FIU Board of Trustees

FLORIDA INTERNATIONAL UNIVERSITY

Finance and Facilities Committee Meeting

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

Thursday, September 17, 2026
1:30 PM
or
Upon Adjournment of Previous Meeting

Chair: Jesus Lebeña
Vice Chair: Alan Gonzalez
Members: Patrick McDowell, Alyssa Mederos, Nestor Plana

Agenda

1.	Call to Order and Chair's Remarks	Jesus Lebeña
2.	Approval of Minutes	Jesus Lebeña
3.	Action Items	
	FF1. Education and General Carryforward Spending Plan and Related Certification, 2026-27	David H. Snider
	FF2. Fixed Capital Outlay Budget, 2026-27	David H. Snider
	FF3. Initial Board of Directors of the FIU Real Estate Foundation, Inc.	David H. Snider
	FF4. Alignment of the Project Budget for the Helen and Jacob Shaham Academic Medical Center	David H. Snider
	FF5. Early Retirement of FIU Athletics Finance Corporation Indebtedness	David H. Snider
	FF6. Student Housing Agreement between the FIU Board of Trustees and a Florida limited liability company owned by The Affordable Housing Preservation Corporation, a Florida not-for-profit corporation	David H. Snider
	FF7. Selection Procedures for Small Trades Contractors	David H. Snider
	FF8. Contract #PUR-08468 Amendment 2, Blackbaud, Inc. for University Advancement — Upgrade from Raiser's Edge NXT to	David H. Snider

Blackbaud CRM	
FF9. Master Subscription Agreement 01236189, Salesforce, Inc. - University-Wide Consolidation and Expansion of the Salesforce Platform	David H. Snider

4. **Discussion Items:** No Action Required

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4.2 Finance and Facilities Committee Charter	David H. Snider

5. **Reports:** For Information Only

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5.2 Business Services	Roger Clegg
5.3 Emergency Management	Annette Flores
5.4 Facilities and Construction Dashboard	Danny Paan
5.5 Safety and Environmental Compliance	Tamece Knowles
5.6 Treasury	Benjamin Jarrell
5.7 Procurement	John Mullally
5.8 CasaCuba Building	Lydia Betancourt Space
5.9 Foundation	Cristina R. di Mauro
5.10 FIU Annual Bonus Plan	Carlos A. Flores
5.11 FIU-CARE Purchasing Transactions under $1M	Antonio Tejera Rocafort

6. **New Business** — **Jesus Lebeña**

7. **Concluding Remarks and Adjournment** — **Jesus Lebeña**

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Jesus Lebeña

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FIU Board of Trustees

September 17, 2026

Subject: Approval of Minutes of Meeting held June 18, 2026

Proposed Action:

Florida International University Board of Trustees Finance and Facilities Committee approval of the Minutes of the Finance and Facilities Committee meeting held on June 18, 2026.

Background Information:

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on June 18, 2026.

Supporting Documentation: Minutes: Finance and Facilities Committee meeting, June 18, 2026

Facilitator/Presenter: Jesus Lebeña, *Chair, Finance and Facilities Committee*

FIU Board of Trustees

Finance and Facilities Committee
June 18, 2026
FIU, Biscayne Bay Campus, Wolfe University Center Ballrooms

MINUTES

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1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Finance and Facilities Committee meeting was called to order by Committee Chair Jesus Lebeña at 12:28 PM on Thursday, June 18, 2026.

Acting General Counsel Ryan Kelley conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Jesus Lebeña, *Committee Chair*; Alan Gonzalez, *Committee Vice Chair*; Patrick McDowell; Alyssa Mederos; and Nestor Plana.

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

Committee Chair Lebeña welcomed all Trustees and members of the University administration. On behalf of the Committee, he also welcomed Alyssa Mederos, the student representative on the Board of Trustees, as a member of the Finance and Facilities Committee.

2. Approval of Minutes

Committee Chair Lebeña asked if there were any additions or corrections to the minutes of the Finance and Facilities Committee meeting held on February 26, 2026. Hearing none, a motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on February 26, 2026.

3. Action Items

FF1. University and University Organizations Operating Budgets, 2026-27

Senior Vice President for Finance and Administration and Chief Financial Officer David H. Snider presented the proposed fiscal year 2026-27 University and University Organizations operating budget. He characterized the budget as disciplined, strategic, and aligned with FIU's long-term priorities, noting that the University is maximizing internal efficiencies through position control, the elimination of long-standing vacant positions, and the centralization of resources to redirect available funds toward institutional priorities. Sr. VP and CFO Snider stated that the proposed operating budget totals approximately $1.7B, an increase of approximately $12.5M, or 0.7%, from the prior year's approved budget. He explained that the largest funding sources are

Education and General (E&G), which includes state appropriations and tuition, followed by student financial aid, auxiliary enterprises, and contracts and grants. He noted that approximately $74M, or 10.8%, of the University's E&G budget is tied to state and institutional investment in performance funding.

Sr. VP and CFO Snider reviewed major year-over-year changes, including a $12.9M increase in student financial aid to approximately $300.4M, a modest increase in University E&G to approximately $685.5M, and a $5.3M decline in University Organizations expenditures to approximately $103.9M. He added that auxiliary enterprises and contracts and grants reflected smaller declines of $3.4M and $1.2M, respectively, and stated that the budget reflects balanced growth with continued fiscal discipline. Sr. VP and CFO Snider noted several factors shaping the budget, including the Governor's pending approval of the 2026 General Appropriations Act, continued pressure on federally sponsored research, growth in graduate medical education through the FIU Healthcare Network and Baptist Health South Florida, and the need to preserve liquidity and reserves in anticipation of reduced support in upcoming years. He stated that federal contracts and grants are projected to decline by $23.7M, while FIU Healthcare Network revenues are projected to grow by approximately $6.7M as the Baptist affiliation continues to scale.

Sr. VP and CFO Snider stated that FIU is projecting $6.5M in new net E&G revenue, driven by approximately $15.6M in net tuition revenue and additional recurring state support, partially offset by the expiration of prior-year nonrecurring appropriations. He explained that the tuition increase includes $9.2M from enrollment growth and approximately $6.4M from the 15% out-of-state tuition increase approved by the Board of Trustees in February. He added that FIU is receiving an additional $10.7M in recurring state funding, while nonrecurring funding is down $19.8M from the prior year, primarily due to the expiration of prior-year nonrecurring support. Sr. VP and CFO Snider stated that E&G carryforward remains an important tool for managing risk and flexibility. He estimated the University's E&G carryforward fund balance at approximately $206.1M and noted that, after setting aside the required 7% statutory reserve, approximately $156.5M remains available before planned commitments, roughly $48M more than the prior year. He explained that the increase was intentional and resulted from actions taken to strengthen the University's liquidity and move FIU toward its 200-days cash-on-hand goal ahead of anticipated reductions in state support.

Sr. VP and CFO Snider indicated that planned uses of carryforward include completion funding for Innovation II, critical deferred maintenance, scholarships, research, reserves for potential economic pressures, and other initiatives tied to FIU's Top 30 strategic priorities. Sr. VP and CFO Snider reviewed operational efficiency initiatives intended to strengthen financial flexibility, including position control, centralization of unrestricted funds, shared services, and the thoughtful adoption of artificial intelligence. He stated that these actions created a centralized pool of strategic dollars, supported FIU's Top 30 by 2030 priorities, and fully absorbed an

unfunded $21M fringe cost increase during the year. Sr. VP and CFO Snider also reviewed University support to direct support organizations (DSOs). He stated that the Board of Trustees is authorized to permit DSO use of University resources pursuant to Florida Statute 1004.28 and FIU Regulation 1502. He indicated that projected expenditures total $18.7M, of which $5.3M will be reimbursed by direct support organizations. He stated that the expenditures support 137.5 FTEs of personnel services and approximately 15,000 square feet of space.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve the FIU 2026-27 University and University Organizations Operating Budgets, and authorize the University President to amend the budgets consistent with Legislative, Board of Governors and FIU Board of Trustees directives and guidelines, as specified in the Board materials.

FF2. Appropriated Fixed Capital Outlay Budget/Capital Improvement, 2026-27

Sr. VP and CFO Snider presented FIU's fiscal year 2026-27 Fixed Capital Outlay budget from appropriations. He stated that the fixed capital outlay program totals approximately $80.4M from Public Education Capital Outlay (PECO) and Capital Improvement Trust Fund (CITF) appropriated funds, subject to the Governor's approval of the 2026 General Appropriations Act.

Sr. VP and CFO Snider explained that, under the PECO appropriation, FIU is scheduled to receive $53.7M for the FIU Herbert Wertheim College of Medicine Academic Health Center, completing the state funding requested for that project. He added that FIU is also scheduled to receive $15M for the Wall of Wind and $5M for the Aquarius Reef Base. Sr. VP and CFO Snider noted that FIU is also scheduled to receive $6.7M in CITF support for the Graham Center expansion and renovation, which still requires $3.5M in future supplemental funding to be fully funded. He further noted that the $59.7M in prior PECO funds for Innovation II includes $11M reappropriated from the Honors College project.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve FIU's 2026-27 Appropriated Fixed Capital Outlay Budget (pending Governor's approval) and authorize the University President to amend the budget as necessary, consistent with Legislative, Florida Board of Governors, and FIU Board of Trustees directives and guidelines.

FF3. FIU 2027-28 Fixed Capital Outlay Legislative Budget Request, Consisting of the five-year Capital Improvement Plan

Sr. VP and CFO Snider presented FIU's 2027-28 Fixed Capital Outlay Legislative Budget Request, consisting of the five-year Capital Improvement Plan. He stated that the plan addresses the University's longer-term capital priorities for state funding and centers on long-term research infrastructure, academic modernization, and student-serving facilities. Sr. VP and CFO Snider noted that FIU's top PECO-eligible priorities include Innovation III, at approximately $115.6M,

which would complete the Innovation Complex, and the Deuxième Maison (DM) Building replacement, at approximately $98.9M, followed by the Academic Health Center Study Complex. He added that workforce housing remains a major back-of-the-bill request to be funded through revenue bonds or a public-private partnership. He stated that, together, these priorities form the basis of FIU's fiscal year 2027-28 Fixed Capital Outlay Legislative Budget Request.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve FIU's 2027-28 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 FIU Board of Trustees directives and guidelines, as specified in the Board materials.

FF4. Establishment of International Student Service Fee for F-1 Visa Students

Sr. VP and CFO Snider presented the proposed establishment of an International Student Service Fee for F-1 visa degree-seeking students, beginning in fall 2026. He stated that the proposed fee of $75 per semester is intended to support FIU's federal immigration compliance requirements and enhance services for international students. Sr. VP and CFO Snider explained that Florida Board of Governors Regulation 7.003 authorizes universities to charge this type of fee to recover costs associated with federal reporting requirements through the Student and Exchange Visitor Information System (SEVIS), which is managed by the U.S. Department of Homeland Security. He noted that FIU's Office of International Student and Scholar Services supports approximately 3,300 F-1 students and is responsible for immigration documentation, student record management, program extensions, employment authorizations, status monitoring, and federal reporting, as well as related student support services.

Sr. VP and CFO Snider stated that the proposed fee is expected to generate approximately $495,000 in annual revenue, based on current enrollment. He indicated that the funds would primarily support compliance-related staffing, including approximately $392,000 for salaries and benefits for 5.75 FTEs, approximately $39,000 for temporary staffing, and approximately $64,000 for operating expenses, including systems used to maintain student records and automate SEVIS reporting. He added that several universities, such as UCF, UWF, and USF, charge $50 per semester while FIU's proposed $75 fee is modestly higher due to the operating costs and the higher cost environment in Miami.

Trustee Mederos stated that she understood and appreciated the purpose of the proposal and the importance of supporting FIU's international students. In her role as student representative, she noted the importance of considering the potential financial impact of the fee on students.

A motion was made and passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve the establishment of an International

Student Service Fee of $75 per semester for F-1 visa degree-seeking students, effective fall 2026, as specified in the Board materials.

Trustee Mederos voted against the motion.

FF5. Educational Plant Survey

Sr. VP and CFO Snider presented FIU's 2026-31 Educational Plant Survey. He explained that Florida law requires each state university to complete an educational plant survey at least once every five years. He stated that the survey is a systematic study of FIU's existing E&G facilities and future space needs based on projected enrollment and, once approved by the Board of Trustees and validated by the Florida Board of Governors, serves as a foundation for the University's capital planning. Sr. VP and CFO Snider noted that only projects recommended in the University's most recently approved survey are eligible for inclusion on the Capital Improvement Plan and for state funding through PECO, CITF, and other state capital outlay sources. He stated that the survey team conducted its needs assessment at the Modesto A. Maidique Campus from March 9-12, 2026, and included subject matter experts from the Florida Board of Governors, Florida Polytechnic University, Florida Agricultural and Mechanical University, and Florida Gulf Coast University.

Sr. VP and CFO Snider stated that, using the State University System fixed capital outlay space needs generation formula and FIU's projected academic year 2029-30 enrollment, the University's five-year calculated need is approximately 3.97M net assignable square feet, compared to a current validated inventory of approximately 2.08M net assignable square feet. He noted that FIU is meeting approximately 58% of its documented space need, with the greatest shortfalls concentrated in research laboratory space, study space, instructional media space, and gymnasium space. Sr. VP and CFO Snider reviewed the survey team's recommendations, including new construction projects at the Modesto A. Maidique Campus for the Academic Health Center Study Complex, DM Building, Honors College, FIU Herbert Wertheim College of Medicine Academic Health Clinical Partnership, Innovation II, and Innovation III, also referred to as the Science Laboratory Complex. He added that the team also recommended the remodeling, renovation, and demolition of the existing DM Building under a multi-scenario approach that preserves University flexibility as needs evolve.

Sr. VP and CFO Snider explained that the recommended projects implement the Board-adopted Campus Master Plan and align with priorities previously endorsed by the Board. He emphasized that inclusion in the survey does not constitute funding approval, but rather makes a project eligible to compete for state capital outlay funding in future years upon approval. He noted that the 2026-31 Educational Plant Survey will supersede FIU's prior Educational Plant Survey.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve FIU's 2026-31

Educational Plant Survey, effective July 1, 2026, through June 30, 2031, and authorize the transmission of the approved Survey to the Florida Board of Governors for validation in accordance with section 1013.31, Florida Statutes. The approved Survey may be amended thereafter at the request of the BOT should the University's facility needs change during the five-year Survey period.

FF6. Designation of the National Forensic Science Technology Center as a Special Purpose Center

Sr. VP and CFO Snider presented the request to designate the National Forensic Science Technology Center (NFSTC) as a special purpose center. He explained that the designation is an administrative reclassification that aligns FIU's educational location inventory with the revised Florida Board of Governors framework and formally recognizes the center's longstanding operational and research role. He noted that the designation does not establish a new instructional campus or expand degree offerings.

Sr. VP and CFO Snider stated that FIU acquired NFSTC in December 2017 and reported it to the Florida Board of Governors as a special purpose site. He explained that, effective June 2025, the Board of Governors amended Regulation 8.009 and eliminated the special purpose site category, requiring the center to be temporarily classified under the general category of "other." He stated that the requested action would move NFSTC into the appropriate permanent category as a special purpose center.

Sr. VP and CFO Snider noted that NFSTC is a world-class forensic science research and training facility located in Largo, Florida, in Pinellas County. He stated that the center serves federal, state, industry, and law enforcement partners, and has attracted more than $81M in cumulative research awards since acquisition, with approximately $10.6M in active sponsored projects. He added that NFSTC is a self-sustaining, externally funded operation supported primarily by contracts and grants, sponsored research activity, facilities and administrative cost recovery, and limited auxiliary support.

Sr. VP and CFO Snider explained that the designation requires no new construction or state-funded capital outlay. He stated that NFSTC meets the elements of the special purpose center definition because it is located apart from FIU's main campus, provides specialized forensic research, operational training, and technical assistance not available in a traditional academic environment, reflects a relatively permanent University commitment, and does not substantially duplicate nearby offerings. He emphasized that no degree programs or student credit hours are generated at the site.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve the designation of the National Forensic Science Technology Center as a Special Purpose Center, in accordance with FIU Board of Trustees and Florida Board of Governors Regulation, as specified in the Board materials.

FF7. Approval of the renewal of a Lease Agreement with 416Homez, Inc. for Location at 4600 Main Street, Snyder, New York

Sr. VP and CFO Snider presented the proposed second amendment to the lease for the FIU Center for Children and Families location at 4600 Main Street in Snyder, New York. He explained that the leased premises support the FIU Center for Children and Families, which operates a clinical research center in Western New York and houses federally funded National Institutes of Health research projects totaling more than $3M in awards, with Dr. Gregory Fabiano, Professor of Psychology, serving as principal investigator. Sr. VP and CFO Snider stated that the premises consist of approximately 2,175 square feet, including a participant waiting area, foyer, seven faculty and staff offices, a conference room, a multipurpose room, and off-street parking. He noted that FIU seeks to remain in the location because it remains a desirable area for recruiting study participants for active grants, the research team has invested significant effort in community outreach for the studies, and FIU has made a substantial capital buildout for privacy, technology, and purpose-built interview spaces that would be costly to replicate elsewhere.

Sr. VP and CFO Snider reviewed the lease history, noting that FIU entered into the original 48-month lease in September 2019 and that the first amendment, executed in June 2023, extended the term through September 30, 2026, on substantially similar terms. He stated that the property was sold in June 2025, and 416Homez, Inc. assumed the landlord's obligations effective June 1, 2025. Sr. VP and CFO Snider explained that the proposed second amendment provides for a two-year renewal term from October 1, 2026, through September 30, 2028, with one additional two-year renewal option through September 30, 2030. He stated that the total estimated cost for both two-year terms, including base rent, common area maintenance, and taxes, is approximately $223,196. He added that the lease is funded through Office of Research and Economic Development unrestricted facilities and administrative cost recovery, and therefore draws on research overhead rather than state operating dollars.

Sr. VP and CFO Snider noted that key lease provisions include a 3% annual base rent escalation, FIU's pro rata share of real property taxes, building insurance, and common area costs, limited permitted use for professional administrative offices, applicability of Florida public records law, indemnity obligations subject to Florida sovereign immunity, and landlord recourse limited to FIU assets with no liability for officers or employees.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve the second renewal of a Lease Agreement for a location for FIU at 4600 Main Street, Snyder, New York; delegate authority to the University President, or her designee, to negotiate the Second Amendment to the Lease Agreement and to exercise in the future the remaining renewal option under the Lease Agreement; and approve the execution of the Second Amendment to the Lease Agreement on behalf of the University and all other documents that may be necessary now or in the future to effectuate the transactions contemplated therein.

FF8. Transfer of Jewish Museum of Florida – FIU to Jewish Museum of Florida, Inc.

Provost and Executive Vice President Elizabeth M. Bejar presented the proposed transfer of the Jewish Museum of Florida – FIU to the Jewish Museum of Florida, Inc. She provided brief historical context, noting that the Jewish Museum of Florida was gifted to FIU in 2012 with the vision of serving as a laboratory for academic programming through a global Jewish Studies initiative. She stated that, while the Museum has provided valuable educational and cultural opportunities, several factors have historically limited FIU's ability to fully realize that vision within the University's operating structure.

Provost Bejar reviewed the key components of the proposed transaction. She stated that FIU would transfer all assets associated with the Jewish Museum of Florida to the Jewish Museum of Florida, Inc., including the real property, museum collections and archives, endowment and operating funds, and operational assets necessary to continue the Museum's activities. She noted that the agreement protects FIU's interests by providing for a share of future proceeds if the property is sold or otherwise monetized. Under the agreement, Provost Bejar noted that the FIU Foundation would receive 50% of the proceeds if the property is sold or monetized within the first five years, 35% if such action occurs between years six and ten, and 18% if such action occurs between years eleven and thirteen. She stated that any proceeds received by the FIU Foundation from such a transaction would be used to directly support FIU's Jewish Studies program.

Provost Bejar further explained that the transaction establishes a continued formal affiliation between FIU and the Jewish Museum of Florida, allowing both organizations to continue supporting one another's educational and cultural missions. She stated that, if approved, FIU would no longer own the property following the transfer and, therefore, the Museum would no longer be able to operate as an FIU special purpose center. Accordingly, she stated that FIU also requests approval to close the center and would seek the required approval from the Florida Board of Governors. Provost Bejar stated that the recommendation reflects a thoughtful path forward that supports the long-term success of the Museum while preserving its connection to FIU and continuing to benefit FIU students and academic programs. She thanked Committee Chair Lebeña and the FIU Foundation Board for their efforts and noted that the FIU Foundation Board had approved the proposed action two weeks earlier.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve the Transfer Agreement and Affiliation Agreement as provided in the Board materials; delegate authority to the University President and the Foundation CEO to take all actions and steps to execute all instruments, documents, and contracts and to take all other actions necessary in connection with the transfer of the Jewish Museum of Florida – FIU to the Jewish Museum of Florida, Inc.; and approve the closure of the Jewish Museum of Florida – FIU as a Special Purpose Center and request the Florida Board of Governors to approve such closure.

FF9. Replacement Lease for the FIU Downtown on Brickell Leased Premises

Sr. VP and CFO Snider presented the proposed replacement lease for FIU Downtown on Brickell. He stated that the College of Business has occupied space at 1101 Brickell Avenue since 2011, and that its footprint has grown to approximately 44,664 rentable square feet across several floors. He explained that the space houses graduate recruitment operations, MBA staff offices, the Small Business Development Center, the Hollo School of Real Estate, and classroom space for seven graduate programs, which together enroll approximately 353 students by fall headcount. Sr. VP and CFO Snider noted that FIU has exhausted all renewal options under the existing lease, which expires on February 11, 2027. He stated that the proposed replacement lease right-sizes FIU's footprint by reducing rentable square footage by approximately 41%, from 44,664 to 26,269 square feet. He added that the lease structure would shift from a modified gross lease with an uncapped operating expense pass-through to a full-service gross lease with an all-in rate and no operating expense pass-through.

Sr. VP and CFO Snider stated that the proposed lease provides for a headline rate of $59 per square foot, escalating at a fixed 3% annually, for a 36-month term with one one-year renewal option. He noted that FIU would also right-size parking at the location from 357 spaces to 100 spaces and would retain its prominent exterior building signage. Sr. VP and CFO Snider explained that the proposed lease is advantageous when compared on an all-in basis. He stated that the existing lease includes a base rent of $45.85 per square foot, plus a $2.51 operating expense pass-through that is uncapped and has grown at approximately 9% per year. He indicated that, on a comparable fiscal year 2027 all-in basis, the existing structure equates to approximately $49.81 per square foot and rising, while the replacement lease locks in $59 per square foot all-in, with the landlord bearing operating expense risk and eliminating FIU's exposure to rate shock.

Sr. VP and CFO Snider stated that, because of the 41% reduction in footprint, total occupancy cost would decrease by approximately $870,000 in the first year. He further noted that an independent market analysis completed by Newmark in August 2025 reviewed eight comparable Brickell properties and found quoted full-service rents ranging from $65 to $100 per square foot. He stated that FIU's negotiated $59 all-in rate is below the entire comparable set. Sr. VP and CFO Snider added that comparable parking rates ranged from $109 to $155 per space per month, while FIU negotiated an average parking rate of $75 per space per month. He also noted that FIU would retain prominent signage that would be difficult or costly to obtain elsewhere, and that no tenant improvement funds would be required to remain in the existing location, whereas a new location would require buildout costs to be covered by FIU. Sr. VP and CFO Snider concluded that the market validation for both rent and parking demonstrates that the negotiated terms are below the Brickell comparable set and satisfy the replacement lease requirements of Florida Board of Governors Regulation 17.001.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve a replacement lease for

the space occupied by FIU's College of Business at 1101 Brickell Avenue, Miami, Florida; and the delegation of authority to the University President, or her designee, to negotiate and execute the replacement lease on behalf of the University and all other documents that may be necessary to effectuate the transaction described above.

FF10. Creation and Certification of the FIU Real Estate Foundation, Inc. as a University Direct Support Organization

Sr. VP and CFO Snider presented the request to approve the establishment and certification of a new direct support organization, the Florida International University Real Estate Foundation, Inc., to streamline and strengthen FIU's management of its real estate holdings. He explained that FIU's real estate activity has historically been fragmented across the University, the FIU Foundation and its subsidiaries, the Athletic Finance Corporation, and other affiliates, with operational, environmental, and contractual real estate risks absorbed directly by the University or other entities. Sr. VP and CFO Snider stated that no single entity currently carries dedicated real estate expertise, and that procurement, balance sheet, and credit constraints can limit FIU's speed and financing flexibility on strategic transactions. He explained that a dedicated, University-controlled real estate corporation would consolidate FIU's real estate footprint within a focused governance structure, ring-fence risk away from the University and other direct support organizations, concentrate real estate and finance expertise on one board, and provide access to third-party financing and tax-efficient reinvestment in FIU's mission.

Sr. VP and CFO Snider noted that the request is timely because the University is pursuing a near-term opportunity to acquire a student housing property in Washington, D.C. to support FIU's growing presence in the capital. He stated that FIU has issued a nonbinding letter of intent to purchase a property and that the proposed Real Estate Foundation is the intended vehicle to acquire and hold the property, with the letter of intent naming the FIU Board of Trustees or its assigns so that the new corporation could take title and ring-fence related risk. Sr. VP and CFO Snider described the principal benefits of the proposed corporation as access to capital, risk isolation, consolidated expertise and governance, and tax-efficient, mission-aligned growth. He explained that the corporation could borrow through bank loans, lines of credit, and revenue bonds structured at the corporate level to preserve the University's credit capacity, subject to Division of Bond Finance guidelines. He added that the corporation would isolate operational, environmental, and contractual risks associated with owning and developing property, provide consolidated governance over a growing real estate portfolio, and reinvest net proceeds into FIU's mission as a 501(c)(3) supporting organization.

Sr. VP and CFO Snider clarified that the FIU Foundation would continue its core role in philanthropy, fundraising, endowment management, and stewardship of gifts and bequests, including gifts of real property. He stated that the new Real Estate Foundation would serve as a dedicated vehicle for strategic and commercial real estate activity, including acquiring, financing, developing, leasing, and monetizing property. Sr. VP and CFO Snider noted that, to ensure

coordination and avoid duplication, the FIU Foundation CEO would serve on the Real Estate Foundation's Board. He explained that the corporation would be organized to purchase, hold, finance, develop, lease, manage, and dispose of real property exclusively for the benefit of the University. Sr. VP and CFO Snider stated that its scope would include acquiring and holding strategic property, financing acquisitions and development, developing University real property, entering into ground leases that generate recurring revenue, serving as a dedicated vehicle for public-private partnerships, and reinvesting net proceeds into the University's mission. He emphasized that real property transfers and any financing would remain subject to applicable Board of Trustees and Board of Governors approvals.

Sr. VP and CFO Snider reviewed the proposed structure and governance. He stated that the Real Estate Foundation would be a University-controlled Florida nonprofit corporation organized under Chapter 617, Florida Statutes, as a 501(c)(3) Type I supporting organization with FIU as the supported organization. He explained that the corporation would be operated by existing University finance, treasury, accounting, and legal staff under a written agreement, avoiding duplicate administrative infrastructure. Sr. VP and CFO Snider noted that its officers would be University employees, with the Director of Real Estate serving as president and reporting to the Senior Vice President for Finance and Administration and Chief Financial Officer. He stated that the board would include seven voting members: four University ex officio members, consisting of the Chair of the Board of Trustees or designee, the University President or designee, the FIU Chief Financial Officer, and the FIU Foundation CEO; and three independent directors with real estate, finance, development, or legal expertise, serving three-year terms and subject to confirmation by the President and approval by the Board of Trustees. He noted that the University's ex officio directors would hold a voting majority, preserving University control, and that reserved matters such as debt, property acquisition and disposition, major leases, development, and public-private partnerships would require University and Board of Trustees approval.

Sr. VP and CFO Snider stated that the corporation would be subject to the same audit, budget, and oversight regime as other direct support organizations. He noted that it would use no state funds or E&G resources and would not impair the University's balance sheet or credit profile. He added that the annual operating budget would be Board of Trustees approved, quarterly expenditure plans would be filed with the President, and an annual independent CPA audit would be filed with the Auditor General and the Board of Governors within nine months after the end of the fiscal year. Sr. VP and CFO Snider stated that the corporation would be governed by Florida Board of Governors Regulation 9.011 and FIU Regulation 1502, which the University expects to amend in September 2026.

Trustee Nestor Plana commented that Sr. VP and CFO Snider clearly explained two important features of the proposed entity: that it would be a 501(c)(3) organization and that it would be fully controlled by the University.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve (1) the establishment and incorporation of "The Florida International University Real Estate Foundation, Inc." as a Florida not-for-profit corporation, (2) certification of the corporation as a university direct-support organization of Florida International University pursuant to Section 1004.28, Florida Statutes, (3) the corporation's Articles of Incorporation and Bylaws in substantially the form attached hereto (with such non-substantive changes, additions, and modifications as may be approved by the President or her designee in consultation with the Office of the General Counsel), (4) authorization to University staff, in coordination with the Office of the General Counsel, to prepare and execute such documents, agreements, and instruments as may be reasonably necessary or desirable to transfer or convey real property currently held by or for the benefit of FIU to the Corporation, subject to any applicable approvals required under Florida Statutes and Board of Governors and FIU regulations and procedures, and (5) delegation of authority to the University President or her designee to take all further actions and execute all documents as may be necessary to effectuate the matters contemplated herein.

FF11. Contract Renewal #PUR-04000 for Grounds Maintenance with Aramark Management Services Limited Partnership

Sr. VP and CFO Snider presented the request to renew FIU's grounds maintenance contract with Aramark Management Services Limited Partnership by exercising five one-year renewal options and authorizing execution of the renewal. He stated that Aramark has maintained FIU's grounds since 2021 under a competitively awarded contract. He explained that Aramark was selected through an invitation to negotiate that drew eight proposals, with Aramark ranked first. The Board approved the award on June 16, 2021, effective July 1, 2021, for a five-year term with five one-year renewal options, and the initial term ends on June 30, 2026.

Sr. VP and CFO Snider framed grounds maintenance as a strategic asset rather than solely a cost center. He noted that graduating student surveys consistently cite campus appearance as a top strength and as a driver of recruitment and affinity, and that campus appearance depends directly on field labor hours, making reliable staffing a strategic priority. Sr. VP and CFO Snider stated that the contract provides full-service grounds maintenance across the Modesto A. Maidique Campus, the Engineering Center, and the Biscayne Bay Campus, covering a combined 575 acres with 117,760 guaranteed labor hours per year. He explained that the work includes turf and landscaping, tree and arbor care with certified arborists, general grounds and waste management, plantings, event readiness support, and disaster preparedness and response. He added that the contract allows departments to fund additional services of up to 15% per year.

Sr. VP and CFO Snider explained that costs increased under the 2023 amendment due to the convergence of three factors: three-year compounded inflation of 19.2% against a contract that contemplated only a 1.5% annual cap, a 38.7% increase in the Florida minimum wage from the start of the contract and 61.5% over the full term, and Aramark's difficulty hiring and retaining

the crews needed to deliver the guaranteed annual labor hours. He stated that, to protect campus appearance as a strategic asset, FIU agreed to base frontline pay on the Florida living wage rather than the minimum wage. He noted that the 2023 amendment increased the five-year base contract by approximately $1.85M, or 11.5%, which remained below inflation and wage pressures and below the runner-up's best and final offer.

Sr. VP and CFO Snider stated that, for the renewal, Aramark initially proposed a $17 per hour frontline wage with uncapped escalation in later years. He explained that FIU countered, and Aramark accepted terms under which frontline pay tracks FIU's own living wage standard, $15.87 per hour, or approximately $33,000 per year in 2026, rather than the higher proposed rate. He stated that other costs in renewal year one are held to a 2.4% CPI increase, and in years two through five all other cost growth is capped at the lower of the Employment Cost Index or 3%. He added that the 15% additional service capacity is preserved.

Sr. VP and CFO Snider stated that the estimated cost for the five one-year renewal options totals approximately $21.8M, with each renewal year escalating by approximately 3%. Combined with the initial term, the ten-year estimate is approximately $39.41M, which is approximately $5.98M, or 18%, above the original 2021 approval of $33.42M, reflecting inflation and wage realities. Sr. VP and CFO Snider stated that the University recommends renewal rather than returning to the market because the competitive procurement in 2021 already established price reasonableness, with eight proposals submitted and the runner-up bid 14.4% higher.

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees (BOT) to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on September 18, 2025, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees (i) approve, as listed and described in the Board materials, the University entering into the contracts and purchase orders and/or change orders to the purchase orders ("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.

FF12. Updated Selection Procedures for Architects/Engineers, General Contractors, and Construction Managers

Sr. VP and CFO Snider presented the proposed updated selection procedures for architects and engineers, general contractors, and construction managers. He stated that the proposed updates include three key changes intended to clarify and strengthen the University's selection procedures. Sr. VP and CFO Snider explained that the first change adds litigation history as a background due diligence measure for architect, engineer, general contractor, and construction

manager selections. He stated that FIU would reserve the right to conduct independent litigation searches of respondents as part of assessing a firm's stability, financial health, and responsibility. He emphasized that litigation history would not be a scored or weighted criterion, but rather background due diligence limited to litigation relevant to the professional services being solicited.

Sr. VP and CFO Snider stated that special consideration would be given to past or current litigation between a respondent and FIU, particularly within the preceding five years, with evaluation of the nature, scope, resolution, and overall pattern of the litigation. He clarified that the mere existence of prior litigation would not be disqualifying, although FIU would reserve the right to disqualify a respondent engaged in active litigation with the University. Sr. VP and CFO Snider explained that the second change clarifies how the single discount price is applied. He stated that the updated language is intended to ensure that respondents provide the discount as a percentage during the solicitation process, rather than as a fixed dollar amount. Sr. VP and CFO Snider stated that the third change codifies longstanding practice and scope by clarifying that the architect and engineer procedures also govern the selection of building code inspectors, and that the construction manager procedures also govern the selection of general contractors, in each case when engaged in connection with construction programs.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend FIU Board of Trustees approval of updated selection procedures for architects/engineers, general contractors, and construction managers to incorporate litigation searches as a background due diligence measure and other ministerial changes; authorization for the University President or her designee to execute, on behalf of the University, all documents, and take all actions, that may be necessary to effectuate the competitive selections and negotiations pursuant to said updated procedures; and delegation of authority to the University President or her designee to approve future revisions to the selection procedures that are ministerial or administrative in nature.

FF13. Forgiveness of the Intracompany Loan Balance Between FIU and FIU Intercollegiate Athletics

Sr. VP and CFO Snider presented the request to forgive the remaining intracompany loan balance between FIU and FIU Intercollegiate Athletics. He explained that, between 2010 and 2020, the Board approved a series of intercompany advances from treasury operations and auxiliary shared service fees to athletics to support capital investment, including the arena, stadium, and practice fields, and to address operating pressures associated with revenue volatility and Conference USA.

Sr. VP and CFO Snider stated that the advances were structured as three loans: two amortizing loans bearing 2% interest and one non-amortizing, zero-interest loan related to the stadium

project. He noted that, although Athletics has made payments on the amortizing loans in recent years, a substantial balance remains and the proposal would resolve that remaining balance. Sr. VP and CFO Snider stated that, after the most recent payment, the remaining balance is $9.05M, including $3.9M from the original working capital loan, $4.3M tied to practice field projects, and $850,000 related to the stadium loan. He explained that, if left in place, the loans would continue for many years, extending into the early 2040s and generating approximately $2.96M in additional interest expense over time. Sr. VP and CFO Snider stated that the proposed action is authorized under Florida Board of Governors Regulation 9.013, which permits universities, for a limited period, to use unreserved auxiliary funds to support athletics through either a loan or a transfer. He explained that forgiving the remaining balance would convert the intracompany loans into a non-reimbursable transfer consistent with the regulation.

Sr. VP and CFO Snider noted that the proposal remains within the allowable annual limit of $22.5M in support from non-athletic auxiliary funds. He stated that, when combined with the $2.5M in fiscal year 2025-26 support previously approved by the Board of Trustees on November 20, 2025, the $9.05M forgiveness would represent approximately 51% of the annual cap for the current fiscal year. Sr. VP and CFO Snider reviewed the financial benefits of the proposal, stating that it would remove the liability from Athletics' balance sheet, strengthen Athletics' financial position, free approximately $550,000 per year in debt service for priorities such as student-athlete support, Name, Image, and Likeness (NIL), and revenue-sharing requirements, and avoid approximately $2.96M in future interest expense. He added that, from a University-wide perspective, there would be no material impact on FIU's credit rating and no negative impact on treasury operations, auxiliary shared service fees, or reserves.

Sr. VP and CFO Snider stated that, if approved, FIU would submit the required notice to the Chancellor within 14 days, consistent with Board of Governors Regulation 9.013.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend FIU Board of Trustees approval of the forgiveness, effective June 30, 2026, of the outstanding combined intracompany loan balance between FIU and FIU Intercollegiate Athletics in the amount of $9,054,788.79, representing the outstanding balance remaining after application of the scheduled fiscal year 2025-26 principal and interest payment of $550,000 remitted by FIU Intercollegiate Athletics to FIU Treasury Operations on June 15, 2026, pursuant to the existing amortization schedule.

FF14. Contract #PUR-11669, Air Planning, LLC

Sr. VP and CFO Snider presented the request to approve Contract #PUR-11669 with Air Planning, LLC for charter air services to support FIU football team travel to away games. He stated that the contract resulted from a competitive solicitation and provides for an initial two-year term with an option to renew for two additional one-year terms. Sr. VP and CFO Snider provided prior-year spending context, noting expenditures of approximately $621,000 in fiscal year 2023-24,

$554,000 in fiscal year 2024-25, and $700,000 year-to-date in fiscal year 2025-26. He stated that anticipated spend for the upcoming initial two-year term is approximately $1.6M, or up to $800,000 per year, with a total estimated expenditure of approximately $3.2M over the potential four-year term, reflecting current increases in fuel charges. He added that the contract will be funded through Intercollegiate Athletics Fund 411 and the football account within that fund. He noted that Air Planning, LLC is FIU's current provider of charter air services.

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on September 18, 2025, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve, as listed and described in the Board materials, the University entering into the contracts and purchase orders and/or change orders to the purchase orders ("Contracts") and 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.

FF15. Renewal of the Canvas Learning Management System with Instructure, Inc.

Sr. VP and CFO Snider presented the request to renew the Canvas Learning Management System with Instructure, Inc. He stated that Canvas is FIU's enterprise learning management system and is used by faculty and students across all colleges. He noted that the current agreement expires on June 30, 2026, and that the renewal is necessary to ensure continuity of service.
Sr. VP and CFO Snider explained that Canvas is FIU's primary learning management system, supporting online, hybrid, and in-person instruction for approximately 47,000 full-time-equivalent students. He stated that any lapse in service would be disruptive to course delivery, grading, and academic operations across the University.

Sr. VP and CFO Snider stated that the renewal is executed under the Florida ITN, a competitively solicited State University System cooperative agreement, with Florida State University serving as the lead negotiating institution. He noted that the agreement includes the core Canvas Cloud subscription, 24/7 support, Managed Canvas Data, Canvas Impact analytics, and Canvas Catalog for FIU Develop. Sr. VP and CFO Snider stated that the proposed renewal is for a four-year term running from July 1, 2026, through June 30, 2030. He stated that the total contract value is $4,461,008 across four order forms, with costs of approximately $1.07M in year one rising to approximately $1.16M in year four. Sr. VP and CFO Snider stated that the renewal will be funded through the Student Technology Fee. He noted that the fiscal year 2026-27 budget covers year one and that the multi-year commitment will be managed within the technology fee allocation through the annual budget process.

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 September 18, 2025, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend that the FIU Board of Trustees approve, as listed and described in the Board materials, the University entering into the contracts and purchase orders and/or change orders to the purchase orders ("Contracts") and 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.

4. Discussion Items: No Action Required
Board Chair Carlos A. Duart noted that Trustees are briefed extensively in advance of Board meetings.

4.1 Financial Performance Review, Third Quarter 2025-26
Sr. VP and CFO Snider presented the Financial Performance Review for the third quarter of fiscal year 2025-26. He stated that the University's third-quarter results remained strong, with a net favorable variance of approximately $70M. He explained that revenues were above plan by approximately $12M, largely driven by undergraduate enrollment and financial aid activity, while expenses were below budget by approximately $57M due to personnel savings and disciplined spending. Sr. VP and CFO Snider noted that contracts and grants revenue was below expectations, but that the variance was offset by growth in core operating areas and auxiliaries. He stated that, overall, the institution remained in a very stable financial position heading into the fourth quarter.

4.2 Review of Financial Statements Audits for Fiscal Year Ended June 30, 2025
Sr. VP and CFO Snider presented the University's audited financial statements for the fiscal year ended June 30, 2025. He stated that the State of Florida issued the University's audited financial statements and that FIU received an unmodified, or clean, audit opinion, meaning that the financial statements present fairly, in all material respects, FIU's financial position and results. Sr. VP and CFO Snider stated that the auditors identified no material weaknesses in internal control over financial reporting and no instances of noncompliance required to be reported under government auditing standards. He noted that the statements include the University's major component units, including the FIU Foundation and its subsidiaries, the FIU Athletic Finance Corporation, the FIU Academic Health Center Health Care Network Faculty Group Practice, and Children's Alliance for Research and Education. He stated that the FIU Research Foundation was not consolidated because its assets and revenues represent less than 1% of aggregate component unit totals.

Sr. VP and CFO Snider reported that total assets were just over $2.2B, an increase of approximately $180.5M, or 8.8%, over the prior year, driven primarily by a $90.8M increase in amounts due from the state for construction, $57.9M in higher cash and investments, and $43.2M in non-depreciable assets. He stated that total liabilities were just over $1.2B, an increase of approximately $128.4M. He reported that operating revenues totaled $661M, an increase of approximately $14.7M, or 2.3%, mainly from higher net tuition and fees, partially offset by a decline in contracts and grants. Sr. VP and CFO Snider stated that operating expenses totaled $1.3B, an increase of approximately $32.4M, or 2.6%, driven largely by scholarships and fellowships and compensation and benefits. He stated that net nonoperating revenues, which include state appropriations and financial aid, totaled approximately $734.8M, an increase of approximately $52.2M, or 7.6%.

Sr. VP and CFO Snider summarized that FIU received a clean audit opinion with no reportable findings, and that the statements reflect continued growth in assets and net position.

5. Reports

There were no questions from Committee members regarding the reports included as part of the agenda materials. Committee Chair Lebeña noted that the Facilities and Construction report provides a comprehensive overview and visual context regarding the University's major capital and construction projects.

6. New Business

No new business was raised.

7. Concluding Remarks and Adjournment

With no other business, Finance and Facilities Committee Chair Jesus Lebeña adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Thursday, June 18, 2026, at 1:50 PM.

FIU Board of Trustees

September 17, 2026

Subject: Education and General Carryforward Spending Plan and Related Certification, 2026-27

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 Section 1011.45, Florida Statutes, 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, 2026; 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 carryforward 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 carryforward balance requirements and allowable expenditures from E&G carryforward fund balances, and BOG Regulation 9.007 has been amended to reflect these changes. Carryforward 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 must include:*

    - *Commitment of 12 percent of the University's prior fiscal year state operating fund carryforward balance to fund a PECO project that has received a prior appropriation to complete the project or for deferred building maintenance expenses*
- *Authorized expenditures in the E&G carryforward expenditure plan may include:*
    - *Commitment of funds to a PECO project that has received a prior appropriation 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*
    - *Deferred building maintenance expenses for the maintenance, repair, and renovation of projects to improve the health and safety of such facilities*

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.

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, 2026, net of accounts receivable, accounts payable, and deferred student tuition and fees, totals $215,057,446 for the University and $17,977,842 for the Herbert Wertheim College of Medicine (HWCOM). After the 7 percent statutory reserve of $49,635,816 for the University and $3,573,686 for HWCOM; $8,699,130 of

encumbrances for the University and $337,169 for HWCOM; and the $205,000 annual contribution to reserves for new fixed capital outlay projects for the University, the carryforward spending plans total $156,517,500 for the University and $14,066,987 for HWCOM.

Supporting Documentation:	University and HWCOM Carryforward Spending Plans
	State University System of Florida Board of Governors 2026-27 Operating Budget and E&G Carryforward Spending Plan Certification
	Section 1011.45, Florida Statutes
	BOG Regulation 9.007, State University Operating Budgets and Requests
	Funding Certification Form
Facilitator/Presenter:	David H. Snider

FLORIDA INTERNATIONAL UNIVERSITY

Education and General
2026-2027 Carryforward Spending Plan Summary
Approved by University Board of Trustees
Balances and Spending Plans as of July 1, 2026

		University E&G	Special Unit or Campus (Title)	Grand Total : University Summary
A.	**Beginning E&G Carryforward Balance - July 1, 2026 :**			
	Cash	$ 205,726,090	$ 18,743,688	$ 224,469,778
	Investments	$ -	$ -	$ -
	Accounts Receivable	$ 17,305,375	$ 3,089	$ 17,308,464
	Less: Accounts Payable	$ 6,836,310	$ 754,835	$ 7,591,145
	Less: Deferred Student Tuition & Fees	$ 1,137,709	$ 14,100	$ 1,151,809
B.	**Beginning E&G Carryforward Balance (Net of Payables/Receivables/Deferred Fees) :**	$ 215,057,446	$ 17,977,842	$ 233,035,288
C.	**Fiscal Year 2025-2026 E&G Carryforward Encumbrances Brought Forward:**	$ 8,699,130	$ 337,169	$ 9,036,299
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, 2026" on the "Details - FCO Reserves" tab)	$ 205,000	$ -	$ 205,000
E.	7% Statutory Reserve Requirement (1011.45(1) F.S.):	$ 49,635,816	$ 3,573,686	$ 53,209,502
F.	**E&G Carryforward Balance Less 7% Statutory Reserve Requirement (Amount Requiring Approved Spending Plan) :**	**$ 156,517,500**	**$ 14,066,987**	**$ 170,584,487**
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, 2026" on the "Details-12% Commitment" tab)	$ 20,470,138	$ -	$ 20,470,138
H.	**Carryforward Reserve Fund** (1011.45(3) F.S.):	$ 17,500,000	$ -	$ 17,500,000
I.	*** Restricted / Contractual Obligations**			
	Restricted by Appropriations	$ 7,865,747	$ 654,634	$ 8,520,381
	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	$ 2,660,372	$ 10,186,180
	Faculty/Staff, Instructional and Advising Support and Start-up Funding	$ -	$ 912,810	$ 912,810
	Faculty Research and Public Service Support and Start-Up Funding	$ 463,713	$ 1,934,338	$ 2,398,051
	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))	$ 7,049,619	$ 90,240	$ 7,139,859
	Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	$ 6,228,902	$ 5,408,630	$ 11,637,532
	Other UBOT Approved Operating Requirements			
	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	$ 619,284	$ -	$ 619,284
	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)	$ 16,474,552	$ 6,162,154	$ 22,636,706
	FCO Restricted : (Should agree with restricted column totals on "Details-Fixed Capital Outlay" tab)	$ 13,278,521	$ 5,498,870	$ 18,777,391
	Grand Total Restricted / Contractual Funds :	**$ 29,753,073**	**$ 11,661,024**	**$ 41,414,097**
J.	*** Commitments**			
	Compliance, Audit, and Security			
	Compliance Program Enhancements	$ -	$ -	$ -
	Audit Program Enhancements	$ -	$ -	$ -
	Campus Security and Safety Enhancements	$ 340,000	$ -	$ 340,000
	Academic and Student Affairs			
	Student Services, Enrollment, and Retention Efforts	$ -	$ -	$ -
	Student Financial Aid	$ -	$ -	$ -
	Faculty/Staff, Instructional and Advising Support and Start-up Funding	$ -	$ 215,950	$ 215,950
	Faculty Research and Public Service Support and Start-Up Funding	$ 19,450,000	$ -	$ 19,450,000
	Library Resources	$ -	$ -	$ -
	Facilities, Infrastructure, and Information Technology			

FLORIDA INTERNATIONAL UNIVERSITY
Education and General
2026-2027 Carryforward Spending Plan Summary
Approved by University Board of Trustees
Balances and Spending Plans as of July 1, 2026

	University E&G	Special Unit or Campus (Title)	Grand Total : University Summary
Utilities	$ -	$ -	$ -
Information Technology (ERP, Equipment, etc.)	$ 1,873,722	$ 83,086	$ 1,956,808
Small Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	$ 18,758,860	$ 22,254	$ 18,781,114
Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	$ 20,152,144	$ 1,228,362	$ 21,380,506
Other UBOT Approved Operating Requirements			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	$ 27,219,563	$ 856,311	$ 28,075,874
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)	$ 49,883,285	$ 1,155,347	$ 51,038,632
FCO Commitments : (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)	$ 38,911,004	$ 1,250,616	$ 40,161,620
Grand Total Commitments :	**$ 88,794,289**	**$ 2,405,963**	**$ 91,200,252**
K. Available E&G Carryforward Balance as of July 1, 2026:	**$ -**	**$ -**	**$ -**

* 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.

FLORIDA INTERNATIONAL UNIVERSITY

2026-2027 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)

Pursuant to 1011.45, Florida Statutes

July 1, 2026

			Budget				Project Timeline			
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, 2026	**COMMITTED** Committed Balance as of July 1, 2026	**E&G Carryforward Amount Budgeted for Expenditure During FY27**	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	**Comments/Explanations**
1	Restricted by Appropriations	Nursing (LINE)	$ 1,765,294	$ 1,765,294	$ -	$ 1,324,038	6	5	2028	LINE appropriations for partnerships with Memorial Healthcare System, HCA Healthcare, Baptist Health South Florida, Nicklaus Children's Hospital, Riviera Health, and ALC Home Health. Balances will be spent on scholarships and faculty support. The HCA Healthcare contribution to FIU of $1.5M was 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.
2	Restricted by Appropriations	Nursing (PIPELINE)	$ 66,566	$ 66,566	$ -	$ 66,566	1	1	2027	Funds will be used for adjunct faculty
3	Restricted by Appropriations	Faculty Recruitment and Retention	$ 6,033,887	$ 6,033,887	$ -	$ 4,833,887	5	4	2028	Balance remaining on FY 2023-24 and FY 2024-25 allocations will be used for new faculty hires; faculty start-up and research support; and instructional and research infrastructure
	Restricted by Appropriations Total		**$ 7,865,747**	**$ 7,865,747**	**$ -**	**$ 6,224,491**				
4	Campus Security and Safety Enhancements	University Police: Law Enforcement Officer awards and overtime, vehicles, and safety	$ 340,000	$ -	$ 340,000	$ 340,000	1	1	2027	Additional overtime costs; replacing four (4) patrol vehicles that have exceeded their service life
	Campus Security and Safety Enhancements Total		**$ 340,000**	**$ -**	**$ 340,000**	**$ 340,000**				
5	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	2027	
6	Student Financial Aid	Scholarships for Intercollegiate Student Athletes	$ 4,138,000	$ 4,138,000	$ -	$ 4,138,000	1	1	2027	
	Student Financial Aid Total		**$ 7,525,808**	**$ 7,525,808**	**$ -**	**$ 7,525,808**				
7	Faculty Research and Public Service Support and Start-Up Funding	Start-up funding for researchers	$ 11,413,713	$ 463,713	$ 10,950,000	$ 8,913,713	2	1	2028	Start-up funding for cluster hires
8	Faculty Research and Public Service Support and Start-Up Funding	IonQ Quantum Computing System	$ 7,000,000	$ -	$ 7,000,000	$ 7,000,000	5	1	2031	Purchase of quantum computer to expand computing capacity to support strategic plans for research and development. This technology supports research areas such as renewable energy forecasting, smart grid edge devices, crypto-agile zero trust architecture, aerospace engineering, resiliency and environment, medical sciences, cybersecurity, and business and logistics. The quantum computer costs $25 million which will be paid over five years, with the first payment of $7 million in FY 2026-27. FIU Board of Trustees approved the terms and authorized the university to negotiate and execute a purchase agreement, and any related agreements on July 30, 2026.

			Budget				Project Timeline			
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, 2026	COMMITTED Committed Balance as of July 1, 2026	E&G Carryforward Amount Budgeted for Expenditure During FY27	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	Comments/Explanations
9	Faculty Research and Public Service Support and Start-Up Funding	Post-doctorate faculty and graduate assistants	$ 1,500,000	$ -	$ 1,500,000	$ 1,500,000	1	1	2027	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.
	Faculty Research and Public Service Support and Start-Up Funding Total		**$ 19,913,713**	**$ 463,713**	**$ 19,450,000**	**$ 17,413,713**				
10	Information Technology (ERP, Equipment, etc.)	Data Center Infrastructure Upgrade	$ 1,345,450	$ -	$ 1,345,450	$ 1,345,450	1	1	2027	Upgrade and replace FIU's data center infrastructure that is approaching end of its useful life, includes data center ACs, UPS, security network appliances (Firewall & IPS), and storage systems. The data center supports research and instructional computing, and core IT services such as the campus network, VOIP, alerts, DNS, VPN, IT monitoring, research science DMZ network and other services.
11	Information Technology (ERP, Equipment, etc.)	Capital refresh for IT Network Infrastructure	$ 528,272	$ -	$ 528,272	$ 528,272	1	1	2027	Replace CISCO switches
	Information Technology (ERP, Equipment, etc.) Total		**$ 1,873,722**	**$ -**	**$ 1,873,722**	**$ 1,873,722**				
12	Trustees-Approved That Support the University Mission)	University-wide one-time bonus for out-of-unit employees	$ 15,753,343	$ -	$ 15,753,343	$ 15,753,343	1	1	2027	
13	Trustees-Approved That Support the University Mission)	University-wide one-time bonus for collective bargaining employees	$ 8,221,834	$ -	$ 8,221,834	$ 8,221,834	1	1	2027	
14	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	University-wide Strategic Communications	$ 1,745,000	$ -	$ 1,745,000	$ 1,745,000	1	1	2027	Communications infrastructure to support the university brand locally and nationally via paid marketing and media campaigns
15	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Outside Legal Counsel	$ 619,284	$ 619,284	$ -	$ 619,284	1	1	2027	Outside legal counsel services retained on a case by case basis
16	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Implementation of Salesforce software	$ 550,800	$ -	$ 550,800	$ 550,800	1	1	2027	
17	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	$ 457,544	$ -	$ 457,544	$ 426,033	1	1	2027	Includes Blackbaud software, replacing computers in the Emergency Operations Center, and replacing furniture fixtures and equipment
18	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Professional services	$ 247,000	$ -	$ 247,000	$ 247,000	1	1	2027	Consulting services and cost of employee background checks
19	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Events	$ 170,000	$ -	$ 170,000	$ 170,000	1	1	2027	Costs associated with hosting Board of Trustees meetings such as room rental and media, lighting, and IT services; President's Lecture Series
20	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Building Space Rental	$ 59,042	$ -	$ 59,042	$ 59,042	1	1	2027	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.
21	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Subscriptions and Memberships	$ 15,000	$ -	$ 15,000	$ 15,000	1	1	2027	
	Other Operating Requirements (University Board of Trustees-Approved That Support the Unive		**$ 27,838,847**	**$ 619,284**	**$ 27,219,563**	**$ 27,807,336**				

			Budget				Project Timeline			
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, 2026	**COMMITTED** Committed Balance as of July 1, 2026	**E&G Carryforward Amount Budgeted for Expenditure During FY27**	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	**Comments/Explanations**
22	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	2027	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, 2026: *	***$ 66,357,837***	***$ 16,474,552***	***$ 49,883,285***	***$ 62,185,070***				

***Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.**

FLORIDA INTERNATIONAL UNIVERSITY

2026-2027 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2026

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	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	$ 781,713	$ -	$ 781,713	1	1	2027	
2	Small, < $2M: Renovation, Repair or Maintenance	Elevators, Unniversity Wide Code Compliar	Install door lock monitoring equipment on elevators at all Campuses	$ 328,780	$ 259,672	$ 69,108	3	3	2027	
3	Small, < $2M: Renovation, Repair or Maintenance	Aquarius Research Station (Key Largo), Sla	Repair concrete slab due to erosion	$ 17,678	$ -	$ 17,678	2	2	2027	
4	Small, < $2M: Renovation, Repair or Maintenance	Academic One, Structural Repairs	Repair exterior spalling concrete & provide waterproofing	$ 16,806	$ -	$ 16,806	2	2	2027	
5	Small, < $2M: Renovation, Repair or Maintenance	Academic One, Room Renovation	Refresh of Room 369	$ 501	$ -	$ 501	2	2	2027	
6	Small, < $2M: Renovation, Repair or Maintenance	Academic Two, Room Renovation	Renovate Rooms 110 & 115 to meet ADA Compliance	$ 83,330	$ -	$ 83,330	2	2	2027	
7	Small, < $2M: Renovation, Repair or Maintenance	Academic Two, Room Renovation	Renovate to combine classrooms 210 and 212	$ 14,208	$ -	$ 14,208	3	3	2027	
8	Small, < $2M: Renovation, Repair or Maintenance	Academic Two, Classroom Renovation	Data ports installation in Room 255	$ 237	$ -	$ 237	2	2	2027	
9	Small, < $2M: Renovation, Repair or Maintenance	Academic Two, Room Renovation	Metal lockers installation & refresh in Room 255A	$ 4,357	$ -	$ 4,357	4	4	2027	
10	Small, < $2M: Renovation, Repair or Maintenance	Academic Two, Classroom/Lab Renovation	Renovate deteriorating conditions at Classroom/Lab 305	$ 6,172	$ -	$ 6,172	3	3	2027	
11	Small, < $2M: Renovation, Repair or Maintenance	Academic Two, Lab Renovation	Renovate deteriorating conditions at Classroom/Labs 340, 340A, 341 & 351	$ 24,661	$ -	$ 24,661	2	2	2027	
12	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay Emergency Phones/Blue Pole	Install emergency blue pole stations at bike trails	$ 981	$ -	$ 981	1	1	2027	
13	Small, < $2M: Completion of Remodeling or Infrastructure	Biscayne Bay Central Utilities, Infrastructure	Replace deteriorating fan coil units	$ 1,438	$ -	$ 1,438	1	1	2027	
14	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay Central Utilities, Remediation	Perform mold remediation & asbestos abatement at the BBC CU Plant	$ 876	$ -	$ 876	1	1	2027	
15	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay Central Utilities, Roof	Roof replacement supplement to Deferred Building Maintenance	$ 13,308	$ 12,675	$ 634	2	2	2027	
16	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay Central Utilities Cooling Towe	Replacement of aging & deteriorating cooling tower fill reducing cooling capacity, increasing operational cost and jeopardizing campus operation	$ 350,000	$ -	$ 350,000	1	1	2027	
17	Small, < $2M: Completion of Remodeling or Infrastructure	Biscayne Bay Ecolab, Infrastructure	Upgrade lift station	$ 1,987	$ -	$ 1,987	1	1	2027	
18	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay Hubert Library, Repairs	Repair exterior windows due to water intrusion	$ 1,076	$ -	$ 1,076	1	1	2027	
19	Small, < $2M: Completion of Remodeling or Infrastructure	Biscayne Bay, Infrastructure	Replacement of main lift station	$ 134,390	$ 124,247	$ 10,144	7	7	2027	
20	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay, Marine Sciences, Repairs	Repair exterior spalling concrete & provide waterproofing	$ 53,025	$ -	$ 53,025	2	2	2027	
21	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay, Marine Sciences, Renovatior	Replacement of a Reverse Osmosis Water Treatment System in 125	$ 230,433	$ 189,985	$ 40,448	3	3	2027	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
22	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay, S01 (Central Receiving) Buil	Repair exterior spalling concrete & provide waterproofing	$ 1,267	$ -	$ 1,267	1	1	2027	
23	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay, S02 (Public Safety) Building,	Repair exterior spalling concrete & provide waterproofing	$ 941	$ -	$ 941	1	1	2027	
24	Small, < $2M: Completion of Remodeling or Infrastructure	Biscayne Bay Sewer System, Infrastructure	Remediate sanitary sewer system to meet DERM requirements & regulations	$ 249,827	$ -	$ 249,827	1	1	2027	
25	Small, < $2M: Renovation, Repair or Maintenance	Biscayne Bay, Gregory B. Wolfe University	Provide infrastructure for TV screen installation in Room 129	$ 680	$ -	$ 680	5	5	2027	
26	Small, < $2M: Completion of Remodeling or Infrastructure	Biscayne Bay Coastal Conservation & Rest	Rehabilitive Action Plan (RAP) initiated by Metric Engineering to avoid DERM enforcement and to also provide future correction plan to solve the issue	$ 450,000	$ -	$ 450,000	1	1	2027	
27	Small, < $2M: Renovation, Repair or Maintenance	Academic Health Center 1, Renovation	Renovate to develop a Sleep Study & EEG Room in 130	$ 396,675	$ 287,594	$ 109,081	3	3	2027	
28	Small, < $2M: Completion of Remodeling or Infrastructure	Academic Health Centers 3 & 4, Infrastructi	Replace Phoenix Control Valves	$ 22,758	$ 22,375	$ 383	1	1	2027	
29	Small, < $2M: Renovation, Repair or Maintenance	FIU Bird Basin Land Management Plan, Ma	Property/land required maintenance & repairs	$ 733	$ -	$ 733	7	7	2027	
30	Small, < $2M: Renovation, Repair or Maintenance	Campus Master Plan	Professional fees for the 2015-2030 Campus Master Plan	$ 21,603	$ -	$ 21,603	7	7	2027	
31	Small, < $2M: Renovation, Repair or Maintenance	College of Business Complex, Renovation &	Fountain pump and crawl space renovation & repair due to leaks causing mold issues	$ 124,941	$ -	$ 124,941	1	1	2027	
32	Small, < $2M: Renovation, Repair or Maintenance	College of Business Complex, Remediation	Perform mold remediation & drywall replacement in Room 134	$ 2,451	$ -	$ 2,451	1	1	2027	
33	Small, < $2M: Renovation, Repair or Maintenance	Chemistry & Physics, Renovation/Repair	Correct balcony slopes in Rooms 312 & 328 causing water intrusion	$ 228,542	$ 210,898	$ 17,644	2	2	2027	
34	Small, < $2M: Renovation, Repair or Maintenance	Campus Support Complex Buildings 22 & 2	Exterior building envelope repairs/waterproofing	$ 1,288,547	$ 17,500	$ 1,271,047	2	2	2027	
35	Small, < $2M: Renovation, Repair or Maintenance	Campus Support Complex, Renovation	Revamp breakroom in Controllers Office Room 433	$ 1,499	$ -	$ 1,499	3	3	2027	
36	Small, < $2M: Renovation, Repair or Maintenance	Campus Support Grounds Sand/Clay Bays	Renovate holding bays of sand/clay/materials utilzed by campus grounds keeping personnel	$ 230,000	$ -	$ 230,000	1	1	2027	
37	Small, < $2M: Completion of Remodeling or Infrastructure	Center for Translational Science, Infrastructi	Replace boiler	$ 25,855	$ -	$ 25,855	2	2	2027	
38	Small, < $2M: Completion of Remodeling or Infrastructure	Central Utilities, Infrastructure, Repairs	Replace cooling towers 1 through 12 fill	$ 167,133	$ 159,175	$ 7,959	2	2	2027	
39	Small, < $2M: Renovation, Repair or Maintenance	Central Utilities Building, Repair	Repair exterior spalling concrete & provide waterproofing	$ 6,776	$ -	$ 6,776	1	1	2027	
40	Small, < $2M: Completion of Remodeling or Infrastructure	Central Utilities, Infrastructure, Repairs	Replace deteriorating Substation condenser water piping	$ 418,900	$ 398,789	$ 20,112	2	2	2027	
41	Small, < $2M: Renovation, Repair or Maintenance	Deuxieme Maison, Remediation	Perform mold remediation in Rooms 224, 226 & 228	$ 58	$ -	$ 58	1	1	2027	
42	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center Building, Repair	Repair exterior spalling concrete & provide waterproofing	$ 1,076,106	$ 858,028	$ 218,078	2	2	2027	
43	Small, < $2M: Completion of Remodeling or Infrastructure	Engineering Center, CU Plant, Condenser V	Replacement of corroded steel piping.	$ 50,000	$ -	$ 50,000	1	1	2027	
44	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Renovations & Repair	Signage upgrades at East & West lobbies and stairs	$ 18,203	$ -	$ 18,203	1	1	2027	
45	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Pit, Renovation	Repairs/renovation at the Panther Pit 2851	$ 1,089	$ -	$ 1,089	1	1	2027	
46	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Restroom, Renovation	Renovate aging restrooms Phases 1 - 3	$ 212,252	$ 139,291	$ 72,961	6	6	2027	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
47	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Roof Repair	Apply roof coating to extend life expectancy	$ 980,000	$ 401,070	$ 578,930	2	2	2027	
48	Small, < $2M: Completion of Remodeling or Infrastructure	Engineering Center, Infrastructure	Annual compliance testing of the sanitary sewer system DERM	$ 234,726	$ -	$ 234,726	2	2	2027	
49	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Stairwells, Repair	Exterior East & West stairwells repairs & waterproofing	$ 75,979	$ -	$ 75,979	2	2	2027	
50	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Stairs, Repair	Replace nose tread causing life safety issue	$ 3,436	$ -	$ 3,436	2	2	2027	
51	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Upgrades	Install UPS system in Pandora Lab 1252	$ 5,496	$ -	$ 5,496	4	4	2027	
52	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center Classroom Renovations	Renovate Classrooms 1461, 1462 & 1463	$ 81,857	$ -	$ 81,857	4	4	2027	
53	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center Cooling Towers Structu	Remediation & repairs to cooling towers supports.	$ 100,000		$ 100,000	1	1	2027	
54	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Renovation/Repair	Renovation for a Environmental Health & Safety Waste Room 1690	$ 71,970	$ 18,951	$ 53,019	4	4	2027	
55	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center Labs, Renovations	Renovate Labs 2110A, 2825, 3435 & 3840	$ 27,602	$ -	$ 27,602	7	7	2027	
56	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Remediation	Perform mold remediation at Hallways 3200W1 & 3300W1	$ 1,063	$ -	$ 1,063	1	1	2027	
57	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center Lab, Renovation	Install new entry door	$ 2,628	$ -	$ 2,628	1	1	2027	
58	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Labs, Renovations	Flume Feasibility Study in Labs 3625 & 3630	$ 101,685	$ -	$ 101,685	3	3	2027	
59	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Renovation	Install new cubicles in Rooms 3720 & 3861	$ 8,942	$ -	$ 8,942	1	1	2027	
60	Small, < $2M: Renovation, Repair or Maintenance	Engineering Center, Lab, Renovation	Construct new AI-Quantum Lab in Room 3840	$ 1,555,910	$ -	$ 1,555,910	1	1	2027	
61	Small, < $2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Electr	Install dimmers in Room 211	$ 151	$ -	$ 151	1	1	2027	
62	Small, < $2M: Renovation, Repair or Maintenance	Ernest R. Graham University Center, Class	Refresh Classroom & Restrooms 262 & 264	$ 34,532	$ -	$ 34,532	5	5	2027	
63	Small, < $2M: Renovation, Repair or Maintenance	HEERF Grant Projects Supplemental Fundi	Funding represents code compliance corrections needed to close project permits	$ 103,000	$ -	$ 103,000	1	1	2027	
64	Small, < $2M: Renovation, Repair or Maintenance	Innovation 1, Room 117 Renovation and Cc	Convert/renovate custodial room for Hazardous Material Storage	$ 160,000	$ -	$ 160,000	1	1	2027	
65	Small, < $2M: Renovation, Repair or Maintenance	University Owned (Greek) House 2, Renova	Renovate Floors 1 & 2 for the future home of Sigma Phi Epsilon Educational Classrooms	$ 35,388	$ -	$ 35,388	2	2	2027	
66	Small, < $2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Renovati	Renovations & Audio/Visual upgrades to the Breezeway	$ 2,895	$ -	$ 2,895	3	3	2027	
67	Small, < $2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Repair	Replace common areas ceiling grids and tiles	$ 461,154	$ 371,492	$ 89,662	2	2	2027	
68	Small, < $2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Elevators	Upgrade of elevators 2, 3, & 4	$ 1,462,640	$ 1,419,340	$ 43,301	4	3	2027	
69	Small, < $2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Repair	Replace common areas flooring	$ 1,500,000	$ 1,294,887	$ 205,113	2	2	2027	
70	Small, < $2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Renovati	Renovate 154 & 180 for Standalone Dual Enrollment areas	$ 14,675	$ -	$ 14,675	3	3	2027	
71	Small, < $2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Room R	Renovations to Rooms 195A, 520A & 835	$ 25,091	$ -	$ 25,091	3	3	2027	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
72	Small, < $2M: Completion of Remodeling or Infrastructure	Green Library Fire Alarm Control Panel Syn	Upgrade the Fire Alarm Control Panel, replace obsolete initiating devices, and synchronize the building fire alarm system	$ 200,000	$ -	$ 200,000	1	1	2027	
73	Small, < $2M: Renovation, Repair or Maintenance	Steven & Dorothea Green Library, Room R	Electrical for video conferencing in Room 239	$ 1,181	$ -	$ 1,181	1	1	2027	
74	Small, < $2M: Renovation, Repair or Maintenance	Innovation I, Electrical	Install floor box data drops in Room 201	$ 8,563	$ -	$ 8,563	1	1	2027	
75	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Central Utili	Replace critical motor due to corrosion and near operational failure	$ 22,000		$ 22,000	1	1	2027	
76	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Central Utili	Replace corroded motors & guards to correct safety issue.	$ 60,000		$ 60,000	1	1	2027	
77	Small, < $2M: Renovation, Repair or Maintenance	Modesto M. Maidique Campus, Initiative	Develop facilities improvement measures	$ 148,305	$ 148,305	$ -	1	1	2027	
78	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, EOC Chiller	Replace rusted condenser coils and expansion valves that service the Emergency Operations Center and Public Safety	$ 120,000	$ -	$ 120,000	1	1	2027	
79	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Road Pavin	Extend permeable paver road for Grounds staff vehicle accessibility.	$ 110,000	$ -	$ 110,000	1	1	2027	
80	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Sewer Syst	Remediate sanitary sewer system to meet DERM requirements & regulations	$ 201,565	$ -	$ 201,565	2	2	2027	
81	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Satellite Ch	Performance remediation & upgrades to Satellite Chiller Plant Chiller 3.	$ 90,000	$ -	$ 90,000	1	1	2027	
82	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, Central Utili	Replace 8 condenser water 100 hp pumps with soft start VFDs.	$ 700,000	$ -	$ 700,000	1	1	2027	
83	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, MMC Centr	Refurbish electrical switchgear to extend the main electrical systems life expectancy.	$ 300,000	$ -	$ 300,000	1	1	2027	
84	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus,Satellite CU	Seal/coat rusted exterior condenser piping to prevent failure which would cause a shutdown of the Plant.	$ 350,000	$ -	$ 350,000	1	1	2027	
85	Small, < $2M: Completion of Remodeling or Infrastructure	Modesto M. Maidique Campus, SW 17th St	Replacement of existing sanitary lines and manholes demonstrating groundwater intrusion and settling slope change - DERM CODE COMPLIANCE	$ 300,000	$ -	$ 300,000	1	1	2027	
86	Small, < $2M: Renovation, Repair or Maintenance	Management & New Growth Opportunities (	Install nursing station/lactation pod at 100W1	$ 490	$ -	$ 490	1	1	2027	
87	Small, < $2M: Renovation, Repair or Maintenance	Management & Advanced Research Center	Expansion of Room 270 for the Adam Smith Center	$ 799,132	$ -	$ 799,132	3	3	2027	
88	Small, < $2M: Completion of Remodeling or Infrastructure	Ocean Bank Convocation Center, Infrastruc	Replace variable frequency drives on A/C roof units	$ 13,720	$ -	$ 13,720	2	2	2027	
89	Small, < $2M: Renovation, Repair or Maintenance	Ocean Bank Convocation Center, Roof	Replace Section H of lower West roof	$ 594,271	$ -	$ 594,271	2	2	2027	
90	Small, < $2M: Completion of Remodeling or Infrastructure	Ocean Bank Convocation Center AHU's 8,	Critical replacement of 3 AHUs running at less than 50% and near operational failure.	$ 80,000	$ -	$ 80,000	2	2	2027	
91	Small, < $2M: Renovation, Repair or Maintenance	Ocean Bank Convocation Center, Renovati	Replace Telecom Room 249A door	$ 1,859	$ -	$ 1,859	3	3	2027	
92	Small, < $2M: Renovation, Repair or Maintenance	Owa Ehan Building, Labs, Renovations	Renovations/upgrades to Rooms 169, 270, 297, 316 & 321B	$ 72,111	$ -	$ 72,111	2	2	2027	
93	Small, < $2M: Renovation, Repair or Maintenance	Operations/Utility, Lab, Renovations	Repair exterior spalling concrete & provide waterproofing	$ 1,331,534	$ 524,865	$ 806,669	1	1	2027	
94	Small, < $2M: Renovation, Repair or Maintenance	Operations/Utility, Labs, Improvements	Install concrete testing slabs	$ 22,408	$ -	$ 22,408	2	2	2027	
95	Small, < $2M: Renovation, Repair or Maintenance	Operations/Utility, Labs, Improvements	Install freezer thaw cabinet & install outside storage	$ 30,035	$ -	$ 30,035	5	5	2027	
96	Small, < $2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Infrastructu	Main electrical busducts replacement	$ 977	$ -	$ 977	1	1	2027	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
97	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa Building, Du	Assessment of ductwork Floors 2 through 5	$ 405	$ -	$ 405	1	1	2027	
98	Small, < $2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Infrastructu	Supplement to Deferred Building Maintenance for electrical main & distribution service	$ 11,994	$ -	$ 11,994	2	2	2027	
99	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Repairs	Repair to exterior concrete areas	$ 819	$ -	$ 819	1	1	2027	
100	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Rooms, Re	Renovation at the 1st Floor for the relocation of Career Services from the SASC	$ 23,231	$ -	$ 23,231	3	3	2027	
101	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Ren	Renovate Room 112	$ 23,453	$ -	$ 23,453	1	1	2027	
102	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Remediatic	Perform mold remediation in Suite 135	$ 53	$ -	$ 53	1	1	2027	
103	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Room Ren	Upgrade lighting in Room 140	$ 453	$ -	$ 453	1	1	2027	
104	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Ren	Renovate Room 244	$ 251,479	$ -	$ 251,479	1	1	2027	
105	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Renovation	Replace CRAH units in Room 504	$ 443,137	$ -	$ 443,137	1	1	2027	
106	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Ren	Renovate Room 520 A&B	$ 17,241	$ -	$ 17,241	1	1	2027	
107	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Ren	Renovate Rooms 522 & 545	$ 160,647	$ -	$ 160,647	1	1	2027	
108	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Office Ren	Door removal at Room 529A	$ 200,534	$ -	$ 200,534	3	3	2027	
109	Small, < $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Ductwork C	Ductwork cleaning all floors 1-5	$ 800,000	$ -	$ 800,000	1	1	2027	
110	Small, < $2M: Renovation, Repair or Maintenance	Parking Garage 6, Room Repairs/Upgrades	HVAC upgrades at Room 150G	$ 132	$ -	$ 132	1	1	2027	
111	Small, < $2M: Renovation, Repair or Maintenance	Parking Garage 6, Room Renovations	Renovation of Room 175 for the CARTA Robotic and Digital Fabrication Lab	$ 200,688	$ 190,480	$ 10,208	2	2	2027	
112	Small, < $2M: Renovation, Repair or Maintenance	Paul Cejas Architecture Auditorium Classro	Replace aging auditorium seating, boards, and stairway lighting.	$ 350,000	$ -	$ 350,000	1	1	2027	
113	Small, < $2M: Renovation, Repair or Maintenance	Modesto M. Maidique, Nature Preserve, Re	Fence installation & improvements to Campus Jogging Trail	$ 29,760	$ -	$ 29,760	1	1	2027	
114	Small, < $2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, interior building ren	Renlovate interior offices and classrooms	$ 750,000	$ -	$ 750,000	1	1	2027	
115	Small, < $2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Roof Coating	Provide coating to extend life expectancy of roof	$ 433,000	$ -	$ 433,000	1	1	2027	
116	Small, < $2M: Completion of Remodeling or Infrastructure	Rafael Diaz-Balart Hall, Fire Alarm Control I	Existing fire alarm system is proprietary and experiencing continuous failures.	$ 60,000	$ -	$ 60,000	1	1	2027	
117	Small, < $2M: Renovation, Repair or Maintenance	Rafael Diaz-Balart Hall, Common Areas Re	Renovate lounge, kitchen & courtyards including Rooms 1031, 1050 & 1063	$ 7,748	$ -	$ 7,748	1	1	2027	
118	Small, < $2M: Completion of Remodeling or Infrastructure	Rafael Diaz-Balart Hall, Main Fire Panel	Relocate main fire panel in Room 1055	$ 50	$ -	$ 50	1	1	2027	
119	Small, < $2M: Completion of Remodeling or Infrastructure	Reagan House, Generator	Replace generator	$ 666,449	$ -	$ 666,449	1	1	2027	
120	Small, < $2M: Renovation, Repair or Maintenance	Reserve Officer Training Corps (W10A), Re	Install ADA ramp at entrance	$ 1,768	$ -	$ 1,768	1	1	2027	
121	Small, < $2M: Renovation, Repair or Maintenance	Ryder Business Building, Repair	Restoration/corrections to South side elevation	$ 538,120	$ -	$ 538,120	1	1	2027	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
122	Small, < $2M: Renovation, Repair or Maintenance	Student Athlete Academic Center, Renovati	Replace exterior golf cart canopy, renovate reception area & electrical work in 135B & 151	$ 42,746	$ -	$ 42,746	4	4	2027	
123	Small, < $2M: Renovation, Repair or Maintenance	Viertes Haus, Lab, Improvements	Install gas monitoring system in Room 151	$ 44,598	$ -	$ 44,598	1	1	2027	
124	Small, < $2M: Completion of Remodeling or Infrastructure	Wolfsonian Museum Fire Sprinkler System	Existing fire sprinkler piping deteriorating.	$ 226,400	$ -	$ 226,400	1	1	2027	
125	Small, < $2M: Completion of Remodeling or Infrastructure	Wolfsonian Museum, Infrastructure	Replace fire protection system to meet code compliance	$ 836	$ -	$ 836	1	1	2027	
126	Small, < $2M: Renovation, Repair or Maintenance	Herbert & Nicole Wertheim Performing Arts	Refresh aging Concert Hall including new seating, carpet, chandeliers, flooring, paint, electrical, etc.	$ 109,861	$ -	$ 109,861	2	2	2027	
127	Small, < $2M: Renovation, Repair or Maintenance	Herbert & Nicole Wertheim Performing Arts	Replace deteriorating hallway flooring on the Theatre side	$ 369,519	$ -	$ 369,519	2	2	2027	
128	Small, < $2M: Renovation, Repair or Maintenance	Wertheim Conservatory, Repair	Repair/remediation of wet wall	$ 984	$ -	$ 984	1	1	2027	
129	Small, < $2M: Renovation, Repair or Maintenance	World for Tropical Botany, Emergency Phor	Install emergency telephones in classrooms	$ 610	$ -	$ 610	1	1	2027	
130	Small, < $2M: Renovation, Repair or Maintenance	W01, (Ceramics) Roof Coating	Apply roof coating to extend the life expectancy of the existing roof and correct current conditions	$ 70,000	$ -	$ 70,000	1	1	2027	
131	Small, < $2M: Renovation, Repair or Maintenance	W03 Grounds Chemical Station for Mixing,	Provide a mixing, loading & storage station for fertilizers to prevent ground contamination	$ 300,000	$ -	$ 300,000	1	1	2027	
				$ -	$ -	$ -				
			**** Total Minor Carryforward As July 1, 2026 :***	**$ 25,808,479**	**$ 7,049,619**	**$ 18,758,860**				
Large Carryforward Projects[1]										
132	Large, > $2M: Renovation, Repair or Maintenance	Chemistry & Physics, Upgrades	HVAC controls upgrade	$ 110,041	$ -	$ 110,041	1	1	2027	
133	Large, > $2M: Renovation, Repair or Maintenance	College of Arts, Sciences & Education Build	Replacement of building enclosure components, doors windows, louvers and central air conditioning system	$ 985,452	$ 637,051	$ 348,402	6	6	2027	
134	Large, Completion of a PECO project	Innovation I, Phase 1	Supplemental funding of capital project to complete construction	$ 741,257	$ 608,893	$ 132,364	2	2	2027	
135	Large, > $2M: Renovation, Repair or Maintenance	Innovation I, Renovation	4th and 6th Floor Build-Outs	$ 2,308,184	$ 134,904	$ 2,173,280	1	1	2027	
136	Large, Completion of a PECO project	Innovation II, Phase 2	Supplemental funding of capital project to complete construction	$ 6,911,321	$ -	$ 6,911,321	2	2	2027	
137	Large, > $2M: Renovation, Repair or Maintenance	Ocean Bank Convocation Center, Renovation	Replace deteriorating exterior metal wall panels	$ 2,583,207	$ -	$ 2,583,207	3	2	2027	
138	Large, > $2M: Renovation, Repair or Maintenance	Engineering Center Operations/Utility, Labs, Expansion	Speed 3D Cold Spray Lab expansion	$ 2,424,760	$ 1,942,937	$ 481,823	2	2	2027	
139	Large, > $2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Infrastructure	Replace busduct riser	$ 2,928,225	$ 2,723,411	$ 204,813	3	2	2027	
140	Large, > $2M: Completion of Remodeling or Infrastructure	Charles E. Perry Primera Casa, Infrastructure	Correct code compliance issues in Electrical Rooms	$ 3,164,142	$ 109,756	$ 3,054,386	3	2	2027	
141	Large, > $2M: Renovation, Repair or Maintenance	Charles E. Perry Primera Casa, Retrofit	Professional fees to retrofit exterior windows for hurricane protection	$ 173,493	$ 71,950	$ 101,543	6	6	2027	

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
142	Large, > $2M: Renovation, Repair or Maintenance	Modesto M. Maidique Campus, Initiative	University Lockdown Project	$ 4,039,245	$ -	$ 4,039,245	1	1	2027	
143	Large, > $2M: Completion of Remodeling or Infrastructure	School of International & Public Affairs II, Rooms, Infrastructure	AV equipment from FIU Media Technology & PantherTech	$ 11,720	$ -	$ 11,720	6	6	2027	
			**** Total Major Carryforward As July 1, 2026 :***	**$ 26,381,047**	**$ 6,228,902**	**$ 20,152,144**				
			Fixed Capital Outlay Totals :	**$ 52,189,525**	**$ 13,278,521**	**$ 38,911,004**				

*** 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, 2026, 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).

FLORIDA INTERNATIONAL UNIVERSITY

University Facilities Reserves

Additional Amounts Contributed From July 1, 2026 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 FY26 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	$ 205,000.00
2.			$ -
3.			$ -
4.			$ -
5.			$ -
6.			$ -
7.			$ -
8.			$ -
9.			$ -
10.			$ -
		Total Capital Facilities Reserves as of July 1, 2026 : *	**$ 205,000.00**

***Note: Should agree with line F on the "Summary" tab.**

FLORIDA INTERNATIONAL UNIVERSITY

12% Commitment to PECO Projects or Deferred Maintenance
Amounts Contributed From July 1, 2026 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 FY26 Beginning E&G Carryforward Balance
1.	MMC Innovation 2 Building Phase 2, PECO Supplement	PECO supplement funding for the construction of a new 89,538gsf Innovation 2 building (a/k/a Engineering 2)	$ 20,470,138.00
2.			$ -
3.			$ -
4.			$ -
5.			$ -
6.			$ -
7.			$ -
8.			$ -
9.			$ -
10.			$ -
		Total Amount Committed to PECO Projects or Deferred Maintenance of July 1, 2026 : *	**$ 20,470,138.00**

***Note: Should agree with line H on the "Summary" tab.**

FLORIDA INTERNATIONAL UNIVERSITY MEDICAL SCHOOL

2026-2027 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)

Pursuant to 1011.45, Florida Statutes

July 1, 2026

			Budget				Project Timeline			
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, 2026	**COMMITTED** Committed Balance as of July 1, 2026	**E&G Carryforward Amount Budgeted for Expenditure During FY27**	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	**Comments/Explanations**
1	Restricted by Appropriations	Primary Care Residency Program	$ 654,634	$ 654,634	$ -	$ 654,634	10	6	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	$ 2,255,570	$ 2,255,570	$ -	$ 2,255,570	1	1	2027	
3	Student Financial Aid	PhD Stipend/Tuition Support	$ 404,802	$ 404,802	$ -	$ 404,802	1	1	2027	
4	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Personnel expenses for staff supporting Strategic Initiatives	$ 912,810	$ 912,810	$ -	$ 912,810	1	1	2027	Project management and clinical operations support services, including staff responsible for coordinating projects, managing timelines and deliverables, supporting operational activities, facilitating communication among stakeholders, and ensuring the effective administration and delivery of clinical programs and services
5	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Professional Development and workforce management initiatives	$ 215,950	$ -	$ 215,950	$ 215,950	1	1	2027	Non-recurring faculty travel and staff professional development $187K; RISE awards $28K;
6	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research - J. Chipuk	$ 500,000	$ 500,000	$ -	$ 500,000	6	1	2032	$3M start-up package
7	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - S. Aggarwal	$ 209,440	$ 209,440	$ -	$ 209,440		3		$880k remaining commitment for period of employment
8	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - H.Chand	$ 183,683	$ 183,683	$ -	$ 183,683	3	2	2028	$1M start-up package
9	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - S.Chinnapiayan	$ 116,667	$ 116,667	$ -	$ 116,667	3	1	2029	$350k start-up package
10	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - M.Rodriguez	$ 116,667	$ 116,667	$ -	$ 116,667	3	1	2029	$350k start-up package
11	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - K. Chandler	$ 67,406	$ 67,406	$ -	$ 67,406	3	3	2027	$300k start-up package
12	Faculty Research and Public Service Support and Start-Up Funding	Start-Up funding for research faculty - A.Vashist	$ 546	$ 546	$ -	$ 546	2	2	2027	$10k start-up package
13	Faculty Research and Public Service Support and Start-Up Funding	Research Faculty - R. Sackstein	$ 139,929	$ 139,929	$ -	$ 139,929	1	1	2027	
14	Faculty Research and Public Service Support and Start-Up Funding	Research Faculty Recruitment	$ 600,000	$ 600,000		$ 600,000	2	2	2027	The recruitment of highly accomplished research faculty is a critical component of HWCOM's strategy to expand its research enterprise and support the continued growth of its academic and research mission
15	Information Technology (ERP, Equipment, etc.)	Technology equipment purchases, repairs and new software	$ 83,086	$ -	$ 83,086	$ 83,086	1	1	2027	
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	2027	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)	Professional Services	$ 356,311	$ -	$ 356,311	$ 356,311	1	1	2027	Services related to ongoing development of Clinical Affiliation/Partnership and medical center
18	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	$ 250,000	$ -	$ 250,000	$ 250,000	1	1	2027	
		Total as of July 1, 2026: *	***$ 7,317,501***	***$ 6,162,154***	***$ 1,155,347***	***$ 7,317,501***				

***Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.**

FLORIDA INTERNATIONAL UNIVERSITY MEDICAL SCHOOL

2026-2027 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)

Pursuant to Section 1011.45, Florida Statutes

July 1, 2026

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2026, 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, 2026	To Committed Balance on July 1, 2026	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 2, Renovation	Remodel/Convert Lab 260 into an Active Learning Classroom	$5,667	$4,756	$911	4	4	2027	
2	Small, < $2M: Renovation, Repair or Maintenance	Academic Health Center 2, Upgrades	Lighting repairs/replacement in Room 455A	$1,202	$ -	$1,202	1	1	2027	
3	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	$105,625	$85,484	$20,141	4	4	2027	
			** Total Minor Carryforward As July 1, 2026 :*	$ 112,494	$ 90,240	$ 22,254				
Large Carryforward Projects[1]										
4	Large, > $2M: Renovation, Repair or Maintenance	Innovation I, Renovation	5th Floor build-out	$6,636,992	$5,408,630	$1,228,362	1	1	2027	
				$ -	$ -	$ -				
			** Total Major Carryforward As July 1, 2026 :*	$ 6,636,992	$ 5,408,630	$ 1,228,362				
			Fixed Capital Outlay Totals :	$ 6,749,486	$ 5,498,870	$ 1,250,616				

*** 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, 2026, 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).

FLORIDA INTERNATIONAL UNIVERSITY MEDICAL SCHOOL

University Facilities Reserves

Additional Amounts Contributed From July 1, 2026 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 FY26 Beginning E&G Carryforward Balance
1.			$ -
2.			$ -
3.			$ -
4.			$ -
5.			$ -
6.			$ -
7.			$ -
8.			$ -
9.			$ -
10.			$ -
		Total Capital Facilities Reserves as of July 1, 2026 : *	**$ -**

***Note: Should agree with line F on the "Summary" tab.**

FLORIDA INTERNATIONAL UNIVERSITY MEDICAL SCHOOL

12% Commitment to PECO Projects or Deferred Maintenance
Amounts Contributed From July 1, 2026 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 FY26 Beginning E&G Carryforward Balance
1.			$ -
2.			$ -
3.			$ -
4.			$ -
5.			$ -
6.			$ -
7.			$ -
8.			$ -
9.			$ -
10.			$ -
		Total Amount Committed to PECO Projects or Deferred Maintenance of July 1, 2026 : *	**$ -**

***Note: Should agree with line H on the "Summary" tab.**

2026-2027 Operating Budget & E&G Carryforward Spending Plan

University Name: Florida International University

2026-2027 Operating Budget & E&G Carryforward Spending Plan Certification Representations
I hereby certify to the Board of Governors that the referenced 2026-2027 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 Thursday, September 17, 2026, 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 2026-2027 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

Select Year: 2026 Go

The 2026 Florida Statutes

Title XLVIII EARLY LEARNING-20 EDUCATION CODE | Chapter 1011 PLANNING AND BUDGETING | View Entire Chapter

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.

[1](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. For any annual reserve balance in excess of the 7 percent minimum carry forward balance pursuant to subsection (1), the authorized expenditures in a carry forward spending plan must include a commitment of 12 percent of the university's prior fiscal year state operating fund carry forward balance to fund a public education capital outlay project for which an appropriation has previously been provided which requires additional funds for completion and which is included in the list required by s. 1001.706(12)(d) or for deferred building maintenance expenses. The carry forward spending plan must identify the specific public education capital outlay project and the amount the university will contribute toward the fixed capital outlay project pursuant to s. 1001.706(12)(d) or specific deferred maintenance project. 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;

(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; and

(h) Deferred building maintenance expenses for the maintenance, repair, and renovation of projects to improve the health and safety of such facilities.

(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.

[1](5) A university's carry forward spending plan pursuant to subsection (1) must provide detailed documentation of expenditures that the university applied toward the prior year carry forward spending plan.

(6) A university may spend the minimum carry forward 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; ss. 4, 5, ch. 2025-199; ss. 11, 12, 156, ch. 2026-233; s. 9, ch. 2026-237.

[1]**Note.**—

A. Section 11, ch. 2026-233, amended subsection (3) and reenacted subsection (5) "[i]n order to implement Specific Appropriation 152 of the 2026-2027 General Appropriations Act."

B. Section 12, ch. 2026-233, provides that "[t]he text of s. 1011.45(5), Florida Statutes, as carried forward from chapter 2025-199, Laws of Florida, by this act and the text of s. 1011.45(3), as amended by this act, expires July 1, 2027, and the text of those subsections shall revert to that in existence on June 30, 2025, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section."

C. Section 156, ch. 2026-233 provides that "[i]f any other act passed during the 2026 Regular Session or 2026 Special Session E of the Legislature contains a provision that is substantively the same as a provision in this act, but that removes or is otherwise not subject to the future repeal applied to such provision by this act, the Legislature intends that the provision in the other act takes precedence and continues to operate, notwithstanding the future repeal provided by this act." Section 9, ch. 2026-237, amended subsection (3) and reenacted subsection (5) using language substantively the same as the amendment and reenactment by s. 11, ch. 2026-233, and did not include a repeal provision.

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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 section 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 and FSU)
Community School Grant Program (UCF)
Lastinger Center for Learning (UF)
Florida Center for Autism (UF)

(b) Contracts and Grants – reports actual and estimated year revenues, expenditures, and positions for university functions that 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 that 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, 12-12-25.

FIU | FLORIDA INTERNATIONAL UNIVERSITY

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 2026-2027 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, Senior Vice President and Chief Financial Officer

9/1/2026
Date

Signed by:
4B9001A0A85A47C...

Ryan M. Kelley, Acting General Counsel

9/8/2026
Date

Jeanette M. Nuñez, President

9/9/26
Date

FIU Board of Trustees

September 17, 2026

Subject: Fixed Capital Outlay Budget, 2026-27

Proposed Action:

Florida International University Board of Trustees (BOT) approval of Florida International University's (FIU) 2026-27 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 2026-27 Fixed Capital Outlay Budget includes new projects and projects previously approved and authorized by the BOT and BOG for which expenditures will occur in 2026-27.

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 are identified in the attached Fixed Capital Outlay Budget and fall within the following categories:

- Carryforward projects providing new funding for critical deferred maintenance and infrastructure, including projects over $2M.
- Non-appropriated projects funded from auxiliary, bond, grant, donation, and other non-state sources.

In accordance with BOG instructions, FIU's Fixed Capital Outlay Budget identifies the following items for each FCO project:

Project Title/Name:	Title or name of all currently active and all proposed FCO project
Project Description:	Description of the project
Total Project Budget Allocation:	Anticipated hard and soft costs to complete the facility
Funding Source and Amount:	Authorized and available for the project
Funds Expended Since Inception:	Amount expended prior to June 30, 2026
Funds to be Expended this Year:	Amount expenditures planned for 2026-27
Remaining Balance:	Estimated balance as of June 30, 2027
Projected Timeline:	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 2026-27

(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]			$205,000	Escrow Reserve	$205,000	$0	$0	$205,000	Not Applicable		These reserves are expected to be spent in the current year, and will fund **12** maintenance projects.
	Carryforward (CF) - Small Projects [3]			$28,120,343	CF	$28,120,343	$0	$28,120,343	$0	Refer to detail in Carryforward Spending Plan		
	Carryforward (CF) - Large Projects [4]											
132	Chemistry & Physics, Infrastructure	HVAC controls conversion, remodeling upgrades & repairs		$5,221,542	CF Total:	$5,221,542 $5,221,542	$5,111,501	$110,041	$0	10/1/2020	12/31/2026	
137	Ocean Bank Convocation Center, Structural	Replace deteriorating exterior metal wall panels compromising the building envelop		$2,700,000	CF Total:	$2,700,000 $2,700,000	$34,893	$2,665,107	$0	10/1/2025	6/30/2026	
138	EC Operations Utility, Cold Spray Lab, Expansion	Speed 3D Cold Spray Lab Expansion		$2,767,781	CF ORED Facilities & Administrative Total:	$2,476,185 $291,596 $2,767,781	$336,973	$2,430,808	$0	3/23/2023	6/30/2027	
139	Charles E. Perry Primera Casa, Infrastructure	Correct code compliance issues in Busduct Riser		$3,200,000	CF Total:	$3,200,000 $3,200,000	$256,275	$2,943,725	$0	10/1/2025	6/30/2027	
140	Charles E. Perry Primera Casa, Infrastructure	Correct code compliance issues in Electrical Rooms		$3,200,000	CF Total:	$3,200,000 $3,200,000	$35,858	$3,164,142	$0	10/1/2025	6/30/2027	
142	University Lockdown Initiative	University Wide Lockdown safety initiative for all campuses		$4,835,874	CF Total:	$4,835,874 $4,835,874	$722,220	$4,113,654	$0	11/1/2024	6/30/2027	
			Subtotal - CF Large Projects:			**$21,925,197**	**$6,497,721**	**$15,427,476**	**$0**			
	State Appropriated Projects [5,7]											
	Innovation 1 (previously Engineering Building 1)	Supplemental funding due to construction cost escalation for a PECO project		$86,324,276	CF CF-COM PECO (1) Unrestricted Treasury Auxiliary (2) Unrestricted Auxiliary (HCN-Loan Repaid) (3) Health Care Network DSO (4) Contracts & Grants (5) Donations Total:	$9,144,385 $6,683,992 $38,907,641 $20,646,160 $6,697,216 $42,920 $3,469,755 $732,207 $86,324,276	$73,761,095	$12,473,181	$90,000	6/1/2022	12/31/2025	BT 919 Includes $38,907,641 of PECO Appropriations and $15,838,357 of Carryforward Supplements to a PECO Project and to the Complete Buildout of Building Shell Spaces

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		Capital renovation of critical building systems including envelope and HVAC infrastructure (AHU, VAV replacement, controls)	$9,735,462	CF PECO SFRF Section152 Total:	$2,585,462 $7,150,000 $9,735,462	$8,738,715	$996,747	$0	5/9/2022	1/31/2027	BT 931 $7,150,000 PECO Appropriations (under SFRF Funding, Section 152) and $2,585,462 CF Supplemental to the PECO Project
	School of International & Public Affairs II, Rooms, Infrastructure		AV equipment from FIU Media Technology & PantherTech	$39,703,860	CF PECO (1) FIU Online Auxiliary (2) FIU Online E-Sport Auxiliary (3) Division IT Auxiliary (4) Miami-Dade Rescue Plan Funds Donations Total:	$2,298,561 $12,701,439 $5,534,299 $1,889,359 $30,202 $250,000 $17,000,000 $39,703,860	$39,549,423	$154,438	$0	7/1/2020	2/1/2021	BT 887 $12,701,439 PECO Appropriations and $2,298,561 Supplement to a PECO Project
	Academic Health Center 3 (a/k/a Nursing and Allied Health)		Nursing Program Building to include classrooms, labs, offices and work areas	$44,642,913	PECO Donation Courtelis Match Total:	$44,099,402 $343,511 $200,000 $44,642,913	$44,607,549	$35,364	$0	9/9/2008	12/31/2026	BT 833 Donation funds remaining to be used for FF&E
	Tamiami Residence Hall Building and Outdoor Promenade		Completion of building punch list/close out negotiations	$96,891,684	CITF (1) Housing Auxiliary (2) Office of Business & Finance Shared Services Auxiliary Bonds CF Prior Total:	$3,000,000 $15,050,022 $3,869,464 $74,947,684 $24,514 $96,891,684	$96,883,044	$8,640	$0	8/12/2011	12/31/2026	BT 892 Project Completed and financial reconciliation is in progress
	Graham University Center Expansion		Project expand programming spaces by 48,433 gsf; will include a new 1,000-seat ballroom, breakout rooms, green rooms, lounges, storage, and student spaces.	$56,255,655	CITF CITF Future Appropriation CITF Reallocation of Appropriations Office of Student Affairs Auxiliary Business Services & GC Auxiliaries Total:	$36,034,862 $6,747,958 $10,000,000 $2,000,000 $1,472,835 $56,255,655	$220,510	$10,399,428	$45,635,717	10/31/2024	10/31/2029	BT 921 Project is pending an additional CITF Appropriation of $6,747,958 along with the Chancellor approved reallocation of the CITF appropriations for the Aquatic Center ($7,500,000) and the Soccer & Track ($2,500,000)
	Trish & Dan Bell Chapel & East Loop Road Realignment		18,282 gsf multi-faith chapel with capacity for 224 people to accommodate the plurality of faiths and perspectives at FIU, and serving as a gathering place for worship, contemplation, and mutual understanding	$38,523,478	PECO SFRF Section 197 CITF Donation (1) Unrestricted Treasury Auxiliary (2) Office of Business & Finance Shared Services Auxiliary (3) Parking & Transportation Auxiliary (4) FIU Foundation Total:	$3,519,655 $3,000,000 $25,897,748 $3,444,286 $2,636,499 $12,277 $13,014 $38,523,478	$34,465,458	$4,058,021	$0	3/30/2022	12/31/2026	BT 927 Trish & Dan Bell Chapel + BT 929 East Loop Road Realignment Projects; note that BT 929 included $3,519,655 of PECO SFRF (under Section 197) from the Deferred Building Maintenance Program Appropriation and $3,000,000 of CITF Appropriations to extend the chilled water loop

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 Office of Student Affairs Auxiliary Total:	$2,890,927 $600,000 $3,490,927	$3,374,267	$116,660	$0	1/24/2023	12/31/2026	BT 933 Construction in Progress
		Innovation 2 (previously Engineering Building 2)	New 89,538 gsf building connected to the Innovation1 Building that includes classrooms, teaching labs, study space, research labs, offices, and computer instructional media spaces	$100,566,473	CF PECO SFRF Section 197 PECO PECO Reallocation of Appropriations (1) ORED Facilities & Administrative (2) Wertheim College of Medicine Auxiliary Total:	$27,381,459 $33,500,000 $15,150,000 $11,000,000 $35,014 $13,500,000 $100,566,473	$7,870,378	$51,724,569	$40,971,526	7/1/2022	5/15/2028	BT 938 Includes $ 33,500,000 PECO SFRF (under Section 197), $15,150,000 PECO Appropriations, along with the approved Reappropriation of the PECO Appropriated for the Honors College (11,000,000); project also includes $27,381,459 CF Supplement to the PECO Project
		Herbert Wertheim College of Medicine (HWCOM), recently named Helen and Jacob Shaham Academic Medical Center	Construct a new 7-story HWCOM Academic Health Sciences Clinical Facility (158,518 gsf) with imaging , surgical services, plus an 8-story 1,200 car parking garage	$212,383,188	PECO Total:	$212,383,188 $212,383,188	$17,029,596	$195,353,592	$0	12/5/2024	12/31/2027	BT 942 Includes $212,383,188 PECO Appropriations
		Wall of Wind Hurricane & Storm Surge Simulator	Expansion EC MsRI CAT 6 Facility	$15,000,000	PECO Total:	$15,000,000 $15,000,000	$15,000,000	$0	$0	Various	6/30/2027	BT 957 $15,000,000 PECO Appropriation
		Aquarius Reef Base, Repairs	Underwater Reef Base required repairs	$5,000,000	PECO Total:	$5,000,000 $5,000,000	$5,000,000	$0	$0	Various	6/30/2027	BT 956 $5,000,000 PECO Appropriation
		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	$514,251	PECO Total:	$514,251 $514,251	$495,544	$18,707	$0	Various	12/31/2026	BT 936 $500,000 Sexual Assault Nursing Exam Center; plus PECO - BT 926; and no CITF
		BBC Kovens Conference Center Building	Building envelope repairs and roof replacement	$2,360,966	PECO SFRF Section 197 Total:	$2,360,966 $2,360,966	$1,785,933	$575,033	$0	11/22/2022	12/31/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program
		Charles E. Perry Primera Casa, Power Distribution	Replacement for main electrical service and switch gear	$2,579,170	PECO SFRF Section 197 Total:	$2,579,170 $2,579,170	$1,058,635	$1,520,535	$0	11/22/2022	12/31/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program
		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 Total:	$2,077,448 $2,077,448	$1,700,993	$376,454	$0	11/22/2022	12/31/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program
		BBC Academic 1 Roof Replacement	Replacement of modified bitumen roofing	$3,521,100	PECO SFRF Section 197 Total:	$3,521,100 $3,521,100	$2,412,915	$1,108,185	$0	11/22/2022	12/31/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program
		BBC Academic 1 Building HVAC System	Replacement of HVAC distribution systems	$3,398,919	PECO SFRF Section 197 Total:	$3,398,919 $3,398,919	$3,060,000	$338,919	$0	11/22/2022	12/31/2026	Part of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program
		All Other Buildings Deferred Maintenance Small Projects	Various buildings deferred maintenance projects throughout the University	$13,341,397	PECO SFRF Section 197 Total:	$13,341,397 $13,341,397	$11,527,616	$1,813,781	$0	11/22/2022	12/31/2026	Remainder of BT 937 PECO SFRF (under Section 197) the Deferred Building Maintenance Program
					Subtotal - State Appropriated Projects:	$736,311,168	$368,541,670	$281,072,256	$86,697,242			
	Non-Appropriated Projects [6,7]											
		Charles E. Perry Primera Casa, Retrofit	FEMA Hazard mitigation grant replacing 17,350 SF of windows and 200 SF of doors/louvers with impact-resistant assemblies; includes roof hardening and HVAC reinforcements	$4,347,195	CF FEMA Grant Total:	$1,086,799 $3,260,396 $4,347,195	$3,679,261	$667,934	$0	4/13/2022	12/31/2026	
		Center for Translational Science at Port St. Lucie, Repair/Replacement	Roof Penthouse Lab Exhaust Fans replacements	$3,390,794	ORED Facilities & Administrative Total:	$3,390,794 $3,390,794	$48,772	$3,342,022	$0	10/1/2025	6/30/2027	

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	
	BBC Hospitality Management Dining Facility	Hospitality Management program including a dining room, kitchen, and labs	$10,447,157		Hospitality Mgmt. Dining Auxiliary Donations Total:	$4,375,419 $6,071,738 $10,447,157	$10,223,069	$224,088	$0	8/9/2010	6/30/2027	BT 855 Budget authority received yearly from Hospitality Management & the FIU Foundation for improvements
	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 $9,243,173 $36,586,446	$36,371,096	$215,350	$0	6/18/2012	6/30/2027	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:	$2,351,420 $2,351,420	$2,172,897	$178,523	$0	5/26/2016	6/30/2027	BT 913
	CasaCuba Building	43,714 gsf dynamiccenter hosting lectures, conferences, exhibits, and research; will also preserve FIU's Cuba-related intellectual and cultural resources	$41,088,046		Donations Grants Endowment Total:	$33,581,732 $4,253,000 $3,253,314 $41,088,046	$4,444,776	$31,314,616	$5,328,654	9/10/2018	11/22/2027	BT 925
	Student Health Center Renovation/Expansion	Expansion of the Student Health facility by 10,808 gsf for clinical, counselling, and advocacy services through purposeful, , multi-use space	$12,600,000		Student Health Services Auxiliary Total:	$12,600,000 $12,600,000	$380,667	$5,498,700	$6,720,633	1/30/2024	5/30/2028	BT 932
	Wolfsonian Museum Expansion	25,000 to 36,000 net sf expansion of the historic Wolfsonian Museum, including new galleries, classrooms, and public program spaces	$20,000,000		Donations GOB Bonds Total:	$5,000,000 $15,000,000 $20,000,000	$722,771	$15,165,686	$4,111,543	10/1/2024	TBD	BT 940
	Residential Dining Facility	14,571 gsf innovative food service facility as a center for student and community engagement, accommodating multiple styles of service and cuisine	$12,600,000		Business Services Auxiliary Total:	$12,600,000 $12,600,000	$720,842	$10,379,158	$1,500,000	8/16/2024	8/31/2027	BT 941
	BBC Coastal Conservation & Restoration Robotics Building	New multi-use laboratory at BBC; programmed for 13,210 gsf of offices, shared research lab space, manufacturing space for autonomous vehicles, and electronics clean-lab	$12,551,050		ORED Facilities & Administrative Grants Total:	$6,551,050 $6,000,000 $12,551,050	$112,764	$5,488,286	$6,950,000	6/20/2024	6/30/2028	BT 945
	Sunblazer Hall University Student Housing	The proposed residential facility will feature studio units and one-, two-, and four-bedroom suites totaling 1,174 beds, student lounges, offices, residential support spaces, maker space, and retail (497,690 gsf)	$248,116,026		Housing Auxiliary Net Issuance Cost/Interest Bonds Total:	$25,000,000 $5,773,268 $217,342,758 $248,116,026	$26,403,875	$110,856,075	$110,856,076	8/16/2024	6/30/2028	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:	$8,538,266 $8,538,266	$3,100,664	$5,437,602	$0	4/4/2024	6/30/2027	BT 947
	Panther Residence Hall Repairs	Fan coil unit in need of repair and replacement	$2,125,326		Housing Auxiliary Total:	$2,125,326 $2,125,326	$1,265,672	$859,654	$0	5/29/2024	6/30/2027	BT 918 Housing Auxiliary Funding
	University Park Towers Renovation/Repair	Building re-roofing	$2,105,090		Housing Auxiliary Total:	$2,105,090 $2,105,090	$1,981,588	$123,502	$0	5/29/2025	6/30/2026	BT 918 Housing 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:	$5,000,000 $5,000,000	$118,329	$4,881,671	$0	10/26/2022	12/31/2026	BT 918 Office of Research & Economic Development Grant Funding
	All other Auxiliary Funded Small Projects	Various small projects throughout the University	$45,480,495		Multiple Auxiliaries Total:	$45,480,495 $45,480,495	$33,500,251	$11,980,244	$0	Various	Various	BT 918, BT 948, 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:	$3,887,134 $3,887,134	$3,881,140	$5,994	$0	5/6/2022	12/31/2026	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:	$3,857,422 $3,857,422	$3,852,422	$5,000	$0	6/4/2022	12/31/2026	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:	$2,945,041 $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
					Subtotal - Non-Appropriated Projects:	$478,016,908	$135,920,896	$206,629,105	$135,466,906			
			TOTALS:	**$1,264,578,615**		**$1,264,578,615**	**$510,960,287**	**$531,249,180**	**$222,369,149**			

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).

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	

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.

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.

FIU | FLORIDA INTERNATIONAL UNIVERSITY

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 FY26-27 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, Unrestricted Treasury, Endowment, HCN DSO.

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:
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David H. Snider, Senior Vice President and Chief Financial Officer — 9/8/2026 — Date

Signed by:
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Ryan M. Kelley, Acting General Counsel — 9/8/2026 — Date

Jeanette M. Nuñez, President — 9/9/26 — Date

FIU Board of Trustees

September 17, 2026

Subject: Initial Board of Directors of the FIU Real Estate Foundation, Inc.

Proposed Action:

Florida International University Board of Trustees approval of the appointments of the individuals listed below to the Board of Directors of The Florida International University Real Estate Foundation, Inc.; provided that, as to each individual identified below as an Elected Director, such approval shall constitute the approval of the Board of Trustees required by Article II, Section 2.B of the Bylaws, Section 1004.28(3), Florida Statutes, Florida Board of Governors Regulation 9.011(9), and FIU Regulation 1502, and shall become operative upon that individual's confirmation by the University President and election by the Board of Directors of the Corporation; and delegation of authority to the University President or her designee to take all further actions and execute all documents as may be necessary to seat the Board of Directors and complete the organization of the Corporation, including causing any seat that remains unfilled to be filled through the review, confirmation, and approval process prescribed by the Corporation's Bylaws, with any resulting appointment presented to the Board of Trustees for approval.

Background Information:

On June 18, 2026, the Florida International University Board of Trustees (BOT) (i) approved the establishment and incorporation of The Florida International University Real Estate Foundation, Inc. (the "FIUREF" or the "Corporation") as a Florida not-for-profit corporation, (ii) approved the certification of the Corporation as a university direct support organization of FIU pursuant to Section 1004.28, Florida Statutes, and (iii) approved the Corporation's Articles of Incorporation and Bylaws in substantially the form presented (Agenda Item FF10). The Articles of Incorporation were filed with the Florida Department of State on or about August 25, 2026. Article II, Section 2 of the Bylaws approved by the BOT provides that the Board of Directors shall be comprised of four (4) ex-officio directors and three (3) elected directors, each of whom shall have one vote on all matters before the Board of Directors, and requires that the Corporation's governance structure at all times maintain Ex-Officio Directors, or University-approved designees, in a number and role sufficient to constitute a majority of the voting authority for ordinary Board action.

The University is requesting that the BOT approve the appointment of the individuals identified below to the FIUREF Board of Directors, as follows:

(A) Ex-Officio Directors (Article II, Section 2.A of the Bylaws), each serving for so long as he or she holds the corresponding office or position:

- Chair of the Florida International University Board of Trustees or designee — Patrick McDowell, Trustee, as designee of the Board Chair
- President of Florida International University or designee — Javier I. Marques, Senior Vice President for Operations and Safety and Chief of Staff, as designee of the University President
- Senior Vice President and Chief Financial Officer, Division of Finance and Administration — David H. Snider
- Chief Executive Officer of the Florida International University Foundation, Inc. — Kenneth C. Hall

(B) Elected Directors (Article II, Sections 2.B and 4 of the Bylaws). The individuals designated to serve as the Ex-Officio Directors have recommended the candidates identified below as the initial Elected Directors, and they are presented to the BOT for approval in advance so that each may take office upon confirmation by the University President and election by the Board of Directors at its organizational meeting:

- Christina Castillo, Vice President for Government, Corporate, and Community Relations and Deputy Chief of Staff to the President
- Andre L. Teixeira, President, The Graham Companies, and Vice Chair of the Florida International University Foundation, Inc. Board of Directors and Chair of the Real Estate Subcommittee
- David Martin, Chief Executive Officer, The Terra Group

Approval of the individuals identified above as Elected Directors will become operative as to each individual upon his or her confirmation by the University President and election by the Board of Directors, and will lapse as to any individual who is not so confirmed and elected. Should the Board of Directors elect as an Elected Director any individual other than those approved by the BOT, that individual will be presented to the BOT for approval before taking office.

The four (4) Ex-Officio Directors will constitute a majority of the seven (7)-member Board and therefore a quorum under Article V, Section 6 of the Bylaws, permitting the Board of Directors to convene, adopt the Bylaws, and elect the initial Elected Directors approved by the BOT. Because Article II, Section 4 of the Bylaws contemplates the election of Elected Directors at the Annual Meeting, which Article V, Section 1 provides shall be held in March or April of each year, the initial Elected Directors will necessarily be seated on an off-cycle basis. The commencement and expiration dates of the initial terms, including any staggering of those terms to provide continuity of governance during the Corporation's initial period of operation, will be established at the organizational meeting of the Board of Directors and, to the extent a transition provision is

required, by amendment to the Bylaws adopted pursuant to Article XI and submitted to the University President and the BOT for approval.

Section 1004.28(3), Florida Statutes, Florida Board of Governors (BOG) Regulation 9.011(9), and FIU Regulation 1502 exclude the BOT Chair's representative(s) and the President or the President's designee from the appointments that require BOT approval. All seven (7) initial Directors are nonetheless presented for approval so that the BOT approves the initial Board of Directors of the Corporation in its entirety.

All Elected Directors appointed after the initial slate identified above will be reviewed by the Ex-Officio Directors and forwarded to the University President for confirmation prior to standing for election, and will be elected by the Board of Directors by majority vote at the Annual Meeting, in accordance with Article II, Section 4 of the Bylaws. As provided in Article II, Section 2.B of the Bylaws, no Elected Director may take office unless confirmed by the University President and approved by the BOT.

Upon BOT approval of the appointments, the organizational meeting of the Board of Directors will be convened, at which the Board of Directors will adopt the Bylaws in the form approved by the BOT, elect the initial Elected Directors approved by the BOT, elect the Chair and seat the remaining Officers as provided in Articles III and IV of the Bylaws, and adopt an initial slate of policies, including conflict of interest, investment, and real estate procurement policies.

Supporting Documentation:	Biographies | Appointments to the Board of Directors, FIU Real Estate Foundation, Inc. Bylaws of the FIU Real Estate Foundation, Inc. (Article II, Board of Directors) Florida Board of Governors Regulation 9.011 FIU Regulation 1502
Facilitator/Presenter:	David H. Snider

FIU Real Estate Foundation, Inc.

Board of Directors — Director Biographies

Item FF3 — Appointment of the Initial Board of Directors · Finance and Facilities Committee, September 17, 2026

This item appoints the initial Board of Directors of The Florida International University Real Estate Foundation, Inc., a Florida not-for-profit corporation certified as a university direct-support organization under Section 1004.28, Florida Statutes. The Board of Trustees approved the Corporation's establishment and certification, together with its Articles of Incorporation and Bylaws, on June 18, 2026 (Agenda Item FF10), and the Articles of Incorporation were filed with the Florida Department of State on or about August 25, 2026. The following biographies are provided for the individuals identified for the Corporation's seven-member Board of Directors — four Ex-Officio Directors and three Elected Directors. As to each Elected Director, approval becomes operative upon that individual's confirmation by the University President and election by the Board of Directors, and lapses as to any individual who is not so confirmed and elected.

BOARD OF DIRECTORS — BIOGRAPHIES

Patrick McDowell

Ex-Officio Director — Designee of the Chair of the Board of Trustees



Chairman, Chief Executive Officer, and founder of McDowell Properties and McDowell Housing Partners, Miami-based firms specializing in the acquisition, renovation, and development of workforce and affordable multifamily housing across the Sunbelt. Previously a founding partner of The Fox Group and its successor, Metric Realty, a joint venture with Metropolitan Life Insurance Company that managed more than 400 properties nationwide. Active in numerous industry organizations, including the Urban Land Institute and the National Multifamily Housing Council, and currently serves as a Trustee of the Pérez Art Museum Miami. A gubernatorial appointee to the Florida International University Board of Trustees. Holds a BA from Stanford University and an MBA in Real Estate from the University of California, Berkeley.

Javier I. Marques

Ex-Officio Director — Designee of the University President



Senior Vice President for Operations and Safety and Chief of Staff at Florida International University, and a member of the President's Executive Committee. Oversees the Office of the President, the Board of Trustees Office, and the Division of Operations and Safety, including the FIU Police Department and related public safety units. Joined the University in 2008, having previously served for more than eight years as Chief of Staff for the Miami-Dade County Commission. Holds bachelor's and master's degrees from FIU and an MBA from Lynn University.

David H. Snider, Esq.

Ex-Officio Director — Senior Vice President and Chief Financial Officer



Senior Vice President of FIU's Division of Finance and Administration and Chief Financial Officer, responsible for the University's financial, facility, and business service operations. Holds a JD from FIU College of Law, an MS in Finance from FIU, and a BSBA in Finance from the University of Florida and is a member of The Florida Bar.

Kenneth C. Hall

Ex-Officio Director — Chief Executive Officer, FIU Foundation, Inc.



Senior Vice President for University Advancement at FIU and Chief Executive Officer of the FIU Foundation since 2023, leading the University's fundraising, donor stewardship, and alumni engagement efforts. Brings more than 20 years of higher education fundraising experience, including

senior development leadership roles at The Pennsylvania State University, Bucknell University, Messiah University, and Susquehanna University. Holds bachelor's and master's degrees from The Pennsylvania State University.

Christina Castillo, Esq.

Elected Director



Vice President for Government, Corporate, and Community Relations and Deputy Chief of Staff to the President at Florida International University, leading the University's federal, state, and local government relations and corporate engagement efforts. Previously served as Chief of Staff to Florida's Lieutenant Governor in the Executive Office of the Governor. Holds a JD from the Florida State University College of Law and a BA in Political Science from FIU and is a member of The Florida Bar.

Andre L. Teixeira

Elected Director



President of The Graham Companies, a privately owned Miami Lakes real estate firm founded by Ernest R. Graham, whose advocacy helped lead to the establishment of FIU. He joined the firm in 2002 following senior financial roles at Mars, Incorporated, PepsiCo, and Ernst & Young. An FIU alumnus with bachelor's and master's degrees in accounting and a certified public accountant, he serves as Treasurer of the FIU Foundation's Board of Directors and chairs its Finance Committee and its Real Estate Subcommittee.

David Martin

Elected Director



Chief Executive Officer of The Terra Group, a Miami-based real estate development firm he founded in 2001, with a portfolio exceeding five million square feet and $8 billion in residential and commercial real estate across South Florida. Active in regional civic and cultural organizations, including Miami-Dade County's Biscayne Bay Task Force and The Underline linear park. Holds a JD, MBA, and undergraduate degree from the University of Florida.

BYLAWS

of

THE FLORIDA INTERNATIONAL UNIVERSITY REAL ESTATE FOUNDATION, INC.

Adopted on _____, 2026

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BYLAWS

of

THE FLORIDA INTERNATIONAL UNIVERSITY REAL ESTATE FOUNDATION, INCORPORATED

ARTICLE I. PURPOSE, MISSION, AND OFFICES

SECTION 1. NAME AND PURPOSE. The name of the corporation is The Florida International University Real Estate Foundation, Incorporated (the "FIUREF" or "Foundation") is organized and operated with all powers of a Florida nonprofit corporation under Chapter 617, Florida Statutes, and a University direct-support organization established pursuant to Section 1004.28, Florida Statutes, and, among other things, is to provide leadership and assistance to Florida International University (the "University") regarding its land assets and possessory interests in land and facilities; and to purchase, receive, hold, invest, reinvest, manage, lease, mortgage, develop, administer, operate, and sell the real estate assets of the Foundation, including gifts of property, and to make expenditures, or contribute or distribute all or a portion of the net proceeds from such activity, to or for the use and benefit of the University as a Type I supporting organization to the University pursuant to Section 509(a)(3) of the United States Internal Revenue Code, as amended (or the corresponding provision of any future United States Internal Revenue law). The Foundation shall be organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to or for the benefit of the University and in furtherance of the University's educational, research, charitable, and public purposes. Commercial transactions, including development, leasing, financing, management, or disposition of real property, may be undertaken only when approved under these Bylaws and applicable University, Board of Trustees, Board of Governors, and State University System requirements and when the transaction furthers the University's mission and does not confer more than incidental private benefit or result in private inurement. The Foundation shall seek and maintain federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and, if applicable, public charity status as a Type I supporting organization described in Section 509(a)(3) of the Internal Revenue Code, with the University as its supported organization.

SECTION 2. MISSION. The specific mission of the FIUREF is to provide strategic support for all of the University's real estate needs. The FIUREF adds value to the University by working under the direction and control of the University to (i) identify and acquire properties with strategic value to the University; (ii) subject to Article VIII Section 5(A) of these Bylaws, solicit and accept gifts of real estate, subject to title, environmental, tax, donor-restriction, and mission-fit due diligence, and manage these assets to maximize their financial benefit to the University; (iii) provide real estate asset management services to the University and its direct support organizations as requested by the University administration, Board of Trustees, or individual direct support organizations; and (iv) coordinate and achieve any real estate initiative or related mission-supporting commercial initiative requested, authorized, or implemented by the University's

administration or Board of Trustees. The Foundation shall not operate as an independent commercial enterprise. Any commercial, leasing, development, financing, or asset-management activity must be mission-related, University-approved, and documented as serving the University's educational, charitable, research, or public purposes.

SECTION 3. OFFICES. The principal office of the FIUREF will be located at Florida International University in Miami, Miami-Dade County, Florida.

ARTICLE II. BOARD OF DIRECTORS

SECTION 1. GOVERNANCE. The affairs of the FIUREF shall be managed by and under the direction of the Board of Directors (the "Board" or "Board of Directors"), and by various officers and committees thereof as powers may be delegated to such officers and committees by these Bylaws or by Resolution of the Directors. Members of the Board shall be the sole voting members of the FIUREF and shall be called "Directors." Notwithstanding any delegation of authority, the Foundation shall at all times remain under the control of the University and shall operate only while certified by the University Board of Trustees or its designee as operating in a manner consistent with the goals of the University and in the best interest of the state. No officer, committee, employee, agent, or delegated authority may act inconsistently with Section 1004.28, Florida Statutes, Chapter 617, Florida Statutes, Board of Governors regulations, University regulations, these Bylaws, or the Articles of Incorporation.

SECTION 2. COMPOSITION AND TERMS. The Board shall be comprised of four (4) ex-officio directors and three (3) elected directors. All directors will have voting authority as further prescribed in these Bylaws. The voting Directors shall be determined as follows: At all times, the Foundation's governance structure shall preserve University control, including by maintaining Ex-Officio Directors or University-approved designees in a number and role sufficient to constitute a majority of the voting authority for ordinary Board action and to ensure University oversight of reserved matters.

A. Ex-Officio Directors. The "Ex-Officio Directors" shall be: (i) the Chair of The Florida International University Board of Trustees or designee; (ii) the President of Florida International University ("University President") or designee; (iii) the Senior Vice President and CFO – Division of Finance & Administration ("CFO") or designee; and (iv) the Chief Executive Officer of the FIU Foundation. Ex-Officio Directors will serve as long as they hold the aforementioned office or position. A designee of any Ex-Officio Director shall serve at the pleasure of the respective Ex-Officio Director. Each Ex-Officio Director shall have one (1) vote on all matters before the Board of Directors. Any designee of an Ex-Officio Director must be a University officer or employee or another person approved by the University President or designee and shall owe the same duties to the Foundation as a Director while serving in that capacity.

B. Elected Directors. The Board of Directors shall elect by majority vote three (3) "Elected Directors". The term of office for any Elected Director shall be for a period of three (3) years commencing on the July 1st immediately following the election.

Elected Directors may be re-elected for a second term of three (3) years but may only serve two (2) consecutive terms. Provided, however, the foregoing notwithstanding, if a Director has been elected to serve as an Officer and his or her term as Director will expire before the completion of the term as Officer, then his or her term as Director shall be automatically extended to accommodate the time required for the fulfillment of his or her term as Officer. An Elected Director who has served two (2) terms consecutively may be re-elected to the Board after two years following the end of his or her last term and will have the status of a new Director. Each Elected Director shall have one (1) vote on all matters before the Board of Directors. No Elected Director may take office unless confirmed by the University President and, to the extent required by applicable law, regulation, or University policy, approved by the University Board of Trustees or its designee.

SECTION 3. QUALIFICATIONS. The Board of Directors shall have the full discretionary power to set qualifications for Directors. Such qualifications may include demonstrated expertise in real estate, finance, development, higher education, philanthropy, audit, compliance, or charitable governance, and shall include disqualification for conflicts, conduct, legal restrictions, or other circumstances that would impair the Foundation's tax-exempt status, direct support organization certification, University control, or compliance with applicable law or University policy.

SECTION 4. SELECTION OF ELECTED DIRECTORS. The Board of Directors may elect new Directors to fill expiring and vacant seats held by Elected Directors. Candidates for Elected Directors will be reviewed by the Ex-Officio Directors. The Board of Directors will forward approved candidates to the University President by March 1st of the year for his or her approval. and, if required by applicable regulation or University policy, approval by the University Board of Trustees or its designee. An Elected Director seeking re-election for a second term shall submit their name to the Board of Directors as a candidate. Each candidate will be subject to confirmation by the University President prior to standing for election (or re-election as the case may be). The Board of Directors will elect Directors confirmed by the University President by a majority vote at the Annual Meeting.

SECTION 5. POWERS. The property, affairs, activities, and concerns of the FIUREF shall be vested in the Board of Directors. All management functions shall be exercised by the Board of Directors, subject to delegation by the Board to the officers, a committee established pursuant to these Bylaws, and other appropriate staff. The Board may not delegate final approval of the annual budget, bylaws or articles amendments, debt or guarantees, acquisition or disposition of real property, leases or development transactions above approved thresholds, public-private partnership transactions, compensation requiring University approval, dissolution, merger, conversion, or any matter reserved to the University President, University Board of Trustees, Board of Governors, or another governmental authority.

SECTION 6. DUTIES. The Board of Directors shall discharge all the duties imposed upon it by these Bylaws. The Board of Directors shall approve budgets on an annual basis. The Board of Directors shall present the annual budgets to the University President by May 1st of each year for transmission to the University Board of Trustees for review and approval. The Board of Directors shall assist the FIUREF in evaluating and facilitating: (i) receipt and dispositions of gifts of real

estate, (ii) real estate transactions, and (iii) other real estate priorities established by University administration. The role of each Director is to provide policy direction related to the FIUREF's mission, to govern the FIUREF, and to advocate on behalf of the University. Each Director should strive to attend each meeting of the Board. In discharging their duties, Directors and committee members shall act in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner they reasonably believe to be in the best interests of the Foundation and the University. The Board, in its discretion (unless required by applicable law or regulations), shall maintain policies and controls addressing real estate due diligence, donor restrictions, conflicts of interest, debt, procurement, commercial transactions, unrelated business income, private benefit, private inurement, public records, open meetings, annual audit, and reporting obligations.

SECTION 7. REMOVAL. An Ex-Officio Director may not be removed so long as they hold their office with the University. An Elected Director may be removed from the Board of Directors in accordance with Section 617.08091 of the Florida Statutes or upon the recommendation of a two-thirds vote of the Board of Directors with the concurrence of the University President and the Chair of the University Board of Trustees, when it is determined to be in the best interest of the FIUREF. A Director's term shall automatically terminate upon death, incapacity, or resignation.

SECTION 8. RESIGNATION. A Director may resign at any time by submitting a written resignation to the Chair, Foundation President and University President.

SECTION 9. VACANCIES. Whenever any vacancy of Directors occurs on the Board of Directors during a term by removal, death, incapacity, resignation or otherwise, the position shall be filled as soon as practicable, without undue delay. An anticipated vacancy may be filled in advance, but the new Director shall not take office until the vacancy occurs.

A. Ex-Officio Director Vacancies. In the case of a vacancy in the positions held by the Chair of the Florida International University Board of Trustees or the University President, their successor shall assume that position as Director upon taking the underlying position. If prior to their vacancy, the Chair or University President named a designee to serve as Ex-Officio Director in their place, then said designee will continue to serve as an Ex-Officio Director until a new designee is named by the newly seated Chair or University President respectively.

B. Elected Director Vacancies. In the case of a vacancy created by any Elected Director, a replacement is not immediately required. Any vacancy that is filled shall be filled through the same review, confirmation, and approval process applicable to the original Elected Director position. Vacancies may not be used to defeat University control or any quorum or voting requirement established for reserved matters.

ARTICLE III. OFFICERS AND ELECTIONS

SECTION 1. COMPOSITION. The officers of the Foundation shall be the Chair, Foundation President, Vice President, Secretary, and Treasurer (the "Officers"). The Chair shall be elected by

the Board of Directors. All officers will be employees of the University. Each Officer shall perform the duties of office in good faith, with reasonable care, and in a manner the Officer reasonably believes to be in the best interests of the Foundation and the University, consistent with Chapter 617, Florida Statutes, as amended, and applicable University policy.

SECTION 2. ELECTION OF OFFICERS. The offices of Foundation President, Vice President, Secretary, and Treasurer shall be filled as set forth in Article IV below.

SECTION 3. TERMS OF OFFICE. Each Chair shall serve for one term of two (2) years beginning on the July 1st following the Annual Meeting at which they were elected. Any person serving as Chair must not serve more than one term as Chair. The terms of the Foundation President, Vice President, Secretary, and Treasurer shall be set forth in Article IV below.

ARTICLE IV. POWERS AND DUTIES OF OFFICERS

SECTION 1. CHAIR. The Foundation Chair (who shall be a Director) shall be the presiding officer of the Foundation and shall exercise oversight of the business of the Foundation. The Chair appoints members of committees, and sees that orders and resolutions of the Board of Directors are executed. The Chair is a member ex officio, with the right to vote, on all committees. The Foundation Chair shall discharge such other duties as may be assigned to him or her by the Board of Directors. In the absence of the Chair at any meeting, the Foundation President will preside.

SECTION 2. FOUNDATION PRESIDENT. The office of Foundation President will be filled by the incumbent of the Director of Real Estate, Division of Finance & Administration. He or she will be appointed to serve as Foundation President for so long as serving in that position. The Foundation President reports to the Senior Vice President and CFO – Division of Finance & Administration as the University President's designee pursuant to FIU Regulation 1502(6). The Foundation President shall serve as the Chief Executive Officer of the Foundation and supervise all of the business and affairs of the Foundation. The Foundation President, the Vice President, or any other Officer of the Foundation authorized by the Board of Directors, may sign all certificates, contracts, deeds, notes, and other documents or legal instruments which the Board of Directors has authorized to be executed. Any signing authority under this Section is subject to the approval thresholds and reserved powers in these Bylaws and applicable University, Board of Trustees, Board of Governors, and State University System requirements.

SECTION 3. **VICE PRESIDENT.** The office of Vice President will be filled by a Foundation or University staff member as determined by the Foundation President, and he or she shall be deemed appointed to serve until removed, no longer employed by the Foundation or University, or a successor is appointed by the Foundation President. In the absence, incapacity, or unavailability of the Foundation President, or during a vacancy in that office, the Vice President shall perform the duties of the Foundation President, subject to the same approval thresholds and reserved powers applicable to the Foundation President under these Bylaws. The Vice President shall discharge such other duties as may be assigned by the Board of Directors or the Foundation President.

SECTION 4. SECRETARY. The office of Secretary will be filled by a Foundation or University staff member as determined by the Foundation President, and he or she shall be deemed appointed to serve until removed, no longer employed by the Foundation or University, or a successor is appointed by the Foundation President. The Secretary, or designee, shall keep full and accurate minutes of all meetings of the Board of Directors and committees in a book provided for that purpose and shall transmit all notices required by the Bylaws of the Foundation. The Secretary shall have custody of the corporate seal of the Foundation. The Secretary may attest to documents signed by the Chair or Foundation President in the name of the Foundation and, when required, shall affix thereto the seal of the Foundation. The Secretary shall have charge of all official records of the Foundation which shall be at all reasonable times open to the inspection of any Director, and shall in general perform all duties incident to the management of the Office of Secretary for the Board of Directors. In the absence or unavailability of the Secretary to attest to the execution of the documents referenced above, the Treasurer of the Foundation is designated to attest to the authority of the Officer or Director and, when required, to affix thereto the seal of the Foundation. The Secretary shall maintain records of required notices, minutes, conflict disclosures, recusals, written consents, committee actions, and approvals necessary to demonstrate compliance with Chapter 617 and Section 1004.28 of the Florida Statutes, Board of Governors regulations, and University requirements.

SECTION 5~~4~~. TREASURER. The office of Treasurer will be filled by a senior member of the University accounting staff, and he or she shall be deemed appointed to serve until removed, no longer employed by the Foundation or University, or a successor is appointed by the Foundation President. The Treasurer shall serve as the Chief Financial Officer of the Foundation and render to the Board of Directors an account and statement of all financial transactions, if any, at the annual meeting of the Board and at other times as the Board may determine. The Treasurer will be responsible for budget preparation, financial statement preparation and presentation, including quarterly expenditure plans, and oversight of internal controls, control of the Foundation's assets, accounting policies and procedures, and other duties deemed necessary by the Board. The Treasurer will prepare an annual budget, quarterly expenditure plans, and financial statements for the Foundation for approval by the Board of Directors. The Treasurer shall cause an annual audit to be made as required by statute and regulation. The Treasurer will serve as the liaison with the Foundation's external auditors. The Treasurer will perform other duties assigned by the Board of Directors or these Bylaws. The Treasurer shall coordinate with the Audit Committee, Foundation President, University finance staff, and independent auditor to support timely preparation of financial statements, audit materials, Form 990, internal control documentation, and reporting required by Section 1004.28 of the Florida Statutes, Board of Governors Regulation 9.011, and University regulation.

SECTION 6~~5~~. OTHER OFFICERS. The Board of Directors may create additional offices and elect such other officers as it may deem necessary or desirable, which officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 7~~6~~. RESIGNATION. An Officer may resign at any time by submitting a written resignation to the Chair and the Foundation President. If the Chair is resigning, he or she shall submit his or her resignation to the Foundation President and the Senior Vice President and CFO

– Division of Finance & Administration. If the Foundation President is resigning, he or she shall submit his or her resignation to the Chair, the University President, and the Senior Vice President and CFO – Division of Finance & Administration.

SECTION 8~~7~~. REMOVAL. The Board of Directors, by affirmative vote of two-thirds (2/3) of the Directors present at a properly noticed meeting of the Board of Directors at which a quorum is present, may remove the Chair whenever in the Board's judgment the interest of the Foundation would be best served, subject to the approval of the Senior Vice President and CFO – Division of Finance & Administration. If the Senior Vice President and CFO – Division of Finance & Administration does not approve the removal, then the officer will continue to serve in the current position. The Senior Vice President and CFO – Division of Finance & Administration may remove any Officer in his or her sole discretion at any time. An Officer's term shall automatically terminate upon death, incapacity, or resignation. For purposes of this Section, any authority of the Senior Vice President and CFO - Division of Finance & Administration is subject to the oversight and ultimate control of the University President or the University President's designee.

SECTION 9~~8~~. VACANCIES. In the event of resignation, removal, death, incapacity, absence, inability, or refusal to act by the Chair ~~or~~ Foundation President or Vice President, the President of the University may appoint any person to perform their respective duties, as provided in these Bylaws. In the event of resignation, removal, death, incapacity, absence, inability, or refusal to act by either the Foundation President, Vice President or Treasurer, then said officer shall be replaced by the new incumbent of the respective underlying position stated in this Article, or, in the case of the Secretary, then that officer shall be replaced by a senior Foundation or University staff member as determined by the Foundation President.

SECTION 10~~9~~. COMPENSATION. The Officers shall receive no special salary or compensation for being officers of the Foundation other than their usual salaries as employees of The Florida International University, if so employed.

ARTICLE V. MEETINGS OF BOARD OF DIRECTORS

SECTION 1. REGULAR & ANNUAL MEETINGS. Regular meetings of the Board of Directors shall be held at least two (2) times per year. One of these regular meetings shall be held in March or April of each year and this meeting shall be known as the "Annual Meeting." The Foundation Chair will establish dates, times, and places for Annual and regular meetings. At the Annual Meeting, the Board of Directors shall elect Directors and Officers as provided in these Bylaws, approve and adopt the Foundation's annual budget for the next fiscal year to be submitted to the University President by May 1st, and shall transact such other business as may be brought before the Board. In the event Directors or Officers are not elected at the Annual Meeting, a special meeting of the Board may be called for that purpose.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the Chair, Foundation President, the Senior Vice President and CFO – Division of Finance & Administration, the University President or designee, or upon written request of a majority of the Board of Directors.

SECTION 3. EMERGENCY MEETINGS. Emergency meetings may be called by the Chair or the Senior Vice President and CFO – Division of Finance & Administration upon as much notice as is reasonably possible but not less than twenty-four (24) hour notice whenever, in the opinion of the Chair or Senior Vice President and CFO – Division of Finance & Administration, an issue requires immediate Board action. The Board may exercise all emergency powers permitted in accordance with Chapter 617, Florida Statutes. Whenever an emergency exists, a majority of the voting Board members present at an emergency meeting shall determine any emergency actions to be taken.

SECTION 4. DATE, TIME, AND PLACE. All Annual and regular meetings of the Foundation and its Directors shall be held at the time and place set by the Foundation Chair and publicly noticed in accordance with Article VII with notice provided via email to all Foundation Directors, Officers, and staff, and posted prominently on the Foundation website. Special Meetings and Emergency Meetings may be held at any date, time, and place designated by the Chair or Senior Vice President and CFO – Division of Finance & Administration. The notice of the time and place of meetings of the Board of Directors shall be given in accordance with Article VII of these Bylaws. Meetings of the Board and committees shall be noticed and conducted in compliance with Section 1004.28, Florida Statutes, Section 286.011, Florida Statutes, Chapter 617, Florida Statutes, these Bylaws, and any applicable University procedures.

SECTION 5. REMOTE PARTICIPATION. The Chair of the Board may permit any or all Directors to participate in an Annual, regular, special or emergency meeting of the Board of Directors by, or through the use of, telephone conference call, video conference, or any other means of electronic communication provided that all Directors and all others in attendance are able to hear and speak to one another contemporaneously. Remote participants who can hear, and be heard by, all other participants, and who have access to any materials distributed to participants shall be considered "present" for purposes described in these Bylaws. The notice of any meeting conducted by electronic communication must state where and how members of the public may gain access to the meeting. Remote participation must preserve contemporaneous public access when required by law and must allow the Foundation to verify attendance, votes, recusals, and actions taken.

SECTION 6. QUORUM AND VOTING. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, a majority of those present may adjourn the meeting from time-to-time without further notice. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws. A majority vote consists of one vote more than one-half (1/2) of the number of votes represented by the Directors who are present at a meeting at which a quorum is present. Notwithstanding the foregoing, no reserved matter involving the annual budget, amendments, debt, guarantees, real property acquisition or disposition, long-term lease, mortgage, pledge, public-private partnership, dissolution, merger, conversion, decertification, or material commercial transaction may be approved unless the action also receives the approval required by these Bylaws, the University President or designee, and if otherwise required, the University Board of Trustees, the Board of

Governors, or other applicable authority. A vacancy, recusal, or committee action may not be used to defeat University control over such reserved matters.

SECTION 7. PRESIDING OFFICER. The Chair, or in his or her absence, the Foundation President, will preside at meetings of the Board of Directors. In the absence of both of these officers from any meeting, the meeting will be run by a Director or Officer designated by the Chair. If there is no designee, then the Senior Vice President and CFO – Division of Finance & Administration may appoint any Director to preside.

SECTION 8. MINUTES. Minutes of all meetings shall be kept by the Secretary, or designee, and submitted to the Board of Directors for review and approval at a future Board meeting. After the minutes have been approved by the Board of Directors, they are to be stored within the Foundation records in accordance with the schedule set by the Florida Secretary of State. Minutes shall reflect all votes, recusals, conflict disclosures, public comments required by law, and approvals or conditions imposed by the University President, University Board of Trustees, Board of Governors, or other approving authority.

SECTION 9. PROXIES. Proxies, general or special, will not be accepted for any purpose at any meeting of the Board of Directors.

ARTICLE VI. COMMITTEES

SECTION 1. AUDIT COMMITTEE. The Board shall maintain an Audit Committee composed of at least three Directors, a majority of whom shall be Ex-Officio Directors or University-approved designees unless otherwise approved by the University President or designee. The Audit Committee shall oversee the annual audit, the independent auditor relationship, internal controls, financial reporting, management letters, corrective action plans, Form 990 review, and conflict-of-interest documentation related to financial matters. The Audit Committee shall meet annually with the independent auditor outside the presence of Foundation management regarding internal controls and the completeness and accuracy of the Foundation's financial statements.

SECTION 2. SPECIAL COMMITTEES. From time to time the Chair of the Board may appoint such special or advisory committees as the Chair of the Board determines to be beneficial for the purpose of advising or assisting the Board. Each such committee shall serve at the pleasure of the Board of Directors or Chair of the Board who may dissolve special committees by majority vote. The Chair of the Board shall appoint all special committee members and chairs.

SECTION 3. AUTHORITY AND COMPOSITION OF COMMITTEES. From time to time, the Board of Directors may adopt additional resolutions, policies, or committee charters governing the authority and responsibilities of any committee. All committees have the authority delegated to them by the Board of Directors as recited in these Bylaws, the approved committee charters, or resolutions of the Board of Directors. Each committee is expected to include members who possess the requisite skill, knowledge and expertise for the committee to accomplish its purpose. A majority of the members of each standing committee shall consist of members of the Board of

Directors, but other individuals who are not Directors or Officers may be added to a committee for their expertise, knowledge or skill. The Chair of the Board shall serve as an ex-officio member of all committees. The Ex-Officio Directors shall also serve as ex-officio members of an Executive Committee, if the committee is active. The Chair of the Board shall appoint all committee members and chairs in accordance with these Bylaws. The Chair may remove any committee member who is not an ex-officio member, whenever in the Chair's judgment the interests of the Foundation would be best served. The Board of Directors may dissolve any committee at any time by resolution adopted with a majority vote. No committee may take final action on a matter reserved to the Board, the University President, the University Board of Trustees, the Board of Governors, or any other governmental authority. Any executive committee or committee with delegated decision-making authority must include sufficient Ex-Officio Directors or University-approved designees to preserve University control.

SECTION 4. CONDUCT OF COMMITTEE MEETINGS. Any committee may meet at such times as may be specified in the applicable committee charter or designated by the Chair of the Board of Directors or the chair of the committee, or upon the written request of the Senior Vice President and CFO – Division of Finance & Administration or any two (2) members of the committee. At the discretion of the committee chair, meetings of committees may be conducted by teleconference, videoconference or through other appropriate electronic communication provided that: (i) all members and all others in attendance are able to hear and speak to one another contemporaneously; (ii) the notice of any meeting conducted by electronic communication states where and how members of the public may gain access to the meeting; and (iii) such meetings comply with these Bylaws and Florida law. A committee member participating in a meeting by this means is deemed to be present in person at the meeting. The Secretary, or designee, shall notice meetings of standing, special, and ad hoc committees in the manner prescribed in Article VII of these Bylaws. A majority of the members of a committee then in office (excluding any vacancies on the committee) constitutes a quorum of the full committee. An action approved by a majority of the committee members present at a meeting of the committee at which a quorum is present constitutes an act of the committee. A majority vote consists of one vote more than one-half (1/2) of the votes cast at a meeting of the committee at which a quorum is present. A majority vote shall be necessary for the adoption of any resolution or recommendation before the committee. If a committee only has three members, then the presence of two of the three members will constitute a quorum, and any action where only two members are present requires an affirmative vote of both members present. No proxies or absentee ballots will be allowed or accepted at any time. All action taken at any committee meeting shall be captured in the minutes kept by the Secretary, or designee, and thereafter approved by the committee at a future committee meeting and submitted to the Board of Directors for approval at a future meeting of the Board. After the minutes have been approved by the Board of Directors, they are to be stored within the Foundation records in accordance with the schedule set by the Florida Secretary of State.

ARTICLE VII. NOTICE OF MEETINGS

SECTION 1. NOTICE REQUIREMENTS. Notice of the date, time and place of regular and special meetings of the Board of Directors (and the applicable telephone number for a meeting by conference call) shall be given by the Secretary, or designee, at least seven (7) days before the meeting, to each Director by personal delivery, electronic mail, or United States mail. Notice of

the time and place of any meetings of a committee of the Board of Directors (and the applicable telephone number for a meeting by conference call) shall be given by the Secretary, or designee, at least seven (7) days before the meeting, to each committee member by personal delivery, electronic mail, or United States mail. Public notice of any meeting of the Board or any committee shall be made by posting notice in a section of the Foundation's website maintained for the purpose of providing public notices of meetings of the Board of Directors and committees. The Foundation shall provide reasonable notice of the date, time, and place of the next scheduled meetings of the Board of Directors and each committee, together with an agenda of the meeting if an agenda has been prepared, as required by Florida law. Except as otherwise expressly required by Florida law or these Bylaws, neither the business to be transacted at, nor the purpose of, any annual, regular, special or emergency meeting of the Board of Directors or any meeting of a committee need be specified in the notice of that meeting or in any waiver of notice.

SECTION 2. EFFECTIVENESS OF NOTICE. Written notice of any meeting of the Board of Directors or any committee of the Board, if such notice is in a comprehensible form, is effective upon the earliest of the following: (a) when received by the Director or committee member; (b) when mailed, if mailed postpaid and correctly addressed to the Director's or committee member's address shown in the Foundation's records; (c) when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Director or committee member has consented to receive notice; (d) when posted on an Internet website that the Director or committee member has consented to consult, upon the later of such correct posting or the giving of a separate notice to the Director or committee member that the notice has been posted; or (e) when correctly transmitted to the Director or committee member, if by any other form of electronic transmission consented to by the Director or committee member to whom notice is given. Consent by a Director or committee member to receive notice by electronic transmission is revocable by the Director or committee member by written notice to the Foundation.

SECTION 3. WAIVER OF NOTICE. Notice of a meeting of the Board of Directors or any committee need not be given to any Director or committee member who signs a waiver of notice before, during, or after the meeting. Attendance of a Director or committee member at a meeting constitutes a waiver of notice of that meeting and waiver of all objections to the time and place of the meeting, and the manner in which it was called or convened, except when the Director or committee member attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened. Business to be transacted at the meeting need not be specified in the notice or waiver, unless specifically required by law or by these Bylaws.

SECTION 4. PUBLIC APPEARANCES. Opportunity for public comment at Board of Director or committee meetings may be permitted by the Chair or chair of a committee respectively. To the extent required by law or permitted by the Chair or chair of a committee, individuals or representatives of groups who desire to appear before the Board of Directors or any committee regarding an item being considered must submit their request in writing to the address or email address noted in the posted notice for the meeting, or for telephonically held meetings, by submitting a public comment form obtained from the Secretary, specifying the agenda item about which they wish to speak at least three working days prior to the start of the meeting. The Chair or the committee chair, in consultation with the Foundation President, and complying with the law,

will determine whether the comment on the item will be heard and when it will be heard, and may require a representative for a group or faction if many members request to be heard. Public comment will be limited to three minutes per person, and the aggregate time for all public comments at a meeting may not exceed fifteen minutes. To the extent permitted by law, the Chair or chair of the committee may decline to hear any matter determined by the Chair or committee chair not to relate to a particular agenda item or that is outside the jurisdiction of the Board of Directors or committee. Any public-comment procedures shall be administered in a viewpoint-neutral manner and may not restrict public comment required by applicable law.

ARTICLE VIII. TRANSACTION OF BUSINESS

SECTION 1. FISCAL YEAR. The fiscal year of the Foundation shall commence on July 1 of each year and end on June 30 of the following year.

SECTION 2. CORPORATE SEAL. The corporate seal shall be in the form approved by the Board of Directors.

SECTION 3. CHECKS AND DRAFTS. Checks or drafts on the funds of the Foundation, if any, shall be signed (electronically) by the Chair or Foundation President, or by any officer or other person with such limitations as may be from time to time designated by resolution of the Board. Authorizations for transfers (including electronic wire transfers), disbursements and withdrawals must be authorized and approved in writing by either the Chair or Foundation President. An electronic mail ("email") may be used in lieu of an actual written signature from the relevant Officer. All disbursements from Foundation funds shall be made in accordance with the approval matrix prior to issuance, and will not require further Board action up to the cap established by the Board. The Foundation shall maintain written internal controls, segregation of duties, documentation standards, approval matrices, and secure electronic authorization procedures for disbursements and transfers. No transaction, purchase, payment, phase, or series of related commitments may be split, staged, or otherwise structured to avoid Board, University, Board of Trustees, Board of Governors, procurement, debt, or real property approval thresholds.

SECTION 4. EXECUTION OF DOCUMENTS. The Chair or Foundation President are authorized to execute in the name of the Foundation, with the Secretary attesting if necessary, all certificates, contracts, deeds, notes, and other documents or legal instruments authorized or issued by the Board of Directors or these Bylaws and complying with all applicable Foundation and University policies, or necessary to effectuate the purposes of the Foundation, provided that any authority involving the Foundation's contracting, debts, financial obligations, or any regulated activities, shall be within thresholds established by the Board of Directors. The Board of Directors may designate other persons to execute certificates, contracts, deeds, notes, and other documents or legal instruments on behalf of the Foundation, but such designation must be in writing and duly approved by the Board of Directors. Documents involving real property acquisition, disposition, lease, easement, mortgage, pledge, lien, financing, debt, guarantee, construction, renovation, public-private partnership, donor-restricted property, regulated activity, or material commercial transaction shall not be executed unless all required Board, University President or designee, University Board of Trustees, Board of Governors, State University System, lender, donor, and governmental approvals have been obtained or expressly conditioned in the document.

SECTION 5. FISCAL AND ACCOUNTING PRACTICES.

(A) Gifts. Gifts and bequests of real property shall be made primarily to the Florida International University Foundation, Inc. (FIU Foundation) unless an exception is approved by the FIU Foundation. Any real property gifts held by the Foundation and made for a specific purpose must be rigorously administered by the Foundation to ensure that such funds are used solely for the purposes prescribed by the donor, and exclusively for the exempt purposes of the Foundation set forth in the Articles of Incorporation and these Bylaws. Before accepting any real property or interest in real property, the Foundation shall, unless previously conducted by the FIU Foundation, conduct appropriate due diligence, which may include title, survey, environmental, zoning, land-use, tax, debt, insurance, donor-restriction, unrelated-business-income, private-benefit, and mission-fit review, and shall obtain any required University approvals.

(B) Annual Budget and Financial Statements. By May 1st of each year, the Foundation shall submit to the University President, for his or her review, approval, and submission and recommendation to the Florida International University Board of Trustees, an annual operating budget for the next fiscal year that has been approved by the Foundation's Board of Directors, which approval may be by special meeting. Each such budget shall include any budgeted expenditures for: (i) construction of physical facilities, (ii) salary supplements, compensation, and benefits to be paid or provided to the University President, faculty, or staff of Florida International University not employed by the Foundation, to the extent that they are to be paid or provided with assets of the Foundation; and (iii) salary supplements, compensation, and benefits to be provided by the Foundation directly to employees of the Foundation. Copies of annual financial statements of the Foundation, including all statements required by Florida Statutes, shall be filed with the University President for his or her review and approval. The annual budget shall also identify material real estate acquisitions, dispositions, leases, development projects, debt service, financing costs, guarantees, public-private partnership transactions, commercial revenue activities, unrelated business income exposure, and material changes to donor-restricted assets or commitments.

(C) Quarterly Expenditure Plans. The Foundation's anticipated expenditures (capital and operating) will be submitted quarterly to the University President no later than the first day of each quarter. The quarterly expenditure plan separately delineates planned actions which would cause a commitment of University resources or which represents a significant commitment of Foundation resources, including (i) major fund raising events and campaigns and their purpose; (ii) compensation and benefits to University employees and Foundation employees; (iii) capital projects, including land acquisition, construction, renovation or repair; and (iv) other major commitments of Foundation resources. All Foundation expenditures shall comply with Florida Board of Governors' Regulation 9.011 and FIU Regulation 1502.

(D) IRS Forms. The Foundation shall annually submit to the University President and University Board of Trustees any IRS adverse IRS correspondence when filed or received, and its IRS tax form 990, and copies of said forms shall be provided by the University to the Board of Governors.

(E) Significant Expenditure Approval. Unless specifically approved by the University Board of Trustees in the Annual Budget, any purchase of goods or services, construction or renovation of facilities or, acquisition, disposition, lease, mortgage, pledge, or development of real property, issuance of debt or guarantees, public-private partnership transactions, or other significant commercial or financial transactions will be approved by the University Board of Trustees in accordance with the thresholds set forth in FIU Regulation 1502, as amended from time to time. No related purchases, contracts, phases, or commitments may be split or structured to evade these threshold approvals.

SECTION 6. CORPORATE RECORDS. The Foundation shall maintain the following records in written form or in another form capable of conversion into written form within a reasonable time: (a) a list of the names of its current Directors and Officers and their business street addresses (or the home address for a Director or Officer if he or she has no business street address); (b) minutes of all meetings of the Board of Directors and each committee of the Board of Directors and records of all actions taken by the Board of Directors; (c) accurate accounting records; and (d) the Foundation's most recent annual report filed with Florida Secretary of State. The Foundation shall also maintain its Articles of Incorporation and amendments, current Bylaws and amendments, written communications to Directors generally within the preceding three years, audited financial statements, IRS exemption applications, determination letters, Forms 990, conflict disclosures, approvals of conflict transactions, deeds, leases, contracts, gift instruments, donor restrictions, title policies, environmental reports, surveys, appraisals, debt documents, and other material records relating to real estate assets or commercial transactions. Records shall be retained in accordance with applicable law, audit requirements, donor restrictions, University retention requirements, and any applicable records-retention schedule.

SECTION 7. AUDIT. The Audit Committee shall arrange for the auditing of the books, records, and accounts of the Foundation by an independent certified public accountant at the close of every Fiscal Year in accordance with accounting principles generally accepted in the United States of America as contained in the applicable AICPA Professional Standards promulgated by the American Institute of Certified Public Accountants, Section 1004.28(5), Florida Statutes, and the rules adopted by the Auditor General pursuant to Section 11.45(8), Florida Statutes, specifically including Chapter 10.700 “Audits of Certain Nonprofit Organizations” (the “Audit Standards”). The identity of donors desiring anonymity shall be protected. The independent certified public accountant shall be issued an engagement letter which provides that the accountant will render his or her opinion on the financial statement and result of the operation. The annual audit and management letter shall be forwarded by the University President to the University Board of Trustees for review and oversight no later than the end of the fourth month following the close of the Foundation 's fiscal year. The Audit Committee shall meet annually with the independent auditor out of the presence of the Foundation’s management about internal controls and the completeness and accuracy of the Foundation’s financial statements. All audit reports required by the Audit Standards, including an expression of an opinion as to the fairness of the presentation of the Foundation’s financial statements under the Audit Standards, shall be presented to the Audit Committee and made available to the Board. The annual audit report shall be submitted, within nine (9) months after the end of the fiscal year, to the Auditor General and the Board of Governors for review. The Board of Governors, the University Board of Trustees, the Auditor General, and the Office of Program Policy Analysis and Government Accountability shall have the authority to

require and receive from the organization or from its independent auditor any records relative to the operation of the organization. The Audit Committee shall oversee the auditor selection and audit process, review the audit report and management letter, monitor any corrective action plan, and report material findings to the Board and University President.

SECTION 8. EMPLOYEES. Employees of the Foundation shall not be considered to be employees of Florida International University or the State of Florida by virtue of their employment by the Foundation. The Foundation shall provide equal employment opportunity to all persons regardless of race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other legally protected group status.

SECTION 9. CONFIDENTIALITY OF DOCUMENTS. Pursuant to Section 1004.28(5), Florida Statutes, all records of the Foundation other than the auditor's report, management letter, and any supplemental data requested by the Board of Governors, the University Board of Trustees, the Auditor General, and Office of Program Policy Analysis and Government Accountability shall be confidential and exempt from the provisions of s.119.07(1), Florida Statutes. The Foundation shall protect the identity of donors who desire anonymity and shall apply confidentiality only to the extent authorized by law, recognizing that auditor reports, management letters, supplemental data required by authorized oversight bodies, records related to the expenditure of state funds, and other records made public by law must be made available as required.

SECTION 10. CONFLICT OF INTEREST POLICY. Directors stand in a fiduciary relationship to the University and the Foundation. Therefore, Directors shall act in good faith, with due regard to the interests of the University and the Foundation. Directors shall comport themselves in accord with the Conflict of Interest Policy adopted by the Board as may be amended from time to time. Each Director shall annually complete and sign a disclosure form as required by said policy. The Foundation shall maintain the highest ethical standards in all of its operations in order to protect and preserve the Foundation's good name, business interests, and relationships with donors and the community at large. The policy shall require annual and transaction-specific disclosures, recusal from deliberation and voting when required, minutes documenting the disclosure and basis for approval, and review under Chapter 617, Florida Statutes, Section 112.313 and Section 112.3143, Florida Statutes, applicable University ethics rules, and federal tax-exemption principles, including private inurement, excess benefit, and more than incidental private benefit. A conflicted transaction may proceed only if it is authorized, approved, or ratified by disinterested Directors or other decision-makers in the manner required by law and is fair to the Foundation and consistent with the University's interests.

SECTION 11. REAL ESTATE AND COMMERCIAL TRANSACTIONS. The Foundation may engage in real estate and commercial transactions only to the extent such transactions are authorized by the Articles of Incorporation, these Bylaws, Section 1004.28, Florida Statutes, Chapter 617, Florida Statutes, Board of Governors regulations, University regulations, and applicable tax-exemption requirements. Before entering into any material transaction, the Foundation shall document the mission-related purpose, required approvals, fair-market-value support or other business terms, conflict review, donor restrictions, tax-exempt and unrelated-

business-income review, financing and debt approvals, insurance and indemnity requirements, environmental and title due diligence, and any required procurement, public-private partnership, or Board of Governors process. The Foundation shall not enter into a transaction that would result in private inurement, more than incidental private benefit, an excess benefit transaction, unlawful gift of public funds or resources, or a diversion of charitable or donor-restricted assets.

ARTICLE IX. RELATIONSHIP WITH THE UNIVERSITY

SECTION 1. GENERAL. The Foundation shall comply with all regulations adopted by The Florida International University Board of Trustees with regard to the operation of direct-support organizations in accordance with Section 1004.28, Florida Statutes. The Foundation shall operate as a certified University direct-support organization and shall maintain its authorization to use University property, facilities, personal services, resources, and name only as permitted by the University President, University Board of Trustees, Board of Governors regulations, and Section 1004.28, Florida Statutes.

SECTION 2. UNIVERSITY RESOURCES AND NAME. The University President shall have the authority and responsibility to monitor and control the use of the University's resources and name, shall review and approve expenditure plans and shall monitor the organization for compliance with federal and state laws. The University President or designee may require corrective action, restrict or condition use of University resources or name, require reports, or recommend decertification if the Foundation's activities are inconsistent with University goals, the best interest of the state, applicable law, or University policy.

SECTION 3. OPERATING BUDGETS. The Foundation's annual budget shall be presented to the University President by May 1st of each year. The University President will then present and recommend the budget to the University Board of Trustees for approval. Thereafter, by the first day of each quarter, the Foundation will provide the University President with quarterly reports of expenditures based on a July 1 Fiscal Year for approval by the University President. Any material variance from the approved budget, material new commitment, new debt, significant real estate transaction, or material commercial activity not included in the approved budget shall be submitted for the additional approvals required by University regulation, Board of Trustees policy, Board of Governors regulation, and these Bylaws before the Foundation becomes bound.

SECTION 4. RESTRICTED CONTRIBUTIONS. No contributions of funds or supplements to support intercollegiate athletics shall be received by the Foundation without approval of the University President. The Foundation shall not give, directly or indirectly, any gift to a political committee for any purpose. Restricted contributions, including real property and related income, shall be accepted, administered, and expended only in accordance with donor intent, applicable law, University policy, and the Foundation's federal tax-exempt purposes. The political committee restriction includes any political committee as defined in Section 106.011, Florida Statutes.

SECTION 5. DECERTIFICATION; RETURN OF UNIVERSITY PROPERTY. If the University Board of Trustees or its designee determines that the Foundation is no longer serving the best interest or mission of the University or that decertification is appropriate, the Foundation shall

provide a complete accounting of assets and liabilities and shall take all reasonable action requested by the University to protect University property, facilities, records, funds, donor restrictions, tax-exempt purposes, and the University's interests.

ARTICLE X. LIABILITY, INDEMNIFICATION, AND INSURANCE

SECTION 1. LIABILITY OF DIRECTORS AND OFFICERS. A Director or Officer of the Foundation shall not be personally liable for any debts, obligations, or liabilities of the Foundation to the extent provided under Section 617.0834, Florida Statutes. This protection shall apply to the fullest extent permitted by Chapter 617, Florida Statutes, as amended and any successor law. Nothing in these Bylaws waives, diminishes, or expands sovereign immunity, statutory caps, or other immunities available to the University, the Foundation, or any Director, Officer, employee, or agent.

SECTION 2. INDEMNIFICATION. Pursuant to Chapter 617, Florida Statutes, including Section 617.0831, Florida Statutes, and Sections 607.0850 through 607.0859, Florida Statutes, to the extent applicable and as amended from time to time, any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the Foundation), by reason of the fact the individual is or was a Director, Officer, or employee of the Foundation shall be indemnified, to the extent permitted by existing or future law, against expenses (including attorneys' fees), liabilities, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the individual in connection with such action, suit, or proceeding, including any appeal thereof, but only if the individual acted in good faith and in a manner the individual reasonably believed to be in, or not opposed to, the best interest of the Foundation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. In the event, however, of a settlement before entry of judgment, the indemnification will apply only upon approval of the Board as being in the best interests of the Foundation. The foregoing right of indemnification is in addition to and not exclusive of other rights to which the person (or person's heirs, executors, or administrators) may be entitled. Indemnification shall not be available to the extent prohibited by Chapter 617 of the Florida Statutes, federal tax law, an applicable insurance policy, these Bylaws, or a final adjudication establishing conduct for which indemnification is not permitted.

SECTION 3. EXCEPTIONS AND LIMITATIONS. The indemnification set forth above does not apply in the case of an action by, or in the right of, the Foundation, if prohibited by law, or if not authorized by the Board of Directors as provided in Section 4 below. Nothing in these Bylaws shall waive or derogate from application or protection of sovereign or other immunity under law or constitution. Any available insurance and immunity shall provide primary protection; however, the indemnification under these Bylaws shall be provided to the indemnified person when he or she is not promptly or adequately protected by insurance or immunity on the condition that the indemnified person first agree in writing to provide, to the extent possible, the Foundation the benefit of the indemnified person's right to insurance coverage or other protection, whether by assignment, cooperation, subrogation, or other means.

SECTION 4. AUTHORIZATION OF INDEMNIFICATION. Any indemnification hereunder shall be made by the Foundation only upon a determination that indemnification of the Director, Officer, or employee is proper in a specific case because the individual has met the standard of conduct set forth in Section 2 above. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or, if such quorum is not obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the action, suit, or proceeding or by a committee comprised of individuals who were not parties to such action, suit, or proceeding where such committee is selected by a majority vote of the full Board of Directors (in which Directors who are parties may participate). If a quorum of disinterested Directors is not available, the determination may be made by independent legal counsel, a committee or panel of disinterested persons, or another method permitted by applicable law.

SECTION 5. INSURANCE. The Foundation shall obtain and maintain throughout its existence reasonable, commercially available director and officer liability insurance in the amount determined reasonable by the Board of Directors, which shall provide coverage to all Officers, Board members, and employees of the Foundation. The Foundation shall obtain and maintain throughout its existence reasonable, commercially available general liability insurance for the Foundation and its Officers, Board members, and employees in an amount determined reasonable by the Board of Directors.

SECTION 6. NO SELF-DEALING. Notwithstanding anything contained in this Article X to the contrary, the Foundation shall not indemnify any person otherwise entitled to such indemnification if such indemnification would constitute "self-dealing" as defined in Section 4941 of the Internal Revenue Code of 1986, as amended. The Foundation also shall not indemnify or make any payment that would constitute private inurement, an excess benefit transaction, more than incidental private benefit, a prohibited dividend or distribution, or any other transaction or payment that could jeopardize the Foundation's status under Sections 501(c)(3) or 509(a)(3) of the Internal Revenue Code or violate Chapter 617, Florida Statutes.

SECTION 7. BONDING. The Foundation may obtain and maintain throughout its existence reasonable, commercially available bonding for all appropriate Officers, Board members, and employees of the Foundation to assure that each such person will faithfully discharge their duties. The Board of Directors may decide by majority vote which Officers, Board members, and employees should be bonded and in what amounts.

ARTICLE XI. AMENDMENTS

The Bylaws of this Foundation may be altered, amended, or repealed by a majority vote of the current Directors of the Foundation at any duly organized meeting at which a quorum is present, subject to final approval by the University President who shall submit the same to the University Board of Trustees for approval prior to becoming effective. Upon statutory enactments, amendments to existing laws or promulgation of rules affecting University direct support organizations by the State of Florida Legislature, Board of Governors, University Board of

Trustees or the University, the Board of Directors shall meet and alter, amend, or repeal any of the Bylaws to remain in conformity with such changes. A special meeting may be held for such purposes. Any amendment requiring amendment of the Articles of Incorporation or a filing with the Florida Department of State shall not be effective until the required filing has been made and become effective. No amendment may reduce University control, eliminate required University or Board of Trustees approvals, permit private inurement or more than incidental private benefit, or cause the Foundation to operate outside Section 1004.28 or Chapter 617 of the Florida Statutes, Board of Governors regulations, University regulations, or federal tax-exemption requirements.

ARTICLE XII. DISSOLUTION, MERGER, CONVERSION, AND DISPOSITION OF ASSETS

The Foundation shall not merge, convert, dissolve, domesticate, transfer, sell, lease, exchange, mortgage, pledge, or otherwise dispose of all or substantially all of its assets, or any material real property or donor-restricted property, except with the prior approval of the Board, the University President, the University Board of Trustees, and any other approval required by Chapter 617, Section 1004.28, Florida Statutes, Board of Governors regulations, University regulations, donor restrictions, bond or debt documents, or federal tax law. Upon dissolution, decertification, merger, conversion, or final liquidation, the Foundation's assets shall be distributed only for one or more purposes consistent with Section 501(c)(3) of the Internal Revenue Code, donor restrictions, and the Foundation's Articles of Incorporation, and, to the maximum extent permitted by law and donor restrictions, to or for the benefit of the University or another University-approved charitable or governmental successor. No charitable, donor-restricted, University, or trust property shall be diverted from its charitable, educational, public, or restricted purpose except as permitted by law.

CERTIFICATION OF ADOPTION

I hereby certify that at a regular meeting of the Board of Directors of The Florida International University Real Estate Foundation, Inc., that the foregoing Bylaws were duly adopted pursuant to Section 617.0206 and Section 1004.28 of the Florida Statutes, as approved by the required majority of the members of the Board of Directors of the Foundation on the ___ day of _____, 2026.

_____ _____

Chair Date

9.011 University Direct Support Organizations and Health Services Support Organizations

(1) University boards of trustees may establish direct support organizations ("DSO") and health services support organizations and certify them to use university property, facilities and personal services. Such support organizations shall be organized and operated to serve the best interests or missions of the university, including a university's research, education and service missions, and may receive, hold, invest, and administer property and make expenditures to or for the benefit of the university or for the benefit of a research and development park or research and development authority affiliated with a university.

(2) Each board of trustees shall establish by regulation conditions with which a support organization must comply in order to use university property, facilities, or personal services and such additional conditions, controls, and requirements for support organizations as each board deems appropriate to provide for budget and audit review and oversight. In addition, the regulation must include the following conditions:

(a) The establishment of appropriate thresholds that delineate when approval by the board of trustees is required for the purchase of goods and services by a DSO.
(b) All debt issued by a DSO is subject to the State University System Debt Management Guidelines and all public-private partnership transactions involving a DSO are subject to the State University System Public-Private Partnership Guidelines.
(c) The establishment of appropriate thresholds that delineate when approval is required by the board of trustees for the acquisition of real property and the construction or renovation of facilities by a DSO.
(d) University personal services used by a DSO are subject to the remuneration requirements set forth in section 1012.976, Florida Statutes.
(e) A DSO is prohibited from using state funds for travel expenses incurred by the DSO.
(f) A DSO is prohibited from giving, either directly, or indirectly, any gift to a political committee as defined in section 106.011, Florida Statutes, for any purpose.

(3) The Director or Chief Executive Officer of the support organization shall report to the University President or designee.

(4) Operating budgets of support organizations shall be prepared at least annually, and approved by the organization's governing board and the university board of trustees. Significant changes in planned expenditures in the approved budget must be reported to the university board of trustees as soon as practicable but no later than the deadline established by a board of trustees.

(5) Support organizations shall provide for an annual audit conducted pursuant to university regulations or policies. The annual audit report shall be submitted to the university board of trustees for review. The audit report shall be submitted to the Board of Governors, and the Auditor General. The university board of trustees or designee, the Board of Governors, the Auditor General, and the Office of Program and Policy Analysis and Government Accountability may require and receive any records relative to the operation of a support organization from the organization or its independent auditors.

(6) Each support organization shall submit its federal Internal Revenue Service application for Recognition of Exemption form (Form 1023) and its federal Internal Revenue Service Return of Organization Exempt from Income Tax form (Form 990) to the university board of trustees or designee at the times required by the applicable regulation or policy of the board of trustees. Copies of such forms shall be provided by each university to the Board of Governors.

(7) As of July 1, 2019, any transfer of a state appropriation to a DSO is limited to funds pledged for capital projects.

(a) This regulation does not prohibit the transfer of non-state funds between university DSOs, or the transfer of non-state funds to the DSO, as long as the original source of funding was not a state appropriation.
(b) A DSO may transfer funds and provide the use of DSO property, facilities or personal services without any charge to the university.
(c) Effective for fiscal 2018-2019, and annually thereafter, each university will report to the Legislature and the Board of Governors all transfers of state funds to each university DSO, using the format and instructions specified by the Chancellor.

(8) A support organization shall provide equal employment opportunities to all persons, regardless of race, color, national origin, sex, religion, age, disability, marital status, veteran status, or any other basis protected by law.

(9) The chair of the university board of trustees shall appoint at least one representative to each DSO board of directors and executive committee (if any). The university president or designee shall also serve on the board of directors and executive committee of each DSO. The university board of trustees shall approve all appointments to any DSO board other than the chair's representative(s) or the president or president's designee. The chair's designee may not be the university president; nor may the chair and president appoint the same person to represent both the chair and the president on any one DSO board.

(10) University boards of trustees shall decertify a support organization if the university board of trustees or designee determines that the organization is no longer serving the best interest or mission of the university and decertification is appropriate. In

decertifying a support organization, the board of trustees shall require an accounting of the organization's assets and liabilities and take such reasonable action as necessary to secure the return of all university property and facilities as requested by the university.

Authority: Section 7(d), Art. IX, Fla. Const., History—Formerly 6C-3.12, 11-18-70, Amended and Renumber 12-17-74, Amended 4-14-76, 6-25-80, 8-11-85, Formerly 6C-9.11, Amended 9-28-86, 2-13-89, 4-10-90, 12-9-91, 8-1-94, 4-16-96, Amended and Renumbered 8-6-09, Amended 11-8-18.

FIU-1502 Direct Support Organizations

1. The President of the University (the "President") may recommend to the Board of Trustees (the "BOT") that an organization meeting the requirements of Florida law pertaining to Direct Support Organizations (a "DSO") be designated a DSO of Florida International University (the "University"). Upon approval by the BOT and the Board of Governors (the "BOG"), a DSO shall be considered to be certified and authorized to use the property, facilities and personal services of the University, subject to the provisions of this regulation.

2. In order to be considered for certification as a DSO, an organization must fulfill the requirements of Florida law pertaining to DSOs, BOG regulations and must have Articles of Incorporation and Bylaws that together:

a. Provide that any amendments to the Articles of Incorporation or Bylaws must be submitted by the President to the BOT for approval prior to becoming effective;

b. Provide that the organization shall provide equal employment opportunities to all persons regardless of race, color, religion, gender, age, disability, marital status, sexual orientation, veteran's status or national origin, or any other basis protected by law;

c. Prohibit the giving, directly or indirectly, of any gift to a political committee as defined in Section 106.011, Florida Statutes; and

d. Provide that an annual budget, which has been approved by its governing board and recommended by the President, is submitted to the BOT for review and approval. Such proposed budget shall be approved by the BOT no later than sixty (60) days after the first day of the fiscal year to which the proposed budget pertains. Each proposed budget shall include therein:

i. Expenditures for the construction of physical facilities; and

ii. Salary supplements, compensation and benefits provided to the President, University faculty, University staff, and DSO employees to be paid with assets of the DSO, which shall be specifically identified.

e. Provide that the University shall have the right to audit the books, records and operations of the organization as the University determines appropriate in the exercise of its oversight.

f. Prepare and submit to the President, no later than the first day of each quarter of the organization's fiscal year, a quarterly expenditure plan that separately delineates planned actions which would cause a commitment of University resources or which represent a significant commitment of the resources of the DSO, including:

i. Major fundraising events and campaigns and their purpose;

ii. Compensation and benefits to University employees and employees of the organization;

iii. Capital projects, including land acquisition, construction, renovation or repair; and

iv. Other major commitments of the resources of the organization.

g. Have a financial audit of its accounts and records to be conducted by an independent certified public accountant after the close of each fiscal year. The audit report shall be submitted by the President to the BOT and the BOG no later than the end of the fourth month following the close of the organization's fiscal year.

i. Audits shall be conducted pursuant to the requirements of the Florida Statutes and in accordance with rules adopted by the Auditor General.

ii. The President shall submit the annual audit report to the Auditor General and the BOG no later than nine (9) months after the close of the organization's fiscal year. A DSO must also submit to the BOG its Federal Internal Revenue Service Application for Recognition of Exemption form and its Federal Internal Revenue Service Return of Organization Exempt from Income Tax form.

h. Provide that the DSO assets be distributed for the benefit of the University as directed by the BOT if the organization is decertified as a DSO.

3. The Chair of the BOT (the "BOT Chair") shall appoint at least one representative to the governing body and, if any, the executive committee, of each DSO. In addition, the President or a designee shall also serve on the governing body and, if any, the executive committee, of each DSO. The BOT shall approve all appointments to the governing body of each DSO, other than the BOT Chair's representative(s) or the President or President's designee. The BOT Chair's designee may not be the President, nor may the BOT Chair and the President appoint the same person to represent both the BOT Chair and the President on the governing body of a DSO.

4. The President may also appoint other members of the University administration, faculty, student body or public to serve on the governing body and, if any, the executive committee, of each DSO for terms designated by the President as provided in the DSO's Articles of Incorporation and/or Bylaws.

5. The President shall have the power to:

a. Monitor and control the use of University resources by the organization;

b. Control the use of the University name by the DSOs; and

c. Monitor compliance of the organization with federal and state laws.

6. The Director or Chief Executive Officer of a DSO shall report to the President or designee, who shall be a Vice President of the University or other Senior Officer reporting directly to the President.

7. Additional Governance Oversight. Subject to any applicable provisions under Florida law, BOG regulations or other University rules or regulations, the following shall apply:

a. Purchases of Goods/Services. Any purchase of goods and services by a DSO, in one or a series of related transactions during a given fiscal year, with a total value:

i. greater than or equal to $500,000 and less than $1,000,000, shall be reported on a quarterly basis to the Finance and Facilities Committee of the BOT (the "Finance Committee").

ii. greater than or equal to $1,000,000 and less than $3,000,000, shall require the prior approval of the Finance Committee and thereafter reported to the BOT; *provided, however,* in the event no regular meeting of the Finance Committee is scheduled within thirty (30) days from the date such approval is requested, any such transaction(s) may be approved by the Chair of the Finance Committee and thereafter, reported to the BOT.

iii. greater than or equal to $3,000,000, shall require the prior approval of the BOT.

b. Real Estate Construction and Renovation.

i. The construction or renovation of facilities by a DSO, in one or a series of related transactions during a given fiscal year, (A) in an amount greater than or equal to $500,000 and less than $2,000,000, shall be reported on a quarterly basis to the Finance Committee; and (B) in an amount greater than or equal to $2,000,000, shall require the prior approval of the BOT.

ii. Any change orders related to a facilities' construction or renovation project undertaken by a DSO, in one or a series of related transactions during a given fiscal year, in an amount greater than or equal to $50,000 and five percent (5%) of the total value of the project, shall require the prior approval of the BOT.

c. Real Estate Leases. Any lease of real property by a DSO (i) with a total value greater than $500,000, (ii) greater than 5,000 square feet, and (iii) with a term longer than 5 years shall require the prior approval of the BOT; *provided, however,* that any lease that does not meet all three requirements stated in (i), (ii), and (iii) but meets at least one of these requirements must be approved by the Finance Committee.

d. Real Estate Acquisitions.

i. Any acquisition of real estate by a DSO (other than the FIU Foundation), in one or a series of related transactions during a given fiscal year, for an aggregate

purchase price (A) less than $2,000,000, shall be reported on a quarterly basis to the Finance Committee; and (B) greater than or equal to $2,000,000, shall require the prior approval of the BOT.

ii. Any acquisition of real estate by the FIU Foundation, in one or a series of related transactions during a given fiscal year, for an aggregate purchase price greater than or equal to $10,000,000, shall require the prior approval of the BOT.

e. To the extent that any University resources are requested and/or required in connection with DSO real estate construction and/or renovation, a DSO real estate lease, or DSO real estate acquisition (whether through a purchase, gift, or otherwise), approval shall be required in accordance with BOT delegated authority requirements to the University.

f. All debt issued by a DSO is subject to the State University System (the "SUS") Debt Management Guidelines, and all public-private partnership transactions involving a DSO are subject to the SUS Public-Private Partnership Guidelines.

g. University personal services used by a DSO are subject to the renumeration requirements set forth in Section 1012.976, Florida Statutes.

h. A DSO is prohibited from using state funds for travel expenses incurred by the DSO.

8. The President may recommend to the BOT that an organization be decertified as a DSO if the President determines that the organization is no longer serving the best interests of the University. The recommendation for decertification shall include a plan for disposition of the organization's assets and liabilities.

9. Other than the auditor's report, management letter, any records related to the expenditure of state funds, and any financial records related to the expenditure of private funds for travel, all records of the organization and any supplemental data requested by the BOG, the BOT, the Auditor General and the Office of Program Policy Analysis and Government Accountability shall be confidential and exempt from Section 119.07(1), Florida Statutes.

Specific Authority Board of Governors Resolution dated January 7, 2003. History–New 5-8-03, Formerly 6C8-6.100, Amended 9-12-08, Amended 9-6-16, Amended 3-6-19.

FIU Board of Trustees

September 17, 2026

Subject: Alignment of the Project Budget for the Helen and Jacob Shaham Academic Medical Center (Project BT-942) from $187,416,851 to $212,383,188

Proposed Action:

Florida International University Board of Trustees authorization to (1) increase the project budget for the Helen and Jacob Shaham Academic Medical Center, Project BT-942 (the "Project"), from $187,416,851 to $212,383,188, the full amount of Public Education Capital Outlay (PECO) funds appropriated to the Project, of which $17,662,449 is for the addition of a shelled eighth floor and its interior build-out for the Herbert Wertheim College of Medicine; (2) ratification of the design, permitting, and long-lead procurement activities undertaken to date on the eighth floor addition under existing delegated authority; and (3) authorization for the University President, or her designee, to execute all documents and take all actions necessary to effectuate the foregoing, including amendments to the construction manager and architect/engineer agreements, if necessary.

Background Information:

Florida Board of Governors Regulation 14.003(1) provides, in relevant part, that each university will prepare an annual Fixed Capital Outlay Budget for all appropriated Fixed Capital Outlay Projects, which must be approved by both the university board of trustees and the Board of Governors and remains in effect for the life of the projects. Upon approval, the revised project budget will be reflected in the University's Fixed Capital Outlay Budget and reported to the Board of Governors.

The Project is currently a seven-story academic health sciences and clinical affiliation facility of approximately 158,500 gross square feet, with an eight-story, 1,200-space parking garage, under construction on the Modesto A. Maidique Campus. It implements the strategic affiliation with Baptist Health South Florida, Inc. approved by the BOT on November 28, 2023 (Agenda Item BT1) and was named the Helen and Jacob Shaham Academic Medical Center by the BOT on April 7, 2026 (Agenda Item BT1). Stantec Architecture Inc. (AE) is the architect and the joint venture of Robins & Morton and Thornton Construction is the construction manager (CM). Demolition began in January 2026, the core and shell permit was issued on May 22, 2026, and the CM

delivered a Guaranteed Maximum Price of $162,000,000 on April 14, 2026, within the construction budget.

The Project is funded entirely with PECO appropriations totaling $212,383,188, which the BOT approved as the Project's total project budget allocation on September 18, 2025 (Agenda Item FF3), and again on June 18, 2026 (Agenda Item FF2):

2023 General Appropriations Act (FY 2023-24)	$ 5,000,000
2024 General Appropriations Act (FY 2024-25)	$100,000,000
2025 General Appropriations Act (FY 2025-26)	$ 53,691,594
2026 General Appropriations Act (FY 2026-27)	$ 53,691,594
Total PECO Appropriated	$212,383,188

When the 2025 General Appropriations Act provided $53,691,594 of the $107,383,188 then remaining, the University adopted a contingency redesign that reduced the facility to seven stories, eliminated two floors intended to be shelled for future build-out, shelled the seventh floor, preserved the clinical program and the 1,200-space parking count, and set a project cost plan of $187,416,851. The 2026 General Appropriations Act completed the Project's State funding, leaving $24,966,337 appropriated to the Project but not committed to that plan. This item would set the project budget at the full appropriation.

The structural design accommodates additional floors, and one of the two floors eliminated in 2025 can be restored while the structure is being erected. Adding it now, while the tower crane and trades are mobilized and the structural steel and elevator procurement packages remain open, avoids a separate mobilization, a new permitting cycle, and disruption to clinical operations in an occupied building. The Herbert Wertheim College of Medicine currently operates from the retrofitted AHC-2 building; the eighth floor would provide approximately 17,000 usable square feet for College administration supporting the joint clinical affiliation and for clinical research, co-located with the clinical operations of Baptist Health South Florida, Inc.

The cost of the eighth floor is estimated at $17,662,449. Shell construction of $11,994,486 consists of the CM's rough order of magnitude of $11,173,686 dated August 7, 2026, architect/engineer services of $608,000 estimated by the AE on August 19, 2026, and an owner soft cost allowance of $212,800. Interior build-out of $5,667,963 is an allowance for approximately 17,000 usable square feet at $250 per usable square foot, together with furniture, fixtures and equipment, technology, and signage. The revised project budget would be:

Current Project Cost Plan	$187,416,851
Eighth Floor – Shell Construction	$11,994,486
Eighth Floor – Interior Build-Out	$5,667,963
Unallocated Appropriation	$7,303,888
Revised Project Budget	$212,383,188

Both components are estimates rather than negotiated prices; the CM's figure is a rough order of magnitude that has not been converted to a Guaranteed Maximum Price. The estimates do not include testing and balancing, any update to the geotechnical report, cost escalations, or design fees for the interior build-out; extended general conditions, crane rental, and hoist rental are priced for two months. The building permit adjustment, plan review by the Board of Governors' Capital Assets Program, and State Fire Marshal review of the added floor are not complete. The balance of $7,303,888 would remain unallocated and available for project contingency. Build-out of the shelled seventh floor is not included in this item, and any amount required in excess of $212,383,188 would be presented to the BOT for further approval.

The CM's Plot Summary Schedule dated August 11, 2026, which incorporates the eighth floor, shows a temporary certificate of occupancy on February 18 through 23, 2028, completion of construction on March 1, 2028, and the milestone the CM designates as substantial completion, readiness for patients, on April 6, 2028, following the Agency for Health Care Administration inspection and final letter of approval. That April 6, 2028, date compares with the December 31, 2027, completion date most recently reported to the BOT. The CM has priced measures intended to permit Baptist Health South Florida, Inc. to begin stocking and training on Floors 1 through 6 in advance of full completion, which will require partial occupancy approvals from the building department and the State Fire Marshal. FIU is confirming with Baptist Health South Florida, Inc. the effect of the revised schedule on the Delivery and Rent Commencement Dates under the Sublease Agreement and will provide an update to the BOT. The schedule reflects the eighth floor as shell; the interior build-out is a subsequent package.

The CM's sequencing constraints were established before this meeting. Its August 7, 2026, letter required the elevator contractor to be released by August 12, 2026, structural plans for the additional columns and shear walls by mid-August 2026, structural steel released for fabrication by September 1, 2026, and columns and shear walls poured to the revised elevation by September 9, 2026. To the extent design, permitting, and long-lead procurement activities for the added floor have proceeded in advance of this authorization, they were undertaken under the University's existing delegated authority and within the currently authorized project budget, and are presented for the BOT's ratification.

Supporting Documentation: Project Budget Sheet – Eighth Floor Addition

Funding Certification Form

Facilitator/Presenter: David H. Snider

BUDGET AMENDMENT REQUEST

Academic Health Sciences and Clinical Partnership Building | Addition of 8th Floor

Project BT-942 | Modesto Maidique Campus, Miami, Florida

PURPOSE

Florida International University (FIU) requests approval to increase the current State appropriation authorization from $187.4 million to $212.0 million to fund the addition of an 8th floor to the Academic Health Sciences and Clinical Partnership Building (Project BT-942), together with full fit-out of that floor for Herbert Wertheim College of Medicine (HWCOM) administrative offices and clinical research space.

All construction work would be incorporated into the existing contract with Robins & Morton / Thornton Construction under a revised GMP.

BACKGROUND

Project BT-942 is a multi-story Academic Health Sciences and Clinical Partnership Building under active construction on the FIU Modesto Maidique Campus. The building supports FIU's academic medical enterprise in partnership with Baptist Health South Florida (BHSF), which will occupy Floors 1, 2, 4, 5, and 6 under a 15-year sublease. Floor 3 is a mechanical interstitial level. Floors 7 and above remain available to FIU for institutional purposes.

The building was designed as a multi-story structure with structural capacity for additional floors. Adding an 8th floor at this stage of construction is technically feasible — and critically — is only feasible now. Structural steel procurement, crane jump operations, and elevator fabrication decisions must be made by early September 2026. Once concrete reaches its planned roof elevation, the opportunity to add a floor cost-effectively is permanently closed.

The case for the 8th floor rests on three pillars:

- Academic mission capacity: HWCOM currently operates from the retrofitted AHC-2 building, which is functionally inadequate for a growing college of medicine. The 8th floor provides approximately 17,000 usable square feet of purpose-built space for college joint clinical affiliate administrative and clinical research coordination — in the same building where its clinical and clinical academic partners operate.
- Cost efficiency: Adding the floor now, while the crane is on-site, trades are mobilized, and steel procurement windows are open, costs approximately $12.0 million in hard and soft construction cost. Adding the same floor after the building is complete is estimated to cost $18 to $22 million and would require a separate mobilization, new permitting cycle, and disruption to Baptist Health clinical operations.
- Appropriation ceiling: The $212 million ceiling already exists. This request deploys authorized funding that would otherwise go unused, eliminating the need for a future supplemental appropriation request to address HWCOM's documented space deficiency.

SCOPE OF WORK

Component 1 — 8th Floor Shell Construction:

Structural steel, concrete columns and shear walls, curtainwall, elevator extensions (passenger and service), 8th floor mechanical/plumbing, electrical, and fire suppression systems, together with all associated temporary works including crane jump, premium trade time, and extended general conditions. Scope per Robins & Morton / Thornton Construction ROM, A/E professional services per Stantec Architecture ROM, covering architecture, structural engineering, MEPFP/T, civil, acoustics, specifications, and waterproofing design, plus construction administration extension, at $608,000, with a 35% soft cost multiplier applied to cover owner contingency, permitting fees, testing, inspections, and miscellaneous owner costs.

Component 2 — Interior Fit-Out (HWCOM Joint Affiliate Initiatives and Clinical Research):

Full interior build-out of approximately 17,000 usable square feet, configured as HWCOM space to support the joint clinical affiliate efforts (approximately 9,000 USF) and clinical research coordination and faculty research space (approximately 8,000 USF). Fit-out cost estimated at $250 per USF based on RSMeans/Gordian benchmarks for Class A medical office interior build-out in the Miami metropolitan area. FF&E, technology infrastructure, and signage are included. No wet lab or specialized research equipment is included in this request.

CONSOLIDATED BUDGET REQUEST

COMPONENT 1 — 8TH FLOOR SHELL CONSTRUCTION	AMOUNT
Structural Steel	$924,415
Concrete Columns, Shear Walls, Deck, Stair #2	$1,193,500
Curtainwall	$1,927,817
Precast	$105,929
Extend Passenger & Service Elevators	$515,375
8th Floor Mechanical / Plumbing	$1,190,788
8th Floor Electrical	$952,630
8th Floor Fire Sprinkler	$71,447
Temporary Roofing, Dry-In, and Temp Cooling	$322,788
Crane Jump and Extended Crane Rental	$468,821
Premium Time for Trades and Elevator OT	$730,097
Indirect Costs (Scaffold, Fireproofing, Drywall, Handrail, etc.)	$524,023
GC General Conditions and Requirements (2 months)	$868,543
Contingency (6%)	$601,660
Contractor Fee, Insurance, and Bond	$544,351
CM Shell Construction ROM — Robins & Morton / Thornton	**$11,173,686**
A/E Professional Services — Stantec Architecture	$608,000
A/E Soft Cost Multiplier (35%: owner contingency, permitting, testing)	$212,800
Total A/E and Soft Costs	**$820,800**
COMPONENT 1 TOTAL — 8TH FLOOR SHELL	**$11,994,486**
COMPONENT 2 — HWCOM INTERIOR FIT-OUT	**AMOUNT**
Administrative Offices (~9,000 USF @ $250/USF)	$2,250,000
Clinical Research / Faculty Research Space (~8,000 USF @ $250/USF)	$2,000,000
FF&E Allowance	$950,000
Technology and Data Infrastructure	$350,000
Signage and Specialty Items	$117,963
COMPONENT 2 TOTAL — INTERIOR FIT-OUT	**$5,667,963**
TOTAL 8TH FLOOR BUDGET REQUEST	**$17,662,449**

APPROPRIATION UTILIZATION

ITEM	AMOUNT
Current Approved Project Budget	$187,416,851
8th Floor Shell Construction (Component 1)	$11,994,486
8th Floor Interior Fit-Out / HWCOM (Component 2)	$5,667,963
TOTAL PROJECT COST AT COMPLETION	**$205,079,300**
State Appropriation Ceiling (Authorized)	$212,000,000
REMAINING APPROPRIATION RESERVE FOR FINAL GMP	**$6,920,700**

The total project cost at completion of $205.1 million remains $6.9 million below the $212 million ceiling. No supplemental appropriation or new legislative authorization is required.

SCHEDULE IMPACT

The construction manager has confirmed that adding the 8th floor shifts the projected substantial completion date from December 31, 2027 to early March 2028 — approximately a 10-week extension. This delay will aim to not affect Baptist Health's opening schedule. Floors 1 through 6 is being explored to be delivered under a partial Certificate of Occupancy by late January 2028, allowing Baptist to begin stocking and training operations on schedule for the Rent Commencement Date.

The following decisions must be made for the opportunity to add the floor at current cost is permanently foreclosed:

- Release TKE (elevator contractor) to revise shop drawings for extended elevator shafts (5-week submittal cycle); this is the hard gate date
- Structural plans for added columns and shear walls required from Stantec
- Release structural steel for fabrication
- Pour concrete columns and shear walls to final elevation
- Release elevators for fabrication

RECOMMENDATION

FIU leadership and the Board of Trustees are requested to authorize the following:

- Approve the budget increase of $17,662,449, utilizing existing State appropriation headroom, to fund the 8th floor shell construction and HWCOM interior fit-out, bringing total authorized project spending to $205,079,300
- Authorize the construction manager (Robins & Morton / Thornton) to proceed including release of TKE for elevator shop drawing revisions
- Authorize Stantec Architecture to proceed with 8th floor design documents under a contract amendment not to exceed $608,000

FIU | FLORIDA INTERNATIONAL UNIVERSITY

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: Increase the Project Budget for the Helen and Jacob Shaham Academic Medical Center (Project BT-942) from $187,416,851 to $212,383,188.

Funding Source(s): Public Education Capital Outlay (PECO).

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:
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David H. Snider, Senior Vice President and Chief Financial Officer — 9/1/2026 Date

Signed by:
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Ryan M. Kelley, Acting General Counsel — 9/8/2026 Date

Jeanette M. Nuñez, President — 9/9/26 Date

FIU Board of Trustees

September 17, 2026

Subject: Early Retirement of FIU Athletics Finance Corporation Indebtedness

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Proposed Action:

Florida International University Board of Trustees' (BOT) (i) approval of the use of unreserved cash from Treasury Operations, a non-athletic auxiliary, in an amount not to exceed $12,500,000, together with FIU Athletics Finance Corporation (AFC) funds held by the trustee, to prepay and fully retire all outstanding external indebtedness of the AFC — consisting of the 2024 Note held by Regions Commercial Equipment Finance, LLC and the Miami-Dade County Industrial Development Authority Revenue Bond, Series 2009A-1, in the aggregate outstanding principal amount of $16,200,600 as of July 31, 2026 — together with accrued interest and any prepayment, make-whole, or yield-maintenance premium and related transaction costs, in accordance with State University System of Florida Board of Governors (BOG) Regulation 9.013(5) Auxiliary Operations; (ii) approval of the forgiveness of the $852,241 intercompany obligation of the AFC to the University, which forgiveness involves no transfer of cash and no increase in the amount authorized under clause (i) above; (iii) authorization to the University President or her designee, in consultation with the Office of the General Counsel, the Office of the Treasurer, and bond counsel, to negotiate and execute such documents, agreements, and instruments as may be reasonably necessary or desirable to accomplish the prepayment and discharge, including any amendment to or waiver of the prepayment restriction applicable to the 2024 Note, the satisfaction and discharge of the trust indenture, and the release of all pledged revenues securing the indebtedness, including the limited pledge of student athletic fees made pursuant to Section 1010.62, Florida Statutes; and (iv) delegation of authority for the University President or her designee to take all further actions and execute all documents as may be necessary to effectuate the matters contemplated herein, including submission to the Chancellor of the Board of Governors of the information required by BOG Regulation 9.013(5)(a)–(c) within fourteen (14) days of BOT approval.

Background Information:

On September 28, 2006, the BOT approved the creation of the FIU Athletics Finance Corporation (AFC) as a dedicated direct-support organization (DSO) to finance, construct, and operate the expansion of the FIU football stadium (now Pitbull Stadium) and related athletic facilities through the issuance of capital improvement revenue bonds secured, in part, by a limited pledge of athletic fees. The AFC is a Florida not-for-profit corporation organized under Chapter 617, Florida

Statutes, certified as a DSO pursuant to Section 1004.28, Florida Statutes, and reported as a discrete component unit of the University. The AFC has no employees; stadium operations are performed by University personnel; and the University collects and remits the AFC's revenues, pursuant to a Memorandum of Understanding dated March 5, 2010. The AFC's remaining substantive function is the administration of the stadium financing and the pledged revenues securing it.

Outstanding Indebtedness. On November 1, 2024, the AFC refinanced its outstanding Miami-Dade County Industrial Development Authority Revenue Bonds, Series 2009A-2, Series 2009A-3, and Series 2009A-4, terminated the related interest rate swap, and entered into a promissory note with Regions Commercial Equipment Finance, LLC. Following the scheduled fiscal year 2025-26 principal payments of $1,985,100, the AFC's remaining obligations are set out below.

Obligation	Holder / Structure	Rate	Final Maturity	Principal at 7/31/2026
2024 Note	Regions Commercial Equipment Finance, LLC — taxable, fixed	5.60%	March 1, 2032	$11,455,600
Revenue Bond, Series 2009A-1	Miami-Dade County Industrial Development Authority — tax-exempt, fixed	3.20%	March 1, 2032	$4,745,000
Total Outstanding Principal		**4.90% (wt. avg.)**		**$16,200,600**

Both obligations are secured by a pledge of substantially all of the AFC's operating and nonoperating revenues, which are generated by the University's Athletics program and transferred to the AFC. The pledged revenues include a limited pledge of student athletic fees — approximately five percent of athletic fee collections, consistent with the annual debt service limitation in Section 1010.62, Florida Statutes — together with Conference USA distributions, football game guarantees, stadium naming rights, suite and premium seating revenues, sponsorship, vending and concession revenues, and related investment earnings. The AFC maintains a debt service reserve fund with the trustee in accordance with the indenture, which totaled $3,272,346 as of July 31, 2026.

Cost of Carry. Absent early retirement, the existing obligations amortize through final maturity on March 1, 2032, requiring approximately $19.2 million of additional debt service, of which approximately $3.0 million is interest, as follows:

Fiscal Year	Principal	Interest	Total Debt Service
2026-27	$2,073,100	$770,107	$2,843,207

Fiscal Year	Principal	Interest	Total Debt Service
2027-28	$2,171,300	$668,049	$2,839,349
2028-29	$2,255,200	$560,638	$2,815,838
2029-30	$2,353,700	$449,043	$2,802,743
2030-31	$2,482,500	$332,359	$2,814,859
2031-32	$4,864,800	$181,208	$5,046,008
Total	**$16,200,600**	**$2,961,401**	**$19,162,001**

Comparative Cost of Funds. The obligations bear a principal-weighted average interest rate of 4.90 percent — 5.60 percent on the taxable 2024 Note and 3.20 percent on the tax-exempt Series 2009A-1 Bond. The FIU Operating Funds pool from which the proposed transfer would be drawn has produced a ten-year weighted average net return of 4.53 percent, as reported by the Office of the Treasurer. The University is therefore paying approximately 37 basis points more to carry the AFC's indebtedness than the cash applied to retire it is expected to earn, and that negative carry continues in each of the five and one-quarter years remaining to final maturity.

Impact on Athletics Operations. The AFC's debt service is funded entirely from revenue streams generated by Intercollegiate Athletics. Approximately $2.8 million of Athletics revenue is diverted annually to the AFC to service the stadium debt, and the pledge encumbers the very revenue categories — media and conference distributions, game guarantees, naming rights, premium seating, and a portion of the student athletic fee — that Athletics must now deploy to meet its competitive obligations. In fiscal year 2024-25, those pledged streams produced $6,820,596 of AFC operating revenue, comprising $1,250,473 of student athletic fee support, $1,208,483 of Conference USA distributions, $1,094,000 of stadium naming rights, $800,000 of football game guarantees, $1,149,827 of event and stadium rental revenue, $540,000 of sponsorship revenue, and $777,813 of suite, ticket, concession, and royalty revenue. Retirement of the indebtedness returns the portion of those receipts now committed to debt service — approximately $2.8 million annually — to Intercollegiate Athletics. Conference USA has established a minimum institutional contribution for name, image, and likeness (NIL) and revenue sharing of approximately $2.67 million per institution annually, or approximately $8.0 million over three years. Retirement of the debt releases the pledge, unencumbers those revenues, and permits the redirection of approximately $2.8 million annually to student-athlete support and to deferred facility renewal across baseball, softball, soccer, basketball, volleyball, beach volleyball, and football. Retirement of the debt also removes restrictions on private business use of the stadium associated with the outstanding tax-exempt obligation, expanding the University's ability to generate third-party event and rental revenue from the facility.

Regulatory Authority. On November 6, 2025, BOG formally adopted amendments to Regulation 9.013 Auxiliary Operations following the emergency amendment authorized on June 18, 2025. As amended, subsection (5) provides that, for the fiscal years ending June 30, 2025, through June

30, 2028, "the use of unreserved cash, not to exceed $22.5 million annually, from a non-athletic auxiliary, may be utilized for athletics by each university board of trustees, as a transfer or a loan." The University proposes to apply this authority to a non-reimbursable transfer of unreserved cash from Treasury Operations for the purpose of extinguishing the AFC's external indebtedness.

The BOT has previously exercised this authority twice: on November 20, 2025, approving the use of $8.25 million of unrestricted auxiliary funds over fiscal years 2025-26 through 2027-28 in support of NIL and revenue sharing; and on June 18, 2026, approving the forgiveness, effective June 30, 2026, of the $9,054,788.79 combined intracompany loan balance between the University and FIU Intercollegiate Athletics. Together with the $2,875,000 previously committed for fiscal year 2026-27 under the November 20, 2025 action, the transfer proposed herein would bring fiscal year 2026-27 utilization to not more than $15,375,000, or approximately 68 percent of the $22.5 million annual cap established by BOG Regulation 9.013(5).

Sources and Uses. The AFC holds funds with the trustee that are available to be applied against the obligations they secure. Applying those funds first reduces the required University transfer, as follows.

Uses	Amount
Outstanding principal on July 31, 2026	$16,200,600
Prepayment / make-whole premium and transaction costs	To be negotiated
Total Uses	**$16,200,600 plus premium and costs**
Sources	**Amount**
AFC debt service reserve fund held with the trustee	$3,272,346
AFC pledged-revenue surplus held with the trustee	$1,700,000
Transfer of unreserved cash from Treasury Operations (not to exceed $12,500,000)	Balance required
Total Sources	**$16,200,600 plus premium and costs**

The 2024 Note does not permit voluntary prepayment prior to 2029. The Office of the Treasurer is negotiating with the lender for a waiver of that restriction. A waiver will require payment of a prepayment premium. The amount of that premium is subject to negotiation with Regions Bank. Because the final premium will not be fixed until closing, the requested approval establishes a not-to-exceed transfer amount of $12,500,000, and the University will transfer only the amount actually required to discharge the obligations in full. Upon conclusion of those negotiations, the Chair of the Board of Trustees, or the Chair's designee, will be advised of the negotiated premium and final transfer amount. The approval of the Chair or the Chair's designee is not

required. Should the lender decline to waive the restriction on acceptable terms, the University will retire the Series 2009A-1 Bond, which is prepayable, and return to the BOT with a revised recommendation as to the 2024 Note.

Breakeven Analysis. Measured on a present value basis at the 4.53 percent ten-year weighted average net return described above, with trustee-held funds at an assumed money-market rate, early retirement of the indebtedness is net present value positive before any prepayment premium. Because the premium is paid at closing, each dollar of premium reduces that advantage dollar for dollar, and there is a premium above which early retirement would no longer be accretive on a present value basis. The Office of the Chief Financial Officer has quantified that threshold and will negotiate within it. The objective of the Office of the Treasurer in negotiating the waiver is elimination of the premium, in which case early retirement is accretive on a present value basis as well as on operating grounds.

Intercompany Obligation to the University. In addition to its external indebtedness, the AFC carries an obligation to the University in the amount of $852,241, reported as a noncurrent liability in the AFC's audited financial statements. The balance originated in 2014, when the AFC remitted $3,500,000 to Regions Bank in connection with the stadium financing, of which $2,500,000 was funded from the Athletics fund and the remaining $1,000,000 was advanced by the University and recorded as a due-to/due-from balance; that balance was subsequently reduced by payments from the AFC in December 2016 and January 2017. Any repayment by the AFC would be made from the same AFC funds that are applied to the retirement under Sources and Uses above. Requiring repayment would therefore reduce by $852,241 the AFC funds available for the retirement and increase the transfer required from Treasury Operations by the same amount, producing no net change in cash. Forgiveness of the obligation accordingly involves no movement of cash and no increase in the transfer authorized herein. For accounting purposes, the University will record a non-cash bad debt expense of $852,241 in the auxiliary activity that funded the original advance, and the AFC will recognize a corresponding amount as revenue. Because the forgiveness extinguishes a balance owed to the University by a direct-support organization, BOT approval is requested, consistent with the BOT's June 18, 2026 approval of the forgiveness of the intracompany loan balance between the University and FIU Intercollegiate Athletics.

Source-Fund Reserves Disclosure. Consistent with BOG Regulation 9.013(5)(a) and the BOG's reserves framework under BOG Regulation 9.018, the unreserved cash reserves available in the non-athletic auxiliary source before and after the proposed transfer are summarized below.

> Treasury Operations: unreserved cash reserves of approximately $49.0 million before the transfer and approximately $36.5 million following the transfer.

Treasury Operations will retain sufficient current revenues and unreserved cash balances to cover all of its expenditures, including debt service payments, required reserves, and other

current debt requirements. The Office of the Treasurer has confirmed, and will obtain confirmation from the Division of Bond Finance, that the proposed transfer does not violate any bond covenant, will not have a material impact on the University's current credit rating, and will not negatively affect any non-athletic auxiliary enterprise. To the extent the funds utilized include student fees or payments, the University will document the disclosure to students required by BOG Regulation 9.013(5)(c).

Financial Impact. Retirement of the AFC's indebtedness will (i) extinguish $16,200,600 of external debt and avoid approximately $2,961,401 of remaining interest expense through final maturity; (ii) release the pledge of Athletics revenues, including the limited athletic fee pledge, and free approximately $2.8 million annually for redeployment within Athletics; (iii) eliminate the AFC's negative unrestricted net position, which was $(3,307,653) as of June 30, 2025; (iv) eliminate the ongoing trustee, continuing-disclosure, and indenture administration associated with the retired obligations; (v) eliminate the negative carry described above, the obligations bearing a 4.90 percent weighted average rate against a 4.53 percent ten-year weighted average net return on the University's Operating Funds pool; and (vi) extinguish the $852,241 intercompany obligation of the AFC to the University, without any transfer of cash. The transfer is a one-time, non-recurring use of unreserved auxiliary cash and creates no continuing obligation of the source auxiliary. The AFC's negative unrestricted net position reflects a balance-sheet mismatch rather than a cash deficiency: the University owns the stadium, and the AFC holds only a prepaid leasehold interest that amortizes to zero, while the indebtedness that financed the facility remains on the AFC's books. The AFC held $5,703,234 of cash and investments at June 30, 2025 and has satisfied every scheduled debt service payment.

Continuing Purpose and Oversight of the AFC. The AFC was organized for the specific purpose of financing the stadium. It has no employees, its operations are administered by University staff under the March 5, 2010 Memorandum of Understanding, and its revenues are generated and collected by the University. Retirement of the indebtedness does not alter the AFC's corporate existence or its certification as a direct-support organization. Following the discharge, the University will evaluate the AFC's continuing purpose, governance, and oversight and will present its recommendation to the BOT at a future meeting. No action with respect to the certification, corporate status, or dissolution of the AFC is requested by this item.

Implementation. Upon BOT approval, and within ninety (90) days thereafter, the University will execute the prepayment and discharge of the 2024 Note (except as otherwise noted in the prior section titled "Sources and Uses") and the Series 2009A-1 Bond; obtain the trustee's satisfaction and discharge of the trust indenture and the release of all pledged revenues and reserve funds; confirm with bond counsel the federal tax treatment of the redemption of the tax-exempt Series 2009A-1 Bond; account for and transfer to the University any funds remaining with the trustee following the discharge; record the forgiveness of the intercompany obligation in the accounting records of the University and of the AFC; and report completion of the discharge to the Finance and Facilities Committee.

Reporting and Compliance. Within fourteen (14) days of BOT approval, the University will submit the supporting information required by BOG Regulation 9.013(5)(a)–(c) to the Chancellor of the Board of Governors. Consistent with BOG Regulation 9.013(6), the multi-year intercollegiate athletics budget previously approved by the BOT remains in effect and will be updated to reflect the elimination of AFC debt service. The University will continue to provide the annual reporting required by BOG Regulation 9.013(7), including the accounting of funds utilized and the plan for elimination of the $22.5 million allowance by the end of fiscal year 2027-28. Because this action permanently removes approximately $2.8 million of annual debt service from the Athletics revenue base rather than subsidizing recurring operations, it directly advances the reduction in reliance on non-athletic auxiliary support contemplated by BOG Regulation 9.013(7)(c).

Supporting Documentation:	FIU Athletics Finance Corporation Remaining Amortization Summary — Office of the Treasurer FIU Athletics Finance Corporation Financial Statements and Independent Auditors' Report, Fiscal Year 2024-25 State University System of Florida Board of Governors Regulation 9.013 Auxiliary Operations Three-Year Intercollegiate Athletics Operating Budget (as previously approved by the FIU Board of Trustees)
Facilitator/Presenter:	David H. Snider

Summary of Remaining Amortization - AFC Stadium Loan

Date	Principal	Interest	Total Payment	Balance Outstanding
9/1/2026		199,182		16,200,600
12/1/2026		198,760		16,200,600
3/1/2027	2,073,100	198,338	2,271,438	14,127,500
6/1/2027		173,827		14,127,500
Total FY 27	**2,073,100**	**770,107**	**2,843,207**	**14,127,500**
				-
9/1/2027		173,827		14,127,500
12/1/2027		173,461		14,127,500
3/1/2028	2,171,300	173,461	2,344,761	11,956,200
6/1/2028		147,300		11,956,200
Total FY 28	**2,171,300**	**668,048**	**2,839,348**	**11,956,200**
				-
9/1/2028		147,300		11,956,200
12/1/2028		146,993		11,956,200
3/1/2029	2,255,200	146,687	2,401,887	9,701,000
6/1/2029		119,657		9,701,000
Total FY 29	**2,255,200**	**560,638**	**2,815,838**	**9,701,000**
				-
9/1/2029		119,657		9,701,000
12/1/2029		119,411		9,701,000
3/1/2030	2,353,700	119,164	2,472,864	7,347,300
6/1/2030		90,810		7,347,300
Total FY 30	**2,353,700**	**449,042**	**2,802,742**	**7,347,300**
				-
9/1/2030		90,810		7,347,300
12/1/2030		90,626		7,347,300
3/1/2031	2,482,500	90,442	2,572,942	4,864,800
6/1/2031		60,480		4,864,800
Total FY 31	**2,482,500**	**332,359**	**2,814,859**	**4,864,800**
				-
9/1/2031		60,480		4,864,800
12/1/2031		60,364		4,864,800
3/1/2032	4,864,800	60,364	4,925,164	-
6/1/2032		-		
Total FY 32	**4,864,800**	**181,207**	**5,046,007**	**-**
	16,200,600	**2,961,401**	**19,162,001**	

Internal Use

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)

FINANCIAL STATEMENTS

JUNE 30, 2025 AND 2024

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)
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JUNE 30, 2025 AND 2024

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INDEPENDENT AUDITORS' REPORT

Board of Directors,
FIU Athletics Finance Corporation:

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of FIU Athletics Finance Corporation (the Corporation), a direct support organization and component unit of Florida International University, as of and for the years ended June 30, 2025 and 2024, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as of June 30, 2025 and 2024, and the changes in financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and GAS, we:

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

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

Required Supplementary Information

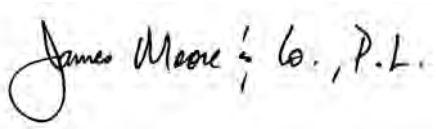
Accounting principles generally accepted in the United States of America require that management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the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

Disclaimer of Opinion on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information as listed in the table of contents, which is the responsibility of management, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2025, on our consideration of the Corporation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Corporation's internal control over financial reporting and compliance.



Gainesville, Florida
October 22, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 2025 AND 2024

Management's discussion and analysis (MD&A) provides an overview of the financial position and activities of FIU Athletics Finance Corporation (the "AFC") for the fiscal years ended June 30, 2025, 2024 and 2023, and should be read in conjunction with the financial statements and notes thereto. The MD&A, financial statements, and notes thereto are the responsibility of management.

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

FINANCIAL HIGHLIGHTS

The AFC's assets increased by 1.7% as compared to the prior year primarily due to an increase in investments offset by a decrease in prepaid rent.

The AFC entered into a loan agreement in the current year in which proceeds were to issue new debt and were used to pay for the swap termination fee and other refinancing costs. Therefore, there were no deferred outflows of resources nor deferred inflow of resources at June 30, 2025.

The AFC's liabilities decreased by 2.1% as compared to the prior year due to the payment of principal on the bonds payable offset by an increase in due to Florida International University.

As a result, the AFC's net position, which represents the excess of total assets and deferred outflows of resources over total liabilities and deferred inflows of resources, increased by $914 thousand.

The AFC's operating revenues increased 12.2% as compared to prior year primarily driven by new stadium naming rights revenue offset with lower game guarantee revenue in the current year.

The AFC's operating expenses increased 2.8% as compared to prior year. Major components of operating expenses include amortization of prepaid rent, professional services, and security services.

OVERVIEW OF FINANCIAL STATEMENTS

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

THE STATEMENTS OF NET POSITION

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

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

	June 30,		
	2025	**2024**	**2023**
Assets			
Current assets	$ 6,112,239	$ 4,643,470	$ 5,221,612
Noncurrent assets	12,168,663	13,337,968	14,496,905
Total assets	18,280,902	17,981,438	19,718,517
Deferred outflows of resources	-	131,400	146,418
Liabilities			
Current liabilities	4,535,714	3,099,406	3,102,486
Noncurrent liabilities	17,052,841	18,941,316	20,976,525
Total liabilities	21,588,555	22,040,722	24,079,011
Deferred inflows of resources	-	293,319	179,954
Total net position	$ (3,307,653)	$ (4,221,203)	$ (4,394,030)

TOTAL ASSETS

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

	June 30, 2025	June 30, 2024	June 30, 2023
Cash	$ 232,433	$ 227,415	$ 919,354
Investments	2,322,047	1,001,208	448,420
Suites and ticket sales receivable	201,440	197,160	144,320
Due from Florida International University	2,035,662	1,896,888	2,389,742
Prepaid rent and other	10,340,566	11,644,791	12,947,851
Restricted investments	3,148,754	3,013,976	2,868,830
Total assets	$ 18,280,902	$ 17,981,438	$ 19,718,517

Total assets as of June 30, 2025 increased $299,464 or 1.7%, as compared to prior year. Investments and due from Florida International University increased in the current year. Prepaid rent decreased due to the recognition of annual rent expense in the current year.

TOTAL DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

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

	June 30, 2025	June 30, 2024	June 30, 2023
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amount on debt refundings	$ -	$ 131,400	$ 146,418
Total deferred outflows of resources	$ -	$ 131,400	$ 146,418
DEFERRED INFLOWS OF RESOURCES			
Accumulated increase in fair value of hedging derivatives	$ -	$ 293,319	$ 179,954
Total deferred inflows of resources	$ -	$ 293,319	$ 179,954

TOTAL DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES (CONTINUED)

The AFC utilized interest rate swap contracts to mitigate interest rate risk. The change in the fair value of the interest rate swap is directly attributable to changes in interest rates. The deferred outflows and inflows of resources reflect the corresponding increase/decrease in the fair value of hedging derivatives, in alignment with the hedge accounting guidelines stipulated in GASB Statement No. 53. During fiscal year ended June 30, 2025, the interest rate swap was terminated, and as a result, the related deferred outflows and inflows of resources were fully eliminated. As of June 30, 2024, the deferred outflows and inflows of resources totaled $131,400 and $293,319, respectively.

TOTAL LIABILITIES

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

	June 30,		
	2025	**2024**	**2023**
Accounts payable	$ 120,814	$ 104,970	$ 35,233
Accrued interest payable	12,749	71,356	27,367
Due to Florida International University	3,017,477	1,707,362	1,952,257
Due to Florida International University Foundation Inc.	13,020	-	-
Bonds payable	5,345,000	19,360,000	21,090,000
Notes payable	12,840,700	-	-
Unearned revenue	238,795	242,960	209,870
Derivative liability - interest rate swap	-	554,074	764,284
Total liabilities	$ 21,588,555	$ 22,040,722	$ 24,079,011

Total liabilities as of June 30, 2025 decreased $452,167, or 2.1%, as compared to prior year. This change is mainly attributable to the payment of principal on the bonds payable offset by an increase in due to Florida International University and notes payable in the current year.

On November 1, 2024, the AFC refinanced their bonds payable and entered into a loan agreement with a taxable fixed interest. As part of this refinance, the AFC paid the swap termination fee. The new loan agreement is reflected as notes payable in the statements of net position.

NET POSITION

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

	June 30,		
	2025	2024	2023
Unrestricted	$ (3,307,653)	$ (4,221,203)	$ (4,394,030)
Total net position	$ (3,307,653)	$ (4,221,203)	$ (4,394,030)

Net position represents the residual interest in the AFC's assets and deferred outflow of resources after deducting liabilities and deferred inflow of resources. Total net position as of June 30, 2025 increased by $913,550, or 21.6%, as compared to prior year. The increase in net position is mainly attributable to higher operating revenues.

Net position is reported in one classification: unrestricted. Unrestricted net position reflects assets that are not restricted for any purpose and are available for current operations.

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

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

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

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

	June 30,		
	2025	2024	2023
Operating revenues	$ 6,820,596	$ 6,080,638	$ 5,552,506
Operating expenses	3,135,459	3,049,207	2,907,800
Operating income	3,685,137	3,031,431	2,644,706
Net nonoperating expenses	(621,104)	(647,080)	(654,062)
Transfers to Florida International University	(2,150,483)	(2,211,524)	(2,388,010)
Change in net position	913,550	172,827	(397,366)
Net position - beginning of year	(4,221,203)	(4,394,030)	(3,996,664)
Net position - end of year	$ (3,307,653)	$ (4,221,203)	$ (4,394,030)

OPERATING REVENUES

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

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

	June 30,		
	2025	**2024**	**2023**
Athletic support	$ 1,250,473	$ 1,206,080	$ 1,176,607
NCAA conference payments	1,208,483	1,411,527	1,088,010
Stadium naming rights	1,094,000	-	-
Game guarantees	800,000	1,750,000	350,000
Event revenues	704,117	292,939	464,660
Sponsorship revenues	540,000	455,500	450,000
Other operating revenues	1,223,523	964,592	2,023,229
Total operating revenues	$ 6,820,596	$ 6,080,638	$ 5,552,506

Total operating revenues increased $739,958, or 12.2%, as compared to prior year. Operating revenues are primarily made up of athletic support, NCAA conference payments and stadium naming rights.

The increase in operating revenues is primarily attributable to a new, 10-year football stadium naming rights and sponsorship agreement recognizing $1,094,000 of stadium naming rights revenue in the current year. Athletic support from student fees slightly increased due to higher than anticipated student credit hour enrollment. There was also an increase in event revenues due to an increase in stadium rentals in the current year. These increases were offset by a decrease in NCAA Conference USA football-related distributions and game guarantee revenues received during the current year.

Other operating revenues increased $258,930, or 26.8%, as compared to the prior year. Other operating revenues are comprised of rental income, suite revenues, ticket sales, general concession and vending commissions, merchandise royalties and contributions.

For more detailed information, see the supplemental schedules in the supplemental information section of the financial statements.

OPERATING EXPENSES

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

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

	June 30,		
	2025	**2024**	**2023**
Amortization of prepaid rent	$ 1,304,083	$ 1,304,083	$ 1,304,083
General operations	942,041	975,559	797,276
Football operations	571,976	540,593	546,079
Event operations	317,359	228,972	260,362
Total operating expenses	$ 3,135,459	$ 3,049,207	$ 2,907,800

Total operating expenses increased $86,252, or 2.8%, as compared to prior year. Operating expenses are comprised of amortization of prepaid rent, general, football, and event operations.

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

General operations include expenses related to the up-keep and maintenance of the stadium. Expenses in this category include utilities, materials and supplies, professional services, and repairs and maintenance. General operations expenses were slightly lower when compared to prior year due to various repairs and maintenance upgrades done to enhance the stadium completed in the prior year.

Football operations include direct expenses related to home football games. AFC had six home games in the current year. The increase in football operations is attributable to an increase in the areas of security and custodial expenses. Overall, football operations expenses were slightly higher in the current fiscal year as compared to the prior year due to these home game expenses.

Event operations include all direct expenses related to any special events, which are defined as non-FIU home football games. These special events can include sporting events, meetings, or conferences. The increase in event operations is due to more external events held at the stadium in the current year, including a high-profile music concert.

For more detailed information, see the supplemental schedules in the supplemental information section of the financial statements.

NONOPERATING REVENUES AND EXPENSES

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

	June 30,		
	2025	2024	2023
Interest income	$ 224,192	$ 223,405	$ 169,288
Interest expense and fiscal charges	(845,296)	(870,485)	(823,350)
Net nonoperating expenses	$ (621,104)	$ (647,080)	$ (654,062)

Total net nonoperating expenses were level when compared to the prior year.

TRANSFERS TO FLORIDA INTERNATIONAL UNIVERSITY

During the fiscal years ended June 30, 2025 and 2024, transfers to Florida International University represented $2,150,483 and $2,211,524, respectively. These transfers are reflected in the statement of revenues, expenses and changes in net position and represent surplus funds returned to the University.

DEBT ADMINISTRATION

On November 1, 2024, the AFC entered into a loan agreement with Regions Bank to facilitate the refinancing of the AFC's outstanding Miami-Dade County Industrial Development Authority Revenue Bonds. The proceeds from this refinance were used to pay the swap termination fee and other costs associated with the refinance. As a result of this transaction, there was a decrease of $14,015,000, or 72.4%, in bonds payable and an increase of $12,840,700, or 100.0%, in notes payable.

Additional information about the AFC's bonds and notes payable is presented in notes to the financial statements.

ECONOMIC FACTORS THAT WILL AFFECT THE FUTURE

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

REQUESTS FOR INFORMATION

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

BASIC FINANCIAL STATEMENTS

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)
STATEMENTS OF NET POSITION
JUNE 30, 2025 AND 2024

	2025	2024
ASSETS		
Current assets		
Cash	$ 232,433	$ 227,415
Investments	2,322,047	1,001,208
Suites and ticket sales receivable	201,440	197,160
Due from Florida International University	2,035,662	1,896,888
Prepaid rent and other	1,320,657	1,320,799
Total current assets	6,112,239	4,643,470
Noncurrent assets		
Restricted investments	3,148,754	3,013,976
Prepaid rent	9,019,909	10,323,992
Total noncurrent assets	12,168,663	13,337,968
Total assets	18,280,902	17,981,438
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amount on debt refundings	-	131,400
Total deferred outflows of resources	-	131,400
LIABILITIES		
Current liabilities		
Accounts payable	120,814	104,970
Accrued interest payable	12,749	71,356
Due to Florida International University, current portion	2,165,236	855,120
Due to Florida International University Foundation, Inc.	13,020	-
Notes payable, current portion	1,385,100	-
Bonds payable, current portion	600,000	1,825,000
Unearned revenue	238,795	242,960
Total current liabilities	4,535,714	3,099,406
Noncurrent liabilities		
Due to Florida International University	852,241	852,242
Derivative liability - interest rate swap	-	554,074
Notes payable, less current portion	11,455,600	-
Bonds payable, less current portion	4,745,000	17,535,000
Total noncurrent liabilities	17,052,841	18,941,316
Total liabilities	21,588,555	22,040,722
DEFERRED INFLOWS OF RESOURCES		
Accumulated increase in fair value of hedging derivatives	-	293,319
Total deferred inflows of resources	-	293,319
NET POSITION		
Net position		
Unrestricted	(3,307,653)	(4,221,203)
Total net position	$ (3,307,653)	$ (4,221,203)

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

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024

	2025	2024
Operating revenues		
Athletic support	$ 1,250,473	$ 1,206,080
NCAA conference payments	1,208,483	1,411,527
Stadium naming rights	1,094,000	-
Game guarantees	800,000	1,750,000
Event revenues	704,117	292,939
Sponsorship revenues	540,000	455,500
Rental income	445,710	247,687
Suite revenues	347,160	297,900
Ticket sales	284,547	299,995
General concessions and vending commissions	73,089	70,391
Merchandise royalties	73,017	48,619
Total operating revenues	6,820,596	6,080,638
Operating expenses		
Amortization of prepaid rent	1,304,083	1,304,083
Professional services	449,074	509,326
Security services	351,097	308,122
Custodial and janitorial	318,822	283,485
Utilities	244,281	223,138
Materials and supplies	297,999	190,585
Repairs and maintenance	144,007	189,995
Rental of equipment	20,460	27,916
Banking fees	5,575	12,496
Other operating expenses	61	61
Total operating expenses	3,135,459	3,049,207
Operating income	3,685,137	3,031,431
Nonoperating (expenses)		
Interest income	224,192	223,405
Interest expense and fiscal charges	(845,296)	(870,485)
Total nonoperating expenses	(621,104)	(647,080)
Transfers to Florida International University	(2,150,483)	(2,211,524)
Change in net position	913,550	172,827
Net position, beginning of year	(4,221,203)	(4,394,030)
Net position, end of year	$ (3,307,653)	$ (4,221,203)

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

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024

	2025	2024
Cash flows provided by operating activities		
Operating receipts	$ 6,673,377	$ 6,553,743
Payments to Florida International University	(417,987)	(162,369)
Payments to vendors	(74,410)	(1,757,912)
Net cash provided by operating activities	6,180,980	4,633,462
Cash flows used in capital and related financing activities		
Transfers to Florida International University	(2,150,483)	(2,211,523)
Principal payments on notes payable	(1,327,100)	-
Principal payments on bonds payable	(580,000)	(1,730,000)
Interest paid	(887,097)	(908,323)
Net cash used in capital and related financing activities	(4,944,680)	(4,849,846)
Cash flows provided by (used in) investing activities		
Proceeds from sale and maturity of investments	7,998,590	8,929,766
Purchase of investments	(9,454,206)	(9,627,703)
Interest income received	224,334	222,382
Net cash (used in) investing activities	(1,231,282)	(475,556)
Net decrease in cash and cash equivalents	5,018	(691,938)
Cash and cash equivalents, beginning of year	227,415	919,354
Cash and cash equivalents, end of year	$ 232,433	$ 227,415
Reconciliation of operating income to net cash provided by operating activities:		
Operating income	$ 3,685,137	$ 3,031,431
Adjustments to reconcile operating income to net cash provided by operating activities:		
Change in assets and liabilities:		
(Increase) decrease in:		
Suites and ticket sales receivable	(4,280)	(52,840)
Prepaid rent and other	1,304,083	1,304,083
Due from Florida International University	(138,774)	492,854
Increase (decrease) in:		
Accounts payable	15,844	69,738
Unearned revenue	(4,165)	33,090
Due to Florida International University Foundation, Inc.	13,020	-
Due to Florida International University	1,310,115	(244,894)
Total adjustments	2,495,843	1,602,031
Net cash provided by operating activities	$ 6,180,980	$ 4,633,462
Non-cash investing and financing activities		
Change in fair value of hedging derivatives	$ 293,319	$ (113,365)
Change in deferred amount on debt refunding	$ 131,400	$ 15,017
Amortization of derivative liability	$ 847,394	$ 96,845
Swap termination fee and debt issuance costs paid from loan proceeds	$ 732,800	$ -

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

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

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

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

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

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

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

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

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

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

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

(f) **Derivative financial instruments and fair value measurements—**The Athletics Finance Corporation entered into an interest rate swap agreement to reduce its exposure to market risks from changing interest rates. The interest rate swap was terminated in November 2024.

(g) **Income taxes**—The Organization is a not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code and as such is subject to federal income taxes only on unrelated business income. There were no income taxes resulting from unrelated business income during the years ended June 30, 2025 and 2024.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management has analyzed the tax positions taken and has concluded that as of June 30, 2025, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. If the Organization were to incur an income tax liability in the future, interest and penalties would be reported as income taxes. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Athletics Finance Corporation's income tax returns for the past three years are subject to examination by tax authorities, and may change upon examination.

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

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

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

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

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

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

(m) **Pronouncements issued**—The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. The Organization has not currently determined what, if any, impact the implementation of the following will have on the Organization's financial statements.

GASB issued Statement No. 103, *Financial Reporting Model Improvements*, in April 2024. The objective of GASB 103 is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing an entity's accountability. The provisions in GASB 103 are effective for fiscal years beginning after June 15, 2025.

GASB issued Statement No. 104. *Disclosure of Certain Capital Assets*, in September 2024. GASB 103 seeks to provide users of government financial statements with essential information about certain types of capital assets. The provisions in GASB 104 are effective for periods beginning after June 15, 2025.

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

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

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

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

At June 30, 2025 and 2024, $5,470,801 and $4,015,184, respectively, were held in these accounts. The Athletics Finance Corporation believes that the number, diversity and financial strength of the issuers mitigate the credit risks associated with all investments.

(3) **Investments:**

Investments are made in accordance with the Trust Indenture dated as of December 1, 2009 (the "trust indenture"). The Organization invests in the Fidelity Institutional Money Market Government Portfolio – Class III Fund (Fidelity Money Market Fund). This is a money market fund seeking to provide current income consistent with stability of principal by investing in a portfolio of short-term, U.S. treasury and government securities. These investments include repurchase agreements collateralized fully by U.S Treasury and government securities. The Fund limits its investment to those that would enable it to qualify as a permissible investment for federally chartered credit unions. Investments are made in accordance with the trust indenture between the Miami-Dade County Industrial Development Authority and Regions Bank, as trustee. This transaction is further described in Note 5. The investments were reported at amortized cost of $5,470,801 and $4,015,184 as of June 30, 2025 and 2024, respectively, which is generally the equivalent of fair value.

(a) **Credit risk**—Credit risk is the risk that an issuer of securities in which the Fund invests may default on the payment of interest or principal on the securities when due, which would cause the Fund to lose money. At June 30, 2025 and 2024, the money market mutual fund investments were rated AAAm by Standard & Poor's.

(b) **Concentration credit risk**—All of the investments at June 30, 2025 and 2024 are held with Regions Trust and are invested in money market funds. According to the bond indenture, the Organization can invest the bond proceeds in these investment vehicles; there are no stated limitations on the amount that can be invested in any one issuer. The short term nature of the investments is due to liquidity needs, since those funds are being used for operating expenses and debt service payments.

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

The Fidelity Money Market Fund prices of fixed-income securities generally fall when interest rates rise. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The money market mutual fund WAM at June 30, 2025 and 2024 was 25 and 30 days, respectively, while the weighted average life (WAL) was 75 and 79 days at June 30, 2025 and 2024, respectively.

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

Debt activity for the years ended June 30, 2025 and 2024, is as follows:

	Balance July 1, 2024	Additions	Deletions	Payments	Balance June 30, 2025	Due Within One Year
2024 Note	$ -	$ 14,167,800	$ -	$ 1,327,100	$ 12,840,700	$ 1,385,100
Revenue Bond (Series 2009A-1)	19,360,000	732,800	(14,167,800)	580,000	5,345,000	600,000
	$ 19,360,000	$ 14,900,600	$ (14,167,800)	$ 1,907,100	$ 18,185,700	$ 1,985,100

	Balance July 1, 2023	Additions	Additions	Payments	Balance June 30, 2024	Due Within One Year
2024 Note	$ -	$ -	$ -	$ -	$ -	$ -
Revenue Bond (Series 2009A-1)	$ 21,090,000	$ -	$ -	$ 1,730,000	$ 19,360,000	$ 1,825,000
	$ 21,090,000	$ -	$ -	$ 1,730,000	$ 19,360,000	$ 1,825,000

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

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

On December 21, 2016, the Athletics Finance Corporation entered into four amendments to the trust indenture between Miami-Dade Authority and the Trustee which authorized the reissuance of the Series 2009A Bonds through the issuance of four separate series of bonds. The first amendment authorized the reissuance of $9,000,000 Series 2009A-1 Bond. The interest rate on the Series 2009A-1 Bonds (fixed component) shall be at a rate equal to 2.8% per annum. The second, third and fourth amendments (variable component) authorized the reissuance of separate series of the Series 2009A Bonds in a principal amount of $8,400,000 (Series 2009A-2), $8,400,000 (Series 2009A-3) and $4,200,000 (Series 2009A-4), respectively. The interest rates on these Series 2009A bonds shall be at a rate equal to the sum of 63.7% of three-month SOFR plus 1.52% (1.40% plus 0.12% term SOFR adjustment). The term SOFR adjustment is based on the difference between the LIBOR rate and the SOFR rate at the time of the conversion and is used to ensure that the variable component of the loan continues to be synthetically fixed at the agreed upon rate.

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

On June 1, 2023, the Miami-Dade County Industrial Development Authority, as the Conduit Issuer, amended the 2009A Trust Indenture to reflect the termination of the LIBOR and the adoption of the SOFR as the loan's reference rate. The SOFR rate index was adopted by the Alternative Reference Rates Committee (ARRC) as the replacement rate index to the LIBOR. The ARRC is under the oversight of the Federal Reserve Board. Regions Bank modified the swap agreement to reflect the change in the Trust Indenture. The variable component of the loan is synthetically fixed at 5.0%.

On November 1, 2024, the Athletics Finance Corporation refinanced the outstanding Miami-Dade County Industrial Development Authority Revenue Bonds Series 2009A-2, Series 2009A-3 and Series 2009A-4 (Refunded Bonds) and paid the swap termination fee related to the Refunded Bonds and other costs associated with refinance. The net proceeds from the Refunding Bonds were $13,435,000. The Athletics Finance Corporation entered into a promissory note agreement for $14,167,800 with Regions Commercial Equipment Finance LLC with a taxable fixed interest of 5.6% and a maturity date of March 1, 2032 (2024 Note). Principal payments for the note began on March 1, 2025. Interest payments are made on a quarterly basis.

The 2024 Note and the Revenue Bond Series 2009A-1 are both secured by operating and nonoperating revenues. The 2024 Note is reported as notes payable and the Revenue Bond Series 2009A-1 is reported as bonds payable in the statements of net position.

Total principal on the notes payable and bonds payable at June 30, 2025 was $12,840,700 and $5,345,000, respectively. The total principal on the bonds payable at June 30, 2024 was $19,360,000.

The Athletics Finance Corporation has funded a debt service reserve fund in accordance with the bond indenture requirement of maintaining an amount equal to the maximum allowable debt service on the bond in the current and any future fiscal year. This debt service reserve fund totaled $3,148,754 and $3,013,976 as of June 30, 2025 and 2024, respectively, and is presented in restricted investments.

The aggregate maturities of these bonds as of June 30, 2025 are as follows:

For the Year Ending June 30,	Principal	Interest	Total Principal and Interest
2026	$ 600,000	$ 151,739	$ 751,739
2027	630,000	134,705	764,705
2028	665,000	117,140	782,140
2029	675,000	97,942	772,942
2030	705,000	78,779	783,779
2031-2032	2,070,000	96,056	2,166,056
Total	$ 5,345,000	$ 676,361	$ 6,021,361

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

The aggregate maturities of this note as of June 30, 2025 are as follows:

For the Year Ending June 30,	Principal	Interest	Total Principal and Interest
2026	$ 1,385,100	$ 699,688	$ 2,084,788
2027	1,443,100	621,310	2,064,410
2028	1,506,300	539,612	2,045,912
2029	1,580,200	454,224	2,034,424
2030	1,648,700	364,774	2,013,474
2031-2032	5,277,300	420,715	5,698,015
Total	$ 12,840,700	$ 3,100,323	$ 15,941,023

(5) **Derivative Financial Instruments:**

(a) **Objectives**—As a means to lower its borrowing costs and increase its savings, the Organization entered into an interest rate swap agreement in connection with its $30,000,000 2009A Miami-Dade County Industrial Development Authority Revenue Bond issuance (Refunding Bonds). The intention of the swap agreement was to synthetically fix the interest rate on the bonds to 5.0%.

(b) **Terms**—On December 22, 2009, Athletics Finance Corporation entered into an interest rate swap agreement to hedge the floating rate on $21,000,000 of the principal amount of the Series 2009A Bonds. This represents the fixed portion of the tax-exempt bonds payable mentioned in Note 4 above. Under the swap agreement, the Athletics Finance Corporation agrees to pay a fixed rate of 3.48% and receive a variable rate equal to 63.7% of three-month SOFR. The swap agreement has a maturity date of March 1, 2033. In November 2024, the AFC entered into a Loan Agreement with Regions Commercial Equipment Finance LLC which facilitated the refinancing of the outstanding Miami-Dade County Industrial Development Authority Revenue Bonds. The proceeds from the loan were used to pay the swap termination fee in the amount of $613,000 and other costs associated with the refinancing in the amount of $119,800.

(c) **Fair value**—The Athletics Finance Corporation swap had a derivative liability of $0 and $554,074 at June 30, 2025 and 2024, respectively, as reported in the statements of net position. The negative fair value was determined using a mark-to-market value and represents the closing mid-market values. It was classified in Level 2 of the fair value hierarchy at June 30, 2024.

As of June 30, 2025 and 2024, the fair value of the Series 2007A ineffective interest rate swap was $0 and $847,394, respectively. This interest rate swap was terminated when the bonds were refunded in November 2024. Therefore, there is no associated fair value of the ineffective Series 2007A interest rate swap.

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

The synthetic instrument method evaluates the effectiveness by quantitative approach by combining the hedgeable item and the potential hedging derivative instrument to simulate a third synthetic instrument. A potential hedging derivative instrument is effective if its total variable cash flows substantially offset the variable cash flows of the hedgeable item. The Organization determined that it met the criteria of the synthetic instrument method during the period the Athletic Finance Corporation had the interest rate swap. Since the interest rate swap was terminated in November 2024, there is a zero balance reflected as deferred inflows of resources at June 30, 2025. The amount reflected as fair value of the effective interest rate swap at June 30, 2024 was $293,319. This accounting treatment reflects the changes in fair values of the hedging derivative instrument, in alignment with the hedge accounting guidelines stipulated in GASB Statement No. 53.

(d) **Credit risk**—As of June 30, 2025, the Athletics Finance Corporation was not exposed to credit risk because the interest rate swap was terminated.

(e) **Basis risk**—Basis risk arises when different indexes are used in connection with a derivative. Since the interest rate swap was terminated, there is no basis risk.

(6) **Unearned Revenues:**

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

The following schedule presents sales commitments under suite agreements and ticket sales that expire on June 30, 2030:

For the Year Ending June 30,	Amount
2026	$ 238,795
2027	48,460
2028	36,300
2029	36,300
2030	11,980
Total	$ 371,835

(7) **Related Party Transactions:**

(a) **Related party revenues**—In accordance with the Memorandum of Understanding dated March 5, 2010; the University manages stadium-related activities, collects revenues on behalf of the Athletics Finance Corporation, and remits revenues timely as required under the existing trust indenture. For the years ended June 30, 2025 and 2024, the Athletics Finance Corporation received revenue for athletic support, NCAA conference payments, stadium naming rights, game guarantees, ticket sales, sponsorship revenues, suite revenue, contributions, rental income, and other operating revenues.

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

The total of these revenues was $6,820,596 and $6,080,638 in 2025 and 2024, respectively. As of June 30, 2025 and 2024, the Athletics Finance Corporation had amounts due from Florida International University related to these revenues of $2,035,662 and $1,896,888, respectively.

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

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

For the Year Ending June 30,	Amount
2026	$ 1,304,083
2027	1,304,083
2028	1,304,083
2029	1,304,083
2030	1,304,083
2031-2033	3,803,577
Total	$ 10,323,992

Reconciliation of the Statement of Net Position to the Lease Commitment	2025	2024
Current prepaid rent	$ 1,304,083	$ 1,304,083
Noncurrent prepaid rent	9,019,909	10,323,992
Total prepaid rent	10,323,992	11,628,075
Other assets	16,574	16,716
Total prepaid rent and other	$ 10,340,566	$ 11,644,791

As of June 30, 2025 and 2024, construction draws amounting to $31,937,211 have been paid by the University to various contractors. The prepaid rent has been amortized by $1,304,083 in both years.

(c) **Transfers to Florida International University**—As of June 30, 2025 and 2024, transfers to Florida International University totaled $2,150,483 and $2,211,524, respectively. These transfers are reflected in the statements of revenues, expenses and changes in net position and represent surplus funds returned to the University pursuant to Section 6.04 (b) (viii) of the Trust Indenture dated December 1, 2009.

SUPPLEMENTARY INFORMATION

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)
SUPPLEMENTAL SCHEDULE
FOR THE YEARS ENDED JUNE 30, 2025
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2024)

	General AFC	Football Operations	Event Operations	2025	2024
Operating revenues					
Athletic support	$ 1,250,473	$ -	$ -	$ 1,250,473	$ 1,206,080
NCAA conference payments	1,208,483	-	-	1,208,483	1,411,527
Stadium naming rights	1,094,000	-	-	1,094,000	-
Game guarantees	800,000	-	-	800,000	1,750,000
Event revenues	-	-	704,117	704,117	292,939
Sponsorship revenues	540,000	-	-	540,000	455,500
Rental income	-	-	445,710	445,710	247,687
Suite revenues	-	347,160	-	347,160	297,900
Ticket sales	-	284,547	-	284,547	299,995
General concessions and vending commissions	-	69,813	3,276	73,089	70,391
Merchandise royalties	73,017	-	-	73,017	48,619
Total operating revenues	4,965,973	701,520	1,153,103	6,820,596	6,080,638
Operating expenses					
Amortization of prepaid rent	1,304,083	-	-	1,304,083	1,304,083
Professional services	238,853	153,543	56,678	449,074	509,326
Security services	-	198,653	152,444	351,097	308,122
Custodial and janitorial	165,558	47,864	105,400	318,822	283,485
Utilities	244,281	-	-	244,281	223,138
Materials and supplies	135,850	161,681	468	297,999	190,585
Repairs and maintenance	144,007	-	-	144,007	189,995
Rental of equipment	7,856	10,235	2,369	20,460	27,916
Banking fees	5,575	-	-	5,575	12,496
Other operating expenses	61	-	-	61	61
Total operating expenses	2,246,124	571,976	317,359	3,135,459	3,049,207
Operating income	2,719,849	129,544	835,744	3,685,137	3,031,431
Nonoperating revenues (expenses)					
Interest income	224,192	-	-	224,192	223,405
Interest expenses and fiscal charges	(845,296)	-	-	(845,296)	(870,485)
Total nonoperating expenses	(621,104)	-	-	(621,104)	(647,080)
Transfers to Florida International University	(2,150,483)	-	-	(2,150,483)	(2,211,524)
Change in net position	$ (51,738)	$ 129,544	$ 835,744	$ 913,550	$ 172,827

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

FIU ATHLETICS FINANCE CORPORATION
(A DIRECT SUPPORT ORGANIZATION)
SUPPLEMENTAL SCHEDULE
FOR THE YEARS ENDED JUNE 30, 2024

	General AFC	Football Operations	Event Operations	2024
Operating revenues				
Game guarantees	$ 1,750,000	$ -	$ -	$ 1,750,000
NCAA conference payments	1,411,527	-	-	1,411,527
Athletic support	1,206,080	-	-	1,206,080
Sponsorship revenues	455,500	-	-	455,500
Ticket sales	-	299,995	-	299,995
Suite revenues	-	297,900	-	297,900
Event revenues	-	-	292,939	292,939
Rental income	-	-	247,687	247,687
General concessions and vending commissions	-	67,358	3,033	70,391
Merchandise royalties	48,619	-	-	48,619
Total operating revenues	4,871,726	665,253	543,659	6,080,638
Operating expenses				
Amortization of prepaid rent	1,304,083	-	-	1,304,083
Professional services	271,149	172,986	65,191	509,326
Security services	-	220,287	87,835	308,122
Custodial and janitorial	164,258	44,372	74,855	283,485
Utilities	223,138	-	-	223,138
Materials and supplies	105,372	85,213	-	190,585
Repairs and maintenance	189,995	-	-	189,995
Rental of equipment	9,090	17,735	1,091	27,916
Banking fees	12,496	-	-	12,496
Other operating expenses	61	-	-	61
Total operating expenses	2,279,642	540,593	228,972	3,049,207
Operating income	2,592,084	124,660	314,687	3,031,431
Nonoperating revenues (expenses)				
Interest income	223,405	-	-	223,405
Interest expenses and fiscal charges	(870,485)	-	-	(870,485)
Total nonoperating expenses	(647,080)	-	-	(647,080)
Transfers to Florida International University	(2,211,524)	-	-	(2,211,524)
Change in net position	$ (266,520)	$ 124,660	$ 314,687	$ 172,827

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

REPORTING SECTION

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

Board of Directors,
FIU Athletics Finance Corporation:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of FIU Athletics Finance Corporation (the Corporation), a direct support organization and component unit of Florida International University, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements, and have issued our report thereon dated October 22, 2025.

Report on Internal Control over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

James Moore & Co., P.L.

Gainesville, Florida
October 22, 2025

9.013 Auxiliary Operations

(1) Auxiliary services are integral activities of a university that furnish to its faculty, staff, and students goods and/or services that are necessary or desirable but not readily available elsewhere in terms of costs, quality, quantity, timeliness, convenience, or other similar considerations. These activities shall support the educational endeavor of the institution and enhance its functioning; therefore, they shall not detract or distract from this basic endeavor in any way, financially or otherwise.

(2) Each auxiliary service is an individual entity and shall be accounted for as such. A service may be operated by the institution or by a private contractor under the institution's supervision. Under either arrangement, all pertinent institutional revenues and costs shall be assigned to each auxiliary and the consequent financial results of operations determined.

(3) There shall be a uniform system of financial reporting within the State University System for auxiliary services. Each institution may determine whether its auxiliary services will be self-supporting on an individual or collective basis, except for athletics, which shall be a self-supporting entity. The use of unreserved cash from a non-athletic auxiliary may be considered for athletics by the university board of trustees and approved by the Board of Governors. The Board of Governors will consider this on a case-by-case basis, taking into consideration the unique facts and circumstances surrounding each situation. The university administration should provide, at a minimum, the following information to the university board of trustees for its consideration, and subsequently to the Board of Governors, so that a transparent and informed decision can be made:

(a) the specific non-athletic auxiliary the funds are coming from, the amount of the proposed transfer, and the amount of reserves available;
(b) justification that the use of unreserved cash from the non-athletic auxiliary will benefit the broader student body or campus community;
(c) if the supporting non-athletic auxiliary has outstanding debt, verification that the funds to be used are unreserved cash balances and that sufficient current revenues exist to cover all expenditures, including, but not limited to, debt service payments and required reserves;
(d) assurance by the university, with confirmation, not to be unreasonably withheld by the Division of Bond Finance, that such transfer does not violate any bond covenants; and
(e) in the event the non-athletic auxiliary revenues to be transferred include student fees or payments, documentation that a disclosure has been made to students that non-athletic auxiliary revenues which include student fees or payments will be transferred to athletics.

(4) Proposed expenditures from the various auxiliary funds shall be reflected in annual budgets filed with the Board of Governors.

(5) Notwithstanding Section 3 above, beginning with fiscal year ending June 30, 2025 and going through fiscal year ending June 30, 2028, the use of unreserved cash, not to exceed $22.5 million annually, from a non-athletic auxiliary, may be utilized for athletics by each university board of trustees, as a transfer or a loan. The university should ensure that funds utilized under this provision do not have a material impact on the university's current credit rating or negatively impact any non-athletic auxiliary enterprise. The university administration should provide, at a minimum, the following information to the university board of trustees for its consideration, and subsequently submit the information to the Chancellor within 14 days of board of trustees approval, so that a transparent and informed decision can be made:

(a) the specific non-athletic auxiliary being utilized, the amount of the related transfer(s), and the amount of reserves available in each source before and after such transfer;
(b) if any individual non-athletic auxiliary utilized has outstanding debt, verification, with confirmation, not to be unreasonably withheld by the Division of Bond Finance, that the funds to be used are unreserved cash balances and that sufficient current revenues exist to cover all expenditures, including, but not limited to, debt service payments, required reserves, or any other current debt requirements; and
(c) in the event a non-athletic auxiliary to be utilized includes student fees or payments, documentation that a disclosure has been made to students that non-athletic revenues, which include student fees or payments, will be utilized by athletics.

(6) If a university utilizes funds from a non-athletic auxiliary, each university board of trustees, pursuant to their powers and duties stated in Regulation 1.001, shall develop and approve a multi-year athletic budget to ensure the viability of university athletic programs and success of their student athletes.

(7) Beginning January 2026, universities shall annually provide the following information to their university board of trustees and the Chancellor:

(a) an accounting of the funds utilized in section (5), including the amount expended and how the funds were utilized.
(b) If the university provides a loan to athletics under these provisions, the university shall report on the status of any loan repayment.
(c) By June 22, 2026, each university shall provide the Chancellor a two-year plan showing how the university intends to address the elimination of the $22.5

million allowance from non-athletic auxiliary funds in its athletic department by the end of fiscal year 2028.

(8) Revenues for auxiliary services shall not be provided from general revenue supported budget entities except in payment of goods and/or services. Provided, however, auxiliary services may be housed in buildings that are financed by other sources.

Authority: Section 7(d), Art. IX, Fla. Const., Section 1011.47 Florida Statutes; History—Formerly BOG Rule 6C-3.14 and 6C-9.13, 3-4-74, 12-17-74, 8-29-77, 9-8-77, 8-11-85, 1-8-86, 4-10-86, 11-20-08, Amended 6-22-2023, 6-18-25, 11-6-25.

FIU Board of Trustees

November 20, 2025

Subject: Approval of Unrestricted Auxiliary Funds to Support Intercollegiate Athletics for FY 2025-26 to FY 2027-28

Proposed Action:

Florida International University Board of Trustees (BOT) approval to use $8.25 million of unrestricted auxiliary funds over the period fiscal year 2025-26 through fiscal year 2027-28 in support of FIU Athletics and in accordance with State University System of Florida Board of Governors (BOG) Regulation 9.013(5) *Auxiliary Operations*. This total includes $2.5 million previously approved by the BOT on June 12, 2025, for name, image, and likeness (NIL) support in fiscal year 2025-26 and aligns with Conference USA's minimum institutional contribution toward NIL and revenue sharing.

Background Information:

The House v. NCAA settlement was approved on June 6, 2025. Starting July 1, 2025, universities now share revenue directly with student athletes and must provide backpay to former athletes.

On June 18, 2025, the Florida Board of Governors (BOG) authorized an emergency amendment to Regulation 9.013 *Auxiliary Operations*, permitting State University System institutions to allocate unreserved cash from non-athletic auxiliary operations in support of intercollegiate athletics. Subsequently, on November 6, 2025, the BOG formally adopted the regulation amendment through the standard regulatory procedure, as the 90-day limit for the emergency regulation had lapsed.

Key amendments to BOG Regulation 9.013(5) *Auxiliary Operations* are as follows:

- A systemwide annual cap of $22.5 million will be in effect for three fiscal years, concluding on June 30, 2028.
- There will be no material effect on the financial stability of the participating auxiliary operations or their debt service obligations.
- Universities are required to obtain approval from their Board of Trustees before sending the justification to the Chancellor of the BOG; this submission must take place within 14 days after the BOT has given its approval.

In October 2025, Conference USA required each university to make a significant, minimum investment over three years through 2028-29 for NIL and revenue sharing, aiming to boost competitiveness in college sports.

The University intends to allocate unreserved auxiliary funds from Treasury Operations and the Office of Business Services. Treasury Operations will contribute $6.0 million, resulting in a reduction in cash reserves from $36.9 million to $30.9 million due to this commitment. Likewise, the

Office of Business Services will provide $2.25 million, with its reserves decreasing from $4.79 million to $2.54 million. Treasury Operations and the Office of Business Services will make yearly cash transfers as follows:

	Treasury Operations	Office of Business Services
FY 2025-26	$2,000,000	$500,000
FY 2026-27	$2,000,000	$875,000
FY 2027-28	$2,000,000	$875,000

FIU Athletics will use the funds in support of NIL and revenue sharing for the following sports:

Football	Softball
Men's Basketball	Men's Soccer
Women's Basketball	Women's Soccer
Baseball	Volleyball

FIU will provide annual updates to the Board of Trustees and report to the BOG as required under Regulation 9.013(7)(a), including the amount expended and how the funds were utilized.

Additionally, as required by BOG Regulation 9.013(7)(c) FIU Athletics will develop a long-term sustainability plan to reduce reliance on auxiliary support and strengthen independent revenue growth.

Supporting Documentation: Three-year Intercollegiate Athletics Budget

Board of Governors Regulation 9.013 Auxiliary Operations

Facilitator/Presenter: David H. Snider

University
Financial Summary
Intercollegiate Athletics

(In thousands of dollars)	Requested Budget 2025-26	Preliminary Budget 2026-27	Preliminary Budget 2027-28
Revenues			
Athletics Fee	24,344	24,799	25,055
Waivers	(725)	(728)	(729)
Rent	200	200	200
Sales of Goods & Services	25	25	25
DSO Reimbursements	2,644	2,777	2,915
Other Operating Revenue	5,008	5,509	6,060
Non Operating Revenue	1,266	1,266	1,266
Bad Debt	(207)	(211)	(213)
Total Revenues	**$ 32,555**	**$ 33,637**	**$ 34,579**
Expenses			
Salaries and Benefits	13,687	14,098	14,521
Other Personal Services	1,516	1,546	1,577
Other Expenses	16,162	16,810	17,089
Student Financial Aid	2,932	3,182	3,432
Operating Capital Outlay	92	92	92
Debt Service Interest	172	164	157
Total Operating Expenses	**$ 34,560**	**$ 35,891**	**$ 36,866**
Net Operating Income	**$ (2,004)**	**$ (2,254)**	**$ (2,288)**
Investments	73	73	73
Principal Payment of Debt	-		
Operational Transfers			
Construction Projects	-		
Institutional Transfers	1,951	2,326	2,326
Change in Net Position	**$ 20**	**$ 145**	**$ 112**
Net Position			
Beginning Net Position	(8,053)	(8,033)	(7,888)
BOT Approved Long Term Loan	9,433	9,055	8,669
Loan Principal Payment	(378)	(386)	(443)
Change in Net Position	20	145	112
Ending Net Position	**$ 1,021**	**$ 781**	**$ 449**

FIU Board of Trustees

September 17, 2026

Subject: Student Housing Agreement between the FIU Board of Trustees and a Florida limited liability company owned by The Affordable Housing Preservation Corporation, a Florida not-for-profit corporation

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Proposed Action:

Florida International University Board of Trustees approval of (i) a Student Housing Agreement ("Agreement") with the Company; and (ii) delegation of authority for the University President, or designee, to execute the Agreement and all other documents that may be necessary to effectuate the transaction contemplated in the Agreement, on behalf of The Florida International University Board of Trustees.

Background Information:

In or around July 2026, representatives from 7th Terrace Property Owner LLC, the current owner of the Project (as defined below), first approached FIU with a request to enter into an affiliation agreement. Such an agreement defines structures and roles that may allow an owner to receive a property tax exemption and enable the owner to borrow tax-exempt debt proceeds for the acquisition, operation, maintenance, or financing associated with the residential housing facility.

Under the terms of the Agreement, the Company, at its sole cost and expense, will acquire, finance, equip, and operate an existing residential facility containing 293 units and approximately 1,086 beds located at 795 SW 110th Avenue, Sweetwater, Florida 33174 to house students, faculty, and staff of FIU ("Project"). The acquisition will cost approximately $168.5 million. The Company will finance the acquisition, related costs of issuance, and required reserves with approximately $186.9 million of tax-exempt and taxable housing revenue bonds issued by the Public Finance Authority (a governmental entity established under Section 66.0304 of the Wisconsin State Statutes authorized to issue tax-exempt, taxable, and tax-credit conduit bonds for public and private entities throughout all 50 states). The Project was completed in July 2023 and is currently at 99.5% occupancy.

FIU will not have any obligations or responsibilities related to the acquisition, financing, and/or operation of the Project, but FIU will have certain rights in connection with such matters, which FIU may exercise in its sole discretion. For instance, FIU will have approval

rights for renovations and alterations to the Project above a certain threshold, and will have representation on the Company's Board of Managers and in the Project's Operations Committee, which will provide advice and consultation to the owner and the property manager with respect to the management and operations of the Project.

On an annual basis, the Company will transfer an initial amount of $200,000 to FIU to support student scholarships. This payment will be made from the Project's operating fund as an operating expense of the Project, ahead of debt service, and is not contingent on the availability of surplus cash flow. This amount will increase by three percent (3%) every year.

In addition, on an annual basis, one hundred percent (100%) of the remaining surplus cash flows from the Project, if any, will be paid to FIU to support the University's student housing acquisition, development, and operational activities or to further the University's other academic purposes. FIU has agreed to apply a minimum of ten percent (10%) of the surplus cash flows received to provide housing scholarships. Based on the Company's current pro forma, distributions of surplus cash flow to FIU are projected to begin in the eighth year of the Agreement, after payment of Project operating expenses (which include the scholarship support payment described above), debt service, required reserves, the payment in lieu of taxes described below, and asset management fees payable to the Company's asset manager that accrue until paid in full.

The projected Net Present Value (NPV) for FIU is approximately $87.6 million, discounted at five percent (5.0%), with projected nominal payments to FIU totaling approximately $362.3 million over the 40-year term of the financing. This projection does not include the value of the Project should FIU exercise the option to take title described below.

Additionally, FIU will have the option, at FIU's sole discretion, to receive title to the Project, including land and all improvements, at the end of the 40-year financing period or upon repayment of all indebtedness, whichever is sooner. Alternatively, upon repayment in full of the indebtedness, FIU may request that the Project be demolished and the land restored to its original condition. FIU will make a determination based on the periodic project assessment delivered in the tenth (10th) year prior to the final maturity of the indebtedness. To finance such demolition and restoration, the owner would establish a land restoration reserve account funded from the surplus funds of the Project, after payment of all debt service, required reserves, operating expenses, and other obligations required to be paid or funded under the financing documents.

Since the Project will serve FIU students, faculty, and staff, and in consideration of the transfer of 100% of the surplus cash flow of the Project to FIU, the Project will be elevated to the status of "affiliated off-campus housing" in University marketing materials and on the University's housing website. FIU will prioritize filling its on-campus housing beds first. There will be no financial obligation by FIU to fill beds in the Project; rather, the Project will simply

receive an elevated presence on the University's housing website and in marketing efforts.

The City of Sweetwater is supportive of the Project and is negotiating a Payment in Lieu of Taxes Agreement with the Company.

Supporting Documentation:	Student Housing Agreement Project Pro Forma Cash Flows 2026 to 2066 and FIU Benefits Cash Flows
Facilitator/Presenter:	David H. Snider

STUDENT HOUSING AGREEMENT

THIS STUDENT HOUSING AGREEMENT (this "**Agreement**") is dated October ___, 2026, by and between AHPC LAPIS LLC, a Florida limited liability company (the "**Company**"), and THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (the "**University**"), acting by and through the undersigned duly authorized representatives. The Company and the University are referred to herein collectively as the Parties and each individually as a Party.

WHEREAS, the University is the largest university in South Florida, the second largest in Florida, and the fourth largest in the United States by enrollment. Total enrollment in Fall 2026 is 54,315 students, including 8,831 graduate students;

WHEREAS, the University belongs to the 12-university State University System of Florida and is one of Florida's primary graduate research universities; and

WHEREAS, the University offers 191 programs of study with more than 280 majors in 23 colleges and schools with a wide range of graduate programs, including architecture, business administration, engineering, law, and medicine; and

WHEREAS, the University recognizes that at present it lacks adequate on-campus housing for its large student population. The need for quality student housing on or proximate to the University's main campus is projected to rise in future years, as the University's enrollment grows. Currently, the University has the ability to house approximately 7.9% of its total enrollment on campus; and

WHEREAS, the sole member of the Company is The Affordable Housing Preservation Corporation, a Florida not-for-profit corporation (the "**Sole Member**"), an organization exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986 (as amended, the "**Code**") as an organization described in Section 501(c)(3) of the Code, and which has as among its charitable purposes providing quality, affordable housing to all persons of low and moderate income across the United States and lessening the burdens of government, thereby improving the quality of life for families, students, individuals, and communities by helping to develop, produce, acquire, manage or preserve low-cost affordable housing, workforce housing and student housing in neighborhoods across the United States, including through the promotion and advancement of education through the acquisition, financing, furnishing, equipping, operating, and maintaining of one or more mixed-use student housing facilities, including education and education support space, structured parking, and certain associated amenities and improvements on a nonprofit basis ("**Charitable Mission**"); and

WHEREAS, the Company is organized exclusively to further the stated charitable purposes of the Sole Member and specifically for the purpose of acquiring, financing, equipping, operating and maintaining a student housing facility and certain ancillary facilities as well as providing other funds for other academic purposes, as provided for herein, exclusively for the benefit of the University in accordance with this Agreement (collectively, the "**Charitable Activities**"); and

WHEREAS, the Company desires to assist the University in meeting the need for additional housing for University Students (as defined in Section 2(A) of this Agreement) by acquiring, financing, equipping and operating a residential facility consisting of a 293-unit rental housing facility containing approximately 1,086 beds to house students, faculty, and staff of the University (the "**Facility**"), which Facility is located on a parcel of real property located at 795 SW 110th Avenue, Sweetwater, Florida 33174, and which parcel is more particularly described on the attached **Exhibit A** (the "**Land**," and together with the Facility, the "**Property**"); and

WHEREAS, the Company expects to finance the acquisition of the Property through the issuance by the Public Finance Authority of its Student Housing Revenue Bonds, in the aggregate principal amount not to exceed $250,000,000 and payable over approximately forty (40) years (on a taxable and/or tax-exempt basis) (the "**Bond Financing**"), pursuant to documents, agreements and instruments executed by the Company in connection with the Bond Financing (the "**Financing Documents**"); and

WHEREAS, the University will not be responsible for the payment of any amounts related to the acquisition, operation, maintenance or financing associated with the Property, including any agreement to lease or assign students to the Property; and

WHEREAS, the Bond Financing will be designed and structured to be treated as an off-balance sheet transaction with respect to the University; and

WHEREAS, the Company will undertake the acquisition, financing and operation of the Facility for the exclusive benefit of the University, and the University is willing to support the Facility under the terms set forth in this Agreement; and

WHEREAS, the Company is willing to make certain covenants and grant certain rights and privileges to the University in consideration for the University's support of the Company's acquisition and operation of the Facility, as more fully set forth herein; and

WHEREAS, the Company and the University desire to set forth herein their respective obligations to each other with regard to the acquisition, operation and management of the Facility;

NOW, THEREFORE, in furtherance of the above, the Company and the University agree as follows:

1. Acquisition of the Facility.

The Company will acquire the Property, which is an existing, fully constructed and operational student housing facility. The acquisition will be financed through the Bond Financing.

The Company will engage the services of [Cardinal Group Management Midwest LLC] (the "**Manager**"), pursuant to a Management Agreement (the "**Management Agreement**"), to manage and operate the Facility in accordance with the standards generally applicable to management and leasing of comparable first-class residential facilities in the Miami-Dade County, Florida area. The Company shall not enter into any (i) easements or other agreements encumbering title to the Property (excluding the Financing Documents); or (ii) any other licenses or other

agreements regarding the operation of the Facility (excluding the housing agreements with the Facility Residents and the Management Agreement, as the same may be modified or amended from time to time), or (iii) any (a) service agreements affecting the Property which are not terminable on thirty (30) days prior written notice or which require the payment of a fee or penalty upon termination, or (b) any agreement, the term of which agreement extends past the term of the Bond Financing, without the prior written consent of the University, not to be unreasonably withheld, delayed or conditioned.

2. Operation and Management of the Facility.

(A) Student Housing Facility. The Facility shall be operated exclusively as a residential living-learning community for (i) lease to (A) full-time undergraduate freshmen, sophomores, juniors and seniors and full-time graduate students enrolled in the University's schools and programs (collectively, "**University Students**"), and (B) members of the faculty or staff of the University (together with the University Students, collectively, the "**Facility Residents**"), and (ii) customary ancillary supporting uses necessary to fulfilling the Charitable Mission and the conduct of the Charitable Activities, and the administration and maintenance of the Facility in accordance with the standards generally applicable to management and leasing of comparable first-class residential facilities in the Miami-Dade County, Florida area. The use of the Facility as set forth in this Section shall not be changed, altered, or converted to any other use, including without limitation any conversion, in whole or in part, to workforce housing, affordable housing, or any other residential or non-residential use not expressly permitted herein, without the prior written consent of the University, which consent may be granted or withheld in the University's sole discretion (and the foregoing provision shall be included in the Declaration (as defined herein)). The Company shall lease the units in the Facility, or cause the units in the Facility to be leased by the Manager only to Facility Residents. The Company shall execute and record a declaration of covenants and restrictions (the "**Declaration**") at the closing of the Bond Financing restricting the use of the Property to the uses expressly permitted in this Agreement, which declaration shall run with the land and, to the extent so required by the University in writing, shall not be amended, modified or revoked without the express written consent and approval of the University. The Declaration shall survive the payment of the Bond Financing but shall expressly state therein that it is subject to modification or termination by the University or by a Designated Transferee (as defined herein) who has taken title to the Property.

(B) Prohibited Uses. The Declaration, to the extent necessary, shall expressly prohibit the uses that would adversely affect the tax-exempt status of the Sole Member and the Bond Financing.

(C) Facility Manager. The Company will engage the Manager to undertake, and be responsible for the management and operational activities of the Facility pursuant to the terms and conditions of the Management Agreement, which Management Agreement shall require the Manager to operate and maintain the Facility in accordance with the terms of this Agreement and in accordance with the standards generally applicable to management and leasing of comparable first-class residential facilities in the Miami-Dade County, Florida area. Management fees shall be comparable to management fees paid to managers of similar properties in South Florida and the terms of the Management Agreement shall not adversely affect the tax-exempt status of the Sole Member or the Bond Financing. The Company shall give prior written notice to the University in

the event the appointment of or any replacement or substitution of the Manager is deemed necessary by the Company, or is otherwise required under the terms of the Bond Financing, and any such replacement or substitution shall comply in all respects with the applicable terms of the Loan Agreement between the Public Finance Authority and the Company executed in connection with the Bond Financing ("**Loan Agreement**"), or shall otherwise require the prior written approval of the University, not to be unreasonably withheld.

(D) Asset Manager.

(i) ***Key Person.*** Brian Pearl shall serve as the individual with primary responsibility for the asset management of the Facility on behalf of Asset Manager (the "**Key Person**") for so long as the Asset Manager serves as asset manager of the Facility. As used herein "**Asset Manager**" means, initially, Lapis Asset Management LLC, a Delaware limited liability company, and thereafter, any management company employed by the Company to provide asset management services for the Facility. The Company shall not permit Asset Manager to, without the prior written consent of the University (which consent shall not be unreasonably withheld, conditioned, or delayed), (i) remove, reassign, or replace the Key Person from primary day-to-day responsibility for the asset management of the Facility, or (ii) permit the Key Person to delegate substantially all of his/her asset management responsibilities with respect to the Facility to another individual, in each case unless the Key Person: (a) voluntarily resigns or retires from Asset Manager; (b) becomes physically or mentally incapacitated such that he/she is unable to perform his/her duties; (c) is terminated by Asset Manager for cause; or (d) is deceased. In the event of the Key Person's departure, replacement, or unavailability for any of the reasons set forth in the foregoing clauses (a)–(d), the Company shall cause the Asset Manager to promptly notify the University in writing and propose a replacement individual with substantially similar qualifications and experience, subject to the University's reasonable approval, which approval shall not be unreasonably withheld, conditioned, or delayed. No amendment modifying any fee payable to the Asset Manager under the asset management agreement then in effect between the Company and the Asset Manager shall be effective without the prior written consent of the University, not to be unreasonably withheld, conditioned, or delayed.

(ii) ***Removal of Asset Manager for Cause.*** Notwithstanding anything to the contrary contained herein, the University shall have the right to require the Company to remove and replace Asset Manager as asset manager of the Facility upon the occurrence of any of the following (each, a "**Cause**" event):

(1) Asset Manager commits fraud, willful misconduct, or gross negligence in connection with the performance of its duties with respect to the Facility;

(2) Asset Manager is convicted of, or pleads guilty or nolo contendere to, a felony or any crime involving moral turpitude, fraud, or misappropriation of funds;

(3) Asset Manager misappropriates or misapplies any funds or assets relating to the Facility, including without limitation any Bond Financing proceeds or reserves;

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(4) Asset Manager becomes insolvent, makes an assignment for the benefit of creditors, files (or has filed against it) a petition in bankruptcy that is not dismissed within sixty (60) days, or has a receiver or trustee appointed for a substantial part of its assets;

(5) Asset Manager materially breaches its obligations with respect to the asset management of the Facility under the asset management agreement then in effect between the Company and the Asset Manager and fails to cure such breach within thirty (30) days after written notice thereof from the University (or, if such breach cannot reasonably be cured within thirty (30) days, fails to commence cure within such period and thereafter diligently pursue such cure to completion within a reasonable time not to exceed ninety (90) days);

(6) Asset Manager loses, or has suspended or revoked, any license, permit, or governmental approval material to and required for the performance of its asset management duties with respect to the Facility; or

(7) the occurrence of an event described in the Key Person provision above without a replacement individual reasonably acceptable to the University being proposed and approved within sixty (60) days.

Upon the occurrence of any Cause event, the University shall provide written notice thereof to Company, and, except with respect to Cause events described in clauses (1)–(4) and (6) above (which shall not require an opportunity to cure), the Company shall have the cure rights set forth in clause (5) above, as applicable. If the applicable Cause event is not cured within the applicable cure period (or is not subject to cure), the Company shall, within thirty (30) days after the University's written demand, remove the Asset Manager as asset manager of the Facility and engage a replacement asset manager reasonably acceptable to the University. The Company's failure to remove Asset Manager and engage a replacement asset manager in accordance with this Section shall constitute a default by the Company under this Agreement.

(iii) The Company shall give prior written notice to the University in the event the appointment of or any replacement or substitution of the Asset Manager is deemed necessary by the Company, or is otherwise required under the terms of the Bond Financing. Any such replacement or substitution that complies in all respects with the applicable terms of the Financing Documents shall not require the prior written approval of the University; provided, however, that any replacement or substitution that does not so comply shall require the prior written approval of the University, not to be unreasonably withheld, conditioned, or delayed.

(E) Protocol for Leasing and Operations. The Company and the Manager shall at all times during the Term of this Agreement manage and operate the Facility in accordance with the terms of the Leasing and Operations Protocol attached as **Exhibit B**.

(F) Leasing Priority. The Company and the Manager shall provide University Students with first priority for the rental of units at the Facility according to the following terms: for each Contract Year (as defined on **Exhibit B** hereto) during the Term of this Agreement, Company and the Manager shall provide University Students with the exclusive right to rent units at the Facility until the [April 30th] immediately preceding such Contract Year. From and after the [May 1st] immediately preceding such Contract Year, the Company may lease any rental units not

previously rented by University Students to any member of the faculty or staff of the University, provided such use does not adversely impact the tax-exempt status of the Bond Financing or the Sole Member.

(G) Project Operations Committee. In addition to the oversight provided by the Board of Managers (as hereinafter defined), the Company shall establish a project operations committee (the "**Operations Committee**") to provide advice and consultation to the Company and the Manager with respect to the management and operations of the Facility. Specifically, the Operations Committee shall provide advice and consultation to the Company and the Manager on the setting of rental rates at the Facility and participate in the development of annual operating budgets and capital plans for the Facility. The Operations Committee shall be comprised of five (5) members: (a) three (3) members appointed by the University's Department of Housing and Residential Experience (the "**Department**"); (b) one (1) member appointed by Company; and (c) one (1) member appointed by the Manager.

(H) Transportation. The Facility Residents shall have access to the public transportation options offered by the University for off-campus residents in effect from time to time.

(I) Security. The Company is solely responsible for the cost of procuring, installing, maintaining, and monitoring the Facility's security systems. At the request of Company, the University is willing to provide recommendations regarding emergency management and related protocols. Upon the University's request to the Company, representatives of the Department and the Florida International University Police Department shall be permitted access to all security cameras for purposes of inspection and retrieval of relevant surveillance footage as required for the performance of their investigative duties, which inspection and retrieval shall be conducted in accordance with all applicable laws.

(J) Marketing and Promotion. The University agrees that, subject to applicable regulations, policies and procedures of the University that are in effect from time to time, the University shall, at no cost to the Company, market the Facility as an affiliated off-campus housing option to University Students, faculty, and staff who may be seeking housing. The Facility shall receive priority regarding referrals over any other off-campus student housing properties that are not affiliated with the University, and shall also receive elevated and preferential marketing placement as a University affiliated off-campus housing option across the University's housing websites. Prior to any transfer of ownership to a University Party or a Designated Transferee, the University shall retain the option at all times to identify the Facility as privately owned and operated to distinguish it from University-owned student housing.

(K) Alterations to the Facility. Company shall not make or permit any material addition, alteration, reconfiguration, or structural modification to the Facility without the University's prior written consent, not to be unreasonably withheld, conditioned, or delayed. For purposes of this provision, additions or alterations that (i) materially change the number of residential units, (ii) materially alter the building's footprint or structural configuration, (iii) change the use of common areas in a manner that reduces amenities available to Facility Residents, or (iv) cost more than One Hundred Thousand Dollars ($100,000), exclusive of routine maintenance, repairs, and replacements funded from the Repair and Replacement Fund, shall be

deemed material for purposes of this provision. For any material addition or alteration (i.e., any addition or alteration costing more than One Hundred Thousand Dollars ($100,000)), Company shall deliver to the University a copy of the opinion of the Independent Engineer filed with the Trustee confirming that such work will not adversely affect the operation or value of the Facility. The University shall receive copies of any opinions of an Independent Engineer submitted to the Trustee for material additions or alterations. Any and all Additional Improvements (as defined in the Trust Indenture) shall require the University's prior written consent, not to be unreasonably withheld. Any addition or alteration that costs more than Five Hundred Thousand Dollars ($500,000) shall be undertaken only by contractors furnishing performance and payment bonds in the full amount of the applicable contracts, and the Company shall maintain, or cause to be maintained, builder's risk insurance in the full insurable value of such addition or alteration, in each case in accordance with the applicable requirements of the Financing Documents. Cosmetic alterations, routine maintenance, and replacements of furniture, fixtures, and equipment in the ordinary course shall not require the University's consent.

(L) Additional Information. The Company shall provide any information requested by the University that may be necessary for the University to comply with its reporting obligations under the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act.

3. Surplus Cash Flow of the Facility.

Notwithstanding anything in this Agreement to the contrary, and consistent with Company's agreement and commitment to operate and manage the Facility for the benefit of the University, Company hereby agrees as follows:

(A) University Scholarship Support. The Company shall cause to be paid to the University, from the revenues of the Facility, through the waterfall mechanism established in Article V of the Trust Indenture between the Public Finance Authority and UMB Bank, National Association, as Trustee (the "**Trust Indenture**"), the University Scholarship Support (as defined in the Trust Indenture) in an initial annual amount of $200,000, with funding commencing in the month immediately following the closing of the Bond Financing. The University Scholarship Support shall be an Expense (as defined in the Trust Indenture). The initial annual amount shall increase by three percent (3%) on the first anniversary of the commencement of such monthly payments and on each anniversary thereafter. Such payments shall be made on a monthly basis, with one-twelfth (1/12) of the annual amount transferred each month from the Operating Account (as defined in the Trust Indenture) established under the Trust Indenture. Any amounts of University Scholarship Support that are not paid to the University in any calendar year due to insufficient funds in the Operating Account shall be cumulative and shall carry forward to subsequent calendar years and shall accrue interest at the same rate and on the same basis as unpaid asset management fees, and Company shall cause such unpaid amounts, together with accrued interest, to be paid to the University as soon as funds are available in the Operating Account, until the University has been made whole for all accrued and unpaid amounts.

(B) Surplus Cash Flow. On an annual basis, following the transfers described in subsections (c)(i), (c)(ii), and (c)(iii) of Section 510 of the Trust Indenture (or equivalent successor provision), one hundred percent (100%) of the remaining surplus cash flows from the Surplus Fund, if any, shall be paid to the University to support the University's student housing acquisition,

development, and operational activities or to further the University's other academic purposes. The University shall apply a minimum of ten percent (10%) of the surplus cash flows received to provide housing scholarships.

4. Covenants of the University.

(A) Acknowledgment. The University acknowledges that the University shall directly and substantially benefit from the acquisition, operation and management of the Facility by the Company and that the Facility will provide additional housing supply available to the University Students, as well as further the University's educational purposes and objectives. The University further acknowledges that the cooperation of the University as set forth herein is essential for the leasing and operation of the Facility by the Company and that such cooperation is an important consideration and incentive in the decision by the Company to undertake the financing and acquisition of the Facility and the other obligations of the Company in this Agreement. As a result, the University agrees that it shall exercise all reasonable efforts to uphold and preserve its cooperation with the Company and the University's association with the Facility as described herein, subject to the terms and conditions of this Agreement.

(B) EMMA Disclosure Support. Within nine (9) months of the close of the University's Fiscal Year, the University shall provide to the Company the operating data it files with the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board or any similar system that is acceptable to or as may be specified by the Securities and Exchange Commission from time to time related to the undertakings the University has entered into with respect to its Dormitory Revenue Bonds issued by the Division of Bond Finance on behalf of the State of Florida Board of Governors (the "**Information**"). This provision shall not be construed as an obligation of the University to create, obtain or compile new information, but only for the University to provide to the Company the Information.

5. Covenants of Company.

(A) Board of Managers. The management of the business and affairs of the Company shall be vested in a Board of Managers ("**Board of Managers**"), which shall consist of five (5) individuals ("**Managers**") as provided in the Amended and Restated Operating Agreement of the Company (the "**Operating Agreement**"). Three (3) Managers shall be appointed by the City of Sweetwater, Florida, one (1) Manager shall be appointed by the Sole Member, and one (1) Manager shall be selected from a list of candidates submitted by the University (the "**University Representative**"), who shall have demonstrated experience in the area of university housing and governance or higher education. Specific provisions relating to the terms, duties, responsibilities, meetings and actions of the Board of Managers shall be addressed in the Operating Agreement of Company, a copy of which shall be provided to the University. No current member of the University Board of Trustees shall be a Manager, and no person employed by the University shall be a Manager unless approved in advance by the University. The University Representative shall stand in a fiduciary relationship to the University, and shall act in good faith, with due regard to the interests of the University and shall comply with the fiduciary principles and law set forth in the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes. Each Manager who is a City of Sweetwater representative shall stand in a fiduciary relationship to the City, and shall act in good faith, with due regard to the interests of the City and shall comply with

the fiduciary principles and law set forth in the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, including, without limitation, with respect to conflicts of interests. The Manager appointed by the Sole Member shall act in furtherance of the Charitable Mission and Charitable Activities.

(B) Financing of the Facility. The Company intends to use the Bond Financing to finance the acquisition of the Property and pay the costs associated with obtaining the Bond Financing. The Company will provide the University with copies of all the Financing Documents. The University shall have the right but not the obligation to approve and/or comment on the Financing Documents. Any modification, extension, refinancing, additional financing, issuance of Additional Bonds (as defined in the Trust Indenture), assignment or substitution for the Bond Financing shall not be adverse to the benefits, rights and/or obligations of the University under this Agreement and shall require the prior written consent of the University, not to be unreasonably withheld, conditioned, or delayed. The documents evidencing the Bond Financing shall contain provisions for reserve accounts to be set up to fund capital improvements, repairs and maintenance of the Facility and the replacement of furniture and furnishings used in the operation of the Facility, for the purpose of operating and maintaining the Facility in accordance with the standards generally applicable to management and leasing of comparable first-class residential facilities in the Miami-Dade County, Florida area.

(C) No University Liability for Bond Financing. Neither the University, nor any Direct Support Organization of the University **("DSO"),** or affiliated entities (individually, a "**University Party**" and collectively, "**University Parties**"**)** shall have any obligation at any time with respect to the payment of the Bond Financing or any other financing for or related to the Property. The Financing Documents shall provide for no recourse for the payment of the principal of, or premium, if any, or the interest on, or any other cost, expense or fee for or related to, the Bond Financing, or for any claim based thereon or any agreement supplemental or collateral thereto, against the University, any University Party, or any trustee, member, director, officer or employee, past, present or future, of the University or of any University Party, or of any predecessor or successor corporation, as such, either directly, or through the University. Notwithstanding the foregoing, the Company covenants and agrees that the University shall have the right, but shall not be obligated, in the event the Company defaults under the Bond Financing and has not cured such default, to cure such default within a reasonable time period, subject in all respects to the terms of the Financing Documents; such decision to be made or not made in the University's sole and absolute discretion. None of the University Parties is a "sponsor" or a "promoter" of the Property, the Company shall not treat any of the University Parties as a "sponsor" or a "promoter" of the Property, and the Company shall use its best efforts to prevent such description from being included in any materials produced by the Sole Member, the Company, the Manager, the Asset Manager, or any other party related to the Property.

(D) Reports to University. The Company shall submit to the University for its review, the annual management plan as approved by the Board of Managers. The annual management plan shall include and set forth the following to the extent requested in writing by the University: (i) annual residence life program plan; (ii) annual marketing and leasing plan; (iii) annual operating budget; and (iv) annual capital improvements plan. In addition to the foregoing, Company shall provide to the University a copy of each year's annual financial audit of the Facility, as prepared and submitted by an independent accounting firm selected by the Company.

The Company shall also provide to the University copies of the Latent Defect Report and any Latent Defects Notice (each as defined in the Loan Agreement), as well as all Periodic Project Assessments (as defined in the Loan Agreement), promptly upon delivery to the Trustee.

(E) Insurance. The Company shall deliver to the University certificates evidencing Company's insurance, or those providing insurance on behalf of the Company, each with limits of liability as currently maintained by the Company in accordance with the requirements of the Financing Documents and naming the University as an additional named insured.

(F) Amendments to Articles of Organization. Without the prior written consent of the University, Company shall not amend, alter or repeal any provision of its Articles of Organization in a manner that would jeopardize the Bond Financing or the Charitable Mission or the rights of the University under this Agreement.

(G) Form of Ownership. Company will not re-subdivide the Property or convert the Property to any form of condominium or co-operative or other fractured form of ownership without the University's prior written consent, which may be granted or withheld in its sole discretion.

(H) Casualty/Condemnation Substitution.

(i) *Notice*. If, following a casualty or condemnation affecting the Property, Company elects or intends to elect to acquire a Substitute Property pursuant to Sections 304(b) and 508 of the Trust Indenture and Sections 7.01(c)(ii) and 7.02(b)(ii) of the Loan Agreement, Company shall provide the University with written notice of such election (or intended election) no later than 30 days prior to the date such election is required to be made or exercised under the Trust Indenture and/or the Loan Agreement, together with such information regarding the proposed Substitute Property as the University may reasonably request, including location, condition, capacity, projected cost, and intended use ("**Property Substitution Notice"**).

(ii) *Approval Right*. Company shall not exercise its option to acquire a Substitute Property without the prior written consent of the University, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that any proposed Substitute Property satisfies each of the following criteria (the "**Substitution Standards**"):

(1) located no more than one (1) mile from the nearest point of the University's main campus, measured by actual pedestrian walking route (not straight-line distance), and further satisfying at least one of the following:

a. the walking route between the Substitute Property and the nearest point of campus consists of sidewalks or pedestrian pathways with safe, at-grade or signal-controlled crossings for the entire distance, such that the route is genuinely walkable by students under normal conditions; or

b. the Substitute Property is served by an existing shuttle route operated by or on behalf of the University (or a shuttle route reasonably comparable in frequency

and hours of operation to the shuttle service, if any, serving the Property as of the date of the Property Substitution Notice);

(2) suitable, in terms of physical condition, capacity (number of beds/units), and amenities, for use as student housing consistent with the standards of the Property as of the date of the Property Substitution Notice;

(3) available for occupancy by the Facility Residents on terms substantially consistent with this Agreement, without material interruption to housing availability for the Facility Residents; and

(4) rental rates for units at the Substitute Property shall not exceed the then-prevailing market rate for comparable student housing located within the City of Sweetwater, Florida, taking into account unit type, size, condition, and amenities. In no event shall the Company set, or increase, rental rates at the Substitute Property in order to recover, offset, or fund any shortfall between insurance or condemnation proceeds and the actual cost of acquiring, constructing, or improving the Substitute Property, and rental rates shall not be determined by reference to the Company's costs, debt service, or financing requirements with respect to the Substitute Property.

If the proposed Substitute Property satisfies the Substitution Standards, the University's consent shall be deemed granted unless the University delivers a written objection, specifying the basis for such objection with reasonable particularity, within 15 days after receipt of Company's notice under subsection (i).

(iii) *Limited Override*.

(1) Trigger. Subsection (ii) shall not apply, and Company may proceed without the University's consent, only if Company delivers to the University, concurrently with the notice required under subsection (i), a written opinion of Bond Counsel stating that compliance with subsection (ii) would cause the interest on the Bonds to become includable in gross income for federal income tax purposes, or would constitute an actionable default or impairment of the Trustee's or bondholders' rights under the Trust Indenture (an "**Override Opinion**"). A general statement of increased risk, uncertainty, or administrative burden shall not satisfy this requirement.

(2) Floor. Regardless of any Override Opinion, Company shall not acquire a Substitute Property unless it satisfies, at minimum, Substitution Standard (1) (location). An Override Opinion may excuse Company from obtaining the University's consent and from Substitution Standards (2) through (4), provided that Company shall use good-faith efforts to satisfy Substitution Standards (2) through (4) to the extent reasonably practicable in light of the circumstances giving rise to the Override Opinion.

(3) Consultation. Before finalizing its selection of a Substitute Property under this subsection (iii), Company shall notify the University of the properties under consideration and consult with the University regarding the relative merits of each. The University shall have five (5) business days from such notice to provide comments, which Company shall consider in good faith, but such consultation shall not delay or condition Company's election beyond that period.

(4) Notice of Reliance. Company's reliance on this subsection (iii) shall not be effective unless the Override Opinion is delivered to the University no later than the notice deadline in subsection (i).

(iv) *Continuation of Agreement*. Upon Company's acquisition of a Substitute Property in accordance with this Section, the Substitute Property shall automatically be deemed the "Property" for all purposes of this Agreement, and this Agreement shall continue in full force and effect with respect to the Substitute Property without further action by either party, subject only to such conforming, non-substantive modifications (e.g., legal description, address) as are reasonably necessary to reflect the substitution. For the avoidance of doubt, no substitution effected under this Section shall be deemed a new agreement, a novation, or grounds for renegotiation of the substantive terms of this Agreement.

(v) *Survival; No Amendment to Indenture*. Nothing in this Section is intended to, or shall be construed to, grant the University any right, consent, or approval right under, or amend any provision of, the Trust Indenture or any other Financing Document, or to create any obligation on the part of the Trustee or any bondholder to the University. This Section constitutes an independent contractual covenant of Company running solely to the University, enforceable as between the Company and the University under this Agreement.

6. Representations and Warranties of Company. Company hereby represents and warrants that:

(A) The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has full power, right and authority to enter into and perform its obligations under this Agreement.

(B) The execution, delivery and performance of this Agreement by the Company has been duly and properly authorized by all requisite action in accordance with applicable law and with the organizational documents of the Company, and each person executing this Agreement on behalf of the Company has the authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to cause the Company to perform its obligations hereunder.

(C) The execution and delivery of this Agreement and the performance of the Company's obligations hereunder constitute the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

(D) The Company is an entity that is disregarded for federal income tax purposes as a separate entity from its sole member, the Sole Member, which is an entity that is exempt from the payment of federal income tax under Section 501(a) of the Code, as an entity organized under Section 501(c)(3) of the Code, organized and operated exclusively for charitable purposes, and the execution and performance of this Agreement by the Company is in furtherance of the Sole Member's charitable purposes.

7. Transfer of Legal Ownership of the Property.

(A) Upon the repayment in full of the Bond Financing (including any refinancing of same by the Company, which shall comply with the terms set forth in Section 5(B) hereof), all right, title, and interest in and to the Property shall be conveyed from the Company to a University Party (subject to the University's approval) or to another similarly situated charitable organization or entity exempt from the payment of federal income tax under Section 501(a) of the Code, as an entity organized under Section 501(c)(3) of the Code, organized and operated exclusively for charitable, educational, or scientific purposes, selected or designated by the University (a "**Designated Transferee**") and vest in the University Party or a Designated Transferee, as applicable, and the University Party or a Designated Transferee, as applicable, shall be the sole and absolute owner of the Property, free of any right, title, interest or estate of the Company. The right, title and interest in and to the Property transferred to the University Party or its Designated Transferee shall be conveyed free and clear of any liens and encumbrances (other than the PILOT Agreement (as hereinafter defined) and any other permitted encumbrances, provided, however, that liens, monetary judgments, notices of violation, and any title matters which can be cured and/or removed by the payment of a liquidated sum of money shall not be permitted encumbrances), and subject to no material and adverse title, survey or environmental matters. The Company shall execute such documents, including, without limitation, a special warranty deed, bill of sale, assignment of leases and rents, and other agreements as may be reasonably requested by the University Party to effectuate the conveyance, and to transfer all of the Company's right, title and interest in and to the Property to the University Party or its Designated Transferee, or as would be required by a purchaser of a housing project under commercially reasonable terms for no additional monetary or other consideration by the University. At the University Party's request, the Company will provide the Company's policy of title insurance to the University Party, the premium for which shall be paid from the revenues of the Facility. For the purposes of this Section 7, the term "Property" shall include the Land, the Facility, all furniture, fixtures, equipment, machinery, and furnishings used in connection with and located at the Facility, and any remaining funds in the Surplus Fund and the Repair and Replacement Fund (as such terms are defined in the Trust Indenture) upon the repayment in full of the Bond Financing; it being the intent that the Company shall convey to the University Party or its Designated Transferee, all of the Company's right, title and interest in and to all the Property. The foregoing provisions will be included in the Declaration to be recorded in the real estate records of Miami-Dade County, Florida, or at the request of the University, either this Agreement, or a separate agreement incorporating the foregoing provisions of this paragraph shall be executed and recorded in the real estate records of Miami-Dade County, Florida. To ensure that sufficient funds are available to cover the estimated costs and expenses associated with such transfer of title, the Company shall, no later than five (5) years prior to the scheduled maturity date of the Bond Financing, establish and maintain a transfer reserve account (the "**Transfer Reserve Account**"), to be funded on a monthly basis from the revenues of the Facility remaining after payment of all debt service, required reserves, operating expenses, and other obligations required to be paid or funded under the Financing Documents, in an amount reasonably estimated to be sufficient to cover all anticipated costs, fees, expenses, taxes, premiums, and other monetary obligations associated with the conveyance of title to the University Party or its Designated Transferee. The initial funding amount and schedule for the Transfer Reserve Account shall be subject to the University's reasonable prior approval, and the Company shall provide the University with periodic accountings of the Transfer Reserve Account balance upon request. Notwithstanding anything to the contrary in this Section, the Company's obligation to fund the Transfer Reserve

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Account shall be limited to the extent of available revenues of the Facility after payment of all debt service, required reserves, operating expenses, and other obligations required to be paid or funded under the Financing Documents. Any failure by the Company to fund the Transfer Reserve Account as a result of insufficient available revenues of the Facility shall not constitute a default under this Agreement. Upon transfer of the deed to the Property to the University Party or its Designated Transferee, the Company agrees to pay any applicable documentary stamp taxes that may be due, as well as the recording fees and any other costs that may be incurred by the University Party in connection with the transfer of the ownership of the Property to the University Party or its Designated Transferee, all of which shall be paid from the Transfer Reserve Account, to the extent available, and otherwise from the revenues of the Facility, to the extent available.

(B) Alternatively, upon repayment in full of the Bond Financing, the University may request that the Facility be demolished and the Land restored to its original condition. To finance such demolition and restoration, the Company shall establish a land restoration reserve account (the "**Land Restoration Reserve Account**") funded from the surplus funds of the Facility, after payment of all debt service, required reserves, operating expenses, and other obligations required to be paid or funded under the Financing Documents. The Financing Documents will require the periodic delivery of a Periodic Project Assessment (as defined in the Loan Agreement) to the Trustee. The Company shall deliver copies of each Periodic Project Assessment or equivalent report to the University promptly upon delivery to the Trustee. The University shall make a determination based on the Periodic Project Assessment delivered in the tenth (10th) year prior to the final maturity of the Bond Financing whether demolition of the Facility and restoration of the Land may be warranted based on the general condition of the Property. The Company shall, upon receipt of such determination, establish and begin funding the Land Restoration Reserve Account in an amount reasonably estimated by a reputable third-party provider to cover anticipated costs of demolition and restoration, subject to the University's prior written approval. The estimated funding amount shall be recalibrated upon the delivery of each subsequent Periodic Project Assessment and then-current cost estimates, subject to the approval process below. The proposed funding amount shall be submitted to the University for written approval. If the University does not provide written objection within thirty (30) days, the amount shall be deemed approved. Any disputed amounts shall be resolved by mutual agreement within thirty (30) days following the University's objection, failing which either Party may submit the dispute to a mutually acceptable independent third-party cost estimator whose determination shall be final and binding. Notwithstanding anything to the contrary, Company's obligation to fund the Land Restoration Reserve Account shall be limited to the extent of available surplus funds of the Facility after payment of all debt service, required reserves, operating expenses, and other obligations required to be paid or funded under the Financing Documents. Any failure to fund as a result of insufficient surplus funds shall not constitute a default under this Agreement. The foregoing provisions will be included in the Declaration.

(C) The University acknowledges that the Company anticipates entering into a payment in lieu of taxes/payment for services agreement (the "**PILOT Agreement**") pursuant to which the Company will make annual payments of an amount specified therein to the City of Sweetwater, Florida (the "**City**") beginning in the first operating year of the Facility, to offset additional costs to be incurred by the City in providing police, emergency and other essential services for the benefit of the Facility, and which PILOT Agreement shall provide that after a University Party takes title to the Property, the University shall have the right to terminate the

PILOT Agreement at any time thereafter regardless of whether it is operating the Facility as a residential community or for any other use. The University agrees that in the event title to the Facility is conveyed to a University Party or a Designated Transferee pursuant to this Section 7, the University Party or Designated Transferee, as applicable, will take title to the Property subject to such PILOT Agreement (without limiting the University Party's ability, however, to terminate the PILOT Agreement immediately thereafter in accordance with the terms of the PILOT Agreement). A Designated Transferee will not challenge or otherwise contest the enforceability of such PILOT Agreement. Notwithstanding anything to the contrary set forth in this Agreement, (i) in no event shall the Designated Transferee be responsible for any liabilities under the PILOT Agreement existing as of the date of the transfer, or which accrue post transfer but which relate to periods prior to the transfer, and (ii) in no event shall a University Party be responsible for any payments due under the PILOT Agreement or for any other obligations of the Company thereunder unless expressly assumed by the University Party in writing in its sole and absolute discretion, nor shall this Agreement create, or be construed as, an obligation by the University Parties to pay ad valorem taxes to the City or any other governmental entity if the University Parties are not required to do so under Florida law.

8. **Term**. The term of this Agreement (the "**Term**") shall commence from the date hereof and shall terminate upon the earliest of (a) ninety (90) days following the execution of this Agreement if the Bond Financing has not been closed and funded, (b) the date the Property has been conveyed to a University Party or a Designated Transferee pursuant to Section 7, (c) the date the Bond Financing has been repaid in full and the University informs the Company in writing that the University will not accept the Property and does not designate a Designated Transferee at the time of such written notice, or (d) the date upon which a Party exercises a termination right expressly set forth in this Agreement. If the Bond Financing is not closed and funded within ninety (90) days from the date hereof, this Agreement shall be of no further force and effect as between the University and the Company and neither of them shall have any obligation to the other under this Agreement.

9. **Default; Remedies Upon Default.**

(A) Default by Company.

(i) The Company shall be deemed to be in default under this Agreement upon the occurrence of any of the following (each, a "**Company Default**"): (a) the Company fails to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by the Company, and such failure continues for a period of thirty (30) days after receipt by the Company of written notice from the University describing such failure in reasonable detail; provided, however, that if the nature of such failure is not reasonably curable within thirty (30) days, the Company shall not be deemed to be in default if the Company has commenced cure within such thirty (30)-day period and thereafter actively, diligently and in good faith pursues such cure to completion; provided further, however, that in no event shall any such extended cure period exceed one hundred eighty (180) days from the date of the University's original written notice, regardless of the diligence of the Company's efforts or the nature of the breach; (b) the Company fails to operate, maintain, repair, rehabilitate and/or renovate all or any portion of the Facility such that it is safe and secure for occupancy by Facility Residents in accordance with applicable law and commercially reasonable standards for similar facilities; if the

failure described in this subparagraph (b) poses an imminent threat to the health, safety, or security of Facility Residents, the Company shall commence corrective action within twenty-four (24) hours of written notice (which may be delivered by email) and shall diligently pursue such corrective action to completion without interruption. For non-imminent conditions, any such condition, occurrence, or failure shall constitute a default if it continues for a period of thirty (30) days after receipt by the Company of written notice from the University describing such condition in reasonable detail; provided, however, that if the nature of such condition reasonably requires more than thirty (30) days to cure, the Company shall not be in default if the Company commences cure within such thirty (30)-day period and thereafter diligently and in good faith pursues such cure to completion, but in no event shall such extended cure period exceed one hundred eighty (180) days from the date of the University's original written notice, regardless of the diligence of the Company's efforts; and provided further that the availability of any extended cure period shall not limit the University's right to take such emergency action as it deems necessary to address any condition that poses an imminent threat to health, safety, or security; (c) (i) the Company commences a voluntary case under any applicable bankruptcy, insolvency, reorganization, or similar law, or consents to the entry of an order for relief in an involuntary case under any such law, or consents to the appointment of a receiver, trustee, liquidator, or similar official for the Company or for all or substantially all of its property; (ii) an involuntary case is commenced against the Company under any applicable bankruptcy, insolvency, reorganization, or similar law and such case is not dismissed within sixty (60) days after the filing thereof; (iii) the Company makes a general assignment for the benefit of its creditors; or (iv) the Company is dissolved or liquidated, or takes any organizational action to authorize any of the foregoing; or (d) the Company engages in fraud, misappropriation, malfeasance, embezzlement or intentional willful misconduct or illegal activity in connection with this Agreement or the Property. In the event of a Company Default as described above (which is not cured within any applicable cure period), the University shall be entitled, as its sole and exclusive remedies, to (1) bring an action for specific performance against the Company to the extent equitable and available under applicable law; (2) cure the Company's default solely to the extent reasonably necessary to prevent an imminent threat to health or safety; (3) following expiration of all applicable cure periods, direct the Company to transfer the Property to a University Party or a Designated Transferee of the University, subject to the limitations set forth in subsection (ii) below and the rights of the lender under the Bond Financing; and (4) terminate this Agreement, subject to the limitations set forth in subsection (ii) below and the rights of the lender under the Bond Financing. Notwithstanding the foregoing, in no event shall the University exercise any remedy under this subsection (i) until the expiration of all applicable cure periods set forth herein. The Company shall reimburse the University for all reasonable and documented out-of-pocket costs and expenses actually incurred by the University in bringing such action for specific performance or curing such default, to the extent caused by the Company Default, within thirty (30) days after written demand from the University accompanied by reasonable supporting documentation. Such reimbursement obligation shall constitute an Expense (as defined in the Trust Indenture), which shall be paid before the payment of debt service payments on the Bond Financing unless otherwise approved by the University.

(ii) Notwithstanding anything in this Agreement to the contrary, the University shall have no right to terminate this Agreement or to direct a transfer of the Property to a University Party or a Designated Transferee of the University while the Bond Financing is outstanding unless one or more of the following has occurred: (a) the Bond Financing is paid in full; (b) the University Party or Designated Transferee of the University assumes the obligations under the Bond

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Financing with the consent of the lender or Trustee; (c) as expressly provided in Section 7 above or in this Section 9; (d) the Company is in default under the Financing Documents, which default is not cured within any applicable grace or cure period, and the lender or Trustee under the Bond Financing has commenced proceedings to foreclose or to otherwise obtain ownership of the Property (and the University shall provide written notice to the Company); (e) a lender or any other party lawfully takes title to the Property or any portion thereof (and the University shall provide written notice to the Company and the party that takes title to the Property or any portion thereof); or (f) upon the occurrence and continuance of a default described in subsection 9(A)(i)(b) above that poses a material and imminent threat to health or safety, provided that all applicable cure periods under subsection 9(A)(i)(b) have expired without cure.

(iii) Under no circumstances may ownership of the Property be transferred to a foreign government (i.e., a government of any country, nation, or group of nations, or any province or other political subdivision of any country or nation, other than the United States) or an agency of a foreign government; (2) a legal entity, governmental or otherwise, created under the laws of a foreign state or states; (3) an individual who is not a citizen or a national of the United States or a territory or protectorate of the United States; or (4) an agent, including a subsidiary or an affiliate of a foreign legal entity, acting on behalf of a foreign source. The University shall have the right to immediately terminate this Agreement in the event of any such transfer upon written notice to the Company.

(B) Default by University. The University shall be deemed to be in default under this Agreement should it fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by the University and such failure continues for a period of thirty (30) days after receipt by the University of written notice thereof by the Company to the University, provided that the University shall not be deemed to be in default if the breach is not reasonably curable within thirty (30) days and the University has proceeded within such period to actively, diligently and in good faith begin to cure such breach and continues thereafter to do so, and provided further that such default is cured no more than ninety (90) days after the University's receipt of the written notice described above. In the event of a default by the University as described above, the Company shall, as its sole and exclusive remedies for any such default, be entitled to (i) bring an action for specific performance against the University and/or (ii) cure the University's default. In the event the Company exercises remedy (ii) in the preceding sentence, the University shall reimburse the Company for all reasonable actual costs and expenses incurred by the Company in curing such default within forty (40) days after written demand from the Company and receipt of any backup documentation requested by University in its reasonable discretion. Notwithstanding anything in this Agreement to the contrary, the Company shall have no right to terminate this Agreement, except as expressly provided in Section 8 above. Notwithstanding anything in this Agreement to the contrary, the Company shall have no right to terminate this Agreement due to a University default unless failure to do so will jeopardize the Bond Financing, including its tax-exempt status, or to sue the University for money damages.

10. Eminent Domain. If all or a portion of the Property shall be taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority having the power of eminent domain (a "**Condemning Authority**"), or is sold to a Condemning Authority under threat of the exercise of such power (in any such event, a "**Taking**"), any award or compensation payable in connection with such Taking shall be paid in the following

priority: (i) first, to satisfy any remaining repayment obligations under the Bond Financing, up to the amount of any remaining indebtedness due to the holders of the Bond Financing; (ii) second, in the event of a partial Taking where the Company elects to restore the remaining Facility**,** to the Company in an amount reasonably necessary to restore, repair, or reconfigure the remaining Facility for continued operations, provided that such restoration shall require the University's prior written consent as to the scope and design of the restoration or reconfiguration, not to be unreasonably withheld, conditioned, or delayed. In connection with any restoration following damage, destruction or condemnation of the Property, the Company shall comply with the requirements of Section 7.03 of the Loan Agreement, including delivery to the University of the Independent Engineer certificate referenced therein. The University's consent under this Section shall extend to the scope, design, and plans and specifications of the restoration or reconfiguration, including whether Company elects restoration, acquisition of replacement improvements, application of proceeds to Bond redemption, or any combination thereof, consistent with the options available under the Loan Agreement. No disbursement of condemnation proceeds for restoration shall occur without the University's prior written consent. (iii) third, to the University. If the University does not consent to such restoration within sixty (60) days following Company's written request (which request shall include reasonable detail regarding the proposed scope and design), the remaining condemnation proceeds after payment of clause (i) shall be paid to the University. The Company shall not have, and hereby waives, any right to any portion of any Taking award or compensation after the allocations described in clauses (i) and (ii) above; provided, the University, in its sole discretion, may direct that any such award or compensation be paid to the Company for purposes of restoring the Facility or to otherwise further the purposes described in Section 3 above. All negotiations with the Condemning Authority and any settlements resulting from such Taking and all major decisions by Company regarding the Taking shall require the prior written approval of the University, subject to the lender's/trustee's rights under the Bond Financing documents.

11. Notices.

(A) All notices and other communications required hereunder shall be in writing. Each such written communication shall be deemed to have been received: (i) upon personal delivery; (ii) on the second business day after its deposit for overnight delivery with a recognized overnight delivery service; (iii) if mailed, on actual receipt (but only if sent by registered or certified or U.S. Express mail, with return receipt requested); or (iv) if sent by email, on the date sent if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours; provided, however, that notices of default or termination shall also be sent by one of the methods described in clauses (i), (ii), or (iii) above. Notices shall be addressed to the other Party's address below:

(i) If to Company:

c/o Affordable Housing Preservation Corporation
6001 Argyle Forest Blvd., Suite 21 #108
Jacksonville, FL 32244
Attention: Barbara Cocciolo
Michael Edgar
Email: bcocciolo@ahpc.org

medgar@ancientcitycapital.com

With a copy to:

Lippes Mathias LLP
10151 Deerwood Park Boulevard
Building 300, Suite 300
Jacksonville, Florida 32256
Attention: Christopher A. Walker, Esq.
Email: cwalker@lippes.com

(ii) If to the University:

Office of Finance and Administration
The Florida International University Board of Trustees
Modesto Maidique Campus
11200 SW 8th Street, PC 523
Miami, Florida 33191
Attn: Chief Financial Officer
Email: ofa@fiu.edu

With copies to:

Office of the General Counsel
The Florida International University Board of Trustees
Modesto Maidique Campus
11200 SW 8th Street, PC 523
Miami, Florida 33191
Attn: General Counsel
E-mail: generalcounsel@fiu.edu

12. Relationship of Parties. Nothing herein shall be construed to characterize either Party as a partner, agent, or joint venturer of the other.

13. Assignment. The Company shall not transfer, assign, pledge or hypothecate this Agreement or its rights, duties and obligations under this Agreement without the prior written approval of the University, in its sole and absolute discretion. The University shall not transfer, assign, pledge or hypothecate this Agreement or its rights, duties or obligations under this Agreement without the prior written approval of the Company, in its sole and absolute discretion. Any such transfer, assignment, or pledge made in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and their permitted successors and assigns. By execution hereof, the Parties consent to the collateral assignment of this Agreement in favor of the Trustee under the Bond Financing, as security for the payment by the Company of the Bond Financing.

14. Approvals. Any approvals required under this Agreement of the University shall be in writing and must be specifically approved by an Authorized University Representative. Any

approvals required under this Agreement of the Company shall be in writing and must be specifically approved by the Board of Managers or its designated representative. For purposes of this Agreement, "**Authorized University Representative**" shall mean the Chief Financial Officer. Notwithstanding anything contained in this Agreement to the contrary, the Company acknowledges and agrees that the University's obligations under this Agreement shall be subject to the University obtaining any and all approvals required by the State of Florida, including, without limitation, from the University Board of Trustees.

15. Headings. The headings used in this Agreement are for convenience only, and are not to be considered in connection with the interpretation or construction of this Agreement.

16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law**.**

17. Preservation of Charitable Mission and Tax-Exempt Status.

(A) Acknowledgement. The Parties acknowledge that the preservation of the Sole Member's tax-exempt status, as well as the Charitable Mission and Charitable Activities (each as defined in the Recitals), are material considerations for Company's entry into this Agreement. Notwithstanding any other provision of this Agreement, no provision hereof, as expressly set forth in the text of this Agreement, shall be interpreted or applied in a manner that would (i) cause Company or the Sole Member to fail to qualify as an organization described in Section 501(c)(3) of the Code, (ii) result in the imposition of any tax under Section 4958 of the Code (relating to excess benefit transactions), or (iii) constitute private inurement or impermissible private benefit within the meaning of applicable Treasury Regulations (each, a "**Tax Result**").

Notwithstanding the foregoing, in no event shall a Tax Result be deemed to arise from, and no notice, reformation, or suspension under subsection (B) below may be based upon:

(i) University's exercise, in accordance with its terms, of any right, consent, approval, veto, or directive expressly granted to University under this Agreement, including without limitation University's rights under the Protected Provisions (as defined herein);

(ii) any request, inquiry, or proposal by University that the Company or the Manager is not obligated under this Agreement to implement or accept;

(iii) any amendment, restatement, or modification of this Agreement, or of the Company's or the Sole Member's organizational or governing documents, that was proposed, adopted, or effected by the Company or the Sole Member without University's prior written consent; or

(iv) any operational, financial, or leasing decision made unilaterally by the Company, the Manager, or the Asset Manager, or any action or omission of the Company, the Manager, or the Asset Manager that is inconsistent with the standards or requirements set forth in this Agreement.

For the avoidance of doubt, Sections 2(A) [Use Restriction], 2(D)(i) [Key Person], and 2(D)(ii) [Removal for Cause] (collectively, the "**Protected Provisions**") shall not be subject to reformation, suspension or any interim protective measures, under subsection (B) below, except, solely with respect to Sections 2(D)(i) [Key Person] and 2(D)(ii) [Removal for Cause] (and not Section 2(A) [Use Restriction], which shall remain excluded from this Section 17(B) in all cases), as set forth in the following limited exception:

If University's exercise of its rights under Section 2(D)(i) [Key Person] or Section 2(D)(ii) [Removal for Cause] gives rise to a Tax Notice and Tax Opinion under subsection (B)(1) above concluding that such exercise will more likely than not result in loss of the Sole Member's status as an organization described in Section 501(c)(3) of the Code, the Parties shall negotiate in good faith, for a period of thirty (30) days, an amendment to the applicable provision that makes the minimum modification reasonably necessary to address the Tax Result while preserving University's substantive rights to the greatest extent reasonably practicable. The University's rights under the applicable provision shall continue in effect without limitation, and notwithstanding subsection (B)(3) or any interim protective measure purportedly implemented thereunder, during this negotiation period. If the Parties are unable to reach agreement within such period, University's rights shall remain in effect unmodified, and the Parties shall cooperate in good faith to explore other reasonable means (including structural alternatives available to Company or the Sole Member) of addressing the Tax Result.

(B) Reformation.

(i) *Notice and Opinion.* If any provision of this Agreement (other than a Protected Provision), or the application thereof consistent with subsection (A) above, would, more likely than not, cause a Tax Result, then the Company may deliver written notice to the University (a "**Tax Notice**") describing in reasonable detail: (a) the specific provision at issue; (b) the manner in which its application would cause a Tax Result; (c) the structural or operational alternatives considered and the reasons such alternatives are not reasonably available to avoid the Tax Result without reforming or suspending the provision at issue; and (d) an unqualified written opinion of nationally recognized tax counsel experienced in Section 501(c)(3) and tax-exempt bond matters, reasonably acceptable to University, concluding that it is more likely than not that the identified provision, as applied, will cause the Tax Result described (a "**Tax Opinion**"). A Tax Notice delivered without a conforming Tax Opinion shall be of no force or effect.

(ii) *Negotiation.* Upon receipt of a conforming Tax Notice, the Parties shall negotiate in good faith to reform the identified provision to the minimum extent necessary to avoid the Tax Result while preserving the economic substance of the Parties' bargain to the greatest extent possible. Any such reformation shall be limited to the narrowest modification necessary and shall not expand, diminish, or otherwise affect any Protected Provision (unless otherwise provided for herein) or any other provision of this Agreement not identified in the Tax Notice.

(iii) *Interim Protective Measures.* The identified provision shall remain in full force and effect during the pendency of the Parties' negotiations under this subsection (B). If the Parties are unable to agree upon a reformation within thirty (30) days following delivery of a conforming Tax Notice, and the Tax Opinion continues to support the conclusion that application of the identified provision would cause a Tax Result, Company may, upon University's prior

written consent (not to be unreasonably withheld, conditioned, or delayed) or as authorized by a court of competent jurisdiction under subparagraph (iv), implement reasonable interim protective measures short of suspending the identified provision in its entirety, to the minimum extent reasonably necessary to avoid the Tax Result pending final resolution under subparagraph (iv), including temporarily limiting, modifying, or declining a specific use, transaction, leasing arrangement, distribution or other application of the identified provision. Any such interim protective measures shall be narrowly tailored, shall not remain in effect for more than ninety (90) days without further order of a court of competent jurisdiction extending such measures, and shall not relieve Company of its obligation to operate the Facility to the maximum extent practicable. For the avoidance of doubt, this subsection (iii) shall not apply to, and Company may not implement any interim protective measure with respect to, any Protected Provision; the University's rights under the Protected Provisions shall continue in effect without limitation during the pendency of any negotiation, dispute, or interim period under this Section 17(B) or under the limited exception set forth in Section 17(A) above. If it is finally determined that any interim protective measure was not warranted, University shall be entitled to the remedies set forth in subsection (v) below.

(iv) *Dispute Resolution.* If the Parties are unable to agree upon a reformation within thirty (30) days following delivery of a conforming Tax Notice, either Party may submit the dispute to a court of competent jurisdiction in Miami-Dade County, Florida, for determination, including a determination as to whether the Tax Opinion's conclusion is correct and whether any interim protective measures, including any interim suspension are warranted pending final resolution. Any interim protective measures ordered by the court shall be limited solely to the specific application of the provision necessary to avoid the Tax Result and shall not extend to any Protected Provision.

(v) *Resolution in University's Favor.* If it is finally determined (whether by agreement of the Parties or by a court of competent jurisdiction) that the identified provision would not, in fact, cause a Tax Result, then the provision shall be reinstated immediately and retroactively as if no Tax Notice had been delivered, and Company shall reimburse the University for its reasonable, documented out of pocket costs (including reasonable attorneys' fees) incurred in responding to the Tax Notice and any related dispute resolution.

(C) Cooperation with Governmental Authorities. At the Company's reasonable request, the University shall cooperate in good faith with the Company and the Sole Member in obtaining any governmental approvals, rulings, determinations, or other guidance reasonably necessary or advisable to preserve or confirm the tax-exempt status of the Sole Member or the tax-exempt status or treatment of the Bond Financing, including by providing reasonably available information, executing certificates and other documents in form and substance acceptable to the University, and making or supporting timely submissions, in each case to the extent permitted by applicable law, the State of Florida Board of Governors or the State of Florida Division of Bond Finance. The University shall submit invoices identifying the reasonable out-of-pocket costs anticipated to be incurred in providing such cooperation, and the Company shall pay each invoice within fifteen (15) days after submission. Following completion of the applicable cooperation, the University shall provide a reconciliation of the amounts invoiced to the actual reasonable and documented out-of-pocket costs incurred; any overpayment shall be credited against future invoices under this subsection or, if no further invoice is expected, refunded to the Company, and any underpayment

shall be paid by the Company within fifteen (15) days after submission of an invoice for the difference and reasonable supporting documentation. In addition, the University shall exercise its rights and obligations under this Agreement in a manner that does not knowingly or intentionally jeopardize the Sole Member's tax-exempt status or the tax-exempt status of the Bond Financing.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF BUSINESS OPPORTUNITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO (A) COMPANY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 23 HEREOF, (B) DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR (C) DAMAGES COVERED BY INSURANCE REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT.

19. Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than obligations to pay money) to the extent such failure or delay results from a Force Majeure Event. A "**Force Majeure Event**" means any event beyond the reasonable control of the affected Party, including but not limited to: (a) acts of God, including earthquakes, hurricanes, floods, or other natural disasters; (b) epidemics, pandemics, or public health emergencies; (c) acts of war, terrorism, civil unrest, or armed conflict; (d) strikes, lockouts, or labor disputes (other than those involving the affected Party's employees); (e) governmental actions, laws, regulations, embargoes, or orders that prevent performance; (f) failure of third-party utilities or telecommunications; or (g) material shortages or supply chain disruptions not caused by the affected Party. The affected Party shall: (i) provide written notice to the other Party within ten (10) business days of the occurrence of the Force Majeure Event, describing the nature of the event and its anticipated duration; (ii) use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable; and (iii) provide periodic updates regarding the status of the Force Majeure Event. Notwithstanding the foregoing, no Force Majeure Event shall excuse or limit the Company's obligations under Section 9(A)(i)(b) with respect to any condition that poses an imminent threat to the health, safety, or security of Facility Residents or other occupants of the Facility, or impair the University's rights under Section 9(A)(i)(b), including the University's right to take such emergency action as it deems necessary to address any such condition; the Company shall remain obligated to take immediate corrective action as provided therein regardless of whether the underlying condition was caused by a Force Majeure Event. If a Force Majeure Event continues for more than one hundred eighty (180) consecutive days, either Party may terminate this Agreement upon thirty (30) days' prior written notice, subject to the rights of the bondholders under the Financing Documents.

20. Governing Law and Venue. This Agreement shall be governed by and construed, enforced and interpreted in accordance with the laws of the State of Florida. Venue for any legal proceedings hereunder shall be limited solely to Miami-Dade County, Florida.

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21. **Exculpation**. The officers, directors, members, managers, shareholders, governors, trustees and employees of each of the Company and the University, as applicable, shall have no personal liability for the performance of any of Company's or the University's obligations contained in this Agreement. The Sole Member shall have no obligation, liability or responsibility to advance, loan or contribute funds to the Company, to enable the Company to pay and perform its obligations hereunder. Neither the Sole Member nor its assets will be subject to liability under this Agreement; recourse being limited to the Company's interest in the Facility, insurance proceeds and the revenues generated therefrom.

22. **Counterparts**. This Agreement may be executed on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

23. **Indemnification**. The Company shall, upon demand, indemnify, defend, hold harmless, and reimburse the University, and its officers, employees, contractors, and agents (the "**Indemnitees**") from and against and for any and all losses, damages, claims, actions, investigations, liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs, and expenses of any kind or nature (including reasonable architects', engineers', and attorneys' fees), that may arise out of, relate to, result from or are imposed upon or asserted against Indemnitees by reason of the Company's financing, acquisition, occupancy, operation, maintenance, repair, replacement, alteration, and/or use of the Property; provided, however, that the Company shall have no obligation to indemnify, defend, or hold harmless any Indemnitee to the extent any such losses, damages, claims, or liabilities arise out of or result from (i) the negligence or willful misconduct of such Indemnitee, (ii) any breach by the University of its obligations under this Agreement, or (iii) any act or omission of the University or any Indemnitee that is not related to the Company's performance of its obligations hereunder. For the avoidance of doubt, the foregoing carve-outs are intended solely to ensure that the Company is not required to indemnify the University for losses arising from the University's own independent acts, negligence, or breach, and are not intended to limit the Company's indemnification obligations with respect to any matter arising from the Company's ownership, operation, or management of the Property. If the University shall be required to defend any action or proceeding pursuant to this Section, the University shall also be entitled to appear, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing, and the Company shall bear the cost of University's defense, including reasonable attorneys' fees. This Section shall survive the expiration or earlier termination of this Agreement.

24. **Sovereign Immunity**. This Agreement does not affect the immunities, exemptions and limitations of liability of the University under Florida Statute 768.28 and other applicable laws of the State of Florida. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities afforded University, the Florida Board of Governors and the State of Florida by law. Nothing herein shall be construed as consent by University to be sued by third parties in any manner arising out of this Agreement.

25. **Trademarks**. This Agreement does not confer upon Company any rights to use the name, logos, marks and/or likeness of the University, and Company must obtain University's written permission prior to using the name, logos, marks and/or likeness of the University. University acknowledges that the names, logos, service marks, trademarks and trade names,

whether or not registered, owned by or licensed to Company (collectively the **"Company Marks**") are proprietary to Company, and the University shall not use the Company Marks for any purpose except as expressly permitted herein or as otherwise permitted in writing by Company.

26. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN), OR ACTION BETWEEN OR AMONG THE PARTIES OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS AGREEMENT OR IN ANY WAY RELATING TO THE PROPERTY. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. THIS WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties have each caused this Student Housing Agreement to be duly executed on its behalf as of the date first above written and delivered to the other party.

AHPC LAPIS LLC, a
Florida limited liability company

By: The Affordable Housing Preservation Corporation, a Florida not-for-profit corporation, its sole member

By: _____

Name: Barbara Cocciolo, Executive Director

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: Wendy Vargas
Title: FIU Senior University Counsel

LIST OF EXHIBITS

EXHIBIT A - DESCRIPTION OF THE LAND
EXHIBIT B - LEASING/OPERATIONS PROTOCOL

EXHIBIT A

DESCRIPTION OF THE LAND

EXHIBIT B

LEASING/OPERATIONS PROTOCOL

At all times during the term of this Agreement, the Facility shall be operated under the following terms:

1. Leasing. The Manager will have full responsibility for leasing the residential units, as agent for and on behalf of the Company. The Manager will execute all student housing leases with the Facility Residents for each Contract Year on the then current form of rental contract approved by the Company ("**Housing Rental Contract**"), as agent for the Company. The Company and the Manager shall have sole responsibility with respect to the Housing Rental Contracts, including, without limitation, billing or collection of rent thereunder or enforcement of the provisions of such Housing Rental Contracts against any party thereto. "**Contract Year**" refers to the period that aligns with the official academic year of the University, beginning and ending on the same dates as the University's academic calendar. If requested by the University in writing, the Company will provide the copies of all Housing Rental Contracts to the University.

2. Staffing Requirements. The Company shall cause the Manager to arrange for a sufficient number of capable employees to enable the Manager to carry out its obligations and duties under the Management Agreement. All matters pertaining to the employment, supervision, promotion and discharge of such employees shall be the responsibility of the Manager. At a minimum, the Manager shall employ the following personnel: (i) One general manager who is a full-time professional staff member, having experience in student personnel or a related field; (ii) one or more assistant managers whose responsibilities will assist the general manager in the overall operation of the Facility; and (iii) one or more maintenance personnel whose responsibilities will include daily grounds-keeping and common area cleaning, including interior and exterior common areas.

3. Emergency Procedures. The Company shall cause the Manager to establish emergency procedures for all residents of the Facility, including those residents with disabilities, in accordance with industry standards and applicable local and state ordinances, codes, rules, regulations and laws. Such emergency procedures shall be reviewed and updated as necessary.

4. Repairs and Maintenance: Inspections. The Company shall cause the Facility to be maintained as a facility exclusively for University Students and faculty and staff of the University, in accordance with the standards generally applicable to management and leasing of comparable residential facilities in the Miami-Dade County, Florida area, and a decent, safe and sanitary condition and in a rentable and tenantable state of repair, and shall ensure that the Facility is compliant with all federal, state and local codes, ordinances, rules, regulations and laws. The Company will cause all health, safety and code compliance inspection reports to be delivered to the Board of Managers for review and comment. The University shall be allowed to inspect the Facility annually, at its sole cost and expense, to confirm that the Facility is being properly maintained for its intended use.

5. Community Standards. The Facility shall be operated in a manner consistent with the purposes of the applicable Housing Community Standards, if any, as adopted and published from time to time by the University (the "**Community Standards**"). Each Housing Rental Contract shall require the resident to acknowledge and agree to follow the Community Standards as reasonably applicable to the Property.

6. Resident Complaints. The Company and the Manager shall maintain and exercise businesslike relationships with the Facility Residents. The Company will cause the Manager to receive, log in and respond timely to all complaints from the Facility Residents. The Manager shall keep systematic records showing the complaints and the actions taken with respect to each complaint. Complaints of a material nature by Facility Residents shall be promptly reported to the Board of Managers, with an appropriate recommendation or an itemization of alternatives for review by the Board of Managers. The Manager will keep the Board of Managers apprised of the status of any investigation. The Manager shall be required to respond to such complaints as directed by the Board of Managers.

Bond Pro Forma (Bond Year)

Each column is a bond year: the coupon-date payment (October 1) shown with the cash flow through the prior month-end (September) that services it — so every column ties to the Debt Service & DSCR table.

Line Item	Total	Oct 2027	Oct 2028	Oct 2029	Oct 2030	Oct 2031	Oct 2032	Oct 2033	Oct 2034	Oct 2035	Oct 2036	Oct 2037	Oct 2038	Oct 2039	Oct 2040	Oct 2041	Oct 2042	Oct 2043	Oct 2044	Oct 2045	Oct 2046	Oct 2047	Oct 2048	Oct 2049	Oct 2050	Oct 2051
Gross Potential Residential Rent	$1,268,372,920	$16,762,026	$17,264,887	$17,782,833	$18,316,318	$18,865,808	$19,431,782	$20,014,735	$20,615,178	$21,233,633	$21,870,642	$22,526,761	$23,202,564	$23,898,641	$24,615,600	$25,354,068	$26,114,690	$26,898,131	$27,705,075	$28,536,227	$29,392,314	$30,274,083	$31,182,306	$32,117,775	$33,081,308	$34,073,747
Residential Gain/(Loss) to Lease	-$19,185,123	-$162,777	-$262,897	-$270,784	-$278,907	-$287,274	-$295,893	-$304,769	-$313,913	-$323,330	-$333,030	-$343,021	-$353,311	-$363,911	-$374,828	-$386,073	-$397,655	-$409,585	-$421,872	-$434,528	-$447,564	-$460,991	-$474,821	-$489,066	-$503,737	-$518,850
Residential Vacancy	-$50,110,778	-$243,644	-$687,874	-$708,510	-$729,765	-$751,658	-$774,208	-$797,434	-$821,357	-$845,998	-$871,378	-$897,519	-$924,445	-$952,178	-$980,744	-$1,010,166	-$1,040,471	-$1,071,685	-$1,103,836	-$1,136,951	-$1,171,059	-$1,206,191	-$1,242,377	-$1,279,648	-$1,318,037	-$1,357,579
Residential Bad Debt	-$23,981,540	-$327,112	-$326,282	-$336,071	-$346,153	-$356,538	-$367,234	-$378,251	-$389,598	-$401,286	-$413,325	-$425,724	-$438,496	-$451,651	-$465,201	-$479,157	-$493,531	-$508,337	-$523,587	-$539,295	-$555,474	-$572,138	-$589,302	-$606,981	-$625,191	-$643,946
Residential Income, net	**$1,175,095,479**	**$16,028,492**	**$15,987,834**	**$16,467,469**	**$16,961,493**	**$17,470,338**	**$17,994,448**	**$18,534,281**	**$19,090,310**	**$19,663,019**	**$20,252,909**	**$20,860,497**	**$21,486,312**	**$22,130,901**	**$22,794,828**	**$23,478,673**	**$24,183,033**	**$24,908,524**	**$25,655,780**	**$26,425,453**	**$27,218,217**	**$28,034,763**	**$28,875,806**	**$29,742,080**	**$30,634,343**	**$31,553,373**
Gross Potential Commercial Rent	$14,933,118	$199,347	$205,327	$211,487	$217,832	$224,367	$231,098	$238,031	$245,171	$252,527	$258,474	$264,770	$272,713	$280,894	$289,321	$298,001	$306,941	$316,149	$325,633	$335,402	$345,464	$355,828	$366,503	$377,498	$388,823	$400,488
CAM Reimbursements	$3,679,123	$49,160	$50,634	$52,153	$53,718	$55,330	$56,989	$58,699	$60,460	$62,274	$63,672	$65,223	$67,180	$69,195	$71,271	$73,409	$75,611	$77,880	$80,216	$82,622	$85,101	$87,654	$90,284	$92,992	$95,782	$98,656
Gross Potential Income	**$18,612,241**	**$248,506**	**$255,962**	**$263,640**	**$271,550**	**$279,696**	**$288,087**	**$296,730**	**$305,631**	**$314,800**	**$322,146**	**$329,993**	**$339,893**	**$350,089**	**$360,592**	**$371,410**	**$382,552**	**$394,029**	**$405,849**	**$418,025**	**$430,566**	**$443,483**	**$456,787**	**$470,491**	**$484,605**	**$499,144**
Commercial Vacancy	-$1,020,689	-$23,565	-$13,417	-$13,819	-$14,234	-$14,661	-$15,101	-$15,554	-$16,020	-$16,501	-$17,409	-$18,009	-$18,550	-$19,106	-$19,679	-$20,270	-$20,878	-$21,504	-$22,149	-$22,814	-$23,498	-$24,203	-$24,929	-$25,677	-$26,448	-$27,241
Commercial Bad Debt	-$175,916	-$2,249	-$2,425	-$2,498	-$2,573	-$2,650	-$2,730	-$2,812	-$2,896	-$2,983	-$3,047	-$3,120	-$3,213	-$3,310	-$3,409	-$3,511	-$3,617	-$3,725	-$3,837	-$3,952	-$4,071	-$4,193	-$4,319	-$4,448	-$4,582	-$4,719
Commercial Income, net	**$17,415,636**	**$222,692**	**$240,119**	**$247,323**	**$254,743**	**$262,385**	**$270,256**	**$278,364**	**$286,715**	**$295,316**	**$301,690**	**$308,863**	**$318,129**	**$327,673**	**$337,503**	**$347,629**	**$358,057**	**$368,799**	**$379,863**	**$391,259**	**$402,997**	**$415,087**	**$427,539**	**$440,365**	**$453,576**	**$467,184**
Application Fees	$2,342,345	$30,953	$31,882	$32,839	$33,824	$34,838	$35,884	$36,960	$38,069	$39,211	$40,387	$41,599	$42,847	$44,132	$45,456	$46,820	$48,225	$49,671	$51,161	$52,696	$54,277	$55,905	$57,583	$59,310	$61,089	$62,922
Admin Fees	$7,466,188	$98,664	$101,624	$104,672	$107,812	$111,047	$114,378	$117,810	$121,344	$124,984	$128,734	$132,596	$136,574	$140,671	$144,891	$149,238	$153,715	$158,326	$163,076	$167,968	$173,007	$178,198	$183,544	$189,050	$194,721	$200,563
Late Fees	$10,683,063	$141,174	$145,409	$149,771	$154,264	$158,892	$163,659	$168,569	$173,626	$178,835	$184,200	$189,726	$195,418	$201,280	$207,319	$213,538	$219,944	$226,543	$233,339	$240,339	$247,549	$254,976	$262,625	$270,504	$278,619	$286,977
Move Out Charges	$3,479,772	$45,984	$47,364	$48,785	$50,248	$51,756	$53,308	$54,908	$56,555	$58,251	$59,999	$61,799	$63,653	$65,563	$67,529	$69,555	$71,642	$73,791	$76,005	$78,285	$80,634	$83,053	$85,544	$88,111	$90,754	$93,477
Rent Premiums	$25,098,986	$331,676	$341,627	$351,876	$362,432	$373,305	$384,504	$396,039	$407,920	$420,158	$432,763	$445,745	$459,118	$472,891	$487,078	$501,690	$516,741	$532,243	$548,211	$564,657	$581,597	$599,045	$617,016	$635,526	$654,592	$674,230
Resident Insurance Premiums	$13,330,276	$176,156	$181,441	$186,884	$192,491	$198,265	$204,213	$210,340	$216,650	$223,149	$229,844	$236,739	$243,841	$251,156	$258,691	$266,452	$274,445	$282,679	$291,159	$299,894	$308,891	$318,157	$327,702	$337,533	$347,659	$358,089
Package Service, net	$9,560,114	$126,334	$130,124	$134,028	$138,049	$142,190	$146,456	$150,850	$155,375	$160,037	$164,838	$169,783	$174,876	$180,123	$185,526	$191,092	$196,825	$202,730	$208,811	$215,076	$221,528	$228,174	$235,019	$242,070	$249,332	$256,812
Utility Reimbursement - Electricity	$47,683,197	$630,121	$649,024	$668,495	$688,550	$709,207	$730,483	$752,397	$774,969	$798,218	$822,165	$846,830	$872,235	$898,402	$925,354	$953,114	$981,708	$1,011,159	$1,041,494	$1,072,739	$1,104,921	$1,138,068	$1,172,210	$1,207,377	$1,243,598	$1,280,906
Utility Reimbursement - Admin	$7,940,244	$104,928	$108,076	$111,318	$114,658	$118,098	$121,641	$125,290	$129,048	$132,920	$136,908	$141,015	$145,245	$149,603	$154,091	$158,713	$163,475	$168,379	$173,430	$178,633	$183,992	$189,512	$195,197	$201,053	$207,085	$213,297
Credit Reporting Reimbursement	$5,221,033	$68,995	$71,064	$73,196	$75,392	$77,654	$79,984	$82,383	$84,855	$87,400	$90,022	$92,723	$95,505	$98,370	$101,321	$104,360	$107,491	$110,716	$114,038	$117,459	$120,982	$124,612	$128,350	$132,201	$136,167	$140,252
Guarantor Waiver Fee	$17,716,059	$234,113	$241,136	$248,371	$255,822	$263,496	$271,401	$279,543	$287,930	$296,567	$305,464	$314,628	$324,067	$333,789	$343,803	$354,117	$364,740	$375,683	$386,953	$398,562	$410,519	$422,834	$435,519	$448,585	$462,042	$475,904
Other Income	$3,262,242	$43,110	$44,403	$45,735	$47,107	$48,520	$49,976	$51,475	$53,019	$54,610	$56,248	$57,936	$59,674	$61,464	$63,308	$65,207	$67,163	$69,178	$71,254	$73,391	$75,593	$77,861	$80,197	$82,603	$85,081	$87,633
Public Parking Income	$10,270,227	$135,718	$139,790	$143,984	$148,303	$152,752	$157,335	$162,055	$166,916	$171,924	$177,082	$182,394	$187,866	$193,502	$199,307	$205,286	$211,445	$217,788	$224,322	$231,051	$237,983	$245,122	$252,476	$260,050	$267,852	$275,887
Tenant Parking Income	$40,398,452	$533,855	$549,871	$566,367	$583,358	$600,858	$618,884	$637,451	$656,574	$676,271	$696,560	$717,456	$738,980	$761,149	$783,984	$807,503	$831,729	$856,680	$882,381	$908,852	$936,118	$964,201	$993,127	$1,022,921	$1,053,609	$1,085,217
Other Inc Vacancy	-$8,516,111	-$112,538	-$115,914	-$119,392	-$122,973	-$126,663	-$130,463	-$134,376	-$138,408	-$142,560	-$146,837	-$151,242	-$155,779	-$160,453	-$165,266	-$170,224	-$175,331	-$180,591	-$186,008	-$191,589	-$197,336	-$203,256	-$209,354	-$215,635	-$222,104	-$228,767
Other Income, net	**$204,452,199**	**$2,701,782**	**$2,782,835**	**$2,866,320**	**$2,952,310**	**$3,040,879**	**$3,132,106**	**$3,226,069**	**$3,322,851**	**$3,422,536**	**$3,525,213**	**$3,630,969**	**$3,739,898**	**$3,852,095**	**$3,967,658**	**$4,086,687**	**$4,209,288**	**$4,335,567**	**$4,465,634**	**$4,599,603**	**$4,737,591**	**$4,879,719**	**$5,026,110**	**$5,176,893**	**$5,332,200**	**$5,492,166**
Effective Gross Income	**$1,396,963,314**	**$18,952,966**	**$19,010,788**	**$19,581,112**	**$20,168,545**	**$20,773,602**	**$21,396,810**	**$22,038,714**	**$22,699,875**	**$23,380,872**	**$24,079,811**	**$24,800,329**	**$25,544,339**	**$26,310,669**	**$27,099,989**	**$27,912,989**	**$28,750,378**	**$29,612,890**	**$30,501,276**	**$31,416,315**	**$32,358,804**	**$33,329,568**	**$34,329,455**	**$35,359,339**	**$36,420,119**	**$37,512,723**
Repair & Maintenance	-$26,744,991	-$353,428	-$364,031	-$374,952	-$386,200	-$397,786	-$409,720	-$422,012	-$434,672	-$447,712	-$461,143	-$474,978	-$489,227	-$503,904	-$519,021	-$534,592	-$550,629	-$567,148	-$584,163	-$601,688	-$619,738	-$638,330	-$657,480	-$677,205	-$697,521	-$718,446
Third Party Contracts	-$39,347,664	-$519,969	-$535,568	-$551,635	-$568,184	-$585,230	-$602,787	-$620,870	-$639,496	-$658,681	-$678,442	-$698,795	-$719,759	-$741,351	-$763,592	-$786,500	-$810,095	-$834,398	-$859,430	-$885,212	-$911,769	-$939,122	-$967,296	-$996,314	-$1,026,204	-$1,056,990
Payroll	-$88,588,678	-$1,170,676	-$1,205,796	-$1,241,970	-$1,279,229	-$1,317,606	-$1,357,134	-$1,397,848	-$1,439,784	-$1,482,977	-$1,527,467	-$1,573,291	-$1,620,489	-$1,669,104	-$1,719,177	-$1,770,752	-$1,823,875	-$1,878,591	-$1,934,949	-$1,992,998	-$2,052,787	-$2,114,371	-$2,177,802	-$2,243,136	-$2,310,430	-$2,379,743
Advertising & Marketing	-$11,851,769	-$156,618	-$161,317	-$166,156	-$171,141	-$176,275	-$181,563	-$187,010	-$192,620	-$198,399	-$204,351	-$210,481	-$216,796	-$223,300	-$229,999	-$236,899	-$244,006	-$251,326	-$258,866	-$266,632	-$274,631	-$282,870	-$291,356	-$300,096	-$309,099	-$318,372
General & Administrative	-$44,332,554	-$585,843	-$603,418	-$621,521	-$640,166	-$659,371	-$679,153	-$699,527	-$720,513	-$742,128	-$764,392	-$787,324	-$810,944	-$835,272	-$860,330	-$886,140	-$912,724	-$940,106	-$968,309	-$997,358	-$1,027,279	-$1,058,098	-$1,089,841	-$1,122,536	-$1,156,212	-$1,190,898
Utilities (Common Area)	-$53,843,754	-$711,531	-$732,877	-$754,863	-$777,509	-$800,834	-$824,859	-$849,605	-$875,093	-$901,346	-$928,387	-$956,238	-$984,925	-$1,014,473	-$1,044,907	-$1,076,254	-$1,108,542	-$1,141,798	-$1,176,052	-$1,211,334	-$1,247,674	-$1,285,104	-$1,323,657	-$1,363,367	-$1,404,268	-$1,446,396
Utilities (Occupied Units)	-$52,971,167	-$700,000	-$721,000	-$742,630	-$764,909	-$787,856	-$811,492	-$835,837	-$860,912	-$886,739	-$913,341	-$940,741	-$968,964	-$998,033	-$1,027,974	-$1,058,813	-$1,090,577	-$1,123,295	-$1,156,993	-$1,191,703	-$1,227,454	-$1,264,278	-$1,302,206	-$1,341,272	-$1,381,511	-$1,422,956
Utilities (Vacant Units)	-$1,122,383	-$14,832	-$15,277	-$15,735	-$16,207	-$16,694	-$17,194	-$17,710	-$18,241	-$18,789	-$19,352	-$19,933	-$20,531	-$21,147	-$21,781	-$22,435	-$23,108	-$23,801	-$24,515	-$25,250	-$26,008	-$26,788	-$27,592	-$28,420	-$29,272	-$30,150
FIU Fee	-$15,080,252	-$200,000	-$206,000	-$212,180	-$218,545	-$225,102	-$231,855	-$238,810	-$245,975	-$253,354	-$260,955	-$268,783	-$276,847	-$285,152	-$293,707	-$302,518	-$311,593	-$320,941	-$330,570	-$340,487	-$350,701	-$361,222	-$372,059	-$383,221	-$394,717	-$406,559
Management Fee	-$33,565,526	-$455,858	-$456,764	-$470,467	-$484,581	-$499,119	-$514,092	-$529,515	-$545,400	-$561,762	-$578,565	-$595,884	-$613,760	-$632,173	-$651,138	-$670,673	-$690,793	-$711,516	-$732,862	-$754,848	-$777,493	-$800,818	-$824,843	-$849,588	-$875,076	-$901,328
Insurance	-$60,538,477	-$800,000	-$824,000	-$848,720	-$874,182	-$900,407	-$927,419	-$955,242	-$983,899	-$1,013,416	-$1,043,819	-$1,075,133	-$1,107,387	-$1,140,609	-$1,174,827	-$1,210,072	-$1,246,374	-$1,283,765	-$1,322,278	-$1,361,946	-$1,402,805	-$1,444,889	-$1,488,236	-$1,532,883	-$1,578,869	-$1,626,235
Issuer Fee	-$187,953	-$303	-$803	-$1,308	-$1,778	-$2,205	-$2,597	-$2,958	-$3,300	-$3,630	-$3,926	-$4,193	-$4,486	-$4,765	-$5,029	-$5,277	-$5,508	-$5,721	-$5,917	-$6,092	-$6,247	-$6,381	-$6,492	-$6,577	-$6,636	-$6,668
Rating Agency	-$205,833	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-$5,833	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000
Trustee Fee	-$154,375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-$4,375	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500
Nonprofit Management Fee	-$5,675,482	-$75,000	-$77,250	-$79,568	-$81,955	-$84,413	-$86,946	-$89,554	-$92,241	-$95,008	-$97,858	-$100,794	-$103,818	-$106,932	-$110,140	-$113,444	-$116,848	-$120,353	-$123,964	-$127,682	-$131,513	-$135,458	-$139,522	-$143,708	-$148,019	-$152,460
Operating Expenses	**-$434,210,859**	**-$5,744,058**	**-$5,904,101**	**-$6,081,705**	**-$6,264,587**	**-$6,452,898**	**-$6,646,811**	**-$6,846,499**	**-$7,052,147**	**-$7,263,942**	**-$7,481,997**	**-$7,706,568**	**-$7,937,933**	**-$8,176,215**	**-$8,421,622**	**-$8,674,368**	**-$8,934,672**	**-$9,202,760**	**-$9,478,867**	**-$9,763,231**	**-$10,056,308**	**-$10,375,229**	**-$10,685,486**	**-$11,005,822**	**-$11,335,334**	**-$11,674,701**
Net Operating Income	**$962,752,455**	**$13,208,909**	**$13,106,688**	**$13,499,407**	**$13,903,959**	**$14,320,703**	**$14,749,999**	**$15,192,215**	**$15,647,729**	**$16,116,929**	**$16,597,815**	**$17,093,761**	**$17,606,406**	**$18,134,454**	**$18,678,367**	**$19,238,621**	**$19,815,706**	**$20,410,130**	**$21,022,410**	**$21,653,084**	**$22,292,496**	**$22,954,339**	**$23,643,575**	**$24,353,517**	**$25,084,785**	**$25,838,021**
Available DS Cash	**$962,752,455**	**$13,208,909**	**$13,106,688**	**$13,499,407**	**$13,903,959**	**$14,320,703**	**$14,749,999**	**$15,192,215**	**$15,647,729**	**$16,116,929**	**$16,597,815**	**$17,093,761**	**$17,606,406**	**$18,134,454**	**$18,678,367**	**$19,238,621**	**$19,815,706**	**$20,410,130**	**$21,022,410**	**$21,653,084**	**$22,292,496**	**$22,954,339**	**$23,643,575**	**$24,353,517**	**$25,084,785**	**$25,838,021**
Term Bond 2036 Amortization	$14,210,000	$500,000	$450,000	$750,000	$1,100,000	$1,400,000	$1,650,000	$1,815,000	$1,910,000	$2,200,000	$2,435,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2036 Interest Expense	$5,051,845	$731,815	$708,522	$684,866	$647,558	$592,445	$521,663	$437,785	$345,037	$247,090	$135,063	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2036 DS	**$19,261,845**	**$1,231,815**	**$1,158,522**	**$1,434,866**	**$1,747,558**	**$1,992,445**	**$2,171,663**	**$2,252,785**	**$2,255,037**	**$2,447,090**	**$2,570,063**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	$36,431,163	$668,311	$706,824	$712,897	$720,592	$728,525	$736,696	$745,113	$753,783	$762,714	$767,203	$780,399	$791,059	$801,112	$811,465	$822,129	$833,113	$844,428	$856,082	$868,086	$874,973	$891,759	$905,956	$919,473	$933,392	$947,729
Adj Term Bond 2036 DS	**$11,959,188**	**$563,504**	**$451,698**	**$721,969**	**$1,026,966**	**$1,263,921**	**$1,434,967**	**$1,507,673**	**$1,501,255**	**$1,684,376**	**$1,802,860**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2036 DSCRx	**—**	**23.7956x**	**29.4725x**	**18.9919x**	**13.7517x**	**11.5085x**	**10.4406x**	**10.2350x**	**10.5869x**	**9.7189x**	**9.3511x**	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Term Bond 2036 B/E Occupancy	—	30.8%	30.1%	31.3%	32.6%	33.6%	34.2%	34.3%	34.1%	34.6%	34.9%	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Term Bond 2046 Amortization	$28,395,000	-	-	-	-	-	-	-	-	-	-	$2,220,000	$2,340,000	$2,465,000	$2,595,000	$2,735,000	$2,885,000	$3,035,000	$3,200,000	$3,370,000	$3,550,000	-	-	-	-	-
Term Bond 2046 Interest Expense	$24,311,244	$1,519,133	$1,519,697	$1,519,133	$1,519,133	$1,519,133	$1,519,133	$1,519,133	$1,519,133	$1,519,133	$1,519,133	$1,519,133	$1,410,498	$1,285,856	$1,154,549	$1,016,310	$870,627	$716,964	$555,277	$384,830	$205,311	-	-	-	-	-
Term Bond 2046 DS	**$52,706,244**	**$1,519,133**	**$1,519,697**	**$1,519,133**	**$1,519,133**	**$1,519,133**	**$1,519,133**	**$1,519,133**	**$1,519,133**	**$1,519,133**	**$1,519,133**	**$3,739,133**	**$3,750,498**	**$3,750,856**	**$3,749,549**	**$3,751,310**	**$3,755,627**	**$3,751,964**	**$3,755,277**	**$3,754,830**	**$3,755,311**	-	-	-	-	-
Total DS (through Term Bond 2046)	**$56,382,585**	**$2,082,636**	**$1,971,395**	**$2,241,102**	**$2,546,098**	**$2,783,053**	**$2,954,100**	**$3,026,805**	**$3,020,387**	**$3,203,509**	**$3,321,992**	**$2,958,733**	**$2,959,439**	**$2,949,744**	**$2,938,084**	**$2,929,181**	**$2,922,514**	**$2,907,537**	**$2,899,195**	**$2,886,744**	**$2,880,338**	-	-	-	-	-
Total DSCRx (through Term Bond 2046)	**—**	**6.4384x**	**6.7529x**	**6.1182x**	**5.5467x**	**5.2266x**	**5.0715x**	**5.0981x**	**5.2621x**	**5.1101x**	**5.0749x**	**5.8682x**	**6.0428x**	**6.2445x**	**6.4573x**	**6.6712x**	**6.8870x**	**7.1301x**	**7.3651x**	**7.6188x**	**7.8613x**	—	—	—	—	—
Term Bond 2046 B/E Occupancy	—	38.5%	37.6%	38.6%	39.7%	40.4%	40.8%	40.7%	40.3%	40.7%	40.8%	39.0%	38.7%	38.4%	38.0%	37.7%	37.4%	37.1%	36.8%	36.5%	36.2%	—	—	—	—	—
Term Bond 2056 Amortization	$48,290,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$3,740,000	$3,950,000	$4,170,000	$4,400,000	$4,645,000
Term Bond 2056 Interest Expense	$69,732,332	$2,680,095	$2,681,128	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,680,095	$2,490,254	$2,272,024	$2,041,632	$1,798,523
Term Bond 2056 DS	**$118,022,332**	**$2,680,095**	**$2,681,128**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$2,680,095**	**$6,420,095**	**$6,440,254**	**$6,442,024**	**$6,441,632**	**$6,443,523**
Total DS (through Term Bond 2056)	**$164,843,694**	**$4,762,731**	**$4,652,523**	**$4,921,197**	**$5,226,193**	**$5,463,148**	**$5,634,195**	**$5,706,900**	**$5,700,482**	**$5,883,604**	**$6,002,087**	**$5,638,828**	**$5,639,534**	**$5,629,839**	**$5,618,179**	**$5,609,276**	**$5,602,609**	**$5,587,632**	**$5,579,290**	**$5,566,839**	**$5,560,433**	**$5,528,336**	**$5,534,298**	**$5,522,552**	**$5,508,240**	**$5,495,793**
Total DSCRx (through Term Bond 2056)	**—**	**2.8154x**	**2.8614x**	**2.7862x**	**2.7023x**	**2.6625x**	**2.6591x**	**2.7039x**	**2.7881x**	**2.7824x**	**2.8088x**	**3.0791x**	**3.1711x**	**3.2718x**	**3.3769x**	**3.4837x**	**3.5925x**	**3.7102x**	**3.8272x**	**3.9508x**	**4.0722x**	**4.2175x**	**4.3394x**	**4.4792x**	**4.6257x**	**4.7754x**
Term Bond 2056 B/E Occupancy	—	52.0%	50.7%	51.3%	52.0%	52.4%	52.4%	52.0%	51.3%	51.3%	51.1%	49.1%	48.5%	47.8%	47.2%	46.6%	46.1%	45.5%	45.0%	44.4%	43.9%	43.4%	43.0%	42.5%	42.0%	41.6%
Term Bond 2066 Amortization	$96,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2066 Interest Expense	$201,725,551	$5,520,000	$5,522,204	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000
Term Bond 2066 DS	**$297,725,551**	**$5,520,000**	**$5,522,204**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**
Total DS	**$451,284,809**	**$10,282,731**	**$10,174,726**	**$10,441,197**	**$10,746,193**	**$10,983,148**	**$11,154,195**	**$11,226,900**	**$11,220,482**	**$11,403,604**	**$11,522,087**	**$11,158,828**	**$11,159,534**	**$11,149,839**	**$11,138,179**	**$11,129,276**	**$11,122,609**	**$11,107,632**	**$11,099,290**	**$11,086,839**	**$11,080,433**	**$11,048,336**	**$11,054,298**	**$11,042,552**	**$11,028,240**	**$11,015,793**
Total DSCRx	**—**	**1.3040x**	**1.3084x**	**1.3132x**	**1.3142x**	**1.3244x**	**1.3432x**	**1.3745x**	**1.4165x**	**1.4355x**	**1.4632x**	**1.5559x**	**1.6025x**	**1.6520x**	**1.7033x**	**1.7558x**	**1.8096x**	**1.8664x**	**1.9238x**	**1.9838x**	**2.0435x**	**2.1103x**	**2.1725x**	**2.2401x**	**2.3104x**	**2.3825x**
Term Bond 2066 B/E Occupancy	—	79.8%	77.7%	77.6%	77.5%	77.1%	76.4%	75.3%	73.9%	73.3%	72.5%	69.8%	68.6%	67.4%	66.2%	65.0%	63.9%	62.8%	61.8%	60.8%	59.8%	58.8%	57.9%	57.0%	56.2%	55.3%
Timing Factor for Reserves	-$317,216	-$23,186	-$22,734	-$22,205	-$21,703	-$21,234	-$20,791	-$20,372	-$19,968	-$19,573	-$19,204	-$18,857	-$18,490	-$18,134	-$17,790	-$17,457	-$17,138	-$16,832	-$16,540	-$16,263	-$5,701	$2,067	$2,318	$2,526	$2,714	$2,881
Replacement Reserves	-$22,172,217	-$293,000	-$301,790	-$310,844	-$320,169	-$329,774	-$339,667	-$349,857	-$360,353	-$371,164	-$382,299	-$393,767	-$405,581	-$417,748	-$430,280	-$443,189	-$456,484	-$470,179	-$484,284	-$498,813	-$513,777	-$529,191	-$545,066	-$561,418	-$578,261	-$595,609
PILOT Payments	-$31,238,364	-$350,000	-$360,500	-$371,315	-$384,311	-$397,762	-$411,684	-$426,093	-$441,006	-$456,441	-$472,416	-$488,951	-$506,064	-$523,776	-$544,727	-$566,516	-$589,177	-$612,744	-$637,254	-$662,744	-$689,253	-$716,824	-$745,497	-$775,316	-$806,329	-$838,582
Asset Management Fee	-$22,701,929	-$300,000	-$309,000	-$318,270	-$327,818	-$337,653	-$347,782	-$358,216	-$368,962	-$380,031	-$391,432	-$403,175	-$415,270	-$427,728	-$440,560	-$453,777	-$467,390	-$481,412	-$495,854	-$510,730	-$526,052	-$541,833	-$558,088	-$574,831	-$592,076	-$609,838
Tenant Improvements	-$435,960	-	-	-	-	-	-	-	-	-	-$108,990	-	-	-	-	-	-	-	-	-	-$108,990	-	-	-	-	-
Leasing Commissions	-$1,183,775	-	-	-	-	-	-	-	-	-	-$179,979	-	-	-	-	-	-	-	-	-	-$241,877	-	-	-	-	-
Cash from Reserves	$12,350,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Surplus Cash	$460,848,437	$2,159,992	$2,143,937	$2,247,756	$2,322,309	$2,476,234	$2,707,734	$3,049,587	$3,482,932	$3,739,471	$3,782,362	$4,898,965	$5,378,314	$5,882,381	$6,400,538	$6,930,923	$7,474,502	$8,042,273	$8,619,758	$9,218,183	$9,477,114	$10,481,445	$11,115,003	$11,785,146	$12,477,311	$13,187,639
Nonprofit Asset Management from Surplus Fu	-$5,655,094	-$75,000	-$77,250	-$79,568	-$81,955	-$84,413	-$86,946	-$89,554	-$92,241	-$95,008	-$97,858	-$100,794	-$103,818	-$106,932	-$110,140	-$113,444	-$116,848	-$120,353	-$123,964	-$127,682	-$131,513	-$135,458	-$139,522	-$143,708	-$148,019	-$152,460
Supplemental Asset Management Fee	-$92,877,811	-$1,884,992	-$1,860,687	-$1,956,009	-$2,021,809	-$2,166,719	-$2,388,934	-$2,721,223	-$2,445,433	-$2,470,202	-$2,544,308	-$2,620,637	-$2,699,256	-$2,780,234	-$2,863,641	-$2,949,550	-$3,038,036	-$3,129,178	-$3,223,053	-$3,319,744	-$3,419,337	-$3,521,917	-$3,627,574	-$3,736,402	-$3,848,494	-$3,963,949
Excess Cash Flow to University	$362,315,531	$200,000	$206,000	$212,180	$218,545	$225,102	$231,855	$238,810	$945,259	$1,174,262	$1,140,197	$2,177,535	$2,575,240	$2,995,216	$3,426,757	$3,867,929	$4,319,618	$4,792,742	$5,272,741	$5,770,756	$5,926,264	$6,824,070	$7,347,906	$7,905,037	$8,480,798	$9,071,231

Bond Pro Forma (Bond Yea

Each column is a bond year: the coupon-date payn

Line Item	Oct 2052	Oct 2053	Oct 2054	Oct 2055	Oct 2056	Oct 2057	Oct 2058	Oct 2059	Oct 2060	Oct 2061	Oct 2062	Oct 2063	Oct 2064	Oct 2065	Oct 2066
Gross Potential Residential Rent	$35,095,960	$36,148,839	$37,233,304	$38,350,303	$39,500,812	$40,685,836	$41,906,411	$43,163,604	$44,458,512	$45,792,267	$47,166,035	$48,581,016	$50,038,447	$51,539,600	$57,580,841
Residential Gain/(Loss) to Lease	-$534,415	-$550,448	-$566,961	-$583,970	-$601,489	-$619,534	-$638,120	-$657,263	-$676,981	-$697,290	-$718,209	-$739,755	-$761,948	-$784,807	-$840,547
Residential Vacancy	-$1,398,306	-$1,440,255	-$1,483,463	-$1,527,967	-$1,573,806	-$1,621,020	-$1,669,650	-$1,719,740	-$1,771,332	-$1,824,472	-$1,879,206	-$1,935,582	-$1,993,650	-$2,053,459	-$2,294,157
Residential Bad Debt	-$663,265	-$683,163	-$703,658	-$724,767	-$746,510	-$768,906	-$791,973	-$815,732	-$840,204	-$865,410	-$891,372	-$918,114	-$945,657	-$974,027	-$1,088,923
Residential Income, net	**$32,499,974**	**$33,474,973**	**$34,479,222**	**$35,513,599**	**$36,579,007**	**$37,676,377**	**$38,806,669**	**$39,970,869**	**$41,169,995**	**$42,405,095**	**$43,677,247**	**$44,987,565**	**$46,337,192**	**$47,727,308**	**$53,357,215**
Gross Potential Commercial Rent	$412,503	$424,878	$437,624	$450,753	$464,275	$478,204	$492,550	$507,326	$522,546	$538,222	$554,369	$571,000	$588,130	$605,774	$676,874
CAM Reimbursements	$101,615	$104,664	$107,804	$111,038	$114,369	$117,800	$121,334	$124,974	$128,723	$132,585	$136,562	$140,659	$144,879	$149,225	$166,726
Gross Potential Income	**$514,118**	**$529,541**	**$545,428**	**$561,791**	**$578,644**	**$596,004**	**$613,884**	**$632,300**	**$651,269**	**$670,807**	**$690,931**	**$711,659**	**$733,009**	**$754,999**	**$843,600**
Commercial Vacancy	-$28,058	-$28,900	-$29,767	-$30,660	-$31,580	-$32,527	-$33,503	-$34,508	-$35,543	-$36,610	-$37,708	-$38,839	-$40,004	-$41,204	-$46,040
Commercial Bad Debt	-$4,861	-$5,006	-$5,157	-$5,311	-$5,471	-$5,635	-$5,804	-$5,978	-$6,157	-$6,342	-$6,532	-$6,728	-$6,930	-$7,138	-$7,976
Commercial Income, net	**$481,199**	**$495,635**	**$510,504**	**$525,819**	**$541,594**	**$557,842**	**$574,577**	**$591,814**	**$609,569**	**$627,856**	**$646,691**	**$666,092**	**$686,075**	**$706,657**	**$789,585**
Application Fees	$64,810	$66,754	$68,757	$70,819	$72,944	$75,132	$77,386	$79,708	$82,099	$84,562	$87,099	$89,712	$92,403	$95,175	$106,445
Admin Fees	$206,580	$212,777	$219,161	$225,735	$232,507	$239,483	$246,667	$254,067	$261,689	$269,540	$277,626	$285,955	$294,534	$303,370	$339,291
Late Fees	$295,587	$304,454	$313,588	$322,996	$332,685	$342,666	$352,946	$363,534	$374,440	$385,674	$397,244	$409,161	$421,436	$434,079	$485,478
Move Out Charges	$96,281	$99,169	$102,144	$105,209	$108,365	$111,616	$114,964	$118,413	$121,966	$125,625	$129,393	$133,275	$137,273	$141,392	$158,134
Rent Premiums	$694,457	$715,291	$736,749	$758,852	$781,617	$805,066	$829,218	$854,094	$879,717	$906,109	$933,292	$961,291	$990,129	$1,019,833	$1,140,590
Resident Insurance Premiums	$368,832	$379,897	$391,294	$403,032	$415,123	$427,577	$440,404	$453,616	$467,225	$481,242	$495,679	$510,549	$525,866	$541,642	$605,777
Package Service, net	$264,516	$272,452	$280,625	$289,044	$297,715	$306,647	$315,846	$325,322	$335,081	$345,134	$355,488	$366,152	$377,137	$388,451	$434,447
Utility Reimbursement - Electricity	$1,319,333	$1,358,913	$1,399,681	$1,441,671	$1,484,921	$1,529,469	$1,575,353	$1,622,613	$1,671,292	$1,721,431	$1,773,073	$1,826,266	$1,881,054	$1,937,485	$2,166,900
Utility Reimbursement - Admin	$219,696	$226,287	$233,076	$240,068	$247,270	$254,688	$262,329	$270,199	$278,305	$286,654	$295,254	$304,111	$313,235	$322,632	$360,834
Credit Reporting Reimbursement	$144,459	$148,793	$153,257	$157,855	$162,590	$167,468	$172,492	$177,667	$182,997	$188,487	$194,141	$199,965	$205,964	$212,143	$237,263
Guarantor Waiver Fee	$490,181	$504,886	$520,033	$535,634	$551,703	$568,254	$585,301	$602,860	$620,946	$639,575	$658,762	$678,525	$698,881	$719,847	$805,083
Other Income	$90,262	$92,970	$95,759	$98,632	$101,591	$104,638	$107,778	$111,011	$114,341	$117,772	$121,305	$124,944	$128,692	$132,553	$148,248
Public Parking Income	$284,164	$292,689	$301,470	$310,514	$319,829	$329,424	$339,307	$349,486	$359,971	$370,770	$381,893	$393,350	$405,150	$417,305	$466,717
Tenant Parking Income	$1,117,774	$1,151,307	$1,185,846	$1,221,421	$1,258,064	$1,295,806	$1,334,680	$1,374,721	$1,415,962	$1,458,441	$1,502,194	$1,547,260	$1,593,678	$1,641,488	$1,835,854
Other Inc Vacancy	-$235,630	-$242,699	-$249,980	-$257,479	-$265,204	-$273,160	-$281,354	-$289,795	-$298,489	-$307,444	-$316,667	-$326,167	-$335,952	-$346,030	-$387,003
Other Income, net	**$5,656,931**	**$5,826,639**	**$6,001,438**	**$6,181,481**	**$6,366,926**	**$6,557,934**	**$6,754,672**	**$6,957,312**	**$7,166,031**	**$7,381,012**	**$7,602,443**	**$7,830,516**	**$8,065,431**	**$8,307,394**	**$9,291,059**
Effective Gross Income	**$38,638,104**	**$39,797,248**	**$40,991,165**	**$42,220,900**	**$43,487,527**	**$44,792,153**	**$46,135,917**	**$47,519,995**	**$48,945,595**	**$50,413,963**	**$51,926,381**	**$53,484,173**	**$55,088,698**	**$56,741,359**	**$63,437,859**
Repair & Maintenance	-$740,000	-$762,200	-$785,066	-$808,618	-$832,876	-$857,863	-$883,598	-$910,106	-$937,410	-$965,532	-$994,498	-$1,024,333	-$1,055,063	-$1,086,715	-$1,215,391
Third Party Contracts	-$1,088,700	-$1,121,361	-$1,155,001	-$1,189,651	-$1,225,341	-$1,262,101	-$1,299,964	-$1,338,963	-$1,379,132	-$1,420,506	-$1,463,121	-$1,507,015	-$1,552,225	-$1,598,792	-$1,788,102
Payroll	-$2,451,136	-$2,524,670	-$2,600,410	-$2,678,422	-$2,758,775	-$2,841,538	-$2,926,784	-$3,014,588	-$3,105,025	-$3,198,176	-$3,294,121	-$3,392,945	-$3,494,733	-$3,599,575	-$4,025,795
Advertising & Marketing	-$327,923	-$337,761	-$347,894	-$358,331	-$369,081	-$380,153	-$391,558	-$403,304	-$415,403	-$427,866	-$440,702	-$453,923	-$467,540	-$481,566	-$538,588
General & Administrative	-$1,226,625	-$1,263,424	-$1,301,327	-$1,340,366	-$1,380,577	-$1,421,995	-$1,464,655	-$1,508,594	-$1,553,852	-$1,600,468	-$1,648,482	-$1,697,936	-$1,748,874	-$1,801,340	-$2,014,634
Utilities (Common Area)	-$1,489,788	-$1,534,482	-$1,580,516	-$1,627,931	-$1,676,769	-$1,727,072	-$1,778,885	-$1,832,251	-$1,887,219	-$1,943,835	-$2,002,150	-$2,062,215	-$2,124,081	-$2,187,804	-$2,446,858
Utilities (Occupied Units)	-$1,465,645	-$1,509,614	-$1,554,902	-$1,601,549	-$1,649,596	-$1,699,084	-$1,750,056	-$1,802,558	-$1,856,635	-$1,912,334	-$1,969,704	-$2,028,795	-$2,089,659	-$2,152,348	-$2,407,204
Utilities (Vacant Units)	-$31,055	-$31,987	-$32,946	-$33,935	-$34,953	-$36,001	-$37,081	-$38,194	-$39,339	-$40,520	-$41,735	-$42,987	-$44,277	-$45,605	-$51,005
FIU Fee	-$418,756	-$431,318	-$444,258	-$457,586	-$471,313	-$485,452	-$500,016	-$515,017	-$530,467	-$546,381	-$562,772	-$579,656	-$597,045	-$614,957	-$633,405
Management Fee	-$928,368	-$956,219	-$984,905	-$1,014,452	-$1,044,886	-$1,076,233	-$1,108,519	-$1,141,775	-$1,176,028	-$1,211,309	-$1,247,648	-$1,285,078	-$1,323,630	-$1,363,339	-$1,524,220
Insurance	-$1,675,022	-$1,725,273	-$1,777,031	-$1,830,342	-$1,885,252	-$1,941,810	-$2,000,064	-$2,060,066	-$2,121,868	-$2,185,524	-$2,251,090	-$2,318,623	-$2,388,181	-$2,459,827	-$2,751,091
Issuer Fee	-$6,670	-$6,641	-$6,580	-$6,484	-$6,352	-$6,181	-$5,970	-$5,715	-$5,413	-$5,061	-$4,657	-$4,198	-$3,680	-$3,100	-$2,455
Rating Agency	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000	-$10,000
Trustee Fee	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500	-$7,500
Nonprofit Management Fee	-$157,033	-$161,744	-$166,597	-$171,595	-$176,742	-$182,045	-$187,506	-$193,131	-$198,925	-$204,893	-$211,040	-$217,371	-$223,892	-$230,609	-$257,915
Operating Expenses	**-$12,624,220**	**-$12,384,193**	**-$12,754,933**	**-$13,136,762**	**-$13,530,014**	**-$13,935,028**	**-$14,352,157**	**-$14,781,763**	**-$15,224,217**	**-$15,679,904**	**-$16,149,220**	**-$16,632,573**	**-$17,130,381**	**-$17,643,077**	**-$19,674,163**
Net Operating Income	**$26,613,885**	**$27,413,055**	**$28,236,232**	**$29,084,137**	**$29,957,513**	**$30,857,125**	**$31,783,760**	**$32,738,232**	**$33,721,378**	**$34,734,058**	**$35,777,161**	**$36,851,600**	**$37,958,317**	**$39,098,282**	**$43,763,696**
Available DS Cash	**$26,613,885**	**$27,413,055**	**$28,236,232**	**$29,084,137**	**$29,957,513**	**$30,857,125**	**$31,783,760**	**$32,738,232**	**$33,721,378**	**$34,734,058**	**$35,777,161**	**$36,851,600**	**$37,958,317**	**$39,098,282**	**$43,763,696**
Term Bond 2036 Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2036 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2036 DS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	$962,497	$977,709	$993,378	$1,009,517	$1,019,813	$1,041,899	$1,060,898	$1,079,070	$1,097,784	$1,117,059	$1,136,914	$1,157,366	$1,178,431	$1,200,130	$1,214,884
Adj Term Bond 2036 DS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2036 DSCRx	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Term Bond 2036 B/E Occupancy	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Term Bond 2046 Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2046 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Bond 2046 DS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total DS (through Term Bond 2046)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total DSCRx (through Term Bond 2046)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Term Bond 2046 B/E Occupancy	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Term Bond 2056 Amortization	$4,900,000	$5,175,000	$5,460,000	$5,765,000	$6,085,000	-	-	-	-	-	-	-	-	-	-
Term Bond 2056 Interest Expense	$1,541,886	$1,271,145	$985,236	$683,557	$365,046	-	-	-	-	-	-	-	-	-	-
Term Bond 2056 DS	**$6,441,886**	**$6,446,145**	**$6,445,236**	**$6,448,557**	**$6,450,046**	-	-	-	-	-	-	-	-	-	-
Total DS (through Term Bond 2056)	**$5,479,389**	**$5,468,436**	**$5,451,859**	**$5,439,040**	**$5,430,233**	-	-	-	-	-	-	-	-	-	-
Total DSCRx (through Term Bond 2056)	**4.9335x**	**5.0918x**	**5.2607x**	**5.4314x**	**5.6036x**	—	—	—	—	—	—	—	—	—	—
Term Bond 2056 B/E Occupancy	41.2%	40.8%	40.3%	40.0%	39.6%	—	—	—	—	—	—	—	—	—	—
Term Bond 2066 Amortization	-	-	-	-	-	$6,420,000	$6,790,000	$7,180,000	$7,595,000	$8,030,000	$8,490,000	$8,980,000	$9,495,000	$10,040,000	$22,980,000
Term Bond 2066 Interest Expense	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,520,000	$5,182,407	$4,793,801	$4,382,868	$3,948,195	$3,488,608	$3,002,694	$2,488,753	$1,945,322	$1,370,701
Term Bond 2066 DS	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$5,520,000**	**$11,940,000**	**$11,972,407**	**$11,973,801**	**$11,977,868**	**$11,978,195**	**$11,978,608**	**$11,982,694**	**$11,983,753**	**$11,985,322**	**$24,350,701**
Total DS	**$10,999,389**	**$10,988,436**	**$10,971,859**	**$10,959,040**	**$10,950,233**	**$10,898,101**	**$10,911,509**	**$10,894,730**	**$10,880,084**	**$10,861,135**	**$10,841,694**	**$10,825,329**	**$10,805,322**	**$10,785,192**	**$23,135,816**
Total DSCRx	**2.4576x**	**2.5340x**	**2.6140x**	**2.6956x**	**2.7788x**	**2.8760x**	**2.9587x**	**3.0522x**	**3.1481x**	**3.2483x**	**3.3519x**	**3.4577x**	**3.5682x**	**3.6822x**	**1.9190x**
Term Bond 2066 B/E Occupancy	54.5%	53.7%	52.9%	52.1%	51.4%	50.6%	50.0%	49.3%	48.6%	48.0%	47.4%	46.8%	46.2%	45.6%	61.9%
Timing Factor for Reserves	$3,026	$3,147	$3,243	$3,313	$3,355	$3,368	$3,350	$3,298	$3,211	$3,086	$2,920	$2,713	$2,460	$2,159	$1,800
Replacement Reserves	-$613,477	-$631,881	-$650,838	-$670,363	-$690,474	-$711,188	-$732,524	-$754,499	-$777,134	-$800,448	-$824,462	-$849,196	-$874,671	-$900,912	-$1,007,587
PILOT Payments	-$872,126	-$907,011	-$943,291	-$981,023	-$1,020,264	-$1,061,074	-$1,103,517	-$1,147,658	-$1,193,564	-$1,241,307	-$1,290,959	-$1,342,597	-$1,396,301	-$1,452,153	-$1,510,239
Asset Management Fee	-$628,133	-$646,977	-$666,387	-$686,378	-$706,970	-$728,179	-$750,024	-$772,525	-$795,701	-$819,572	-$844,159	-$869,483	-$895,568	-$922,435	-$1,031,659
Tenant Improvements	-	-	-	-	-$108,990	-	-	-	-	-	-	-	-	-	-$108,990
Leasing Commissions	-	-	-	-	-$325,062	-	-	-	-	-	-	-	-	-	-$436,857
Cash from Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$12,350,000
Surplus Cash	$13,922,541	$14,673,215	$15,451,359	$16,248,232	$16,630,189	$17,947,404	$18,789,553	$19,687,135	$20,608,573	$21,561,063	$22,541,581	$23,547,363	$24,585,960	$25,654,706	$29,517,752
Nonprofit Asset Management from Surplus Fu	-$157,033	-$161,744	-$166,597	-$171,595	-$176,742	-$182,045	-$187,506	-$193,131	-$198,925	-$204,893	-$211,040	-$217,371	-$223,892	-$230,609	-$237,527
Supplemental Asset Management Fee	-$4,082,867	-$4,205,353	-$4,331,514	-$4,461,459	-$4,595,303	-	-	-	-	-	-	-	-	-	-
Excess Cash Flow to University	$9,682,641	$10,306,117	$10,953,249	$11,615,178	$11,858,144	$17,765,359	$18,602,047	$19,494,004	$20,409,648	$21,356,170	$22,330,541	$23,329,992	$24,362,068	$25,424,097	$29,280,225

Surplus Fund

Lapis

PV FIU	$87,637,736	Does not include value of building being donated to FIU

Month	Surplus Fund	Nonprofit AM Fee ofit AM Fee — Paid		Remaining	AM Fee	AM Fee — Paid	Surplus Fund Costs	Remaining
Oct 2027	$1,959,992	$75,000	$75,000	$1,884,992	$1,950,000	$1,884,992	$2,509,992	-
Oct 2028	$1,937,937	$77,250	$77,250	$1,860,687	$2,008,500	$1,860,687	$2,504,437	-
Oct 2029	$2,035,576	$79,568	$79,568	$1,956,009	$2,068,755	$1,956,009	$2,619,071	-
Oct 2030	$2,103,764	$81,955	$81,955	$2,021,809	$2,130,818	$2,021,809	$2,706,620	-
Oct 2031	$2,251,133	$84,413	$84,413	$2,166,719	$2,194,742	$2,166,719	$2,873,996	-
Oct 2032	$2,475,879	$86,946	$86,946	$2,388,934	$2,260,584	$2,388,934	$3,119,418	-
Oct 2033	$2,810,777	$89,554	$89,554	$2,721,223	$2,328,402	$2,721,223	$3,475,680	-
Oct 2034	$3,236,957	$92,241	$92,241	$3,144,717	$2,398,254	$2,445,433	$3,224,654	$699,284
Oct 2035	$3,486,117	$95,008	$95,008	$3,391,110	$2,470,202	$2,470,202	$3,275,004	$920,908
Oct 2036	$3,521,408	$97,858	$97,858	$3,423,550	$2,544,308	$2,544,308	$3,375,536	$879,242
Oct 2037	$4,630,182	$100,794	$100,794	$4,529,388	$2,620,637	$2,620,637	$3,479,165	$1,908,751
Oct 2038	$5,101,467	$103,818	$103,818	$4,997,650	$2,699,256	$2,699,256	$3,585,984	$2,298,393
Oct 2039	$5,597,229	$106,932	$106,932	$5,490,297	$2,780,234	$2,780,234	$3,696,094	$2,710,063
Oct 2040	$6,106,831	$110,140	$110,140	$5,996,691	$2,863,641	$2,863,641	$3,812,215	$3,133,050
Oct 2041	$6,628,406	$113,444	$113,444	$6,514,961	$2,949,550	$2,949,550	$3,932,028	$3,565,411
Oct 2042	$7,162,909	$116,848	$116,848	$7,046,061	$3,038,036	$3,038,036	$4,055,654	$4,008,025
Oct 2043	$7,721,331	$120,353	$120,353	$7,600,978	$3,129,178	$3,129,178	$4,183,216	$4,471,801
Oct 2044	$8,289,188	$123,964	$123,964	$8,165,224	$3,223,053	$3,223,053	$4,314,840	$4,942,172
Oct 2045	$8,877,696	$127,682	$127,682	$8,750,013	$3,319,744	$3,319,744	$4,450,657	$5,430,269
Oct 2046	$9,126,413	$131,513	$131,513	$8,994,900	$3,419,337	$3,419,337	$4,590,804	$5,575,563
Oct 2047	$10,120,223	$135,458	$135,458	$9,984,765	$3,521,917	$3,521,917	$4,735,421	$6,462,848
Oct 2048	$10,742,944	$139,522	$139,522	$10,603,422	$3,627,574	$3,627,574	$4,884,652	$6,975,848
Oct 2049	$11,401,925	$143,708	$143,708	$11,258,218	$3,736,402	$3,736,402	$5,038,647	$7,521,816
Oct 2050	$12,082,593	$148,019	$148,019	$11,934,574	$3,848,494	$3,848,494	$5,197,559	$8,086,081
Oct 2051	$12,781,080	$152,460	$152,460	$12,628,621	$3,963,949	$3,963,949	$5,361,549	$8,664,672
Oct 2052	$13,503,786	$157,033	$157,033	$13,346,752	$4,082,867	$4,082,867	$5,530,781	$9,263,885
Oct 2053	$14,241,897	$161,744	$161,744	$14,080,152	$4,205,353	$4,205,353	$5,705,426	$9,874,799
Oct 2054	$15,007,101	$166,597	$166,597	$14,840,505	$4,331,514	$4,331,514	$5,885,659	$10,508,991
Oct 2055	$15,790,646	$171,595	$171,595	$15,619,052	$4,461,459	$4,461,459	$6,071,662	$11,157,593
Oct 2056	$16,158,876	$176,742	$176,742	$15,982,134	$4,595,303	$4,595,303	$6,263,622	$11,386,831
Oct 2057	$17,461,951	$182,045	$182,045	$17,279,907	-	-	$1,728,571	$17,279,907
Oct 2058	$18,289,537	$187,506	$187,506	$18,102,031	-	-	$1,791,039	$18,102,031
Oct 2059	$19,172,119	$193,131	$193,131	$18,978,987	-	-	$1,855,805	$18,978,987
Oct 2060	$20,078,106	$198,925	$198,925	$19,879,181	-	-	$1,922,956	$19,879,181
Oct 2061	$21,014,682	$204,893	$204,893	$20,809,789	-	-	$1,992,581	$20,809,789
Oct 2062	$21,978,808	$211,040	$211,040	$21,767,768	-	-	$2,064,771	$21,767,768
Oct 2063	$22,967,708	$217,371	$217,371	$22,750,337	-	-	$2,139,624	$22,750,337
Oct 2064	$23,988,915	$223,892	$223,892	$23,765,023	-	-	$2,217,238	$23,765,023
Oct 2065	$25,039,749	$230,609	$230,609	$24,809,140	-	-	$2,297,719	$24,809,140
Oct 2066	$28,884,347	$237,527	$237,527	$28,646,820	-	-	$2,381,172	$28,646,820
Total	**$445,768,185**	**$5,655,094**	**$5,655,094**	**$440,113,090**	**$92,772,061**	**$92,877,811**	**$144,851,521**	**$347,235,279**

		100%		5.00%			
Year	FIU Fees	FIU Profit	FIU Total	Discount Factor	FIU DCF	Check on FIU Profit	
1	$200,000	-	$200,000	0.9524	$190,476	200,000	200,000
2	$206,000	-	$206,000	0.9070	$186,848	206,000	206,000
3	$212,180	-	$212,180	0.8638	$183,289	212,180	212,180
4	$218,545	-	$218,545	0.8227	$179,798	218,545	218,545
5	$225,102	-	$225,102	0.7835	$176,373	225,102	225,102
6	$231,855	-	$231,855	0.7462	$173,014	231,855	231,855
7	$238,810	-	$238,810	0.7107	$169,718	238,810	238,810
8	$245,975	$699,284	$945,259	0.6768	$639,788	945,259	245,975
9	$253,354	$920,908	$1,174,262	0.6446	$756,940	1,174,262	253,354
10	$260,955	$879,242	$1,140,197	0.6139	$699,982	1,140,197	260,955
11	$268,783	$1,908,751	$2,177,535	0.5847	$1,273,159	2,177,535	268,783
12	$276,847	$2,298,393	$2,575,240	0.5568	$1,433,990	2,575,240	276,847
13	$285,152	$2,710,063	$2,995,216	0.5303	$1,588,427	2,995,216	285,152
14	$293,707	$3,133,050	$3,426,757	0.5051	$1,730,745	3,426,757	293,707
15	$302,518	$3,565,411	$3,867,929	0.4810	$1,860,540	3,867,929	302,518
16	$311,593	$4,008,025	$4,319,618	0.4581	$1,978,867	4,319,618	311,593
17	$320,941	$4,471,801	$4,792,742	0.4363	$2,091,058	4,792,742	320,941
18	$330,570	$4,942,172	$5,272,741	0.4155	$2,190,933	5,272,741	330,570
19	$340,487	$5,430,269	$5,770,756	0.3957	$2,283,684	5,770,756	340,487
20	$350,701	$5,575,563	$5,926,264	0.3769	$2,233,547	5,926,264	350,701
21	$361,222	$6,462,848	$6,824,070	0.3589	$2,449,448	6,824,070	361,222
22	$372,059	$6,975,848	$7,347,906	0.3418	$2,511,881	7,347,906	372,059
23	$383,221	$7,521,816	$7,905,037	0.3256	$2,573,653	7,905,037	383,221
24	$394,717	$8,086,081	$8,480,798	0.3101	$2,629,623	8,480,798	394,717
25	$406,559	$8,664,672	$9,071,231	0.2953	$2,678,760	9,071,231	406,559
26	$418,756	$9,263,885	$9,682,641	0.2812	$2,723,153	9,682,641	418,756
27	$431,318	$9,874,799	$10,306,117	0.2678	$2,760,476	10,306,117	431,318
28	$444,258	$10,508,991	$10,953,249	0.2551	$2,794,104	10,953,249	444,258
29	$457,586	$11,157,593	$11,615,178	0.2429	$2,821,865	11,615,178	457,586
30	$471,313	$11,386,831	$11,858,144	0.2314	$2,743,707	11,858,144	471,313
31	$485,452	$17,279,907	$17,765,359	0.2204	$3,914,765	17,765,359	485,452
32	$500,016	$18,102,031	$18,602,047	0.2099	$3,903,940	18,602,047	500,016
33	$515,017	$18,978,987	$19,494,004	0.1999	$3,896,316	19,494,004	515,017
34	$530,467	$19,879,181	$20,409,648	0.1904	$3,885,074	20,409,648	530,467
35	$546,381	$20,809,789	$21,356,170	0.1813	$3,871,666	21,356,170	546,381
36	$562,772	$21,767,768	$22,330,541	0.1727	$3,855,533	22,330,541	562,772
37	$579,656	$22,750,337	$23,329,992	0.1644	$3,836,282	23,329,992	579,656
38	$597,045	$23,765,023	$24,362,068	0.1566	$3,815,231	24,362,068	597,045
39	$614,957	$24,809,140	$25,424,097	0.1491	$3,791,952	25,424,097	614,957
40	$633,405	$28,646,820	$29,280,225	0.1420	$4,159,130	29,280,225	633,405
	$15,080,252	$347,235,279	$362,315,531		$87,637,736		

Building transferred to FIU

FIU Board of Trustees

September 17, 2026

Subject: Selection Procedures for Small Trades Contractors

Proposed Action:

Florida International University Board of Trustees (i) approval of selection procedures for small trades contractors; (ii) authorization for the University President or her designee to execute, on behalf of the University, all documents, and take all actions, that may be necessary to effectuate the competitive selections and negotiations pursuant to said procedures; and (iii) delegation of authority to the University President or her designee to approve future revisions to the selection procedures that are ministerial or administrative in nature.

Background Information:

The Florida Board of Governors (BOG) has long promulgated a set of regulations governing construction programs across the State University System, including, without limitation, public announcement requirements, budgets, reserves, competitive solicitations for professional services and construction management services, and contracting methods. In particular, BOG Regulation 14.006 specifies that University boards of trustees may employ procedures to engage contractors for the planning, design and construction of new facilities, or for additions, remodeling, renovation, maintenance, or repairs to existing facilities.

FIU has established comprehensive selection procedures for architects/engineers, general contractors and construction managers, applicable both to individual projects and continuing services agreements. These vendors are typically engaged for higher-cost projects. FIU now seeks to formalize a comparable selection process for continuing services agreements with small trades contractors, who are utilized for more routine, day-to-day project needs. The proposed procedures, set forth in Standard Operating Procedure # FIU-09-001-ST, follow the framework the Board approved in June 2026 for architects/engineers, general contractors and construction managers, including the litigation and claims history disclosure and litigation-search due diligence approved at that time.

Prior to issuing a solicitation, FIU's Facilities Management Department (FMD) will review the standard small trades qualifications supplement form to standardize the evaluation criteria (with

the Selection Committee authorized to add or edit specialized questions based on unique technical trade requirements), will adjust evaluation weights to match specific trade complexities, and will review and adjust the trade reference questions to confirm past performance quality. FIU will then publish the advertisement, including detailed submittal instructions, in the Florida Administrative Register and on FMD's webpage (as supplemented from time to time via social media and other advertising efforts aimed at reaching a wide pool of contractors). Following the submission deadline, FMD will review all submission packages for compliance and omissions, and administer the reference checks, with a minimum of three verifiable project references from past client representatives. FIU's President or her designee will appoint a Selection Committee, with the composition required pursuant to BOG Regulation 14.008, and thereafter the Committee will convene in a formally noticed public meeting to develop a list of recommended contractors.

The Selection Committee will rank applicant firms based on technical scores, pricing scores, and reference scores, with the weighting among the three categories determined by FIU's President or her designee based on the nature and needs of the specific trade (and this information will be included in the advertisement). For each small trades category, the final ranking will include between three and five firms, unless three or fewer firms apply, in which case all qualifying firms will advance; the Selection Committee may retain more than five firms where warranted by expected demand for services. The final selection will remain confidential until the Selection Committee Chairman obtains formal approval from the President, and once approved all respondents will be notified of the results. Selected small trades contractors will receive a continuing services agreement, effective for one year with the option to renew annually for up to five years. Individual service purchase orders for small trades contractors issued under a continuing services agreement will not exceed $500,000, unless the University's Chief Financial Officer or designee determines that a higher amount is cost effective and in the best interest of the University. Selections for small trades contractors will be conducted every five years. If a particular project triggers the Federal Acquisition Regulation or any other federal law, order or regulation that prohibits consideration of pricing when selecting a contractor, the solicitation will be qualifications-based only.

Regarding pricing, applicant firms will submit pricing sheets with their response packages. The prices set forth in the initial price sheet submitted by the selected contractors will remain firm for the initial one-year term. For each subsequent renewal term (Years 2 through 5), the contractors may submit a request for a negotiated annual price adjustment in accordance with the procedures that will be set forth in the continuing services agreement.

Adjustment requests must include the specific line items, categories, or percentage of the price sheet for which an increase is requested, the requested percentage increase for each applicable category, and supporting documentation substantiating the requested increase, which may include, without limitation, supplier/vendor cost increase notices, published material cost

indices, documented labor rate changes (e.g., prevailing wage determinations, union rate schedules), fuel cost data, or other verifiable third-party evidence. Annual price adjustments will be capped. FIU may, in its sole discretion, approve the request as submitted, up to the cap; reject the request in whole or in part; or propose a counteroffer with a different (lower) percentage adjustment, which the contractor may accept or decline. If a contractor does not submit an adjustment request by the submission deadline, the contractor's rates in effect during the then-current term will automatically carry forward unchanged into the upcoming renewal term.

Engaging qualified small trades contractors from the local community directly strengthens FIU's role as a driver of South Florida's economy. When FIU channels its facilities and maintenance spending toward local electricians, plumbers, HVAC technicians, and other specialty trade businesses, those dollars circulate directly within the communities FIU serves — supporting local jobs and sustaining small businesses often owned by South Florida residents and alumni. This approach also reflects FIU's broader institutional mission: as one of the region's largest employers and economic anchors, the University has a responsibility to invest in the same community that supports its students, faculty, and staff. By encouraging local small trades contractors to compete for this work, FIU not only reduces mobilization costs and improves contractor responsiveness for time-sensitive facility needs but also reinforces the strong relationship between the University and the greater Miami area — demonstrating that FIU's growth and success translate into tangible economic opportunity for the local workforce and business community it calls home.

Supporting Documentation:	Standard Operating Procedure # FIU-09-001-ST – Selection of Small Trade Contractors, and its attachments BOG Regulations 14.001, 14.006, 14.007 and 14.008 Small Trades List (August 2026)
Facilitator/Presenter:	David H. Snider

Florida International University Board of Trustees

STANDARD OPERATING PROCEDURE: # FIU-09-001-ST SELECT

SUBJECT: Small Trades Contractors Selection Process
DATE: _____, 2026
AUTHORITY: BOG Regulations 14.001,14.006,14.007, and 14.008
POLICY/PURPOSE: To provide guidelines for the selection of small trades contractors (e.g., contractors who perform a narrow or specialized scope of work such as HVAC, electrical, plumbing, painting, and other building services).

Introduction: Small Trades Contractors may be selected to provide specialized trade services under a **Continuing Services Agreement** for ongoing maintenance, repair, or routine building service activities in accordance with BOG Regulation 14.006. A **Continuing Services Agreement** is effective for one year with the option to renew annually for up to five years.

Individual service purchase orders shall not exceed $500,000, provided that the CFO of FIU, or his/her designee, may approve purchase orders exceeding this amount when it is determined to be cost effective and in the best interests of FIU. These procedures govern the selection of all small trades contractors engaged by FIU in connection with its campus facility maintenance and minor construction programs.

Formation of Selection Committee

When FIU requires a pool of qualified Small Trades Contractors, the President or a designated representative appoints a Selection Committee. The committee composition shall be as set forth in BOG Regulation 14.008.

Prior to issuing a public solicitation, FIU's Facilities Management Department (FMD) shall:

- **Review Qualifications Forms:** Standardize evaluation criteria on the FIU Small Trades Qualifications Supplement (FIU-STQS) form (Attachment 1). The Selection Committee may add or edit specialized questions based on unique technical trade requirements being selected.
- **Determine Scoring Weight Factors:** Adjust evaluation weights based on the Small Trades Worksheet (Attachment 2) to match specific trade complexities.

- **Establish Reference Guidelines:** Review and adjust standard trade reference questions in the Small Trades Reference Check Form (Attachment 3) to confirm past performance quality.

Placement of Advertisement

FIU publishes a Notice to Small Trades Contractors in the Florida Administrative Register and on the official FIU Facilities Management webpage. The advertisement includes submittal deadlines and directs applicants to online portals to retrieve the FIU-Small Trades Qualifications Supplement (FIU-STQS) form, Small Trades Worksheets for each trade solicitation, and Reference Forms.

FIU Response to Interested Firms and Public Notice

Upon receipt of completed FIU-STQS packets, including all attachments from all small trades contractors indicating formal interest, a notice of proposals received will be posted on the FIU Facilities Management webpage.

Recommended Small Trades Contractors

Following the submission deadline, FMD reviews all packages for regulatory compliance and identifies omissions for the Selection Committee. FMD administers the Small Trades Reference Check form (Attachment 3). Applicants must secure a minimum of three verifiable project references from past client representatives. These references must be submitted directly via email to FMD staff (as specified in the advertisement) for Selection Committee distribution prior to determining final qualifications and rankings.

The Selection Committee then convenes in a formally noticed public meeting to develop a list of recommended contractors:

Individual Evaluation: Selection Committee members score applicant firms using the information provided within the Small Trades Worksheet (Attachment 2) and Small Trades Contractor Reference Check Form (Attachment 3). The weighting of scores between the three categories noted below will be referenced in the advertisement (as determined by FIU's President or his/her designee based on the nature and needs of the specific trade).

- **Technical Score:** Selection Committee members provide **technical scores** for each trade category on the Solicitation Scoresheet (Attachment 4).
- **Pricing Score:** Selection Committee members provide **pricing scores** for each trade category on the Solicitation Scoresheet (Attachment 4).

- **Reference Score:** Selection Committee members provide **reference scores** for each trade category on the Solicitation Scoresheet (Attachment 4).
- **Combined Evaluation:** The Technical, Pricing and Reference score points are combined to determine each firm's ranking for each Selection Committee member on the Solicitation Scoresheet (Attachment 4). The higher the combined score points, the higher the ranking.

Afterwards, all Selection Committee member rank points are combined to determine overall rankings for each firm in each small trade category. The lower the combined rank score, the higher the overall ranking.

Shortlist Capacity: The final ranking on the Solicitation Scoresheet (Attachment 4) must contain between three and five trade firms per small trades category, unless an insufficient number of applications is received. If three or fewer firms apply, all *qualifying* firms advance automatically to contract award. The Selection Committee may decide to keep more than five qualified firms as required according to expected demand for services.

Approval and Notification: The final Selection Committee recommendation remains confidential until the Selection Committee Chairman obtains formal approval from the FIU President. Once approved, all participating trade firms are notified of the results in writing via email, and the final rankings are posted publicly on the FMD website.

Notice to the Public: FIU posts the official results on the FMD website. Public notices include the mandated legal statements regarding formal vendor protest protocols under BOG regulations.

Maintenance of Selection Records: The Facilities Management Department retains all physical worksheets, cost proposals, and official audio recordings of the selection proceedings in accordance with FIU's document retention policies and procedures.

The Selection Committee may reject all proposals, and may stop the selection process at any time. Furthermore, award of a Continuing Services Agreement is not any guarantee of any work.

Please note that if a particular project triggers the provisions of the Federal Acquisition Regulation or any other federal law, order or regulation that prohibits consideration of pricing when selecting a contractor, then such solicitation shall be qualifications-based only.

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FLORIDA INTERNATIONAL UNIVERSITY
SMALL TRADES QUALIFICATIONS SUPPLEMENT (FIU STQS)

Contractor Information

Company Name: _____

Company's country of incorporation (if unincorporated, provide the principal place of business): _____

Is the Company a subsidiary or affiliate of a parent company? _____**Yes** _____**No**

If "Yes", provide the name of the parent company and its country of incorporation.

Parent Company Name: _____ **Country of Incorporation:** _____

Trade(s): _____

Business Address: _____

Primary Contact: _____

Phone: _____

Email: _____

Website: _____

Federal Tax ID (EIN): _____

Florida Contractor License Number (if applicable): _____

Years in Business: _____

Required Attachments

- FIU Small Trades Worksheets (ATTACHMENT #2)
- FIU Small Trades Contractor Reference Check Form (ATTACHMENT #3)

Also please include the following:

- Current Florida Contractor License (if required for your trade)

- The evidence of insurability set forth in Section 5 of the Insurance Requirements found at [insert link to FMD website]
- W-9
- Financial Reference or Bank Reference Letter (if requested)
- EMR (Experience Modification Rate), if available

Trade Experience

Describe the scope of work your company performs.

List up to five projects completed within the last five years that best represent your experience.

	Project Owner	Contract Value	Completion Date	Project Description
1.				
2.				
3.				
4.				
5.				

Company Personnel

Total Employees: _____

Project Managers: _____

Superintendents/Foremen: _____

Field Employees: _____

Office Staff: _____

Identify the primary personnel who will supervise service(s) provided:

Name:

Position:

Years with Company:

Relevant Experience:

Safety Program

Does your company have a written safety program?

☐ Yes ☐ No

Current EMR: _____

Number of OSHA recordable incidents during the last three years:

Has your company received any OSHA citations within the past three years?

☐ Yes ☐ No

If yes to any of the above statements, explain.

Quality Control

Describe how your company ensures quality workmanship.

Scheduling & Project Management

Describe how your company manages manpower, schedules, and project coordination.

Financial Information

*** Download and provide the appropriate Small Trades worksheet related to your specific trade (Attachment 2) from the FMD website and fill out your company's information.**

The prices set forth in the Contractor's initial price sheet shall remain firm for the initial one year term. For each subsequent renewal term (Years 2 through 5), the contractor may submit a request for a negotiated annual price adjustment in accordance with the procedures and limitations set forth in the Continuing Services Agreement. Annual price adjustments will be capped. If a Contractor does not submit an adjustment request by the submission deadline, the Contractor's rates in effect during the then-current term shall automatically carry forward unchanged into the upcoming renewal term.

References**

Provide at least three business references using the Small Trades Contractor Reference Check Form provided in ATTACHMENT 3.

**** Download and provide the appropriate Small Trades contractor reference check form worksheet related to your specific trade (Attachment 3) from the FMD website and fill out your company's information.**

Litigation History

**** Download and provide Litigation and Claims History Disclosure Form from the FMD website.**

The Litigation and Claims History Disclosure Form must be completed signed, and submitted as part of your response. Every question must be answered. A "Yes" answer does not automatically disqualify a company; however, failure to disclose required information, or providing false or misleading information, may result in the response being deemed non-responsive and the company being deemed non-responsible, and may be grounds for contract termination if discovered after award.

FIU reserves the right to conduct independent litigation searches on all applicants. FIU's review will be limited to litigation relevant to the provision of professional services. Such searches are not a scored or weighted evaluation criterion; they serve as a background due diligence measure only. FIU reserves the right to request that any applicant provide written context and explanation regarding any matter identified through its review. As part of its litigation review under this provision, or based on FIU's own knowledge, any past or current litigation between the applicant and FIU will be considered in FIU's evaluation of the applicant's suitability. Particular consideration will be given to any matters that have occurred or are ongoing within the five (5)

years preceding the submission date. In evaluating any such matters, FIU will consider the nature, scope, and subject matter of the litigation; whether the matter has been resolved and on what terms; and the overall pattern of the applicant's professional relationship with the university. FIU will not treat the mere existence of prior litigation as disqualifying. Notwithstanding the foregoing, FIU further reserves the right to disqualify any applicant that is a party to current, active litigation with FIU, as such a relationship would present a direct conflict of interest and an unacceptable risk to the university's ability to obtain unencumbered professional services. FIU reserves the right to request a written response from any applicant regarding identified litigation prior to making a final determination. The Selection Committee's determination shall be documented in the selection record.

Certification

The undersigned certifies that the company has not been convicted of a public entity crime within the past 36 months, as set forth in Section 287.133, Florida Statutes.

The undersigned further certifies that the information provided in this qualification package is true and complete to the best of his/her knowledge. The undersigned understands that submission of this form does not guarantee approval or award of work.

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Company Seal (if applicable)

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FLORIDA INTERNATIONAL UNIVERSITY
SMALL TRADES WORKSHEETS

Trade Services Index

Code	Trade / Service Category	Page Range
ST-01	Access Control	P. 2
ST-02	ADA Handicap Operators	P. 3
ST-03	Air Compressors & Vacuum Pumps	P. 4
ST-04	Boilers, Steam Boilers, Water Heaters, Propane & Natural Gas Systems	P. 5
ST-05	Custodial Equipment Maintenance and Repair	P. 6
ST-06	Electrical	P. 7
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ST-01 Access Control System

Successful Vendor must provide company uniforms or some type of ID badge for all employees working, since most work will be done at night or on weekends.

- Vendor must be a certified dealer of SMS with a minimum of five years' experience.
- Three SMS end-user referrals with the minimum of 50 readers or higher.
- Must be able to acquire custom Flash files used for SSRC panels.
- Must adhere to our programming verbiage and Area descriptions on SMS software and customized wiring of handicap operators with time zones, and University system operational use of software.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-02 ADA HANDICAP OPERATORS

Respondent must be licensed and registered in the State of Florida to provide ADA Handicap operator's services and have experience in providing systems and services similar to those required in this solicitation to higher educational facilities.

- Respondent must be a certified with a minimum of five years' experience.
- Able to make repairs to current existing systems.
- Able to incorporate the wiring of operator push buttons (actuators) to system.
- Able to repair/replace pivots to storefront doors and electric strike mechanisms.

1. Successful Respondent shall repair current existing systems.
2. Successful Respondent shall incorporate the wiring of operator push buttons (actuators) to system.
3. Successful Respondent shall repair and replace pivots to storefront doors and electric strike mechanisms.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-03 AIR COMPRESSORS & VACUUM PUMPS

Scope of Work and Deliverables: repair or replace any defective air compressor or vacuum pump units' parts; including but not limited to: tanks, valves, controls, motors, pumps, gauges, internal parts, air dryers, filters, piping

- Respondents must be certified in medical air compressors and vacuum systems.
- All installation, testing, and certification shall be in accordance with NFPA99 medicalair compressor.
- Respondent must be able to work with copper, black pipe, stainless steel, aluminum. PVC AND GALVANIZED PIPE ARE NOT ACCEPTABLE.
- Respondent must be located no further than 25 miles from the University MMC Campus.
- Respondent shall provide a 24-hour response to all service calls.
- Part availability shall be three (3) to five (5) business days.
- Respondent shall provide air compressors and vacuum pumps parts price list per manufacturer.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-04 BOILERS, STEAM BOILERS, WATER HEATERS, PROPANE & NATURAL GAS SYSTEMS

Boilers, Steam Boilers, Water Heaters, Propane and Natural Gas Systems: service and repairs shall include all components of boilers and gas piping and will consist of, but are not limited to, the following:

- Hot water boilers used in conjunction with chill water HVAC Systems.
- Commercial and domestic grade water heaters for general purpose uses including piping and valves.
- Steam Boiler commercial grade use for industrial and laboratory cleaning, including piping and valves.
- Hot water supply and return lines including fittings and recirculating pumps.
- Natural and Propane gas piping including regulators, piping and fittings, valves, gauges, switches, wiring and conduits.

Boilers, Steam Boilers, Water Heaters, Propane and Natural Gas System. Successful Respondents are required to respond within 24 hours from time of contact.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-05 Custodial Equipment Maintenance and Repair Service

Successful Vendor shall provide maintenance and repair to all custodial equipment such as but not limited to auto-scrubbers (walk-behind and ride-on), vacuum cleaners (uprights, backpacks, walk-behind, ride-on), carpet extractors (wand-type, walk-behind, ride-on), floor machines (low speed 175 rpm), burnishers (high speed, walk-behind, ride-on), stripping machines (walk-behind), hands-free restroom equipment, wet/dry vacuums, pressure cleaners, and any other equipment commonly used in the custodial/janitorial industry.

Requirements for Successful Vendor:

ALL REPAIRS MUST BE CONDUCTED ON SITE. Successful Vendor shall conduct all repairs and maintenance on-site at assigned areas at our various campus locations.

Successful Vendor is furnishing labor only. FIU buys its own parts; therefore, Facilities Operations will provide ALL parts to Successful Vendors.

FIU will provide electricity as well as assigned areas to conduct maintenance and repair.

All repairs are to be conducted during normal working hours. No work can be initiated by Successful Vendor without a work order.

Successful Vendor must have a minimum of 5 years of experience in custodial equipment repair.

Successful Vendor must charge in 15-minute increments. Successful Vendor is not allowed to charge travel time. Only actual labor time on campus conducting repairs can be charged.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-06 Electrical Services

Electrical Services for all FIU buildings on an as-needed basis, including, to the following scope of services: assist FIU with new work, renovations, remodels, and maintenance of FIU facilities. Successful Vendor shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to install, repair, retrofit, or replace in a commercial and industrial environment the following:

- Power distribution (120v to 480v)
- Lighting, all types, and any elevation
- Conduit, all types and sizes, including wire associated with it
- Electrical panel, including Breakers and all associated parts
- Equipment connections, all sizes and types
- And any other equipment associated with electrical work (switches, outlets, etc.) Service Hours and Response Times

Due to the nature of our facilities operating on a seven day/twenty-four hour schedule, each Successful Vendor shall make available to the University services 365 days per year, 24 hours per day. Successful Vendor Response times to electrical emergencies shall be as soon as possible but not to exceed 2 hours. And response times to regular service work shall not exceed 4 hours.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-07 ELECTRIC MOTOR & PUMP REPAIRS /REPLACEMENT SERVICES

Services shall include, but not be limited to, equipment removal and replacement, repair and rewind of motors, bearing / seal/shaft replacement, pump rebuild, technical support, cost estimates, life expectancy information, and maintenance recommendations. Due to the nature of our facilities operating on a seven day/twenty-four-hour schedule, each successful Respondent shall make available to the University services 365 days per year, 24 hours per day. Successful Respondent response times to electric motor and pump emergencies shall be as soon as possible but not to exceed 2 hours. Response to regular service work shall not exceed 4 hours.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-08 FIRE ALARM

Fire Alarm service and repair shall include the entire building ystem and consist of, but is not limited to, the following:

- Programming and troubleshooting to find faults and circuit issues for Fire Alarm Panel
- Power supplies
- Batteries
- Relays and Modules
- Pull Stations
- Horn/Strobes
- Smoke, Heat and Duct Detectors
- Conduits, Fittings, Boxes and Wiring

Fire Alarm Successful Respondents are required to respond within 24 hours from time of contact.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-09 FIRE SPRINKLER

Fire Sprinkler service and repair shall include the entire building system and consists of but is not limited to the following:

- Backflow preventer devices
- Main and branch line piping
- Pipe fittings, valves and FD connections
- Standpipe and hoses
- Pre-action systems
- Sprinkler heads, covers and guards
- Tamper switches
- Fire pumps, Jockey pumps and controls
- Electrical conduits and wiring, including rigid and flex

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-10 FUME HOOD & EXHAUST CERTIFICATION & REPAIR SERVICES

Services shall include, but not be limited to, performance of preventive maintenance, repair, and performance testing on each hood system annually to insure proper system operation. Successful Respondents shall also make repairs to fume hood systems as determined necessary by the annual performance testing and inspections or by trouble calls reported by FIU. Successful Respondent must have the ability to obtain replacement parts for fume hoods in a timely manner. Successful respondents are required to respond within 24 hours from time of contact.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-11 GATE OPERATION

Respondent must be licensed and registered in the State of Florida to provide Gate repair/operation services and have experience in providing systems and services similar to those required in this solicitation to higher educational facilities.

- Respondent must be a certified with a minimum of five years' experience.
- Able to uninstall and reinstall existing card access systems.
- Able to install/repair gate motors, brand ELITE series, etc.

Successful Respondent shall uninstall and reinstall existing card access system.
Successful Respondent shall install and repair gate motors, brand elite series, etc.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-12 GENERATOR SERVICE

Generator service and repair shall include all components of the standby power system and consist of, but are not limited to, the following:

- Generator housing compartment (if provided), engine components and building ATS unit(s).
- Fuel system: Day tank, Filters, Pumps, Supply Lines, Return Lines and Storage Tank
- Generator: Controls, Batteries, Wiring, Conduits, Relays, Modules, Charges and Sensors.
- Generator Cooling System: Water Pump, Thermostat, Radiators, Belts and Hoses
- Generator: Oil Filters and Sensors

Successful Respondents are required to respond within 24 hours from time of contact.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-13 HVAC

Successful Respondent shall provide services to include: repairs/installation/retrofit of all of the university's heat, ventilation, and air conditioning equipment. This service will be requested at all facilities, at all locations. This is to include, but not limited to, major and minor repairs to;

- DX systems (1.5 to 50 tons).
- AHU (All components mechanical and electrical excluding filters)
- Fan coil units (All components mechanical and electrical excluding filters).
- Specialized units (computer room units, humidifiers, etc., all components mechanical and electrical excluding filters).
- VAV terminals (All components mechanical and electrical).
- Duct systems (All aspects such as fabrication, design, repairs, diffusers and grilles etc.)
- Exhaust fans (All components mechanical and electrical).
- Fume hoods (All components mechanical and electrical).

Successful Respondent shall supply all labor, supervision, materials, tools and equipment necessary to install, repair, retrofit, or replace fore mentioned equipment to the satisfaction of university administration.

Service Hours and Response Times

Due to the nature of the university facilities operating on a 7/24 hour schedule, Successful Respondent shall be available to FIU 365 days per year, 24 hours per day. Response times to emergencies shall be as soon as possible but not to exceed 2 hours. And response time to regular service work shall not exceed 4 hours.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-14 Painting

Successful Vendor shall provide all labor, materials, and equipment and perform all operations necessary for all painting work specified.

- Scope of work includes the removal and replacement of furniture, pictures, and various other items on walls or flat surfaces.
- Painting materials for prime and finish coats shall be Benjamin Moore with low VOC or approved equal. Painting materials for all surfaces shall be with low VOC paints.
- All work shall be done by qualified painters in a neat and workman like manner.
- All work that shows carelessness or lack of skill in execution or is defective due to any other cause will be rejected. Said work shall be redone to the satisfaction of the Owner prior to the acceptance of the work.

Potential jobs include but are not limited to the following:

The majority of work must be done at night (after offices or classrooms are closed), on weekends, and when the University is closed.
Response Time:

Due to the number of formal and informal University events Successful Vendor must respond within a 2 (two) hour period and be prepared to start work within an 8 (eight) hour period.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-15 Pressure Washing

Successful Vendor shall provide all equipment, tools, supplies, supervision, and labor necessary to perform pressure washing for all work specified. Successful Vendor must be able to complete its task daily and remove all equipment, tools, and supplies from campus prior to the opening of the next business day.

Work Description:
1. The area cleaned must be free of all dirt, mildew, algae, tire tracks, black rubber marks, gum, and other foreign substances.
2. If using a rotary machine, the surface cleaned must be cleaned without circular spots on the concrete surface.
3. When using a wand, the cleaned surface must show a clean surface without streaks and tracks on the surface.
4. Successful Vendor must use a cleaning agent to prime or loosen soil, remove mildew, remove algae, gum, and tire marks/tracks from the surface. The cleaning agent must not be of such to destroy landscaping along roadways, sidewalks, or any adjacent surfaces.

Work Performance:
After each workday, the area pressure washed must be inspected by University personnel. Any work found unacceptable by the University's inspector must be redone immediately or within 24 hours at the Successful Vendor's expense.

Pricing
1. Cost per square ft. of horizontal surfaces $ _____
2. Cost per square ft. of vertical surfaces $ _____
3. Cost per square ft. of vertical surfaces above 8 feet $ _____
4. Cost of curb and gutter per linier ft. $ _____
5. Cost per linear ft. of county curbs along rood ways and parking lots $_____
6. Cost per concrete light pole base $_____ Overhead __%

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$ _____/ per hour
	Trip Charge	$ _____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$ _____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-16 PLUMBING & BACKFLOWS

Successful Respondent shall perform a variety of services, including but not limited to, installations and repairs of all types of plumbing, sewer lines, acid waste, water lines, valves, toilets, sinks, faucets, backflows, water fountains, roof drains, and cleanouts. All work is to be performed under the state/county codes, guidelines, and regulations.

- Successful Respondent shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of plumbing systems and products used in the environment.
- Respond to emergencies 24 hours & 7 days a week pertaining to your field of service
- Regular service hours worked shall be performed between 6 AM to 6 PM, Monday through Friday
- After- hours work shall be performed after 6PM and before 6 AM the next morning, including Saturdays.
- Sundays & Holidays service hours worked shall be performed during Sundays or during University holidays.
- Sewer line backups
- Jet cleaning of sewer lines
- Repairs of sewer lines
- Repairs of water lines and valves
- Repair of gas systems

Due to the nature of our facilities operating on a seven day/twenty-four hour schedule, each Successful Respondent shall make available to the University services 365 days per year, 24 hours per day.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-17 PUMPING & JETTING SERVICES

Contractor should be able to perform a variety of services. Perform pumping, cleaning, videoing, inspections, repairs, as well as the installation of all systems mentioned, all types of waste line, sewer line, acid waste, water lines, as well as the pumping & cleaning of all lift stations, catch basins, trench drains, loading docks, grease tanks, acid waste tanks, and main sewer lines. All work is to be performed under the state/county codes, guidelines, and regulations.

Respond to emergencies 24 hrs. /7 days per week pertaining to your field of service, provide up to two Vac trucks at a moment's notice, pumping out of lift station, grease tanks, manholes, and main sewer lines, as well as Jet cleaning services for lift station, grease traps, manholes, and main sewer lines.
Respond to emergencies 24 hrs. /7 days a week pertaining to your field of service:

- Sewer line backups
- Jet cleaning of sewer lines
- 1hr response for emergencies and 3 hrs. for regular hrs.
- Manhole rehab experience
- CCTV video truck PACP certified.
- Proven experience in maintaining large collection systems.
- Experience in high flow bypass installations
- Pump-out disposal price should be included within price. No Disposal of any sediment is allowed within any of our campus.
- Contractor must have access to two Pump-out truck with a minimal load capacity of 4500 gals.

Scope of service:

- Contractors shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of plumbing systems and
- Products used in the environment.
- Services hours: Regular service shall be performed between 6 AM to 6 PM, Monday through Friday.
- After- hours shall be work performed after 6 PM and before 6 AM the next morning, and Saturday work
- Sunday & Holidays shall be work performed during Sundays or during and University holiday.
- Due to the nature of our facilities operating on a seven day/twenty-four hour schedule, each contractor awarded this bid shall make available to the University services 365 days per year, 24 hours per day.

- Response time:
- Response time to all Regular service work shall be within four (3) hours on-site after contractor receives a request from FMD, with the exception of an emergency request that occurs during Regular hours, which shall be two (1) hour. The six-hour response time shall carry over to the next working day if called into contractor's office after 12:00 noon.

This service will provide the cleaning, pumping, and jetting needs for the following listed below.

Pricing

Lift stations:
Pump (per gallon) and clean as needed.
Scheduled service

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Pricing

Sewer line:
Pump and jet clean as needed.

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Pricing

Grease traps (this service will require a FIU grease trap maintenance form to record info on services performed and conditions of system):
Pump (per gallon) and jet clean as needed and repairs.

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Pricing

Grease waste systems (within the building and outside to the grease trap):
Pump and jet clean as needed and repairs.

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Pricing

Area drains catch basins (along the roadways, in parking lot area and grass areas):
Pump and jet clean as needed and repairs:

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Pricing

Trench drains and drainage pipes for building loading docks and sidewalk areas:

Pump and jet clean as needed and repairs:

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Pricing

Exfiltration pipes for all types of catch basins (this will require the removal of the baffle and reinstallation of baffle. Video work of the exfiltration pipe for conditions):

Pump and jet clean as needed and repairs Root treatment as needed.

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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ST-18 ROOFING REPAIR & MAINTENANCE

Successful Respondent may propose on one or more groups. Proposer shall propose ALL items in each group. Proposer shall complete and submit pricing in the pricing section below. Failure to provide the following will result in rejection of proposal:

- All unit prices and totals for each item in each group being proposed
- Completed "roofing cost proposal form"
- Groups not being proposed shall have each space marked "n/a"

All prices proposed shall be in full accordance with the terms, conditions and specifications stated herein. Unit prices must be inclusive of all the work required, material, labor, administration, meetings and/or acquiring materials.

Advance or start-up payments are not permitted.
Travel expenses, including travel time portal to portal, shall be included. No additional travel expense permitted.
All roofing work shall conform to NRCA standards as well as applicable roofing manufacturer and building code requirements.

Working times/rates are considered as follows:
Regular Time: Monday – Friday 7:00 am – 5:00 pm.
Overtime: After 5:00 pm Monday through Friday and all day
Saturdays and Sundays. Holidays: Attach a list of Holidays observed by the proposer[AB5].

Quantities: Depending on size and project type, work proposal pricing shall be submitted based on square foot or estimated man-hours. The appropriate method shall be determined during the field investigation of the proposed project.
Actual quantities ordered throughout the contract period may be greater or lesser than the solicitation estimates and shall be furnished at the fixed contract price. Purchases quantities will be requested as needed throughout the contract period, and as few as one each may be ordered at a time. The University reserves the right to increase or decrease the total quantities.

Basic Warranty: All work to be fully warranted by the contractor for a minimum period of ONE YEAR from acceptance.

Extended Warranty: For coatings and complete area replacement, provide add-one pricing for manufacturer's warranties of up to 20 years where applicable.

Pricing

GROUP "A" - SERVICE CALL FOR MINOR LEAK REPAIR:

To include all items necessary to perform minor leak repairs at various areas and roof conditions as needed.
All prices include all Labor, Material, Equipment, Travel, Tax, Overhead and Profit:

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

GROUP "B" - WATER TEST:

To include all items necessary to perform water tests at various areas and conditions as needed.
All prices include all Labor, Material, Equipment, Travel, Tax, overhead, and Profit:

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

GROUP "C" - PREVENTIVE MAINTENANCE AND CLEAN UP:

To include all items necessary to perform Preventative Maintenance including debris clean up and removal. Reseal laps, voids and caulk joints. White coat or aluminum paint surfaces of vent stacks, pitch pans, etc. Fill or reseal all penetration flashings, pitch pans or chem curbs at any roof area as needed.

All prices include all Labor, Material, Equipment, Travel, Tax, Overhead and Profit:

Price per Regular Labor Hour$
Note: Overtime / Emergency rates will not be paid for this work group.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Or
Price per S.F. $_____

GROUP "D" - ROOF SURFACE AND BLISTER REPAIRS:
To include all items necessary to repair roof blisters and match existing surface at any Single Ply, Coal Tar, BUR Gravel, or Modified Bitumen roof including fastening and counterflashing.
All prices include all Labor, Material, Equipment, Travel, Tax, Overhead and Profit:

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Or
Price per S.F. $_____

GROUP "E" - REPAIR / REPLACE PARAPET WALL FLASHING:

To include all items necessary to repair or replace parapet wall flashing to match existing surface at any Single Ply, Coal Tar, BUR Gravel, or Metal, Modified Bitumen roof including fastening and counterflashing.

All prices include all Labor, Material, Equipment, Travel, Tax, Overhead and Profit:

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Price per S.F. $_____

GROUP "F" - REPAIR, REFILL, REFLASH, RESEAL OR REPLACE PITCH PAN CHEM CURB OR PENETRATION FLASHING:

To include all items necessary to repair roof penetrations at any Single Ply, Coal Tar, BUR Gravel, Metal or Modified Bitumen roofs including stripping, aluminum coating and/or sealants as necessary.

All prices include all Labor, Material, Equipment, Travel, Tax, Overhead and Profit:

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

GROUP "G"- DRAIN REPAIR, REFLASH, RESEAL:

To include all items necessary to repair roof drain leaks at any Single Ply, Coal Tar, BUR Gravel, Metal or Modified Bitumen roofs including stripping, lead flashing, gravel rings or retro drains as necessary.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

GROUP "H"- ROOF, DECK AND WALL COATINGS:

To include all items necessary to patch or install a complete coating system.
All prices include all Labor, Material, Equipment, Travel, Tax, Warranty, Overhead and Profit:

Polyurethane Bitumen Resin (Alsan or equal)
Price per S.F. $_____

Silicone (Gaco – Western S2000 or equal)
Price per S.F. $_____

Multi-Layer Acrylic (Sealoflex or equal)
Price per S.F. $_____

Elastomeric (Topcoat or equal)
Price per S.F. $_____

Traffic Coating with aggregate surface (Tremco or equal)
Price per S.F. $_____

ADD-ON Polyester Reinforcement Fabric as needed for above applications
Price per S.F. $_____

Note: Overtime / Emergency rates will not be paid for this work group.

GROUP "I"- METAL ROOFING REPAIRS:

To include all items necessary to match, patch and repair (including underlayment) any existing decorative or structural metal roofing.

All prices include all Labor, Material, Equipment, Travel, Tax, Overhead and Profit:

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

Or

Price per S.F. $_____

GROUP "J"- EXTENDED WARRANTY:

Price for 10 year NDL warranty less than 10,000 SF (Lump Sum) $_____
Price for 20 year NDL warranty less than 10,000 SF (Lump Sum) $_____

Price for 10-year NDL warranty more than 10,000 SF (Per SF) $_____
Price for 20-year NDL warranty more than 10,000 SF (Per SF)$_____

FLORIDA INTERNATIONAL UNIVERSITY
SMALL TRADES WORKSHEETS

ST-19 WINDOW CLEANING

SCOPE

To provide interior and exterior window cleaning services for multiple buildings at multiple campuses. Window cleaning, whether interior or exterior, must always include the cleaning of all window ledges.

DESCRIPTION

Window cleaning – All windows shall be thoroughly cleaned with a non-abrasive, non-corrosive solution that leaves all surfaces free of dirt, residue, smears, smudges, film, spots, or streaks. All window ledges are to be cleaned as well.

CONTRACTOR REQUIREMENTS

Contractor must furnish all labor, material, and equipment (ladders, scaffolding, lifts, etc). Contractor must conform to all federal, state, and local laws and regulations as well as all OSHA requirements. Contractor must carry required insurance coverage. Contractor must maintain a clean, neat, orderly and safe work area.

Contractor will provide all labor, materials, supervision, equipment, services, incidentals and related items necessary to complete the work.

Florida International University will provide electricity, water, as well as rooftop access as needed.

Contractor is required without exception to have final work inspected by a Facilities Operations representative. The designated Facilities Operations representative will determine the acceptability of all work and/or services performed. If the work and/or services are not acceptable, the contractor will be called upon to review and correct all problem areas without additional costs to the University.

Pricing

Respondent shall provide labor rate for service and/or repair for:

Regular business hours	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime nights	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour
Overtime weekends/holidays	Labor	$_____/ per hour
	Trip Charge	$_____/ per hour

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SMALL TRADES CONTRACTOR REFERENCE CHECK FORM

Small Trades Firm: _____

Project(s): _____

Owner: _____

Reference contact name: _____ _____
(Name, title and role in project) (Date)

1. What small trades services were performed?

2. What was the cost of services? $_____

3. Were the small trades services completed on time? _____Yes _____No

4. Was the project completed within budget? _____ Yes _____ No

5. Did the Small Trades Contractor make appropriate efforts to assure quality services?

   _____Yes _____No

6. Was the overall performance of the Small Trades Contractor?

   _____below average
   _____average
   _____above average

7. Would you hire this firm again? _____Yes _____No

Comments: _____

_____

_____

Reference Signature: _____

Only forms or letters of reference received directly from reference contacts will be accepted. No references are needed for FIU projects. All forms/letters must be received before the presentation deadline. All forms/letters must be received before the presentation deadline.

PLEASE SCAN and E-Mail to: Angelica Paz, FIU Facilities Planning, angpaz@fiu.edu

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ATTACHMENT 4

Small Trades Solicitation Scoresheet

xx/xx/20xx

Continuing Services for Small Trades Services not exceeding $500,000

Florida International University

ST-XX Small Trade Category

100 point Grading Scale:

85-100 = Outstanding
65-84 = Good
40-64 = Satisfactory
20-39 = Poor
0-19 = Unacceptable

Name #1

									Initial Screening						
Firm No.	*Firm Name/Contact*	LICENSE INCLUDED (Y,N,N/A)	GL INSURANCE/WORKERS' COMP. (Y/N)	LETTERS OF REFERENCE - BANK(S) (Y/N)	YEARS IN BUSINESS (##)	TOTAL STAFF (##)	DISTANCE TO MMC (miles)	**TECHNICAL SCORE** Previous Service Purchase Orders Years in Small Trades business Personnel Qualifications Quality Control/Administration	**FINANCIAL SCORE** Labor Rates Unit Costs Other Costs	**REFERENCE SCORE** Reference Check Forms Services on time/in budget Performance **above/average/below** Litigation History	*TOTAL POINTS SCORE (Items 1-3)*	*SHORTLIST Rank Points*
								35 pts. (max.)	40 pts. (max.)	25 pts. (max.)	100 pts.	
								1.0	2.0	3.0		
1	*Firm A*										0.0	1
2	*Firm B*										0.0	1
3	*Firm C*										0.0	1
4	*Firm D*										0.0	1
5	*Firm E*										0.0	1
6	*Firm F*										0.0	1
7	*Firm G*										0.0	1
8	*Firm H*										0.0	1
9	*Firm J*										0.0	1

ATTACHMENT 4

Small Trades Solicitation Scoresheet

xx/xx/20xx

Continuing Services for Small Trades Services not exceeding $500,000

Florida International University

ST-XX Small Trade Category

100 point Grading Scale:

85-100 = Outstanding
65-84 = Good
40-64 = Satisfactory
20-39 = Poor
0-19 = Unacceptable

Name #2

								Initial Screening				
Firm No.	*Firm Name/Contact*	LICENSE INCLUDED (Y,N,N/A)	GL INSURANCE/WORKERS' COMP. (Y/N)	LETTERS OF REFERENCE - BANK(S) (Y/N)	YEARS IN BUSINESS (##)	TOTAL STAFF (##)	DISTANCE TO MMC (miles)	**TECHNICAL SCORE** Previous Service Purchase Orders Years in Small Trades business Personnel Qualifications Quality Control/Administration	**FINANCIAL SCORE** Labor Rates Unit Costs Other Costs	**REFERENCE SCORE** Reference Check Forms Services on time/in budget Performance **above/average/below** Litigation History	*TOTAL POINTS SCORE (Items 1-3)*	*SHORTLIST Rank Points*
								35 pts. (max.)	**40 pts. (max.)**	**25 pts. (max.)**	**100 pts.**	
								1.0	**2.0**	**3.0**		
1	***Firm A***	0	0	0	0	0	0				**0.0**	**1**
2	***Firm B***	0	0	0	0	0	0				**0.0**	**1**
3	***Firm C***	0	0	0	0	0	0				**0.0**	**1**
4	***Firm D***	0	0	0	0	0	0				**0.0**	**1**
5	***Firm E***	0	0	0	0	0	0				**0.0**	**1**
6	***Firm F***	0	0	0	0	0	0				**0.0**	**1**
7	***Firm G***	0	0	0	0	0	0				**0.0**	**1**
8	***Firm H***	0	0	0	0	0	0				**0.0**	**1**
9	***Firm J***	0	0	0	0	0	0				**0.0**	**1**

ATTACHMENT 4

Small Trades Solicitation Scoresheet

xx/xx/20xx

Continuing Services for Small Trades Services not exceeding $500,000

Florida International University

ST-XX Small Trade Category

100 point Grading Scale:

85-100 = Outstanding
65-84 = Good
40-64 = Satisfactory
20-39 = Poor
0-19 = Unacceptable

Name #3

								Initial Screening				
Firm No.	*Firm Name/Contact*	LICENSE INCLUDED (Y,N,N/A)	GL INSURANCE/WORKERS' COMP. (Y/N)	LETTERS OF REFERENCE - BANK(S) (Y/N)	YEARS IN BUSINESS (##)	TOTAL STAFF (##)	DISTANCE TO MMC (miles)	**TECHNICAL SCORE** Previous Service Purchase Orders Years in Small Trades business Personnel Qualifications Quality Control/Administration	**FINANCIAL SCORE** Labor Rates Unit Costs Other Costs	**REFERENCE SCORE** Reference Check Forms Services on time/in budget Performance **above/average/below** Litigation History	*TOTAL POINTS SCORE (Items 1-3)*	*SHORTLIST Rank Points*
								35 pts. (max.)	**40 pts. (max.)**	**25 pts. (max.)**	**100 pts.**	
								1.0	**2.0**	**3.0**		
1	***Firm A***	0	0	0	0	0	0				**0.0**	**1**
2	***Firm B***	0	0	0	0	0	0				**0.0**	**1**
3	***Firm C***	0	0	0	0	0	0				**0.0**	**1**
4	***Firm D***	0	0	0	0	0	0				**0.0**	**1**
5	***Firm E***	0	0	0	0	0	0				**0.0**	**1**
6	***Firm F***	0	0	0	0	0	0				**0.0**	**1**
7	***Firm G***	0	0	0	0	0	0				**0.0**	**1**
8	***Firm H***	0	0	0	0	0	0				**0.0**	**1**
9	***Firm J***	0	0	0	0	0	0				**0.0**	**1**

ATTACHMENT 4

Small Trades Solicitation Scoresheet

xx/xx/20xx

Continuing Services for Small Trades Services not exceeding $500,000

Florida International University

ST-XX Small Trade Category

100 point Grading Scale:

85-100 = Outstanding
65-84 = Good
40-64 = Satisfactory
20-39 = Poor
0-19 = Unacceptable

Name #4

								Initial Screening				
Firm No.	*Firm Name/Contact*	LICENSE INCLUDED (Y,N,N/A)	GL INSURANCE/WORKERS' COMP. (Y/N)	LETTERS OF REFERENCE - BANK(S) (Y/N)	YEARS IN BUSINESS (##)	TOTAL STAFF (##)	DISTANCE TO MMC (miles)	**TECHNICAL SCORE** Previous Service Purchase Orders Years in Small Trades business Personnel Qualifications Quality Control/Administration	**FINANCIAL SCORE** Labor Rates Unit Costs Other Costs	**REFERENCE SCORE** Reference Check Forms Services on time/in budget Performance **above/average/below** Litigation History	*TOTAL POINTS SCORE (Items 1-3)*	*SHORTLIST Rank Points*
								35 pts. (max.)	**40 pts. (max.)**	**25 pts. (max.)**	**100 pts.**	
								1.0	**2.0**	**3.0**		
1	***Firm A***	0	0	0	0	0	0				**0.0**	**1**
2	***Firm B***	0	0	0	0	0	0				**0.0**	**1**
3	***Firm C***	0	0	0	0	0	0				**0.0**	**1**
4	***Firm D***	0	0	0	0	0	0				**0.0**	**1**
5	***Firm E***	0	0	0	0	0	0				**0.0**	**1**
6	***Firm F***	0	0	0	0	0	0				**0.0**	**1**
7	***Firm G***	0	0	0	0	0	0				**0.0**	**1**
8	***Firm H***	0	0	0	0	0	0				**0.0**	**1**
9	***Firm J***	0	0	0	0	0	0				**0.0**	**1**

ATTACHMENT 4

Small Trades Solicitation Scoresheet

xx/xx/20xx

Continuing Services for Small Trades Services not exceeding $500,000

Florida International University

ST-XX Small Trade Category

100 point Grading Scale:

85-100 = Outstanding
65-84 = Good
40-64 = Satisfactory
20-39 = Poor
0-19 = Unacceptable

Name #5

								Initial Screening				
Firm No.	*Firm Name/Contact*	LICENSE INCLUDED (Y,N,N/A)	GL INSURANCE/WORKERS' COMP. (Y/N)	LETTERS OF REFERENCE - BANK(S) (Y/N)	YEARS IN BUSINESS (##)	TOTAL STAFF (##)	DISTANCE TO MMC (miles)	**TECHNICAL SCORE** Previous Service Purchase Orders Years in Small Trades business Personnel Qualifications Quality Control/Administration	**FINANCIAL SCORE** Labor Rates Unit Costs Other Costs	**REFERENCE SCORE** Reference Check Forms Services on time/in budget Performance **above/average/below** Litigation History	*TOTAL POINTS SCORE (Items 1-3)*	*SHORTLIST Rank Points*
								35 pts. (max.)	**40 pts. (max.)**	**25 pts. (max.)**	**100 pts.**	
								1.0	**2.0**	**3.0**		
1	***Firm A***	0	0	0	0	0	0				**0.0**	**1**
2	***Firm B***	0	0	0	0	0	0				**0.0**	**1**
3	***Firm C***	0	0	0	0	0	0				**0.0**	**1**
4	***Firm D***	0	0	0	0	0	0				**0.0**	**1**
5	***Firm E***	0	0	0	0	0	0				**0.0**	**1**
6	***Firm F***	0	0	0	0	0	0				**0.0**	**1**
7	***Firm G***	0	0	0	0	0	0				**0.0**	**1**
8	***Firm H***	0	0	0	0	0	0				**0.0**	**1**
9	***Firm J***	0	0	0	0	0	0				**0.0**	**1**

ATTACHMENT 4

Small Trades Solicitation Scoresheet

xx/xx/20xx

Continuing Services for Small Trades Services not exceeding $500,000

Florida International University

ST-XX Small Trade Category

100 point Grading Scale:

85-100 = Outstanding
65-84 = Good
40-64 = Satisfactory
20-39 = Poor
0-19 = Unacceptable

Name #6

								Initial Screening				
Firm No.	*Firm Name/Contact*	LICENSE INCLUDED (Y,N,N/A)	GL INSURANCE/WORKERS' COMP. (Y/N)	LETTERS OF REFERENCE - BANK(S) (Y/N)	YEARS IN BUSINESS (##)	TOTAL STAFF (##)	DISTANCE TO MMC (miles)	**TECHNICAL SCORE** Previous Service Purchase Orders Years in Small Trades business Personnel Qualifications Quality Control/Administration	**FINANCIAL SCORE** Labor Rates Unit Costs Other Costs	**REFERENCE SCORE** Reference Check Forms Services on time/in budget Performance **above/average/below** Litigation History	*TOTAL POINTS SCORE (Items 1-3)*	*SHORTLIST Rank Points*
								35 pts. (max.)	40 pts. (max.)	25 pts. (max.)	100 pts.	
								1.0	2.0	3.0		
1	***Firm A***	0	0	0	0	0	0				0.0	1
2	***Firm B***	0	0	0	0	0	0				0.0	1
3	***Firm C***	0	0	0	0	0	0				0.0	1
4	***Firm D***	0	0	0	0	0	0				0.0	1
5	***Firm E***	0	0	0	0	0	0				0.0	1
6	***Firm F***	0	0	0	0	0	0				0.0	1
7	***Firm G***	0	0	0	0	0	0				0.0	1
8	***Firm H***	0	0	0	0	0	0				0.0	1
9	***Firm J***	0	0	0	0	0	0				0.0	1

FOR OFFICIAL USE ONLY

ATTACHMENT 4

Shortlist Summary

Small Trades Solicitation Scoresheet

xx/xx/20xx

Continuing Services for Small Trades Services not exceeding $500,000

ST-XX Small Trade Category	***Florida International University***

Firm No.	*Firm Name*	*Qualifications Submittal Review Scores*													
		Name #1	*Ranking*	*Name #2*	*Ranking*	*Name #3*	*Ranking*	*Name #4*	*Ranking*	*Name #5*	*Ranking*	*Name #6*	*Ranking*	*Total Rank Points*	*Committee Ranking*
1	***Firm A***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
2	***Firm B***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
3	***Firm C***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
4	***Firm D***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
5	***Firm E***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
6	***Firm F***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
7	***Firm G***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
8	***Firm H***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1
9	***Firm J***	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	0.0	1	6.0	1

Selection Committee Signatures:

I certify to the best of my knowledge and belief that I have no association with any of the applicants identified above and further certify that I have no conflicting interest in fulfilling my duty as a member of the certification and selection committee for this selection process:

Name #1

Name #2

Name #3

Name #4

Selection Committee Chairman
xx/xx/20xx

Name #5

Name #6

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FLORIDA INTERNATIONAL UNIVERSITY
Small Trades
Insurance Requirements

1. General Insurance Requirement

Small trade contractors shall provide and keep in full force and effect during the term of the Continuing Services Agreement, at each contractors' own cost and expense, the following insurance policies for the joint benefit of the contractor and FIU, with an insurer reasonably acceptable to FIU. All insurers shall be authorized to transact business in the State of Florida (admitted, or eligible surplus lines under Ch. 626, F.S.) and shall carry an A.M. Best rating of not less than A- VII.

The coverages and limits in Section 2 apply to every trade category awarded under the solicitations for small trades contractors. The additional coverages in Section 3 apply to the specific trade categories identified and are required in addition to — not in substitution for — the requirements of Section 2. A contractor awarded more than one trade category must satisfy the requirements of every category awarded.

2. Base Coverage Schedule — All Trade Categories

Coverage	Minimum Limit	Applies To
Commercial General Liability — General Aggregate	$2,000,000	All trades
(a) Bodily Injury & Property Damage — Each Occurrence	$1,000,000	All trades
(b) Products / Completed Operations Aggregate	$2,000,000	All trades
(c) Personal & Advertising Injury	$1,000,000	All trades
(d) Contractual Liability	$1,000,000	All trades
(e) Damage to Rented Premises	$300,000	All trades
(f) Medical Payments	Optional	All trades
Business Automobile Liability — Combined Single Limit (Any Auto / Owned, Hired and Non-Owned)	$1,000,000	All trades
Workers' Compensation	Florida Statutory Limits	All trades
Employers' Liability (Each Accident / Disease–Policy Limit / Disease–Each Employee)	$1,000,000 / $1,000,000 / $1,000,000	All trades
Contractors Pollution Liability	$1,000,000	See Section 3
Professional Liability / Errors & Omissions	$1,000,000	See Section 3
Installation Floater / Contractors Equipment	Full replacement cost of materials in transit and stored on site	See Section 3
Technology E&O / Cyber Liability	$1,000,000	See Section 3

Note on aggregate limits. Because no excess layer is required in this variant, the General Aggregate is the only backstop behind the occurrence limit and is shared across every job the contractor performs for FIU. Contractors shall therefore carry an endorsement providing that the General Aggregate applies separately to each project or each location (no more restrictive than CG 25 03 or CG 25 04). This is a no-cost or low-cost endorsement on most contractor programs and preserves the occurrence limit for FIU work.

3. Trade-Specific Additional Requirements

The following table identifies coverages required in addition to the base schedule. Where the table calls for a coverage to be "confirmed," the contractor must provide the applicable policy form or endorsement number on or with the certificate of insurance; a certificate alone is not sufficient evidence that an exclusion has been removed.

Trade / Service Category	Additional Coverage Required (beyond Base)	Exposure Rationale
Life Safety		
Elevator Inspection & Consulting Services	Professional Liability / E&O $1,000,000	Inspection, certification and consulting are professional services; negligent inspection is an E&O loss, not a CGL loss. Confirm no exclusion for elevator/escalator inspection.
Fire Alarm Systems Services	Professional Liability / E&O $1,000,000	Testing, certification and programming are professional acts. Confirm no "failure to warn / failure to detect" or impairment-of-protective-safeguards exclusion.
Fire Backflow Preventer Services	Base coverages only	Water discharge and cross-connection contamination. FIU property is named-perils, ACV and excludes water damage — recovery must come from the vendor.
Fire Sprinkler System Services	Professional Liability / E&O $1,000,000	Accidental discharge and system impairment during work. Water damage to buildings, contents and research is uninsured on FIU's side.
Fire Suppression Systems Services	Professional Liability / E&O $1,000,000	Clean-agent and kitchen suppression work in labs and food service. Confirm no failure-to-suppress exclusion.
Generator Automatic Transfer Switch (ATS) Services	Base coverages only	Live high-voltage switching; arc flash injury and loss of emergency power to critical facilities.
Generator Diesel Fuel Tank Services	Contractors Pollution Liability $1,000,000; Business Auto with CA 99 48 broadened pollution and MCS-90 if fuel is transported	Fuel handling, tank cleaning, polishing and disposal. FDEP-regulated storage tank exposure; standard CGL pollution exclusion applies.
Generator Services	Contractors Pollution Liability $1,000,000	Fuel, coolant and oil release during service and load bank testing.
Utility Systems		
Air Compressors & Vacuum Pumps Services	Base coverages only	Pressure equipment and rotating machinery; property damage handled under CGL.
Boilers & Large Hot Water Heater Services	Confirm gas-fitting operations are scheduled and not excluded	Explosion, scald and carbon monoxide exposure; propane and natural gas work. Confirm XCU (explosion, collapse, underground) coverage is not excluded.
Building Hydraulic Loading Dock Lift Systems Services	Contractors Pollution Liability $1,000,000 (hydraulic fluid)	Elevated load-handling equipment; crush and fall exposure plus hydraulic fluid release.
Pumps & Motors Services	Base coverages only	Rotating equipment and electrical connection work.
MEP		
Electrical Services	Base coverages only	If they are only doing indoor work without any digging or high-voltage work, Basic coverages are sufficient.

Trade / Service Category	Additional Coverage Required (beyond Base)	Exposure Rationale
Fume Hood Certification	Professional Liability / E&O $1,000,000 (claims-made with 3-year tail)	Annual certification of containment in research laboratories.
HVAC Services	Base coverages only	Refrigerant release, condensate and water damage, and indoor air quality / microbial exposure. CGL fungi and bacteria exclusion must be bought back.
HVAC Test & Balance	Professional Liability / E&O $1,000,000	TAB is a certified engineering-adjacent service; the deliverable is a report FIU relies on.
Plumbing Services	Contractors Pollution Liability $1,000,000	Highest water-damage frequency of any trade. Sewage backup is a pollution claim. Please confirm vendor is only doing minor indoor repairs. If they are digging or touching main lines, XCU coverage is required.
Roofing / Envelope		
Roofing Repairs & Replacement	Installation Floater; confirm no hot work, torch-applied or open-flame exclusion and no exclusion for work above two stories	Leading cause of large water-damage and fire losses on campus. Open roof during Florida rain season; torch and kettle operations.
Building Envelope Repairs & Replacement	Contractors Pollution Liability $1,000,000; Installation Floater	Water intrusion, sealant and coating chemicals, and elevated work from swing stage or boom lift.
Awnings — Repair, Replacement & New Installation	Confirm crane and rigging operations are covered	Elevated installation, wind-load attachment to structure, lifting over occupied areas.
Misc		
ADA Handicap Operator Services	Base coverages only	Door operator malfunction causing injury to persons with disabilities; also an accessibility compliance exposure.
Gate Operations & Access Control Systems	Technology E&O / Cyber Liability $1,000,000 **if** the vendor connects to, hosts or administers FIU network or cardholder data	Gate crush and vehicle damage under CGL; networked credentialing systems create a data and network security exposure.
Blinds / Window Treatment	Base coverages only	Interior installation; low severity. Cord safety in occupied residential facilities.
Fencing — Repair, Replacement & New Installation	Confirm XCU coverage included; evidence of Sunshine 811 compliance	Post-hole and trenching work; underground utility strikes are the dominant loss driver.
Flooring Installation, Replacement & Repairs (carpet, LVT, concrete)	Contractors Pollution Liability $1,000,000; Installation Floater	Adhesives, sealers and grinding dust; silica exposure; existing floor coverings in older buildings may contain asbestos.
Millwork	Installation Floater	Fabricated goods in transit and stored on site prior to installation are not covered by FIU property insurance.
Mold Testing (Surface & Air)	Contractors Pollution Liability with express mold / fungi coverage $1,000,000; Professional Liability / E&O $1,000,000; Florida Mold Assessor license	CGL carries a blanket fungi and bacteria exclusion and FIU property excludes mold, so an uninsured gap exists on both sides. Assessment is also a professional service producing a report FIU acts on. Assessor and remediator must be separate firms under Ch. 468 Part XVI, F.S.
Painting Services — Interior / Exterior	Contractors Pollution Liability $1,000,000; confirm elevated work is not excluded	Overspray, solvents and VOCs; lead-based paint disturbance in pre-1978 structures; boom lift and swing stage work on exteriors.

Trade / Service Category	Additional Coverage Required (beyond Base)	Exposure Rationale
Pressure Washing Services	Base coverages only	Wash-water runoff to storm drains is a permitted discharge issue; chemical cleaners; water intrusion through envelope penetrations.
Signage	Base coverages only	Elevated and overhead installation, electrical connection for illuminated signs, footing excavation.
Window & Exterior Building Cleaning	Confirm no exclusion for work above two stories, suspended scaffolding, swing stage or rope descent	High-rise elevated work is the single highest-severity injury exposure in this solicitation. Many CGL forms exclude work above a stated height.
Misc (SOP ST-05)		
Custodial Equipment Maintenance & Repair	Base coverages only	Shop and in-place repair of floor machines and vacuums; low severity.
Misc (SOP ST-17)		
Pumping & Jetting Services / Waste Pumping	Contractors Pollution Liability $1,000,000; Business Auto with CA 99 48 broadened pollution and MCS-90 endorsement; confirm XCU coverage included	Carried forward from E-ITN67. Sanitary and grease waste transport and disposal; sewage release is a pollution claim excluded by CGL.

4. Claims-Made Coverage

Where Professional Liability / Errors & Omissions, Contractors Pollution Liability, or Technology E&O / Cyber Liability coverage is provided on a claims-made basis, such insurance shall continue for three (3) years following the completion of the performance or the attempted performance of the provisions of the agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the agreement. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to or coinciding with the effective date of the agreement, the vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the completion of the performance or the attempted performance of the provisions of the agreement.

5. Evidence of Insurability at Time of Response

For the contractor to show that it can satisfy this requirement, the contractor must include in its solicitation response one of the following:

- A letter from the contractor’s insurer stating that the contractor meets the currently specified insurance requirements; or
- A commitment letter from an insurer that, if awarded a contract, the contractor will have access to such coverage; or
- A Certificate of Insurance from the contractor’s insurer stating that the contractor meets the currently specified insurance requirements.

A contractor responding to more than one trade category must demonstrate insurability for the highest requirement among the categories for which it is responding.

6. Certificates of Insurance

Contractors shall submit true and correct copies of certificates of such insurance prior to the effective date of the Continuing Services Agreement, and annually thereafter, to: FIU Facilities Management Department, Campus Support Complex, CSC 142 (or CSC 233), 11200 S.W. 8th Street, Miami, Florida 33199.

The certificate of insurance shall indicate that the General Liability and Auto Liability insurance carry endorsements (no more restrictive than the forms identified below) which name 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:

- CG 20 10 — Additional Insured, Ongoing Operations;
- CG 20 37 — Additional Insured, Products/Completed Operations, maintained for three (3) years after final completion;
- CG 20 01 or equivalent — Primary and Non-Contributory;
- CG 24 04 — Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) in favor of the additional insureds, on the General Liability, Auto Liability and Workers' Compensation policies.

The contractor's policies shall be primary and any insurance or self-insurance carried by FIU or the State of Florida shall be non-contributing with respect thereto. The certificate shall identify the trade category or categories awarded and shall reference the contract number.

7. Deductibles and Self-Insured Retentions

Unless previously authorized by FIU, the policies required above shall be issued on a "first dollar" basis with no deductible or self-insured retention. In the event any of the policies are subject to a deductible or self-insured retention, it is the sole responsibility of the contractor to pay such deductible or self-insured retention.

8. Notice of Cancellation, Renewal and Continuation

The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation, non-renewal, or reduction in coverage or amount, and ten (10) days' notice in the event of cancellation for non-payment of premium. The contractor shall provide FIU with evidence of the renewal or replacement of the policies required above within ten (10) days of expiration.

If the contractor fails to secure and maintain insurance policies complying with these provisions, FIU may terminate the Continuing Services Agreement. The contractor shall do nothing that will adversely affect FIU, in any way, including increasing risks, insurance premiums or liability.

9. Subcontractors

In addition to the insurance required to be obtained and maintained by the contractor, if the contractor assigns any portion of the duties under the Continuing Services Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Continuing Services Agreement, at limits no less than those required of the contractor for the trade category involved. Any deficiency in coverage or policy limits of a subcontractor is the sole responsibility of the contractor.

10. Workers' Compensation

The contractor shall have and maintain during the life of the Continuing Services Agreement, Workers' Compensation Insurance for all of its employees connected with the work related to the competitive solicitation. In the event any work related to the competitive solicitation is subcontracted in accordance with the terms of the Continuing Services Agreement, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Workers' Compensation law, Ch. 440, F.S. In case any class of employees engaged in hazardous work under the Continuing Services Agreement at the site of the project is not protected under Workers' Compensation, the contractor shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

Exemptions under s. 440.05, F.S. will not be accepted in lieu of coverage for any trade category involving elevated work, energized electrical work, confined space entry, or hot work.

11. No Waiver; Adequacy of Limits

Contractors' procuring of the required insurance shall not relieve contractors of any obligation or liability assumed under the Continuing Services Agreement, including specifically the indemnity obligations. Contractors may carry, at their own expense, such additional insurance as they deem necessary. Contractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of its operations within the scope provided for under the Continuing Services Agreement, and shall cooperate in all litigated claims and demands arising from said operations to which its insurance carrier or carriers are requested to respond.

The absence of a demand for any type of insurance certificate or policy or insurance condition, or for higher coverage limits, shall not be construed as a waiver of the contractor's obligations to carry and maintain the appropriate types of insurance at limits that are appropriate to the liability exposure associated with the Continuing Services Agreement. FIU does not represent that the coverage and the limits specified herein will necessarily be adequate to cover the contractor's liability. FIU, upon request, reserves the right to obtain a copy of the policies required above.

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LITIGATION AND CLAIMS HISTORY DISCLOSURE FORM

Look-back period: Unless otherwise stated, all questions below cover the five (5) year period immediately preceding the date of this solicitation response, and pertain to the Respondent, its parent company, subsidiaries, and any officer, principal, or owner holding 10% or greater interest in the Respondent.

Part I — Respondent Information

Legal Business Name	
d/b/a (if applicable)	
FL Contractor License No.	
Trade(s) Licensed For	

Part II — Litigation, Claims, and Arbitration History

1. Within the look-back period, has the Respondent, or any officer, principal, or owner of the Respondent, been party to any litigation or arbitration arising from or related to a construction contract, whether as plaintiff, defendant, claimant, or respondent? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

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2. Within the look-back period, has the Respondent been involved in any litigation, arbitration, or claim against any Florida public entity (state, county, municipal, school board, special district, or other governmental body)? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

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3. Within the look-back period, has the Respondent filed, or had filed against it, any claim or lawsuit against a private owner or client for an amount greater than $50,000? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

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4. Within the look-back period, has any surety made payment on a bond claim (performance, payment, or bid bond) on the Respondent's behalf, or has any bond claim been filed against the Respondent's bonding company? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

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5. Within the look-back period, has the Respondent had a contract terminated, in whole or in part, for cause or for convenience, by any owner or public entity? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

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6. Within the look-back period, has the Respondent been assessed liquidated damages on any project? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

7. Within the look-back period, has the Respondent been debarred, suspended, or declared ineligible to bid by any federal, state, or local government entity? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

8. Within the look-back period, has the Respondent, or any officer, principal, or owner, been charged with or convicted of a crime related to the procurement or performance of a public or private contract (e.g., fraud, bid-rigging, bribery, false claims)? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

9. Has the Respondent filed for, or been subject to, bankruptcy protection within the look-back period, or is any such proceeding currently pending? ☐ **Yes** ☐ **No**

If "Yes," attach a separate detailed explanation using the format in Attachment A for each occurrence.

Part III — Certification

By signing below, the undersigned certifies, on behalf of the Respondent, that:

- The information provided in this Disclosure Form is true, complete, and accurate to the best of their knowledge;
- They understand that Florida International University will rely on this disclosure in evaluating the Respondent's responsibility;
- Any material omission, misrepresentation, or false statement may result in rejection of the response, disqualification from award, or termination of any resulting contract for cause; and
- They are authorized to sign this document on behalf of the Respondent.

Authorized Signature	**Date**
Printed Name	**Title**
Company Name	

Attachment A — Litigation / Claim Detail Sheet

Complete one row per disclosed matter. Attach additional sheets as needed.

Question #	Case/Claim No.	Parties & Court/Forum	Nature of Dispute	Status	Outcome/Resolution

14.001 Construction Program Definitions

(1) Board of Trustees - the university board of trustees, or designee.

(2) Chancellor - the Chancellor of the State University System, or designee.

(3) Construction budget - the amount which is announced after the deadline for the receipt of bids, but prior to the opening of bids.

(4) Construction Management Services - those services whereby the construction manager is selected pursuant to Regulation 14.006, to provide consulting services during the design phase; and management and contractual responsibility for the total construction project under a negotiated fee and guaranteed maximum price construction contracting method. A fee is negotiated for profit, overhead, and direct management costs. Trade contracts are awarded by the construction manager based on competitive bids received in response to invitations to bid issued by the construction manager. A guaranteed maximum price is provided by the construction manager, and the total price paid to the construction manager is either the fee plus the actual cost or the guaranteed maximum price, whichever is less.

(5) Continuing Contract for Construction Management Services - a contract with a construction manager for work during a defined time period on construction projects described by type, which may or may not be identified at the time of entering into the contract. There is no limit on the total value of the continuing contract, but each individual project under the contract may not exceed $7.5 million; said amount allowed for each individual project to be adjusted annually by the Department of Management Services beginning July 1, 2025 and published on its website.

(6) Continuing Contract for Professional Services - also referred to as ‘Campus Service Agreements’, means a contract between a university and a firm whereby the firm provides Professional Services to the university for projects in which the estimated construction cost of each individual project under the contract does not exceed $7.5 million; said amount allowed for each individual project to be adjusted annually by the Department of Management Services beginning July 1, 2025, and published on its website, for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000, or for work of a specified nature as outlined in the contract required by the university, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

(7) Critical Need – capital needs that require immediate action to restore a facility to normal operation, stop accelerated deterioration, or correct a cited safety hazard, especially those conditions that potentially impact an entire campus or pose a risk to health and safety.

(8) Deferred Maintenance and Repairs – Maintenance and Repair activities not performed when they should have been or scheduled to be due to a lack of resources (e.g., funding, labor, time) or other management action. As such, the needed repairs/maintenance are not performed and deferred to a later date. This includes preventive maintenance and/or repairs needed to preserve or maintain the

asset, and failure to perform it leads to asset deterioration and, ultimately, asset impairment.

(9) Deferred Capital Replacement and Renewal – postponing the replacement of infrastructure and/or building systems (e.g. roofing systems, HVAC, boilers, chillers, sprinkler systems, etc.) after they have reached their mechanical life expectancy based on the manufacturer's stated timeline or that of industry standard, whichever is longer.

(10) Design-Build Services - those services whereby one single legal entity selected, pursuant to Regulation 14.006, is responsible for design and construction services under one contract. Where such services are within the scope of practice of architecture, or professional engineering as defined by law, they are to be performed by a registered architect or professional engineer, and where those services are within the scope of construction contracting as defined by law for construction, they are to be performed by a certified or registered contractor as applicable according to Florida Statute.

(11) Education & General Facility – also referred to as "E&G Facility", means a facility that is constructed or acquired primarily for the educational instructional program of the university in accordance with sections 1013.01 and 1013.31, Florida Statutes, and includes Ancillary Plant as statutorily defined.

(12) Fixed Capital Outlay Projects – also referred to as 'FCO Projects', means the construction, acquisition, remodeling, renovation, or demolition of fixed assets or real property (land, land improvements, buildings including appurtenances, fixtures and equipment) with an expected useful life of 20 years or more, and in excess of $100,000 or the university's dollar value capitalization threshold for the subject asset classes.

(13) Guaranteed Maximum Price - the fixed amount in a negotiated contract within which the construction will be achieved. It includes both the fee and construction cost.

(14) Maintenance and Repair - the upkeep of university facilities, site and site improvements; including but not limited to, roof or roofing replacement short of complete replacement of membrane or structure; repainting of interior or exterior surfaces; resurfacing of floors; repair or replacement of glass; repair of hardware, furniture, equipment, electrical fixtures, and plumbing fixtures; and repair or resurfacing of parking lots, roads, and walkways are all examples of the types of expenses that could be charged to either.

(15) Minor Facility – an Educational & General (E&G) Facility that does not exceed $2,000,000 in total project cost and 10,000 gross square feet in size.

(16) President - the university president, or designee.

(17) Professional Services - those services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by law, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with professional employment

or practice or other professional services that may be required.

(18) Project - that Fixed Capital Outlay construction project, study, or planning activity described in the public notice in accordance with regulation 14.007, including:

a. Individual facilities;
b. Grouping of substantially similar facilities, rehabilitation, and/or renovation activities; or
c. Grouping of minor facilities, rehabilitation, and/or renovation activities.

(19) Projected Maintenance and Repairs – a current and long term forecast of routine maintenance and repairs, both scheduled and unscheduled, necessary to maintain a building/facility's functionality and aesthetics as well as help sustain its value and useful life. This includes, by reference, items in s. 1013.01, F.S. for "Maintenance and repair".

(20) Projected Capital Replacement and Renewal – a current and long term forecast of capital needs over a predetermined period, representing the addition of a permanent, durable change or the restoration of an aspect of an asset/facility that will enhance the overall value, increase its useful life and/or adapt it to a new use. Generally, this would include activities described in "Remodeling" and "Renovation", as defined.

(21) Public Education Capital Outlay Project – a Fixed Capital Outlay Project that has received legislative appropriation and is built, installed, or established to serve primarily the educational instructional program of the universities.

(22) Remodeling - the changing of existing facilities by rearrangement of spaces and their use and includes, but is not limited to, the conversion of two classrooms to a science laboratory or the conversion of a closed plan arrangement to an open plan configuration.

(23) Renovation - the rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment and includes, but is not limited to, interior or exterior reconditioning of facilities and spaces; air-conditioning, heating, or ventilating equipment; fire alarm systems; emergency lighting; electrical systems; and complete roofing or roof replacement, including replacement of membrane or structure; and upgrades and replacement of campus infrastructure, including, but not limited to roads, water, sewer, gas, steam, chilled water loops, and electrical systems.

(24) University Facilities Office - any office at a university with authority for design and construction administration.

Authority: Section 7(d), Art. IX, Fla. Const., History–Replaces Formerly 6C-14.002, Amended 1-13-99, Amended and Renumbered as 14.002, 3-27-08, Amended 9-24-09, Amended and Renumbered as 14.001 5-5-20, Amended 3-30-22, 9-8-23, 9-18-24.

14.006 Educational Facilities Contracting and Construction Techniques

(1) University boards of trustees (board) may employ procedures to contract for professional services and contractors for the planning, design, and construction of new facilities, or for additions, remodeling, renovation, maintenance, or repairs to existing facilities, that include, but are not limited to:

(a) Competitive bids.

(b) Design-build.

(c) Selecting a construction management entity, pursuant to a competitive procurement process prescribed by the board, that would be responsible for all scheduling and coordination in both design and construction phases and is generally responsible for the successful, timely, and economical completion of the construction project. The construction management entity must consist of or contract with licensed or registered professionals for the specific fields or areas of construction to be performed. At the option of the board, the construction management entity, after having been selected, may be required to offer a guaranteed maximum price and/or a guaranteed completion date; in which case, the construction management entity must secure an appropriate surety bond pursuant to section 255.05, Florida Statutes, and must hold construction subcontracts. The criteria for selecting a construction management entity shall not unfairly penalize an entity that has relevant experience in the delivery of construction projects of similar size and complexity by methods of delivery other than construction management.

(d) Selecting a program management entity, pursuant to a competitive procurement process prescribed by the board, that would act as the agent of the board and would be responsible for schedule control, cost control, and coordination in providing or procuring planning, design, and construction services. The program management entity must consist of or contract with licensed or registered professionals for the specific areas of design or construction to be performed. The program management entity may retain necessary design professionals selected under the process prescribed by the board. At the option of the board, the program management entity, after having been selected, may be required to offer a guaranteed maximum price and/or a guaranteed completion date, in which case the program management entity must secure an appropriate surety bond pursuant to section 255.05, Florida Statutes, and must hold design and construction subcontracts. The criteria for selecting a program management entity shall not unfairly penalize an entity that has relevant experience in the delivery of construction programs of similar size and complexity by methods of delivery other than program management.

(e) Day-labor contracts not exceeding $400,000 for construction, renovation, remodeling, maintenance or repairs of existing facilities. Beginning January 2024, this amount will be reviewed every three years using the Consumer Price Index for

All Urban Consumers (CPI-U), to determine if an adjustment should be recommended regarding the amount.

(2) For the purposes of this section, “day-labor contract” means a project constructed using persons employed directly by a board or by contracted labor.

(3) Contractors, design-build firms, contract management entities, program management entities, or any other person under contract to construct facilities or major additions to facilities may use any construction techniques allowed by contract and not prohibited by law, including, but not limited to, those techniques known as fast-track construction scheduling, use of components, and systems building process.

(4) Except as otherwise provided in Board regulation and section 481.229, Florida Statutes, the services of a registered architect must be used for the development of plans for the erection, enlargement, or alteration of any educational facility. The services of a registered architect are not required for a minor renovation project for which the construction cost is less than $150,000 or for the placement or hookup of relocatable educational facilities that conform with standards adopted under section 1013.37, Florida Statutes. However, university boards must provide compliance with building code requirements and ensure that these structures are adequately anchored for wind resistance as required by law.

(5) This regulation is effective October 1, 2023.

Authority: Section 7(d), Art. IX, Fla. Const., History – Adopted 09-08-2023.

14.007 Public Announcement Requirements

(1) The university shall publicly announce, in a uniform and consistent manner, each occasion when the following services are required, or as may be required by Florida Statutes:

a) Professional Services for a project with estimated construction costs exceeding $250,000; Professional Services for planning or study activity when the fee will exceed $50,000; or Construction Management Services. However, a university may use a continuing contract for these activities.

b) Continuing Contracts for Professional Services.

c) Continuing Contracts for Construction Management Services

d) Design-Build Services. Note, the Professional Services firm selected to develop a design-build criteria package shall not be eligible to render services under the design-build contract.

(2) The announcement shall provide a general description of the project(s) and the selection process.

(3) No public announcement is required if university personnel are performing these services instead of an external party.

Authority: Section 7(d), Art. IX, Fla. Const., History–Formerly 6C-14.004, 12-30-79, Amended 8-11-85, 1-24-89, 10-17-89, 1-13-99, Amended and Renumbered as 14.004, 3-27-08, Amended 9-24-09, Amended 1-27-21, Amended and Renumbered 14.007 09-08-23.

14.008 Competitive Selection and Negotiation

(1) For any services required which have been publicly announced as provided in Regulation 14.007, including, but not limited to, professional services, continuing contracts, construction management services or design-build, the university board of trustees or designee shall appoint a selection committee to make recommendations. Those appointed shall serve throughout the selection process.

The Committee should consist of at least three members, the majority of which have demonstrable experience in the selection of professional services firms or education in construction, engineering, architecture, or other related discipline, and comprised as follows:

(a) At least one facilities professional from the University Facilities Office or physical plant office;

(b) One facilities professional who is not required to be a current University Facilities Office or physical plant employee.

(c) Additional members, based on the special needs of the project, as prescribed by the university board of trustees or designee.

(2) Prior to each selection, the university board of trustees or designee shall determine the eligibility under Florida law of each firm to perform the services required.

(3) The selection committee shall evaluate eligible firms applying pursuant to the procurement parameters prescribed by the board of trustees. Such parameters may include, but are not limited to, the experience and qualifications of the firms; price, cost or fees; approach to the project; past performance; ability to meet time and budget requirements; location; and recent, current and projected workloads.

(4) Committee proceedings will be open to the public as and when required by law.

(5) After recommendation by the selection committee and approval by the university board of trustees or designee, the university may negotiate a contract. Should the university be unable to negotiate a satisfactory contract with any of the selected firms, additional firms may be selected, all proposals may be rejected, or a new selection process may be initiated at the university's discretion and in accordance with the competitive procurement process prescribed by the board of trustees.

(6) The notice and protest procedures set forth in Board of Governors Regulation 18.002 shall be applicable to all competitive solicitations relating to the procurement of goods and services for the construction of university capital improvement projects.

Authority: Section 7(d), Art. IX, Fla. Const., History–Formerly 6C-14.005, 12-30-79, Amended 7-22-87, 1-24-89, 5-17-95, 1-13-99, Amended and Renumbered as 14.005, 3-27-08, Amended 9-24-09, Amended and Renumbered 14.008 09-08-23.

SMALL TRADES LIST – AUGUST 2026

LIFE SAFETY

1. Elevator Inspection and Consulting Services
2. Fire Alarm Systems Services
3. Fire Backflow Preventers Services
4. Fire Sprinkler System Services
5. Fire Suppression Systems Services
6. Generator Automatic & Transfer Switches (ATS) Services
7. Generator Diesel Fuel Tank Services
8. Generator Services

UTILITY SYSTEMS

1. Air Compressors and Vacuum Pumps Services
2. Boilers and Large Hot Water Heaters Services
3. Building Hydraulic Loading Dock Lift Systems Services
4. Pumps and Motors Services

MECHANICAL, ELECTRICAL & PLUMBING SERVICES:

1. Electrical Services
2. Fume Hood Certification *(New)*
3. HVAC Services
4. HVAC Test & Balance *(New)*
5. Plumbing Services

ROOFING AND BUILDING ENVELOPE SERVICES:

1. Roofing Repairs & Replacement
2. Building Envelope Repairs & Replacement
3. Awnings Repairs, Replacement & New Installations *(New)*

MISC:

1. ADA Handicap Operator Services
2. Gate Operations and Access Control Systems
3. Blinds/Window Treatment *(New)*
4. Fencing Repairs, Replacement & New Installations *(New)*
5. Flooring Installation, Replacement & Repairs (carpet, LVT, concrete)*(New)*
6. Millwork *(New)*
7. Mold Testing (Surface & Air) *(New)*
8. Painting Services - Interior / Exterior
9. Pressure Washing Services
10. Signage *(New)*
11. Window & Exterior Building Cleaning

FIU Board of Trustees

September 17, 2026

Subject: Contract #PUR-08468 Amendment 2, Blackbaud, Inc. for University Advancement — Upgrade from Raiser's Edge NXT to Blackbaud CRM

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 September 18, 2025, (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:

Amendment 2 to Contract PUR-08468 with Blackbaud, Inc. Blackbaud, Inc. has provided the University's donor and alumni database of record since July 2018 under Contract PUR-08468. The Board of Trustees approved the second three-year renewal of the contract on September 12, 2024, and approved Amendment 1 — data cleanup and Raiser's Edge NXT advisory and training services — on September 18, 2025. Amendment 2 upgrades University Advancement from Raiser's Edge NXT to Blackbaud CRM, Blackbaud's enterprise-tier constituent relationship management platform. This amendment requires Board of Trustees approval because its cost exceeds the University President's procurement delegation and it brings total spend with Blackbaud to more than $3.1M since the initial term in 2018, counting the Year 1 cost of Amendment 2 alone.

Description of services: Blackbaud CRM hosts donor and alumni records, donation history, and donor and prospect interactions. The platform also facilitates online giving, email marketing, and event management, and includes Blackbaud's AI agent capability.

The upgrade is necessary for the following reasons:

a. Raiser's Edge NXT was implemented in 2018 and no longer supports the scale and complexity of the University's advancement operation. Blackbaud CRM is the vendor's enterprise platform, built for institutions running comprehensive campaigns and multi-unit fundraising programs. FIU has reached a constituent record level of 750K records which is the recommended limit for Raiser's Edge NXT (RE NXT) and move to CRM by our vendor Blackbaud. In addition, the upgraded Blackbaud CRM application is built for complex institutions that have multiple fundraising teams. The application can be customized to our specific needs within FIU versus RE NXT which cannot be altered.
b. The upgrade brings event management and expanded constituent engagement functions into the donor database of record, reducing integration points and the risk of data divergence between systems. Online giving and email marketing already run on the Blackbaud platform and carry forward under the upgrade. Blackbaud CRM will replace Blackbaud RE NXT, and after implementation, RE NXT will be retired.
c. Blackbaud CRM is the vendor-supported conversion path for FIU's existing donor and alumni data. Obtaining the same functionality from another provider would require converting the University's system of record for philanthropic giving to an unrelated platform. The FIU Foundation reviewed several different vendor customization options of Salesforce along with upgrading to Blackbaud. The Salesforce solutions were priced at more than double the price of upgrading to Blackbaud CRM.
d. Approving the upgrade in advance of the July 26, 2027 expiration of the current term allows data conversion, configuration, and user training to be completed while Raiser's Edge NXT remains in service, avoiding a compressed cutover and any interruption to gift processing and donor stewardship.

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	$61,925
Amendment 2:	September 30, 2026 – September 29, 2031	$3,791,770

- **Amendment 2 Cost:** $3,791,770 over 5 years. The Year 1 (FY 2026–27) cost is $1,635,507, requisitioned August 12, 2026 (Requisition 0000366760) and encumbered August 13, 2026 under Purchase Order 0000332703. Year 2: $484,865; Year 3: $519,493; Year 4: $557,133; and Year 5: $594,772.
- **Total Estimated Cost:** $5,294,928, based on the initial term, both renewals, and Amendments 1 and 2. The total estimated value through Amendment 1 was $1,503,158. The $16,500 of FY 2026–27 Amendment 1 spend (Purchase Order 0000330431) is included.
- **Funding Source:** Fund 604 – Transfers from Component Units (Activity 1056660001, Advancement Administration and Operations). The Year 1 cost will be funded from the Advancement operating budget within this activity, supported by transfers from the component unit, and will require a budget amendment to the Professional Services line. The multi-year commitment will be managed through the University's annual budget process.

Upgrading to Blackbaud CRM preserves the integrity of the University's system of record for donor and alumni data while providing the fundraising, engagement, and analytics capability that FIU's advancement program requires. Approval of Amendment 2 continues an established vendor relationship on a competitively exempt basis authorized by Board of Governors regulation, and represents a prudent investment in the University's philanthropic infrastructure.

Supporting Documentation:	Contract Summary Sheet
	Contract PUR-08468, Amendment 1
	Blackbaud CRM Order Form
	Funding Certification Form
Facilitator/Presenter:	David H. Snider

Contract PUR-08468 A2 for Blackbaud, Inc for University Advancement

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

Supplier Contact
Tom Sienkowski
Ph: 612-325-4516
Tom.sienkowski@blackbaud.com

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)
Amendment 2: September 30, 2026 – September 29, 2031 (PUR-08468 A2)

General Scope of Work
Upgrade the database subscription to host donor and alumni records; donation history, and donor/prospect interactions. Also facilitates online giving, email marketing, event management, and AI agent

Pricing
Initial Term: $415,353
Renewal 1: $431,201
Renewal 2: $594,679
Amendment 1: $61,925
Amendment 2: $3,791,770
Total Cost including all renewals and amendments: $5,294,928

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

Department: University Advancement

Name: Derek Clark
Phone: 305-348-7629
Email: declark@fiu.edu

Name: Yolande Flores
Phone: 305-348-8317
Email: floresy@fiu.edu

Purchasing Contact

Name: Yakov Zade
Phone: 305-348-4320
Email: ypinasza@fiu.edu

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PUR-08468

blackbaud®

Renewal Form

65 Fairchild Street, Charleston, SC 29492

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

Verified by pdfFiller 07/03/2024

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

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

Subscriptions		Net Selling Price
Principal Giving *Billed: Annual* *Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027*	Year 1: Year 2: Year 3:	$12,862.00 $13,891.00 $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: Year 2: Year 3:	$0.00 $0.00 $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: Year 2: Year 3:	$0.00 $0.00 $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: Year 2: Year 3:	$0.00 $0.00 $0.00
Payment Enablement Fee *Billed: Annual* *Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027*	Year 1: Year 2: Year 3:	$600.00 $600.00 $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: Year 2: Year 3:	$17,700.00 $19,116.00 $20,645.00
RE NXT Higher Ed Pro Offer 750,000 Records	Year 1: Year 2:	$130,707.00 $141,163.00

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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 *Billed: Annual* *Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027*	Year 3:	$152,456.00
RE NXT Learn More 500,000 Records *Billed: Annual* *Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027*	Year 1: Year 2: Year 3:	$12,733.00 $13,752.00 $14,852.00
RE NXT Module(s) Included: Queue *Billed: Annual* *Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027*	Year 1: Year 2: Year 3:	$8,625.00 $9,315.00 $10,060.00
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:

Verified by pdfFiller 07/03/2024

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.

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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 paymentservicesterms.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

By: DocuSigned by: Kenneth Jessell 178D526292AA4C1... Contracts (Jun 20, 2024 15:27 EDT)

Name: Kenneth Jessell

Title: President

Date: 9/25/2024

Name: Contracts

Title: Taylor Farrell

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

Date: Jun 20, 2024

DATE: 8-20-24

Blackbaud Inc.

Name: David Benjamin

Title: EVP, Chief Commercial Officer

Date: 05/29/2024

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

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blackbaud

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,

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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

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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.

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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.

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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.

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DocuSign Envelope ID: 7B30A05D-A11F-4169-BA88-54B9D9D77A0B

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

Florida Internationa	baud Inc.
DocuSigned by: Howard Lipman 853922281E5B499...	DocuSigned by: :vin Gregoire 6FBC23A1359D41A...
Name	e
Sr. VP, University Advancement	President, Enterprise Business Unit
Title	Title
12/8/2021	12/6/2021
Date	Date

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DocuSign Envelope ID: 7B30A05D-A11F-4169-BA88-54B9D9D77A0B

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 pentalites 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 Disaiblities 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

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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 soley 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 faciliate 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

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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: Blackbaud, Inc.

By: DocuSigned by: Kevin Gregoire 6FBC23A1359D41A...

Name: Kevin Gregoire

Title: President, Enterprise Business Unit

Date: 12/6/2021

blackbaud®

Order Form

65 Fairchild Street, Charleston, SC 29492

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 paymentservicesterms.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 NXT **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

By: Jeanette M. Nuñez

Name: Jeanette M. Nuñez

Title: President

Date: 9/29/25

Blackbaud Inc.

D. Benjamin

Name: David Benjamin

Title: EVP, Chief Commercial Officer

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

Statement of Work

blackbaud

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, or xlsx. 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 Note — This is not formal training and does not include training workbooks, training environments, or provide continuing education credit
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 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

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.

PUR-08468

blackbaud®

Renewal Form

65 Fairchild Street, Charleston, SC 29492

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

Verified by pdfFiller

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	Year 1:	$12,862.00
	Year 2:	$13,891.00
Billed: Annual *Contract term: 36 months; Start Date: 7/27/2024; End Date: 7/26/2027*	Year 3:	$15,002.00
Online Express RE NXT	Year 1:	$0.00
250,000 RE NXT Online Express 1,500,000 Online Express Email Sends (Annual Limit)	Year 2:	$0.00
	Year 3:	$0.00
Billed: Annual *Contract term: 36 months; Start Date: 7/27/2024; End Date: 7/26/2027*		
Online Express RE NXT Events	Year 1:	$0.00
	Year 2:	$0.00
Billed: Annual *Contract term: 36 months; Start Date: 7/27/2024; End Date: 7/26/2027*	Year 3:	$0.00
Online Express RE NXT Membership	Year 1:	$0.00
	Year 2:	$0.00
Billed: Annual *Contract term: 36 months; Start Date: 7/27/2024; End Date: 7/26/2027*	Year 3:	$0.00
Payment Enablement Fee	Year 1:	$600.00
	Year 2:	$600.00
Billed: Annual *Contract term: 36 months; Start Date: 7/27/2024; End Date: 7/26/2027*	Year 3:	$600.00
RE NXT Bulk Data Delivery	Year 1:	$17,700.00
	Year 2:	$19,116.00
Billed: Annual *Contract term: 36 months; Start Date: 7/27/2024; End Date: 7/26/2027*	Year 3:	$20,645.00
RE NXT Higher Ed Pro Offer	Year 1:	$130,707.00
250,000 Records	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, DLS 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: Year 2:	$12,733.00 $13,752.00
Billed: Annual *Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027*	Year 3:	$14,852.00
RE NXT Module(s) Included: Queue	Year 1: Year 2:	$8,625.00 $9,315.00
Billed: Annual *Contract term: 36 months Start Date: 7/27/2024 End Date: 7/26/2027*	Year 3:	$10,060.00
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 paymentservicesterms.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

By: DocuSigned by: Kenneth Jessell 178D526292A64C1... Contracts (Jun 20, 2024 15:27 EDT)

Name: Kenneth Jessell

Title: President

Date: 9/25/2024

Name: Contracts

Title: Taylor Farrell

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

Date: Jun 20, 2024

DATE: 8-20-24

Blackbaud Inc.

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.

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DocuSign Envelope ID: 7B30A05D-A11F-4169-BA88-54B9D9D77A0B

blackbaud

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 Internationa	baud Inc.
DocuSigned by:	DocuSigned by:
Howard Lipman	vin Gregoire
853922281E5B499...	6FBC23A1359D41A...
Name	Name
Sr. VP, University Advancement	President, Enterprise Business Unit
Title	Title
12/8/2021	12/6/2021
Date	Date

Docusign Envelope ID: C180DB53-1720-42DC-9C87-4EBE90CD63E5

DocuSign Envelope ID: 7B30A05D-A11F-4169-BA88-54B9D9D77A0B

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 pentalites 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 Disaiblities 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 soley 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 faciliate 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.
DocuSigned by:

By: _____
6FBC23A1359D41A...

Name: Kevin Gregoire

Title: President, Enterprise Business Unit

Date: 12/6/2021

docusign

Certificate Of Completion

Envelope Id: 651B672D-2E7C-4D24-8C74-3377325271CD
Subject: PUR-08468 A1
Source Envelope:
Document Pages: 417
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 2
Initials: 1

Status: Completed

Envelope Originator:
Yakov Pinas Zade
11200 S.W. 8TH ST.
PC 00511
MIAMI , FL 33199
ypinasza@fiu.edu
IP Address: 131.94.186.92

Record Tracking

Status: Original
9/19/2025 1:11:59 PM

Holder: Yakov Pinas Zade
ypinasza@fiu.edu

Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Herrera cherrera@fiu.edu Interim Director Procurement Florida International University Board of Trustees Security Level: Email, Account Authentication (None)	DocuSigned by: Crystal Herrera F02EB06BBAB843C Signature Adoption: Pre-selected Style Using IP Address: 131.94.186.90	Sent: 9/23/2025 4:35:52 PM Viewed: 9/23/2025 4:36:25 PM Signed: 9/23/2025 4:36:35 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
David H. Snider david.snider@fiu.edu Interim CFO Security Level: Email, Account Authentication (None)	Signed by: David H. Snider 8C54804ABC914BF... Signature Adoption: Pre-selected Style Using IP Address: 131.94.186.11 Signed using mobile	Sent: 9/24/2025 9:30:16 AM Viewed: 9/24/2025 10:59:17 AM Signed: 9/24/2025 11:00:21 AM
Electronic Record and Signature Disclosure: Accepted: 9/24/2025 10:59:17 AM ID: 34a65cde-9c9e-40e5-be76-ab2b23b33bfc		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Crystal Herrera cherrera@fiu.edu Interim Director Procurement Florida International University Board of Trustees Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 131.94.186.90	Sent: 9/19/2025 1:16:43 PM Viewed: 9/23/2025 4:35:50 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Certified Delivery Events	Status	Timestamp
Jessica Castro jicastro@fiu.edu Florida International University Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 131.94.186.98	Sent: 9/23/2025 4:36:38 PM Viewed: 9/24/2025 9:30:15 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2025 1:16:43 PM
Certified Delivered	Security Checked	9/24/2025 10:59:17 AM
Signing Complete	Security Checked	9/24/2025 11:00:21 AM
Completed	Security Checked	9/24/2025 11:00:21 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Florida International University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Florida International University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@fiu.edu

To advise Florida International University of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@fiu.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Florida International University

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@fiu.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Florida International University

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@fiu.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Florida International University as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Florida International University during the course of your relationship with Florida International University.

blackbaud®

65 Fairchild Street, Charleston, SC 29492

Order Form

Site ID: 2071
Order Number: Q-642053
PO Number:
Quoted Fees Valid Until: 09/30/2026
Effective Date:
Currency: USD
Payment Terms: Net 15

Bill To:

Yolande Flores
Florida International University
11200 SW 8th St Marc 535
Miami,FL 33199 USA
floresy@fiu.edu

Purchased By:

Derek Clark
Florida International University
Tax ID: 23-7047106
11200 SW 8th St Marc 535
Miami,FL 33199 USA
declark@fiu.edu

Subscriptions

Net Selling Price

Blackbaud Development Agent for RENXT

Year 1: $50,000.00

Included: Blackbaud Development Agent for RENXT

Price: $50,000.00
Billed: Annual
Contract term: 12 months

Blackbaud Advisory+ subscription for Enterprise

Year 1: $60,000.00
Year 2: $60,000.00
Year 3: $60,000.00
Year 4: $60,000.00
Year 5: $60,000.00

Price: $60,000.00
Billed: Monthly
Contract term: 60 months

Discretionary Credit

Year 1: $-50,000.00

Price: $0.00
Billed: Annual
Contract term: 12 months

BBIS

Year 1: $0.00
Year 2: $0.00
Year 3: $0.00
Year 4: $0.00
Year 5: $0.00

Price: $0.00
Billed: Annual
Contract term: 60 months

PP4M

Year 1: $4,000.00
Year 2: $4,000.00
Year 3: $4,000.00

1 Records

Price: $7,020.00

Billed: Annual *Contract term: 60 months*	Year 4: Year 5:	$4,000.00 $4,000.00
WealthPoint BBCRM Price: $10,260.00 *Billed: Annual* *Contract term: 60 months*	Year 1: Year 2: Year 3: Year 4: Year 5:	$7,240.00 $7,240.00 $7,240.00 $7,240.00 $7,240.00
BBCRM Database Read-only Access Price: $20,000.04 *Billed: Annual* *Contract term: 60 months*	Year 1: Year 2: Year 3: Year 4: Year 5:	$0.00 $0.00 $0.00 $0.00 $0.00
BBCRM Database Read-Write Access Price: $20,000.04 *Billed: Annual* *Contract term: 60 months*	Year 1: Year 2: Year 3: Year 4: Year 5:	$0.00 $0.00 $0.00 $0.00 $0.00
BBCRM SAAS Price: $508,132.00 *Billed: Annual* *Contract term: 60 months*	Year 1: Year 2: Year 3: Year 4: Year 5:	$366,367.00 $398,225.00 $432,853.00 $470,493.00 $508,132.00
DES Professional 600,000 Records Price: $17,820.00 *Billed: Annual* *Contract term: 60 months*	Year 1: Year 2: Year 3: Year 4: Year 5:	$14,800.00 $14,800.00 $14,800.00 $14,800.00 $14,800.00
BBECRMand DM SAAS Price: $0.00 *Billed: Annual* *Contract term: 60 months*	Year 1: Year 2: Year 3: Year 4: Year 5:	$0.00 $0.00 $0.00 $0.00 $0.00

BBMS Payment Processing

Price: $0.00

Year 1:	$0.00
Year 2:	$0.00
Year 3:	$0.00
Year 4:	$0.00
Year 5:	$0.00

Payment Enablement Fee

Price: $600.00
Billed: Annual
Contract term: 60 months

Year 1:	$600.00
Year 2:	$600.00
Year 3:	$600.00
Year 4:	$600.00
Year 5:	$600.00

Services

Net Selling Price

BBCRM Database Read-only Access Setup — $0.00

Price: $0.00
Billed: 50% Up Front/ 50% in 90 Days

BBCRM Database Read-Write Access Setup — $0.00

Price: $0.00
Billed: 50% Up Front/ 50% in 90 Days

BBCRM Hosting Set up — $0.00

Price: $0.00
Billed: 50% Up Front/ 50% in 90 Days

BBCRM Implementation TM — $1,182,500.00

4,300 Hours @ $275.00/Hour
Price: $1,182,500.00
Billed: Monthly based on time entered

Total Annual Investment:	Year 1:	$1,635,507.00
	Year 2:	$484,865.00
	Year 3:	$519,493.00
	Year 4:	$557,133.00
	Year 5:	$594,772.00

Cancellations and Modifications

Credits for cancelled items are issued for the pre-paid, unused portions of cancelled items. Credits are calculated and issued when Your contract is signed and returned and can be applied to Your account at Your discretion.

Online Express RE NXT
Online Express RE NXT Events
Online Express RE NXT Membership
BBMS Payment Processing MobilePay
Payment Enablement Fee
RE NXT Bulk Data Delivery
RE NXT Higher Ed Pro Offer
RE NXT Learn More
RE NXT Module(s)

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 09/30/2026. 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.

Payment Services

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 Integrated Payment Terms set forth at blackbaud-integrated-payment-terms.pdf

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.

Renewals

This subscription will continue unless you notify Blackbaud that You want to cancel on or before forty-five (45) days prior to the start of the upcoming renewal term. If you do not cancel Your renewal, 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; or (iii) a term to be mutually agreed upon between the parties if required by statute. Recurring fees after the initial term are subject to an annual adjustment.

Our process is to send a Renewal Notice, including any changes to recurring fees, to You at least sixty-five (65) days prior to the start of the upcoming renewal term to the most recent primary invoice contact that we have on file. To update your primary invoice contact, email Blackbaudrenewals@blackbaud.com.

To cancel, send an email to Cancellations@blackbaud.com. You may view Blackbaud's Auto-renewal and cancellation policy here: Blackbaud Auto-renewal and Cancellation Policy.

Invoicing and Payment:
a. 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.
b. 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.

Text Messaging:
To enable texting within the Development Agent, You authorize Blackbaud to act on your behalf to establish a mechanism for you to use the Development Agent to send text messages to constituents. This includes obtaining and registering a 10DLC phone number with a campaign service provider as well as receiving approval from The Campaign Registry.

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.

It is expressly understood by Customer that a discretionary credit is an investment by Blackbaud in a long-term partnership with Customer, and is conditioned upon the completion of the entire Project. If Customer terminates the Project prior to completion for any reason other than what Customer, at the time of such termination, reasonably asserts is an uncured material breach by Blackbaud following written notice and a thirty (30) day opportunity to cure, then Customer will repay to Blackbaud any discretionary credits applied to the Project as of date of termination. Such repayment of the discretionary credit to Blackbaud is due no later than thirty (30) days after the termination of the Project.

Pricing for your CRM Subscription is based on the usage parameters set forth below. If you exceed the usage parameters, Blackbaud may work with you to reduce Your usage so that it conforms to that limit. If You are unable or unwilling to comply with the usage parameters within sixty (60) days of receipt of written notice from Blackbaud, your subscription may be repriced to accommodate the higher usage. Performance of your Blackbaud CRM subscription will not be guaranteed if the stated counts of the entitlements below are exceeded.

Configuration Sizing and Entitlement Caps:
- 1 Production & up to 3 Non-Production Environments
- Includes Data Warehouse
- Read Only Prod DB Access
- Read & Write Non-Prod DB Access
- No Use Of Product "Site" Functionality (single site only setup)
- Up to 4 TB Database Storage (BBCRM) - Production and Non-Production

Customer Network Environment. Customer acknowledges that the performance, responsiveness, and availability of the Solution may be affected by factors outside of Blackbaud's reasonable control, including, without limitation, the quality, capacity, latency, stability, and configuration of Customer's internet connectivity, network infrastructure, security controls, wireless networks, VPNs, firewalls, endpoint devices, and other third-party telecommunications or technology services. Blackbaud shall not be responsible for performance degradation, delays, or interruptions attributable to such external factors, provided that Blackbaud continues to operate the Solution in accordance with the applicable service commitments.

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:

PP4M	**Scope of Work**
DES Professional	**Scope of Work**

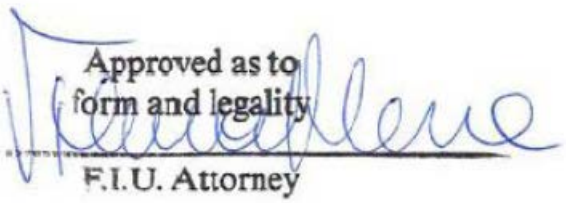
Signatures:

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

AGREED:

Client: Florida International University	**Blackbaud, Inc.**
By:	
Name:	Name: David Benjamin
Title:	Title: EVP, Chief Commercial Officer
Date:	Date: 07/24/2026

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

BSA Addendum

With respect to Order Form #Q-642053, the Blackbaud Solutions Agreement between **Florida International University** and **Blackbaud, Inc.** is hereby modified as follows:

1. A new Section is added as follows, "Non-Appropriation":

   If funds are not available for any fiscal period of this Agreement, whether because funds are not appropriated by the applicable legislative body, this Agreement shall be terminated automatically as of the beginning of the contract anniversary date for which funds are not available; provided, however, that this shall not affect either parties' rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder shall be to discharge Blackbaud and You from future performance of the Agreement, but not from their rights and existing obligations existing at the time of termination. Blackbaud shall be reimbursed for the reasonable value of any non-recurring costs incurred but no amortized in the price of the Agreement. You shall notify Blackbaud immediately upon awareness that funds are not available.

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blackbaud

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 Internationa	baud Inc.
DocuSigned by: Howard Lipman 853922281E5B499...	DocuSigned by: :vin Gregoire 6FBC23A1359D41A...
Howard Lipman	:vin Gregoire
Name	
Sr. VP, University Advancement	President, Enterprise Business Unit
Title	Title
12/8/2021	12/6/2021
Date	Date

DocuSign Envelope ID: 7B30A05D-A11F-4169-BA88-54B9D9D77A0B

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 pentalites 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 Disaiblities 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 soley 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 faciliate 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

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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: Blackbaud, Inc.

By: DocuSigned by: Kevin Gregoire 6FBC23A1359D41A...

Name: Kevin Gregoire

Title: President, Enterprise Business Unit

Date: 12/6/2021

Statement of Work

1 PROJECT OVERVIEW

This Statement of Work ("SOW") outlines the Deliverables and parameters for the Delivery of Services ("Engagement") for Blackbaud CRM™ ("Solution"). This SOW is governed by the terms and conditions stated on the Order Form.

1.1 Executive Summary

Throughout this document, Florida International University will be referred to as "Client" and Blackbaud as "Blackbaud."

This SOW outlines the high-level solution and deliverable components required to implement Blackbaud CRM for Client. Blackbaud will provide Client with up to 4,300 hours of Services to deliver the work detailed in section 3.

Blackbaud and Client project managers will develop a mutually agreed-upon Project Plan and timeline which is aligned with Blackbaud and Client resource availability. The Blackbaud and Client project managers will determine the specific timeline through the creation of the Project Plan.

1.2 Implementation Approach

Client will implement the Solution and convert from one Raiser's Edge NXT database.

Blackbaud follows the Project Management Institute's guiding processes for project management and project delivery when implementing its Solutions. Phases include Plan, Implement, Test, and Deploy.

As outlined in Section 3 of this SOW, Client and Blackbaud will collaborate to create a Business Requirements Document ("BRD") which documents the requirements for each Client-specific workflow in scope. To the extent the hours estimates in this SOW are insufficient to cover the activities contained within the BRD, Blackbaud and Client will review Client-specific workflows and supporting requirements to assign priority and to determine where business process change may allow the hours to remain within the estimates set forth in the SOW. In cases where hours exceeding those estimated in this SOW are necessary to meet business needs, a Change Order may be required to complete the work.

Client has agreed to a tailored, best practice approach, which leverages Blackbaud's extensive industry knowledge to provide Client with a prescriptive approach to the project by recommending business processes and efficiencies. Utilizing the Solution may require

adjustments to Client's existing standard operating procedures to benefit from the best practice system design.

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, xlsx, or .bak. 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
18. Services specified in this SOW apply to one production 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

2.1 SOW-Specific Assumptions and Responsibilities

1. Blackbaud uses a system of Severity, Priority, Impact, and Work Around with standard definitions for each to identify, triage, and resolve issues. When Client identifies an issue, Client will define issue Priority as High, Medium, or Low and issue Impact on the mission-critical business process. Blackbaud will determine issue Workaround, i.e., is there another way to accomplish the end goal.
    a. Blackbaud will define issue Severity as:
        i. Sev 4: Minor
        ii. Sev 3: Medium
        iii. Sev 2: Critical
        iv. Sev 1: Blocker based on impact to the implementation and from the Priority and Impact statuses
    b. JIRA will be used to track and monitor issue statuses and resolution
2. Blackbaud and Client will both be responsible for activities within the project that support the Deliverables. These activities do not require acceptance; however, Deliverables timely completion may be dependent on the completion of these activities. Those activities include:
    a. Project Management Activities: Blackbaud and Client will collaborate on, and complete project management activities as directed in the Project Plan
        i. Project Charter: Blackbaud and Client will collaborate on the creation of the Project Charter. The "Project Charter" is a statement of the scope, objectives, and participants in a project. It provides a delineation of roles and responsibilities, outlines project objectives, identifies the main stakeholders, and defines the authority of the project managers. The charter defines project governance and escalation procedures.
        ii. Project Status Reporting: The Project Status Report is a regular report reviewed by the project managers to monitor the progress of the project. Blackbaud will provide templates and inputs including budgetary tracking, sponsor project review, and/or steering committee presentation, risk log, issue, log, and change control log. Client will provide inputs within these templates.

iii. Sponsor Project Review: At a maximum of 60-day intervals, Blackbaud and Client will conduct a joint oversight and executive committee session and work collaboratively to prepare the Sponsor Project Review presentation. The review includes Deliverable status and budget review; review of timeline against Client and Blackbaud resource availability; review of project risks and issues; quality review of Deliverables by both parties; review of Client's communication plan and adoption readiness execution progress.

iv. Project Kickoff: In collaboration with Blackbaud, Client will plan Project Kickoff and presentation to project team members and stakeholders

b. Client Activities with Blackbaud Deliverable Dependencies: Client is responsible for managing and completing activities within the project plan upon which Blackbaud Deliverables rely. They include:

i. Business Process Definition: Client is responsible for confirming Client-specific business processes that are included in this SOW. Also, Client is responsible for identifying which business processes are go-live critical. For each business process, Client must assign an owner who will be responsible for working with the Blackbaud business analyst and for validating the process. Blackbaud will deliver standard test scripts supported by the BRD workflows and processes adopted by Client.

ii. Solution Validation and Testing: With Blackbaud's assistance, Client is responsible for creating and executing Client-specific test cases to validate and test business process design, conversion TRs and final run, custom solutions, and end-to-end business processes. Blackbaud will provide hands-on assistance in the creation of Client-specific test scripts and recommendations for developing testing scenarios that will support effective testing of those business processes.

iii. Reports: Client is responsible for defining and prioritizing outputs for go-live critical business processes. Blackbaud will provide a template for Client to use to create a Reporting Inventory.

iv. Documentation: Client is responsible for preparing Policies and Procedures documentation as well as any Client-specific training materials. At Client's request, Blackbaud can provide additional support for documentation. Any requests for documentation support will be scoped and estimated as a Change Order.

3. Client recognizes and acknowledges that this SOW is predicated on a 12- to 16-month engagement. Should delays or other events beyond either party's

reasonable control and responsibility lengthen the duration of the project, a Change Order may be required to support the costs associated with the lengthened project duration.

4. Client agrees to adapt its business practices and processes to support standard system functionality wherever possible. Client will leverage standard Solution reports and outputs wherever possible. These will be configured to address go-live critical identified business processes but may not replicate reports or outputs currently delivered by Client's legacy system. Client will identify critical reports in a Reporting Inventory. Blackbaud and Client will determine the appropriate output including Key Performance Indicators ("KPIs"), standard reports, alerts, queries, smart queries, data lists, or exports. If no out-of-the-box outputs meet Client's needs and a custom report is required, Blackbaud and Client will determine an hours estimate for work effort. Client is responsible for developing the custom report with mentoring support and guidance from Blackbaud, within the given number of hours specified for reporting support in this SOW. If additional support is required, a Change Order may be issued.
5. Blackbaud standard system configuration work will be based on Client-specific Business Processes and the supporting Business Requirements Document created during the Planning Phase. Blackbaud assumes that Client's SMEs will reasonably collaborate in this work. Configuration of a business process may include process setup, configuration to support input requirements, and configuration of standard outputs. Standard outputs will be built to meet identified standard processes within the BRD or go-live critical Client-specific business processes but may not replicate existing outputs in Client's legacy system. Custom outputs will be the responsibility of Client to design, develop, test, and deploy. Custom outputs include, but are not limited to, integrations and interfaces, custom reports, custom query views, custom data lists, custom dashboards, custom KPIs, custom smart fields, and custom export definitions.
6. Blackbaud will host ongoing "Office Hours" throughout the implementation. Blackbaud will be available during designated times to review Client progress in meeting validation or testing milestones, answer questions, triage issues, provide validation support, etc. Blackbaud will dedicate the designated Office Hours time to Client. If Client does not participate in Office Hours, then Blackbaud will work on open issues or other work for Client during this time. If there are no open items or project-related tasks or activities, Blackbaud will not bill their time during Office Hours.
7. As part of the data conversion and migration process, Client will be responsible for correcting any source system data that result in exceptions or other

conversion anomalies. If Client does not, or is unable to, correct such source system data before the final conversion run, such data may not be converted or may convert erroneously, and will have to be addressed in the Solution post-go-live by Client.

8. Blackbaud will directly transfer comparable data. Unless otherwise indicated in this SOW, the data will be converted "as is".
9. Translations are used to map data to another functional area other than the indicated legacy system functional area as noted in Section 3.3
10. During the validation period, post-conversion scripts may be applied to address issues that are found. Blackbaud will address issues in order of severity and priority within the allotted hours.
11. Revenue adjustment history and amendments are not included as part of the conversion effort
    a. Adjustment details will convert as documentation on revenue records, and the revenue details will represent the post-adjustment amounts
12. Household records will convert based upon active spouse relationship records
13. Default primary addressee and salutations will convert as standard defined formulas in the Solution

Note — Blackbaud will not try to match Addressee/Salutations in the legacy system to Addressee/Salutation formulas in the Solution. Blackbaud's recommended approach for name formats is to have the configuration of name formats match how Client wants to configure name formats in the Solution. For example, if Client has a formula in the legacy system that's 'Informal Salutation' and it's the first name + the last name, Blackbaud recommends configuring the go-forward 'Informal Salutation' in the Solution to be the same. Blackbaud will then convert the name formats per the configuration. The benefit of this approach is that should Client change a name in the Solution post-Go-Live, the name format will automatically be updated. If there's a specific name format that Client wants to preserve from the legacy system, such as 'President's Salutation', Blackbaud will convert that as-is.

14. All non-constituent records, including individuals or organizations on relationships, may be created as a constituent in the Solution and a relationship will be designated based on the data in the legacy system
15. It is understood that Client has non-constituents in Raiser's Edge NXT. Blackbaud will apply best practices to ensure data capture of this information during the conversion process and will advise on mapping spouse email addresses to

primary. Blackbaud will provide best practices for future state reporting on individuals, households and groups as it relates to these changes.

16. Constituent records cannot convert to lists or selections
17. Attachments will convert where the file can be recognized as valid by the conversion engine for constituent attachments, event attachments, interaction attachments, and prospect plan attachments. Blackbaud cannot make any guarantees on which files will successfully convert.
18. Constituent soft credits will only convert where the data exists in the legacy system. New soft credits will not be created during conversion based on the logic that exists in a configured Solution database.
19. Data will convert to existing Solution product functionality tables
20. Preceding 3yr Revenue will be converted with General Ledger ("GL") distributions. The GL distributions will be created by the Solution's GL Account structure logic and not converted as they appear in the legacy system.

3 BLACKBAUD SERVICES

3.1 CRM Deliverables

This SOW covers the following Deliverables. Blackbaud and Client will jointly prepare the project plan. The project plan is a formal document designed to guide the control and execution of a project. The project plan will include the Deliverables. The Project Plan will also include project tasks upon which Deliverables are dependent and the related timeline for those tasks.

The following section describes the Deliverables and tasks that Blackbaud will provide and perform as part of the Solution implementation. If an area and supporting information is not explicitly stated below, it is considered out of scope for this SOW and may require a Change Order.

3.1.1 PLANNING PHASE

- Deliverable 1 - Project Plan
  - Blackbaud owns the initial development and updates, but both Blackbaud and Client are responsible for the execution of the Project Plan
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - Project Plan specifies all Deliverables, tasks and subtasks required for implementation, including planned start and completion dates for each
    - Project Plan includes associated dependencies amongst all Deliverables, tasks and subtasks
    - Project Plan assigns ownership (between Blackbaud and Client) to each Deliverable, task, and subtask
- Deliverable 2 - Implementation Plan
  - Project Management Plan
    Implementation Strategy Document
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - All planning documents (including Project Management Plan, Implementation Strategy Document) incorporate, and are consistent with, Client input provided during review of draft versions
    - All planning documents are mutually agreed-upon and complete (initial mutually agreed-upon version for all "living" documents)

- All documents are located in a place where both Client and Blackbaud have read/write access

- Deliverable 3 – Test Run 1 ("TR1") – Standard Raiser's Edge NXT to the Solution conversion run
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - TR1 will be run using Blackbaud's standard conversion scripts. Blackbaud will use the TR1 database during the planning phase. An exception report will be delivered for all TR data and includes data validation training and sample validation queries for qualitative and quantitative testing.

3.1.2 DESIGN PHASE

- Deliverable 4 - BRDs
  - The BRD includes the requirements that support the Solution's workflows. Every requirement will map to a workflow.
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - The BRD includes the requirements that support standard Solution workflows and Client-specific workflows including report inventory, assigned reporting responsibilities (between Blackbaud and Client) and defined security roles. Blackbaud will ensure that every requirement maps to a workflow.
    - The BRD will define all "go-live critical processes

- Deliverable 5 – Change Management Readiness Findings and Initial Communication Plan
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - Impact Analysis is complete and delivered to Client
    - Communication Workshop is delivered, and associated presentation is delivered to Client

- Deliverable 6 – Functional Specifications Documents
  - Functional Specifications or User Guides for all Packaged Custom Solutions
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:

- Delivery of Functional Specification or User Guide documents for each solution described in Section 3.6

- Deliverable 7 – Test Run 2 ("TR2")
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - Delivery of TR2
    - An exception report will be delivered for all Test Run ("TR") data and includes data validation training and sample validation queries for qualitative and quantitative testing
    - Data Conversion Documentation
    - Conversion Validation Guide

3.1.3 TEST PHASE

- Deliverable 8 – Test Run 3 ("TR3") and Test Run 4 ("TR4")
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - Delivery of TR3 and TR4
    - An exception report will be delivered for all TR data and includes data validation training and sample validation queries for qualitative and quantitative testing.
    - Data Conversion Documentation
    - Conversion Validation Guide
- Deliverable 9 – User Acceptance Testing ("UAT") and Documentation
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - Sample Test Plan – owned by Client after delivery
    - Timely resolution of issues identified from Client UAT
    - Test Plan and Conversion Validation Guides are mutually agreed-upon and complete
    - All documents are located in a place where both Client and Blackbaud have read/write access
    - All Go-Live Critical issues have been identified and have a planned resolution (pre- or post-Go-Live) that is mutually agreed-upon

3.1.4 DEPLOY PHASE

- Deliverable 10 - One Conversion Final Run at Go-Live
  - Acceptance criteria includes that Client signifies the transition to Support and the completion of the 30-day warranty period as set forth in the SOW:
    - Legacy databases have been successfully converted or imported and delivered to Client based on mutually agreed-upon data mapping changes and / or issues filed in Jira by both Blackbaud and Client identified during validation of the prior TR.
- Deliverable 11 - Blackbaud Online Giving Form Setup
  - Up to two forms

3.1.5 POST-GO-LIVE PHASE

- Deliverable 12 - Project Closure Report
  - Acceptance Criteria includes written notice from Client to Blackbaud confirming:
    - Delivery of Project Closure Report

3.2 Business Processes

This SOW is limited to the following business processes. Each business process design functional area considers inputs, steps taken to execute, outputs, and the resources involved in the processes.

During the Planning Phase of the implementation, Blackbaud will review and confirm Client-specific requirements for business processes that are not accounted for in the set of standard Solution business processes. The detailed requirements and accompanying Deliverables will be outlined in the BRD(s) referenced as a Deliverable in Section 3.1.

Area	Description
Constituents	• Capture Constituent Life Changes including Marriage and Deceased • Constituent Attributes, Awards and Interests • Constituent Profile Reporting • Constituent Record Alerts • Cumulative Giving • Donor-Advised Funds Entry and Management • Duplicate Record Management and Global Data Entry • Recording Employment history

	• Managing Alternate Lookup IDs • Manage Biographical Data • Manage Committee Roles and Participation • Manage Constituent Documentation • Manage Contact Information • Manage Educational History and Institution Records • Manage Individual, Group, Committee, and Organization records • Mergers and Acquisitions/Parent and Subsidiary Relationships • Communication Preference Management • Recognition Program Management • Record a Primary Constituency for each Constituent Record • Relationship Management: Households, Individual and Organizations
Revenue	• Adjusting and Editing Revenue Details • Anonymous Giving Management • Batch Workflow and Details • Benefit Management • Estate and Planned Gift Management • Importing Transactions from 3rd Party Systems or flat files • Individual and Bulk Pledge Write-Off • Manage Credit Card Payments • Manage Direct Debit Payments • Manage Matching Gifts, Associated Claims and Reconciliations • Managing Recognition/Soft Credits • Non-Gift Revenue Processing • Payroll Deductions • Pledge Schedule and Installment Processing • Post to General Ledger Process • Recurring Gift Status and Installment Activity • Revenue Documentation • Revenue Processing with multi-currency • Blackbaud Online Giving
Prospects	• Assign Solicitor Credit for Revenue • Bulk Plan and Opportunity Management • File Contact Reports • Major Giving Management Statistic Reporting

	• Manage Prospect Assignments Individually or in Bulk • Notify Fundraisers of changes in their Prospect Pool • Organization Prospect Management • Planned Gift Plans and Opportunities • Planned Gift Relationships • Planned Gift Vehicles • Prospect Pools/Portfolio Management • Prospect Profile Reporting • Prospect Ratings and Research Data Management • Prospect Solicitation and Cultivation Management • WealthPoint – Wealth and Rating Screening • Research Request Management
Fundraising	• Naming opportunities • Purpose and designation entry • Campaign and Fund Management • Campaign Reporting •
Marketing and Communications	• Benefit/Premium Fulfillment • Calculated Summary Fields • Communication Exclusions • Credit Card Expiry Management • Export Standard Fields for Mailings • Managing Organization Specific Contacts • Managing Solicitation Credit by Department with Business Units • Managing Solicitation Specific Benefits • Managing System-wide and Individual Name Formats • Non-Solicitation Communications • Planning Calendar • Pledge and Recurring Gift Reminder Processing • Receipt Processing • Revenue Acknowledgements • Solicitation Expenses • Ask Ladder Management • Communication Testing • Complex Communication Metrics (KPIs) • Complex Segmentation

	• Complex Solicitation Coding • Manage Appeals in Bulk
Events	• Event Calendar • Event Collateral Management (Nametags, Place Cards, etc.) • Event Documentation • Event Expense Tracking • Event Invitation Management • Event Record Management • Event Registrations and Sponsorship • Event Seating Management • Event Speaker Management • Event Summary Reporting • Manage Additional Event Donations • Manage Other Event Communications • Registrant Data Management • Create Complex Multi-Level Events
Tribute Management	• Tribute Management for Memorial and Honorary Gifts • Managing tributees and notifications • Linking tributes to gifts and tribute acknowledgements / notifications • Track one or more third party "notificants" • Accept one gift to multiple tributes • Accept one gift to both "in honor of" and "in memory of" tributes • Configure tribute cards during gift entry • Generate tribute notifications (letters and envelopes) to honorees or specified acknowledgees • Track tribute/honoree acknowledgees on tribute/honoree record • Assign acknowledgees of tribute/honor gifts • Configure tribute names • Add general tribute information for card processing or special acknowledgement for non-constituents • Track the notificant letter that was mailed and the date it was sent in the donor/gift record
Stewardship	• Endowment Reporting • Manage Fund Information

	• Manage Stewardship Activities
Analysis	• Create Organizational Teams • Fundraiser Goal Management with KPIs • Data Integrity Workspace
Administration	• Audit Table Reporting • Data warehouse deployment and use • Security Roles • Using Sites as a Reporting Tool • Automated FTP File Import/Export Processes • Customize Lookup IDs

3.3 Conversion

Blackbaud will convert one Raiser's Edge NXT database under this SOW.

Conversion runs will include:

- TR1 (Initial Test Run): will be run using Blackbaud's standard conversion scripts. Blackbaud will use the TR1 database during the planning phase as well as Client's legacy system and update the standard conversion mapping to meet Client needs specifically for business processes documented in the BRD. An exception report will be delivered to support data clean up and translation mapping activities.
- TR2 (Design Test Run): will include the mapping work done by Blackbaud and will be used for the implementation phase of the project.
- TR3 and TR4 (UAT Test Runs): will deliver the full database a third and fourth time. Approved changes to the conversion that were identified during the validation of TR1 through TR2 will be applied in each run. Any post-conversion scripts that were applied during validation will be incorporated into each run as well.
- Final Run Conversion: will include all approved changes from prior TRs. This conversion will serve as the final run that will become Client's Live Production database following final data validation and Deliverable Acceptance.

If additional conversion TRs are requested, or if other databases or "shadow" systems are requested to be added to the conversion, a Change Order will be required.

3.3.1 CONVERSION DETAILS FOR RAISER'S EDGE TO THE SOLUTION

The following table shows the functional areas within the Solution. Unless explicitly stated

below, any other functional areas are considered out of scope for purposes of this SOW.

Area	Description
Constituents	An entity tracked within the database that can be classified as different types (i.e., individual, organization, household, and group/committee).
Groups and Households	A type of Constituent that brings multiple constituents together into one record for tracking and recognition. A Household is used for a family, while a Group would be for multiple constituents that are not related. Household records will convert based upon active spouse relationship records only. The primary member of the household will be set based on the constituent with the lower (oldest) legacy ID.
Relationships	A connection between constituents tracked within the database (i.e., parent and child; employee and employer). The Solution only supports constituent-to-constituent relationships. Any non-constituent records in the legacy system will be converted as a constituent (assuming the data necessary to create a new constituent exists in the legacy system.)
Addresses	Physical location where mail can be delivered to a constituent. This could be their Home, Business, Vacation Home, or more. Designated by "type" and able to track what dates mail can be sent. If more than one is stored for the constituent, then one address must be marked as Primary.
Phones and Email	Number or email address that is used to contact a Constituent. If more than one of each type is stored, then one phone number and one address must be marked as Primary.
Attributes	Client-defined fields are created to track additional information about a record that the program does not track by default. Client is responsible for providing Blackbaud source data for attributes in format to match the Solution or shall do translations in the conversion utility.

Documentation Media Links	Area in constituent documentation where URLs can be stored. Client is responsible for providing URLs in a valid format, e.g., http://www.site.com
Documentation Notes	Area where notes can be stored on a variety of record types. Includes constituent, interaction, planned gift, prospect plan, revenue, stewardship plan, and fundraising purposes.
Committees	A type of Constituent. Similar to a Group – but can raise money, coordinate an event, or have its own goals.
Interests	Personal information about a constituent that details items that they are inclined to like or do (i.e., Golf, Volunteer, Library.)
Mail Preferences and Solicit Codes	The ability to manage the communication preferences for a constituent to ensure Client communicates with the constituents in ways they prefer. This includes solicit codes and all contact preferences (opt-in and opt-out.)
Education	A way to keep track of a constituent's education history both from the Institution and other degrees. Education data will convert as code table entries and not to the academic catalog.
Appeals	A record that tracks a solicitation to constituents. This can be associated with a revenue transaction.
Campaign	A planned effort to raise money for specific goals or within a defined timeframe, such as with a capital or comprehensive campaign. This may be associated with a revenue transaction. Historical campaign structures may need to be re-mapped or translated to the current structure for comparative reporting during conversion. Any such translation is the responsibility of Client to create for use by Blackbaud in the conversion. Blackbaud will provide a template and guidance to support new mapping, translations and creation of a new campaign structure.

Matching Gifts	A gift from a company that was made in response to an individual's gift, when that individual has a relationship with the company (typically employee). Pledges will be matched to payments if unique identifiers are provided that link the pledges to the payments. If identifiers are unavailable or unreliable, Client will need to provide a reliable method for matching payments to pledges, otherwise, they will not be linked in the conversion. The same process will be performed for installment pledges, soft credits, and matching gifts.
Interactions	How the database tracks one-on-one contact (e.g., phone, mail, etc.) between Client and a constituent.
Pledge Payments	Payment towards the balance of a Pledge. • Pledges will be matched to payments if unique identifiers are provided that link the pledges to the payments. If identifiers are unavailable or unreliable, Client will need to provide a reliable method for matching payments to pledges, otherwise, they will not be linked in the conversion. The same process will be performed for installment pledges, soft credits, and matching gifts. • If a pledge has an overpayment, the overpayment will be converted as a second transaction. It will pay the pledge in full and the amount remaining will be added as a donation.

Revenue	Revenue is financial gifts or commitments received by Client. The following types of revenue are included in this conversion: • Payments – Outright donations and payments applied to pledges, recurring gifts, matching gifts, planned gifts and stocks. • Pledges – A promise to make payments in the future, typically on a defined schedule. • Recurring gifts – A donation of the same amount and to the same designation(s) made at a regularly scheduled interval. • Matching Gift Claims – A commitment from another company to match an individual donor's gift. • Planned gifts – Record to track the establishment of a deferred gift, normally through a bequest, annuity, trust, or other legal contracts. **Note —** Single transactions that are entered as multiple transactions across separate constituents (e.g., spouses) will be converted as-is. If Client desires these transactions to be combined into a single transaction during the conversion, modifications to the source data may be required. **Note —** The Solution does not allow a "mismatch" between the fund(s) on a commitment (pledge, recurring gift, matching gift claim, or planned gift) and the fund(s) on the payments (i.e., if a pledge is made to Fund A and a payment comes to Fund B, that payment cannot be applied to the pledge). When this occurs in the legacy system, then Blackbaud will work with Client to discuss options for handling this data in the conversion. **Note —** Commitments (pledge, recurring gift, matching gift claim, or planned gift) that have payments in excess of the commitment amount ("overpaid") cannot be converted into the Solution as such. If this occurs in the legacy system, Blackbaud will work with Client to discuss options for handling this data in the conversion. **Note —** Summary giving totals will be recalculated in the Solution and will not be converted.
Installments	An agreed-upon schedule of payments to be made towards the balance of a Pledge.
Schedules	Additional metadata about pledges (i.e., frequency, number of installments).

Splits	A record that indicates revenue is allocated to specific fundraising purpose(s).
Recognition Credits	The ability to credit one or more constituents when a constituent makes a donation.
Recognition Programs	A way to recognize donors based on their level of giving (e.g., Wall of Honor in a building).
Recognition Levels	The different levels a donor may belong to within a Recognition Program (i.e., Bronze, Silver, and Gold).
Financial Bank Account Numbers	Bank account numbers that constituents use for pledge or recurring gifts.
Research and Wealth	Area of the Constituent record that allows you to detail the assets and estimated wealth of a constituent.
Write-Offs	The ability to reduce or zero-out a pledge balance.
Purposes	Record that defines the intention and use of the gift.
Events	A record that allows a nonprofit to create events as well as those constituents who attend them. An event record with registrants and invitees will be created. This does not assume the creation of any registration options, event expenses, event benefits, event registrant attributes, or event notes.
Prospects	A constituent that has been identified as a prospect. The Prospect area also includes interactions, prospect plans, prospect opportunities, prospect assignments, prospect types, and prospect teams.
Prospect Funding Interests	Area to track the funding interests of a prospect.
Correspondence	Record of correspondence between Client and a constituent.
Involvements	Activities a constituent was involved in when they attended school which may be tied to a specific Education History.

3.4 BBIS Blackbaud Internet Solution deliverables

Blackbaud will implement BBIS for Client, specifically:

- ADF giving Page - 1 ADF with 1 Variation
- One standard giving page
- One communication preferences page
- One privacy policy page
- Applying the client's branding/design
- Three Email Templates tested on devices and clients
- Two Event Management templates and configuration
- BBIS Login/Logout, Transaction Manager, and Profile functionality
- BBMS configuration and testing
- SSL/DNS configuration
- General QA, testing, and deployment support"

3.5 Custom Solution Technical Guidance

Custom solutions are comprised of any functionality that is realized as a result of developer intervention. This includes, but is not limited to, extending core product functionality, new screens, web pages, reports, data tables, and interfaces. Blackbaud will provide advanced configuration, page designer, and technical consulting assistance to support Client's need to develop custom elements and / or integrations with the Solution.

Client plans to leverage Zuri Group's Velocity data integration solution. The following integrations will be configured:

Bi-directional data integrations:

- ThankView (Texting)
- MobileCause (GiveSmart)
- Gravyty
- PTGL PeopleSoft
- Mongoose

Inbound data connection:

- PantherSoft (Faculty/Staff/Alumni)

Coordination across vendors and Blackbaud will be led and governed by the Project Management leads of both parties. PM's will be responsible for the comprehensive schedule and timing of deliveries including those owned by 3rd parties.

The following technical consulting assistance includes:

- Providing guidance and direction on best practices for extensibility development within the Solution
- Reviewing and evaluating possibilities for a custom creation that works best for Client's database structure and business processes
- Providing guidance in the development of custom solutions
- API and integration consultation
- Page Designer
- Advanced Configuration

3.6 Custom Report Writing Guidance

Blackbaud will work with Client in configuring standard reports, dashboards, KPIs, and data lists to address the majority of reporting needs identified by Client. Blackbaud has included Report Writer Training to allow Client to develop Client specific reports that cannot be accomplished through the standard tools available in the Solution or the Blackbaud Data Warehouse. Blackbaud has included 200 hours of technical assistance to Client to provide report development guidance for Client's team to create in-house custom reports. Client is responsible for and maintains ownership of custom reporting outputs.

3.7 Packaged Solutions

Blackbaud will be responsible for the delivery and configuration of the following seven packaged solutions. These are packaged solutions, and it is not anticipated that any updates to these solutions will be needed other than standard configuration and deployment of each solution. If Client requests updates to the scope in the functionality of a packaged solution, Blackbaud will gather requirements and provide a level of effort estimate to address the new requirement.

3.7.1 CUSTOM LOOKUP ID

The constituent lookup ID developed to allow a user to create his or her own custom lookup ID format for all constituents in the system. In addition, this tool allows a user to modify all lookup ID types in the system including revenue lookup IDs, and event lookup IDs.

3.7.2 AUTO FILE DOWNLOADER / FTP

Data import and export processes may need to be automated, including the delivery of the Post to GL file(s), direct marketing (mail), in and outbound telemarketing, direct response TV, and face-to-face file(s). This solution provides the business process automation features necessary to meet this need. The solution includes three Business Process Connectors:

- Auto file downloader: This task automatically creates a file for a given Solution business process (e.g., Post to GL) and moves it to a specific location on the application server/shared drive.
    - This allows a user to skip having to download a file manually first before moving the file
- FTP: This task will provide the functionality to transfer files between a remote FTP/SFTP site and the Solution
- Zip files: This process automatically zips (or unzips) files that are transferred to and from the Solution application server.

3.7.3 REGION CODE

The Region Code solution creates a region code matrix that is used to indicate which specific region(s) (e.g., Southwest) a constituent may belong to based on his or her address information.

3.7.4 MULTIPLE ATTRIBUTE GLOBAL CHANGE

A global change that accepts attribute category, record selection, start date and end date to process the attribute values associated with a selection of records. The global change contains the logic to determine the record type of attribute and accordingly add or update the attribute value and start and end dates for records identified by the selection.

3.7.5 CODE TABLE CLEAN-UP

Upon execution, the customization would replace the code table value(s) to be merged with the retained value throughout the software. Blackbaud CRM

approaches code table entries with security and goals of importing clean data thus not creating duplicate items. Ease of de-duplicating code table values, especially when data is coming from Third Party systems, is of significant assistance to application administrators in maintaining their database.

3.7.6 STRATEGIC BASELINE SOLUTION REPORTING

A set of extensions to the out-of-the-box Blackbaud Data Warehouse (BBDW) solution. This solution contains the following items:

-
  - BBDW Revisions to generate new tables
  - SSIS Packages to load data into new tables
  - SQL Stored Procedure, Function and View Specs to support the data loading used by the SSIS packages

3.7.7 APPEAL BATCH

A custom batch has been developed allowing for the mass addition of new appeal records. The batch is used to create appeals and assign designations and benefits to those appeals at the time of creation.

3.8 Training Program

The table below references the training components and total days within the contract.

Area	Description
Project Team Training (Five Days)	Five days of standard Blackbaud CRM training will be provided to the core project team and key staff members prior to upcoming design cycles. Training will be conducted on a standard sample database provided by Blackbaud.
Technical Training **e-Learning only**	**Learning Path 1 – SDK Fundamentals** Learn to build a Software Development Kit (SDK) Package, pages, functional areas, tasks and specs. In these sessions, you also learn to set up your environment for SDK testing and development, as well as deploy a customization. **Learning Path 2 – SDK Data Structures**

	Learn to build Code Tables, extend the Blackbaud CRM data structure with Tables and Functions, and use the CRUD wizard to build Create, Read, Update, and Delete operations. **Learning Path 3 – SDK Lists** In these sessions, you learn to build Data Lists, List Builders, Simple Data Lists, Search Lists, Translation functions, and Query Views. You also learn to deploy these specs and learn how to work with dependencies. **Learning Path 4 – SDK CRUD Operations** Learn to deploy Stored Procedures and Global Changes to create, update, and delete records, as well as use Data Forms and Record Operations to perform CRUD operations on single records from the Blackbaud CRM user interface. **Learning Path 5 – SDK Pages** Learn to build a page to display lists, forms, and actions. Learn to use custom Image Keys, as well as modify preexisting pages and consistently deploy the changes to your Blackbaud CRM install. **Learning Path 6 – SDK CLR Fundamentals** Learn to build specs using C Sharp instead of SQL. You also learn how to retrieve data and display it in the form of a list. **Learning Path 7 – SDK CLR CRUD Operations** In these sessions, you build Data Forms using C Sharp instead of SQL. You also use Reflection and LINQ to query and update your data. **Learning Path 8 – UI Model** In these sessions, you learn to use Event Driven Programming to modify the behavior of your specs. You also learn to handle

	exceptions to maximize efficiency, as well as protect your data. **Learning Path 9 – API** In these sessions, you learn to perform all Blackbaud CRM operations from outside of the out-of-the-box user interface. You also learn to query external data sources and update Blackbaud CRM accordingly. **Learning Path 10 – Standard Outputs** Learn how to write Ad Hoc Queries, Smart Queries, Data Lists, and Selections. You also learn how to extend Blackbaud CRM with Attributes and Smart Fields. **Learning Path 11- Page Designer** In these sessions, you will learn to use Shell and age Designer to customize Blackbaud CRM. All these lessons are delivered via self-paced e-Learning videos.
UAT Training (Five Days)	During five days of UAT Training, participants are taught the knowledge and skills needed for testing Solution product functionality during the testing phase of the project. Training will be conducted using standard Blackbaud curriculum. Training will be delivered in Client's hosted copy of the most recent TR of the data.
Train the Trainer (Five Days)	Blackbaud will equip your trainers with the necessary Blackbaud CRM product knowledge and presentation skills to effectively train your end-user community. Training components include best practices for instruction and "teach backs" by your in-house training team to a Blackbaud University instructor using your customized Jumpstart presentation materials. **Note —** This training requires the purchase of JumpStart Workbooks.
Jumpstart Workbooks	Blackbaud CRM JumpStart files are a do-it-yourself solution for Clients who have the staff to easily customize and edit the PowerPoint

	presentations utilized during end user training. Clients receive a one-time delivery of the electronic PowerPoint files with how-to content for the functional areas included in the solution. Client owns the intellectual property rights to the files. Upkeep of the presentation files is Client's responsibility.

Note — No audio, video, or screen capture of any training is allowed at any time.

Note — All training materials are the intellectual property of Blackbaud and may only be used for the intended use by Client unless otherwise purchased. Distribution of materials is strictly forbidden.

Note — Training will be conducted either onsite or remotely using an online delivery tool. No hybrid training or delivery across both modalities simultaneously is allowed.

Note — Training will be delivered on the most recent version of the software.

Note — Travel and Expenses ("T&E") are included for Onsite Training.

3.9 Post-Go-Live Transition Assistance

Blackbaud to provide up to 200 hours of Post-Go-Live functional and technical consulting assistance as part of Client's transition into a production environment. Blackbaud has included various activities to support the Solution user adoption, business process review(s), targeted training, auditing, custom report development, workflow refinement and solution optimization. These hours are available for up to six months following the Completion of Services date.

3.10 Completion of Services

Deliverable Acceptance is described in the Blackbaud Consulting and Professional Services Terms document. After Acceptance, each Deliverable will be transitioned to Client and will no longer be within the control of Blackbaud Services. The Completion of Services date is the date when the final Deliverable is Accepted.

3.11 Support of Customizations

The standard Blackbaud Scope of Customer Support does not cover any Customization(s) addressed in this SOW. The Scope of Support for Blackbaud Solutions can be found at http://www.blackbaud.com/terms. Blackbaud will provide support for these Customization(s) after the Completion of Services date as follows:

3.11.1 PERIOD OF SUPPORT

1. Upon Completion of Services, Blackbaud will provide support of Customization Deliverables including troubleshooting and break-fix for a Period of 120 business days
2. Any Customizations delivered by Blackbaud and altered by Client or a third-party on behalf of Client nullifies the Period
3. After the Period ends, Blackbaud will continue to provide troubleshooting of issues related to custom code to determine defects or errors within the Subscription. If Blackbaud determines that the issue resides within the custom code, resolution by Blackbaud requires a new SOW unless otherwise contracted by Client.
4. Any new functionality or added requirements to the Customization after Completion of Services and during the Period is not covered and requires a new SOW
5. Blackbaud does not guarantee that Customizations will work on installation of a Major Release. Troubleshooting and break-fix by Blackbaud require a new SOW.

Statement of Work

1 PROJECT OVERVIEW

This Statement of Work ("SOW") outlines the Deliverables and parameters for the Delivery of Services ("Engagement") for Blackbaud CRM™ ("Solution"). This SOW is governed by the terms and conditions stated on the Order Form.

1.1 Executive Summary

For the term of the contract, Blackbaud will make resources to deliver the Services outlined in section 3.

This SOW is designed to provide the best practice and strategic approach to fulfill Client requirements utilizing the Blackbaud Advisory+ Services Engagement.

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, xlsx, or .bak. 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 production 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

2.1 SOW-Specific Assumptions and Responsibilities

1. This SOW excludes the following items. A separate Engagement will be required to complete the following work:
    a. Conversion of data from one database to another
    b. De-duping records or files
    c. Merging files or databases
    d. Formatting data

3 BLACKBAUD SERVICES

The information below describes activities available to Client. This list provides Client with the options available during the Engagement. Specific tasks and Deliverables will be determined and documented by Client and Blackbaud. The Engagement spans the full term of the Solution subscription.

Blackbaud will work with Client to select the most impactful tasks that include up to two large, four medium, or eight small Deliverables per year.

Area	Description
Menu of Deliverables	A full menu of Services Deliverables will be provided at the beginning of this Engagement.
Quarterly Action Plan	Blackbaud will collaborate with Client on a Quarterly Action Plan with key outcomes for improving the Solution during the Engagement period. **Note —** For first time Solution implementation, Blackbaud will assist with the transition from initial setup and configuration to adoption and ongoing use of the Solution.
Outcome Tracks	Based on the Quarterly Action Plan, Blackbaud will collaborate with Client to define and select specific Deliverable tasks to support the following key outcome tracks: • Strategy and Planning • Constituent Engagement • Solution Fundraising • Data and Reporting Deliverables will be structured as small, medium, and large tasks. Each year during the Engagement period, Blackbaud and Client will collaborate on a combination of tasks to best achieve Client's identified key outcomes from their Quarterly Action Plan. Examples of Deliverables are listed in section 4.

3.1 Completion of Services

Deliverable Acceptance is described in the Blackbaud Consulting and Professional Services Terms document. After Acceptance, each Deliverable will be transitioned to Client and will no longer be within the control of Blackbaud Services. The Completion of Services date is the date when the final Deliverable is Accepted.

3.2 Support of Customizations

The standard Blackbaud Scope of Customer Support does not cover any Customization(s) addressed in this SOW. The Scope of Support for Blackbaud Solutions can be found at http://www.blackbaud.com/terms. Blackbaud will provide support for these Customization(s) after the Completion of Services date as follows:

3.2.1 PERIOD OF SUPPORT

1. Upon Completion of Services, Blackbaud will provide support of Customization Deliverables including troubleshooting and break-fix for a Period of 120 business days
2. Any Customizations delivered by Blackbaud and altered by Client or a third-party on behalf of the Client nullifies the Period
3. After the Period ends, Blackbaud will continue to provide troubleshooting of issues related to custom code to determine defects or errors within the Subscription. If Blackbaud determines that the issue resides within the custom code, resolution by Blackbaud requires a new SOW unless otherwise contracted by Client.
4. Any new functionality or added requirements to the Customization after Completion of Services and during the Period is not covered and requires a new SOW
5. Blackbaud does not guarantee that Customizations will work on installation of a Major Release. Troubleshooting and break-fix by Blackbaud require a new SOW.

4 BLACKBAUD ADVISORY+ SAMPLE DELIVERABLES BY CATEGORY

These Deliverables are sized according to the level of effort to plan and deliver them. Many of these can be scaled up or down depending on specific needs and goals. This list provides examples of the kinds of tasks this Engagement can include. Other Deliverables can also be included if mutually agreed upon by Blackbaud and Client.

4.1 Adoption and Organizational Change

Area	Description
Small Deliverables	
Change Management Orientation	Blackbaud will deliver a Change Management Orientation session related to a major change related to the Solution.
Digital Change Management Survey	Blackbaud will assess and benchmark Client's readiness for change using an electronic survey sent to key stakeholders.
Change Management Assessment	Blackbaud will supply an initial consultation to assess the severity of Change Management issues that impact an upcoming change related to the Solution.
Communication Plan Workshop and Template	Blackbaud will lead and support Client in effective communication in times of change related to the Solution.
Leading Change Workshop	Blackbaud will orient and prepare staff for dealing with and leading through change related to the Solution.
Annual Assessment	Blackbaud will work with Client to create an electronic survey to follow up on an organizational initiative related to the Solution.
Start/Stop/Continue Workshop	Blackbaud will facilitate a two-hour workshop session to support Client in planning for an upcoming or an ongoing change.
Custom Communication Plan	Blackbaud will work with Client to develop a communication plan tailored to specific staff and situation. This includes specific audience analysis, FAQs, and messaging strategies.

Persuasive Communication	Blackbaud will lead workshops to inform and cultivate better persuasive skills for Client's staff, especially leaders. This includes: • One orientation session • One working session for refinement or practice
Medium Deliverables	
Post-Go Live Assessment	Blackbaud will: • Assess adoption and sentiment about a recent change • Collaborate with Client to create a path for ongoing support
Audience Analysis for Change	Blackbaud will assess and identify different audiences and sentiments regarding change. This includes an eSurvey and 1:1 interviews.
Client-defined Change Management or Communication Skills Workshop	Blackbaud will work with Client on an identified challenge related to change management or communication skills. This is for change related to the Solution. Example topics include: • Gap analysis • Goal/vision alignment • Leadership change • Strategic planning • Conflict resolution, etc.
Monthly Lunch and Learn	Blackbaud will present and document new features and timely updates for lifecycle moments.

4.2 Integrations and Database Administration

Area	Description
Small Deliverables	
Blackbaud Award	In this strategy session, Blackbaud will discuss best practices related to this integration.

Management™ Integration	**Note —** This Service requires a subscription to Blackbaud Award Management.
API Strategy and Technical Advisory	Blackbaud will supply technical advisory consulting on strategy, requirements gathering, and options for Client's build of API customizations.
Import Modeling Scores	If data enrichment is done with outside analysis, Blackbaud can import updates into the Solution.
Medium Deliverables	
Code Review Workshop	Blackbaud will supply technical advisory consulting on Client's build of API customizations.
Reporting Support Workshop	Blackbaud will: • Identify requirements for reports and other outputs that would need to be generated by the Solution • Determine feasibility and estimate work effort • Develop and test custom reporting or outputs
Monthly Database Operations Review	In this working session, Blackbaud will review administrative tasks to identify opportunities to increase efficiency.
Large Deliverables	
Custom Report Creation	Blackbaud will: • Identify requirements for reports and other outputs that would need to be generated by the Solution and determine feasibility • Determine work effort • Develop and test custom reporting or outputs
Upgrade Support - Testing	Blackbaud will assist users or administrators in testing the Solution after an upgrade or service pack installation.

4.3 Business Optimization

Area	Description
Small Deliverables	
VSE Category Customization	Blackbaud will customize scripts to align VSE categories with the 2022 CASE requirements.
Update Procedure Documents/Manuals	Blackbaud will update Client's existing Policy and Procedure documentation for new hires and role changes or to reflect organization change related to the Solution.
Solution Security Review and Maintenance	Blackbaud will: • Create new roles • Audit existing roles and update, as needed
Duplicate Review	Blackbaud will: • Review Solution once per quarter for the term of this subscription for duplicate records • Make recommendations for managing duplicates
Code Table and Attribute Review	Blackbaud will: • Review Solution code tables and attributes once per year for the term of this subscription • Make suggestions for optimizing Solution, as appropriate
Opt-In/Opt-Out Strategy Session	Blackbaud will track opt-in and opt-out consent in compliance with privacy regulations.
Year-End Reporting	Blackbaud will: • Identify requirements for annual reports and other outputs that would need to be generated by the Solution and determine feasibility • Determine work effort • Develop and test custom reporting or outputs
Medium Deliverables	

Advanced Configuration Workshop	Blackbaud will supply up to three days of training on this topic.
Large Deliverables	
General Ledger Redesign	Blackbaud will conduct a General Ledger design session related to the Solution. **Note —** This does not include data conversion, Solution customization, or configuration.

4.4 Fundraising Optimization

Area	Description
Small/Medium Deliverables	
Acknowledgement Strategy Discussion	In this strategy session, Blackbaud will discuss best practices to acknowledge gifts.
Events Strategy Discussion	In this strategy session, Blackbaud will review best practices to decrease reliance on major gifts and endowment income with Events.
Marketing and Source Code Discussion	In this strategy session, Blackbaud will review best practices to effectively target donors with the right ask.
Membership Program Discussion	In this strategy session, Blackbaud will review best practices to decrease reliance on major gifts and endowment income with Membership Programs.
Planned Giving Discussion	In this strategy session, Blackbaud will review best practices to acquire and steward more major donors.
Prospect Management Discussion	In this strategy session, Blackbaud will review best practices to acquire and steward more major donors.

Receipting Strategies Discussion	In this strategy session, Blackbaud will review best practices to increase participation and contributions.
Recurring Gift Management Discussion	In this strategy session, Blackbaud will review best practices to convert one-time donors to sustainers.
Revenue Management Discussion	In this strategy session, Blackbaud will review best practices to increase participation and contributions.

4.5 Configuration and Administration

Area	Description
Small Deliverables	
User Audit	Blackbaud will configure Page and Data lists showing users logged in and previous login history.
Persona Review	Blackbaud will review Roles and Personas. This may be completed multiple times for different roles.
Annual Audit Support Workshop	Blackbaud will offer best practice guidance on how to prepare for and support annual audits.
Campaign Creation and Strategy	Blackbaud will review strategy and make best practice recommendations for a single campaign.
Medium Deliverables	
Organizational Change/Merger Assistance	Blackbaud will make recommendations on data strategy and import configuration for adding a new organization (such as a school, hospital, or location, etc.) to the existing Solution.

VSE Reporting for Educational Organizations	Blackbaud will: • Advise Client on how to comply with VSE reporting requirements using Constituent and Gift reports • Develop and deliver Constituent and Gift reports used for VSE reporting • As needed, Blackbaud will assist Client in formatting data to meet submission requirements

FIU | FLORIDA INTERNATIONAL UNIVERSITY

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: Blackbaud, Inc.: Raiser's Edge NXT upgrade to Blackbaud CRM for hosting donor and alumni records, donation history, and donor interactions. Also facilitates online giving, email marketing, event management, and AI agent.

Funding Source(s):

Fund Code	Fund Code Description
604	Transfers from Component Units - Activity
	1056660001

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 — Date: 8/20/26

DocuSigned by: 2DC9CD729AD24D4... — Date: 9/1/2026

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

Signed by: 4B9001A0A65A47C... — Date: 9/8/2026

Ryan M. Kelley, Acting General Counsel

Jeanette M. Nuñez, University President — Date: 9/9/26

FIU Board of Trustees

September 17, 2026

Subject: Master Subscription Agreement 01236189, Salesforce, Inc. - University-Wide Consolidation and Expansion of the Salesforce Platform

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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 September 18, 2025, 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 or to the next procurement delegations amount.

Background Information:

Salesforce Enterprise Agreement with Salesforce, Inc. Salesforce, Inc. provides the University's constituent relationship management, marketing automation, and business intelligence platforms under Master Subscription Agreement 01236189, executed March 25, 2021. Those services are delivered today through twenty-six active order forms with twenty-five different end dates, spanning nine separate Salesforce environments, or "orgs," three Tableau tenants, and one Marketing Cloud org, at a current annual cost of $1,084,936. The proposed five-year enterprise agreement (the "Enterprise Agreement") replaces that structure with a single agreement, consolidates the University's Salesforce environments into one enterprise Education Cloud org, expands the scope of licensed services and the number of licensed users, and establishes a single October 16 renewal date for the University's Salesforce subscriptions. This transaction requires Board of Trustees approval because its cost exceeds the University President's procurement delegation.

Description of services: The Enterprise Agreement is documented in fourteen order forms that must be executed and delivered together, with a close date of October 15, 2026. Thirteen order forms cover software subscriptions and begin October 16, 2026; the

fourteenth covers a Salesforce Program Architect engagement beginning October 19, 2026. The agreement provides 300 Agentforce Education licenses; 600 Education Cloud Unlimited Edition licenses for administrators and power users; 1,150 limited-access licenses for faculty and instructional staff; 73,000 community member licenses for students and recent graduates; 35,000 monthly community logins for prospective applicants; Marketing Cloud Next for unified marketing across all colleges and units; a Tableau Cloud environment replacing the University's on-premises Tableau servers; and an enterprise security, backup, and support layer consisting of Salesforce Shield; Data Mask; Backup, Restore and Archive; and Signature Success.

The consolidation and expansion are necessary for the following reasons:

a. The University's Salesforce footprint has grown unit by unit rather than as an enterprise platform. Twenty-six order forms, twenty-five renewal dates, nine orgs, and three Tableau tenants produce duplicate constituent records, inconsistent data governance, and administrative overhead that no single agreement or renewal cycle governs. Under the Enterprise Agreement the University's ongoing environments are the new Education Cloud org and the Human Resources org, which remains separate for compliance and privacy reasons, together with one Tableau Cloud environment and one Marketing Cloud org. The remaining orgs are carried at nominal or no cost for two years as restricted-use migration environments and will sunset at the end of that period; the transition path for individual units, including the Wolfsonian and the Office of the Controller, will be settled during migration.

b. The agreement expands both the scope of licensed services and the licensed user population. FIU holds approximately 725 licenses across its current Salesforce environments, excluding Human Resources, the Wolfsonian, and the Office of the Controller. The Enterprise Agreement provides 2,050 licenses: 900 full licenses, roughly 175 more than are assigned today, which lets colleges without access participate in a centralized recruiting process, and 1,150 limited-access licenses for faculty and instructional staff, a population with no access at present. The agreement also adds capability the current environment does not license at all, including agentic artificial intelligence for admissions, advising, and enrollment; unified marketing across the colleges and units; and a hosted Tableau Cloud environment with 27 creator and 70 explorer licenses and a capacity-based viewer block.

c. The Enterprise Agreement adds an enterprise security, backup, and compliance layer that the current order forms do not include: Salesforce Shield for encryption, event monitoring, and audit trail; Data Mask; and Salesforce Backup, Restore and

Archive across the student and advancement environments. It also moves the University to Signature Success, which adds a dedicated Customer Success Manager, proactive monitoring, and priority access to technical experts.

d. The commercial terms are materially better than those available to the University on a transactional basis. Salesforce is extending an 84% discount across the entire contract, deeper than FIU's standing 25% education pricing. Pricing is protected for the full five-year term, eliminating the approximately 9% annual uplift built into the current order forms. Salesforce estimates $451,079 in credits from the terminated order forms will be applied against the first year if the fourteen new order forms are executed by the October 15, 2026 close date. A two-year dual-license entitlement, which Salesforce values at $1.98 million, keeps the legacy orgs and the on-premises Tableau environment live at nominal or no cost while the University migrates.

e. Carahsoft and E&I Cooperative Services resell the same publisher's subscriptions rather than offering an alternative source. The Chief Procurement Officer reviewed the order forms against reseller pricing under the OMNIA Partners cooperative contract (R240303) and through E&I, and determined on September 8, 2026, that direct execution with Salesforce is the lowest-cost contracting approach available to the University.

Implementation and governance: The University will establish an enterprise governance structure for constituent experience, analytics, student communications, and student-facing artificial intelligence, with defined decision rights, common data definitions, and a single intake process. Systems integration services are not part of this transaction and will be procured separately.

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: Master Subscription Agreement 01236189, executed March 25, 2021, has no expiration.
  - Subscriptions: October 16, 2026 – October 15, 2031 $11,196,254
  - Migration: October 16, 2026 – October 15, 2028 $414,809
  - Services: October 19, 2026 – October 18, 2027 $550,800
  - Total: **$12,161,863**

- Enterprise Agreement Cost: $12,161,863 over five years: $11,196,254 across the two five-year order forms covering the new Education Cloud org and the Human Resources org; $414,809 across the eleven two-year migration order forms, eight of which are priced at $0; and a one-time, non-recurring $550,800 Salesforce Program Architect engagement in Year 1 (Q-12107165). Annual subscription cost across all thirteen software order forms is $2,336,467 in Years 1 and 2 and $2,312,710 in Years 3 through 5. Estimated credits of $451,079 will be applied against Year 1, reducing the net five-year cost to $11,710,784. Amounts are stated in whole dollars.

- Current Cost and Incremental Impact: Current annual spend across the twenty-six order forms is $1,084,936; Salesforce projects FY 2026–27 spend on the existing structure at $1,182,580, reflecting the approximately 9% renewal uplift in the current order forms. As quoted, on annual billing, the FY 2026–27 requirement is $2,436,188 — Year 1 subscriptions of $2,336,467 plus the $550,800 Program Architect engagement, less $451,079 in credits — an increase of $1,253,608 over continuing the existing order forms. Salesforce has offered a nine-month first invoice that would defer approximately $584,117 into FY 2027–28 rather than reduce cost; the order forms as quoted provide for annual billing.

- Total Estimated Cost: $12,161,863 for the Enterprise Agreement over its five-year term, or $11,710,784 net of estimated credits.

- Funding Source: The non-recurring $550,800 Program Architect engagement will be funded from Education and General carryforward and is included in the 2026-27 Education and General Carryforward Spending Plan presented as Agenda Item FF1 (line item 16, Implementation of Salesforce software). The recurring subscription cost will be funded from a combination of Education and General funds and Auxiliary overhead through the shared services fee, with the budget currently supporting the individual departmental Salesforce instances redirected from the units to central as those environments consolidate.

Consolidating twenty-six separately negotiated order forms into a single five-year Enterprise Agreement protects pricing for the full term and adds the security, backup, and support infrastructure an institution of FIU's scale requires. Approval proceeds on a competitively exempt basis authorized by Board of Governors regulation and is a prudent investment in the University's constituent data infrastructure.

Supporting Documentation:	Contract Summary Sheet Salesforce Order Forms (14) Funding Certification Form
Facilitator/Presenter:	David H. Snider

Salesforce Enterprise Agreement for Florida International University
Fourteen Order Forms under Master Subscription Agreement 01236189

Supplier
Salesforce, Inc.
Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105

Supplier Contact
Sarah Linden, Regional Vice President, Higher Education — Southeast
Ph: 470-606-0282
slinden@salesforce.com

Master Agreement
Master Subscription Agreement 01236189, executed March 25, 2021 — no expiration

Term
Enterprise subscriptions (2 order forms): October 16, 2026 – October 15, 2031
Migration environments (11 order forms): October 16, 2026 – October 15, 2028
Program Architect services (1 order form): October 19, 2026 – October 18, 2027
Subscriptions do not automatically renew and terminate on the applicable order end date unless a new order form is executed. The order forms are co-requisite and must be executed and delivered together, with a close date of October 15, 2026.

General Scope of Work
Consolidation of the University's Salesforce environments — twenty-six active order forms, nine Salesforce orgs, three Tableau tenants, and one Marketing Cloud org — into a single enterprise Education Cloud org with a single October 16 renewal date, together with an expansion of licensed scope, services, and users. Includes 300 Agentforce Education licenses; 600 Education Cloud Unlimited Edition licenses; 1,150 Limited Staff Access licenses; 73,000 Customer Community members and 35,000 monthly Customer Community logins; Marketing Cloud Engagement+ Enterprise Plus (Marketing Cloud Next); a hosted Tableau Cloud environment (27 creators, 70 explorers, capacity-based viewers) replacing on-premises Tableau servers; Salesforce Shield, Data Mask, and Backup, Restore and Archive; Data 360 Starter; Private Connect (AWS); and Signature Success support across all environments. The Human Resources org remains separate for compliance and privacy reasons; the remaining orgs are restricted-use migration environments that sunset after two years. A two-year dual-license entitlement valued at $1.98M keeps legacy orgs and the Tableau Server environment live during migration.

Pricing
Enterprise subscriptions, five-year term (2 order forms): $11,196,254.50
Migration environments, two-year term (11 order forms): $414,808.86
Program Architect services, Year 1, non-recurring (Q-12107165): $550,800.00

Total contract value: $12,161,863.36

Less estimated contract credits applied at execution: ($451,078.73)

Net total: $11,710,784.63

Annual software cost: $2,336,467.11 (Years 1 and 2); $2,312,709.72 (Years 3 through 5). No annual escalation. Current annual spend across the twenty-six order forms being replaced is $1,084,936.

Order Forms (Quotes)

Description	Quote Number	Total
New Education Cloud Org, Marketing Cloud, Tableau Cloud	Q-12100125	$11,166,185.50
FIU Enrollment (EMS CRM)	Q-12109579	$390,548.76
FIU Human Resources	Q-12099240	$30,069.00
FIU Enrollment (Marketing Cloud)	Q-12109845	$15,641.70
FIU Online (CRM)	Q-12097436	$8,618.40
Florida International University Controller	Q-12095915	$0.00
FIU Office of Research and Economic Development	Q-12095948	$0.00
FIU Government Relations	Q-12098155	$0.00
Wolfsonian FIU	Q-12098896	$0.00
FIU College of Business (Partner Community)	Q-12099034	$0.00
FIU College of Business (Marketing)	Q-12099170	$0.00
FIU Center for New Leadership	Q-12098950	$0.00
Tableau Server Environment	Q-12098582	$0.00
Services — Salesforce Program Architect (non-recurring)	Q-12107165	$550,800.00
Total		$12,161,863.36

The eleven two-year order forms are restricted-use migration environments — eight at no cost and three at sharply reduced cost. None can be renewed at that pricing and all sunset after two years.

Insurance Requirement

N/A — subscription services governed by Master Subscription Agreement 01236189.

Termination and Notable Terms

a) No automatic renewal. Subscriptions terminate on the applicable order end date unless the University executes a new order form on or before that date. Architect services require at least 90 days' notice of intent to renew and a new order form.

b) Co-requisite execution. Each of the thirteen software order forms may be rejected by Salesforce if it is not delivered contemporaneously with the other fully executed co-requisite order forms.

c) Credits. Salesforce estimates approximately $451,079 in credits from the terminated order forms, conditioned on signature by the October 15, 2026 close date. The order forms state each credit as an estimate to be determined when issued, and credits are first applied to any outstanding balances under the terminated order forms.

d) Multi-year funding confirmation. By signing an order form with a term greater than twelve months, the University confirms that the ordered services are fully funded for the entire order term and that funding beyond the initial twelve-month period is approved and secured.

e) Swap rights. Once during each twelve-month period the University may replace subscriptions with subscriptions for a different service of equal or greater value, up to 10% of the total annual subscription fees. Usage-based services, professional services, Tableau services, and certain other services are excluded.

f) Restricted-use subscriptions. The 1,150 Education Cloud Limited Staff Access licenses, the Tableau Server environment, the Marketing Cloud EMS environment, and the $0 migration orgs are restricted-use. The University must segregate them under a uniquely named profile and enforce the use restrictions; Salesforce may audit and charge the difference to list price for unauthorized use.

g) Overage. The University will not be billed beyond pre-purchased quantities without executing a new order form.

h) Governing terms. Each order form is governed by the Master Subscription Agreement and the Supplemental Terms for Eligible Nonprofits and Educational Institutions.

Department Contact Information

Department: Office of the Provost — Academic Affairs and Student Success
Name: Bridgette Cram, Ph.D.
Phone: (305) 348-2151
Email: bcram@fiu.edu

Purchasing Contact

Name: Yakov Pinas Zade
Phone: (305) 348-4320
Email: ypinasza@fiu.edu

Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Florida International University Center for Leadership New
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12098950

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: Florida International University Center for Leadership New
Billing Contact Name: Kristyn Wilczek
Billing Email Address: kristyn.wilczek@fiu.edu

Billing Phone: (305) 348-2000
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Service Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 0.00	4	USD 0.00	USD 0.00	USD 0.00
								Pre-tax Subtotal: USD 0.00
								Estimated Tax: USD 0.00
								Total:USD 0.00

*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

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Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Service Cloud - Unlimited Edition	USD 0.00	4+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

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This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12097436, 12098155, 12098896, 12099034, 12099170, 12099240, 12098582, 12107165.

Service Cloud - Unlimited Edition, Signature Success - Salesforce Platform subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05711281, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05711281, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

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Product Special Terms

Signature Success

The Signature Success (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D3h000003xw7ZEAQ	Signature Success - Salesforce Platform	1
		Service Cloud - Unlimited Edition	4

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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DRAFT

Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Florida International University Board of Trustees
Offer Valid Through: 10/15/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12099170

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: Florida International University Board of Trustees
Billing Contact Name: Maria Sierra- BC MAIN
Billing Email Address: sierram@fiu.edu

Billing Phone: +1.305.348.2494
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Signature Success - Marketing Cloud Account Engagement	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Premier Success Plan - Marketing Cloud Account Engagement	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Marketing Cloud Account Engagement - Advanced	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Force.com - Unlimited Edition (Administrator) - Cross Product	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
MC Account Engagement - Advanced - Additional Contacts (10,000)	10/16/2026	10/15/2028	24	USD 0.00	34	USD 0.00	USD 0.00	USD 0.00
							Pre-tax Subtotal:	USD 0.00
							Estimated Tax:	USD 0.00
							Total:	USD 0.00

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Marketing Cloud Account Engagement - Advanced	USD 0.00	1+
Force.com - Unlimited Edition (Administrator) - Cross Product	USD 0.00	1+
MC Account Engagement - Advanced - Additional Contacts (10,000)	USD 0.00	34+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

DRAFT

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12097436, 12098155, 12098896, 12098950, 12099034, 12099240, 12098582, 12107165.

Marketing Cloud Account Engagement - Advanced, MC Account Engagement - Advanced - Additional Contacts (10,000), Signature Success - MC Account Engagement subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $36,471.60 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 03837323, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 03837323, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Product Special Terms

Signature Success - Marketing Cloud Account Engagement

The Signature Success - Marketing Cloud Account Engagement (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D5Y0000024V3pUAE	Signature Success - Marketing Cloud Account Engagement	1
		Premier Success Plan - Marketing Cloud Account Engagement	1
		Marketing Cloud Account Engagement - Advanced	1
		Force.com - Unlimited Edition (Administrator) - Cross Product	1
		MC Account Engagement - Advanced - Additional Contacts (10,000)	34

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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DRAFT



Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Florida International University Board of Trustees
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12099034

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: Florida International University Board of Trustees
Billing Contact Name: Maria Sierra- BC MAIN
Billing Email Address: sierram@fiu.edu

Billing Phone: +1.305.348.2494
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Service Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 0.00	140	USD 0.00	USD 0.00	USD 0.00
Partner Community - Unlimited Edition - Members	10/16/2026	10/15/2028	24	USD 0.00	20	USD 0.00	USD 0.00	USD 0.00
								Pre-tax Subtotal: USD 0.00
								Estimated Tax: USD 0.00
								Total:USD 0.00

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Partner Community - Unlimited Edition - Members	USD 0.00	20+
Service Cloud - Unlimited Edition	USD 0.00	140+

The pricing in the Pricing Schedule above (“Pricing Schedule”) reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. “Aggregate Total Number” as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term “Restricted Use” in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

DRAFT

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12097436, 12098155, 12098896, 12098950, 12099170, 12099240, 12098582, 12107165.

Partner Community - Unlimited Edition - Members, Service Cloud - Unlimited Edition, Signature Success subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $50,121.50 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 03837306, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 03837306, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Product Special Terms

Signature Success

The Signature Success (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

DRAFT

Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D5Y0000024V3pUAE	Signature Success - Salesforce Platform	1
		Service Cloud - Unlimited Edition	140
		Partner Community - Unlimited Edition - Members	20

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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DRAFT

Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Florida International University Controller
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12095915

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: Florida International University Controller
Billing Contact Name: Linda Champagne
Billing Email Address: plchampa@fiu.edu

Billing Phone: (305) 348-1324
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Service Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 0.00	17	USD 0.00	USD 0.00	USD 0.00
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
							Pre-tax Subtotal:	USD 0.00
							Estimated Tax:	USD 0.00
							Total:	USD 0.00

*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

DRAFT

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Service Cloud - Unlimited Edition	USD 0.00	17+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

DRAFT

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) Q-12095948, Q-12109845, Q-12109579, Q-12100125, Q-12097436, Q-12098155, Q-12098896, Q-12098950, Q-12099034, Q-12099170, Q-12099240, Q-12098582, Q-12107165.

Service Cloud - Unlimited Edition, Signature Success - Salesforce Platform (MC) subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $10,368.30 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05669993, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05669993, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Product Special Terms

Signature Success

The Signature Success (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D3h000003xswbEAA	Service Cloud - Unlimited Edition	17
		Signature Success - Salesforce Platform	1

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for The Florida International University Board of Trustees
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12109579

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: The Florida International University Board of Trustees
Billing Contact Name: Dolores Medina
Billing Email Address: dmedina@fiu.edu

Billing Phone: (305) 348-7323
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Data Storage (10GB)	10/16/2026	10/15/2028	24	USD 179.55	4	USD 17,236.80	USD 0.00	USD 17,236.80
Education Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 44.83	314	USD 337,838.88	USD 0.00	USD 337,838.88
Salesforce Shield	10/16/2026	10/15/2028	24	USD 1,478.05	1	USD 35,473.08	USD 0.00	USD 35,473.08
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
								Pre-tax Subtotal: USD 390,548.76
								Estimated Tax: USD 0.00
								Total:USD 390,548.76

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Derived Price Products

DPP Product	Start Date	End Date	TIG/TI	Applicable Fee %
Salesforce Shield	10/16/2026	10/15/2028	00DF00000005qydMAA	10.50%

Annual Pricing Summary

Fees	Aggregate Price #
10/16/2026 - 10/15/2027	USD 195,274.38
10/16/2027 - 10/15/2028	USD 195,274.38
	Total: USD 390,548.76

The Annual Pricing Summary is provided for informational purposes only and is not a payment schedule. Please refer to the Terms and Conditions section of this Order Form for payment-related information.

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Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Data Storage (10GB)	USD 179.55	4+
Education Cloud - Unlimited Edition	USD 44.83	314+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

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This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12100125, 12097436, 12098155, 12098896, 12098950, 12099034, 12099170, 12099240, 12098582, 12107165.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $118,583.02 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05546953, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05546953, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

No more than once during each 12-month period of the Order Term of this Order Form, Customer may replace some or all of the subscriptions purchased hereunder (“Replaced Subscriptions”) with subscriptions for a different Service purchased hereunder (“New Subscriptions”), provided: (1) Customer executes a new Order Form reflecting the New Subscriptions; (2) the total monthly contract value and the total contract value of the New Subscriptions are the same as or greater than that of the Replaced Subscriptions; (3) the Order End Date of the New Subscriptions is the same as the latest Order End Date set forth in this Order Form; and (4) the aggregate annualized value of all Replaced Subscriptions during the Order Term of this Order Form, as calculated using the applicable Monthly/Unit Price in the Services table above, does not exceed 10% of the total annual subscription fees payable under this Order Form as of the effective date of each Order Form for New Subscriptions. For the avoidance of doubt, in no event shall Replaced Subscriptions or New Subscriptions include any of the following: usage-based Services (e.g., MC Super Messages); professional services or other resource-based services (e.g., retained/program architect Services); beta or non-GA Services (or Services that become GA during the Order Term); training Services; Dreamforce and other conference passes; MuleSoft Services; Tableau Services; or Services for which Salesforce owes a royalty to third parties (e.g., Google Analytics 360).

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Product Special Terms

Salesforce Shield

In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: https://sfdc.co/install-datadetect.

Signature Success

The Signature Success ("Signature Success") subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

Derived Price Product

Customer shall pay the applicable Derived Price Product (DPP) fees calculated as a percentage of the total fees payable (excluding taxes) for all Contributing Products purchased by the Customer during the subscription term, including any Usage fees payable with respect to such Contributing Products. The list of Derived Price Products and Contributing Products is available at https://www.salesforce.com/en-us/wp-content/uploads/sites/4/documents/platform/Agentforce-360-Platform-DPP-Products.pdf, as updated from time to time as new products become available.

Salesforce Inbox

In order to use Salesforce Inbox, it must first be activated by the Customer's system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00DF00000005qydMAA	Data Storage (10GB)	4
		Education Cloud - Unlimited Edition	314
		Salesforce Shield	1
		Signature Success - Salesforce Platform	1

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for The Florida International University Board of Trustees
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12109845

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: The Florida International University Board of Trustees
Billing Contact Name: Dolores Medina
Billing Email Address: dmedina@fiu.edu

Billing Phone: (305) 348-7323
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Additional Contacts - Corporate Edition (1,000)	10/16/2026	10/15/2028	24	USD 0.00	670	USD 0.00	USD 0.00	USD 0.00
Marketing Cloud Engagement - Corporate Edition	10/16/2026	10/15/2028	24	USD 518.00	1	USD 12,432.00	USD 0.00	USD 12,432.00
Premier Success Plan - Marketing Cloud Engagement	10/16/2026	10/15/2028	24	USD 99.42	1	USD 2,386.02	USD 0.00	USD 2,386.02
Sender Authentication Package	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
SSL Certificate	10/16/2026	10/15/2028	24	USD 8.58	4	USD 823.68	USD 0.00	USD 823.68
Signature Success - Marketing Cloud Engagement	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
								Pre-tax Subtotal: USD 15,641.70
								Estimated Tax: USD 0.00
								Total:USD 15,641.70

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Annual Pricing Summary

Fees	Aggregate Price #
10/16/2026 - 10/15/2027	USD 7,820.85
10/16/2027 - 10/15/2028	USD 7,820.85
	Total: USD 15,641.70

The Annual Pricing Summary is provided for informational purposes only and is not a payment schedule. Please refer to the Terms and Conditions section of this Order Form for payment-related information.

Usage Details

By Account

Usage Type	Start Date	End Date	Pre-purchased Quantity	Pre-committed Quantity	Usage Rate	Billing Model
Super Messages - excluding SMS/MMS	10/16/2026	10/15/2028	20,000,000	0	USD 0.00080000	Monthly in arrears
SMS/MMS Mobile Messages	10/16/2026	10/15/2028	2,000	0	USD 0.00250000	Monthly in arrears

By Tenant ID

Usage Type	Start Date	End Date	Tenant ID	Pre-purchased Quantity	Pre-committed Quantity	Usage Rate	Billing Model
Corporate Edition Contacts	10/16/2026	10/15/2028	100007504	715,000	0	USD 0.00039984	Monthly in arrears

Monthly in arrears billing commences: (a) upon Customer exceeding its available Pre-purchased Quantity prior to the applicable Order End Date; or (b) after the Order Start Date where the Pre-committed Quantity is greater than 0, and, a short-fall invoice will issue at the applicable Usage Rate if Customer does not use its full Pre-committed Quantity by the applicable Order End Date.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Additional Contacts - Corporate Edition (1,000)	USD 0.00	670+
Marketing Cloud Engagement - Corporate Edition	USD 518.00	1+
SSL Certificate	USD 8.58	4+
Sender Authentication Package	USD 0.00	1+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

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Additional Contacts - Corporate Edition (1,000), Sender Authentication Package, Signature Success - MC Engagement subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109579, 12100125, 12097436, 12098155, 12098896, 12098950, 12099034, 12099170, 12099240, 12098582, 12107165.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $47,836.78 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05529510, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05529510, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

DRAFT

Product Special Terms

NOTICE - Contacts

Overage fees will be billed monthly, in arrears, for each month that Customer exceeds its then-current volume.

NOTICE - Usage Billing

Usage fees are billable in accordance with the Usage Details Table for each Usage Type.

SMS/MMS Mobile Messages

A detailed description of SMS/MMS Mobile Messages and how they may be used, including the corresponding multipliers by market, can be found at https://sfdc.co/mc-multipliers. The following terms apply to this product: NOTICE - Overage Billing. For Customers with Contract Start Dates beginning on or after September 1, 2022: Multipliers are subject to change upwards or downwards at any time, notwithstanding anything to the contrary in the Main Services Agreement. SFDC will provide Customer with at least 30 days' notice of any increase in multipliers, and any such increase will not apply until after the expiration of the applicable notice period.

Super Messages - Excluding SMS/MMS

A detailed description of Super Messages - excluding SMS/MMS, and how they may be used, can be found at https://sfdc.co/mc-multipliers.

SSL Certificate

Customer understands that SSL Certificate cannot be provisioned until Sender Authentication Package (SAP) provisioning is complete. Customer shall work with SFDC and provide timely cooperation to complete the SAP provisioning, and understands that SSL Certificate provisioning may take up to 4 weeks after SAP is provisioned.

Signature Success - Marketing Cloud Engagement

The Signature Success - Marketing Cloud Engagement ("Signature Success") subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

Notice - Mobile Messaging

Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of SMS, MMS, and/or RCS messaging (as applicable) or Customer Data sent via such messaging. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE. Note: Opt-out mechanisms vary by messaging channel and are described in the Documentation. For SMS and MMS, only first instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word) will stop recipients from receiving messages.

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Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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DRAFT

Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for FIU: Government Relations (New Org)
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12098155

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: FIU: Government Relations (New Org)
Billing Contact Name: Carlos Becerra
Billing Email Address: cabecerr@fiu.edu

Billing Phone: 202-558-3481
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Sales & Service Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 0.00	5	USD 0.00	USD 0.00	USD 0.00
							Pre-tax Subtotal:	USD 0.00
							Estimated Tax:	USD 0.00
							Total:	USD 0.00

*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Sales & Service Cloud - Unlimited Edition	USD 0.00	5+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

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This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12097436, 12098896, 12098950, 12099034, 12099170, 12099240, 12098582, 12107165.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

Sales & Service Cloud - Unlimited Edition, Signature Success - Salesforce Platform subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $570.00 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 03299622, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 03299622, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Product Special Terms

Signature Success

The Signature Success (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

Salesforce Inbox

In order to use Salesforce Inbox, it must first be activated by the Customer’s system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D1U000000CnPrUAK	Signature Success - Salesforce Platform	1
		Sales & Service Cloud - Unlimited Edition	5

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for The Florida International University Board of Trustees
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12099240

ORDER FORM

Address Information

Bill To:
Univ Park
Miami
FL, 33199-0001
US - United States

Ship To:
Univ Park
Miami
FL, 33199-0001
US - United States

Billing Company Name: The Florida International University Board of Trustees
Billing Contact Name: Jackie Barba
Billing Email Address: rodrigja@fiu.edu

Billing Phone: .
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2031
Billing Frequency: Annual

Payment Method: Credit Card
Payment Terms: Due upon Receipt
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Salesforce Shield	10/16/2026	10/15/2031	60	USD 40.95	1	USD 2,457.00	USD 0.00	USD 2,457.00
Signature Success - Salesforce Platform	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Premier Success Plan - Salesforce Platform	10/16/2026	10/15/2031	60	USD 70.20	1	USD 4,212.00	USD 0.00	USD 4,212.00
Sales & Service Cloud - Enterprise Edition	10/16/2026	10/15/2028	24	USD 30.00	10	USD 7,200.00	USD 0.00	USD 7,200.00
Sales & Service Cloud - Enterprise Edition	10/16/2028	10/15/2031	36	USD 30.00	15	USD 16,200.00	USD 0.00	USD 16,200.00
								Pre-tax Subtotal: USD 30,069.00
								Estimated Tax: USD 0.00
								Total:USD 30,069.00

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Derived Price Products

DPP Product	Start Date	End Date	TIG/TI	Applicable Fee %
Salesforce Shield	10/16/2026	10/15/2031	00D70000000J6kQEAS	10.50%

Annual Pricing Summary

Fees	Aggregate Price #
10/16/2026 - 10/15/2027	USD 4,933.80
10/16/2027 - 10/15/2028	USD 4,933.80
10/16/2028 - 10/15/2029	USD 6,733.80
10/16/2029 - 10/15/2030	USD 6,733.80
10/16/2030 - 10/15/2031	USD 6,733.80
	Total: USD 30,069.00

The Annual Pricing Summary is provided for informational purposes only and is not a payment schedule. Please refer to the Terms and Conditions section of this Order Form for payment-related information.

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Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Sales & Service Cloud - Enterprise Edition	USD 30.00	15+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

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This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12097436, 12098155, 12098896, 12098950, 12099034, 12099170, 12098582, 12107165.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $649.50 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05504351, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05504351, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

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Product Special Terms

Salesforce Shield

In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: https://sfdc.co/install-datadetect.

Derived Price Product

Customer shall pay the applicable Derived Price Product (DPP) fees calculated as a percentage of the total fees payable (excluding taxes) for all Contributing Products purchased by the Customer during the subscription term, including any Usage fees payable with respect to such Contributing Products. The list of Derived Price Products and Contributing Products is available at https://www.salesforce.com/en-us/wp-content/uploads/sites/4/documents/platform/Agentforce-360-Platform-DPP-Products.pdf, as updated from time to time as new products become available.

Signature Success

The Signature Success ("Signature Success") subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D70000000J6kQEAS	Salesforce Shield	1
		Signature Success - Salesforce Platform	1
		Premier Success Plan - Salesforce Platform	1
		Sales & Service Cloud - Enterprise Edition	10
		Sales & Service Cloud - Enterprise Edition	15

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Florida International University - EDUCATION ORG
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12100125

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199
US - United States

Billing Company Name: Florida International University - EDUCATION ORG
Billing Contact Name: Bridgette Cram
Billing Email Address: bcram@fiu.edu

Billing Phone: (305) 348-2151
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2031
Billing Frequency: Annual
True-Up Schedule: Calendar Annually

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Education Cloud - Service - Agentforce 1 Edition	10/16/2026	10/15/2031	60	USD 136.80	300	USD 2,462,400.00	USD 0.00	USD 2,462,400.00
Flex - Entitlements - Agentforce 1 Edition	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Service Provisioning for Agentforce 1 Edition	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Slack Provisioning - Agentforce 1 Edition/Einstein 1 Edition	10/16/2026	10/15/2031	60	USD 0.00	300	USD 0.00	USD 0.00	USD 0.00
Education Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 44.83	286	USD 307,713.12	USD 0.00	USD 307,713.12
Salesforce Shield	10/16/2026	10/15/2031	60	USD 11,175.19	1	USD 670,511.22	USD 0.00	USD 670,511.22
Salesforce Data Mask	10/16/2026	10/15/2031	60	USD 3,725.06	1	USD 223,503.74	USD 0.00	USD 223,503.74
Education Cloud Limited Staff Access - Unlimited Edition	10/16/2026	10/15/2031	60	USD 7.00	1,150	USD 483,000.00	USD 0.00	USD 483,000.00

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Customer Community Plus for Education Cloud - UE - Members	10/16/2026	10/15/2031	60	USD 0.28	73,000	USD 1,226,400.00	USD 0.00	USD 1,226,400.00
Customer Community Plus for Education Cloud - UE - Logins (Per Month)	10/16/2026	10/15/2031	60	USD 0.13	35,000	USD 273,000.00	USD 0.00	USD 273,000.00
Salesforce Archive - Data (1 GB)	10/16/2026	10/15/2031	60	USD 5.56	40	USD 13,344.00	USD 0.00	USD 13,344.00
Salesforce Archive - Files (1 GB)	10/16/2026	10/15/2031	60	USD 0.60	40	USD 1,440.00	USD 0.00	USD 1,440.00
Salesforce Backup & Recover - Data (1 GB)	10/16/2026	10/15/2031	60	USD 5.25	40	USD 12,600.00	USD 0.00	USD 12,600.00
Salesforce Backup & Recover - Files (1 GB)	10/16/2026	10/15/2031	60	USD 0.70	40	USD 1,680.00	USD 0.00	USD 1,680.00
Microsoft Teams Integration	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Data 360 Starter - Unlimited Edition	10/16/2026	10/15/2031	60	USD 3,500.00	1	USD 210,000.00	USD 0.00	USD 210,000.00
Flex Credit Provisioning - Agentforce 1 Edition	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Tableau Cloud - Cloud Plus Creator	10/16/2026	10/15/2031	60	USD 43.78	27	USD 70,923.60	USD 0.00	USD 70,923.60
Tableau Cloud - Cloud Plus Explorer	10/16/2026	10/15/2031	60	USD 27.36	70	USD 114,912.00	USD 0.00	USD 114,912.00
Tableau Cloud - Cloud Plus Capacity-based Viewer Block	10/16/2026	10/15/2031	60	USD 15,390.00	1	USD 923,400.00	USD 0.00	USD 923,400.00
Tableau Cloud - Creator Provisioning	10/16/2026	10/15/2031	60	USD 0.00	2	USD 0.00	USD 0.00	USD 0.00
Signature Success - Tableau	10/16/2026	10/15/2031	60	USD 4,436.94	1	USD 266,216.54	USD 0.00	USD 266,216.54
Signature Success - Salesforce Platform (MC)	10/16/2026	10/15/2031	60	USD 26,666.00	1	USD 1,599,960.00	USD 0.00	USD 1,599,960.00
Private Connect for Flex & Data Service Credits	10/16/2026	10/15/2031	60	USD 393.88	1	USD 23,632.50	USD 0.00	USD 23,632.50
Marketing Cloud Engagement+ Enterprise Plus Edition - UE	10/16/2026	10/15/2031	60	USD 5,083.00	1	USD 304,980.00	USD 0.00	USD 304,980.00
Additional Contacts - Enterprise Plus Edition (1,000)	10/16/2026	10/15/2031	60	USD 0.49	1,000	USD 29,400.00	USD 0.00	USD 29,400.00
Signature Success - Marketing Cloud Engagement	10/16/2026	10/15/2031	60	USD 8,750.00	1	USD 525,000.00	USD 0.00	USD 525,000.00
Private Domain	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Salesforce SMS Short Code Lease - Rate Group A	10/16/2026	10/15/2031	60	USD 125.00	1	USD 7,500.00	USD 0.00	USD 7,500.00
Salesforce Message Credits - SMS for Marketing (1,000)	10/16/2026	10/15/2031		USD 0.90	4,000	USD 3,600.00	USD 0.00	USD 3,600.00
Salesforce SMS Short Code Lease - Rate Group B	10/16/2026	10/15/2031	60	USD 600.00	1	USD 36,000.00	USD 0.00	USD 36,000.00
Force.com - Unlimited Edition (Administrator) - Cross Product	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Customer Data Cloud for Marketing - Ad Audiences	10/16/2026	10/15/2031	60	USD 26.00	5	USD 7,800.00	USD 0.00	USD 7,800.00

Marketing Cloud - Business Unit - Unlimited Edition	10/16/2026	10/15/2031	60	USD 500.00	5	USD 150,000.00	USD 0.00	USD 150,000.00
SSL Certificate	10/16/2026	10/15/2031	60	USD 8.58	20	USD 10,296.00	USD 0.00	USD 10,296.00
Marketing Cloud Shield	10/16/2026	10/15/2031	60	USD 603.18	1	USD 36,190.98	USD 0.00	USD 36,190.98
Salesforce Foundations	10/16/2026	10/15/2031	60	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Salesforce Foundations - Entitlements - Flex Credits	10/16/2026	10/15/2031		USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Data Storage (10GB)	10/16/2026	10/15/2028	24	USD 179.55	7	USD 30,164.40	USD 0.00	USD 30,164.40
Tableau Cloud/Next - Tableau Plus Creator - Unlimited Edition	10/16/2026	10/15/2031	60	USD 112.50	3	USD 20,250.00	USD 0.00	USD 20,250.00
Tableau Cloud/Next - Tableau Plus Explorer - Unlimited Edition	10/16/2026	10/15/2031	60	USD 67.50	2	USD 8,100.00	USD 0.00	USD 8,100.00
Flex Credit Provisioning - Tableau Plus	10/16/2026	10/15/2031		USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Tableau Cloud/Next - Tableau Plus Viewer - Unlimited Edition	10/16/2026	10/15/2031	60	USD 33.75	12	USD 24,300.00	USD 0.00	USD 24,300.00
Agentforce 360 Platform - Developer and Admin Tools - Unlimited Edition	10/16/2026	10/15/2031	60	USD 102.50	3	USD 18,450.00	USD 0.00	USD 18,450.00
Salesforce Private Connect - AWS	10/16/2026	10/15/2031	60	USD 286.00	1	USD 17,160.00	USD 0.00	USD 17,160.00
Education Cloud - Unlimited Edition	10/16/2028	10/15/2031	36	USD 44.83	600	USD 968,328.00	USD 0.00	USD 968,328.00
Data Storage (10GB)	10/16/2028	10/15/2031	36	USD 179.55	13	USD 84,029.40	USD 0.00	USD 84,029.40
								Pre-tax Subtotal: USD 11,166,185.50
								Estimated Tax: USD 0.00
								Total:USD 11,166,185.50

*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Derived Price Products

DPP Product	Start Date	End Date	TIG/TI	Applicable Fee %
Salesforce Shield	10/16/2026	10/15/2031	00DHu000001A82mMAC	10.50%
Salesforce Data Mask	10/16/2026	10/15/2031	00DHu000001A82mMAC	3.50%

Annual Pricing Summary

Fees	Aggregate Price #
10/16/2026 - 10/15/2027	USD 2,124,128.88
10/16/2027 - 10/15/2028	USD 2,124,128.88
10/16/2028 - 10/15/2029	USD 2,305,975.92
10/16/2029 - 10/15/2030	USD 2,305,975.92
10/16/2030 - 10/15/2031	USD 2,305,975.92
	Total: USD 11,166,185.50

The Annual Pricing Summary is provided for informational purposes only and is not a payment schedule. Please refer to the Terms and Conditions section of this Order Form for payment-related information.

Usage Details

By Account

Usage Type	Start Date	End Date	Pre-purchased Quantity	Pre-committed Quantity	Usage Rate	Billing Model
Enterprise+ Active Users	10/16/2026	10/15/2031	300	0	USD 5.0625000000	True-Up

By Tenant ID

Usage Type	Start Date	End Date	Tenant ID	Pre-purchased Quantity	Pre-committed Quantity	Usage Rate	Billing Model
Salesforce Archive Data (GB)	10/16/2026	10/15/2031	00DHu000001A82mMAC	40	0	USD 5.55999965	Monthly in arrears
Salesforce Archive Files (GB)	10/16/2026	10/15/2031	00DHu000001A82mMAC	40	0	USD 0.60000000	Monthly in arrears
Flex Credits	10/16/2026	10/15/2031	00DHu000001A82mMAC	63,949,999	0	USD 0.00500000	Monthly in arrears
Customer Experience Intelligence Signals	10/16/2026	10/15/2031	00DHu000001A82mMAC	200,000	0	USD 0.06250000	Monthly in arrears
Data Storage (GB)	10/16/2026	10/15/2031	00DHu000001A82mMAC	8,120	0	USD 0.02807617	Monthly in arrears
Enterprise Plus Edition Contacts	10/16/2026	10/15/2031	Marketing Cloud Region: AMER	1,500,000	0	USD 0.00073500	Monthly in arrears
Salesforce Message Credits - SMS	10/16/2026	10/15/2031	00DHu000001A82mMAC	4,000,000	0	USD 0.00112500	Monthly in arrears
Salesforce Message Credits	10/16/2026	10/15/2031	00DHu000001A82mMAC	50,000,000	0	USD 0.00075000	Monthly

- Mobile App							in arrears
Salesforce Message Credits - Email	10/16/2026	10/15/2031	00DHu000001A82mMAC	750,000,000	0	USD 0.00075000	Monthly in arrears

Monthly in arrears billing commences: (a) upon Customer exceeding its available Pre-purchased Quantity prior to the applicable Order End Date; or (b) after the Order Start Date where the Pre-committed Quantity is greater than 0, and, a short-fall invoice will issue at the applicable Usage Rate if Customer does not use its full Pre-committed Quantity by the applicable Order End Date.

True-Up Billing Model: Calendar Annually

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Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Education Cloud Limited Staff Access - Unlimited Edition	USD 7.00	1150+
Customer Community Plus for Education Cloud - UE - Members	USD 0.28	73000+
Customer Community Plus for Education Cloud - UE - Logins (Per Month)	USD 0.13	35000+
Salesforce Archive - Data (1 GB)	USD 5.56	40+
Salesforce Archive - Files (1 GB)	USD 0.60	40+
Salesforce Backup & Recover - Data (1 GB)	USD 5.25	40+
Salesforce Backup & Recover - Files (1 GB)	USD 0.70	40+
Data Storage (10GB)	USD 179.55	13+
Education Cloud - Service - Agentforce 1 Edition	USD 136.80	300+
Education Cloud - Unlimited Edition	USD 44.83	600+
Data 360 Starter - Unlimited Edition	USD 3,500.00	1+
Tableau Cloud - Cloud Plus Creator	USD 43.78	27+
Tableau Cloud - Cloud Plus Explorer	USD 27.36	70+
Tableau Cloud - Cloud Plus Capacity-based Viewer Block	USD 15,390.00	1+
Additional Contacts - Enterprise Plus Edition (1,000)	USD 0.49	1000+
Salesforce Message Credits - SMS for Marketing (1,000)	USD 0.90	4000+
Customer Data Cloud for Marketing - Ad Audiences	USD 26.00	5+
Marketing Cloud - Business Unit - Unlimited Edition	USD 500.00	5+
SSL Certificate	USD 8.58	20+
Marketing Cloud Engagement+ Enterprise Plus Edition - UE	USD 5,083.00	1+
Agentforce 360 Platform - Developer and Admin Tools - Unlimited Edition	USD 102.50	3+
Salesforce Private Connect - AWS	USD 286.00	1+
Tableau Cloud/Next - Tableau Plus Creator - Unlimited Edition	USD 112.50	3+
Tableau Cloud/Next - Tableau Plus Explorer - Unlimited Edition	USD 67.50	2+
Tableau Cloud/Next - Tableau Plus Viewer - Unlimited Edition	USD 33.75	12+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Contract True-up Schedule

Calendar Annually True-up Dates	
True up 1	11/1/2027
True up 2	11/1/2028
True up 3	11/1/2029
True up 4	11/1/2030

This True-Up Schedule provides anticipated true-up dates. These dates may be subject to adjustment, provided the true-up periods do not change.

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Identified Workspaces

Primary Workspace
f6c18c9dd6b04d6db3b3f.slack.com

***If Customer identified a workspace for migration on a prior Order Form, that workspace need not be listed again.

Quote Special Terms

This Order Form shall be governed by the MSA between Salesforce and Florida International University dated 2025-03-21 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12097436, 12098155, 12098896, 12098950, 12099034, 12099170, 12099240, 12098582, 12107165.

Notwithstanding anything to the contrary, the Tablea Cloud - Cloud Plus Creator & Tablea Cloud - Cloud Plus Explorer subscriptions ordered under this Order Form at $47.38 & $27.36/month are offered at one-time promotional pricing. Additional subscriptions are not available at this subscription pricing. These subscriptions terminate on the applicable Order End Date and cannot be renewed at the pricing herein. Renewal of any one-time promotional priced subscriptions will be at Salesforce’s applicable list price in effect at the time of renewal or as otherwise agreed by the parties.

Education Cloud Limited Staff Access - Unlimited Edition subscriptions ordered hereunder at pricing of $7/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): (i) only be used by FIU for the following: Faculty & Staff (ii) Users may only use the subscriptions for the following use cases: Faculty & Staff (iii) include use of only the following permission set licenses (Assign a Permission Set License to a User) Education Cloud - Limited Access Omni Studio User Limit 20 custom Objects Community portal (employee uses) or Cases (participating in supporting student) These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 04052575, 05696703, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s).04052575, 05696703, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $42,413.08 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

The terms in this Quote Special Term ("QST") shall prevail over any inconsistent terms in this Order Form, the MSA, SFDC Terms of Use, or the Documentation. To the extent required for Customer's compliance with regulatory requirements related to billing, this QST applies to Pre-Purchased Quantities of the Usage Types listed at https://sfdc.co/aps-qst. No other Usage Types are subject to this QST, and any Usage Types which are sold as "Pay-As-You-Go" or "Precommit" are also not subject to this QST. The Services provided herein which are subject to this QST constitute an offering that is separate from that offered to other customers which may purchase the same Services without this QST. Customer will not be billed for any excess usage beyond the Pre-Purchased Quantity specified for each Usage Type in the Usage Details Table below without signing a new Order Form. The value of unused paid Pre-Purchased Quantity remaining at the end of the subscription term may be applied toward the purchase of other Services. For clarity, the foregoing sentence does not apply to Flex Credits - Unlimited or Customer Data Cloud - Data Services Card - Unlimited (or successor unlimited offerings), or to any Pre-Purchased Quantity that is provided at $0 or is included as part of a Service, however, such Quantity shall be presumed to be consumed prior to the paid Pre-Purchased Quantity. For the purpose of determining the value of any unused paid usage where multipliers and/or rate cards are applicable, such value will be determined based on multipliers that are no greater than those set forth in the rate card in effect for the applicable Usage Type as of the Order Start Date of initial order form executed by the Customer during the Order Form term. Without limiting the foregoing, SFDC and Customer will work together in good faith as needed to address unused paid usage and excess usage.

No more than once during each 12-month period of the Order Term of this Order Form, Customer may replace some or all of the subscriptions purchased hereunder ("Replaced Subscriptions") with subscriptions for a different Service purchased hereunder ("New Subscriptions"), provided: (1) Customer executes a new Order Form reflecting the New Subscriptions; (2) the total monthly contract value and the total contract value of the New Subscriptions are the same as or greater than that of the Replaced Subscriptions; (3) the Order End Date of the New Subscriptions is the same as the latest Order End Date set forth in this Order Form; and (4) the aggregate annualized value of all Replaced Subscriptions during the Order Term of this Order Form, as calculated using the applicable Monthly/Unit Price in the Services table above, does not exceed 10% of the total annual subscription fees payable under this Order Form as of the effective date of each Order Form for New Subscriptions. For the avoidance of doubt, in no event shall Replaced Subscriptions or New Subscriptions include any of the following: usage-based Services (e.g., MC Super Messages); professional services or other resource-based services (e.g., retained/program architect Services); beta or non-GA Services (or Services that become GA during the Order Term); training Services; Dreamforce and other conference passes; MuleSoft Services; Tableau Services; or Services for which Salesforce owes a royalty to third parties (e.g., Google Analytics 360).

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Product Special Terms

Tableau Services

Tableau Software and/or Tableau Cloud Services are subject to the Order Form Supplement for Tableau Products available at www.tableau.com/ofs which is hereby made part of this Order Form.

Tableau - eLearning Products

Tableau eLearning subscriptions cannot be renewed, by auto-renewal or otherwise.

Estimated Taxes

Estimated taxes are not fully detailed for Services purchased under this Order Form. To the extent there is any reference to Estimated Tax or Total Price (Inclusive of Taxes) in the Services Table above, any amounts set forth under such headings are not applicable. Customer is responsible to pay all taxes as set forth in Customer's invoice or as otherwise provided under Customer's MSA.

Microsoft Teams Integration

Microsoft Teams integration (also referred to as ‘Salesforce for Teams’) is accessible to Customers with subscriptions to the Services as described at https://help.salesforce.com/articleView?id=sf.teams_int_parent.htm&type=5. Microsoft Teams integration operates from multiple infrastructures as described in the Salesforce Services and Additional Services Trust and Compliance Documentation at https://www.salesforce.com/company/legal/trust-and-compliance-documentation/, as may be updated from time to time. Any privacy, security, location, uptime and support commitments in Customer’s applicable MSA shall not apply to the Microsoft Teams integration and instead shall be as set forth in the applicable Trust and Compliance Documentation. Customer agrees that the submission of personal health information to Microsoft Teams integration is prohibited where Customer is a health care provider, health care clearinghouse, health plan, or an entity performing functions on behalf of such entities.

Salesforce Shield

In order to use the Data Detect features, Customer’s system administrator must first install the managed package available at: https://sfdc.co/install-datadetect.

Salesforce Data Mask

In order to access the Salesforce Data Mask Service, Customer's system administrator must first install the managed package available at: https://sfdc.co/datamask-install.

Digital Engagement

For Digital Engagement, the following terms (a) to (d) apply: (a) Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Messaging Services included with this subscription or Customer Data sent via the Messaging Services. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE; (b) each subscription entitles Customer to: (i) 25 conversations per month, aggregated over the Order Term; and (ii) 1000 Triggered & Bulk Messages for use in a single org only. Notwithstanding the foregoing, the 1000 Triggered and Bulk Messages are only provisioned with a Customer’s initial Digital Engagement subscription. Customer will not be provisioned additional quantities of Triggered and Bulk Messages if Customer purchases multiple or add-on subscriptions for Digital Engagement for use in the same org. Notwithstanding anything to the contrary in the Agreement, a detailed description of conversations and how they may be used can be found at: https://sfdc.co/bLIXEm including the corresponding multipliers by region, which are subject to change upwards or downwards over time; and (c) in order to set up message types, including enablement of phone number(s) and over the top (""OTT"") messaging identities (example: Facebook Messenger), as applicable, and to complete message type set up, Customer shall follow the set up instructions in Help at https://help.salesforce.com/s/articleView?id=sf.livemessage_intro.htm&type=5. To complete SMS message type set up, Customer shall follow the Messaging Set Up Instructions located at: http://www.salesforce.com/assets/pdf/misc/livemessage-set-up.pdf. (d) For Customers located in the U.S. only: (i) Salesforce is entering into this Order Form on behalf of Salesforce Communications LLC; and (ii) the rates payable by Customer for Messaging are inclusive of all amounts that Salesforce must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of Salesforce providing Messaging other than U.S. sales taxes that Salesforce determines are required to be collected from Customer.

NOTICE - Usage Billing

Usage fees are billable in accordance with the Usage Details Table for each Usage Type.

Slack True-up

For Slack Services, Customer may be invoiced for additional Users, on a prorated basis, if and when the User Threshold for the applicable User Usage Type increases. The initial quantity of Slack Users ordered in an Order Form for any Slack User Usage Type are set forth in the Usage Details Table of such Order Form and will be the “Initial User Threshold”. For that Usage Type The User Threshold for a Usage Type will increase upon the purchase of additional Slack users of the same Usage Type. Such User Threshold may also increase by true-up whereby, if the quantity of active users of any one Usage Type exceeds the then-current User Threshold for such Usage Type the day before any scheduled True-Up Date, Customer may be invoiced for the number of excess users and the User Threshold for such Usage Type shall be increased by such number going forward. Unless otherwise set forth in a signed renewal Order Form, (a) the User Threshold for renewal shall be the greater of (i) the User Threshold as of the Order End Date of the expiring Order Term or (ii) the quantity of active users 45 days prior to such Order End Date; and (b) the True-Up frequency shall remain the same as that which applies to this order form.

Partner Contact Center (fka Service Cloud Voice) - BYOT

For Service Cloud Voice, Customers with a U.S. “Ship To” address on this Order Form, the following applies: Except as otherwise set forth herein, the rates payable hereunder are inclusive of all amounts that SFDC must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of SFDC providing the Services, including without limitation, all U.S. federal, state, local, and foreign assessments, claims, permits, fees, taxes and other charges of any kind, other than U.S. sales taxes that SFDC determines are required to be collected from Customer.

Einstein Conversation Insights

In order to access Salesforce Inbox, it must be activated by the Customer's system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

Salesforce Inbox

In order to use Salesforce Inbox, it must first be activated by the Customer’s system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

Salesforce Foundations

With respect to the Pay Now component of the Services, the Salesforce Payments Pricing document at: https://sfdc.co/payments-blended-pricing, as updated from time to time, sets forth the Salesforce Payments Processing Fees. Customer shall pay applicable fees as set forth in the Salesforce Payments Pricing Document for each Stripe Transaction completed through Pay Now.

Signature Success - Salesforce Platform (MC)

The Signature Success - Salesforce Platform (MC) (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

Tableau - Signature Success

The Signature Success - Tableau (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein.

Flex Credits

A detailed description of how Flex Credits can be used, including the applicable multipliers, is available at https://www.salesforce.com/agentforce/rates/. Usage types and associated multipliers may be updated from time to time. To the extent a multiplier for an existing usage type is changed, Salesforce will provide Customer with at least 30 days’ notice of such change, and such change will not apply until after expiration of the applicable notice period.

Education Cloud - Service - Agentforce Edition

These Services are subject to the following Product Special Terms on this Order Form: Salesforce Foundations Digital Engagement Einstein Conversation Insights Salesforce Inbox Service Cloud Voice - BYOT

Slack Provisioning - Agentforce 1 Edition

These Services are only provided with those services purchased on this Order Form that share the same naming convention as these Services (“Base Services”). Notwithstanding anything to the contrary in the Customer’s MSA, this product cannot be purchased separately and is not eligible for an add-on purchases unless it is purchased in the same quantity as purchases of the Base Services. The Slack True-Up term applies to these Services.

Service Provisioning for Agentforce 1 Edition

These Services are only provided with those services purchased on this Order Form that share the same naming convention as these Services (“Base Services”). Notwithstanding anything to the contrary in the Customer’s MSA, this product cannot be purchased separately and is not eligible for an add-on purchases. It is also not subject to any renewal except as part of the Base Services. The NOTICE - Utilization term applies with respect to the Customer Experience Signals Usage Type.

Flex - Entitlements - Agentforce 1 Edition - New

These Services are only provided with those services purchased on this Order Form that share the same naming convention as these Services (“Base Services”). Notwithstanding anything to the contrary in the Customer’s MSA, this product cannot be purchased separately and is not eligible for an add-on purchases. It is also not subject to any renewal except as part of the Base Services.

Derived Price Product

Customer shall pay the applicable Derived Price Product (DPP) fees calculated as a percentage of the total fees payable (excluding taxes) for all Contributing Products purchased by the Customer during the subscription term, including any Usage fees payable with respect to such Contributing Products. The list of Derived Price Products and Contributing Products is available at https://www.salesforce.com/en-us/wp-content/uploads/sites/4/documents/platform/Agentforce-360-Platform-DPP-Products.pdf, as updated from time to time as new products become available.

Data 360 - Flex Credit Provisioning - Agentforce 1 Edition

These Services are only provided with those services purchased on this Order Form that share the same naming convention as these Services (Base Services). Notwithstanding anything to the contrary in the Customer’s MSA, this product cannot be purchased separately and is not eligible for an add-on purchases. Furthermore it is not subject to any renewal except as part of the Base Services. A detailed description of how Flex Credits can be used, including the applicable multipliers, is available at https://www.salesforce.com/agentforce/rates/. Usage types and associated multipliers may be updated from time to time. To the extent a multiplier for an existing usage type is changed, Salesforce will provide Customer with at least 30 days’ notice of such change, and such change will not apply until after expiration of the applicable notice period.

NOTICE - Contacts

Overage fees will be billed monthly, in arrears, for each month that Customer exceeds its then-current volume.

Notice - Mobile Messaging

Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of SMS, MMS, and/or RCS messaging (as applicable) or Customer Data sent via such messaging. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE. Note: Opt-out mechanisms vary by messaging channel and are described in the Documentation. For SMS and MMS, only first instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word) will stop recipients from receiving messages.

SSL Certificate

Customer understands that SSL Certificate cannot be provisioned until Sender Authentication Package (SAP) provisioning is complete. Customer shall work with SFDC and provide timely cooperation to complete the SAP provisioning, and understands that SSL Certificate provisioning may take up to 4 weeks after SAP is provisioned.

Marketing Cloud Shield

Encryption at Rest - Shared Database functionality will be provisioned and made available for Customer use within 30 days of the Order Start Date for new customers and within 60 days for existing Marketing Cloud customers.

Salesforce Message Credits - Email

A detailed description of how Salesforce Message Credits - Email can be used, including the applicable multipliers, is available at:http://sfdc.co/message-credits. Usage types and associated multipliers may be updated from time to time. To the extent a multiplier for an existing usage type is changed, Salesforce will provide Customer with at least 30 days’ notice of such change, and such change will not apply until after expiration of the applicable notice period.

Signature Success - Marketing Cloud Engagement

The Signature Success - Marketing Cloud Engagement (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

Salesforce Message Credits - Mobile App

A detailed description of how Salesforce Message Credits - Mobile App can be used, including the applicable multipliers, is available at: http://sfdc.co/message-credits. Usage types and associated multipliers may be updated from time to time. To the extent a multiplier for an existing usage type is changed, Salesforce will provide Customer with at least 30 days' notice of such change, and such change will not apply until after expiration of the applicable notice period.

Flex Credit Provisioning

These Services are only provided with those services purchased on this Order Form that share the same naming convention as these Services (Base Services). Notwithstanding anything to the contrary in the Customer's MSA, this product cannot be purchased separately and is not subject to any renewal or add-on purchases except as part of the Base Services. A detailed description of how Flex Credits can be used, including the applicable multipliers, is available at https://www.salesforce.com/agentforce/rates/. Usage types and associated multipliers may be updated from time to time. To the extent a multiplier for an existing usage type is changed, Salesforce will provide Customer with at least 30 days' notice of such change, and such change will not apply until after expiration of the applicable notice period. A detailed description of how Flex Credits can be used, including the applicable multipliers, is available at https://www.salesforce.com/agentforce/rates/. Usage types and associated multipliers may be updated from time to time. To the extent a multiplier for an existing usage type is changed, Salesforce will provide Customer with at least 30 days' notice of such change, and such change will not apply until after expiration of the applicable notice period.

Slack True-up v2

If Customer exceeds its then-current Pre-Purchased Quantity for the applicable Slack Usage Type before the next scheduled True-Up Date, Customer will be invoiced for the number of excess users for the balance of the remaining subscription term and the then-current Pre-Purchased Quantity for such Usage Type shall be increased by such number going forward.

Tableau Cloud - Cloud Plus

These Services are subject to following Product Special Terms on this Order Form: Tableau - eLearning Products, Tableau Services.

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00DHu000001A82mMAC	Education Cloud - Service - Agentforce 1 Edition	300
		Flex - Entitlements - Agentforce 1 Edition	1
		Service Provisioning for Agentforce 1 Edition	1
		Education Cloud - Unlimited Edition	286
		Salesforce Shield	1
		Salesforce Data Mask	1
		Education Cloud Limited Staff Access - Unlimited Edition	1,150
		Customer Community Plus for Education Cloud - UE - Members	73,000
		Customer Community Plus for Education Cloud - UE - Logins (Per Month)	35,000
		Salesforce Archive - Data (1 GB)	40
		Salesforce Archive - Files (1 GB)	40
		Microsoft Teams Integration	1
		Data 360 Starter - Unlimited Edition	1
		Flex Credit Provisioning - Agentforce 1 Edition	1
		Signature Success - Salesforce Platform (MC)	1
		Private Connect for Flex & Data Service Credits	1
		Salesforce SMS Short Code Lease - Rate Group A	1
		Salesforce Message Credits - SMS for Marketing (1,000)	4,000
		Salesforce SMS Short Code Lease - Rate Group B	1
		Force.com - Unlimited Edition (Administrator) - Cross Product	1
		Customer Data Cloud for Marketing - Ad Audiences	5
		Marketing Cloud - Business Unit - Unlimited Edition	5
		Salesforce Foundations	1
		Salesforce Foundations - Entitlements - Flex Credits	1
		Data Storage (10GB)	7
		Flex Credit Provisioning - Tableau Plus	1
		Agentforce 360 Platform - Developer and Admin Tools - Unlimited Edition	3
		Salesforce Private Connect - AWS	1
		Education Cloud - Unlimited Edition	600
		Data Storage (10GB)	13
Slack	f6c18c9dd6b04d6db3b3f.slack.com	Slack Provisioning - Agentforce 1 Edition/Einstein 1 Edition	300
Salesforce Backup and		Salesforce Backup & Recover - Data (1 GB)	40

Recover		Salesforce Backup & Recover - Files (1 GB)	40
Tableau	New Org 2	Tableau Cloud - Cloud Plus Creator	27
		Tableau Cloud - Cloud Plus Explorer	70
		Tableau Cloud - Cloud Plus Capacity-based Viewer Block	1
		Tableau Cloud - Creator Provisioning	2
		Signature Success - Tableau	1

Tenant Group Information

Services	Quantity	Org Type	Org Details
Marketing Cloud Engagement+ Enterprise Plus Edition - UE	1	Marketing Cloud Engagement	Marketing Cloud Region: AMER
		Salesforce Platform	00DHu000001A82mMAC
Tableau Cloud/Next - Tableau Plus Creator - Unlimited Edition	3	Tableau	New Org 1 Customer Email: bcram@fiu.edu
		Salesforce Platform	00DHu000001A82mMAC
Tableau Cloud/Next - Tableau Plus Explorer - Unlimited Edition	2	Tableau	New Org 1 Customer Email: bcram@fiu.edu
		Salesforce Platform	00DHu000001A82mMAC
Tableau Cloud/Next - Tableau Plus Viewer - Unlimited Edition	12	Tableau	New Org 1 Customer Email: bcram@fiu.edu
		Salesforce Platform	00DHu000001A82mMAC

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for FIU: Office of Research and Economic Development
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12095948

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199-2516
US - United States

Billing Company Name: FIU: Office of Research and Economic Development
Billing Contact Name: Ernesto Crucet
Billing Email Address: crucete@fiu.edu

Billing Phone: (305) 348-4050
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Sales & Service Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 0.00	19	USD 0.00	USD 0.00	USD 0.00
Sales Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 0.00	2	USD 0.00	USD 0.00	USD 0.00
								Pre-tax Subtotal: USD 0.00
								Estimated Tax: USD 0.00
								Total:USD 0.00

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Sales & Service Cloud - Unlimited Edition	USD 0.00	19+
Sales Cloud - Unlimited Edition	USD 0.00	2+

The pricing in the Pricing Schedule above (“Pricing Schedule”) reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. “Aggregate Total Number” as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term “Restricted Use” in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

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This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12109845, 12109579, 12100125, 12097436, 12098155, 12098896, 12098950, 12099034, 12099170, 12099240, 12098582, 12107165.

Sales & Service Cloud - Unlimited Edition, Sales Cloud - Unlimited Edition, Signature Success - Salesforce Platform (MC) subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $11,572.95 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05604947, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05604947, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Product Special Terms

Signature Success

The Signature Success (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

Salesforce Inbox

In order to use Salesforce Inbox, it must first be activated by the Customer’s system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D6A000000wAazUAE	Signature Success - Salesforce Platform	1
		Sales & Service Cloud - Unlimited Edition	19
		Sales Cloud - Unlimited Edition	2

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for The Florida International University Board of Trustees Main
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12097436

ORDER FORM

Address Information

Bill To:
11200 SW 8th St
Miami
FL, 33199
US - United States

Ship To:
11200 SW 8th St
Miami
FL, 33199
US - United States

Billing Company Name: The Florida International University Board of Trustees Main
Billing Contact Name: Laura Jimenez
Billing Email Address: laujimen@fiu.edu

Billing Phone: (305) 348-8465
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Event Monitoring - LP1	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Service Cloud Portal (5,000 Logins/month) for Nonprofits	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Sales & Service Cloud - Unlimited Edition	10/16/2026	10/15/2028	24	USD 0.00	245	USD 0.00	USD 0.00	USD 0.00
Data Storage (10GB)	10/16/2026	10/15/2028	24	USD 179.55	2	USD 8,618.40	USD 0.00	USD 8,618.40
							Pre-tax Subtotal:	USD 8,618.40
							Estimated Tax:	USD 0.00
							Total:	USD 8,618.40

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Annual Pricing Summary

Fees	Aggregate Price #
10/16/2026 - 10/15/2027	USD 4,309.20
10/16/2027 - 10/15/2028	USD 4,309.20
	Total: USD 8,618.40

The Annual Pricing Summary is provided for informational purposes only and is not a payment schedule. Please refer to the Terms and Conditions section of this Order Form for payment-related information.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Sales & Service Cloud - Unlimited Edition	USD 0.00	245+
Service Cloud Portal (5,000 Logins/month) for Nonprofits	USD 0.00	1+
Data Storage (10GB)	USD 179.55	2+

The pricing in the Pricing Schedule above (“Pricing Schedule”) reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. “Aggregate Total Number” as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term “Restricted Use” in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12098155, 12098896, 12098950, 12099034, 12099170, 12099240, 12098582, 12107165.

Data Storage (10GB), Event Monitoring - LP1, Sales & Service Cloud - Unlimited Edition, Service Cloud Portal (5,000 Logins/month) for Nonprofits subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $119,639.70 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05600856, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05600856, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Product Special Terms

Service Cloud Portal

Service Cloud Portal may be used or accessed only by External Users. "External User" means an individual who has been supplied a user identification and password by Customer (or by SFDC at Customer's request) and who is not an employee, principal, contracted staff or other personnel of Customer. Subject to the foregoing, an External User shall be considered a "User" for purposes of the Agreement.

Service Cloud Portal (Logins/month)

The pricing above for the Service Cloud Portal (Logins/month) product includes the number of User logins per calendar month specified under “Product” above times the corresponding number specified under ""Quantity"" above (the “Permitted Number of Monthly Logins”). If in any calendar month the aggregate number of User logins in the applicable Org exceeds three times the Permitted Number of Monthly Logins, Customer will be charged 1.5 times the per-Login price (based on the “Monthly/Unit Price” specified above) for each User login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of User logins in the applicable Org exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-Login price (based on the “Monthly/Unit Price” specified above) for each excess User login in such fourth month and in each consecutive month thereafter in which the aggregate number of User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears in accordance with the billing and payment methods specified above. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time. Salesforce.com will provision 20 External User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to a maximum of 2 million External User subscriptions per Org. “Org” means a unique instance of the Service, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).

Signature Success

The Signature Success (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

Salesforce Inbox

In order to use Salesforce Inbox, it must first be activated by the Customer’s system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00DA0000000KSeiMAG	Signature Success - Salesforce Platform	1
		Event Monitoring - LP1	1
		Service Cloud Portal (5,000 Logins/month) for Nonprofits	1
		Sales & Service Cloud - Unlimited Edition	245
		Data Storage (10GB)	2

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Florida International University - EDUCATION ORG
Offer Valid Through: 10/16/2026
Proposed by: Chelsea Burris
Email: cburris@salesforce.com
Quote Number: Q-12098582

ORDER FORM

Address Information

Bill To:
1368 Campus Dr
Durham
NC, 27708-9962
US - United States

Ship To:
1368 Campus Dr
Durham
NC, 27708-9962
US - United States

Billing Company Name: Florida International University - EDUCATION ORG
Billing Contact Name: Bridgette Cram
Billing Email Address: bcram@fiu.edu

Billing Phone: 0
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Wire Transfer
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Tableau - Creator (Server) (Restricted Use)	10/16/2026	10/15/2028	24	USD 0.00	22	USD 0.00	USD 0.00	USD 0.00
Tableau - 8 Core (Server) (Restricted Use)	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Signature Success - Tableau	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
								Pre-tax Subtotal: USD 0.00
								Estimated Tax: USD 0.00
								Total:USD 0.00

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Quote Special Terms

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In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05617124, 05305320, 05391563, 05452545, 05636108, 05684468, 05622632, 05631530, 05305320, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s).05617124, 05305320, 05391563, 05452545, 05636108, 05684468, 05622632, 05631530, 05305320, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12097436, 12098155, 12098896, 12098950, 12099034, 12099170, 12099240, 2107165.

Tableau - Creator (Server) (Restricted Use), Tableau - 8 Core (Server) (Restricted Use), Signature Success - Tableau subscriptions ordered hereunder at pricing of $0.00/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) be used solely to support Customer's migration efforts to Tableau Cloud during the Order Term stated in this Order Form; (2) are valid for use only within the single Tenant specified on this Order Form, and may not be transferred to any other Tenant(s) during the Order Term; and (3) may not be used by any User who does not hold an active and separate, paid, full use (i.e., not otherwise restricted use) Tableau Cloud subscription. Customer may not purchase any additional Restricted Use Subscriptions for the Tenant specified herein and these subscriptions terminate on the applicable Order End Date and cannot be renewed. These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include Tableau RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2025-03-21 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $6,726.72 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Customer has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Customer is confirming that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Product Special Terms

Tableau Services

Tableau Software and/or Tableau Cloud Services are subject to the Order Form Supplement for Tableau Products available at www.tableau.com/ofs which is hereby made part of this Order Form.

Tableau - Signature Success

The Signature Success - Tableau (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein.

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Tenant Information

Org Type	Org Details	Services	Quantity
Tableau	New Org 1 Customer Email: bcram@fiu.edu	Tableau - Creator (Server) (Restricted Use)	22
		Tableau - 8 Core (Server) (Restricted Use)	1
		Signature Success - Tableau	1

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number: _____

PO Amount: _____

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Wolfsonian FIU
Offer Valid Through: 10/16/2026
Proposed by: Sarah Linden
Email: slinden@salesforce.com
Quote Number: Q-12098896

ORDER FORM

Address Information

Bill To:
1001 Washington Ave
Miami Beach
FL, 33139-5017
US - United States

Ship To:
1001 Washington Ave
Miami Beach
FL, 33139-5017
US - United States

Billing Company Name: Wolfsonian FIU
Billing Contact Name: Casey Steadman
Billing Email Address: casey@thewolf.fiu.edu

Billing Phone: 305-535-2655
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/16/2026
Contract End Date*: 10/15/2028
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Signature Success - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Premier Success Plan - Salesforce Platform	10/16/2026	10/15/2028	24	USD 0.00	1	USD 0.00	USD 0.00	USD 0.00
Sales & Service Cloud - Enterprise Edition	10/16/2026	10/15/2028	24	USD 0.00	6	USD 0.00	USD 0.00	USD 0.00
								Pre-tax Subtotal: USD 0.00
								Estimated Tax: USD 0.00
								Total:USD 0.00

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*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Sales & Service Cloud - Enterprise Edition	USD 0.00	6+

The pricing in the Pricing Schedule above (“Pricing Schedule”) reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. “Aggregate Total Number” as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term “Restricted Use” in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

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This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) 12095915, 12095948, 12109845, 12109579, 12100125, 12097436, 12098155, 12098950, 12099034, 12099170, 12099240, 12098582, 12107165.

Sales & Service Cloud - Enterprise Edition, Premier Success, Signature Success - Salesforce Platform subscriptions ordered hereunder at pricing of $0/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): {TOKEN[ProductName:TEXT=(1) be provisioned in a single instance to be used by [Insert Customer Name Here]; (2) be accessed only for the following purpose(s) or use case(s): Data Migration. Such subscriptions have no monetary value and cannot be swapped for full use subscriptions. Customer shall not purchase any add-on Restricted Use Subscriptions. Users of these Restricted Use subscriptions may only have access to only one Org with no right of transfer to other Customer Orgs during the Order Term.]} These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions - this profile must include RUL in the naming convention. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term.

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

This Order Form replaces all or a portion of Services previously ordered by Customer as set forth in this Order Form. SFDC estimates that Customer shall be entitled to a credit in the approximate amount of $3,235.68 (not including applicable taxes), provided Customer signs and returns this Order Form on or prior to 2026-10-16. The actual amount of the credit will be determined as of the day of such credit is issued by Salesforce.

In the event this Order Form reflects an early renewal of Customer’s existing subscriptions purchased under applicable Order Forms under Contract No(s). 05367923, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 05367923, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

At the direction of the Reseller’s customer, Reseller has expressly requested an Order Form with an Order Term greater than twelve (12) months and annual billing. By signing this Order Form, the Reseller acknowledges that it has received written confirmation from the Reseller’s customer that (i) the ordered Services are fully funded for the entire Order Term and (ii) the funding for the ordered Services beyond the initial 12 month period is fully approved and secured for the sole purpose of paying the remaining annual fees due for the ordered Services.

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Product Special Terms

Signature Success

The Signature Success (“Signature Success”) subscription purchased shall be provisioned to the Org(s) identified herein. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org as listed at http://sfdc.co/Included_Excluded_Products. For clarity, the 10% of net is not applicable to the purchase of additional Orgs. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org.

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Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00D1U0000015GkoUAE	Signature Success - Salesforce Platform	1
		Premier Success Plan - Salesforce Platform	1
		Sales & Service Cloud - Enterprise Edition	6

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

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Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for Florida International University - EDUCATION ORG
Offer Valid Through: 10/16/2026
Proposed by: Megan Heppner
Email: mheppner@salesforce.com
Quote Number: Q-12107165

ORDER FORM

Address Information

Bill To:
1368 Campus Dr
Durham
NC, 27708-9962
US - United States

Ship To:
1368 Campus Dr
Durham
NC, 27708-9962
US - United States

Billing Company Name: Florida International University - EDUCATION ORG
Billing Contact Name: Bridgette Cram
Billing Email Address: bcram@fiu.edu

Billing Phone: (999) 999-9999
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 10/19/2026
Contract End Date*: 10/18/2027
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Salesforce Architect	10/19/2026	10/18/2027	12	USD 45,900.00	1	USD 550,800.00	USD 0.00	USD 550,800.00
							Pre-tax Subtotal:	USD 550,800.00
							Estimated Tax:	USD 0.00
							Total:	USD 550,800.00

*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Quote Special Terms

This Order Form shall be governed by the MSA between Salesforce and The Florida International University Board of Trustees, a public body corporate of the State of Florida dated 2021-03-25 and any applicable addenda thereto (the “MSA”), provided that the entity signing this Order Form is either the same entity that executed the MSA or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the MSA as if it were an original party thereto.

The Salesforce Architect - Analytics (SA) and Salesforce Expertise Hours - Analytics (SEH) services set forth herein collectively comprise the “Salesforce CTO Offerings.” As part of the Salesforce CTO Offering, the SA will provide governance and oversee the performance of the resources delivering the SEH services.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Product Special Terms

No Auto-Renew for Architect Services

Notwithstanding anything to the contrary in the Customer's MSA or in this Order Form, any Services purchased on this Order Form which are branded as "Architect" may not auto-renew. Customer shall notify Salesforce at least 90 days' prior to the applicable Order End Date of its intention to renew Architect Services for another term, in which case Customer shall execute a new Order Form for the purchase of Salesforce's then-current Architect Services.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number: _____

PO Amount: _____

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

Customer: Florida International University - EDUCATION ORG

Signature

Name

Business Title

Date

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FIU | FLORIDA INTERNATIONAL UNIVERSITY

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: Salesforce, Inc.: Enterprise Agreement consolidating twenty-six order forms and nine Salesforce orgs into one five-year agreement with expanded scope, services, and licensing. Total cost $12,161,863, including a one-time $550,800 Program Architect engagement.

Funding Source(s):

Fund Code	Fund Code Description
210	Education and General – recurring subscription cost
211	E&G University Carryforward – one-time Program Architect engagement
331	Auxiliary Overhead, Shared Services Fee – recurring subscription cost

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: Bridgette Cram CD6F797A8CA649B...

Bridgette Cram, Ph.D., Vice President for Academic Affairs and Student Success — Date: 9/9/2026

DocuSigned by: D. Snider 3DC9CD739AD24D4...

David H. Snider, Senior Vice President and Chief Financial Officer — Date: 9/9/2026

Signed by: 4B9001A0A85A47C...

Ryan M. Kelley, Acting General Counsel — Date: 9/9/2026

Jeanette M. Nuñez, President — Date: 9/9/26

Florida International University
Financial Summary Overview [1]
Fiscal Year 2025-26

($ in millions)	Year To Date June 2026 Budget	Current Year Actual	Variance $	Variance %
Revenue / Receipts				
University				
Educational and General (net) [2]	$ 730.8	$ 749.9	*$ 19.1*	*2.6%*
University	*679.0*	*699.4*	*20.4*	*3.0%*
College of Medicine	*51.8*	*50.5*	*(1.3)*	*-2.5%*
FIU Self-Insurance Program	0.4	0.9	*0.5*	*125.0%*
Auxiliary Enterprises	265.8	298.1	*32.3*	*12.2%*
Intercollegiate Athletics	32.5	35.4	*2.9*	*8.9%*
Activities and Service	20.2	21.2	*1.0*	*5.0%*
Technology Fee	10.8	11.4	*0.6*	*5.6%*
Board Approved Fees	0.4	0.5	*0.1*	*26.2%*
Contracts and Grants	265.5	244.3	*(21.2)*	*-8.0%*
Student Financial Aid	285.1	290.0	*4.9*	*1.7%*
Concessions	1.1	1.5	*0.4*	*36.4%*
Direct Support Organizations				
FIU Athletic Finance Corp.	6.6	7.8	*1.2*	*18.2%*
FIU Foundation Inc.	41.5	43.4	*1.9*	*4.6%*
Contributions for University Support	*40.0*	*42.0*	*2.0*	*5.0%*
Contributions and Operating Revenues	*1.5*	*1.4*	*(0.1)*	*-6.7%*
FIU Health Care Network	28.9	26.5	*(2.4)*	*-8.3%*
FIU Children's Alliance for Research & Education Inc.	25.6	3.9	*(21.7)*	*-84.8%*
FIU Research Foundation	0.7	0.4	*(0.2)*	*-37.3%*
Interfund Adjustments [3]	(12.5)	(11.8)	*0.7*	*-5.6%*
Total Operating Revenues	**$ 1,703.3**	**$ 1,723.4**	***$ 20.1***	***1.2%***
University: Treasury (net) & Contracts & Grants	21.0	43.3	*22.3*	*106.2%*
DSO's: FIU Foundation Inc., AFC, HCN,CARE	28.1	59.9	*31.8*	*113.2%*
Total Investment Revenues	**$ 49.1**	**$ 103.2**	***$ 54.1***	***110.2%***
Total Revenues / Receipts	**$ 1,752.4**	**$ 1,826.6**	***$ 74.3***	***4.2%***
Expenses				
University				
Educational and General (net)	$ 730.8	$ 648.9	*$ 81.9*	*11.2%*
University	*679.0*	*600.6*	*78.4*	*11.5%*
College of Medicine	*51.8*	*48.3*	*3.5*	*6.8%*
FIU Self-Insurance Program	0.2	0.3	*(0.1)*	*-50.0%*
Auxiliary Enterprises	258.1	242.1	*16.0*	*6.2%*
Intercollegiate Athletics	34.6	36.3	*(1.7)*	*-4.9%*
Activities and Service	21.1	19.3	*1.8*	*8.5%*
Technology Fee	11.6	11.0	*0.6*	*5.2%*
Board Approved Fees	0.4	0.5	*(0.1)*	*-25.0%*
Contracts and Grants	251.2	235.3	*15.9*	*6.3%*
Student Financial Aid	287.5	293.2	*(5.7)*	*-2.0%*
Concessions	1.2	1.1	*0.1*	*8.3%*
Direct Support Organizations				
FIU Athletic Finance Corp.	3.1	2.6	*0.5*	*16.1%*
FIU Foundation Inc.	58.4	52.5	*5.9*	*10.1%*
University Program Support	*48.4*	*44.1*	*4.3*	*8.9%*
Operating Expenses	*10.0*	*8.4*	*1.6*	*16.0%*
FIU Health Care Network	24.4	17.9	*6.5*	*26.6%*
FIU Children's Alliance for Research & Education Inc.	23.1	0.6	*22.5*	*97.4%*
FIU Research Foundation	-	0.0	*(0.0)*	*0.0%*
	-	-	*-*	*0.0%*
Interfund Adjustments [3]	(12.5)	(11.8)	*(0.7)*	*5.6%*
Total Expenses	**1,693.3**	**1,549.8**	***143.4***	***8.5%***
Principal Payment of Debt [4]	9.4	9.4	*-*	*0.0%*
Change in Net Assets (incl. Investments)	**$ 49.8**	**$ 267.5**	***$ 217.7***	***437.3%***
Change in Net Assets (excl. Investments)	**$ 0.7**	**$ 164.3**	***$ 163.6***	***23959.1%***

Florida International University
Financial Performance Overview
Fiscal Year 2025-26

Financial Highlights:	**Real**	**Timing**
Operations - By Fund and Direct Support Organization		
Educational and General Variance: Revenues $19.1M, Expenses $81.9M		
I. University (ex-College of Medicine) Variance: Revenues $20.4M, Expenses $78.4M		
Operating Revenues		
State Appropriations:		
▪ Amendments for distributions for Programs of Strategic Emphasis waiver, $3.0M; Nursing LINE, $0.6M; higher risk management insurance premium, $0.2M	3.8	-
Tuition:		
▪ Undergraduate base: student credit hour enrollment is 2,086 FTE or 6.9% above target due to higher than anticipated enrollment of first-time-in-college (FTIC) and transfer students offset by less than projected non-resident transfer students.	0.3	-
▪ FIU Fully Online: Greater enrollment by 10 FTE or 0.2%	0.5	-
▪ Dual Enrolled: student credit hour enrollment is higher than target by 44 FTE or 3.6%; 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): 13.4% or 202 FTE higher than budgeted enrollment; net tuition revenue from progressed students is above plan.	3.2	-
▪ Tuition differential: above target due to overall higher undergraduate enrollment and less than anticipated prepaid contract exclusions.	4.2	-
▪ Graduate and Professional: student credit hour enrollment above target by 3.2% or 167 FTE, higher enrollment across all levels, however total net tuition revenues is reduced by less than anticipated non-resident students and lower enrollment in Nursing professional programs.	(1.1)	-
▪ Incidental revenues are below target mainly due to less revenue from the Excess Credit Hour Fee	(0.2)	-
▪ Institutional financial aid and 30% differential tuition allocations are higher than target driven by higher tuition differential revenues.	(1.5)	-
▪ Lower than anticipated bad debt allocation.	1.2	-
▪ Waivers are lower than target mainly due to less than anticipated allocations of non-resident and other mandatory waivers, $6.8M; graduate assistant/fellowship waivers, $1.7M; and other discretionary and non-fundable waivers, $0.8M.	9.3	-
Total Revenues Variance	**$ 20.4**	**$ -**
Operating Expenses:		
Overall, the $78.4 million favorable variance reflects the prudent allocation of primarily non-recurring incremental funds, delayed hiring and lower operating expenses for the Adam Smith Center for Economic Freedom, vacant positions and funding-source shifts, one-time leave-related savings, and budget sweeps. These savings were partially offset by higher overtime, notice payouts, insurance premium passthroughs, Programs of Strategic Emphasis waivers, and prior-year support costs.	$ 78.4	$ -
II. College of Medicine Variance: Revenues -$1.3M, Expenses $3.5M		
Net tuition revenue is lower than target due to less than anticipated non-resident students.	$ (1.3)	$ -
Expense savings were primarily driven by vacant positions, which generated $2.6M in savings, and lower other operating expenses, which contributed an additional $1.6M. These savings were partially offset by $0.7M in higher-than-anticipated university-wide bonuses.	$ 3.5	$ -
Operating expenses are above budget by $128K driven by additional contributions related to the agreements with Baptist Health South Florida and Jackson Health Systems.	$ (0.1)	$ -

Florida International University
Financial Performance Overview
Fiscal Year 2025-26

Financial Highlights:	**Real**	**Timing**
Auxiliary Enterprises Variance: Revenues $32.3M, Expenses $16.0M		
Revenues are $32.3M above plan, primarily driven by $24.0M in unbudgeted reimbursements from the FIU Health Services Support Organizations in support of the College of Medicine infrastructure initiatives and other costs. Additional favorable variances include $3.7M in Construction Reimbursement Fee revenues, $3.1M from increased PantherTECH computer store sales, $1.1M from higher activity across other auxiliaries, and $1.9M from stronger enrollment-related revenues in market-rate programs, parking, and student health fees. These gains were partially offset by a $1.5M shortfall in Housing and Residential Life revenues due to lower-than-projected summer rental activity.	$ 32.3	$ -
Expenditures are $16.0M below budget, primarily driven by $9.9M in personnel savings across all auxiliaries, $4.8M in lower operating expenses across academic and other auxiliary units, and $1.3M in deferred Housing and Residential Life operating expenses aligned with lower revenues, including the delayed Wi-Fi upgrade project.	$ 16.0	$ -
Intercollegiate Athletics Variance: Revenues $2.9M, Expenses -$1.7M		
The $2.9M favorable revenue variance is primarily driven by higher Intercollegiate Athletic Fee revenue from increased student credit hour enrollment, $0.9M; additional support from the FIU Athletics Finance Corp. and FIU Foundation Inc., $1.9M; and higher conference revenue and an unbudgeted insurance reimbursement, $0.1M.	$ 2.9	$ -
Expenses are $1.7M above budget, primarily due to $1.0M in higher event, game, athletic apparel, and uniform costs; $0.6M for the early distribution of Summer B scholarships originally budgeted for the next fiscal year; and $0.1M in higher temporary employee costs.	$ (1.7)	$ -
Student Activity and Service Variance: Revenues $1.0M, Expenses $1.8M		
Operating revenues are higher than plan due to higher Student Activity and Service Fee revenues as a result of higher student credit hour enrollment.	$ 1.0	$ -
The favorable variance of $1.8M is primarily due to savings from vacant positions and staff turnover mainly in the student unions, student recreation centers, and student supported activities, $1.6M, and saving in other expenses, $0.2M.	$ 1.8	$ -
Technology Fee: Revenues $0.6M, Expenses $0.6M		
Operating revenues are higher than plan due to higher Technology Fee revenues from higher student credit hour enrollment.	$ 0.6	$ -
Expenses are $0.6M below target, primarily due to $0.5M in delayed project spending and $0.2M in salary savings from delayed hires and staff turnover, partially offset by $0.1M in higher-than-anticipated operating capital outlay equipment purchases.	$ 0.6	$ -
Board Approved Fees: Revenues $0.1M, Expenses -$0.1M		
Revenues are above plan by $104K or 25%, due to more than anticipated students reaching the minimum eligibility threshold of seventy credit hours to be assessed the Bar Test Prep Fee.	$ 0.1	$ -
Expenses are above plan by $60K or 14% due to the increased cost associated with a greater number of students reaching the 70-credit hour eligibility threshold.	$ (0.1)	$ -

Florida International University
Financial Performance Overview
Fiscal Year 2025-26

Financial Highlights:	**Real**	**Timing**
Contracts and Grants Variance: Revenues -$21.2M, Expenses $15.9M		
Sponsored Research:		
Revenues are $10.1M below budget, driven primarily by shortfalls in federal ($13.4M) and other sponsored projects ($1.0M), partially offset by $4.7M in higher state sponsored project revenues. Sponsored research administration revenue was also $0.5M below budget due to prior-year activity adjustments.	$ (10.1)	$ -
Expenditures are $4.3M below budget, primarily due to $12.7M in lower spending on federal and other sponsored projects, partially offset by $4.0M in higher state sponsored project expenses. The variance was further offset by $4.5M in unbudgeted write-offs of unallowable or terminated project costs and higher-than-expected Facilities and Administrative (F&A) commitments by colleges, units, centers, and researchers.	$ 4.3	$ -
External Contracts:		
Revenues are $11.1M below plan primarily due to lower reimbursements from the DSO's in support of academic units, University Advancement, the President's Office, and Student Affairs. Lower incidental revenue of $0.5M related to the College of Medicine Clinical and Education programs and the Center for Internet Augmented Research & Assessment (CIARA) are fully offset by $0.5M in additional matching revenue from Baptist Health South Florida for Nursing LINE scholarships.	$ (11.1)	$ -
Expenses are $11.6M under budget, driven primarily by $10.3M in lower personnel and other reimbursable expenses from the FIU Foundation Inc., as well as $1.9M in lower contract expenses for College of Medicine programs and the Center for Internet Augmented Research and Assessment (CIARA). These savings were partially offset by $0.5M of unbudgeted expenses associated with matching revenue from Baptist Health South Florida for Nursing LINE scholarships.	$ 11.6	$ -
Student Financial Aid Variance: Revenues $4.9M, Expenses -$5.7M		
Operating revenues are $4.9M, or 2%, above target, driven primarily by higher Institutional Aid revenues of $2.9M from increased student credit hours and the related 30% tuition differential fee allocation, as well as higher Bright Futures, $2.4M, and Pell Grant, $2.1M, revenues. These increases were partially offset by lower donor-related scholarship revenues, ($2.1M), and other student financial aid revenues, ($0.4M).	$ 4.9	$ -
Operating expenses are $5.7M, or 2%, above budget, primarily due to higher Bright Futures, ($5.7M), and Pell Grant, ($2.0M), awards. These increases were partially offset by lower expenses for donor-related scholarships, $1.2M; financial aid administration, $0.3M; and other student financial aid programs, $0.4M.	$ (5.7)	$ -
Concessions Variance: Revenues $0.4M, Expenses $0.1M		
Operating revenues exceeded plan due to delayed Coca-Cola contract revenues and higher Coca-Cola and snack vending sales commissions.	$ 0.4	$ -
The $116K unfavorable variance is primarily due to lower spending on university events, $108K, and reduced vending operations costs, $8K.	$ 0.1	$ -
FIU Athletic Finance Corp. Variance: Revenues $1.2M, Expenses $0.5M		
Operating revenues are higher than projected due to additional game guarantee and sponsorship revenues.	$ 1.2	$ -
Operating expenses are lower than budget due to a cabling project in the stadium which will not take place, $0.3M, and less game-related expenses, $0.2M.	$ 0.5	$ -

Florida International University
Financial Performance Overview
Fiscal Year 2025-26

Financial Highlights:	**Real**	**Timing**
FIU Foundation Inc. Variance: Revenues $1.9M, Expenses $5.9M		
The $1.9M favorable revenue variance is primarily due to greater cash contributions.	$ 1.9	$ -
The $5.9M favorable expense variance reflects delayed capital project expenses in support of the university, $7.7M; savings in FIU Foundation Inc. from vacant positions and professional services, $1.6M; and other expense savings, $0.2M; offset by higher scholarship and program expenses in support of the university, ($3.6M).	$ 5.9	$ -
FIU HealthCare Network Variance: Revenues -$2.4M, Expenses $6.5M		
Operating revenues are $2.4M lower than estimates due to lower revenues from the Graduate Medical Education (GME) program, the Neuropathology lab, and clinical compensation.	$ (2.4)	$ -
Expenses are $6.5M lower than budget due to savings from Graduate Medical Education (GME) program administrative and clinical vacancies, $2.5M, and delayed capital outlay expenses of research infrastructure and equipment and research activities which will begin later than initially anticipated, $4.0M.	$ 6.5	$ -
FIU Children's Alliance for Research & Education Inc. Variance: Revenues -$21.7M, Expenses $22.5M		
The unfavorable variance of $21.7M is primarily due to the delayed receipt of Florida's Medicaid Intergovernmental Transfer, which was received in FY 2026-27. Through the fourth quarter, CARE received $5.9M, which was placed in the Strategic Reserve Pool and recorded as deferred revenue. These funds are recognized as revenue once approved for use by the Steering Committee. FIU CARE recognized $3.9M in revenue following Steering Committee approval for unrestricted mission support, reimbursement of prior-year Intergovernmental Transfer payments, and other operating costs.	$ (21.7)	$ -
Operating expenses primarily consist of Intergovernmental Transfer (IGT) payments made to the Agency for Health Care Administration (AHCA) for Medicaid-related activity. As of the fourth quarter, CARE has not recorded any IGT payments, resulting in a $22.1M favorable variance. An additional $0.4M in savings is attributable to a funding source change for the Pediatric Chair position.	$ 22.5	$ -
FIU Research Foundation Variance: Revenues -$0.2M, Expenses $0.0M		
Revenues are below target due to later than planned receipt of installment payments of royalty revenues.	$ (0.2)	$ -
Operating expenses are on plan.	$ 0.0	$ -
Interfund Adjustments Variance: Revenues $0.7M, Expenses -$0.7M		
Less institutional aid support.	$ 0.7	$ -
Less institutional aid support.	$ (0.7)	$ -
Net Investment Returns: $54.1M		
University Treasury investments fiscal year-to-date returns are 6.6% representing investment revenues of $41.5M. Net investment revenues of $39.7M — comprised of $27.6M of realized investment earnings, $13.9M of unrealized gains, and Treasury operating expenses of $1.8M — are $19.9M 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 $2.1M above target. Lastly, investment income and unrealized gains from the Self-Insurance Program fund are $0.4M above plan.		

Florida International University
Financial Performance Overview
Fiscal Year 2025-26

Financial Highlights:	**Real**	**Timing**
FIU Foundation Inc. investments fiscal year-to-date returns are 14.9% or $58.3M, generating a favorable variance of $31.4M. Investment returns for the full fiscal year were budgeted at 6.0%, or $26.9M. Investment earnings of $1.3M in the FIU HealthCare Network and FIU Children's Alliance for Research & Education Inc. are $0.3M higher than target.		
Principal Payments of Debt: $0.0M		
Principal payments of debt are on target.	$ -	$ -

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 CHARTER

1. Overall Purpose/Objectives

The Finance and Facilities Committee ("Committee") is a committee of the Florida International University Board of Trustees ("Board"), whose members are appointed by the Chairperson of the Board. The general purpose of the Committee is to provide review, policy guidance and strategic oversight of the University's financial matters, financial reporting statements, campus master planning activities and other real estate type activities for both the University and its direct support organizations ("DSO").

For University financial matters, the Committee will review actions to be presented to the Board and provide a recommendation. This includes, but is not limited to, the annual University budget and all tuition, room rents, and other student fees that are required by state statute to be approved by the Board. The committee will schedule and periodically review financial reports from the university's DSO.

For campus master planning and other real estate matters, the Committee will coordinate the campus master planning process and provide recommendations to the Board for action. The Committee will annually review the capital improvement plan submissions to the Board of Governors and State legislature, and periodically review programs that ensure the maintenance and safety of University facilities. The Committee will review any real estate related projects or facilities involving the University or any of its DSOs, or any other University entities that may arise in the future by whatever designation, and make recommendations to the full Board. The Committee will participate in, review and approve the planning process for any DSO-initiated program that will materially affect the University either financially or in reputation, or involve any real estate related matters on or off campus.

2. Authority

The Board authorizes the Committee to :

2.1 Perform activities within the capacity of its charter.

2.2 Participate, through the Chair of the Board of Trustees, in the process of the appointment and dismissal of the Senior Vice President and Chief Financial Officer.

2.3 Engage independent counsel and other advisers as it deems necessary to carry out its duties, with approval of the Board or the President.

2.4 Have unrestricted access to management, faculty and employees of the University and its DSOs, as well as to all books, records, and facilities thereof.

3. Organization Membership

3.1 The Chair of the Board of Trustees will appoint the chair and members of the Committee.

3.2 The Committee consists of at least five (5) members, all of whom are voting Trustees of the University.

3.3 A majority of Committee members, if not all, shall possess general accounting, business and financial knowledge, including the ability to read and understand fundamental financial statements.

3.3.1 If possible, the Committee will include at least one member who is a "accounting or financial expert"; a person who has an understanding of generally accepted accounting principles and financial statements; the ability to assess the application of these principles in connection with accounting for estimates, accruals and reserves; and an understanding of committee functions; experience preparing financial statements, or experience actively supervising persons engaged in such activities. The person must have acquired these attributes through one or more of the following: education or experience actually doing these functions or similar ones; actively supervising someone who is performing these functions or similar ones; experience overseeing or assessing the performance of companies or public accountants who are preparing or evaluating financial statements; or other relevant experience.

3.4 Members will serve on the Committee until their resignation or replacement by the Chair of the Board.

4. Meetings

4.1 A simple majority of the members of the Committee will constitute a quorum for the transaction of business.

4.2 Meetings shall be held not less than four (4) times per year and shall correspond with the University's financial reporting cycle.

4.3 The Committee shall maintain written minutes of its meetings, and for the Committee Chair to approve each meeting's agenda.

4.4 The Senior Vice President and Chief Financial Officer, who has operational responsibility for facilities planning, will be the liaison to the Committee from the FIU Administration. Said Senior Vice President and Chief Financial Officer will regularly meet and correspond with the Chair of the Committee and in consultation

with the Chair, prepare the agenda for meetings of the Committee. Said Senior Vice President and Chief Financial Officer will further advise and keep informed, as needed, both the President and the Chair of the Board on a regular basis regarding matters brought before and actions taken by the Committee.

4.5 The Committee shall provide regular updates of Committee activities to the Board for matters within the Committee's area of responsibility.

4.6 The Committee may request special presentations or reports that may enhance members' understanding of their responsibilities.

4.7 It is the intent of the Committee for matters within its purview to come before the Committee as early as possible so that the Committee can issue its recommendations and exercise its oversight at the beginning of any particular project or matter.

5. Roles and Responsibilities

With regard to each item listed below, the Committee will:

5.1 Review the annual operating budgets of the University and recommend appropriate action to the Board.

5.2 Review the financial statements of the University's DSOs, making recommendations for action to the Board as needed; (frequency of review is at the discretion of the Committee, but will be not less than once each year).

5.3 Review the annual capital budget request of the University and recommend appropriate action to the Board.

5.4 Review annual (or interim) changes to the University's tuition and fees and any related policy changes, and recommend appropriate action to the Board.

5.5 Review and approve material, non-mandated changes to accounting policies and practices.

5.6 Advise Senior Management, based upon the Committee's review, whether the Committee believes that the annual audited financial statements (including the footnotes) contain any material misstatements or omissions.

5.7 Review with Senior Management at the completion of the annual financial statement audit:

5.7.1 the University's annual financial statements and related footnotes, including their degree of clarity;

5.7.2 the Auditor General's opinion regarding the financial statements;

5.7.3 any significant changes required to the state auditor's audit plan;

5.7.4 any difficulties or disputes with management encountered during the audit, including an overall assessment of management cooperation;

5.7.5 the University's accounting principles, including the consistency, appropriateness and quality (not just acceptability) thereof, with particular emphasis on sensitive accounting estimates and accruals;

5.7.6 the University's overall level of compliance with governmental regulations;

5.7.7 reports concerning internal controls, including significant findings and recommendations and management's response;

5.7.8 other matters that should be communicated to the Committee under generally accepted generally accepted auditing standards; and

5.7.9 any other financial filings required by law or regulation.

5.8 Consult annually with the CFO regarding the integrity of the University's financial reporting processes and related internal controls.

5.9 Become familiar with the current campus master plan and the philosophies behind its development.

5.10 Understand the statutorily required process and frequency of updates to the plan.

5.11 Recommend amendments to the plan to the Board.

5.12 Recommend appropriate action regarding the acquisition and disposition of real property.

5.13 Review material proposed additions to and renovations of existing facilities, to include facilities of the University and DSOs.

5.14 Review and recommend to the Board the annual list of capital improvements for funding by the Legislature.

5.15 Periodically review and recommend to the Board matters and facilities relating specifically to student housing, both on and off campus and further review a long• term strategic planning program for said student housing.

5.16 Participate in the planning process for any DSO involvement in capital projects that affect the University either financially or in reputation or involve any real estate.

5.17 Review, provide oversight with respect to, and provide recommendations to the Board for any actions that may be required stemming from a DSO initiated capital project.

5.18 Review the effectiveness of the various University and DSO organizations in maintaining the buildings and grounds that are responsibilities of the Board.

5.19 Review the effectiveness of University law enforcement in protecting the physical assets of the University and providing a safe environment for the various University constituencies.

5.20 Review the effectiveness of the campus organizations responsible for environmental health and safety both in the buildings and on the grounds.

5.21 Provide recommended action items to the Board on all of the items above to the Board when necessary.

5.22 Regularly update the Board about Committee activities and make appropriate recommendations.

5.23 Ensure the Board is aware of matters within the purview or responsibility of the Committee that may significantly impact the financial condition or legal liability of the University.

5.24 Review the Committee charter at least every three (3) years and discuss any required changes with the Board.

5.25 Ensure that the charter is approved or reapproved by the Board, after each update.

Adopted December 1, 2016; Amended September 18, 2019; Amended September 14, 2023

FLORIDA INTERNATIONAL UNIVERSITY

September 17, 2026

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, 2026 (in millions)

	Budget	Actual	Variance
Revenues	$0.9M	$2.4M	$1.5M

Favorable results were due to higher-than-expected donor support, with unbudgeted contributions received.

September 17, 2026

Athletics Finance Corporation

FIU Athletics Finance Corporation
Unaudited Preliminary Recap
Through the Period Ended June 30, 2026 (in thousands)

	Budget	Actual	Variance
Revenues	$6.6M	$7.9M	$1.3M
Expenses	$3.1M	$2.6M	$0.5M

1. Revenue:
   - Favorable results were primarily due to CUSA/NCAA Distribution which came in higher than originally budgeted, along with increased sponsorship revenue from a new contract with Coca-Cola.
2. Expenses:
   - Favorable results were driven by the strategic pacing of projects and lower-than-expected game day operating costs.
3. Debt Service Ratio:
   - No issues were faced with meeting the debt service ratio, indicating financial stability.

FIU Board of Trustees

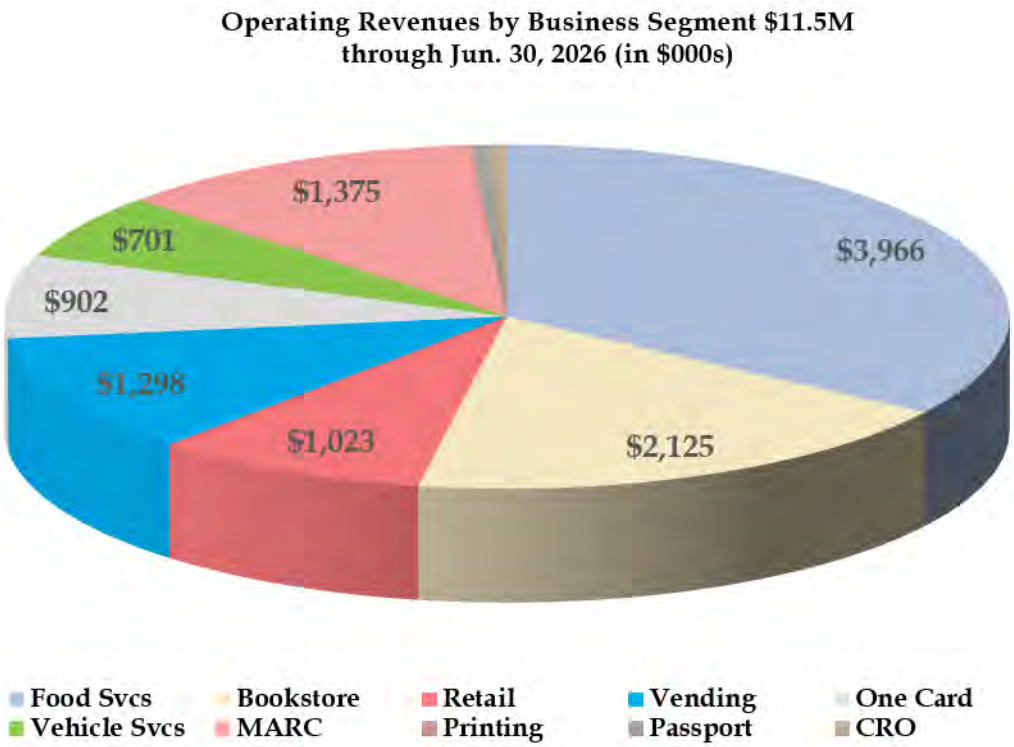
September 17, 2026

Business Services Report as of June 30, 2026

QUICK FACTS

The Office of Business Services (OBS) manages more than 60 food and retail venues, beverage, and snack vending, the 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, 2026, OBS managed sales operations of $60.1M, representing $11.5M in revenue and support to FIU.



FOOD SERVICES

Food Services sales of $30.4M generated $4.0M in revenue and support to FIU and are 23% ahead of plan and 44% below the prior year. The variance from the prior year is due to a one-time $3.7M payment from Chartwells for the Housing Dining Facility capital project. Excluding one-time payments, revenue is up 7% year-over-year.

April DIY Event

As part of Panther Dining's student engagement efforts, students were offered refreshing lemonade with customizable garnishes, including fruit and flavored syrups. The event provided an opportunity to gather student feedback on Panther Dining, enhance student engagement during finals week, and share information about meal plans while students took a break from studying for exams.

TU Taco Opening

Tu Taco opened as a new dining option next to Roary's Bay Café. The new concept offers a variety of customizable favorites, including tacos, nachos, Crunchwraps, and bowls, giving students an additional convenient dining option on campus. The response from the campus community was immediate, with Tu Taco receiving 45 orders on its very first day of operation. Since opening, the location has continued to see strong engagement from students looking for quick, customizable meals between classes and throughout the day.

BOOKSTORE

Bookstore sales of $23.6M generated $2.3M in commissions and support to FIU. Commissions are ahead of plan by 11% and ahead of prior year by 11%.

Barnes & Noble and FIU continued to offer the First Day® Inclusive Access Program, known as the FIU Panther Book Pack. Participation rate for the Spring 2026 semester was 80.3%, the highest ever. 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 $44.4M. 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 91% 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 2026	**$5.6M**	**80.3%**
Fall 2025	$5.2M	77.0%
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%

Barnes & Noble Gift Cards

During Q4, Barnes & Noble at FIU introduced custom FIU bookstore gift cards, available in both physical and digital formats. The new offering provides a convenient payment option for textbooks, technology, apparel, school supplies, and other campus merchandise.



VENDING

Vending sales of $1.9M generated $1.3M in commissions and support to FIU. Year-to-date, vending commissions are 44% above plan and 52% above the prior year. The variance from plan is primarily due to the timing of Coca-Cola's minimum annual guarantee as well as higher sales and corresponding commissions from both snack and beverage vending operations.

There are over 200 machines across the Modesto A. Maidique Campus (MMC), Biscayne Bay Campus (BBC), and the Engineering Center (EC).

Coca-Cola

Across MMC, BBC, and EC, vending sales of $985K were ahead of plan by 53% and prior year by 77%. Commissions for Coca-Cola are guaranteed through a minimum annual guarantee of $300K and an annual pouring rights sponsorship of $340K.

Canteen Vending

Canteen Vending snack sales of $910K generated $313K in commissions, which is 22% ahead of plan and 5% ahead of the prior year. The year-over-year variance is primarily due to a $22K increase in the vendor's minimum annual guarantee at the beginning of the fiscal year as well as higher sales and corresponding commissions in Q4.

FIFA World Cup Trophy Tour

During the fourth quarter, Business Services continued to leverage its contractual partnership with Coca-Cola to support student and community engagement and professional development initiatives. Educational resources and industry expertise were incorporated into the Hospitality Speaker Series, providing students with additional opportunities to engage with industry professionals. The partnership also included exclusive student and community engagement opportunities connected to FIFA World Cup activations, including bringing the World Cup Trophy Tour to Pitbull Stadium at FIU, further enhancing campus programming and experiential learning.



RETAIL OPERATIONS AND PROPERTY MANAGEMENT

OBS manages over 20 internal and external retail operations across MMC and BBC. Retail sales of $1.1M generated $93K in commissions, which is 18% below plan and 16% below the prior year. Year-over-year variance is due to lower sales and corresponding commissions from business partners. Rental income of $929K was 2% behind plan and 21% below the prior year. Year-over-year variance is primarily due to the Wells Fargo and CSI Pediatric Services contract terminations.

University Credit Union

The University Credit Union introduced a new FIU-branded Visa Debit Card, providing students, faculty, staff, alumni, and community members with an additional banking option that reflects FIU school pride. The partnership represents a continued collaboration to expand financial services

and resources available to the university community while strengthening relationships with campus partners.

To commemorate the expansion of the partnership, Business Services and the University Credit Union hosted a ribbon-cutting ceremony celebrating the opening of the new branch campus location at the Gold Parking Garage. The event marked an important milestone in increasing access to financial services for the FIU community and highlighted the university's commitment to providing convenient, on-campus resources that support students, faculty, and staff.





Panther Tech Vending

Panther Tech expanded access to technology resources by adding two new vending machines at Parking Garage 5 and the Engineering Center, in addition to the existing location in the Green Library. The expanded network provides students with 24-hour access to essential technology accessories, including chargers, cables, headphones, and other commonly needed items, improving convenience and supporting academic success across multiple campus locations.

MARC BUILDING

Through Q4, MARC Building revenues of $1.4M were 11% ahead of plan and 1% below the prior year. Building occupancy is 100%. Year-over-year variance is primarily due to lower room rentals of the MARC Pavilion.

VEHICLE SERVICES

Through Q4, Vehicle Services revenues of $701K were in line with plan and 6% higher than prior year. The year-over-year variance is primarily due to higher fuel revenue as a result of higher fuel prices.

Expansion of Maintenance Capacity Through New Motor Pool Awning

FIU Vehicle Services successfully secured funding for the installation of a new maintenance awning at the Motor Pool. This enhancement expands the shop's functional workspace beyond the five interior service bays and rear lift, allowing Transdev technicians to safely perform maintenance and repairs outdoors when indoor bays are occupied.

The new covered work area will:

- Increase overall shop capacity and operational efficiency.
- Reduce vehicle downtime by allowing multiple repairs to occur simultaneously.
- Improve technician safety and productivity by protecting from South Florida's weather conditions.
- Protect University assets from unnecessary exposure during service.
- Support faster turnaround times and improved customer service for campus departments.

This infrastructure investment strengthens FIU's ability to maintain a growing fleet while maximizing the utilization of existing maintenance resources.

Centralization of FIU Marine Fleet Maintenance Operations

FIU has successfully transitioned the maintenance and repair of its Marine Fleet to Transdev under the University's existing fleet maintenance program. This initiative centralizes the management of all University-owned marine assets, creating a more efficient and financially sustainable maintenance operation.

FIU ONECARD

The FIU One Card office maintained successful operations throughout the Spring & Summer 2026 semesters, issuing approximately 6,750 new cards and bringing the total to 22,650 cards for students and faculty/staff.

Through Q4, FIU One Card revenues of $902K were 11% ahead of plan and 32% below the prior year. The year-over-year variance is primarily due to the Wells Fargo contract termination payout in Q4 FY25. Student ID fees are ahead of plan by 10% and the prior year by 4%.

FIU PASSPORT OFFICE

Passport Services @ FIU officially opened in September 2025, providing convenient on-campus first-time passport applications, renewal services, and photo services for students, faculty, staff, and the local community. By the end of Q4, the Passport Office had completed 496 passport applications and photo service transactions. Additionally, TSA Pre-Check/Clear services were added in November 2025 and recorded an additional 163 sign-ups by the end of Q4.

Through Q4, the Passport Office generated revenues of $54K, which is 73% below plan. The variance from budget is due to the office opening later than assumed in the budgeted revenues.

MARKETING

shopFIU Website Revamp

A key project for the shopFIU marketing team this spring was a full website revamp. The shopFIU team worked alongside FIU's Enterprise Web Services team, and the new site launched on 7/6/2026. Key enhancements include:

- Hours of Operation, the page with the most traffic on our site, has been enhanced for a smoother user experience. Hours of operation are now dynamically linked throughout the site, removing the need to manually update multiple touchpoints when edits are required.
- Homepage banners can now incorporate more than one call to action (CTA).
- The site menu now includes built-in CTAs.
- Working with the University's EWS team allowed the shopFIU team to produce a look and feel that is in line with current FIU websites.
- The updated site improves speed and overall user experience.

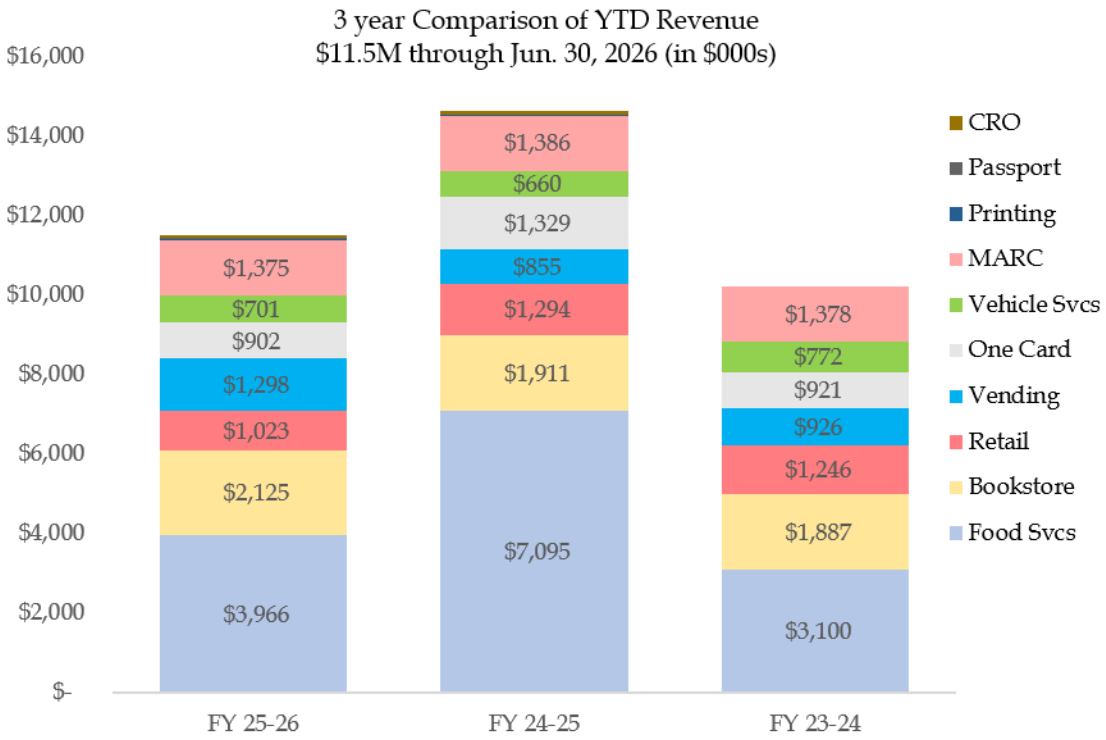
Leveraging community FIFA energy to elevate shopFIU Brand Engagement

In connection with the FIFA events held in the United States during the summer, the shopFIU team supported several FIFA-related events and engagement opportunities.

- In early May, through the University's partnership with Coca-Cola, the FIFA trophy tour was showcased at Pitbull Stadium. OBS spearheaded a cross-functional team at FIU to ensure that the communications regarding the event were streamlined and optimized.
- shopFIU hosted a social media contest to give away a pair of FIFA tickets to the Colombia vs. Portugal match in Miami. The team used shopFIU's Instagram platform, and this contest drew record-breaking engagement. This experience elevated the shopFIU brand and supports the ongoing goal of growing and sustaining brand engagement.
- The shopFIU team worked with Coca-Cola and Panther Dining to ensure there were promotions taking place at Chili's during FIFA games that aligned with their hours of operation. Further, Coca-Cola was able to provide FIFA-related giveaways, so these items are also being featured to encourage the community to attend FIFA viewing opportunities.

3-YEAR COMPARISON OF YTD FIU REVENUE

Through the fourth quarter ended June 30, 2026, $60.1M in sales generated $11.5M in revenue and support to FIU.



FY24-25 Food Services revenues include a one-time $3.7M payment from Chartwells for the new Housing Dining Facility. FY25-26 Food Services revenues include a one-time $0.3M payment from Chartwells for the same facility.

FIU Board of Trustees

September 17, 2026

Emergency Management Report as of June 30, 2026

Report (For Information Only – no action required)

No updates.

Finance and Facilities Committee Meeting

5.4 Facilities Major Projects Update

September 17, 2026

Major Projects Portfolio Overview

14
Total Projects
Active & Planning

$1.65B
Combined Budget
Total Portfolio Value

9
In Construction
Projects Underway

4
In Design
Various Stages

1
In Planning
Various Stages

Project	Stage	Budget	Status	Completion
Sunblazer Hall	Construction	$248.1M	On Track	Jun 2028
Shaham Academic Medical Center	Construction	$212.4M	On Track	Dec 2027
Innovation Building (Phase II)	Construction	$100.6M	At Risk	May 2028
Graham Center Expansion	Design (50% CDs)	$56.3M	At Risk	Jul 2029
UniversityCity Prosperity (UCPP)	Construction	$45.6M	On Track	Apr 2027
CasaCuba	Construction	$41.1M	On Track	Nov 2027
Bell Chapel	Construction	$38.5M	At Risk	Dec 2026
Wolfsonian Expansion	Design (DD)	$20.0M	Caution	TBD
Student Health Center	Design (100% CDs)	$12.6M	Caution	May 2028
Residential Dining Facility	Construction	$12.6M	At Risk	Aug 2027
RASCCAR Laboratory	Design (CSD)	$12.6M	On Track	Jun 2028
CASE Renovation	Construction	$9.7M	On Track	Jan 2027
Primera Casa Hardening Project	Construction	$4.3M	On Track	Dec 2026
Full-Scale NICHE Water/Wind Facility	Program	$833.4M	On Track	Jan 2034

Sunblazer Hall

BT-946 | Construction

D Design | S Schedule | B Budget | C Constr.



Studio units and one-, two-, and four-bedroom suites totaling 1,174 beds, student lounges, offices, residential support, maker space, and retail (497,690 gsf).

$248,116,026

TOTAL PROJECT BUDGET

Construction	**$207,970,989**
Professional Fees	**$10,384,706**
FFE & Other	**$18,119,891**
Contingency	**$11,640,440**

FUNDING SOURCES

Auxiliary / Treasury Sources	$25,000,000
Bonds (maximum)	$217,342,758
Net Issuance Cost/Interest	$5,773,268

STATUS SUMMARY

Design: 100% CDs received Dec 5, 2025.

Schedule: Utility relocation permit issued Jan 14, 2026. Foundation permit issued Mar 5, 2026. Vertical construction Jul 1, 2026. Completion Jun 30, 2028.

Budget: Bonds approved Jan 28, 2026 and sold Apr 17, 2026. 100% CD GMP within budget. Second amendment to CM agreement executed May 6, 2026.

Construction: Utility relocation and foundation completed Jul 31, 2026. Deck pours as high as Floor 5 scheduled through August 2026. Material laydown area in closed road. Contractor parking in Fairgrounds.

UPCOMING

- Core and shell work continues on building
- Seawall and site drainage work continues

SHOWSTOPPERS

⚠ Schedule remains tight for June 30, 2028 TCO and Fall semester opening.

A/E: Zyscovich | CM: Moss Construction | PM: Martha Torres

Helen and Jacob Shaham Academic Medical Center

BT-942 | Construction

D Design | S Schedule | B Budget | C Constr.



FIU-Baptist Health partnership: 7-story outpatient clinic (158,518 gsf) with imaging, surgical services, plus 8-story 1,200-car parking garage.

$212,383,188

TOTAL PROJECT BUDGET

Construction	**$162,307,242**
Professional Fees	**$8,448,119**
Other Costs	**$7,940,760**
Contingency	**$8,720,730**
Total Project Cost	**$187,416,851**

FUNDING SOURCES

FY 23-24 PECO	$5,000,000
FY 24-25 PECO	$100,000,000
FY 25-26 PECO	$53,691,594
FY 26-27 PECO	$53,691,594

STATUS SUMMARY

Design: 100% CDs received 1/23/26.

Schedule: Demolition started Jan 2026. Scheduled completion Dec 31, 2027.

Budget: 100% CD GMP of $162M received Apr 14, 2026, within budget. Amendment 3 to CM agreement executed Jul 13, 2026.

Construction: Master permit issued Jun 15, 2026. Core and shell work in progress for building. As of Jul 31, 2026, concrete pours through Level 6 and LINAC vault have been completed. Utility relocations and foundations ongoing for garage.

UPCOMING

- Topping out of structure
- Final structural engineering report, pricing, and schedule for 8th floor addition.
- WASD water line relocation

SHOWSTOPPERS

⚠ Risk of scope creep in technology budget

⚠ Scope to add 8th floor could impact delivery schedule of building.

⚠ WASD delay of water line relocation could push delivery of garage to May 2028.

A/E: Stantec | CM: Robins & Morton / Thornton JV | PM: J. Greenawalt, Hammes Healthcare

Innovation Building (Phase II)

BT-938 | Construction

D Design | S Schedule | B Budget | C Constr.



89,538 gsf engineering building at MMC connected to Phase I. Classrooms, teaching labs, research labs, offices, and instructional media spaces.

$100,566,473

TOTAL PROJECT BUDGET

Construction	**$74,493,684**
Professional Fees	**$5,188,131**
FFE & Other	**$16,259,787**
Contingency	**$4,624,871**

FUNDING SOURCES

FY 22-23 PECO (SFRF)	$33,500,000
FY 23-24 PECO	$15,150,000
FY 23-24 PECO Honors College Reappropriation	$11,000,000
HWCOM Commitment	$13,500,000
ORED / E&G CF / Treasury	$27,416,473

STATUS SUMMARY

Design: 100% CDs received Mar 31, 2026.

Schedule: Delays due to program revision and decision-making process. Foundation permit issued Jun 25, 2026. Scheduled completion is May 15, 2028.

Budget: Full funding in place. Risk to $33.5M SFRF component (Dec 31, 2026 deadline). Amendment 3 to CM agreement executed Jul 10, 2026 incorporating trade work through 90% CDs.

Construction: Early procurement CM agreement amendment executed May 6, 2026 will expedite $33,890,643 in total expenditures ($34.3M in projected total expenditures as of Jul 31, 2026). Foundations have started. Elevator pit concrete pour and partial foundations will be completed Aug 11, 2026.

UPCOMING

- Amendment 4 incorporating 100% construction document scope
- Master permit
- Foundation work continues

SHOWSTOPPERS

⚠ SFRF deadline 12/31/26 — Unexpended remainder of $33.5M at risk

A/E: Perkins + Will | CM: Skanska USA Building, Inc. | PM: Alfredo Becquer

Graham Center Expansion

BT-921 | Design (50% Construction Documents)

D Design | S Schedule | B Budget | C Constr.



Expand programming spaces by 49,433 gsf: new 1,000-seat ballroom, breakout rooms, green rooms, lounges, storage, and student spaces.

$56,255,655

TOTAL PROJECT BUDGET

Construction	**$47,873,555**
Professional Fees	**$2,800,603**
Other Costs	**$2,763,097**
Contingency	**$2,818,400**

FUNDING SOURCES

CITF (FY17-18 thru FY25-26)	$36,034,862
Pending CITF Transfer	$10,000,000
Student Affairs Auxiliary	$2,000,000
Business Svcs / GC Aux	$1,472,835
CITF (FY26-27 Pending)	$6,747,958

STATUS SUMMARY

Design: Design development (DD) deliverable received Jun 9, 2026. 50% CD deliverable due end of Nov 2026.

Schedule: 27-month construction schedule anticipated driven by glazing lead-time and construction phasing to minimize impacts to existing ballrooms.

Budget: DD estimate received Jul 10, 2026 exceeds budget by $7.7M, includes estimated $1.1M contractor parking and staging cost and $360K FPL utility relocation cost. $4.0M in accepted VE options under review.

Construction: Anticipated Spring 2027 construction start. Delivery Jul 2029. Decision to reduce program or wait for FY27-28 CITF needs to be made in Aug 2026 to stay on schedule.

UPCOMING

- 50% CD design deliverable
- Aug 14, 2026 budget meeting to discuss redesign or additional FY27-28 CITF funding
- GMP by end of Jan 2027

SHOWSTOPPERS

⚠ Scope creep driving budget beyond VE ability, requiring redesign or additional funding.
⚠ Construction start will de delayed one year if FY 27-28 CITF funding is needed.

A/E: Ikon.5 Architects | CM: Barr & Barr | PM: Patty Ruiz

UniversityCity Prosperity Project (UCPP)

BT-904 | Construction (FDOT Project)

D Design | S Schedule | B Budget | C Constr.



FDOT project for a new pedestrian bridge over SW 8th Street, enhancing safety and connectivity for the FIU campus community.

$45,574,153

TOTAL PROJECT BUDGET

Construction	**$37,975,958**
Professional Fees	**$4,082,402**
Inspection Services	**$3,515,793**

FUNDING SOURCES

FDOT Contribution	$28,480,027
TIGER Grant	$5,595,963
Auxiliary & Enterprise Dev.	$1,836,139
City of Sweetwater / Tech Fee	$219,596
Construction Settlement Funds	$9,442,428

STATUS SUMMARY

Design: Completed.

Schedule: 8% (67 days) behind contract schedule.

Budget: 2.8% ($662K) estimated contract cost overrun.

Construction: Delivery date 4/16/27. No material cost escalation anticipated.

UPCOMING

- Periodic closures of SW 8th St continue for bridge deck and canopy work.
- Concrete work on pylon, staircases and plazas ongoing.
- Mechanical, electrical, and plumbing work in progress in elevator towers.

A/E: BCC Engineering | CM: DeMoya Highway Infrastructure | PM: CEI: Pinnacle

CasaCuba

BT-925 | Construction

D Design | S Schedule | B Budget | C Constr.



43,714 gsf dynamic center hosting lectures, conferences, exhibits, and research. Will preserve FIU's Cuba-related intellectual and cultural resources.

$41,088,046

TOTAL PROJECT BUDGET

Construction	**$32,214,776**
Professional Fees	**$2,079,447**
FFE & Other	**$4,891,599**
Contingency	**$1,902,224**

FUNDING SOURCES

Private Donations	$33,581,732
Knight Foundation/Cultural Grant	$3,503,000
NEH Grant	$750,000
Mackenzie Scott Endowment	$3,253,314

STATUS SUMMARY

Design: A/E redesigned multiple times to hold budget. 100% CDs received Dec 17, 2025.

Schedule: Construction started Jun 18, 2026. Completion Nov 22, 2027.

Budget: 100% CD GMP received May 4, 2026, within budget.

Construction: CM agreement amendment executed Jun 17, 2026. Sitework and utility relocation in progress.

UPCOMING

- Site work and utility relocation completion
- Start of foundations

A/E: HKS | CM: Thornton Construction | PM: Maria Guillem

Trish and Dan Bell Chapel/East Loop Road Realignment

BT-927/BT-929 | Construction

D Design | S Schedule | B Budget | C Constr.



18,282 gsf multi-faith chapel with capacity for 224 people to accommodate the plurality of faiths and perspectives at FIU. Serves as a gathering place for worship, contemplation, and mutual understanding.

$38,523,478

TOTAL PROJECT BUDGET

Construction	**$35,527,483**
Professional Fees	**$1,693,327**
FFE & Other	**$991,687**
Contingency	**$310,981**

FUNDING SOURCES

Private Funding (Chapel)	$25,897,748
Auxiliary Fund Balances	$3,444,286
CITF Appropriations	$3,000,000
Section 197 Deferred Maint.	$3,519,655
Other Sources	$2,667,414

STATUS SUMMARY

Design: 3rd party peer review found structural defects impacting schedule & budget. Additional steel bracing added during final precast panel installation.

Schedule: 16 months late. Completion date Dec 16, 2026.

Budget: Design & scope increases drove cost from $15.44M to $38.5M.

Construction: Structural remediation work complete and precast concrete panels installed in May 2026. Final inspections and preparations for occupancy of building ongoing.

UPCOMING

- Final inspections
- Temporary Certificate of Occupancy
- Project close out

SHOWSTOPPERS

⚠ Pre-cast panel cracking & steel deflection (3/20/25)

⚠ 3rd party review identified design flaws (9/9/25)

A/E: Gurri Matute | CM: Moss & Associates | PM: Martha Torres

Wolfsonian-FIU Expansion

BT-940 | Design (Design Deliverable)

D Design | S Schedule | B Budget | C Constr.



25,000 to 36,000 net sf expansion of the historic Wolfsonian Museum. New galleries, classrooms, and public program spaces.

$20,000,000

TOTAL PROJECT BUDGET

Construction	**$16,678,090**
Professional Fees	**$1,380,050**
Other Costs	**$1,017,217**
Contingency	**$924,643**

FUNDING SOURCES

Miami-Dade County GO Bond	$10,000,000
City of MB Arts & Cultural Bond	$5,000,000
Cash & Pledged Donations	$888,457
Remaining Funds Needed	$4,111,543

STATUS SUMMARY

Design: Two options based on actual cash vs. full $20M funding. DD design deliverable received Jun 1, 2026.

Schedule: City and HPB presentations scheduled for September and October 2026 respectively.

Budget: $15.8M raised. Revised ASD estimate $16.8M, $102K over budget with VE pending. DD estimate pending design revisions from City Planning and HPB Board comments.

Construction: TBD. Delivery dependent on design & funding reconciliation.

UPCOMING

- Submission of documents for City and HPB approval Sept/Oct 2026.
- Revised DD design submittal based on City ‘s Board comments.
- DD design deliverable cost estimate.

SHOWSTOPPERS

⚠ Mismatch between desired scope and available funding

⚠ Approval needed to proceed into Construction Documents

A/E: Machado Silvetti & Charles Benson | CM: Thornton Construction | PM: Maria Guillem

Student Health Center Expansion

BT-932 | Design (100% Construction Documents)

D Design | S Schedule | B Budget | C Constr.



Expand Student Health facility by 10,808 gsf for clinical, counselling, and advocacy services through purposeful, multi-use space.

$12,600,000

TOTAL PROJECT BUDGET

Construction	**$9,377,320**
Professional Fees	**$809,706**
FFE & Other	**$1,334,319**
Contingency	**$1,078,655**

FUNDING SOURCES

Student Health Services Auxiliary	$12,600,000

STATUS SUMMARY

Design: A/E revised at each milestone; cost estimates indicate budget increase needed. 100% CDs due Sep 25, 2026.

Schedule: Construction start Jan 2027, completion May 2028.

Budget: 50% CD estimate of $11.4M will require project budget increase to $14.5M and BOT approval.

Construction: Projected start January 2027.

UPCOMING

- 100% CD submittal
- 100% CD GMP

SHOWSTOPPERS

⚠ Reconciliation of design and budget required

⚠ BOT approval of final budget needed

A/E: HKS | CM: Pirtle Construction | PM: Maria Guillem

Residential Dining Facility

BT-941 | Construction

D Design | S Schedule | B Budget | C Constr.



14,571 gsf innovative food service facility as a center for student and community engagement, accommodating multiple styles of service and cuisines.

$12,600,000

TOTAL PROJECT BUDGET

Construction	**$9,044,051**
Professional Fees	**$772,744**
FFE & Other	**$2,465, 691**
Contingency	**$317,514**

FUNDING SOURCES

Auxiliary Funds	$12,600,000

STATUS SUMMARY

Design: 100% CDs received Jan 19, 2026.

Schedule: Substantial completion pushed to September 2027 due to delay in gas line relocation. Fall semester 2027 opening at risk.

Budget: 100% CD GMP received Apr 9, 2026, within budget with accepted VE and Presidential approval to increase project budget by 5% to $12,600,000.

Construction: Site clearing and FPL utility relocation work started Jul 6, 2026 and is in progress. Florida City Gas has delayed gas line relocation, pushing start of foundations and project completion.

UPCOMING

- Mobilization of Florida City Gas and start of relocation work
- Completion of utility relocation work and start of foundations

SHOWSTOPPERS

⚠ Florida City Gas delay in gas line relocation may jeopardize opening prior to Fall Semester 2027 start

A/E: Zyscovich | CM: Stobs Construction | PM: Martha Torres

RASCCAR Laboratory Building

BT-945 | Design (Conceptual Schematic Design)

D Design | S Schedule | B Budget | C Constr.



New multi-use laboratory at BBC: Programmed for 13,210 gsf of offices, shared research lab space, manufacturing space for autonomous vehicles, and electronics clean-lab.

$12,551,050

TOTAL PROJECT BUDGET

Construction	**$10,000,386**
Professional Fees	**$852,297**
Other Costs	**$1,118,075**
Contingency	**$580,292**

FUNDING SOURCES

NIST Grant	$6,000,000
Sponsored Research F&A (Pending)	$6,551,050

STATUS SUMMARY

Design: Outline programming complete. A/E agreement awarded Mar 11, 2026. Conceptual layout provided to A/E for program verification. Conceptual schematic options developed pending Presidential review and approval.

Schedule: Grant awarded. Per program, substantial completion by Jun 2028. Construction must complete by Sep 30, 2028.

Budget: Final design will determine viability. Scope reductions may be needed.

Construction: CM agreement executed Apr 22, 2026 for preconstruction services.

UPCOMING

- Conceptual Schematic Design scheme approved by President
- Groundbreaking ceremony for Congresswoman Wilson in December 2026.

SHOWSTOPPERS

⚠ Grant scope may exceed budget

⚠ Scope/budget discipline needed for grant requirements

A/E: Perkins + Will | CM: Kauffman Lynn | PM: Alfredo Becquer

CASE Renovation

BT-931 | Construction

D Design | S Schedule | B Budget | C Constr.



Capital renovation of critical building systems including building envelope, HVAC infrastructure (AHU, VAV replacements, controls).

$9,735,462

TOTAL PROJECT BUDGET

Construction	**$8,864,240**
Professional Fees	**$534,820**
Other Costs	**$52,835**
Contingency	**$283,557**

FUNDING SOURCES

2021-22 PECO/ARPA	$5,844,436
2022-23 PECO/ARPA	$1,305,564
2023-24 E&G CF	$2,585,462

STATUS SUMMARY

Design: Completed. Capital renovation within budget parameters.

Schedule: Additional scope using savings for 3rd & 4th floor VAVs finished February 2026. New scope identified in Test & Balance report and installation of 3rd floor AHUs using balance of savings requires extension to Jan 31, 2027 due to lead time of units.

Budget: $690K in project savings enabling additional work.

Construction: Original scope delivered Dec 31, 2025. Additional scope January 31, 2027.

UPCOMING

- 3rd floor AHU replacements in progress, to finish end of January 2027.

A/E: Rodriguez Architects, Inc | CM: Thornton Construction | PM: Maria Guillem

Primera Casa Hardening Project

FM 18-0351 | Construction

D Design | S Schedule | B Budget | C Constr.



FEMA Hazard Mitigation grant replacing 17,350 SF of windows and 200 SF of doors/louvers with impact-resistant assemblies. Includes roof hardening and HVAC reinforcement.

$4,347,195

TOTAL PROJECT BUDGET

Construction	**$3,646,338**
Professional Fees	**$191,357**
Other Costs	**$266,432**
Contingency	**$243,068**

FUNDING SOURCES

FEMA Hazard Mitigation Grant	$3,260,396
FIU BOT Carry Forward Reserve	$1,086,799

STATUS SUMMARY

Design: Completed Aug 5, 2022.

Schedule: Scheduled completion pushed to Dec 2026 due to replacement of 3 mechanical louvers requiring an engineered solution and custom fabrication. A Period of Performance (POP) increase request was submitted to FDEM on May 8, 2026 to extend the grant deadline to Oct 31, 2026. POP extension was approved May 14, 2026.

Budget: Under budget. Final savings amount TBD after project close-out and budget reconciliation.

Construction: All glazing completed Dec 12, 2025. Louvers installed Jul 24, 2026. Pending final inspection.

UPCOMING

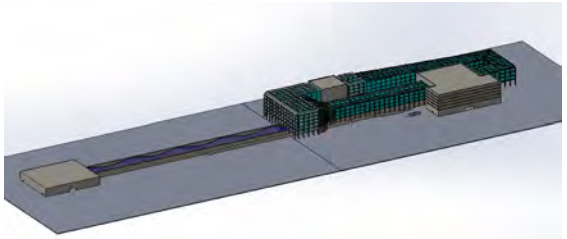
- Agreement amendment for Period of Performance increase
- Blind/shade replacement from project savings
- Project completion and close-out

A/E: Salz Michaelson | CM: Stobs Brothers | PM: Patty Ruiz

Full-Scale NICHE Water/Wind Facility

BT-949 | Planning

D Design | S Schedule | B Budget | C Constr.



A full-scale extreme weather event simulation facility to be located in Doral, FL at the corner of the Florida Turnpike and NW 41st St. capable of producing combined wind, wave, and surge events associated with extreme weather events for purposes of coastal resiliency research and full-scale testing of coastal structures.

$833,350,679

TOTAL PROJECT BUDGET

Construction	$524,196,834
Professional Fees	$49,836,097
Other Costs	$220,790,208
Contingency	$38,527,540

FUNDING SOURCES

NSF Grant	TBD
Sponsored Research F&A (Pending)	TBD

STATUS SUMMARY

Design: Programming in progress. Consultants developing concept scope and budget.

Schedule: Jan 2034 construction completion.

Budget: Final program will determine viability. Scope reductions may be needed. Preliminary $833M budget estimate based on consultant estimates.

Construction: N/A — planning stage.

UPCOMING

- Final program with visioning scope and budget
- A/E and CM solicitations
- Continue value-engineering to refine scope and budget
- Design Completion grant proposal submission

SHOWSTOPPERS

⚠ Grant scope may exceed budget

⚠ Scope/budget discipline needed for grant requirements

⚠ Environmental mitigation costs may jeopardize project viability

A/E: TBD | CM: TBD | PM: Alfredo Becquer

Thank You

Finance and Facilities Committee

Division of Finance & Administration

FM New Minor Projects over $500,000 established 5/1/2026 through 7/31/2026

Purpose: Information to BOT

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
		There were no new minor projects established over $500,000 during this period.						
							$ -	

FIU FLORIDA INTERNATIONAL UNIVERSITY

FM Change Orders over $50K 5/1/2026 through 7/31/2026 (a) & (b)

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	220614	BBC Academic 1 HVAC Upgrades	Carrier Corporation	637	$ 2,827,260.00	$ 2,954,260.00	6	5/13/2026	$ 127,000.00	Install hot tap & sensor kits to avoid building shutdown & draining of the CHW piping. Existing location of current sensors is incorrect. The existing wells do not allow for the installation of new sensors.	PECO Federal Funds
2	190706	Owa Ehan Restrooms Renovation	Stobs Brothers Construction	612	$ 1,552,006.01	$ 1,628,240.23	1	5/14/2026	$ 76,234.22	Owner requiring six additional doors, door hardware, and plumbing attic stock (toilet & lavatory) not requested during design.	PECO Federal Funds
3	190116	Engineering Center Restrooms Renovation	Alleguez Architecture	410	$ 144,042.00	$ 199,862.00	1	6/18/2026	$ 55,820.00	Develop construction document package for Phase 3 restrooms renovation to include rooms 1258/1259/2392/2380/2793/2796/3790/3796/3380/3392.	E&G Carry Forward
4	220613	Green Library Restrooms Renovation	Stobs Brothers Construction	592	$ 1,704,161.58	$ 1,761,381.18	1	7/1/2026	$ 57,219.60	Owner requested to furnish and install 10 automatic door operators.	PECO Federal Funds
5	190706	Owa Ehan Restrooms Renovation	Stobs Brothers Construction	612	$ 1,631,696.01	$ 1,704,709.12	3	7/1/2026	$ 73,013.11	Owner required the replacement of approximately 58 light fixtures and 6,991 SF of ACT tiles.	PECO Federal Funds
6	220125	Green Library HVAC Distribution	Carrier Corporation	508	$ 2,711,525.00	$ 2,796,295.00	7	7/10/2026	$ 84,770.00	Perform layout redesign to 49 VAV boxes to achieve the intended system performance.	HEERF Grant
7	220613	Green Library Restrooms Renovation	Stobs Brothers Construction	592	$ 1,761,381.18	$ 1,813,554.29	2	7/24/2026	$ 52,173.11	Owner requested the renovation of Custodial Rooms on Floors 4 through 8.	PECO Federal Funds
									$ 526,230.04		

(a) Change orders over $50,000 on minor projects and change orders over 5% of authorized budget for major projects.
(b) Values reflect contract amounts, not full project cost.

FIU FLORIDA INTERNATIONAL UNIVERSITY

FM Change Orders over $50K 1/23/2026 through 4/30/2026 (a) & (b)

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	170741	BBC Academic I Windows & Doors Replacement	Thornton Construction	588	$ 1,384,748.00	$ 1,514,694.36	1	3/26/2026	$ 129,946.36	Replace 10 additional metal doors & frames with associated electrical needs.	PECO Federal Funds
2	230315	BBC WUC Ballrooms Roof Replacement	Stobs Brothers Construction	595	$ 933,405.21	$ 1,057,808.48	3	4/9/2026	$ 124,403.27	Owner requested sealing of windows, waterproofing of terrace joint, and reroofing of small roof adjacent to the ballroom terrace.	Auxiliary
									$ 254,349.63		

(a) Change orders over $50,000 on minor projects and change orders over 5% of authorized budget for major projects.
(b) Values reflect contract amounts, not full project cost.

FIU Board of Trustees

September 17, 2026

Safety and Environmental Compliance Report as of June 30, 2026

Report (For Information Only – no action required)

No updates.

FIU | Board of Trustees

September 17, 2026

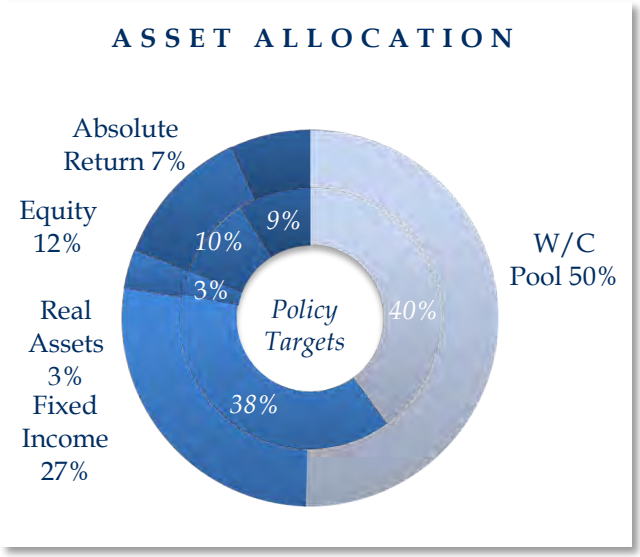
Treasury Report as of June 30, 2026

Report *(For Information Only – no action required)*

OVERVIEW
The University's total liquidity position of $713.9 million was 1.8 times the University's debt position of $386.0 million at the end of FY 2026 4Q. Including direct support organization ("DSO") debt, the liquidity to total debt ratio was 1.8 times. These results are lower compared to the end of FY 2025 4Q, where the liquidity to University debt and the liquidity to total debt ratios were 3.9 times and 3.5 times, respectively. The decreased liquidity to debt ratio was due to the issuance of $237.3 million for the construction of Sun Blazer Hall.

INVESTMENTS
Composition

Asset allocations at the end of FY 2026 4Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).



At the end of FY 2026 4Q, the market value of the University's operating funds portfolio and cash was $713.9 million. This balance reflects an increase of $49.7 million or 7.5 percent, from the previous quarter. The increase mostly reflects positive cash flows. The total portfolio market value was $109.5 million higher than the market value at the end of FY 2025 4Q. The increase was mostly due to positive cashflows and favorable investment returns.

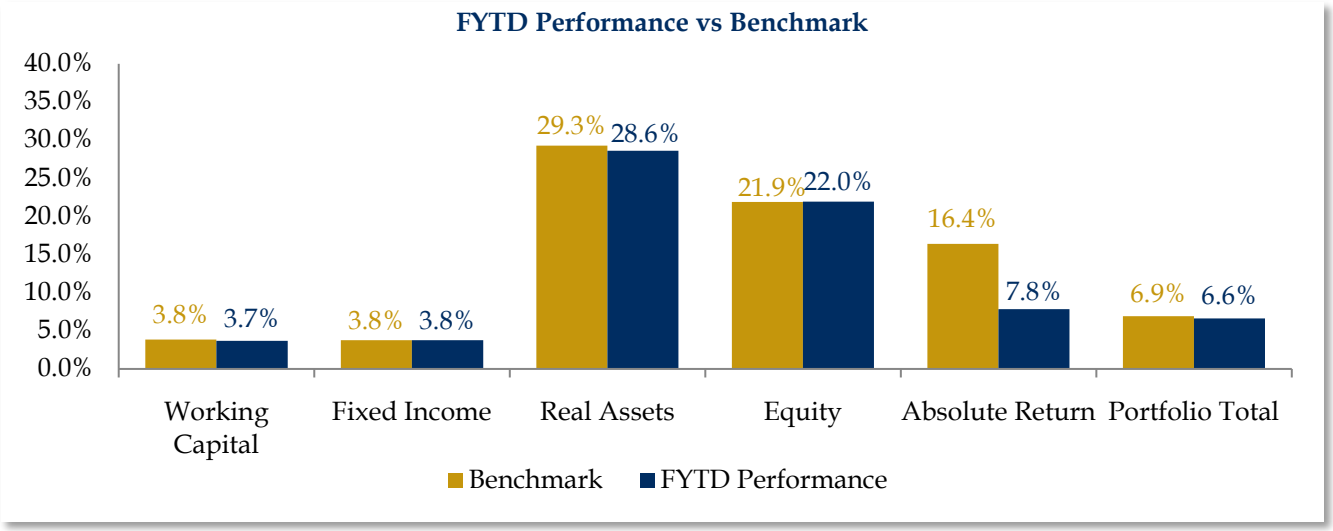
Forecast and Budget

Actual balances at the end of FY 2026 4Q were 8.8 percent higher than the rolling forecast, 20.2 percent higher than the budget, and 18.1 percent higher than prior year. For the next quarter, the University should experience an increase in the cash and investment balances due to the Fall tuition receipts.

Performance

FIU's operating portfolio continues to outperform the State Treasury investment pool ("SPIA"), returning 4.2 percent since inception versus the SPIA's 2.6 percent for the same period. At the end of FY 2026 4Q, the portfolio returned 6.6 percent. This compares to a 6.2 percent return at the end of FY 2025 4Q. The Strategic and Reserve Pools returned 9.2 percent while the Working Capital Pool gained 3.7 percent. Returns from SPIA totaled 4.3 percent at the end of FY 2026 4Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class).

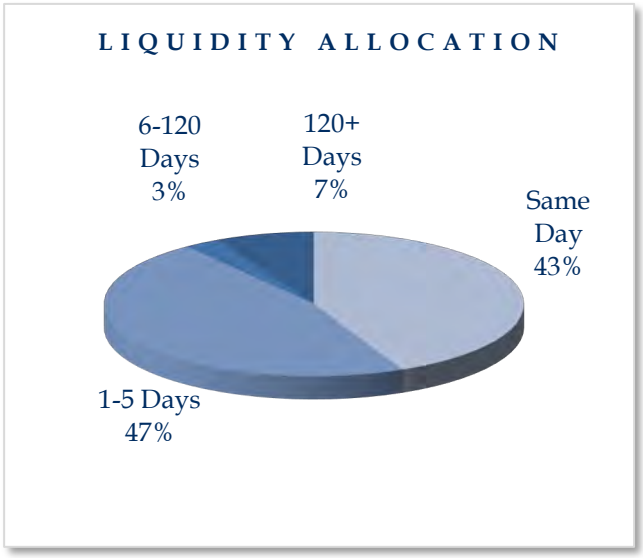
The Overall Portfolio was in line with its aggregate benchmark. All asset classes with the exception of the Absolute Return were in line with their benchmarks. The Absolute Return Asset underperformance was mostly due to idiosyncratic developments in the energy sector, long positions in the Asian industrial and technology sectors, and legacy distressed strategy positions in consumer and retail sectors.



LIQUIDITY

Real Days Payable

At the end of FY 2026 4Q, $640.1 million, or 89.7 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). At the end of FYTD 2026 4Q, the University had 107 real days payable[1] ("RDP") versus 90 RDP at the end of FYTD 2025 4Q.



Sources

The University started the fiscal year with $278.8 million in cash balances[2]. Total FYTD 2026 4Q inflows (state and operational) were $1,647.8 million as compared to $1,552.3 million for FYTD 2025 4Q. On average, $6.3 million flowed into the University each business day in FYTD 2026 4Q and $5.9 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 2025 4Q. The higher inflows were from State Appropriations and Operations.

Uses

FYTD 2026 4Q, the University used $1,566.4 million as compared to $1,509.3 million in the same period last fiscal year. The FYTD 2026 4Q velocity cash outflow was $6.0 million per day and $5.8 million in FYTD 2025 4Q. The higher outflow was due to higher payroll and operating expenses. The University ended FY 2026 4Q with $360.1 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 2026 4Q ending balance) could have unrealized losses of up to $8.2 million and one percent probability of up to $25.7 million of unrealized losses within a twelve-month period.

The University conducts monthly performance simulations of the portfolio under various market scenarios. At the end of FY 2026 4Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a $5.6 million, 0.8 percent unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 83.4 percent, or $604.7 million, of the total current available cash and investment balances. RDP would fall to 101 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a ($19.6) million (2.9) percent unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease to $631.2 million or 93.6 percent of the total current available cash and investment balances. RDP would be 105 days based on fiscal year outflows in this stress scenario.

A Stagflationary scenario would result in a ($28.1) million (4.3) percent unrealized loss. Liquidity, as measured by 5-day accessibility would drop to $546.4 million or 83.1 percent of the total current available balances. RDP would drop to 91 days.

DEBT

Total Outstanding

The University and DSOs ended FY 2026 4Q with $402.2 million in outstanding debt versus $174.3 million at the end of FY 2025 4Q. The higher year over year outstanding debt was due to issuance of bonds to construct Sun Blazer Hall ($237.3 million). The weighted average interest rate for the University and DSO issuances was 4.2 percent vs 3.9 percent in the prior year. The variance due to the issuance of bonds for Sun Blazer hall and 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, 2026, $13.7 million of interest savings have been realized from the refunding and modification activities. The University and AFC saved $1.8 million in interest expense in Fiscal Year 2026 and is projected to save $7.0 million over the next 5 years.

FLORIDA INTERNATIONAL UNIVERSITY

Finance and Administration
Office of the Treasurer
Treasury Summary

Period Ending June 30, 2026

(000's)

OVERVIEW

Liquidity/University Debt	**1.85**
Liquidity/Total Debt	**1.77**

Liquidity Position

Cash + W/C Pool	$	360,150
Strategic + Reserve Pools		353,719
Total	**$**	**713,868**

Debt Position

University Debt	$	386,045
DSO Debt		16,201
Total	**$**	**402,246**

LIQUIDITY

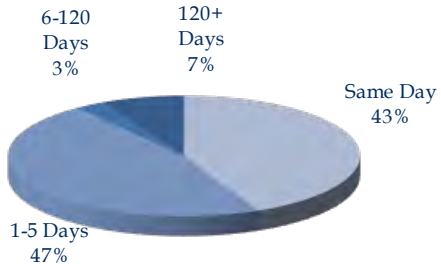
Availability

Same Day	$	307,496
1-5 Days		332,647
6-120 Days		19,893
120+ Days		53,832
Total	**$**	**713,868**

Real Days Payable (<5 Days)

MTD Outflows	**122**
QTD Outflows	**103**
YTD Outflows	**107**

LIQUIDITY ALLOCATION



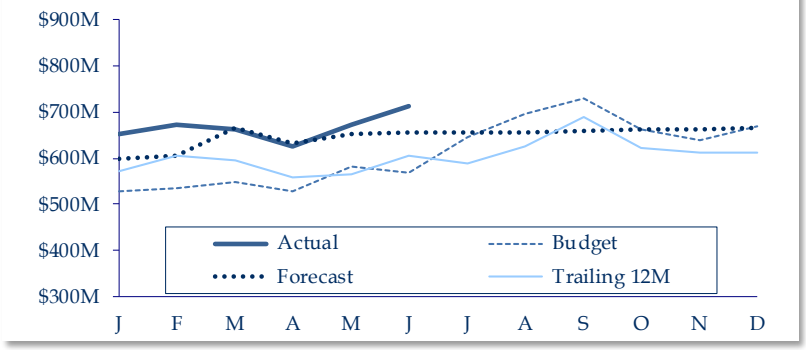
LIQUIDITY SOURCES AND USES

Sources	MTD	QTD	YTD
Opening W/C Pool Balance	$ 269,979	$ 277,001	$ 234,858
Opening Cash Balance	46,435	46,702	43,932
From State	55,004	166,435	600,900
From Operations	104,629	272,058	1,046,903
Uses			
To Payroll	$ (63,097)	$ (226,283)	$ (859,439)
To Operations	(43,372)	(121,913)	(466,394)
To Students	(9,427)	(53,850)	(240,609)
Cash + W/C Pool	**$ 360,150**	**$ 360,150**	**$ 360,150**

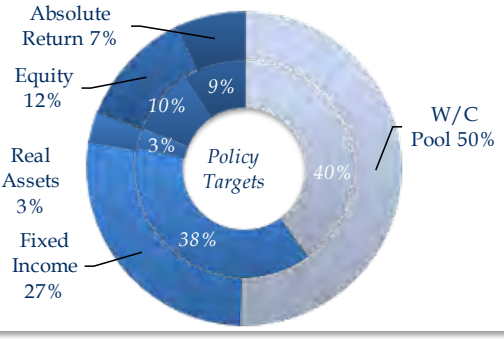
INVESTMENTS

Cash + W/C Pool	Balance	FYTD	Last 1Y
W/C Pool	$ 314,262	3.9%	3.9%
Cash	45,887	2.5%	2.5%
Strategic + Reserve Pools			
Fixed Income	193,618	3.8%	3.8%
Real Assets	23,636	28.6%	28.6%
Equity	87,159	22.0%	22.0%
Absolute Return	49,306	7.8%	7.8%
Total Portfolio	**$ 713,868**	**6.6%**	**6.6%**

CASH + INVESTMENTS FORECAST

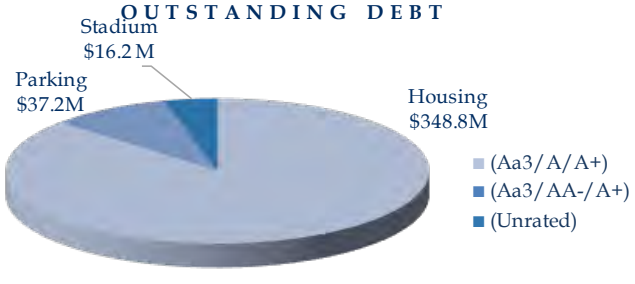


ASSET ALLOCATION

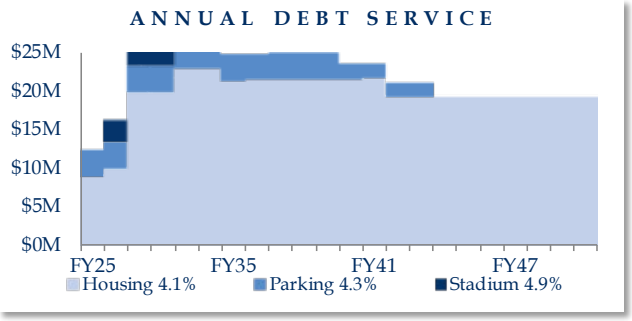


DEBT

OUTSTANDING DEBT



ANNUAL DEBT SERVICE



OPERATING FUNDS	MARKET VALUE[1]	BOOK VALUE	INCOME EARNED[2]
Working Capital[3]	**$360.1M**	**$362.3M**	**$11.1M**
Fixed Income	**$193.6M**	**$189.5M**	**$6.1M**
Equity	**$87.2M**	**$59.3M**	**$0.9M**
Real Assets	**$23.6M**	**$18.6M**	**$0.0M**
Absolute Return	**$49.3M**	**$20.2M**	**$0.0M**
Total Strategic/Reserve	**$353.7M**	**$287.6M**	**$7.0M**
Total Operating Funds	**$713.9M**	**$649.9M**	**$18.1M**

[1] Includes Dividend/Interest Receivable

[2] Investment Income Earnings - Dividends and Interest

[3] Includes Bank Cash

FIU Board of Trustees

September 17, 2026

Subject: Quarterly report of the purchasing transactions greater than or equal to $1,000,000 and less than $3,000,000 from May 4, 2026 through August 5, 2026.

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 26	PO Amount FY 27 (YTD)
0000325923	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(12) 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 # 0000325923	STATE BOARD OF ADMINISTRATION OF FLORIDA	Parking and Transportation / Florida International University Parking Facility Revenue Refunding Bonds 2019A and Series 2023A/For Principal and Interest	6/1/2026	$2,528,000.00	
0000304139	ITN 01-002 Approved by BOT on June 2021	Office Lease Between the Florida International University Board of Trustees as Tenant and	TWJ OFFICE LLC	COB Chapman Graduate School / COB Deans Office / Multiple lines PO for Brickell Rent	2/10/2027	$2,272,238.64	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 26	PO Amount FY 27 (YTD)
		TWJ 1101 LLC as Landlord PO# 0000304139					
0000241283	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(14) - Purchases from firms or individuals that are prescribed by state or federal law, or specified by a granting agency	PTE/Prime Award No. DE-NA00004016 Subaward No. 000506	UNIVERSITY OF TEXAS AT EL PASO	Elec and Computer Eng/ Multiple lines PO for Subaward No. 000506-800012821 "Consortium for Research &Education in Power & Energy Systems (CREPES) for Sustainable STEM Workforce	9/30/2026	$1,890,000.01	
0000238869	Sole Source Approved by BOT on March 2022	PO # 0000238869	EQUINIX INC	IT CIARA / Multiple lines PO for Colocation and Network/Exchange services ExP Core	12/31/2026	$1,793,320.10	
0000330696	E-ITN67-004 Contract signed by Mark B. Rosenberg on 5/17/18	Student Transportation Services PUR-00707	ACADEMY BUS LLC	Parking and Transportation / Blanket Purchase Order- Bus Services for GPE for the period of 07/01/2026 through 06/30/2027	6/30/2028		$1,634,990.37
0000327946	Piggyback Agreement E&I CNR01439 Approved by BOT on December 2019	Computer Equipment and Related Hardware, Software, Services and Support PUR-02645	PANTHER TECH	IT Network Services / Multiple lines PO for Cisco products	7/30/2027	$1,577,764.67	
0000329191	ITN 01-002 Approved by BOT on June 2021	Office Lease Between the Florida International University Board of	TWJ OFFICE LLC	COB Chapman Graduate School / COB Deans Office / Multiple lines PO for Brickell Rent	2/10/2027		$1,573,840.42

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 26	PO Amount FY 27 (YTD)
		Trustees as Tenant and TWJ 1101 LLC as Landlord PO# 0000329191					
0000327727	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 lines PO for Cisco products	7/30/2027	$1,548,438.09	
0000330038	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 7/1/2026 - 6/30/2027.	3/15/2031		$1,500,000.00
0000329301	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Purchases for resale Approved by BOT on June 2023	PUR-06796	D AND H DISTRIBUTING INC	IT Business Services Office / Blanket Purchase Order for (D&H Apple + Other Items) for the computer	12/18/2026		$1,400,000.00
0000304245	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d) - Purchases for resale Approved by BOT on June 2023	PUR-06796	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	$1,370,567.66	
0000325512	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(14)	Subaward No. 001104	RIMOVA GROUP, INC.	Adam Smith Ctr Eco Freedom / Subaward No. 001104 Training for The Strengthening of the Professional	2/21/2027	$1,321,522.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 26	PO Amount FY 27 (YTD)
	Purchases from firms or individuals that are prescribed by state or federal law, or specified by a granting agency			Competencies of Educators of Educational Institutions of the Official Sector of The Different Levels/Modalities at the Country Level			
0000329433	Approved by BOT on June 2025	Piggyback Agreement No. Oracle Master Agreement US-OMA-1375238	ORACLE AMERICA INC	IT PantherSoft / Oracle Support Services Order #6593102	8/31/2028		$1,311,149.61
0000329391	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
0000296557	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(14) Purchases from firms or individuals that are prescribed by state or federal law, or specified by a granting agency	PTE/Prime Award No. 7R01MH128868-05 Subaward No. 000872	UNIVERSITY OF MIAMI	CPHSW Hlth Promo and Dise Prev / Multiple lines PO for Subaward No. 000872 Treatment Research Investigating Depression Effects on Neuroimmune Targets (TRIDENT) PTE Federal Award No: 7R01MH128868-05	8/31/2026	$1,293,894.48	
0000274890	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(14) Purchases from firms or individuals that are prescribed by state or	PTE/Prime Award No. 1R01HL167655-01A1 Subaward No. 000774	UNIVERSITY OF ROCHESTER	Institute of Neuroimmune Pharm / Multiple lines PO for Subaward No. 000774, PTE Federal Award No.1R01HL167655-01A1: "Aberrant Micro-managing of the Airway Epithelial Transcriptome in HIV-associated COPD"	1/31/2027	$1,241,090.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 26	PO Amount FY 27 (YTD)
	federal law, or specified by a granting agency						
0000326926	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 lines PO for Microsoft 365 product	7/30/2027	$1,220,428.26	
0000326776	Piggyback Agreement E&I CNR01439 Approved by BOT on December 2019	Computer Equipment and Related Hardware, Software, Services and Support PUR-02645	PANTHER TECH	IT Business Services Office / Multiple lines PO for Microsoft 365 product	7/30/2027	$1,220,428.26	
0000329292	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. Year 13.	6/30/2034		$1,079,273.77
0000308681	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(10) Training and education services	Affiliation agreement between The Florida International University Board of Trustees and Healthcare System of America-Florida, LLC	HSA PGH, LLC	COM International Programs / BPO for OIA Payment to Preceptor for FM1 Student Rotations	12/31/2026	$1,034,200.00	

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 26	PO Amount FY 27 (YTD)
0000326210	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(14) Purchases from firms or individuals that are prescribed by state or federal law, or specified by a granting agency	Research Agreement Between University of Maryland Baltimore and The Florida International University Board of Trustees Agreement No.001083	STATE OF MARYLAND	COM Pediatrics/ Subaward No 001083. "Partial Heart Xenotransplantation: Porcine Pulmonary Valve Implantation in a Non-Human Primate Model"	3/1/2027	$1,020,629.23	

FIU Board of Trustees

September 17, 2026

Subject: Quarterly report of the purchasing transactions greater than or equal to $3,000,000 from May 4, 2026 through August 5, 2026.

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 26	PO Amount FY 27 (YTD)
0000330452	Owner / Construction Manager Direct Purchase Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.	HWCOM AHS & Clinical Partnership PROJECT No: BT-942	CORESLAB STRUCTURES MIAMI INC	Facilities Construction / CONS - ODP, Owner Direct Purchase of precast material for the parking garage at the HWCOM AHS clinical partnership project. BT 942	9/23/2026		$10,618,084.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 26	PO Amount FY 27 (YTD)
0000325092	Competitive Solicitation Exception per BOG Regulation 18.001(6)(d)(12) 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 # 0000325092	STATE BOARD OF ADMINISTRATION OF FLORIDA	Housing Central / Multiple lines PO for Florida International University Dormitory Revenue and Revenue Refunding Bonds, Series 2015A, Series 2020A and Series 2021A	6/1/2026	$7,712,000.00	

FIU Board of Trustees

September 17, 2026

CasaCuba Report as of August 11, 2026

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	$2,503,000	$1,000,000
Other Donors	$32,761,732	$12,017,931	$20,743,801
Outright Gifts TOTAL	**$37,014,732**	**$15,270,931**	**$21,743,801**
Planned Gifts	$820,000	$0.00	$820,000
All Gift TOTAL	**$37,834,732**	**$15,270,931**	**$22,563,801**

*****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 has continued to build on the momentum following the groundbreaking, securing nearly $2.5 million in new gifts and commitments. The team continues to advance conversations with major and principal gift prospects, strengthening the pipeline and positioning the project for continued fundraising success.

FACILITIES UPDATE

- 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 was approved by the BOT 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.
- 50% Construction Documents were received on September 17, 2025. The CM's cost estimate was received on October 31, 2025, for $32,214,208, just under the $32,214,776 construction budget.
- The A/E submitted 100% CDs on December 17, 2025.
- 100% CD GMP received 5/4/26, within budget.

- CM agreement amendment executed June 17, 2026. Sitework and utility relocation in progress.
- Schedule: Construction started June 18, 2026 with expected completion November 22, 2027.

FIU FOUNDATION, INC.

SUMMARY OF REVENUES AND EXPENSES & INVESTMENTS

June 30, 2026

FIU FOUNDATION, INC.
Summary of Revenues and Expenses *
For the Period Ended June 30, 2026
(In Thousands of Dollars)

	Actuals					
	University (Donor Designated)	**Foundation** (Unrestricted)	**Total**	**Budget**	**Fav (Unfav) Variance**	
REVENUES:						
Cash Contributions	$ 42,004	$ -	$ 42,004	$ 40,000	$ 2,004	**[1]**
Investment Returns, net of fees	45,628	12,692	58,320	26,926	31,394	**[2]**
Foundation Subsidiaries	-	282	282	220	62	
Annual Revenues & Fees	-	1,158	1,158	1,318	(160)	
TOTAL REVENUES	87,632	14,132	101,764	68,464	33,300	
EXPENSES:						
Support to University:						
Scholarships & Programs	$ 39,179	$ -	$ 39,179	$ 35,586	(3,593)	**[3]**
Building Funds	2,716	-	2,716	10,278	7,562	
Operational Support	-	2,222	2,222	2,559	337	
Total Support to University	41,895	2,222	44,117	48,423	4,306	
Operational:						
Foundation Subsidiaries	-	326	326	373	47	
Administrative Operating Expenses	-	7,738	7,738	9,332	1,594	**[4]**
Other Expenses	-	361	361	336	(25)	
Total Operational	-	8,425	8,425	10,041	1,616	
TOTAL EXPENSES	**41,895**	**10,647**	**52,542**	**58,464**	**5,922**	
EXCESS REVENUES OVER EXPENSES	**$ 45,737**	**$ 3,485**	**$ 49,222**	**$ 10,000**	**$ 39,222**	

**Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.*

[1] *The favorable variance of $2.0 million in cash contributions is mostly attributable to higher than budgeted cash contributions for the Division of Student Affairs, Academic Affairs, and Building Funds offset with lower than budgeted cash contributions for College of Medicine.*

[2] *The favorable variance of $31.4 million in investment returns, net of fees is attributable to actual fiscal year returns of 15.0% versus budgeted fiscal year returns of 6.0%.*

[3] *The unfavorable variance of $3.6 million in scholarships & programs expenses is due to higher than budgeted scholarship and program expenses in the College of Engineering & Computing, Academic Affairs, and the College of Arts, Sciences & Education.*

[4] *The favorable variance of $1.6 million in administrative operating expenses is primarily attributable to less than budgeted salaries and benefits expenses as a result of staffing vacancies coupled with lower than budgeted professional services expenses.*

Legal Entity	Jun 30, 2026	Current Allocation (%)	Current Month	3 Mo.	FYTD	2026	Since Inception	Inception Date
FIUF Main Investment Portfolio Accounts	**$501,964,196.52**	**90.46%**	**-0.13%**	**10.46%**	**14.98%**	**7.07%**	**6.29%**	**Jun 30, 2000**
Equity	**$309,314,408.92**	**55.74%**	**-0.23%**	**17.92%**	**24.17%**	**12.10%**	**6.42%**	**Jun 30, 2000**
Alternative Assets	**$127,686,554.79**	**23.01%**	**-0.05%**	**-1.34%**	**0.92%**	**-1.34%**	**6.62%**	**Mar 31, 2002**
Private Investments	**$97,897,833.32**	**17.64%**	**-0.04%**	**-1.03%**	**1.72%**	**-1.02%**	**18.48%**	**Nov 1, 2005**
Real Estate & Infrastructure	**$29,022,085.71**	**5.23%**	**-0.07%**	**-2.30%**	**-1.26%**	**-2.30%**	**4.85%**	**Jan 31, 2008**
Direct Real Estate	$20,513,379.71	3.70%	-0.00%	1.03%	2.03%	1.03%	3.87%	Aug 31, 2014
Infrastructure	$8,508,706.00	1.53%	-0.22%	-9.13%	-7.99%	-9.13%	-1.65%	Jan 31, 2008
Hedge Funds	**$766,635.76**	**0.14%**	**-0.42%**	**-0.54%**	**-3.38%**	**-1.40%**	**3.28%**	**Mar 31, 2002**
Fixed Income & Cash	**$64,963,232.81**	**11.71%**	**0.22%**	**1.37%**	**4.23%**	**1.17%**	**4.54%**	**Jun 30, 2000**
FIU Foundation-Directed Investment Accounts	**$52,920,289.94**	**9.54%**	**0.23%**	**-12.90%**	**-11.58%**	**-12.55%**	**0.48%**	**Mar 5, 2021**
Total	**$554,884,486.46**	**100.00%**	**-0.09%**	**7.73%**	**12.15%**	**4.85%**	**6.14%**	**Jun 30, 2000**

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Bonuses for State University System Employees - Reporting Instructions Due: **10/30/2026**

This information is being collected pursuant to section 1012.978, Florida Statutes, and Board Regulation 9.015, which require universities to report on bonuses for state university system employees based on work performance or for purposes of recruitment and retention. Do not alter this template. If there is a need to change the template, please contact the University Budget Office contacts listed below. If the template is changed without prior approval, the file will be rejected, and a new response will be required in the original format.

Instructions:

1. **Fill in the required university contact information** in the yellow-highlighted cells below.
2. Go to Tab 2, titled "**SUS Employee Bonuses.**"
3. **Select your institution name** from the drop-down provided in cell **A3**.
4. **Provide the required bonus plan description** in cell **A6**. Attachments may be included along with this file to provide the bonus plan description. If attachments are provided, reference them in this cell.
5. **Fill in your institution's data** in columns **B, C, and D** in the yellow-highlighted cells in rows **15, 16, and 17**. Hover over the column headers in row **14** for additional information related to each item being reported.
6. **Provide the requested information and signature** at the bottom of the page certifying the data provided. Filling in the required information in the signature section of this file constitutes an official electronic signature for the purposes of certification of this submission.
7. **Submit your completed file** using the Information Requests System portal by Friday, October 30, 2026.

Notes:

1) Only include dollar amounts and counts that fit into the three categories provided: performance, recruitment, or retention.
2) Do not include bonuses paid as a result of collective bargaining agreements.

Include the university contact name and email for the staff that completed and approved this file.			
Data provided by:			
Name:	Anthony Shaw	E-Mail:	anshaw@fiu.edu
Data approved by:			
Name:		E-Mail:	

Questions?

Contact Patty Thurman, Assistant Director, University Budgets at:
patty.thurman@flbog.edu
or Roger Strickland, Assistant Vice Chancellor of University Budgets at:
roger.strickland@flbog.edu

State University System of Florida
Bonuses for State University System Employees - Reporting Instructions

Florida International University

Provide a description of the bonus plan:

Bonus description attached

Bonus Type	Bonus Plan Expenditures	Number of Awards	Reported to the BOT?
Performance	$ 15,696,701.82	4,577	YES
Recruitment	$ 312,500.00	29	YES
Retention	$ 414,786.26	166	YES
Total	$ 16,423,988.08	4772	

Notes:
1) Only include dollar amounts and counts that fit into the three categories provided: performance, recruitment, or retention.
2) Do not include bonuses paid as a result of collective bargaining agreements.

Electronic Certification & Signature:

The president of the university, or a designee, must complete the following:

I hereby certify that any bonuses paid during the reporting period complied with the criteria in the university's bonus plan and were paid from funds contained within the university's budget as approved by the board of trustees.

Electronic Signature

Date

Printed/Typed Name

President
Title

Florida International University
University Name

Note: Filling in the required information in the signature section of this file constitutes an official electronic signature for the purposes of certification of this submission.

FIU | FLORIDA INTERNATIONAL UNIVERSITY

September 17, 2026

UNIVERSITY BONUS REPORT

UNIVERSITY BONUS DESCRIPTION

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 after 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.

FIU Board of Trustees

September 17, 2026

Subject: DSO purchasing transactions greater than or equal to $500,000 and less than $1,000,000 from July 1, 2026 through July 31, 2026.

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 27
CARE-07-2026ECG	CARE-RFP003-0426	Consulting Services Agreement	ECG Management Consultants	The Florida International University Children's Alliance for Research and Education, Inc. ("FIU-CARE") is seeking consulting services and support to assist with the transition of NCHS's Research Enterprise and GME Sponsorship.	3/1/2027	$950,000