Unrestricted Treasury Reserves</u>	<u>\$ 29,035,014</u>
Total Project Budget	\$100,566,473

Supporting Documentation: Project Budget Sheet
Funding Certification Form

Facilitator/Presenter: David H. Snider

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SPACE TYPE	NASF	NASF/GSF FACTOR	GSF	CONST. COST PER GSF*	COST \$
Campus Support					
Animal Care Facility					
Research Lab					
Teaching Lab					
Classroom					
Maker/Industry Partnership					
Office/Computer					
Meeting / Conference					
AREA TOTALS					
NEW BUILDING CONSTRUCTION COST					\$69,493,684
TOTAL NEW & REMODELING CONSTRUCTION COST					\$69,493,684

1. CONSTRUCTION COMPONENTS

a. Building Construction Cost	\$69,493,684
SUBTOTAL WITH CONSTRUCTION COMPONENTS	\$5,000,000
TOTAL CONSTRUCTION COST	\$74,493,684

2. OTHER PROJECT COMPONENTS	SUBTOTALS	TOTALS
a. Land acquisition		N/A
b. Professional Fees		\$5,188,131
Base Agreement - A/E Fee Curve "B" (negotiated w/ AE)	\$4,343,194	
Programming (negotiated w/ AE)	\$100,000	
Construction Manager Pre-Construction (negotiated w/ CM)	\$744,937	
c. Fire Marshal (0.25%)		\$186,234
d. Inspection Services		\$870,000
Project Representative - on-site (negotiated w/ AE)	\$420,000	
Code Inspector (FIU consultant L.S.)	\$250,000	
Threshold Inspector (Negotiated w/ AE)	\$200,000	
e. BIM Consultant		\$74,494
f. Surveys/Tests		\$100,000
Topographical Survey (negotiated w/ AE)	\$10,000	
Geotechnical Tests (negotiated w/ AE)	\$25,000	
Soil and Concrete Testing (negotiated w/ AE)	\$50,000	
HVAC System Tests (negotiated w/ AE)	\$15,000	
Other		
g. Permit/Impact/Environmental Fees		\$15,000
Permits (Stormwater DEP)	\$5,000	
WASA	\$5,000	
Environmental	\$5,000	
h. Artwork (Max. per F.S.)		\$100,000
i. Movable Furnishings & Equipment (Based on 10% of Building Cost)		\$11,960,412
General Office Furniture-	TBD	
Health/clinical	TBD	
Teaching Lab F&E	TBD	
Integrated Technology	TBD	
SUBTOTAL OTHER PROJECT COMPONENTS		\$18,494,271
j. Contingencies (5%)		\$4,649,398
k. Construction Services Reimbursement (3%)		\$2,929,121
SUBTOTAL OTHER PROJECT COMPONENTS		\$26,072,789
TOTAL PROJECT COST (Items #1 & #2)		\$100,566,473

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Funding Certification Form

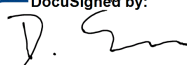
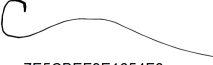
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Authorization to Increase Project Budget for the Innovation II Facility from \$69.5M to \$100.6M

Funding Source(s):

Fund Code	Fund Code Description
720	FY22-23 PECO/SFRF
720	FY23-24 PECO
331	HWCOM Auxiliary
661	Sponsored Research
601	College of Medicine Incidental Revenue
211	Educational and General Carryforward
331	Unrestricted Treasury Reserves

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.

Signed by:  DDF113122E2D4E3... Andres G. Gil, Senior Vice President for Research & Economic Development & Dean	9/9/2025 _____ Date
DocuSigned by:  6493424338BD44A... Juan Cendan, Senior Vice President & Dean Of College of Medicine	9/9/2025 _____ Date
DocuSigned by:  2DC9CD729AD24D4... David H. Snider, Interim Senior Vice President and Chief Financial Officer	9/10/2025 _____ Date
DocuSigned by:  7E5CBEF9E1054F0... Carlos B. Castillo, General Counsel	9/10/2025 _____ Date
Signed by:  8623B27F0C8143D... Jeanette M. Nuñez, President	9/11/2025 _____ Date

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September 18, 2025

Subject: Authorization to increase budget for the Graham Center expansion from \$46.26M to \$56.26M and re-allocation of \$7.5M CITF from Aquatic Center project and \$2.5M CITF from Track Stadium project to Graham Center Expansion

Proposed Action:

Florida International University Board of Trustees authorization to increase the budget for the Graham Center Expansion ("Project") from \$46,255,655 to \$56,255,655 and re-allocation of \$7.5M Capital Improvement Trust Fund (CITF) from the Aquatic Center Project and \$2.5M CITF from the Track Stadium Project to the Graham Center expansion.

Background Information:

On September 12, 2024, the FIU Board of Trustees approved the Graham Center Expansion project with a budget of \$46,255,655, funded primarily by Capital Improvement Trust Fund (CITF) allocations and auxiliary support. The project scope included a new 15,000 SF grand ballroom, additional meeting rooms and related spaces.

Subsequent design development with ikon.5 Architects and University leadership led to the selection of the Beacon of Enlightenment concept on May 23, 2025, which establishes an iconic, student-centered presence along the Avenue of the Professions.

To remain within the original budget, several critical program elements were either omitted or reduced, including:

- **Enclosed walkway and expanded ballroom lobby (\$6.6M):** Guests parking in the Gold or Blue Garages currently must enter the Graham Center from the south entrance, walk through the building, exit to the outside, and then re-enter at the ballroom wing. This creates a fragmented and exposed path of travel that disrupts the guest experience. An enclosed walkway would provide continuity throughout the building, allowing seamless navigation to the ballrooms without exposure to the elements. This improvement would also expand the lobby for the current ballroom, enhancing its programmatic flexibility. Finally, the entire north façade of the Graham Center would be refreshed and modernized, further elevating the most student-centric building on the Modesto A. Maidique MMC campus.
- **Renovate existing ballroom and additional meeting spaces (\$3.4M):** Updating the existing ballroom to match the new expansion, along with reinstating reduced meeting and storage areas, ensures design consistency, maximizes functionality, and supports long-term program delivery.

The absence of these scope components would severely limit the long-term functionality, student experience, and auxiliary revenue potential of the project. To ensure the Graham Center expansion is completed to its full potential, an additional \$10 million in CITF funding is required.

It is proposed that funding be reallocated from other projects with available CITF balances, specifically \$7.5M from the Aquatic Center Project and \$2.5M from the Track Project, towards the Graham Center expansion. This reallocation ensures that the University delivers a project of preeminent quality that will support the growing programmatic needs of 56,000+ students, strengthen community partnerships, and provide premier event facilities. The Student Government Association President and University Trustee, Francesca Casanova, has been consulted and is supportive of this reallocation.

Present Approved Budget: \$46,255,655

Received:

Previous CITF Allocations:	\$ 29,733,926
Graham Center Auxiliary:	<u>\$ 2,000,000</u>
	\$ 31,733,926

Projected:

CITF Allocation 2025-26:	\$ 6,333,631
CITF Allocation 2026-27:	\$ 6,398,377
Business Services Auxiliary:	\$ 1,080,000
Graham Center Auxiliary:	<u>\$ 709,721</u>
	\$ 14,521,729

The proposed funding sources for the increased budget are as follows:

Previously Approved CITF and Auxiliary Budget:	\$ 46,255,655
Reallocation from Aquatic Center Project:	\$ 7,500,000
Reallocation from Track Project:	<u>\$ 2,500,000</u>
Total Project Budget	\$ 56,255,655

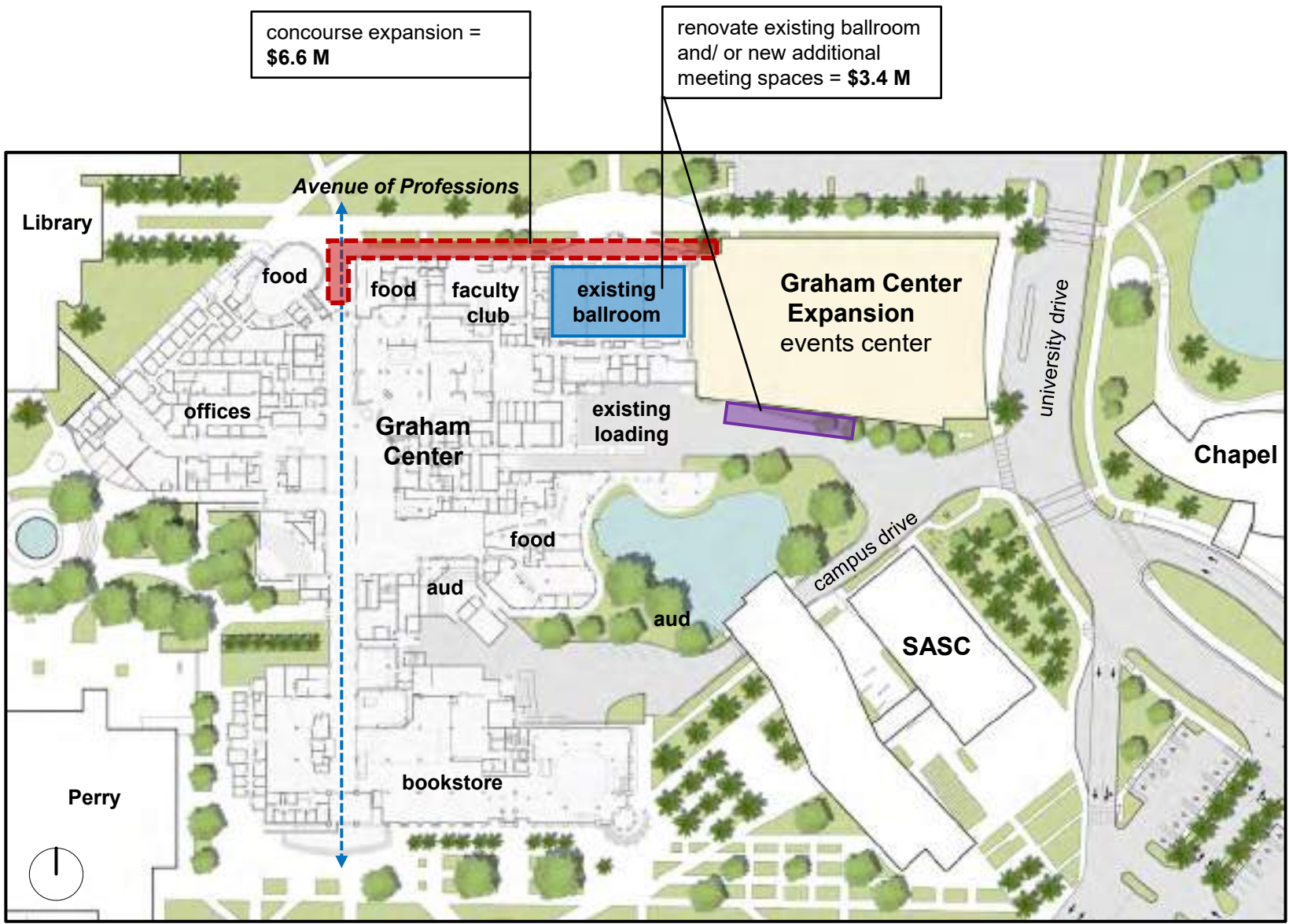
Supporting Documentation: Enhancements Presentation
Funding Certification Form

Facilitator/Presenter: David H. Snider

**Graham Center Expansion
BT-921**

**Finance & Facilities
Committee Meeting**





Potential Enhancements

Additional funding for the Graham Center Expansion will enhance the campus masterplan and physically & visually unify the composition of the Graham Center thereby strengthening the student experience.

The additional funding will allow construction of:

- An **enclosed north concourse** along the Avenue of Professions that will physically connect the north entry of the Graham Center to the new ballroom lobby at University Drive. This enclosed concourse will resolve an existing problem at Graham by connecting the existing and new ballrooms internally to the central student center promenade. The new façade of the expanded concourse will unify the north and east facades of the Graham Center improving campus appearance and identity.
- **Renovation of the existing ballroom and pre-function spaces** with upgraded finishes, accessibility, an AV technology
- Potential expansion of **meeting spaces for students**



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: Graham University Center Expansion - The project scope included a new 15,000 SF grand ballroom, additional meeting rooms and related spaces.

Funding Source(s):

Fund Code	Fund Code Description
711	Capital Improvement Trust Fund (CITF)
331	Auxiliary Enterprises Fund

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.

Charlie Andrews
Charlie Andrews, Vice President

9-3-2025
Date

David H. Snider
David H. Snider, Interim Senior Vice President
and Chief Financial Officer

9/3/25
Date

DocuSigned by:
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Carlos B. Castillo, General Counsel

9/5/2025
Date

Signed by:
Jeanette Nuñez
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Jeanette M. Nuñez, President

Signed by:
Jeanette Nuñez
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Date

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Financial Summary Overview ¹
Fiscal Year 2024-25

	Year To Date June 2025						
	Budget	Current Year Actual	Variance				
			\$	%			
(\$ in millions)							
Revenue / Receipts							
University							
Educational and General (net) ²	\$	688.9	\$	700.1	\$	11.2	1.6%
University		637.3		648.0		10.7	1.7%
College of Medicine		51.6		52.1		0.5	1.0%
FIU Self-Insurance Program		0.4		0.4		-	0.0%
Auxiliary Enterprises		271.8		278.8		7.0	2.6%
Intercollegiate Athletics		31.9		33.2		1.3	4.1%
Activities and Service		19.6		21.0		1.4	7.1%
Technology Fee		10.6		11.3		0.7	6.6%
Board Approved Fees		0.4		0.4		(0.0)	-2.4%
Contracts and Grants		256.9		244.0		(12.9)	-5.0%
Student Financial Aid		318.3		282.7		(35.6)	-11.2%
Concessions		1.0		1.1		0.1	10.0%
Direct Support Organizations							
FIU Athletic Finance Corp.		5.1		6.8		1.7	33.3%
FIU Foundation Inc.		42.3		38.1		(4.2)	-9.9%
Contributions for University Support		41.0		36.6		(4.4)	-10.7%
Contributions and Operating Revenues		1.3		1.5		0.2	15.4%
FIU Health Care Network		18.7		21.5		2.8	15.0%
FIU Children's Alliance for Research & Education Inc.		-		5.0		5.0	0.0%
FIU Research Foundation		0.7		0.5		(0.2)	-34.5%
Interfund Adjustments ³		(12.5)		(12.5)		-	0.0%
Total Operating Revenues	\$	1,654.1	\$	1,632.4		(21.7)	-1.3%
University: Treasury (net), Contracts & Grants, & Self- Insurance Program		17.6		36.1		18.5	105.1%
DSO's: FIU Foundation Inc., AFC, HCN, CARE		25.8		67.6		41.8	162.0%
Total Investment Revenues	\$	43.4	\$	103.7	\$	60.3	138.9%
Total Revenues / Receipts	\$	1,697.5	\$	1,736.1	\$	38.6	2.3%
Expenses							
University							
Educational and General (net)	\$	688.9	\$	620.3	\$	68.6	10.0%
University		637.3		574.2		63.1	9.9%
College of Medicine		51.6		46.1		5.5	10.7%
FIU Self-Insurance Program		0.2		0.2		-	0.0%
Auxiliary Enterprises		266.0		255.5		10.5	3.9%
Intercollegiate Athletics		31.4		32.1		(0.7)	-2.2%
Activities and Service		20.3		18.7		1.6	7.9%
Technology Fee		11.5		12.2		(0.7)	-6.1%
Board Approved Fees		0.4		0.4		-	0.0%
Contracts and Grants		236.8		239.8		(3.0)	-1.3%
Student Financial Aid		319.2		281.5		37.7	11.8%
Concessions		1.1		0.9		0.2	18.2%
Direct Support Organizations							
FIU Athletic Finance Corp.		2.6		2.7		(0.1)	-2.3%
FIU Foundation Inc.		61.1		57.3		3.8	6.2%
University Program Support		49.6		47.9		1.7	3.5%
Operating Expenses		1.6		1.8		(0.2)	-11.8%
FIU Health Care Network		14.6		10.8		3.8	26.0%
FIU Children's Alliance for Research & Education Inc.		-		1.2		(1.2)	0.0%
FIU Research Foundation		-		0.0		(0.0)	0.0%
		-		-		-	0.0%
Interfund Adjustments ³		(12.5)		(12.5)		-	0.0%
Total Expenses		1,641.6		1,521.1		120.5	7.3%
Principal Payment of Debt ⁴		9.6		9.7		(0.1)	-0.9%
Change in Net Assets (incl. Investments)	\$	46.2	\$	205.3	\$	159.1	344.3%
Change in Net Assets (excl. Investments)	\$	2.9	\$	101.6	\$	98.7	3408.5%

Florida International University
Financial Performance Overview
Fiscal Year 2024-25

Financial Highlights: Real Timing

Operations - By Fund and Direct Support Organization

Educational and General Variance: Revenues \$11.2M, Expenses \$68.6M

I. University (ex-College of Medicine) Variance: Revenues \$10.7M, Expenses \$63.1M

Operating Revenues

State Appropriations:	5.5	-
▪ Amendments for distributions for Programs of Strategic Emphasis waiver, \$5.0M; Nursing LINE, \$0.6M; and lower risk management insurance premium, (\$0.1M)		
Tuition:		
▪ Undergraduate base: student credit hour enrollment is 388 FTE or 1.3% above target; associated tuition revenues are below plan mainly due to less than anticipated transfer students somewhat offset by higher than anticipated enrollment of first-time-in-college (FTIC) students.	(1.5)	-
▪ FIU Fully Online: Lower enrollment by 87 FTE or 0.1%, mainly less non-resident students, resulting in lower than planned net tuition revenue.	(3.1)	-
▪ Dual Enrolled: student credit hour enrollment is higher than target by 175 FTE or 15.5%; favorable revenue variance is driven mainly by unbudgeted revenues from in-state fee for on-campus dual enrolled students — tuition for off-campus, dual enrolled students is waived by statute.	0.7	-
▪ Shorelight Enrollment (international students): 46.0% or 476 FTE higher than budgeted enrollment; net tuition revenue from progressed students is above plan.	4.8	-
▪ Tuition differential: above target due to overall higher undergraduate enrollment and less than anticipated prepaid contract exclusions.	3.1	-
▪ Graduate and Professional: student credit hour enrollment above target by 4.2% or 217 FTE, higher enrollment across all levels, however total net tuition revenue is reduced by less than anticipated non-resident students.	0.4	-
▪ Incidental revenues are below target due to lower revenues from excess hour fees, application fees, and late registration and late payment fees, slightly offset by higher repeat course fees.	(0.9)	-
▪ Institutional financial aid and 30% differential tuition allocations are higher than target driven by higher tuition differential revenues.	(1.0)	-
▪ Lower than anticipated bad debt allocation.	1.1	-
▪ Waivers are lower than target mainly due to less than anticipated allocations of graduate assistant/fellowship waivers, mandatory non-resident waivers, and special talent, \$4.1M; offset by Programs of Strategic Emphasis waivers not funded by the State, (\$2.5M).	1.6	-

Total Revenues Variance	\$ 10.7	\$ -

Operating Expenses:

Real savings of \$63.1M are mainly from vacant positions and personnel leave paid out of the fringe benefit pool, \$20.1M; delayed spending on the special appropriation for the Adam Smith Center for Economic Freedom, \$19.8M, and other special appropriations such as faculty recruitment and retention incentives and Nursing LINE funds, \$5.5M; other in-unit savings, \$9.2M; placeholders for annualization of distributions made during the year, increased fringe benefit rates, utilities, and minimum wages, and other unallocated placeholders, \$13.4M; and lower risk management insurance premium passthrough, \$0.1M; offset by an additional state appropriation for Programs of Strategic Emphasis waivers, (\$5.0M).	\$ 63.1	\$ -

II. College of Medicine Variance: Revenues \$0.5M, Expenses \$5.5M

Net tuition revenue is higher than target due to higher than anticipated enrollment.	\$ 0.5	\$ -
The real favorable expense variance is driven mainly by savings from vacant positions, \$5.5M, and expense savings in professional fees and dues, travel, and other expenses, \$1.6M; offset by other higher than anticipated university-wide bonuses, temporary employees, and operating capital outlay expenses, (\$1.6M).	\$ 5.5	\$ -

Florida International University
Financial Performance Overview
Fiscal Year 2024-25

Financial Highlights:	Real	Timing
FIU Self-Insurance Program Variance: Revenues \$0.0M, Expenses \$0.0M		
Operating Revenue are below budget by \$18K due to lower than anticipated premium costs. Only sufficient funding needed to cover costs are provided.	\$ -	\$ -
Operating expenses were below budget by \$28K driven by less than planned program administration charges.	\$ -	\$ -
Auxiliary Enterprises Variance: Revenues \$7.0M, Expenses \$10.5M		
Revenues are above plan by \$7.0M, driven mainly by a one-time capital investment from the food service partner for the new residential dining facility, \$3.8M; higher revenues in market rate and self-supporting programs and parking and student health fee revenues due to overall higher enrollment, \$2.8M; higher rental income, \$2.0M; and increased revenues across various auxiliaries, \$0.5M; offset by lower housing occupancy, mainly in Summer 2025, (\$2.1M).	\$ 7.0	\$ -
Expenditures are below budget by \$10.5M mainly due to vacant positions across all auxiliaries offset by higher than anticipated university-wide bonuses and temporary instructional faculty, \$6.9M; savings in Housing and Residential Life from projects not completed during the year, \$1.4M, and savings across various other auxiliaries \$4.1M; offset by higher scholarship expenses, (\$1.1M); and higher fixed capital outlay expenses mainly in the Division of Information Technology, (\$0.8M).	\$ 10.5	\$ -
Intercollegiate Athletics Variance: Revenues \$1.3M, Expenses -\$0.7M		
The revenue variance of \$1.3M is mainly due to higher Intercollegiate Athletic Fee revenues from higher student credit hour enrollment, \$1.2M, and higher other revenues, \$0.1M.	\$ 1.3	\$ -
Real, higher expenses of \$0.7M are due to additional recruiting and team travel, (\$0.5M); unbudgeted university-wide bonuses, consulting services, and executive search expenses for a new head football coach, (\$0.6M), and personnel and other expenses, (\$0.2M); offset by savings from bowl game travel, \$0.6M.	\$ (0.7)	\$ -
Student Activity and Service Variance: Revenues \$1.4M, Expenses \$1.6M		
Operating revenues are higher than plan due to higher Student Activity and Service Fee revenues as a result of higher student credit hour enrollment, \$1.2M, and higher revenues in the Student Orientation Program, \$0.2M.	\$ 1.4	\$ -
The favorable variance of \$1.6M is primarily due to savings from vacant positions mainly in the student unions, student recreation centers, and student supported activities.	\$ 1.6	\$ -
Technology Fee: Revenues \$0.7M, Expenses -\$0.7M		
Operating revenues are higher than plan due to higher Technology Fee revenues from higher student credit hour enrollment, \$0.7M.	\$ 0.7	\$ -
Expenses are above target due to higher than anticipated spending on projects, (\$1.1M), offset by savings from vacant positions and fixed capital outlay expenses, \$0.4M.	\$ (0.7)	\$ -
Board Approved Fees: Revenues \$0.0M, Expenses \$0.0M		
Revenues are below plan by \$14K or 3%, due to slightly less than anticipated students reaching the minimum eligibility threshold of seventy credit hours to be assessed the Bar Test Prep Fee.	\$ (0.0)	\$ -
Expenses are below plan by \$25K or 6% due to less than anticipated payments to the third-party service provider.	\$ 0.0	\$ -

Florida International University
Financial Performance Overview
Fiscal Year 2024-25

<u>Financial Highlights:</u>	<u>Real</u>	<u>Timing</u>
Contracts and Grants Variance: Revenues -\$12.9M, Expenses -\$3.0M		
Sponsored Research:		
The unfavorable variance in revenues of \$12.3M is mainly due to lower than planned revenues from federally sponsored projects, largely driven by the termination of grants by the federal government.	\$ (12.3)	\$ -
Expenditures are above budget by \$3.8M mainly due to higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers, (\$12.2M), offset by lower expenses across federal and other sponsored projects, \$8.4M.	\$ (3.8)	\$ -
External Contracts:		
Revenues are under plan by \$0.6M due to delays in receiving DSO reimbursements of expenses, (\$1.5M); offset by higher than anticipated revenues from incidental contracts, \$1.0M, such as Herbert Wertheim College of Medicine low-income pool (LIP) and College of Nursing and Health Sciences healthcare partner matching contributions for student scholarships.	\$ (0.6)	\$ -
Expenses are below budget by \$0.8M, mostly as a result of later than anticipated expenses that will be reimbursed by the FIU Foundation Inc.	\$ 0.8	\$ -
Student Financial Aid Variance: Revenues -\$35.6M, Expenses \$37.7M		
Student Financial Aid revenue is below target by \$35.6M or 11% mainly due to less than anticipated Pell grant awards due to less eligible students and lower awards per student, (\$40.1M) — the Pell grant budget estimates were based off the SAI Modeling Tool created by the National Association for Student Financial Aid Administrators (NASFAA) — and donor-related scholarship revenues, (\$0.9M); offset by higher than anticipated Bright Futures awards, \$3.0M; institutional aid due to higher tuition differential revenues and subsequent allocation of 30% of the revenues to financial aid as required by f. s. 1009.24, \$1.7M; and federal work study, \$0.7M.	\$ (35.6)	\$ -
Student Financial Aid expenses are below target by \$37.7M or 12% mainly due to less than anticipated Pell Grant awards, \$40.7M, departmental scholarships, \$1.2M, and other sources of financial aid, \$0.4M; offset by higher institutional aid, (\$2.4M); and Bright Futures awards, (\$2.2M).	\$ 37.7	\$ -
The positive change in net position of \$2.9M is \$2.5M above target and is mainly due to higher net revenues over expenses from Federal Work Study, Pell Grants, and Bright Futures; and higher distributions of investment earnings; offset by greater institutional aid expenses.		
Concessions Variance: Revenues \$0.1M, Expenses \$0.2M		
Operating revenues are \$95K or 10% above target mainly due to higher sponsorship revenues, \$40K and commissions in both vending, \$28K, and laundry in student housing, \$26K.	\$ 0.1	\$ -
The favorable variance of \$181K is driven mainly by lower expenses in administrative overhead (from vending), \$51K; student-related events funded by laundry commissions in Housing and Residential Life, \$37K; and university events, \$94K.	\$ 0.2	\$ -

Florida International University

Financial Performance Overview

Fiscal Year 2024-25

Financial Highlights:	Real	Timing
FIU Athletic Finance Corp. Variance: Revenues \$1.7M, Expenses -\$0.1M		
Operating revenues are higher than projected due to revenue from the stadium naming rights agreement for the now named Pitbull Stadium, which was finalized in August 2024, \$1.1M; additional rental and other income from an event held in the stadium, \$0.5M; and higher NCAA Conference and sponsorship revenue, \$0.6M; partially offset by budgeted support from the FIU Foundation Inc. to cover the debt service ratio which was not needed, (\$0.5M).	\$ 1.7	\$ -
Operating expenses are higher than budget due to additional professional service and custodial service expenses, offset by savings in debt service interest payments as the loan modification in November 2024 resulted in a change in when debt service interest payments are due.	\$ (0.1)	\$ -
FIU Foundation Inc. Variance: Revenues -\$4.2M, Expenses \$3.8M		
The unfavorable revenue variance of \$4.2M is driven by less than anticipated cash contributions for scholarships and programs and building funds.	\$ (4.2)	\$ -
The real, favorable expense variance of \$3.8M is due to savings in FIU Foundation Inc. operations from vacant positions, less professional services, costs associated with donor events, and less expenses associated with subsidiaries of the FIU Foundation Inc., \$2.2M. Additionally, savings of \$1.6M in support of the university are largely due to delays in capital project expenses, partially offset by higher scholarships and programs expenses.	\$ 3.8	\$ -
FIU HealthCare Network Variance: Revenues \$2.8M, Expenses \$3.8M		
Operating revenues are \$2.8M higher than estimates due to higher revenues from the Graduate Medical Education (GME) program, and higher than expected net patient revenue and clinical compensation.	\$ 2.8	\$ -
Expenses are \$3.8M lower than budget due to the startup of Graduate Medical Education (GME) and research activities which will begin later than estimated.	\$ 3.8	\$ -
FIU Children's Alliance for Research & Education Inc. Variance: Revenues \$5.0M, Expenses -\$1.2M		
The Comprehensive Pediatric agreement with Nicklaus Children's Hospital was executed on March 7, 2025, after the original budget was approved by the FIU Board of Trustees. Revenues represent annual mission support received under Amendment #1 to the Comprehensive Pediatric agreement.	\$ 5.0	\$ -
Expenses incurred are reimbursements to FIU for operational expenses.	\$ (1.2)	\$ -
FIU Research Foundation Variance: Revenues -\$0.2M, Expenses \$0.0M		
Revenues are below target due to delays in receipt of royalty revenues from some agreements.	\$ (0.2)	\$ -
Operating expenses are higher than budget by \$20K due to unbudgeted expenses related to a conference for the Academy of Science, Engineering and Medicine of Florida (ASEM).	\$ (0.0)	\$ -

Florida International University

Financial Performance Overview

Fiscal Year 2024-25

Financial Highlights:

Real Timing

Net Investment Returns: \$60.3M

University Treasury investments fiscal year-to-date returns are 6.3% representing investment revenues of \$34.9M. Net investment revenues of \$33.8M — comprised of \$19.0M of realized investment earnings, \$15.9M of unrealized gains, and Treasury operating expenses of \$1.1M — are \$16.9M above plan. Investment income and unrealized gains in **Contracts & Grants**, mainly related to a National Institutes of Health grant invested as an endowment with the FIU Foundation Inc. is \$1.2M above target. Additionally, the **Self-Insurance Program** received unbudgeted investment earnings and unrealized gains of \$0.4M.

FIU Foundation Inc. investments fiscal year-to-date returns are 11% or \$66.5M, generating a favorable variance of \$41.1M. Investment returns for the full fiscal year were budgeted at 6.0%, or \$25.4M. Investment earnings of \$0.9M in the **FIU HealthCare Network** are \$0.6M higher than estimated. Additionally, investment earnings of \$0.2M in the **FIU Athletic Finance Corp.** are \$0.1M higher than estimated.

Principal Payments of Debt: -\$0.1M

Principal payments of debt by the FIU Athletic Finance Corp. are \$0.1M above budget.

\$ (0.1) \$ -

Notes:

¹ 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.*
- ² *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.*
- ³ *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.*
- ⁴ *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
September 18, 2025

Reports *(For Information Only – no action required)*

Scott Carr, Athletic Director

Fundraising Report

FIU Foundation, Inc.
Unaudited Preliminary Recap
Through the Period Ended June 30, 2025 (in millions)

	Budget	Actual	Variance
Revenues	\$1.4k	\$1.7M	\$100K

Favorable revenues due to unbudgeted contributions.



THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 18, 2025

Athletics Finance Corporation

FIU Athletics Finance Corporation
Unaudited Preliminary Recap
Through the Period Ended June 30, 2025 (in thousands)

	Budget	Actual	Variance
Revenues	\$5.1M	\$6.8M	\$1.7M
Expenses	\$1.6K	\$1.8K	\$(210K)

1. Revenue:

- The favorable revenue results are primarily due to the naming rights deal finalized in Q1, which was not part of the original budget as well as CUSA/NCAA Distribution which came in higher than originally budgeted. Additionally, external events generated more revenue than budget.

2. Expenses:

- Slight increase in expenses due to unbudgeted external events that brought in unbudgeted revenue. Also, game day related expense increases in the areas of security and custodial caused a slight overage as compared to budget.

3. Amended Budget:

- The AFC Board approved an amended budget for FY25 in October, which reflects the impact of the naming rights partner. However, this updated budget is not reflected in the current financials, as original budget is the basis of this comparison.



September 18, 2025

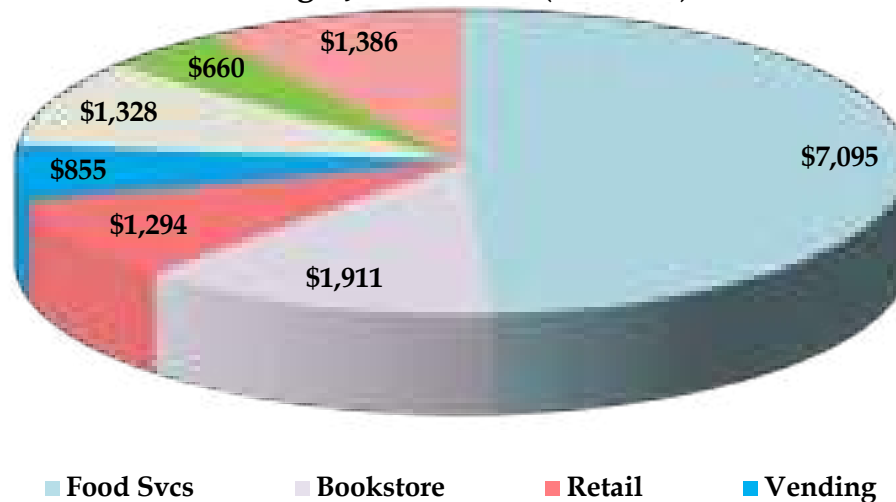
Business Services Report as of June 30, 2025

QUICK FACTS

The Office of Business Services (OBS) manages over 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 and on the FIU Mobile App .

Revenue: Through the fourth quarter ended June 30, 2025, OBS managed sales operations of \$56.8M, representing \$14.5M in revenue and support to FIU.

**Operating Revenues by Business Segment \$14.5M
through Jun.30, 2025 (in \$000s)**



FOOD SERVICES

Food Services sales of \$30.1M generated \$7.1M in revenue and support to FIU. Commissions totaled \$3.3M and are ahead of plan by 11% and ahead of prior year by 7%. Food Services also received a one-time infusion of \$3.7M from Chartwells for the new Housing Dining Facility.

BBC New Dining Options

As a result of Vicky Bakery closing its location, Dining Services launched two new concepts starting summer B, to enhance dining variety and fresh food options at the Biscayne Bay Campus (BBC), HYPE Pizza and Café Bustelo.

HYPE Pizza features a Build-Your-Own, Made-to-Order model offering personal seven-inch pizzas with a variety of toppings. Designed for speed and customization, this concept allows customers to order ahead through Grubhub mobile app for quick pickup, making it an ideal choice for busy students, faculty, and staff.

Café Bustelo, a brand celebrated for its bold identity and rich cultural heritage, has been added to BBC and is bringing authentic Cuban coffee and pastries to the campus. The menu includes robust espresso, buttery pastries, and signature coffee beverages, with mobile ordering available for added convenience.

Both additions align with Dining Services' ongoing efforts to enhance campus life by expanding access to fresh, convenient, and culturally relevant dining options that support student satisfaction and engagement.



Campus Activations and Events

Throughout Q4, Dining Services hosted a variety of engaging campus activations designed to enhance student experience and foster community. One particular event, Colorful, drew strong participation at BBC and included interactive stations, a painting class, complimentary Frito-Lay snacks, Starbucks coffee, and snow cones. Meal plan holders also enjoyed exclusive events and special perk days as part of ongoing efforts to add value to their dining experience.

Dining Services proudly supported Admitted Students Day, welcoming new Panthers with giveaways and providing guidance on meal plan options. Additionally, the highly anticipated Late Night Breakfast

Office of Business Services

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drew over 1,200 students, offering a fun, relaxing atmosphere with great food as students prepared for finals.

Coca-Cola

FIU is now officially recognized as a Coca-Cola Campus. As part of this partnership, all beverages sold at Panther Dining locations are now exclusively Coca-Cola products, including popular brands such as Coca-Cola, Coke Zero, Sprite, Powerade, Smartwater, and Minute Maid. This strategic collaboration not only enhances beverage offerings but also brings added value to the campus community through exclusive promotions, product sampling opportunities, and campus-focused events. Panther Dining looks forward to continued engagement and partnership with Coca-Cola to further enrich the student dining experience.

Sustainability

Dining Services continues to advance its commitment to sustainability through several key initiatives this quarter. The Choose to Reuse campaign incentivized the use of reusable containers by offering a discount on mobile orders at select campus locations. This effort promoted waste reduction and encouraged more sustainable dining habits among our campus community. Additionally, the ReusePass program, which tracked and supported the use of reusable containers, is expanding to new locations to further enhance participation and impact. Dining Services also participated in the BBC Sustainability Fair, where they engaged directly with students, faculty, and staff to share ongoing sustainability efforts and reinforce their partnership in supporting FIU's broader environmental goals.

Orientation Engagement

Panther Dining actively participated in new student orientation sessions to welcome incoming Panthers and their families. These events provided an opportunity to share comprehensive information about Panther Dining services, including meal plans and on-campus dining options. Students who engaged with Panther Dining during orientation enjoyed various giveaways and promotional items designed to enhance their introduction to campus life.

BOOKSTORE

Bookstore sales of \$19.4M generated revenue to FIU comprised of \$1.9M in commissions and support. Commissions are ahead of plan by 5% and ahead of prior year by 1%.

Barnes & Noble and FIU continued to offer the First Day® Inclusive Access Program, known as the FIU Panther Book Pack. This program is available to all undergraduate students and provides the option to pay \$20 per credit hour for all books and course materials. Participation rate for the Spring 2025 semester was 74%. More importantly, students were ready with their materials on the first day of class. Since the program's inception in 2021, students saved a total of \$33.6M. In a recent survey of students who used the program, 94% of students found the Panther Book Pack convenient to have course materials bundled and delivered through the program and 87% were likely to recommend the program to other students.

For more information on the Panther Book Pack program visit <https://onestop.fiu.edu/panther-book-pack/>



Semester	Semester Savings	Student Participation
Spring 2025	\$4.9M	73.6%
Fall 2024	\$9.4M	71.0%
Spring 2024	\$2.8M	65.0%
Fall 2023	\$4.2M	66.5%
Spring 2023	\$2.3M	52.0%
Fall 2022	\$3.7M	52.5%
Spring 2022	\$3.0M	50.0%
Fall 2021	\$3.3M	51.0%

VENDING

Vending sales of \$1.6M generated commissions and support to FIU of \$855K. Year-to-date, vending commissions are ahead of plan by 9% and behind the prior year by -8%. Year-over-year variance is primarily due to lower Pepsi commissions through Q4 due to contract termination and transition to Coca-Cola.

There are over 200 machines across the Modesto A. Maidique Campus (MMC), BBC, and the Engineering Center (EC).

Coca-Cola



Following a competitive solicitation process that began in September 2024, FIU awarded a new five (5)-year Beverage and Pouring Rights Contract to the Coca-Cola corporation in March 2025. The five (5)-year contract has an additional five (5)-year renewal option and encompasses benefits to FIU valued at over \$7M in sponsorship payments, commissions, scholarships, product donations, equipment and marketing budgets.

The new partnership announcement between FIU and Coca-Cola was made in May 2025 with equipment and product transitioned during Q4. FIU is appreciative of the long and successful partnership it had with Pepsi and looks forward to future success with Coca-Cola.

Annual pouring rights from Coca-Cola yielded \$340K of revenue in Q4.

Pepsi Co.



Across MMC, BBC, and EC, vending sales of \$664K generated \$216K of commissions which are behind plan by -8% and behind the prior year by -25%. Year-over-year variance is due to the transition from Pepsi to Coca-Cola in Q4.

Bettoli Vending



Bettoli Vending snack sales of \$914K generated commissions of \$298K, ahead of plan by 19% and behind prior year by -13%. Year-over-year variance is primarily due to accruals from previous vendor posting in Q1 FY24 resulting in higher revenues in FY24 compared to FY25. Vendor pays a minimum annual guarantee (MAG) at the beginning of the fiscal year.

RETAIL OPERATIONS AND PROPERTY MANAGEMENT

OBS manages over 20 internal and external retail operations across MMC and BBC. Retail sales of \$1.3M generated commissions of \$111K that is behind budget by -10% and behind prior year by -8%. Year-over-year variance is due to lower sales and corresponding commissions from business partners. Rental income of \$1.2M was ahead of plan by 22% and ahead of prior year by 5%. Year-over-year variance and variance to budget is primarily due to a one-time payment from the Wells Fargo contract termination.

Wells Fargo

The Wells Fargo Campus Card Program began phasing out at FIU effective April 30, 2025. The on-campus Wells Fargo retail branch and ATM locations officially closed on May 21, 2025. During this transition, Wells Fargo accounts linked to FIU One Cards remained active for a limited period and users have transitioned to their Wells Fargo debit cards for banking functions.

University Credit Union

The Office of Business Services has successfully solicited proposals for retail banking services and designated the University Credit Union (UCU) as its new official banking partner. UCU already operates a branch on campus at MMC's PG-2 (Blue Garage) and provides multiple ATMs around campus. UCU is slated to operate at PG-1 (Gold Garage) Fall 2025.

MiChargr

A three (3)-year agreement has been signed between the Office of Business Services and MiChargr. MiChargr is a technology company specializing in innovative and reliable charging solutions for mobile devices in public places. Their service provides rentable power bank stations that allow users to charge multiple devices on the go easily and are located at the Graham Center, MANGO, PG-5, and Wolfe University Center locations.

Wayki's Beauty and Hair Salon

A five (5)-year extension of the agreement between Wayki's at FIU has been executed effective May 2025. Wayki's is located at the Graham Center and offers a wide variety of services including haircuts, hair coloring, relaxing treatments, nail care, waxing, and special occasion styling.

MARC BUILDING

Office of Business Services

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Through Q4, MARC Building revenues of \$1.4M were ahead of plan by 13% and ahead of prior year by 1%. Building occupancy is 100%.

VEHICLE SERVICES



Through Q4, Vehicle Services revenues of \$660K were behind plan by -8% and behind prior year by -15%. Variance is primarily a result of lower fuel revenue generation due to lower price of fuel being charged to departments compared to budgeted fuel revenues.

Reduced Vehicle Downtime – Focus on Golf Carts

We introduced lithium batteries as a standard, which offer low maintenance requirements and longer warranties. Many departments are now realizing the benefits of this transition when compared to traditional lead-acid batteries.

Deployment of Fuel-Efficient and Sustainable Vehicles

Through the introduction of reliable hybrid vehicles such as Toyota models and Moto Electric vehicles, departments are experiencing reduced fuel costs and improved reliability. These vehicles are known for their long lifespan and minimal maintenance needs.

FIU ONE CARD



The FIU One Card office maintained successful operations throughout the spring and summer 2025 semesters with approximately 15,400 new cards issued for students and faculty/staff this year. An additional 8,700 new cards were issued to our campus community, 7,300 of which were issued the new FIU One Card design, totaling approximately 24,000 total cards issued by the end of Q4.

Through Q4, FIU One Card revenues are \$1.3M and ahead of plan by 57% and prior year by 44%. The year-over-year variance is primarily due to a one-time payment of \$564K due to the Wells Fargo contract termination. Student ID fees are ahead of plan by 8% and prior year by 1%.

One Card

The new FIU One Card has been rolled out effective May 2025. The new card will retain all campus access functions but will no longer be linked with Wells Fargo banking services.



MARKETING

Office of Business Services

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Coca-Cola Transition Marketing

With the University's recent transition in beverage partnership from Pepsi to Coca-Cola, shopFIU marketing has been hard at work with projects related to the communication of this transition. Communications have included the initial University-wide announcements via email and social media, as well as a refresh of the shopFIU beverage vending landing pages. Our team has also spent the past several weeks making key connections across the Coca-Cola organization as we begin planning fall marketing and brand activations. The University community is generally excited to welcome the brand as evidenced by numerous requests from varied constituents looking to include the brand in their marketing and events. Our team is working hard to make those connections and facilitate the marketing, communications and brand engagement opportunities for FIU constituents and Coca Cola.

Panther Family Marketing

Traditionally, it has proven challenging for our team to reach Panther parents and families to keep them abreast of our core programs and services. We have leaned on the assistance of Office of Family Programs (OFP) to periodically include us in their monthly newsletter. However, the reach of this medium has been difficult to gauge as the list is comprised of a range of recipients which can often include categories that would not benefit from the messaging from either decreased relevance or actionability. At the end of spring, OFP launched a new family communications platform called *The Panther Family Hub*. Within this hub, family members can customize the type of content they would like to periodically receive based on their information needs. We expect that this type of customization will prove more engaging when compared to our previous medium via the Family newsletter. We will soon begin to incorporate messaging related to key programs such as meal plans and the Panther Book Pack. We also plan to incorporate messaging aimed at engaging families with our portfolio of brands through experiences and stories.

Orientation Engagement

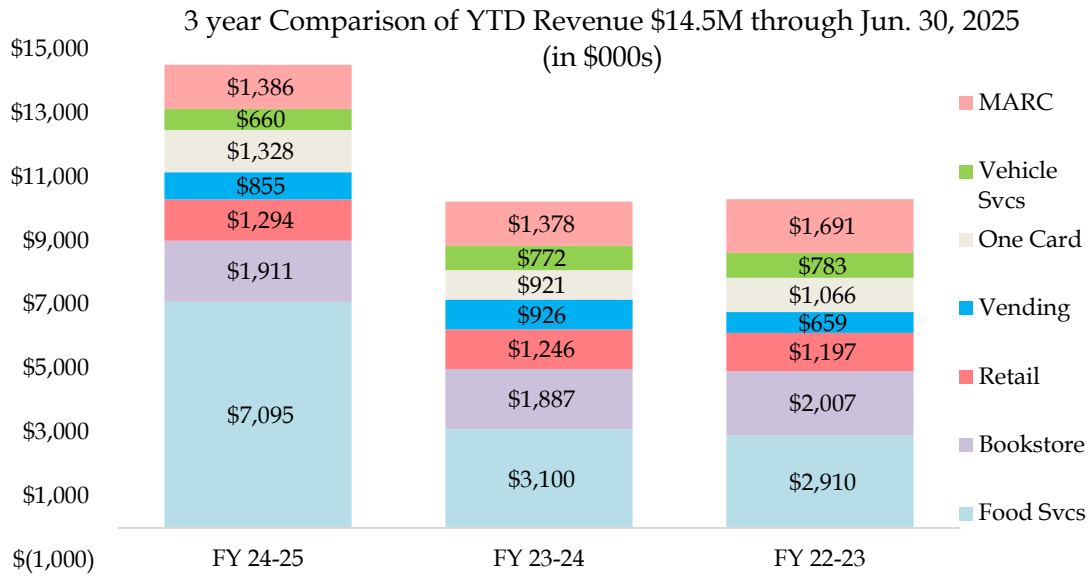
Each orientation, the shopFIU team applies insights from the previous season to inform our marketing strategy and ensure we are maximizing reach across this important consumer target. The shopFIU presentation is a key touchpoint where we introduce the shopFIU brand and our partners as well as communicate the benefits of meal plans and the Panther Book Pack program. Since our presentation is a breakout with the option to attend five alternate sessions, we decided to rename the session as "*shopFIU Trivia*". This small change proved to move the needle with over three times more participants per session on average than last summer. Further, a midpoint review of our post-orientation survey data revealed a couple of key pointers for improvement which were deployed mid-season. As a result, we saw a 50% decrease in program questions after the changes were applied to the presentation.

3-YEAR COMPARISON OF YTD FIU REVENUE

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Through the fourth quarter ended June 30, 2025, \$56.8M in sales generated revenue and support to FIU of \$14.5M.



FY25 Food services includes a one-time revenue of \$3.7M related to the new housing dining facility.

FY25 MARC revenues compared to FY23 is the result of a reduction in the cost per square foot from \$25.94 to \$18.00 for all departmental tenants starting in January 2023.

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**Emergency Notification System
University-Wide Emergency
Notification Test
July 8, 2025**



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Emergency Notification System
July 8, 2025
University-Wide Emergency Notification Test
Department of Emergency Management (DEM)

Test Overview

On July 8, 2025, at approximately 11:00 a.m., the Florida International University Police Department (FIU PD) 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 X (formerly known as 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 are below.

Sending Status and Performance						
Mechanism	Status	Groups	Recipients	Duration	Rate	Progress
SMS Text Messages	FINISHED	14	52064 of 52064 Phones	3m 23s	281/s	100%
Email Messages	FINISHED	12	56860 of 56860 Subscribers	2m 46s	252/s	100%
VOIP Call	FINISHED	15	52061 of 52061 Phones	8m 32s	104/s	100%
Twitter	FINISHED	1	1 of 1 Handle	5s	1/s	100%
Facebook	FINISHED	1	1 of 1 Post	5s	1/s	100%
RSS	FINISHED	2	2 of 2 Entries	5s	2/s	100%
HTTP Activation	FINISHED	2	2 of 2 URLs	5s	2/s	100%
Website Alerts	FINISHED	1	1 of 1 Recipient	5s	1/s	100%

FIU Alert Performance Evaluation Data

Areas of Improvement and Solutions

All FIU Alert mechanisms functioned as intended during the test. As a reminder faculty, staff and students are reminded to verify that their current phone number is listed in their <https://my.fiu.edu/> portal to ensure they receive timely emergency notifications.

Issues were reported with the speakers at Parkview Hall and Lakeview North. Tickets have been created with the Division of Information Technology for troubleshooting and resolution.



Survey Results

Total respondents to survey:

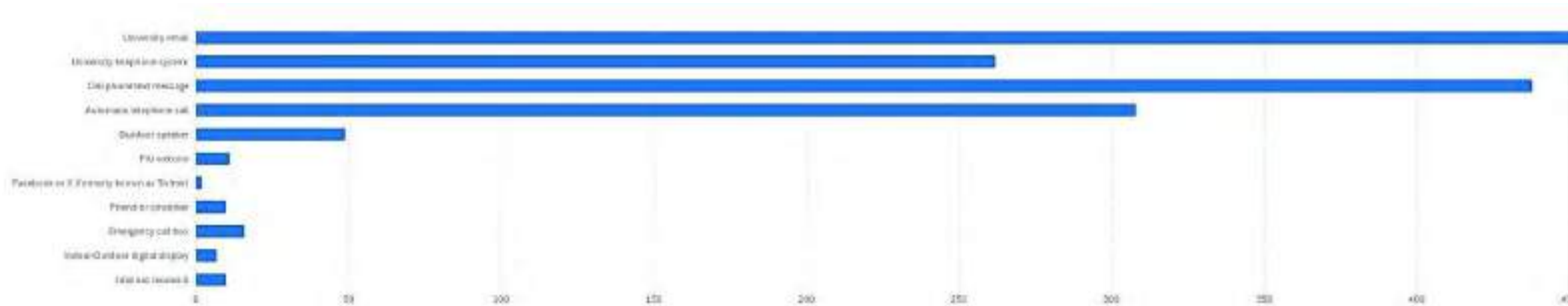
1 - What best describes your affiliation to Florida International University?



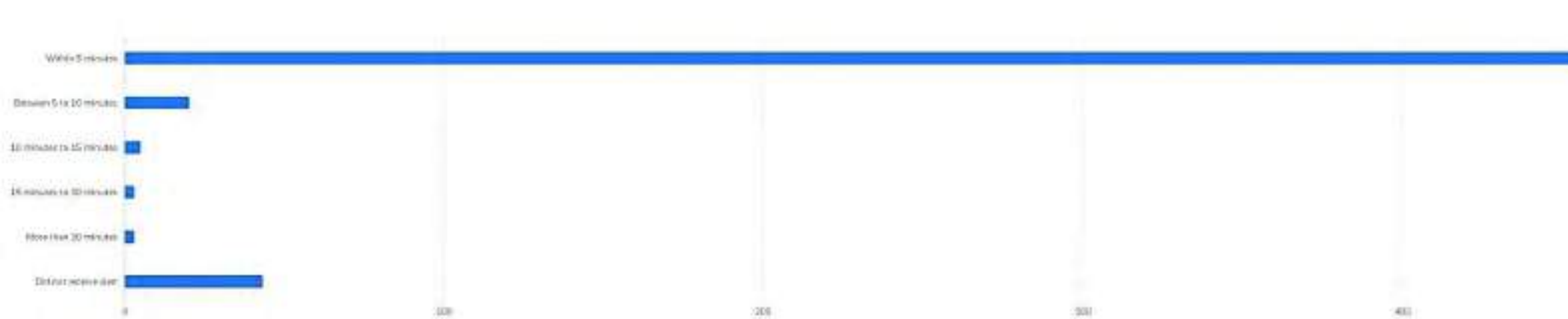
2 - On July 8, 2025, at 11:00 a.m., the University conducted a university-wide test of the FIU Alert emergency notification system. Where were you located when the test alert was sent out?



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 11:00 a.m. did you receive the message?



5 - If you had difficulties receiving the alert, which best describes why? (Mark all that apply)



Sample responses for “I could not hear the alert clearly. (Please specify your location...)”

No cell signal in the building.

I do not get cell reception when in AHC-3 building.

I was flying to a Conference that is why I didn't get the text message.

6 - Please briefly describe any other problems or suggestions regarding the FIU Alert emergency notification system. Sample responses:

Impressed! I am currently traveling in Germany and still got the alert.

System worked efficiently and effectively.

Noted that email came 7 minutes after test began. Slightly longer than usual for me.

Caller ID on my cell phone read Potential Spam.

I thought the notification system worked well and I appreciated receiving the message through text, call and email in the event of a real emergency.

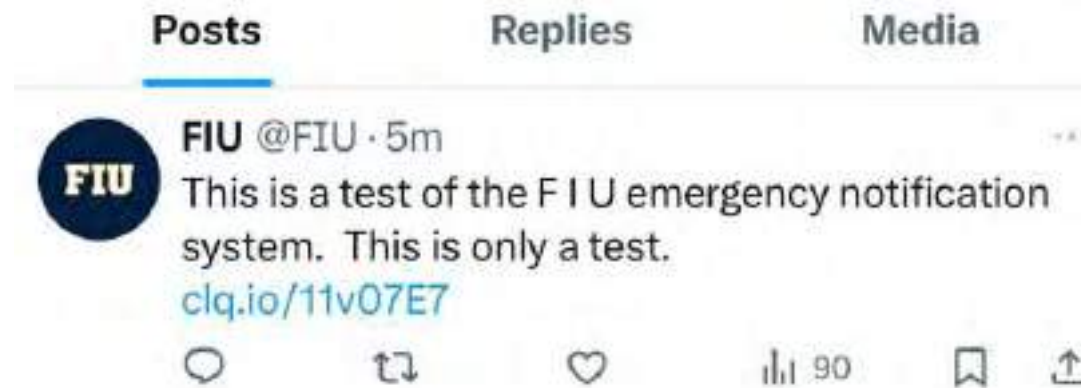
I was on a plane (flying with WIFI and I got the call and message, so it worked perfectly!)

The display monitors in the WRC were helpful. I had my phone in airplane mode during a workout, so I did not receive the alert. I did see the alert message being broadcasted on the monitors in the gym. Definitely effective.

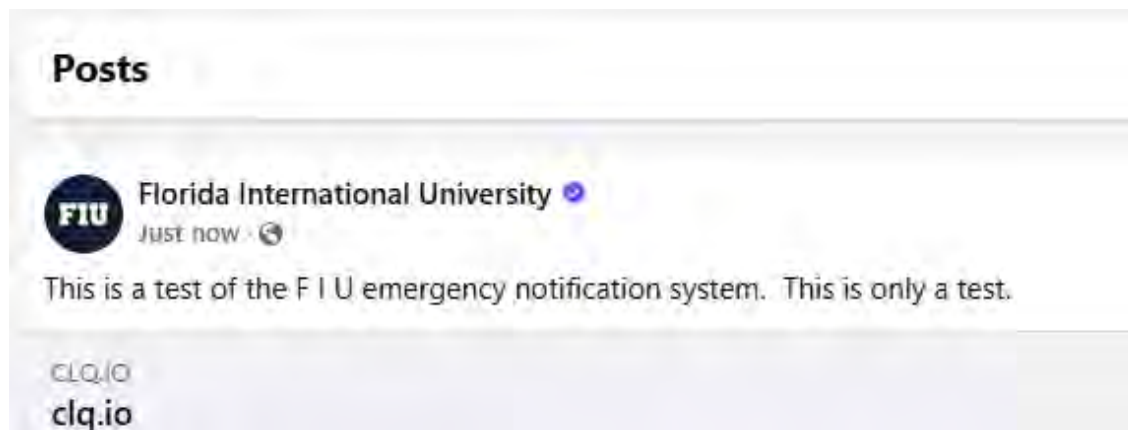
The system seems to be working well regarding all alerts I received, including a call to my mobile phone, text message, FIU email, and the announcement via the speaker in the office on campus. Thanks for all your efforts!

FIU Alert Notifications

X:



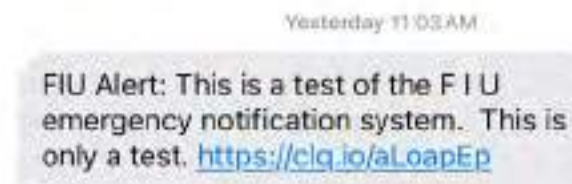
Facebook:



VOIP Phone:



SMS Text via Mobile Phone:



FIU Webpage:



FIU Alerts Webpage:

The screenshot displays the FIU Alerts Webpage. At the top, the word "Alerts" is visible. Below it, the "Current Status" is shown as "Active" in a red box. Under the "Updates" section, there is a list of alerts. The first alert is titled "Security threat to the public" and describes a threat to the public safety. The second alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The third alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The fourth alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The fifth alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The sixth alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The seventh alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The eighth alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The ninth alert is titled "This is a threat to the public safety" and describes a threat to the public safety. The tenth alert is titled "This is a threat to the public safety" and describes a threat to the public safety.

FIU Electronic Message Boards (MMC):





FIU Electronic Message Board (BBC):





THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
September 18, 2025

FACILITIES AND CONSTRUCTION UPDATE AS OF
SEPTEMBER 9, 2025

Report *(For Information Only – no action required).*

Projects Completed (\$0M)

- None during this reporting period.

Projects under Construction (\$58.5M)

- **Trish and Dan Bell Chapel (BT-927) / East Loop Road Realignment (BT-929)** - \$35.9M combined project budget consisting of \$25.9M in private funds dedicated to the chapel. \$5,835,185 in private funds for the chapel have been received as of August 15, 2025; another \$12,538,000 have been pledged totaling \$18,373,185. FIU Foundation has backed the remaining private funding needed to complete the project. FIU unrestricted treasury funds and FIU Foundation general reserve funds will be used as bridge funding if needed. The total cost of the roadway realignment component of the project is \$10.0M: \$3.44M in unrestricted Treasury Auxiliary Fund balances, \$3.0M in CITF funds, and \$3.52M in FY22-23 Deferred Maintenance funding for the expansion of the chilled water loop. A/E - Gurri Matute; CM - Moss & Associates. The project is building a multi-faith chapel with the capacity of up to 224 people to accommodate the plurality of faiths and perspectives at FIU while serving as a faith gathering place for worship, contemplation, spiritual strengthening, and mutual understanding. The road portion of the combined project has realigned part of the loop road to enhance traffic flow and improve the turning radius for large vehicles servicing the Graham Center. This project also created a larger 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. Work on the road commenced on November 16, 2022 and finished on October 7, 2023. Work on the building began with excavation and concrete pours for building foundations on January 25, 2024. Structural steel erection began September 18, 2024 and precast concrete panel erection started on December 2, 2024. Roof work, rough

mechanical, electrical, and plumbing installation are nearing completion along with framing and drywall installation. Given the complexity of the design, the project schedule was initially delayed 5 months as unforeseen connection issues between the precast and structural steel required additional coordination among the A/E team, CM, and the precast concrete and structural steel vendors. During the installation of one of the largest precast panels on March 20, 2025, a 1-inch deflection of the supporting steel structure was observed which necessitated the immediate removal of the panel. After several on-site meetings between FIU, the design team, Moss Construction (the Construction Manager), and a third-party structural engineer, several design flaws were identified. Moss Construction presented a construction change order amounting to \$2,636,499 in response to the design revision developed by the architect and the structural engineer of record. The change order would increase the budget to \$38,523,478 and formally extend the construction schedule by twelve (12) months resulting in a new substantial completion date of July 30, 2026. This change order is under review and has not been formally approved or accepted by the University. The University is exploring options to recover the additional funds required to correct the deficiencies noted above, including litigation. To continue moving forward with the completion of the project in a timely manner and in an abundance of caution, approval of the \$2,636,499 increase in budget will be presented to the BOT as a not-to-exceed amount with the expectation a lesser amount will be agreed upon as negotiations with Moss Construction continue. Anticipated delivery date: July 30, 2026 if change order is approved as-is.

- **College of Arts, Sciences & Education (CASE) Renovation (BT-931) - \$9.74M** PECO funded project budget (\$7.15M FY21-22 and FY22-23 Section 152 American Rescue Plan Act (ARPA) funding, \$2.59M E&G CF). 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, sixty-one (61) research labs and one hundred forty-four (144) offices. Recent assessment reports indicate that repair and replacement of deteriorated building enclosure components, windows, doors, and louvers were critically needed. Replacement of the deteriorating central air conditioning system is crucial for a healthy indoor environment and to control energy costs. Thornton Construction mobilized on site June 21, 2024 and started HVAC infrastructure replacement work in the hallways and common areas. After extensive coordination with the building users, storefront and window replacement work in select offices and labs started July 29, 2024 and will continue throughout the building until the end of the project. HVAC air handler unit (AHU) and variable air valve (VAV) replacements are also proceeding, though ductwork clearance issues and unforeseen deteriorated plumbing lines discovered while removing old ductwork have delayed project completion by three months. Delivery date: November 30, 2025.
- **Primera Casa Hardening Project (FM 18-0351) - \$4.35M** project consisting of a

\$3,260,396 FEMA Hazard Mitigation Grant (HMGP) award and \$1,086,799 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 linear feet (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. The CM agreement was executed on March 25, 2024. Stobs started roof work on October 21, 2024 and finished this portion of the work at the end of January 2025. Glazing replacement began on February 24, 2025 and finished at the end of July 2025 on the east and north sides of the building. Glazing and louver replacement began on the west and south sides on August 4, 2025 and will continue through the end of November 2025. Delivery date: November 21, 2025.

- **Wind-Only Physical Design Testbed (WOPDT) (BT-947)** - \$8.53M Sponsored Research funded project. A/E – Perkins + Will; CM – Stobs Bros. Construction. The project will serve as a physical prototype for testing certain novel components at full scale which will be included in a National Full-Scale Testing Infrastructure for Community Hardening in Extreme Wind, Surge, and Wave Events (NICHE) facility. The WOPDT is designed to physically simulate wind hazards at the intensities required to faithfully reproduce extreme wind events impacting the built environment. This construction project on the Engineering Campus will provide the foundational infrastructure for the system design, delivery and site assembly of the WOPDT equipment being installed by the University's contracted partner Aerolab Research Wind Tunnel, Inc. Components of the project include importation and compaction of fill to raise the site 2.5 feet in elevation to meet University standards, installation of a new pre-engineered trailer, construction of a 94 ft by 132 ft 12-inch thick concrete slab and installation of an elevated steel frame, a packed gravel walkway to the existing Wall of Wind, a new chain link fence, gate, and asphalt access drive, a new fork lift ramp, and new electrical facilities from the existing Wall of Wind. Perkins + Will completed the design on October 6, 2023 and the final GMP from Stobs was received on January 19, 2024. The project cost for the infrastructure elements totals \$3,658,233 with the balance funding the equipment and Aerolab scope. The construction contract to Stobs was executed on April 15, 2024. Slab work was completed on September 21, 2024 and Aerolab began installation of the wind tunnel structure on November 25, 2024. The trailer vendor delivered the wrong trailer to the site, has identified the correct trailer, and replaced it on August 31, 2025. The wind tunnel structure including the change order to add a flow-management box and test table aluminum floor with environmental cover finished August 1, 2025. Delivery date of the project is end of September after testing and commissioning of the system, final landscaping and punch list work is complete. Delivery date: September 30, 2025.

Projects in Design (\$652.9M)

- **CasaCuba (BT-925)** - \$41.1M project per the December 6, 2023 approved program (increasing to \$50.7M after including the \$10.75M required maintenance endowment) based on private donations, and other philanthropic sources. As of August 12, 2025, \$11,287,937 has been raised in cash including a \$750K National Endowment for the Humanities grant, and a \$3.5M Knight Foundation grant (\$1.6M received to date). Remaining pledges total another \$17,523,802 for a grand total of \$28,811,739. A/E – HKS. CM – Thornton Construction. 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. The A/E was authorized to proceed into the Design Development phase and delivered the 100% DD submittal on July 19, 2024. The CM submitted their 100% DD cost estimate on September 3, 2024 for \$40,539,727, initially \$8,391,919 over the construction budget. Re-imagining the building concept as a flexible, utilitarian space to be finished specific to exhibitions rather than a permanently finished space allowed value engineering to achieve a total project cost of \$41,088,046, \$1.14M over budget inclusive of specialty design consultant costs not previously budgeted for. Authorization was given to proceed with construction documents on April 22, 2025 with the expectation that fundraising efforts will succeed in covering the budget gap. A bridge funding plan to make available Quasi-Endowment funds for immediate project use to cover budget shortfalls will be presented for BOT approval on September 18, 2025. As part of the plan, future cash donations will be used to reimburse any project-related expenditures from the Quasi-Endowment. The next design deliverable will be 50% construction documents due September 16, 2025. 100% CDs are expected by November 26, 2025 while the GMP is expected March 3, 2026. Delivery date: TBD.
- **Student Health Center Expansion (BT-932)** - \$12.6M student health fee funded project. A/E – HKS; CM – Pirtle Construction Company. The project will remodel existing space within the MMC Student Health Center and expand the facility by 10,808 gsf to accommodate the growing need for clinical, counselling, and direct advocacy services to students through purposeful, multi-use space for all student wellness areas to utilize. HKS was selected as the architect on October 17, 2023 and detailed programming in conjunction with the program committee started on January 30, 2024 when the A/E agreement was executed. The final program was signed on June 27, 2024 and the architect delivered the Conceptual Schematic Design submittal on July 11, 2024. The three schemes presented in the CSD document ranged in estimated construction cost from \$13M to \$14.1M, well over the \$9.4M construction budget. HKS developed a fourth scheme to expand eastward, rather than to the south and west, to minimize utility impacts as much as possible. A revised CSD document

including this revised scheme was submitted on October 9, 2024 and approved October 14, 2024. Pirtle Construction Company was selected as construction manager on September 12, 2024 and their agreement fully executed on December 20, 2024. Pirtle provided a cost estimate for the CSD submittal on December 20, 2024 for \$12.5M, roughly \$3.1M over budget. HKS was released to start advanced schematic design on April 3, 2025. The advanced schematic design deliverable was received on June 12, 2025 and Pirtle submitted their ASD cost estimate on July 8, 2025 for \$12,845,058. A revised ASD deliverable was received on July 30, 2025 for \$12,021,345, still \$2.6M over budget. Various value-engineering alternatives focused on façade material substitutions are being evaluated which would bring the construction cost to \$11,904,928, roughly \$2.5M over budget if accepted. Further adjustments to selected materials are under review. A revised cost projection from Pirtle pricing these changes is due September 17, 2025. Delivery date: TBD.

- **Residential Dining Facility (BT-941)** – \$12.0M auxiliary funded project (including a \$4M commitment from Chartwells). A/E – Stratus (formerly Zyscovich); CM – Stobs Brothers Construction. The project will build an innovative new food service facility that can become a center for student engagement and community, accommodating multiple styles of service and cuisines while providing a unique food service experience. The original concept includes a facility with a retail food court featuring approximately four (4) food venues, a service area that accommodates new technology self-ordering kiosks as well as in-person service, a full-service kitchen with prep and cooking equipment, a 200-patron indoor and 50-patron outdoor seating area with the ability to activate for private events. The BOT approved the project with three provisos: (1) a not-to-exceed budget of \$12.0M; (2) inclusion of one to 1.5 national brand anchor tenant(s) that will draw in customers; and (3) improved business terms with Chartwells (i.e. renegotiated terms for cost and revenue sharing). Zyscovich was selected as architect on July 8, 2024. The Conceptual Schematic Design submittal was received on November 21, 2024 and the Advanced Schematic Design on January 22, 2025. The construction cost estimate at Advanced Schematic Design is \$9.47M which is \$670K over the approved program budget. The architect is working on ideas to bring the project within budget during the design development phase, including reducing the dining and kitchen areas as well as changes to the mechanical room. The advertisement for the Construction Manager was posted on December 3, 2024 and Stobs Brothers Construction was selected on February 21, 2025. The CM agreement with Stobs was executed April 28, 2025. The design development deliverable was delivered on August 13, 2025 and is under review. Stobs’ design deliverable cost estimate is due September 8, 2025. Delivery date: Spring 2027.

- **University Student Housing (BT-946)** – Up to a maximum of \$238.3M projected project cost (up to \$245M in bonds with a \$20M cash contribution from Housing cash reserves). A/E – Stratus (formerly Zyscovich); CM – Moss & Associates. Stratus was selected as architect on July 10, 2024 and their agreement was executed on August 16, 2024. The proposed residential facility will feature studio units and one-, two-, and

four- bedroom suites along with student lounge, office, and residential support spaces. The program was approved on April 24, 2024 to construct a facility with a minimum of 816 beds. FIU is now pursuing an option for 1,174 beds. The Conceptual Schematic Design deliverable was submitted on December 3, 2024. The Advanced Schematic Design submittal was received on January 10, 2025 including a construction cost estimate within budget. The Design Development deliverable was received May 9, 2025. Moss & Associates was selected as construction manager on March 13, 2025 and their agreement was fully executed on May 23, 2025. On May 13, 2025, Moss began soft-dig utility locating to avoid conflicts with proposed building footer locations and finished that effort on July 31, 2025. The BOT Finance & Facilities Committee conducted a workshop on May 19, 2025 to review options for the building's aesthetic design. Based on the options Zyscovich presented, the Committee selected the curtainwall design "Fusion Luxe" resulting in an anticipated \$8,767,688 increase in construction cost which amounts to a \$10M increase in total project cost. A revised design deliverable submittal incorporating the Board's recommendations was received June 10, 2025 and Moss' DD cost estimate was received on July 22, 2025. The DD cost estimate for \$207.9M, with accepted alternates and value-engineering, is currently within budget. 50% construction documents are scheduled to be received September 10, 2025. Moss will need to price a GMP proposal at 50% CDs by October 20, 2025 in order to meet BOT and BOG approval and bond financing timelines. Target Delivery Date: Fall 2028.

- **Graham Center Expansion (BT-921)** - \$46.3M project consisting of \$42.5M in CITF and \$3.8M in supplemental funding from auxiliaries, donations, and gifts. A/E - ikon.5 Architects; CM - Barr & Barr. The updated program reflects the addition of an estimated 49,433 gsf to the existing facility. The project will expand programming spaces to meet the needs of the FIU community: a new 1,000-seat ballroom, breakout rooms, green rooms, lounges, storage spaces, and student-use spaces/lounges. To date, \$29,733,926 in CITF funding and \$2M in Student Affairs auxiliary funding has been received. Two future CITF allocations totaling \$12,699,314 and \$1,822,415 in gifts and auxiliary funding are necessary to fully fund this project. BOT approval will be requested to transfer an additional \$10M in previous CITF allocations originally earmarked for the Aquatics Center and Track projects to the Graham Center Expansion project to improve the north façade, add an enclosed walkway, expand the ballroom lobby, renovate the existing ballroom, and reinstate reduced meeting and storage spaces. The final program was approved on May 15, 2024. The A/E firm ikon.5 Architects was selected on September 26, 2024 and the A/E agreement was fully executed on December 15, 2024. Schematic design concepts were received on May 2, 2025 and approved by the President on May 6, 2025. The conceptual design deliverable for the approved concept was received on August 5, 2025 and is under review. The CM shortlist meeting was held on April 16, 2025, Barr & Barr was selected on May 20, 2025, and their agreement was fully executed on August 21, 2025. The advanced schematic design deliverable is due in early November 2025. Delivery date: May 2028.

- **Wolfsonian-FIU Expansion (BT-940)** - \$20.0M project budget depending on scope. \$17.77M raised to date: \$10.0M Miami Dade County Building Better General Obligation Bond, \$5.0M City of Miami Beach Arts and Cultural General Obligation Bond, and \$816K in cash and pledges from individual donors, in addition to a \$750K Knight Foundation Grant, \$600K Institute of Museum and Library Services and National Endowment for the Humanities Grant, and \$600K in matching funds supporting new public space through interior renovations. A/E - Machado Silvetti/Charles H. Benson; CM - Thornton Construction. The project envisions interior renovations of the existing third floor museum space and a 25,000 to 36,000 net square foot expansion of the historic Wolfsonian-FIU building at 1001 Washington Avenue, Miami Beach. The project will deliver new galleries, classrooms, and other public program spaces to increase the number of collections on exhibit and increase opportunities to host and present more K-12, higher education, and lifelong learning programs. A secondary use of the program spaces for event rentals will yield revenues to support operating costs and mission-related activities. The outline program was signed on September 19, 2023 and the proposed joint venture partnership of Machado Silvetti and Charles H. Benson was selected as the design team on February 6, 2024. Programming and design are based on two conceptual schemes: one based on a project budget consisting of actual funding received and an alternative concept that considers future funding up to the project budget of \$20M. The A/E agreement was executed on December 17, 2024 and the final program was submitted on December 18, 2024. The conceptual schematic design was submitted on April 25, 2025 with three schemes and approved on May 14, 2025. Thornton Construction was selected on May 28, 2025 and their agreement fully executed on July 29, 2025. Advanced schematic design was received on August 15, 2025 and is under review. The architect currently estimates construction cost at ASDs at \$19.2M, \$2.5M over the program construction budget. Thornton Construction anticipates submitting their ASD cost estimate on September 17, 2025. Delivery date: TBD.

- **Academic Health Sciences Clinical Partnership Facility (BT-942)** - \$212.4M projected project cost. \$5M in FY23-24 PECO was received to initiate planning. FIU received \$100M through a 2024-2025 legislative appropriation. The Legislature approved \$53,691,594 of the remaining \$107,383,188 in the 2024-2025 session. The \$53,691,594 balance is FIU's top priority in the FY26-27 Fixed Capital Outlay Budget Request. A/E - Stantec; CM - Robins & Morton/Thornton Construction; Third-Party Project Management Firm - Hammes Healthcare. The proposed 163,000 gsf medical clinical facility on campus will provide direct primary and specialty clinical health services to the community through partnership with Baptist Health as well as interdisciplinary health science education for the FIU academic health science disciplines, including medicine, nursing, social work, public health and the allied health sciences. As programmed, the facility will also include a 1,200-car parking garage. Stantec Architecture was selected as architect on October 15, 2024 with the A/E agreement fully executed on December 5, 2024. Stantec completed program

verification on January 29, 2025. A draft conceptual design report was submitted to FIU and Baptist for review on March 11, 2025 and presented to President Nuñez on April 23, 2025. The conceptual schematic design developing the 9-story cantilever building option and 3-bay parking garage was approved and authorization to proceed into advanced schematic design was given on May 2, 2025. The ASD deliverable was received on May 23, 2025 and the design development deliverable on August 28, 2025. The BOT Finance & Facilities workshop to provide options with more aesthetic appeal for the exterior façade was held on May 19, 2025 and additional input was incorporated into the design. On June 16, 2025 the Florida Legislature approved half (\$53.7M) of the required remaining \$107.4M funds which necessitated a contingency redesign strategy to reduce scope and project cost. The approved strategy shortens the building to 7-stories while meeting all clinical requirements and it keeps parking at 1,200 spaces with a project budget goal of \$187,416,851. This option includes a deductive-alternate to remove the south bay of parking if the balance of funding is not obtained. With current funding at \$158,691,594, this strategy will require budget authority from the university for \$28,725,257 in order to award the full project. However, an early-start demolition package for the four University Housing buildings for \$3,754,583 can be awarded to start work in January 2026 using current funding until notification in March 2026 on whether we will receive the funding balance. The agreement with Hammes Healthcare was executed on March 18, 2025 and approved by the BOT on April 15, 2025. The joint venture of Robins & Morton and Thornton Construction was selected as construction manager on May 13, 2025. Delivery date: Goal of building occupancy by December 2027 with an accelerated project schedule and early-start for demolition in January 2026 and start of new construction in April 2026.

- **Innovation Building (Phase II) (BT-938)** – \$69.5M project consisting of \$33.5M in FY22-23 PECO funding (through the Coronavirus State Fiscal Recovery Funds (SFRF) program), \$15.15M in FY23-24 PECO funding, and \$20.85M in private funding to be raised. A/E – Perkins + Will; CM – Skanska USA Building, Inc. This second phase will complete the interdisciplinary program of BT-919 Innovation Phase I focused on the nexus of engineering, academic health sciences, computer science and robotics. Phase II will construct a 89,538 gsf engineering building at MMC connected to Phase I that includes classrooms, teaching labs, study space, research labs, offices, and computer and instructional media spaces. Meeting regularly with the program committee, Perkins + Will submitted a draft final program on December 13, 2023 and the final program was approved on May 15, 2024. Perkins + Will submitted Conceptual Schematic Design on August 20, 2024 and the Advanced Schematic Design was delivered on January 24, 2025 after final design meetings with the program committee. CMs were shortlisted on August 28, 2024, Skanska USA Building Company was selected on October 4, 2024, and the CM agreement fully executed on December 18, 2024. Skanska provided their cost estimate for ASDs on April 4, 2025 for \$68.6M, roughly \$18M over the program construction budget of \$50.7M due to the conversion of program office and classroom spaces to labs, the addition of a vivarium requiring

significant mechanical infrastructure upgrades, and other significant changes to the program during schematic design. The A/E developed four (4) options to shell various areas of the building, including removal of research spaces and a return to the original program scope. The CM pricing of these options was received on April 28, 2025. An additional three options (seven total) were requested by FIU leadership, developed by Perkins + Will, and priced by Skanska on June 23, 2025. Budget deficits ranged from a 4-story shelled option with only HWCOM space built-out (\$4.1M deficit), to a fully built-out 5-story option with research labs and an animal-care facility (\$33.4M deficit). On August 27, 2025 FIU leadership approved the option of a fully built-out 5-story facility with a request to explore shelling the animal-care facility for future build-out. The current budget deficit of \$33.4M will be funded with BOT approval from unrestricted Treasury funds and E&G Carryforward and will be reduced if the animal care facility is shelled. SFRF funding for the project has federal expenditure requirements and was obligated by the December 31, 2024 deadline. All SFRF funding must be expensed no later than December 31, 2026.

Projects in Planning Stage

- None during this reporting period.

OTHER PROJECTS RELEVANT TO FIU

- **UniversityCity Prosperity Project (UCPP) (BT-904)** - \$43.7M TIGER Grant project budget; multiple funding sources. A/E - BCC Engineering; Builder - DeMoya Highway Infrastructure, LLC. This is a Florida Department of Transportation (FDOT) project for a new pedestrian bridge. On January 11, 2024, FDOT Secretary Perdue signed the Intent to Award and the contract with DeMoya Highway Infrastructure, LLC was executed on March 26, 2024. Demoya started work on November 3, 2024 with the implementation of their Maintenance-of-Traffic (MOT) plan and select demolition of traffic separators and crosswalks. Demolition of the remaining structures from the previous bridge project finished in December 2024 and foundation and superstructure work for the north and south piers and central pylons is in progress. Weather delays have pushed substantial completion to December 11, 2026. Delivery date: December 11, 2026.

Encls: New Minor Projects established 5/1/2025 – 7/31/2025

New Project Change Orders established 5/1/2025 – 7/31/2025

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FM New Minor Projects over \$500,000 established 5/1/2025 through 7/31/2025

Purpose: Information to BOT

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
1	240705	Everglades Hall Roof Replacement	Housing	12/11/2024 (a)	HOK	Stobs Brothers Construction	\$ 1,715,642.01	Auxiliary
2	190709	BBC Academic 2 Labs 343/344 Renovations	Academic Affairs	7/1/24 (b)	VIA Design	Casanova	\$ 761,863.20	E&G
3	230907	Center for Translational Sciences Boiler Replacement	ORED	3/31/2025 (c)	Metric Engineering	Llorens Contracting	\$ 617,587.89	E&G
							\$ 3,095,093.10	

(a) Budget increased \$1,542,077.01 on 6/6/2025 to award construction.
(b) Budget increased \$351,071 on 5/7/2025 to award demolition services.
(c) Budget increased \$565,087.89 on 5/8/2025 to award construction.



FM Change Orders over \$50K 5/1/2025 through 7/31/2025 (a)

Purpose: Information to BOT

	BT/FM#	Project	Vendor	PO/Contract No.	Original Contract Amount (b)	Current Contract Amount (b)	CO#	Date Approved	Change Order Amount	Description	Funding Source
1	240416	EC Operations/Utility Building Exterior Concrete Testing Slab	Llorens Contracting	C656	\$ 333,085.00	\$ 409,636.00	1	7/31/2025	\$ 76,551.00	Provide fencing, signage & striping around the testing slab per the FIU Building Code Official.	E&G
									\$ 76,551.00		



September 18, 2025

Safety and Environmental Compliance Report as of August 12, 2025

Item #1 Biomedical Waste Compliance Inspection

Agency: Florida Department of Health

On July 31, 2025, the Florida Department of Health (FDOH) conducted an inspection at the Modesto A. Maidique Campus to review FIU's compliance with Biomedical Waste permit requirements.

Findings: No major violations were reported/observed.

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September 18, 2025

Treasury Report as of June 30, 2025

Report (*For Information Only – no action required*)

OVERVIEW

The University's total liquidity position of \$604.4 million was 3.7 times the University's debt position of \$163.2 million at the end of FY 2025 4Q. Including direct support organization ("DSO") debt, the liquidity to total debt ratio was 3.3 times. These results are higher compared to the end of FY 2024 4Q, where the liquidity to University debt and the liquidity to total debt ratios were 3.2 times and 2.9 times, respectively. The improved liquidity to debt ratio was due to solid investment earnings, positive cash flows and the continuance of debt service payments.

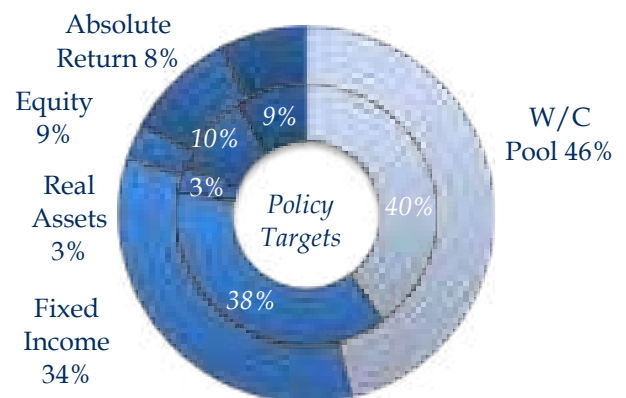
INVESTMENTS

Composition

Asset allocations at the end of FY 2025 4Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

At the end of FY 2025 4Q, the market value of the University's operating funds portfolio and cash was \$604.4 million. This balance reflects an increase of \$7.6 million or 1.3 percent, from the previous quarter. The increase reflects investment earnings and positive cash flow. The total portfolio market value was \$57.3 million higher than the market value at the end of FY 2024 4Q. The increase was mostly due to positive cashflows and favorable investment returns.

ASSET ALLOCATION



Forecast and Budget

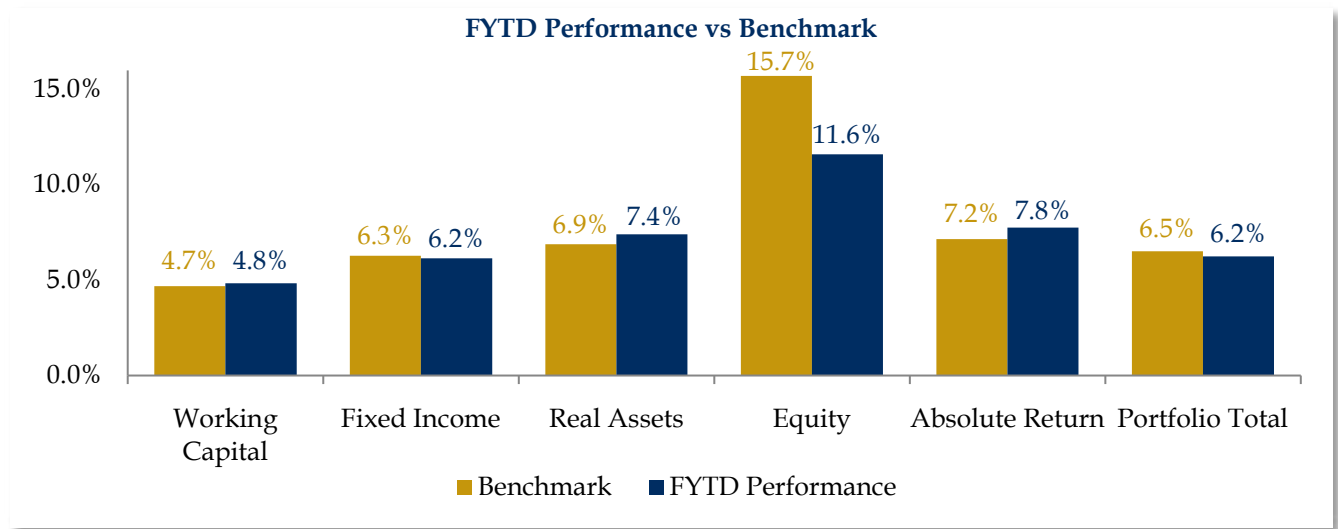
Actual balances at the end of FY 2025 4Q were 16.1 percent higher than the rolling forecast, 11.8 percent higher than the budget, and 10.5 percent higher than prior year. For the next quarter, the University should experience a significant increase in the cash and investment balances due to Fall tuition receipts.

Performance

FIU's operating portfolio continues to outperform the State Treasury investment pool ("SPIA"), returning 4.1 percent since inception versus the SPIA's 2.5 percent for the same period. At the end of FY 2025 4Q, the portfolio returned 6.2 percent. This compares to a 6.1 percent return at the end of FY 2024 4Q. The Strategic and Reserve Pools returned 7.4 percent while the Working Capital Pool gained 4.8 percent. Returns from

SPIA totaled 4.0 percent at the end of FY 2025 4Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class).

The Overall Portfolio was in line with its aggregate benchmark with the exception of the Equity asset class where the Private Equity allocation significantly underperformed its benchmark mostly to its positions in the Special Situations Sector. The Private Equity investment is in its distribution phase. The University will not allocate additional funds to the Private Equity Asset Class.



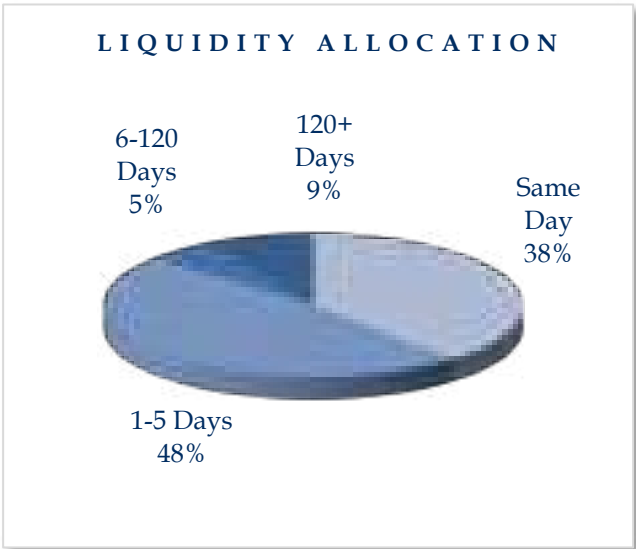
LIQUIDITY

Real Days Payable

At the end of FY 2025 4Q, \$520.3 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 2025 4Q, the University had 90 real days payable¹ (“RDP”) versus 82 RDP at the end of FYTD 2024 4Q.

Sources

The University started the fiscal year with \$235.8 million in cash balances². Total FYTD 2025 4Q inflows (state and operational) were \$1,552.3 million as compared to \$1,469.0 million for FYTD 2024 4Q. On average, \$5.9 million flowed into the University each business day in FYTD 2025 4Q and \$5.7 million in



¹ 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.

² Cash includes Working Capital Pool assets and cash balances in the concentration bank account.

FYTD 2024 4Q. The higher inflows were mostly from Operations.

Uses

FYTD 2025 4Q, the University used \$1,509.3 million as compared to \$1,457.8 million in the same period last fiscal year. The FYTD 2025 4Q velocity cash outflow was \$5.8 million per day and \$5.6 million in FYTD 2024 4Q. The higher outflow was mostly due to higher payroll expenses. The University ended FY 2025 4Q with \$278.8 million in cash balances.

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 2025 4Q ending balance) could have unrealized losses of up to \$4.5 million and one percent probability of up to \$19.0 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 2025 4Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$3.9 million, 0.6 percent unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 79.1 percent, or \$484.3 million, of the total current available cash and investment balances. RDP would fall to 84 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a (\$14.3) million (2.5) percent unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease to \$516.3 million or 89.7 percent of the total current available cash and investment balances. RDP would be 89 days based on fiscal year outflows in this stress scenario.

A Stagflationary scenario would result in a (\$23.3) million (4.2) percent unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$445.0 million or 79.9 percent of the total current available balances. RDP would drop to 77 days.

DEBT

Total Outstanding

The University and DSOs ended FY 2025 4Q with \$181.3 million in outstanding debt versus \$190.7 million at the end of FY 2024 4Q. 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 3.9 percent vs 3.8 percent in the prior year. The variance is mostly due to the 2024 AFC taxable modification.

Refunding

The University and the Athletics Finance Corporation (AFC) has refunded/modified all other eligible outstanding bond series. The refunding/modification are projected to save the University and AFC \$32.0 million in interest expense over the term of the issuances. As of June 30, 2025, \$11.9 million of interest savings have been realized from the refunding and modification activities. The University and AFC are expected to save \$1.8 million in interest expense in Fiscal Year 2025 and \$7.6 million over the next 5 years.

OVERVIEW

Liquidity/University Debt	3.70
Liquidity/Total Debt	3.33

Liquidity Position

Cash + W/C Pool	\$	278,790
Strategic + Reserve Pools		325,606
Total	\$	604,396

Debt Position

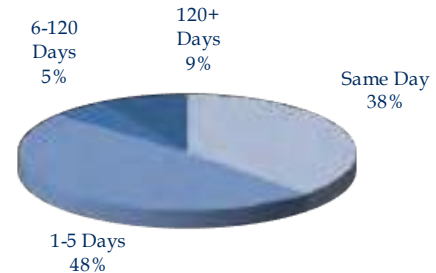
University Debt	\$	163,150
DSO Debt		18,186
Total	\$	181,336

LIQUIDITY
Availability

Same Day	\$	227,929
1-5 Days		292,405
6-120 Days		32,575
120+ Days		51,487
Total	\$	604,396

Real Days Payable (<5 Days)

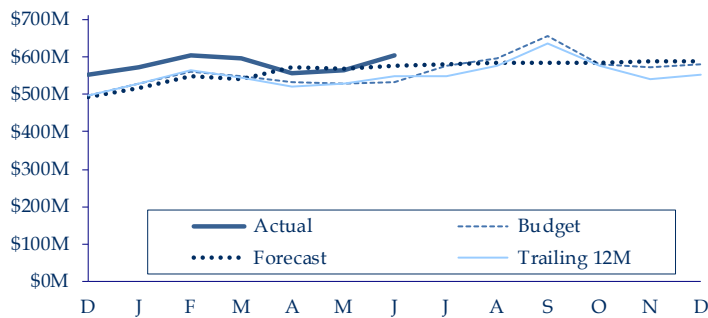
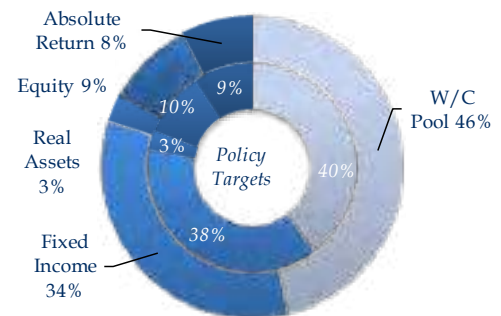
MTD Outflows	100
QTD Outflows	88
YTD Outflows	90

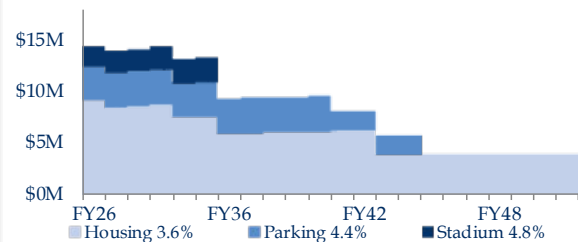
LIQUIDITY ALLOCATION

LIQUIDITY SOURCES AND USES

Sources	MTD	QTD	YTD
Opening W/C Pool Balance	\$ 202,815	\$ 236,186	\$ 192,628
Opening Cash Balance	41,731	42,888	43,124
From State	53,889	162,781	552,707
From Operations	89,802	221,719	999,631
Uses	MTD	QTD	YTD
To Payroll	\$ (61,285)	\$ (219,753)	\$ (823,798)
To Operations	(37,740)	(112,147)	(430,825)
To Students	(10,422)	(52,883)	(254,676)
Cash + W/C Pool	\$ 278,790	\$ 278,790	\$ 278,790

INVESTMENTS

Cash + W/C Pool	Balance	FYTD	Last 1Y
W/C Pool	\$ 234,858	5.2%	5.2%
Cash	43,932	3.3%	3.3%
Strategic + Reserve Pools	Balance	FYTD	Last 1Y
Fixed Income	204,126	6.2%	6.2%
Real Assets	18,367	0.0%	0.0%
Equity	57,387	0.0%	0.0%
Absolute Return	45,725	7.2%	7.2%
Total Portfolio	\$ 604,396	6.2%	6.2%

CASH + INVESTMENTS FORECAST

ASSET ALLOCATION

DEBT
OUTSTANDING DEBT

ANNUAL DEBT SERVICE


Period Ending June 30, 2025

(Million's)

<u>OPERATING FUNDS</u>	<u>MARKET VALUE¹</u>	<u>BOOK VALUE</u>	<u>INCOME EARNED²</u>
<u>Working Capital³</u>	\$278.8M	\$280.5M	\$10.8M
Fixed Income	\$204.1M	\$196.2M	\$5.4M
Equity	\$57.4M	\$39.1M	\$0.7M
Real Assets	\$18.4M	\$18.6M	\$0.0M
Absolute Return	\$45.7M	\$20.2M	\$0.0M
<u>Total Strategic/Reserve</u>	\$325.6M	\$274.1M	\$6.1M
<u>Total Operating Funds</u>	\$604.4M	\$554.6M	\$16.9M

¹ Includes Dividend/Interest Receivable

² Investment Income Earnings - Dividends and Interest

³ Includes Bank Cash

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September 18, 2025

Subject: Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from May 1, 2025, through July 27, 2025

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 25	PO Amount FY 26 (YTD)
0000305332	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Advertising, except for media placement services	PO # 0000305332	META PLATFORMS INC	COB Chapman Graduate School / Blanket Purchase Order for promotional ads for Chapman Graduate programs from July 1st, 2025 - June 30th, 2026	6/30/2026		\$970,440.00
0000305343	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Advertising, except for media placement services	PO # 0000305343	GOOGLE LLC	COB Chapman Graduate School / Blanket Purchase Order for FIU Chapman advertising Google Ads platform. (FY 2025-2026) for the period of 7/01/2025 - 6/30/2026.	6/30/2026		\$926,800.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000304228	Florida State University ITN# 5774-4	Learning Management System Service Provider PUR-00631	INSTRUCTURE INC	IT Business Services Office / Canvas Cloud Subscription	6/30/2026		\$906,028.92
0000301209	University of Florida ITN 22JL-106	PUR-05770	FISHER SCIENTIFIC COMPANY LLC	College of Arts Science & Education / Institute of Environment/ Office of Rsch and Eco Develop / Multiple lines PO for laboratory equipment	6/30/2027	\$857,979.93	
0000234074	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. Approval was obtained when entering into the subaward	PTE /Prime Award No 5R01DA051836 Subaward No. 000468	UNIVERSITY OF MIAMI	CPHSW Epidemiology / Subaward No. 000468 Amendment #3 for the project "Developing and testing health warning labels for the ENDS device". PTE/Prime Award No. 5R01DA051836	4/30/2025	\$754,068.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000258219	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. Approval was obtained when entering into the subaward	Subaward No. 000715	ARRIBADA INITIATIVE CIC	Global Forensic & Justice Ctr / Sub-award No. 000715- Operation Pangolin: Unifying Diverse Data Streams to Redefine Species Conservation	3/31/2026		\$723,331.00
0000282751	ITN-2020-00028	Strategic Real Estate Services PUR-03713	C & W FACILITY SERVICES INC	Ctr for Translational Science / Blanket Purchase Order for Facilities Management and Maintenance at CTS - Port St Lucie, for the period through 6/30/2025.	1/7/2026	\$722,500.00	
0000283959	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Advertising, except for media placement services	PO # 0000283959	GOOGLE LLC	FIU Online Web Based Courses / Advertising on Google to promote Graduate and Undergraduate online programs 2024-2025.	6/30/2025	\$657,000.00	
0000302517	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. Approval was obtained when entering into the subaward	Subaward No. 000841	SCHOOL BOARD OF MIAMI-DADE COUNTY FL	Student Access and Success / Subaward No. 000841 Unlimited Potential Community Schools Federal award#S215J230052	12/31/2028	\$627,309.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000304381	ITN-2020-00028	Strategic Real Estate Services PUR-03713	C & W FACILITY SERVICES INC	Ctr for Translational Science / Blanket Purchase Order for Facilities Management and Maintenance at FIU, CTS - Port St Lucie, for the period 7/1/2025 to 1/07/2026.	1/7/2026		\$607,000.00
0000302028	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Training and education services	Addendum to Pathway agreement between Shorelight Education LLC, Shorelight - Scientia LLD and Florida International University	SHORELIGHT EDUCATION LLC	FIU Global First Year / Shorelight Progression Fees- Spring 2025	9/30/2025	\$598,712.39	
0000301632	Piggyback Agreement E&I CNR01439 Approved by BOT on December 2019	Computer Equipment and Related Hardware, Software, Services and Support PUR-02645	COMPUTER DISCOUNT WAREHOUSE - CDW	IT Network Services / Multiple lines PO for Cisco products	7/30/2027	\$589,194.81	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000259283	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. Approval was obtained when entering into the subaward	PTE /Prime Award No N00021496C / 2211468 Subaward No. 000722	UNIVERSITY OF SOUTHERN CALIFORNIA	IT CIARA / Multiple lines PO for Subaward No. 000722 Vera Rubin Observatory Operations PTE Federal Award No: 2211468	9/30/2025	\$572,000.00	
0000304960	Approved by BOT on September 2023	PUR-07120	HIGHPOINT TECHNOLOGY SOLUTIONS INC	IT Panthersoft / HighPoint - Bolt on Modules to PeopleSoft. Annual Subscription Fees for Year 3 (07/01/2025 -06/30/2026)	6/30/2028		\$543,685.00
0000304097	Approved by BOT on February 2024	PUR-07970	CITRUS HEALTH NETWORK INC	Embrace Ctr Adv Inclus Comm / Blanket Purchase Order for Medical Services for the period of 07/01/2025 to 06/30/2025.	6/30/2029		\$507,534.00
0000283871	Piggyback Agreement No State Contract #80101500-20-01	PO # 0000283871	MAXIMUS CONSULTING SERVICES INC	Office of Rsch and Eco Develop / Robert Stempel CPHSW Deans Off /Multiple lines PO for Research Administration and Sponsored Projects Consulting Services		\$500,000.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000304274	Approved by BOT on June 2023	Piggyback Agreement No. St Johns County Bid# 2023-11	SMILEYS AUDIO VISUAL INC	IT Business Services Office / Blanket Purchase Order for (Smileys) for the Computer Store	6/30/2026		\$500,000.00



September 18, 2025

Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from May 1, 2025 through July 27, 2025

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 25	PO Amount FY 26 (YTD)
0000301031	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Services or commodities provided by governmental agencies, another University in the State University System, direct support organizations of the university, political subdivisions or other independent colleges and universities	PO # 0000301031	STATE BOARD OF ADMINISTRATIO N OF FLORIDA	Housing Central /Multiple lines PO for Florida International University Dormitory Revenue and Revenue Refunding Bonds, Series 2015A, Series 2020A and Series 2021A	6/2/2025	\$8,363,000.00	
0000300791	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Services or commodities provided by governmental agencies, another University in the State University	PO # 0000300791	STATE BOARD OF ADMINISTRATIO N OF FLORIDA	Parking and Transportation / Florida International University Parking Facility Revenue Refunding Bonds 2019A and Series 2023A//For Principal	6/2/2025	\$2,486,000.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
	System, direct support organizations of the university, political subdivisions or other independent colleges and universities						
0000303428	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. Approval was obtained when entering into the subaward	PTE /Federal Award ED24HDQ0G0448 Subaward No. 000964	UNIVERSITY OF MIAMI	Startup FIU / Subaward No. 000964 Climate Ready Infrastructure Federal award/FAIN#ED24HDQ0G0448	9/30/2029	\$ 2,280,997.74	
0000304139	ITN 01-002 Approved by BOT on June 2021	Office Lease Between the Florida International University Board of Trustees as Tenant and TWJ 1101 LLC as Landlord PO# 0000304139	TWJ OFFICE LLC	COB Chapman Graduate School / COB Deans Office / Multiple lines PO for Brickell Rent	2/10/2027		\$2,272,238.64
0000282332	ITN 01-002 Approved by BOT on June 2021	Office Lease Between the Florida International University Board of Trustees as Tenant and TWJ 1101 LLC as Landlord PO#0000282332	TWJ OFFICE LLC	COB Chapman Graduate School / COB Deans Office / Multiple lines PO for Brickell Rent	2/10/2027	\$2,181,510.65	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000304245	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Purchases for resale Approved by BOT on June 2023	PUR-07799	D AND H DISTRIBUTING INC	IT Business Services Office / Blanket Purchase Order for (D&H Apple + Other Items) for the Computer Store	12/18/2026		\$2,100,000.00
0000284809	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. Approval was obtained when entering into the subaward	PTE /Prime Award No W911NF-23-2-0229 Subaward No. 000818	THE PENNSYLVANIA STATE UNIVERSITY	Mechanical and Mat Engineering / Subaward No: 000818 Center for Integrated Renewable Energy and Energy Storage (CIRE2S) PTE Federal Award No: W911NF-23-2-0229"	9/28/2025	\$1,600,000.00	
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. Approval was obtained when entering into the subaward	PTE /Prime Award No 2029278 Subaward No. 000341	UNIVERSITY OF NORTH CAROLINA AT CHAPEL	IT CIARA / Subaward No: 000341 IRNC: Core Improvement: AtlanticWave-SDX: A Distributed Intercontinental Experimental	11/30/2025	\$1,534,974.20	
0000305374	ITN 45004 Contract signed by Mark B. Rosenberg on 12/17/15	Fleet Services for Business Services PUR-03771	TRANSDEV FLEET SERVICES INC	Business Services / Blanket Purchase Order for the Repair & Maintenance Services of the FIU Fleet for the period of 7/1/2025 - 6/30/2026.	3/15/2031		\$1,500,000.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000304883	Approved by BOT on June 2025	Piggyback Agreement No. Oracle Products and Services RFP# 24-02 PUR-10037	MYTHICS LLC	IT Panthersoft / Oracle PaaS and IaaS Universal Credits B88206 OCI	7/14/2028		\$1,300,000.00
0000283138	Approved by BOT on September 2024	Piggyback Agreement No. Mythics Region 4 (National IPA) Contract# R190801 PUR-05237	MYTHICS LLC	IT Panthersoft / Oracle PaaS and IaaS Universal Credits B88206 OCI	7/14/2025	\$1,294,646.16	
0000304374	Exception under BOG Regulation 18.001(6)(d)(17) - Purchases from an Annual Certification List developed by each University. Approved by BOT on June 2025	PO # 0000304374	ORACLE AMERICA INC	IT Panthersoft /Oracle Support Services Order #6593102	8/31/2028		\$1,285,440.87
0000283369	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services. Approved by BOT on September 2024	PO # 0000283369	META PLATFORMS INC	COB Chapman Graduate School / Blanket Purchase Order for FIU Chapman advertising on Meta platform. (FY 2024-2025) for the period of 7/01/2024- 6/30/2025	6/30/2025	\$1,255,008.00	
0000301349	Piggyback Agreement E&I CNR01439 Approved by BOT on December 2019	Computer Equipment and Related Hardware, Software, Services and Support PUR-02645	COMPUTER DISCOUNT WAREHOUSE - CDW	IT Business Services Office / Multiple PO lines for Microsoft licenses	7/30/2027	\$1,200,652.48	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25	PO Amount FY 26 (YTD)
0000303823	Piggyback Agreement GSA Contract GS-35F-408AA	PUR-10216	E-BUILDER, INC	Facilities Administration / Multiple lines PO for Owner's Construction Project Management Software System	6/30/2028	\$1,060,311.30	
0000304188	The sublease was signed by Mark B Rosenberg on 8/6/2013	Sublease Agreement between the District Board of Trustees of Broward College, Florida, and Florida International University Board of Trustees	MACQ-FLORIDA I LLC	FIU at I-75 / Blanket PO for the yearly lease payment for FIU at I-75. 7/01/2025 - 6/30/2026.	6/30/2034		\$1,058,111.54
0000283353	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Advertising, except for media placement services Approved by BOT on September 2024	PO # 0000283353	GOOGLE LLC	COB Chapman Graduate School / Blanket Purchase Order for FIU Chapman advertising Google Ads platform. (FY 2024-2025) for the period of 7/01/2024 - 6/30/2025.	6/30/2025	\$1,014,734.00	

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September 18, 2025

Casa Cuba Report as of August 31, 2025**FUNDRAISING FOR CONSTRUCTION OF CASACUBA BUILDING**

DONOR	COMMITMENTS & PLEDGES	CASH RECEIVED	REMAINING PLEDGE BALANCE
National Endowment for the Humanities*	\$750,000	\$750,000	\$0.00
Knight Foundation	\$3,503,000	\$1,603,000	\$1,900,000
Other Donors	\$23,738,739	\$8,934,937	\$14,803,802
Outright Gifts TOTAL	\$27,991,739	\$11,287,937	\$16,703,802
Planned Gifts	\$820,000	\$0.00	\$820,000
All Gift TOTAL	\$28,811,739	11,287,937	\$17,523,802

**As a Federal agency award, this is a cost-reimbursement grant; the full amount has been obligated.*

Highlights since last report: Since the last report, CasaCuba continues to advance conversations with major and principal gift prospects. We have received four verbal pledges totaling \$7,000,000 for construction and an additional \$2,500,000 to support CasaCuba academic programming (Not reflected in the numbers above). The gift agreements are being finalized with the donors.

FACILITIES UPDATE

- The CM submitted their 100% DD cost estimate on September 3, 2024, for \$40,539,727, initially \$8,391,919 over the construction budget.
- Re-imagining the building concept as a flexible, utilitarian space to be finished specific to exhibitions rather than a permanently finished space allowed value engineering to achieve a total project cost \$2.66M over budget inclusive of specialty design consultant costs not previously budgeted for.
- Authorization was given to proceed with construction documents on April 22, 2025, with the expectation that fundraising efforts will succeed in covering the budget gap.
- The next design deliverable is 50% Construction Documents due September 16, 2025.

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FIU FOUNDATION, INC.

**SUMMARY OF REVENUES AND EXPENSES
& INVESTMENTS**

June 30, 2025

FIU FOUNDATION, INC.
Summary of Revenues and Expenses *
For the Period Ended June 30, 2025
(In Thousands of Dollars)

	Actuals				
	University	Foundation	Total	Budget	Fav (Unfav) Variance
	(Donor Designated)	(Unrestricted)			
REVENUES:					
Cash Contributions	\$ 36,603	\$ -	\$ 36,603	\$ 41,032	\$ (4,429) [1]
Investment Returns, net of fees	48,247	18,221	66,469	25,407	41,062 [2]
Foundation Subsidiaries	-	247	247	213	34
Annual Revenues & Fees	-	1,245	1,245	1,094	151
TOTAL REVENUES	84,850	19,713	104,564	67,746	36,818
EXPENSES:					
Support to University:					
Scholarships & Programs	\$ 36,189	\$ -	\$ 36,189	\$ 33,809	(2,380) [3]
Building Funds	11,677	-	11,677	15,777	4,100 [4]
Operational Support	-	1,789	1,789	1,646	(143)
Total Support to University	47,866	1,789	49,655	51,232	1,577
Operational:					
Foundation Subsidiaries	-	258	258	403	145
Administrative Operating Expenses	-	7,088	7,088	9,181	2,093 [5]
Other Expenses	-	293	293	284	(9)
Total Operational	-	7,639	7,639	9,868	2,229
TOTAL EXPENSES	47,866	9,428	57,294	61,100	3,806
EXCESS REVENUES OVER EXPENSES	\$ 36,985	\$ 10,286	\$ 47,270	\$ 6,646	\$ 40,624

**Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.*

- [1] *The unfavorable variance of \$4.4 million in cash contributions is mainly attributable to lower than budgeted cash contributions for University-Wide Scholarships & Programs and Building Funds offset by higher than budgeted cash contributions for the College of Nursing & Health Sciences and the College of Engineering and Computing.*
- [2] *The favorable variance of \$41.1 million in investment returns, net of fees is attributable to actual fiscal year to date returns of 11% versus a budgeted rate of return for the fiscal year to date of 6.0% (yielding a 6.0% annual budgeted rate of return).*
- [3] *The unfavorable variance of \$2.4 million in scholarships & programs is primarily attributable to higher than budgeted scholarship and program expenses in the College of Arts, Sciences & Education and the College of Engineering & Computing.*
- [4] *The favorable variance of \$4.1 million in building funds is a result of capital projects being delayed.*
- [5] *The favorable variance of \$2.1 million in Administrative Operating Expenses is primarily attributable to less than budgeted salaries and benefits as a result of staffing vacancies.*

As of June 30, 2025							
Asset Class	Market Value	Current Allocation (%)	Current Month	Last 3 Months	Fiscal YTD	Annualized S.I.	Inception Date
Total Assets (Net of Fees)	\$508,154,502	-	2.7%	6.3%	10.2%	5.4%	6/30/2000
Main Investment Portfolio (Net of Fees)	\$463,032,681	100.0%	2.9%	6.9%	11.0%	5.8%	6/30/2000
Public & Private Equity	\$367,019,797	79.3%	3.5%	8.6%	13.1%	6.1%	6/30/2000
Public Equity	\$279,427,358	60.3%	4.6%	11.3%	15.5%	5.6%	6/30/2000
Private Equity	\$87,592,439	18.9%	0.0%	0.9%	5.3%	10.6%	11/15/2005
Real Assets	\$32,719,079	7.1%	0.1%	0.1%	1.3%	3.0%	1/31/2008
Hedge Funds & Other Diversifying Investments	\$937,322	0.2%	1.5%	1.7%	1.9%	4.8%	3/31/2002
High Quality Bonds and Cash	\$62,356,482	13.5%	1.5%	1.3%	4.9%	4.4%	6/30/2000
Total							

*Source: PCR as of June 30, 2025

IMPORTANT INFORMATION

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September 18, 2025

UNIVERSITY BONUS PLAN

Summary

FIU Bonus Plan that complies with the Florida Board of Governors (BOG) Regulation 9.015 and Section 1012.978, Florida Statutes was implemented upon approval by the Florida International University Board of Trustees (BOT) on 9/14/2021 and amended on 3/3/2022.

FIU has implemented the following types of bonus plans:

- Employee work performance
- Recruitment
- Retention

BOG Regulation 9.015 also authorizes the payment of bonuses included in ratified collective bargaining agreements.

Reporting Period: July 1, 2024 – June 30, 2025

Required by the BOT as part of the President submitting FIU's Bonus Plan Report to the BOT, pursuant to BOG Regulation 9.015.

Certifies to the best of our professional judgment and knowledge, that the bonuses paid to University employees during the reporting period, as described in the attached report, complied with the criteria in the FIU Bonus Plan and were paid from funds contained within the University's budget as approved by the BOT.

UNIVERSITY BONUS REPORT

The Florida International University bonus plan has been designed to comply with Section 1012.978, Florida Statutes, and BOG Regulation 9.015. The University has provided incentive bonuses based on work performance, as well as addressed recruitment and retention needs. A bonus is a one-time monetary award given to faculty or staff which is not added to the base salary. The following outlines bonus criteria and type:

Types of Bonuses and Evaluation Criteria

1. Work-Performance Bonuses

Evaluation Criteria: The evaluation criteria for these bonuses includes, but is not limited to, documented work performance involving increased duties/responsibilities, successful completion of a special project, attainment of established goals, superior performance, or specific achievements or assignments of significance.

Specific Bonuses Falling Within This Category:

A. Performance-Based Bonus

The Performance-Based Bonus is to recognize faculty and staff who have demonstrated continuous outstanding performance or who have made a significant contribution to the department's objectives. To be eligible to receive this bonus, the employee must have a current performance rating of "Consistently Exceeds" or better for staff or "Very Good" or better for faculty evaluations.

B. Project-Based Bonus

The Project-Based Bonus is to recognize faculty and staff upon the successful completion of a special project with pre-determined goals or performance levels in addition to the faculty and staff's regularly assigned duties.

C. Spot Award

The Spot Award is to recognize faculty and staff for superior performance that is not based on a project and is to foster continued improvement or reinforce superior or observable performance for a specific event or task has been completed. There must be an evaluation on file for the faculty or staff to be eligible for this bonus.

D. Variable Compensation Plan Award

The Variable Compensation Plan (VCP) Award is a pre-approved plan that provides for a lump-sum award based on successful attainment of established goals. A VCP establishes the eligible faculty or staff's contribution to departmental objectives, which typically includes revenue generation, and specific targets to be achieved with a pay-out schedule based on achieving the stated goals within the fiscal year. There must be an evaluation on file for the faculty or staff to be eligible for this bonus.

E. Recognition Awards

Recognition Awards serve to recognize faculty and staff for superior performance or specific achievements in designated categories. The FIU community gathers each year to honor and recognize distinguished staff and faculty members for their outstanding achievements and years of service through the Service and Recognition Awards. Select employees are recognized with an award for significant achievements in their scholarly pursuits (e.g., Employee Service and Recognition Awards and Student Employee of the Year Awards). Faculty excellence awards are presented during the Faculty Convocation and Awards Ceremony in the categories of teaching, gateway teaching, research/creative activities, engagement, service, advising/mentorship and librarianship.

F. Faculty Practice Plan

The Herbert Wertheim College of Medicine (HWCOM) variable compensation plan is applicable to clinical faculty with specialties as defined in the plan document, whose effort is primarily devoted to providing clinical care on behalf of FIU Health. The variable compensation plan provides for a percent of net revenues received by HWCOM from clinical services provided by the faculty.

G. Faculty Research Incentive Plan (Research & Merit)

Faculty Research Incentive Plan (Research & Merit) provides incentives for obtaining external research funding, patents and certain faculty awards which furthers FIU efforts to achieve BOG Emerging Preeminence and Preeminence designation, as well as maintain the already achieved Carnegie Research 1 designation. This is paid in full or in part as a bonus and/or transferred to the faculty member's FRIP account to support research at faculty discretion unless expressly specified in program components.

2. Recruitment (Sign-On) Bonuses

Evaluation Criteria: The evaluation criteria for these bonuses includes, but is not limited to, identification of external candidates with desirable specialized skills and exceptional experience, or where market conditions or departmental structure merit such an award.

3. Retention Bonuses

Evaluation Criteria: The evaluation criteria for these bonuses includes, but it is not limited to, circumstances to address verified offers of competing employment, address market conditions which are significantly higher than the current salary, ameliorate salary compression or inversion, or acknowledge successful completion of career development training, or certification programs that are in the best interests of the University or support the mission of the University. There must be an evaluation on file for the faculty or staff to be eligible for this bonus.

A. Educational Incentive Awards

Educational Incentive Awards are given to encourage staff to acquire a degree, a professional license, or a professional certification from an accredited institution or professional organization. The course of study should be relevant to the position and/or department

needs. Educational Incentive Awards are not available for degrees, professional certifications or licenses that are a current job requirement.

B. Faculty Terminal Degree Tuition Reimbursement

Faculty Terminal Degree Tuition Reimbursement will further increase the value and prestige of our faculty for eligible faculty members who do not have a terminal degree in their discipline.

Delegations of Authority

The BOT delegates authority to the President or the President's designee to establish procedures to implement this bonus plan, including levels of approvals and compensation for specific bonuses described in this bonus plan.

Reporting to the FIU BOT

At this first fall semester BOT meeting, this report is being submitted to the BOT certifying that bonuses paid during the prior fiscal year have complied with the criteria in this bonus plan and that the bonuses were within the University's budget as approved by the BOT. This report includes the BOT-required certification and provides the total amount of funds paid for performance, recruitment, and retention bonuses.

Bonus Type	Total Awards (All Types)	Total Amount
Work Performance Bonus	1,276	\$ 4,411,619
<i>Performance Bonus</i>	<i>153</i>	<i>\$ 1,019,650</i>
<i>Project Bonus</i>	<i>137</i>	<i>\$ 361,846</i>
<i>Recognition Award</i>	<i>172</i>	<i>\$ 379,411</i>
<i>Research & Merit Bonus</i>	<i>461</i>	<i>\$ 1,554,952</i>
<i>Spot Award</i>	<i>301</i>	<i>\$ 540,205</i>
<i>Variable Bonus</i>	<i>48</i>	<i>\$ 515,381</i>
<i>Faculty Practice Plan (VCP)</i>	<i>4</i>	<i>\$ 40,174</i>
Recruitment (Sign On) Bonus	41	\$ 430,095
Retention Bonus	240	\$ 455,030
<i>Educational Incentive</i>	<i>128</i>	<i>\$ 161,640</i>
<i>Retention Bonus</i>	<i>112</i>	<i>\$ 293,390</i>
CBA/LBR Bonus*	5,116	\$ 12,660,628
<i>Tuition Reimbursement</i>	<i>11</i>	<i>\$ 28,078</i>
<i>PBA Sick Bonus</i>	<i>15</i>	<i>\$ 6,750</i>
<i>One Time Bonus</i>	<i>5,090</i>	<i>\$ 12,625,800</i>
Grand Total	6,673	\$ 17,957,372

*Bonuses were awarded in accordance with CBAs/LBR approved by the BOT.

In-Unit Bonuses Awarded FY 2024-25

Award Type	Total Awards	Total Amount
Work Performance Bonus	537	\$ 1,543,869
<i>Performance Bonus</i>	<i>11</i>	<i>\$ 32,621</i>
<i>Project Bonus</i>	<i>53</i>	<i>\$ 54,350</i>
<i>Recognition Award</i>	<i>74</i>	<i>\$ 233,867</i>
<i>Research & Merit Bonus</i>	<i>382</i>	<i>\$ 1,211,356</i>

Award Type	Total Awards	Total Amount
<i>Spot Award</i>	17	\$ 11,675
Recruitment (Sign On) Bonus	1	\$ 7,500
Retention Bonus	56	\$ 69,177
<i>Retention Bonus</i>	53	\$ 65,177
<i>Education Incentive</i>	3	\$ 4,000
CBA Bonus*	1,298	\$ 5,038,428
<i>Tuition Reimbursement</i>	11	\$ 28,078
<i>PBA Sick Bonus</i>	15	\$ 6,750
<i>One Time Bonus</i>	1,273	\$ 5,003,600
Grand Total	1,892	\$ 6,658,974

*Bonuses were awarded in accordance with CBAs approved by the BOT.

Out-Of-Unit Bonuses Awarded FY 2024-25

Award Type	Total Awards	Total Amount
Work Performance Bonus	739	\$ 2,867,750
<i>Performance Bonus</i>	142	\$ 987,029
<i>Project Bonus</i>	84	\$ 307,496
<i>Recognition Award</i>	98	\$ 145,544
<i>Research & Merit Bonus</i>	79	\$ 343,596
<i>Spot Award</i>	284	\$ 528,530
<i>Variable Bonus</i>	48	\$ 515,381
<i>Faculty Practice Plan (VCP)</i>	4	\$ 40,174
Recruitment (Sign On) Bonus	40	\$ 422,595
Retention Bonus	184	\$ 385,853
<i>Retention Bonus</i>	59	\$ 228,213
<i>Education Incentive</i>	125	\$ 157,640
CBA/LBR Bonus* One Time Bonus	3,817	\$ 7,622,200
Grand Total	4,780	\$ 11,298,398

*Bonuses were awarded in accordance with CBAs/LBR approved by the BOT.

Variable Compensation Plans FY 2024-25

<i>Variable Bonus by Business Unit</i>		
Business Units	Total Awards	Total Amount
Athletics Department	11	\$ 164,315
Office of Business & Finance	29	\$ 267,807
College of Medicine	4	\$ 40,174
Office of the General Counsel	2	\$ 21,337
Division of Information Technology	4	\$ 24,579
School of Hospitality & Tourism		
Management	2	\$ 37,343
Grand Total	52	\$ 555,555

<i>Variable Bonus by Pay Plan</i>		
Pay Plan	Total Awards	Total Amount
Administrative	46	\$ 501,481
COM Faculty – 12 Month	4	\$ 40,174
Staff	2	\$ 13,900
Grand Total	52	\$ 555,555

Total Bonuses By Funding Source

Funding Source	Summary of Bonus Amount
Athletics	\$ 289,321
Auxiliary Enterprises	\$ 2,840,866
C&G	\$ 3,445,731
College of Medicine	\$ 63,805
E&G	\$ 11,057,771
Student Fees	\$ 212,184
Technology Fee	\$ 19,616
University Wide Pooled Activity	\$ 28,078
Grand Total	\$ 17,957,372

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