



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees Meeting
May 16, 2019
FAIRWINDS Alumni Center
8 a.m. – 4 p.m.
Lunch 12 p.m.
800-442-5794, passcode 463796**

REVISED AGENDA

COMMITTEE MEETINGS

8 – 8:25 a.m.	Compensation and Labor, John Sprouls, Chair
8:25 – 8:30 a.m.	Nominating and Governance, William Yeargin, Chair
8:30 – 9:30 a.m.	Educational Programs, Robert Garvy, Chair
9:30 – 10:30 a.m.	Strategic Planning, David Walsh, Chair
10:30 a.m. – 12 p.m.	Finance and Facilities, Alex Martins, Chair

Please note that committee meetings may begin upon adjournment of previous meetings.

BOARD MEETING

1 – 4 p.m.

1. Welcome and call to order	Robert Garvy, Chairman
2. Roll Call	Grant J. Heston, Associate Corporate Secretary
3. Public Comment	Grant J. Heston
4. Minutes of March 13, 2019 , March 21, 2019 and April 17, 2019 meetings	Chair Garvy
5. Remarks and introductions	Thad Seymour, Jr., Interim President
6. Reports	Chair Garvy
INFO – 1 Information	Legislative Update (Janet Owen, Vice President for Governmental Relations)

	INFO – 2	Information	Report on the UCF IntegrityLine and Whistle-blower Program with Recommendations for Improvement (Seay)
7.		Audit and Compliance Committee Report	Chair Seay
8.		Compensation and Labor Committee Report	Chair Sprouls
9.		Educational Programs Committee Report	Chair Garvy
10.		Finance and Facilities Committee Report	Chair Martins
11.		Nominating and Governance Report	Chair Yeargin
12.		Strategic Planning Committee Report	Chair Walsh
13.		Consent Agenda	Chairman Garvy
	EP – 1	Approval	2019 Tenure Recommendations (Garvy)
	EP – 2	Approval	Tenure with Hire (Garvy)
	EP – 3	Approval	New Degree Program – Master of Public Policy (Garvy)
	EP – 4	Approval	Terminate Degree Program – Bachelor of Science in Athletic Training (Garvy)
	EP – 5	Approval	Agreement between Department of the Air Force 159 th AFROTC Cadet Wing and University of Central Florida (Garvy)
	FF – 1	Approval	U.S. Army Cooperative Agreement Modification 33 (Martins)
	FF – 2	Approval	Lockheed College Work Experience Program Contract Amendments (Martins)
	FF – 3	Approval	Schlumberger Global Master Services Agreement Amendment (Martins)

FF – 4	Approval	First Amendment to the Florida Advanced Manufacturing Research Center Lease (Martins)
NG – 1	Approval	Rescind Materiality Guidelines (Yeargin)
NG – 2	Approval	Revise the Board of Trustees Delegation of Authority to the President (Yeargin)
NG – 3	Approval	Amendments to University Regulation UCF-3.015 Promotion and Tenure of Tenured and Tenure-Earning Faculty (Yeargin)
NG – 4	Approval	Amendments to University Regulation UCF-6.007 Traffic/Parking Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees: Parking Violation Fines (Yeargin)
NG – 5	Approval	UCF Academic Health Bylaws Amendments (Yeargin)
NG – 6	Approval	Waiver of deadline for Developing Nominations for Board of Trustees (Yeargin)
14. New Business		Chairman Garvy
INFO – 3	Information	2020 Board of Trustees Meeting Dates (Heston)
INFO – 4	Information	Board Committee and Direct Support Organization Assignments (Heston)
INFO – 5	Information	UCF Downtown Update (Mike Kilbride, Assistant Vice President, UCF Downtown)
15. Announcements and Adjournment		Chairman Garvy
Trustees Tour of UCF Downtown (optional)		May 16, 2019
BOG Meeting		June 11-13, 2019 (University of South Florida, Tampa)
BOT Meeting		July 18, 2019 (FAIRWINDS Alumni Center)

Commencement	August 3, 2019 (Addition Financial Arena)
Downtown Campus Grand Opening	August 17, 2019 (UCF Downtown)

Minutes
Board of Trustees Special Teleconference Meeting
University of Central Florida
March 13, 2019

Chairman Robert Garvy called the special teleconference meeting of the Board of Trustees to order at 9:39 a.m.

Garvy reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

Garvy welcomed the board members and called on Grant Heston, Associate Corporate Secretary, to call the roll. Heston determined that a quorum was present.

The following board members attended the meeting in person: John Lord, Alex Martins, William Self, David Walsh and William Yeargin.

Chairman Robert Garvy and Trustees Joshua Boloña, Kenneth Bradley, Joseph Conte, Danny Gaekwad and Beverly Seay attended via teleconference.

PUBLIC COMMENT

There were no requests for public comment.

NEW BUSINESS

FF-1 Carryforward Spending Plan

Garvy provided a brief background on the approval item stating that in November of last year, the Board of Governors requested university boards of trustees to approve expenditure plans for their remaining 2017-18 committed E&G carryforward funds.

Garvy said the UCF board met in December and approved a plan for spending the \$20.6 million in committed E&G carryforward funds and the board was also given information about two new funding initiatives directed by then-President Whittaker with agreement from the vice presidents and then-Chairman Marchena. These two new funding initiatives were \$40 million for student scholarships and \$20 million for critical deferred maintenance.

Garvy stated that the Board of Governors (BOG) met in January and approved the university's planned use of \$20 million in carryforward funds for deferred maintenance, but they directed the trustees to have a more robust discussion of the recommended uses of the \$20.6 million in E&G carryforward fund commitments and the \$40 million for scholarships.

Garvy indicated that with input from BOG staff and following the Finance and Facilities committee's thorough vetting and approval of the item this morning, he believed the BOG's directive was completed.

Garvy asked Scott Cole, Vice President and General Counsel, to read the agenda item into the record.

Cole stated that the Finance and Facilities Committee voted unanimously to recommend to the Board of Trustees the use of \$20 million dollars in E&G carryforward funds for deferred maintenance as outlined in attachment B as well as the use of \$60.6 million dollars in E&G carryforward funds as outlined in attachment C (attached).

Garvy asked for a motion to approve the Carryforward Spending Plan. A motion was made by Martins, with a second from Walsh.

The following discussion occurred:

- Conte asked that going forward, base line E&G budgets be added to the information presented today. Conte stated this comparative information would help the trustees with the carryforward budgeting process. Elizabeth Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education, said she would work with her budget staff on this request.
- Seay asked why, given the budget approval process for E&G at the beginning of the year, that there are left-over E&G carryforward funds at the end of the year, recognizing that there may be some good explanations such as committed funds that are multi-year. She also asked for a more thorough analysis of where E&G money goes throughout the year to ensure that it is being spent appropriately and as planned. Real time audits were suggested as one way to verify but Seay reminded the board that those were for capital projects. Walsh suggested that the board extend their approval process to include major financial commitments of any kind, that are beyond budget or major changes to the budget throughout the year. Garvy asked the Audit and Compliance Committee to review these concerns and provide their recommendations to the full board. Seay agreed with this recommendation.
- Garvy stated the need for a board retreat to discuss several topics to ensure the board is fulfilling its oversight obligations.
- Martins stated that when he received the Bryan Cave report, he requested the board have insight into internal documents cited in the report, especially those that addressed the issue of transfer of funds. He again requested the board's insight into these internal mechanisms as it would help board members to ask informed questions if they see perceived abnormalities. Garvy asked that the Audit and Compliance Committee review this suggestion. Seay agreed, stating that she would first consult with the Chief Compliance Officer and the Chief Audit Officer.

- Walsh commented that board members should have the general ability to get reasonable information from staff ahead of meetings and that he hoped we were not creating unintended obstacles. Cole agreed but said that there should be an organized process to ensure staff can respond responsibly to requests. Cole said trustee requests for documents and information should be filtered through the committees, which has always been the process for determining actions of the entire board. Garvy agreed that the committee process work as designed in Robert's Rules of Order, under which the board operates, and he endorsed Cole's comments. Bradley said that in the course of a regular meeting, he requested a follow up discussion on how trustees request information from staff.
- Boloña apologized for joining the meeting late and asked if there were any amendments added to the original carryforward plan passed by the Finance and Facilities Committee. Garvy responded that there was not.
- Gaekwad stated he believes this was an audit department fail, that trustees depend on staff and that is the culture we need at the university. Garvy said one of the key initiatives coming from the findings of the Bryan Cave Report and the House Ethics Committee draft report is for the university to deal with the cultural aspects of our operations, ensuring staff is properly trained and that the culture is one where appropriate challenges to inappropriate actions are encouraged rather than discouraged. Garvy mentioned that training for trustees and staff is being incorporated and will be forthcoming this year.
- Yeargin asked if any of the previously approved \$40 million for scholarships had been committed. Dooley replied it had not.

Garvy asked Cole to restate the motion. Cole said the motion is to approve the use of \$20 million in E&G carryforward funds for deferred maintenance as listed in attachment B and to approve the use of \$60.6 million in E&G carryforward funds as outlined in exhibit C, and this comes with the recommendation of the Finance and Facilities Committee.

The motion passed unanimously.

ADJOURNMENT

Garvy adjourned the board meeting at 10:13 a.m.

Respectfully submitted: _____ Date: _____

Grant J. Heston
Associate Corporate Secretary

**Minutes
Board of Trustees Meeting
University of Central Florida
March 21, 2019**

Chairman Robert Garvy called the meeting of the Board of Trustees to order at 1:04 p.m. at the UCF *FAIRWINDS* Alumni Center.

Garvy reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

Garvy welcomed the board members and called on Grant Heston, Associate Corporate Secretary, to call the roll. Heston determined that a quorum was present.

The following board members attended the meeting: Chairman Robert Garvy, Trustees Joshua Boloña, Kenneth Bradley, Joseph Conte, Danny Gaekwad, John Lord, Alex Martins, Beverly Seay, William Self, David Walsh and William Yeargin. Trustee John Sprouls joined via teleconference.

PUBLIC COMMENT

There were two requests for public comment. The first was from Patrick King via telephone addressing in-state residency for his son Casey King. The second was from David Albertson, in person, in support of the settlement agreement with Dale Whittaker and the appointment of Thaddeus Seymour, Jr.

MINUTES

Garvy called for approval of the January 18, 2019, January 24, 2019, February 12, 2019, and February 21, 2019 meeting minutes, which were approved.

REMARKS AND INTRODUCTIONS

Garvy gave a brief update on the Florida House of Representative's Public Integrity and Ethics Committee's investigation into UCF's mispending on construction projects. He noted the House accepted its investigation report, with a thorough list of recommendations for UCF, this board and the Board of Governors (BOG). Garvy thanked the committee for its work and stated the BOG is close to completing its investigation as well. He stated the trustees take these investigations and recommendations seriously and noted UCF is already working on several recommendations, including training to ensure that board members fully understand their responsibilities.

Garvy stated General Caslen was working on financial training programs, a workshop with the Association of Governing Boards has been scheduled on May 17, and that a BOG fiduciary training was also being scheduled.

Garvy ended his remarks thanking Boloña for his service on the board, noting his service was particularly outstanding. Boloña was the Student Government Association President and rotates off the board on May 6, 2019.

Garvy invited Interim President Thad Seymour to share an update. Seymour also thanked Boloña for his service to the board. He noted it has been an honor to serve in this role for the past few weeks, stating he has met with deans, students, faculty and staff as well as several lawmakers and staff and with leadership from the BOG. Seymour stated the message he has been sharing with them has been clear: UCF is an incredible institution and we have taken many important steps to correct past actions and now we are focused on the future. He outlined his focus on four key areas:

- **Strengthening Operations:** This includes the selection of several key hires in interim leadership positions including Chief Financial Officer, Chief Operating Officer and a Chief Accountability Officer.
 - Seymour thanked Kathy Mitchell for serving as the Interim CFO and thanked Misty Shepherd, who continues to serve as Interim Vice President for Administration and Finance.
- **Rebuilding Reputation and Trust:** This has been very important in Tallahassee, our community and inside our own organization. Seymour stated this means celebrating the central role of students, faculty and staff and reaffirming UCF's values and mission to transform lives.
- **Expanding Our Resources:** Seymour said this involves taking a critical look at UCF's finances while also protecting the budget and resources needed to ensure our students' and university's success going forward.
- **Investing in Excellence:** Seymour noted UCF will continue focusing on excellence, whether that is faculty hiring or student success.

Seymour outlined a few of UCF's recent academic achievements:

- A record number of UCF graduate programs were ranked in the top 100 by U.S. News & World Report.
- UCF's graduate video game program was ranked No. 5 in the world by the Princeton Review and *PC Gamer* magazine.
- The Rosen College of Hospitality Management was named one of the top five schools in the world for the third year in a row.

- U.S. News & World Report ranked UCF's online bachelor's programs No. 14 in the nation, which is an all-time high for UCF.
- UCF earned its second top 50 national ranking as one of the nation's best public research universities, which secures another preeminence metric with the state.

Seymour commended UCF's men and women's basketball teams for their best seasons ever with a record number of wins. Both earned their first at-large berths in the NCAA tournament.

Seymour remarked that the Order of Pegasus is the most prestigious and significant award a student can attain at UCF, recognizing exemplary performance in the areas of academic achievement, outstanding university involvement, leadership and community service. Seymour recognized nine undergraduate and three graduate students in the audience.

REPORTS

- INFO-1 Central Florida Educator Federal Credit Union Arena Name Change

Garvy called on Heston, who provided an update on the following item. The Central Florida Educator (CFE) Federal Credit Union Arena will now be called the Addition Financial Arena, with all costs associated with changes to signage being paid by CFE/Addition Financial.

- INFO-2 Board of Trustees Service to Direct Support Organization Boards

Garvy called on Margaret Jarrell-Cole, Associate Vice President for Direct Support Organizations, who provided an update on the following item. Under Florida law and the bylaws of each UCF Direct Support Organization (DSO), the UCF Board of Trustees' (BOT) Chair appoints a member of the BOT to serve on the board of directors and executive committee of each DSO board. The Florida BOG and UCF regulations reflect this statutory requirement.

COMPENSATION AND LABOR COMMITTEE REPORT

Sprouls, Chair of the Compensation and Labor Committee, reported highlights from the committee meeting held earlier that day and noted the following items were approved by the committee and presented for board approval.

- CL – 1 Interim President Agreement between the UCF Board of Trustees and Thaddeus Seymour, Jr.

A motion was made by Sprouls, with a second from Yeargin. Garvy highlighted Seymour's exceptional background, both in business and academia. He also noted that Seymour has been instrumental in creating UCF's Collective Impact Strategic Plan, building a shared campus with

Valencia College in downtown Orlando, and forming a new division at UCF devoted to partnerships and innovation.

Garvy highlighted Seymour's three-decade career in business and his deep community and state relationships, which will help re-establish trust with state leadership. Garvy noted that Seymour has provided stability and leadership during the past four weeks. He said Seymour will continue to work closely with Provost Elizabeth Dooley and her team to ensure that UCF's academic mission continues unabated, while he focuses on UCF operations and resources. He said it is critically important, and in UCF's best interests, for Seymour to continue as Interim President.

Garvy noted a presidential search would begin in the fall with the goal of selecting a new president in early 2020.

The trustees gave words of encouragement, thanks and support for Seymour noting the positive outcomes of his work in a short period of time.

Gaekwad asked for clarification on the type of interim presidential contract. Garvy noted it is a special contract for the interim role.

Garvy asked Sprouls to read the motion into the record. Sprouls said the motion is to approve and send to the BOG for approval the Interim Presidential Agreement between the UCF Board of Trustees and Thaddeus Seymour, Jr. The board unanimously approved CL-1 and it will be submitted to the BOG to confirm his appointment on March 28, 2019.

Garvy called on Seymour to give remarks. Seymour said he was humbled by the board's trust and recommendation and noted the positive energy and dedication from the people around him, including students, faculty, staff, alumni and community members. He said we have hard work in front of us, but we will face it together. Seymour stated his many years in business taught him to use each challenge as an opportunity to be better, stronger, and more effective than before. He concluded by stating he was honored by the vote and will serve as long as his work is needed to steward UCF through this transition and lay the groundwork for a successful presidential search later this year.

- CL - 2 Termination of further payments to John Hitt pursuant to the Performance Unit Plan (PUP).

A motion was made by Sprouls, with a second from Lord. Garvy said the board has the authority to award and revoke performance payments for senior leadership. Garvy said the committee voted to suspend payments for former President Hitt totaling about \$330,000. This action was taken based upon the findings of the Bryan Cave investigation and the House Committee's report that President Hitt played a key role in the decision to use state operating dollars to build Trevor Colbourn Hall. These suspensions would include his current suspended payment and two future payments, which would cover the extent of his participation in the Performance Payment Plan.

Board discussion followed:

- Gaekwad noted the president agreement should be reviewed carefully going forward and possibly add a 'clawback' clause.
- Conte stated he supported this item since the board made the same decision for former President Whittaker.
- Boloña confirmed these were the same payments the board previously terminated for Whittaker and former Chief Financial Officer William Merck.

Garvy asked Sprouls to read the motion into record. Sprouls stated the motion is to terminate further payments to former President John Hitt pursuant to the university's Performance Unit Plan. The board unanimously approved the item.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

Garvy, Chair of the Educational Programs Committee, reported highlights from the committee meeting held earlier that day and reported that the following items were unanimously approved by the committee and placed on the board's consent agenda:

- EPC – 1 Conferral of Degrees
- EPC – 2 Tenure with Hire - Roberto Burguet, Associate Professor
College of Business Administration, Department of
Economics
- EPC – 3a New Degree Program – Bachelor of Science in Senior
Living Management
- EPC – 3b New Degree Program – Master of Science in Systems
Engineering
- EPC – 4 2019 Accountability Plan

Garvy presented the following informational updates, noting that UCF has no objections with the requested notice of intents:

- INFO – 1 Florida Keys Community College Notice of Intent
- INFO – 2 Florida Gateway College Notice of Intent

FINANCE AND FACILITIES COMMITTEE REPORT

Martins, Chair of the Finance and Facilities Committee, reported on highlights from the meeting held earlier in the day.

The following action occurred at the meeting held earlier in the day and was unanimously approved by the committee and was presented for board approval.

- FF - 1 Update Signature Authority for Checks

Following the personnel actions taken in response to the Bryan Cave investigation report, the board needed to update the list of university employees who are authorized to sign checks on the university's Bank of America operational account. A motion was made by Martins, with a second from Conte. The board approved the item unanimously.

- FF - 2 Autonomous Vehicle Shuttle Service and Minor Amendment to Align Campus Master Plan Update

This item is to authorize the deployment and research of Autonomous Vehicle (AV) shuttles on campus; allowing reasonable discretion to the Primary Investigator and advising UCF departments about safety, scheduling, routes, and other factors. Martins noted any further contracts for this program would come back to the committee and board for approval. He also noted this is not a capital project, since it is funded by a grant, and does not fall under the current moratorium for capital projects.

A motion was made by Martins, with a second from Lord, to approve a minor amendment to the 2015-25 Campus Master Plan Update (2015 CMP) to update the Transportation element to support the deployment of an autonomous vehicle (AV) shuttle service on campus as part of UCF's multi-modal transit system.

. The board approved FF-2 unanimously.

Martins presented the following INFO items for the board.

- INFO – 1 Investments Quarterly Report Ended December 31, 2018

The report provides an update on the university's investment portfolio for the quarter ending December 31, 2018. This item is provided to the trustees quarterly for information purposes only and Martins noted the committee had a detailed discussion regarding this item.

- INFO – 2 No Fee Increases for 2019-20

No increase in tuition or fees is being requested for 2019-20. This was an information only item since it was the recommendation of UCF Administration that fees and tuition not be increased for the upcoming academic year. Martins noted two specific requests, from the College of Medicine and UCF Online, to increase tuition or fees. After a robust discussion at the committee

meeting regarding the stresses that a lack of increases places on college and university programs, the committee determined it was best to accept the recommendation of the administration and not increase fees for 2019-20 academic year, but fee increase requests for 2020-21 across the university should be reviewed. Martins also noted the board requested the detail behind the analysis on how the administration determines its recommendations, so the committee can make an educated decision and view comparisons between other universities, including SUS universities.

- INFO – 3 Technology Fee Update

This item is brought to the trustees annually for information purposes only. The item provides a breakdown of the proposals submitted and funded from Technology Fees for 2018-19 and prior years.

- INFO – 4 Campus Master Plan Public Comment Meeting Minutes

The trustees requested that the minutes from any Campus Master Plan Public Comment meetings be provided to the committee for information purposes. Minutes from the December meeting were presented and there were no objections or specific comments from the committee.

NOMINATING AND GOVERNANCE COMMITTEE REPORT

Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held earlier that day.

Yeargin presented the following item for board approval, with a second from Gaekwad.

- NG – 1 Settlement and Release Agreement between the UCF Board of Trustees and Dale Whittaker.

Discussion highlights include:

- Garvy stated the settlement would be a one-time payment of \$600,000 and no taxpayer dollars would be used for the payment. Garvy said the estimated cost of a 10-year tenure faculty salary is \$3.2 million and based on a conservation estimate of 10 years, this settlement request is less than 20 percent of that. Garvy also noted approving this settlement would ensure the university avoids years of likely litigation.
- Martins asked Scott Cole, Vice President and General Counsel, if the amount of the settlement was clearly covered in Whittaker's original agreement and what the ramifications of not accepting the agreement were. Cole confirmed it was covered within the terms of the agreement. Cole stated the only legal option to not accepting the

agreement would be to terminate Whittaker without cause and he could remain at the university as tenured faculty at 85 percent of his salary.

- Garvy confirmed with Cole that this settlement contains mutual releases for Whittaker and UCF from any further litigation. This was confirmed by Cole.
- Conte asked if 10 years is the normal benchmark for estimating the value of tenure. Cole stated he is not aware of a standard benchmark. The 10 year estimate is based on Whittaker's age and the likely term of his employment.
- Yeargin asked if there was precedent for this at another SUS university. Cole confirmed it did occur at another Florida state university with a tenured buyout of \$1.25 million.
- Lord asked for and received confirmation that no public money would be used.
- Walsh asked if language needed to be added to the separation agreement requiring future access to Whittaker regarding the investigation. Cole said it would not.

Garvy asked Yeargin to read the motion into record. Yeargin said based on the unanimous agreement of the committee, the motion is to accept the Settlement and Release Agreement between the UCF Board of Trustees and Dale Whittaker. The board unanimously approved the item.

Yeargin presented the following item that the committee requested come back to the full board for further discussion:

- NGC – 2 Amendments to University Regulation UCF-2.009 Admission of International Students.

Youndy Cook, Deputy General Counsel, noted the correct language for Section 2b, paragraph 5, English Language Institute Level is not 48 as she incorrectly stated, but that the number is going from four to eight. She stated the number is doubling – from four to eight – because our levels were changed to be in line with the European system and is not reflective of a change in difficulty. Cook clarified other open questions from the morning's committee meeting.

Yeargin presented the following item for board approval, with a second from Martins. The board approved the item unanimously:

- NG – 2 Amendments to University Regulation UCF-2.009 Admission of International Students.

Yeargin reported that the following item was unanimously approved by the committee and placed on the board's consent agenda:

- NGC – 3 Nomination of Judy Duda for Honorary Doctoral Degree of Humane Letters.

Yeargin presented the following informational item:

- INFO – 1 Update on Trustees Training Program
 - General Robert Caslen, Interim Chief Financial Officer, shared with the committee the overall objectives of the training programs, the proposed timeline, and who is directing the process. Yeargin encouraged the trustees to review the information and respond directly to Caslen.

Yeargin also noted the Nominating and Governance (N&G) Committee would be reviewing its charter at an upcoming meeting, reminded the board that the chair election process would start in April and that the N&G Committee would be reviewing the presidential selection criteria as well as discussing the roles of the Chief Counsel and the Board Secretary.

CONSENT AGENDA

Bradley made a motion to approve the consent agenda but removing EP – 1 for discussion. Walsh requested that EP – 2 also be removed for discussion. Bradley restated his motion to approve the consent agenda, removing EP – 1 and EP – 2 for discussion. The consent agenda was unanimously approved as revised:

- EP – 3a New Degree Program – Bachelor of Science in Senior Living Management (Garvy)
- EP – 3b New Degree Program – Master of Science in Systems Engineering (Garvy)
- EP – 4 2019 Accountability Plan (Garvy)
- NG – 3 Nomination of Judy Duda for Honorary Doctoral Degree of Humane Letters (Yeargin)

Bradley made a motion with acclamation to approve the Conferral of Degrees with a second with acclamation from Boloña. Bradley said the awarding of 8,512 degrees was worthy of celebrating and noted the impact of the transformative power of higher education.

- EP – 1 Conferral of Degrees (Garvy)

The board approved the Conferral of Degrees unanimously.

Walsh asked for additional information on the following item, specifically the separation and allocation of research and teaching responsibilities:

- EP – 2 Tenure with Hire (Garvy)

The following discussion occurred:

- Self commented that faculty takes the evaluation of tenure very seriously and the evaluation verifies that a faculty member is a good long-term investment in the areas of research, teaching and service. He said assessing peers is one of the faculty's most important jobs. Self noted the process is well established by the Provost and tenure for hire has the proper oversight of the faculty and administration before coming to the board. He noted it is important that the process rests at the academic level at the institution. Self noted the division of labor on the annual contract changes for each faculty member.
- Walsh asked for data to reflect how much time the faculty member being considered is scheduled to complete research versus time teaching in the classroom. Garvy said he would bring this up for further discussion in the Educational Programs Committee.
- Yeargin and Martins agreed that more information could be provided moving forward but it should not affect the vote today.
- Self went on record stating his opposition to the board being involved in an individual faculty member's return on investment.
- Walsh said his request is evaluating costs in a department and not specifically about a faculty member's return on investment.

Yeargin made a motion to approve Tenure with Hire, with a second from Martins. The board approved the item with an opposition from Walsh.

UNFINISHED BUSINESS

Bradley made a motion to remove his tabled January 24, 2019 motion, with Martins providing a second. The motion was unanimously approved.

Discussion regarding the university retaining an independent third-party auditor followed:

- Bradley stated the motion was premature and would like to change his motion to have the Audit Committee review the financial audit processes.
- Seay confirmed this topic would be on the April Audit and Compliance meeting. She will update the full board with the results.
- Martins agreed they should defer to the Audit and Compliance Committee and indicated there is a need to hire more staff in the university's Audit and Compliance departments.
- Seay stated there would be recommendations to manually catch improper transfers but ultimately, we need an automated business system in place.

- Gaekwad thinks that due to its size, UCF needs a 3rd party auditor.
- Garvy said all these requests will be reviewed thoughtfully and carefully.

Bradley restated his original motion to move the item to the Audit and Compliance Committee for review and recommendation to the full board, with a second from Martins. The board approved the item unanimously.

NEW BUSINESS

Walsh noted the Strategic Planning Committee plans to meet at the next board meeting.

Cole said there was two housekeeping items to discuss and clarify:

- Regarding FF – 1 Update Signature Authority for Checks, Christina Tant is technically still working for the university while she goes through due process, but she will appropriately be removed from check writing authority. Also, he clarified confusion on the status of Tracy Clark, stating she resigned and was not terminated.
- Cole clarified comments he made earlier regarding the L3 lease. Jennifer Cerasa, Associate General Counsel, confirmed the agreement has been signed, approved by the board and executed. Cole said the board approved the lease in November 2018 with Walsh appreciating that the pre-payment of rent was being removed from the lease. Walsh does not recall the lease being approved by the full board or that they have seen the lease document. Walsh asked for it to be brought back at the next Finance and Facilities Committee meeting.

ANNOUNCEMENTS AND ADJOURNMENT

Garvy announced the following upcoming meetings:

Eternal Knights Memorial Service	March 25, 2019 (Student Union, Pegasus Ballroom)
BOG meeting	March 27 – 28, 2019 (Florida A&M University, Tallahassee)
Order of Pegasus Induction	April 10, 2019 (Student Union, Pegasus Ballroom)
Spring Football Game	April 13, 2019 (Spectrum Stadium)
Spring Commencement	May 2 – 4, 2019 (CFE Arena)

Minutes
Board of Trustees Special Teleconference Meeting
University of Central Florida
April 17, 2019

In Chairman Robert Garvy's absence, Trustee John Sprouls called the special teleconference meeting of the Board of Trustees to order at 10:55 a.m.

Sprouls reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

Sprouls welcomed the board members and called on Grant Heston, Associate Corporate Secretary, to call the roll. Heston determined that a quorum was present.

Trustees Joshua Boloña and David Walsh attended the meeting in person. Trustees Kenneth Bradley, Joseph Conte, Danny Gaekwad, John Lord, Beverly Seay, William Self and John Sprouls attended via teleconference.

PUBLIC COMMENT

There were no requests for public comment.

NEW BUSINESS

CL – 1 Memorandum of Understanding for Salary Increases between the University of Central Florida Board of Trustees and the United Faculty of Florida

Sprouls stated the board had one item of new business, the Memorandum of Understanding for Salary Increases between the University of Central Florida Board of Trustees and the United Faculty of Florida, which was just discussed in the Compensation and Labor Committee meeting. He noted that most of the board listened to the committee discussion that just occurred.

To allow for board discussion, Sprouls asked for a motion and second, provided respectively by Conte and Lord. Sprouls recognized Sherry Andrews, Associate General Counsel and Associate Provost, to briefly outline the agenda item.

Andrews stated that the motion was to approve the Memo of Understanding (MOU) reached with the United Faculty of Florida Union and outlined the following terms:

1. For the 2018-2019 year, a 2 percent across-the-board pay increase, effective September 13, 2019. Andrews noted that faculty did not receive a pay increase in September of 2018 when the rest of the university did.
2. In lieu of retroactivity, a one-time payment of \$2,250 to each employee eligible for the across-the-board pay increase. This bonus will be distributed on May 10, 2019.

3. For the 2019-2020 year, a 1.25 percent increase.
4. For the 2019-2020 year, an additional 1.25 percent increase, contingent upon the university receiving new recurring funding legally available to be expended on faculty salaries.
5. From the date of ratification of this document through August 31, 2020, the university may provide Administrative Discretion Increases up to 1.5 percent of the total salary rate of employees who were in an employment relationship with the university on May 7, 2018.

Highlights of the discussion that followed were:

1. Gaekwad asked for clarification on how these increases were accounted for in the budget recognizing there was no tuition increase and we do not have a full budget approved.
 - a. Scott Cole, Vice President and General Counsel, replied that we don't know the amount of state appropriations UCF will receive for the next fiscal year, and that is the reason the additional 1.25 percent increase is contingent on appropriate funding. He said funds for the non-contingent 1.25% increase for the 2018 – 19 fiscal year were set aside before the bargaining session began and are available upon approval of this agreement.
 - b. Elizabeth Dooley, Provost and Vice President for Academic Affairs, added that funds for the non-contingent 1.25 percent increase for the 2019 – 20 fiscal year were identified. Sprouls asked for confirmation of this to be provided in a follow-up note to the trustees.
2. Seay noted that anecdotal data regarding faculty-student engagement was discussed during the Compensation and Labor Committee meeting.
 - a. Sprouls asked the Educational Programs Committee to perform an analytical review and bring the committee's recommendations to the board, noting that these recommendations may inform the university's negotiating team in their future bargaining sessions.

A motion was made by Conte to approve the Memorandum of Understanding for Salary Increases between the University of Central Florida Board of Trustees and the United Faculty of Florida., with a second from Lord. The board approved the item with an opposition from Gaekwad.

ADJOURNMENT

Sprouls adjourned the board meeting at 11:25 a.m.

Respectfully submitted: _____ Date: _____
Grant J. Heston
Associate Corporate Secretary

ITEM: INFO – 1

UCF BOARD OF TRUSTEES
May 16, 2019

Title: Legislative Update

Background:

The Florida Legislative session concluded on May 3, 2019. This update provides the opportunity to share the major legislation that impacts the State University System of Florida.

Issues to be Considered:

Consider and analyze the implications of budget decisions and legislation that deals with policy, which will impact the governance and operations of the state's universities.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

To be discussed during the presentation.

Recommended Action:

No board action, this is an information item only.

Authority for Board of Trustees Action:

N/A

Committee Chair or Chairman of the Board approval:

Chairman Garvy approved this agenda item

Submitted by:

Janet Owen, Vice President for Government Relations

Supporting Documentation:

For presentation at meeting

Facilitators/Presenters:

Janet Owen

ITEM: INFO-2

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: Report on the UCF IntegrityLine and Whistle-blower Program

Background:

On April 23, 2019, the UCF Board of Trustees (BOT) Audit and Compliance Committee held their regularly scheduled meeting. The meeting led to a request from the committee members for management to develop recommendations to reduce the risk of future inappropriate use of funds along with enhancing related financial training as well as initiatives to improve the culture of the university including stronger encouragement to report concerns via the IntegrityLine and other means. In addition, the committee was interested in learning how UCF employees and others will be protected via the Florida Whistle-blower's Act and UCF policies prohibiting retaliation.

Per the request of the UCF Board of Trustees' Chair, this update will be provided by the Chair of the UCF BOT Audit and Compliance Committee as a formal agenda item to the full board as opposed to during the committee update section of the meeting agenda.

Issues to be Considered:

A list of recommendations is included in this item. The Board should consider if the list is comprehensive enough to mitigate the related risk, feasible based on the university's current (and enhanced as necessary) skill sets and technology and can be efficiently implemented in a timely manner.

Alternatives to Decision:

No formal decision is required to accept or approve this report given it is an information item.

Fiscal Impact and Source of Funding:

These recommendations will require hiring additional staff, investing in training program development and completion tracking and the time necessary to develop additional policies and procedures and monitoring programs/tools.

Recommended Action:

The Board of Trustees should identify any alternatives to the proposed recommendations and encourage management to make the effort and investments necessary to fully implement the final list of recommendations.

Authority for Board of Trustees Action:

N/A

Committee Chair or Chairman of the Board approval:

Committee Chair Beverly Seay approved the information item and all supporting documentation.

Submitted by:

Christina L. Serra, Director of Compliance and Ethics and
Interim Chief Compliance, Ethics, and Risk Officer
Robert Taft, Chief Audit Executive

Supporting Documentation:

Attachment A: UCF IntegrityLine and Whistle-blower Program Report with
Recommendations for Improvement

Attachment B: SUS External Compliance Review

Attachment C: Compliance Quality Assessment Report Sample

Facilitators/Presenters:

Committee Chair Beverly Seay

Attachment A

Report on the UCF IntegrityLine and Whistle-blower Program with Recommendations for Improvement

I. Integrity Line and Whistle-blower Program Overview.

- A. A motion was made and approved at the January 24, 2019, Board of Trustees meeting that stated the Audit and Compliance Committee would review the existing whistle-blower determination and IntegrityLine programs and provide an update to the full board along with any identified program recommendations. This document serves as an overview of both programs and includes recommendations for improvements.
- B. UCF proactively built a compliance and ethics program beginning in 2011 (BOG Regulation 4.003 was not passed until 2016). One of the components of an effective program include a mechanism for reporting misconduct.
- C. In 2014, [University Policy 2-700 Reporting Misconduct and Protection from Retaliation](#) was approved by the president. The policy states that individuals, who in good faith believe that a violation of law, regulation, statute, UCF regulation, policy, procedure, guideline, and/or standard of conduct has occurred, or will occur, are expected and encouraged to promptly make a report of such suspected misconduct. The policy provides options for reporting, including reporting suspected misconduct to their supervisors, through central or administrative offices, to the UCF IntegrityLine, or directly to University Compliance, Ethics, and Risk. Supervisors receiving reports of potential fraud are instructed to contact University Audit for guidance and investigation.
- D. University Policy 2-700 Reporting Misconduct and Protection from Retaliation and the [UCF IntegrityLine](#) were implemented, marketed, and continue to be marketed:
 - i. Packets were mailed to all employee home addresses which included a letter from Dr. Hitt explaining the purpose of the policy and anonymous reporting helpline, a copy of the policy and a Speak Up wallet card with the telephone number and website address for the UCF IntegrityLine
 - ii. Speak Up posters were distributed to all UCF building managers to post in all employee common areas
 - iii. Speak Up icon with hyperlink to the IntegrityLine was placed on the website of University Compliance, Ethics, and Risk and all Compliance Partners posted the hyperlinked image on their respective websites (Note: Compliance Partners within Finance and Accounting and Facilities were among the Compliance Partners who posted the hyperlinked IntegrityLine image to their websites)
 - iv. Article featuring the UCF IntegrityLine and University Policy 2-700 Reporting Misconduct and Protection from Retaliation was in the October 2014 print edition of the UCF AT Work Newsletter distributed to all employees

Attachment A

- v. New employee hire packets began including a brochure on the office of University Compliance, Ethics, and Risk and the UCF IntegrityLine Speak Up wallet card
- vi. University Compliance, Ethics, and Risk began annual tabling events during the UCF Benefits Fair and New Faculty Orientation where the office distributed custom IntegrityLine earbuds and wallet cards
- vii. A customized [UCF IntegrityLine landing page](#) was developed and made available on University Compliance, Ethics, and Risk's website. The landing page contains information on the UCF IntegrityLine and instructions on reporting. Recently, this landing page was updated to include an option to translate the page into Spanish for our Spanish speaking employees
- viii. University Compliance, Ethics, and Risk launched the Spring 2016 inaugural edition of the office's e-newsletter, the [IntegrityStar](#), featuring an article on the IntegrityLine and investigations. The [Summer 2016 edition](#) featured an article on the Reporting Misconduct policy and the [Fall 2017 edition](#) included an update on the types of cases submitted to the UCF IntegrityLine. The *IntegrityStar* always includes marketing of the policy and/or the IntegrityLine. The *IntegrityStar* is sent three times a year, once a semester to all employees and Trustees by email. There have been 10 editions distributed to date. At the bottom of each edition the Speak Up icon with hyperlink appears with an educational message regarding the employee's responsibility to Speak Up.
- ix. University Compliance, Ethics, and Risk launched the [UCF Employee Code of Conduct](#) in December 2017. The Employee Code of Conduct highlights laws, regulations, UCF policies, and ethical standards that employees are already expected to follow and serves as a resource for employees when faced with questions or ethical dilemmas. Sections include: Speaking Up, Reporting Options, the UCF IntegrityLine, and Protection from Retaliation. All new employees are required to take online UCF Employee Code of Conduct training. Ethical decision-making framework is also included which offers the UCF IntegrityLine as an option for employees when they are not sure of what action to take.
- x. During the 2018 Let's Be Clear campaign to raise awareness on the university's Title IX compliance program, UCF Marketing wrapped a bus with the Speak Up phrase and information on the UCF IntegrityLine reporting options. The bus contains the phone number and web address for reaching the UCF IntegrityLine
- xi. Each year in November, University Compliance, Ethics, and Risk recognizes National Compliance and Ethics Week. The event is marked by awareness campaigns featuring a variety of compliance topics each year, but always includes marketing on the UCF IntegrityLine.
- xii. This past November 2018, awareness efforts included email distributions to all employees with three "Know the Code" training videos. One of those videos included training on Reporting Violations which contained information on reporting options and the UCF IntegrityLine. Employees are also directed to the office's training website which contains a video on retaliation awareness customized to include the UCF IntegrityLine reporting information.

Attachment A

- xiii. The [office's training website](#) contains seven "Know the Code" training videos and 12 videos on various compliance subjects. At the bottom of the training webpage is the Speak Up icon with information on using the UCF IntegrityLine

- E. The number of IntegrityLine reports have significantly increased over the years suggesting that the marketing efforts to raise awareness of the UCF IntegrityLine have been successful. In 2014, there were just 30 reports made to the IntegrityLine. In 2015, the first full year of the IntegrityLine, there were 65. By 2018, 213 reports were submitted to the IntegrityLine.

- F. Employee awareness of the UCF IntegrityLine has been measured through tracking employee responses to compliance and ethics culture surveys distributed by University Compliance, Ethics, and Risk. The office distributed its first survey in 2016 and repeated the survey in 2018. Culture Survey results confirm that our marketing efforts have increased awareness of the IntegrityLine and the Reporting Misconduct Policy.
 - i. 67% employees reported familiar with the UCF IntegrityLine (up 22% from 2016)
 - ii. 75% reported familiar with the Policy on Reporting Misconduct and Protection from Retaliation (up 14% from 2016)

- G. ***It is important to note that the UCF IntegrityLine is just one of many reporting options for employees under UCF Policy 2-700 Reporting Misconduct and Protection from Retaliation**

- H. University Audit has performed whistle-blower determinations activities throughout the department's existence. In response to Board of Governors Regulation 4.002 (State University System Chief Audit Executives) https://www.flbog.edu/documents_regulations/regulations/Regulation_4.002_CAEResponsibilities.pdf, UCF implemented [University Policy 2-010 Whistle-blower Determination and Investigation](#) in 2018.

- I. UCF also has established [University Policy 2-800.1 Fraud Prevention and Detection](#) that has been in effect since 2014. Both of these policies provide the university community detailed guidance on appropriate and inappropriate activities along with methods to escalate concerns for possible investigation.

- J. Under Florida Statutes, there is a high bar to qualify for Florida whistle-blower status. University Audit is responsible for determining if an individual qualifies and for communicating this information to the complainant. Even if whistle-blower status is not granted under the statute, an investigation may still be conducted, and the complainant is still protected by [University Policy 2-700 Reporting Misconduct and Protection from Retaliation](#).

Attachment A

II. Related Recommendations for Improvement

- A. University Compliance, Ethics, and Risk and University Audit will, as appropriate, review and update current policies related to reporting misconduct and investigations, adding new policies as necessary. Both offices will continue working with the AGB and General Caslen to develop and deliver the following mandatory training:
- i. In-person training on the UCF Employee Code of Conduct which includes awareness of reporting options available to employees and the UCF IntegrityLine
 - ii. Online training covering university policies on reporting misconduct and protection from retaliation and whistle-blower protections, the reporting options available to employees, and the UCF IntegrityLine, as well as:
 - a) Obligation to understand and comply with the law and policy
 - b) Benefits of complying with the law and policy
 - c) What should be reported
 - d) Negative consequences of failing to make a report
 - e) Types of suspected misconduct that should be reported
 - f) Protection against retaliation
 - g) Importance of asking questions and seeking advice
 - h) What to do if you are not taken seriously or are treated unfairly because of whistle-blowing
 - i) What to do when your supervisor dismisses your concern
- B. University Compliance, Ethics, and Risk will continue training and advertising on the UCF IntegrityLine through the online training modules and the *IntegrityStar*, will confirm Speak Up posters are in all employee common areas within all buildings, and Speak Up icons with hyperlinks to the IntegrityLine are on all websites.
- C. University Compliance, Ethics, and Risk will implement, at a minimum, senior management annual ethics training with a signed statement that they have taken the training, their direct reports are trained, and they are in compliance with university, SUS, and state regulations and policies. As the “first line of defense”, senior management is responsible for creating a culture of compliance. This includes establishing the “tone at the top” where management identifies and communicates the desired values and abides by these values. It also includes supporting and promoting programs and providing resources to all lines of defense (including staff, Risk, Compliance, Audit and the Board of Trustees) to train and incentivize individuals to reinforce this culture.
- D. Under BOG Regulation 4.003, at least once every five years, the president and the Board of Trustees shall be provided with an external review of the Compliance and Ethics Program’s design and effectiveness and any recommendations for improvement, as appropriate. The first external review shall be initiated within five years from the effective date of the regulation, which is 2021. The assessment shall be approved by the Board of Trustees and a copy provided to the Board of Governors. It was the expectation of University Compliance, Ethics, and Risk that the

Attachment A

new vice president for Compliance, Accountability, and Ethics would commission such report upon his or her hire. However, the office will discuss with senior leadership the feasibility of initiating the review sooner, with the expectation that resources to support the review will be provided. See Attachment B and C.

- E. University Audit will monitor changes to Florida statutes relating to whistle-blower eligibility and determination criteria and adjust university policies and internal procedures accordingly.
- F. University Audit will provide face-to-face whistle-blower training as requested or if retaliation activities are substantiated for a specific area of the university.

III. Other Audit-specific Recommendations (including work with external auditors and internal control enhancement activities)

- A. University Audit will continue to work closely with all external auditors that provide services to the university. This includes the Florida Auditor General that serves as the state's independent external auditor. It performs financial, operational and federal audits. It cannot be fired by UCF.
- B. The Auditor General performs its own risk assessment to determine its audit scope and provides written reports to the university that are available to the public (<https://flauditor.gov/pages/Reports.aspx>) which include any findings discovered during audit fieldwork. This process and results are discussed with University Audit and UCF management during both entrance and exit conferences. University Audit will provide summaries of these meetings and distribute them to the Audit and Compliance Committee.
- C. As an example, the Auditor General's work includes its recent operational audit report (https://flauditor.gov/pages/pdf_files/2019-095.pdf) covering the 2017-18 fiscal year which discovered inappropriate E&G construction spending during this time frame when money was wrongly spent to build Trevor Colbourn Hall. While there had been internal transfers to accumulate funds for the project in prior years, the Auditor General reviewed actual expenditures during this time period as part of its risk assessment (actual expenses are typically deemed to be a greater risk than internal transfers) and it ultimately identified a concern. It did its job, UCF management responded, and the audit process worked.
- D. University Audit will work with UCF management to verify that all follow-up activities the university has committed to in the Auditor General's operational report and all other reports are fully implemented. All identified issues will be tracked in University Audit's audit management software.
- E. UCF's Direct Support Organizations (DSOs) are also required to have an external audit performed on an annual basis. Each DSO board is responsible for selecting an external firm (the Auditor General does not provide this service) using a

Attachment A

competitive bidding process. University Audit will continue to participate in the selection process (see <https://policies.ucf.edu/documents/2-208DSOExternalAuditorSelectionPolicy.pdf>) and work with the selected firms by sharing relevant audit reports, providing background information and discussing potential concerns and possible fraud scenarios based on the activities each DSO performs.

- F. In addition to these external audits, the Board of Governors (BOG) has retained an external audit firm (Crowe LLP) to provide the BOG with an independent review of the business processes and internal controls relating to financial activities within the State University System. Crowe will be performing work at each SUS location. University Audit will coordinate this work as requested by the BOG and communicate the impact of any recommendations to UCF management and the Board of Trustees. Any recommendations required a response or required action by UCF will be tracked by University Audit using our audit management software.
- G. University Audit will work with UCF management and staff to identify PeopleSoft automated internal control enhancements to reduce inappropriate or unnecessary system access, block or flag inappropriate financial transactions, as well as to develop monitoring reports for activities such as large dollar transfers and the timing and amount of construction project funding transactions.
- H. University Audit will initiate a quarterly financial control evaluation and certification program based on customization of Section 302 of the Sarbanes Oxley Act for publicly traded companies <https://www.sarbanes-oxley-101.com/SOX-302.htm>. This program will include the completion of a checklist to review process, system and regulatory changes along with a review of material transactions taking place during the period to identify any potential areas of concern. A Financial Statement Disclosure Committee consisting of key members of management will be formed to perform this work. University Audit recommends that a member of the Board of Trustees be named as a member of this committee.
- I. University Audit will continue to perform capital project real-time monitoring.
- J. Based on a motion that was made and approved during the April 23, 2019, Audit and Compliance Committee meeting, University Audit will work with management to obtain funding for additional new lines/positions. These lines/positions will focus on financial controls, data analysis and completing the increasing number of investigations being received through the IntegrityLine and other sources as described earlier.
- K. As appropriate, current policies relating to audit and investigation activities will be reviewed and updated and additional policies will be created as necessary.
- L. As a reminder, an audit (whether performed internally or by an external firm) is a historical review as opposed to a real-time review of controls and actions. That is

Attachment A

why it is essential to develop appropriate business rules and controls, preferably automated, to enforce compliance and complement traditional audit work. In addition, the steps noted earlier to develop a strong culture with high integrity, transparency and robust training will greatly benefit the university and allow UCF to focus more energy on achieving its strategic initiatives.

IV. Additional upcoming action items:

- A. Compliance efficiency and benchmarking metrics will be provided at the next Board of Trustees Audit and Compliance Committee meeting.

Attachment B



STATE
UNIVERSITY
SYSTEM
of FLORIDA
Board of Governors

Office of the Chancellor
325 West Gaines Street, Suite 1614
Tallahassee, FL 32399
Phone 850.245.0466
Fax 850.245.9685
www.flbog.edu

March 19, 2019

MEMORANDUM

To: Chairs, University Boards of Trustees
University Presidents

From: Tim Cerio, Chair, Audit and Compliance Committee

Subject: Five-year Review Requirement for State University System of Florida
Compliance Programs

The Board of Governors emphasized the importance of compliance by requiring the development, formalization, and implementation of a compliance and ethics program at each state university. Since November 2016, when the Board of Governors approved Regulation 4.003 *State University System Compliance and Ethics Programs*, all 12 state universities have implemented 18 of the 19 required elements of the regulation. This accomplishment was reported at the January 31, 2019, Board of Governors, Audit and Compliance Committee meeting.

Now that each university has implemented a centralized and independent compliance program, our next step is to address what a five-year program review would encompass and what the Board of Governors would expect regarding the reporting of that review. Specifically, Board of Governors Regulation 4.003 Section 7c states:

At least once every five (5) years, the president and board of trustees shall be provided with an external review of the Program's design and effectiveness and any recommendations for improvement, as appropriate. The first external review shall be initiated within five (5) years from the effective date of this regulation. The assessment shall be approved by the board of trustees and a copy provided to the Board of Governors.

The complexity and size of the compliance programs vary across the state university system, and I recognize that an external review of your respective programs must be

March 19, 2019

Page 2

scalable to reflect that variability. Your program review could be performed by either a contracted service provider or alternatively by a peer compliance professional independent of your university. This is a model that is successful within the internal audit activity and formalized in the *Quality Assessment Manual* issued by the Institute of Internal Auditors Research Foundation.

The most important aspect of a program review would be to ensure that your compliance programs are a viable functioning program within your institution that is operating within the guidelines and spirit of Board of Governors Regulation 4.003. The expected timeframe of an external review would be five years from the date of the Board of Governors approval of Regulation 4.003, which is November 2021.

Attached is a sample external program review report template that may be helpful in summarizing and reporting the program reviews of your university compliance programs. This is, again, merely a sample template; far more important to this report is meaningful content and analysis, rather than strict adherence to form.

If you have any questions, please do not hesitate to contact the Board of Governors Inspector General and Director of Compliance at BOGInspectorGeneral@flbog.edu or 850-245-0466.

TMC/jml

Attachment: Report Template (Example of)

C: Ned Lautenbach, Chair
Marshall Criser III, Chancellor
Vikki Shirley, General Counsel
Julie Leftheris, Inspector General and Director of Compliance
University Chief Compliance Officers

Attachment C

External Program Review of the [University] Compliance Program

[Report Date]

EXECUTIVE SUMMARY

As requested by the [insert university] chief compliance officer (CCO), [Insert assessor name] conducted an external quality assessment of the compliance program of [insert university name]. The principle objectives of the program review (PR) were to assess conformance with applicable authoritative sources, specifically, Board of Governors Regulation 4.003 *State University System Compliance and Ethics Programs* of the State University System Board of Governors, and to evaluate the compliance program's effectiveness in carrying out its mission as set forth in its charter and identify opportunities to enhance its management and work processes as well as its value to [insert university name].

OPINION AS TO CONFORMANCE

It is our overall opinion that the compliance program "generally conforms" with Board of Governors Regulation 4.003. The PR team identified opportunities for further improvement, details of which are provided in this report.

Ratings Scale - "generally conforms," "partially conforms," and "does not conform."

- "Generally Conforms" means the assessor has concluded that the relevant structures, policies and procedure of the activity, as well as the processes by which they are applied, comply with the requirements of the Board of Governors Regulation 4.003 *State University System Compliance and Ethics Programs* in all material aspects.
- "Partially Conforms" means deficiencies in practice are noted that are judged to deviate from authoritative sources, but these deficiencies did not preclude the compliance activity from performing its responsibilities in an acceptable manner.
- "Does Not Conform" means deficiencies in practice are judged to be so significant as to seriously impair or preclude the compliance activity from performing adequately in all or in significant areas of its responsibilities.

SCOPE AND METHODOLOGY

Before commencement of the onsite work by the PR team on [Month XX, 20XX], the team leader conducted a preliminary meeting with [insert name] to gather additional background information. Additionally, a sample of university audit and compliance committee members, university executives and compliance program staff were selected for interview. The compliance program's risk assessment and planning processes, compliance tools and methodologies, engagement, staff management processes, and a representative sample of the compliance program work and reports were also reviewed.

OBSERVATIONS AND POSITIVE ATTRIBUTIONS

The compliance program environment where we performed our review is well structured and progressive where Board of Governors Regulations are understood and management is endeavoring to provide useful tools and implement appropriate practices. Some successful practices observed were:

- i.e. - professional training for compliance activities (including training directed toward compliance certification designation);
- i.e. - concise reports with a focus on risk;
- i.e. - a good reputation and creditability with customers.

Consequently our comments and recommendations are intended to build on this foundation already in place in the compliance program.

RECOMMENDATIONS - IF ANY

Recommendations are divided into two groups:

PART I: MATTERS FOR CONSIDERATION FOR EXECUTIVE MANAGEMENT AND BOT AUDIT AND COMPLIANCE COMMITTEE

1. Observation
2. Observation
3. Observation

PART II: MATTERS FOR CONSIDERATION FOR CHIEF COMPLIANCE OFFICER

1. **Improve the follow-up process** by documenting and implementing a process that ensures all significant findings are addressed on a timely basis
2. Observation
3. Observation
4. Observation

Thank you for the opportunity to be of service to [university.] We will be pleased to respond to further questions concerning this report and furnish any desired information.

Respectfully submitted by:

Report No. XX-XXX • X of X

Name

Title

PROJECT TEAM:

This engagement was conducted and supervised by:

- John Doe
- Jane Doe

ITEM: EP-1

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: 2019 Tenure Recommendations

Background:

The UCF tenure process requires that tenure-earning faculty members not in the College of Medicine seek tenure by the end of their sixth year of employment. Tenure-earning faculty members in the College of Medicine must seek tenure by the end of their eighth year of employment. The tenure procedure requires review by the department promotion and tenure committee, the department chair, the college promotion and tenure committee, the dean of the college, the university promotion and tenure committee, the provost, and the president. Tenure becomes official with final approval of the University of Central Florida Board of Trustees. If approved, tenure will become effective on August 8, 2019.

The recommendation of a faculty member for tenure shall signify that the president and the Board of Trustees believe that the employee will continue to make significant and sustained professional contributions to the university and the academic community.

The primary purpose of tenure is to protect academic freedom. The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

Issues to be Considered:

Please refer to the Attachment A – 2019 Tenure Recommendations

Alternatives to Decision:

Not approve the award of tenure to any or all the faculty members listed on Attachment A.

Fiscal Impact and Source of Funding:

Faculty are considered employees of the university and like other employees, compensation is negotiated during the hiring process. Recommendations for tenure are considered independently from compensation. Faculty who are awarded tenure will have annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

Recommended Action:

The Provost and Interim President support and recommend Board of Trustees approval of the 2019 Tenure Recommendations.

Authority for Board of Trustees Action:

UCF Regulation 3.015(4)(a)1 – Promotion and Tenure of Tenured and Tenure-earning Faculty

Committee Chair approval:

Educational Programs Committee Chair Robert Garvy approved this agenda item and all supporting documentation.

Submitted by:

Jana L. Jasinski, Vice Provost for Faculty Excellence and Pegasus Professor of Sociology

Supporting Documentation:

Attachment A - 2019 Tenure Recommendations

Facilitator:

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education

Attachment A

**University of Central Florida
2019 Tenure Recommendations**

Name	Current Rank	College/Unit	Department/Unit
Thaddeus Anderson	Assistant Professor	Arts and Humanities	Music
Dana Joseph	Assistant Professor	Business Administration	Management
Dalena Taylor	Assistant Professor	Community Innovation and Education	Counselor Education and School Psychology
William Moreto	Assistant Professor	Community Innovation and Education	Criminal Justice
Matthew Matusiak	Assistant Professor	Community Innovation and Education	Criminal Justice
Latarsha Chisholm	Assistant Professor	Community Innovation and Education	Health Management and Informatics
Varadraj Gurupur	Assistant Professor	Community Innovation and Education	Health Management and Informatics
Christopher Emrich	Associate Professor	Community Innovation and Education	School of Public Administration
Michele Regalla	Assistant Professor	Community Innovation and Education	School of Teacher Education
Elsie Olan	Assistant Professor	Community Innovation and Education	School of Teacher Education
Woo Hyoung Lee	Assistant Professor	Engineering and Computer Science	Civil, Environmental, & Construction Engineering
Abedelaziz Mohaisen	Associate Professor	Engineering and Computer Science	Computer Science
Hansen Mansy	Associate Professor	Engineering and Computer Science	Mechanical and Aerospace Engineering
Matthew Stock	Assistant Professor	Health Professions and Sciences	School of Kinesiology and Physical Therapy
Michal Masternak	Associate Professor of Medicine	Medicine	Burnett School of Biomedical Sciences
Magdalena Pasarica	Associate Professor of Medicine	Medicine	Medical Education
Susan Quelly	Assistant Professor	Nursing	Nursing Systems
Rodrigo Amezcua Correa	Assistant Professor	Optics and Photonics	
Scott Branting	Assistant Professor	Sciences	Anthropology
Barbara Sharanowski	Associate Professor	Sciences	Biology
Fernando Uribe Romo	Assistant Professor	Sciences	Chemistry
Laurene Tetard	Assistant Professor	Sciences	Physics
Daniel Paulson	Assistant Professor	Sciences	Psychology
Robert Dvorak	Assistant Professor	Sciences	Psychology
Yingru Li	Assistant Professor	Sciences	Sociology
Timothy Hawthorne	Assistant Professor	Sciences	Sociology
Cynthia Mejia	Assistant Professor	Rosen College of Hospitality Management	Foodservice and Lodging Management
Juhee Kang	Assistant Professor	Rosen College of Hospitality Management	Hospitality Services
Murat Kizildag	Assistant Professor	Rosen College of Hospitality Management	Hospitality Services

ITEM: EP-2

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: Tenure with Hire

Background:

New faculty members are hired each year with tenure. Normally, such faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

The recommendation of a faculty member for tenure shall signify that the president and the Board of Trustees believe that the employee will continue to make significant and sustained professional contributions to the university and the academic community.

The primary purpose of tenure is to protect academic freedom. The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

Issues to be Considered:

Please refer to the Attachment A - Tenure with Hire justification.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

Faculty are considered employees of the university and like other employees, compensation is negotiated during the hiring process. Recommendations for tenure are considered independently from compensation. Faculty who are awarded tenure will have annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

Recommended Action:

The department, college and Provost support and recommend Board of Trustees approval of Tenure with Hire.

Authority for Board of Trustees Action:

UCF Regulation 3.015(4)(a)5 – Promotion and Tenure of Tenured and Tenure-earning Faculty

Committee Chair approval:

Educational Programs Committee Chair Robert Garvy approved this agenda item and all supporting documentation.

Submitted by:

Jana L. Jasinski, Vice Provost for Faculty Excellence and Pegasus Professor of Sociology

Supporting Documentation:

Attachment A: Tenure Justification

Facilitator:

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and
Professor, College of Community Innovation and Education

Attachment A

**Tenure with Hire Justification
Board of Trustees Meeting
May 16, 2019**

**Dane P. Blevins, Associate Professor
College of Business Administration, Department of Management**

Dr. Dane P. Blevins received his Ph.D. in business administration from the University of Texas. He comes to UCF from Bryan School of Business and Economics at the University of North Carolina at Greensboro, where he was an assistant professor of strategy. Dr. Blevins previously held assistant professor positions at Clemson University and Binghamton University. He has published a number of peer-refereed journal articles in top management journals. In addition, he has several papers under review, and has presented at numerous national and international conferences. Dr. Blevins has teaching experience at the graduate and undergraduate levels, and was the recipient of the Teaching Excellence Award at Binghamton University. While at Binghamton University, he served on the School of Management Restructuring Taskforce, for which he was one of two assistant professors appointed to help lead significant changes within the School. Dr. Blevin's record of accomplishment surpasses the standard for tenure at any university that UCF might reasonably call a peer or aspirant school. The Department of Management and the College of Business Administration support the recommendation for tenure with hire.

**Daniel W. Eadens, Associate Professor
College of Community Innovation and Education, Department of Educational Leadership
and Higher Education**

Dr. Daniel W. Eadens received his Ed.D. in educational leadership and policy studies from the University of South Florida. He comes to UCF from Northern Arizona University, where he was a tenured associate professor of educational leadership. While at Northern Arizona University, Dr. Eadens served as an assistant department chair and an abroad coordinator. He is a former assistant professor of educational leadership at the University of Southern Mississippi. He has further served as a school administrator and teacher within Florida for sixteen years. Dr. Eadens has numerous scholarly publications that include peer-reviewed articles and book chapters that present his approach to teaching and learning. He has presented at national and international conferences. He has extensive teaching experience at the graduate and undergraduate levels and has served on many dissertation committees as a chair, co-chair, or member. He has the experience necessary for collaborative endeavors and advancing the program rank and stature nationally and internationally. The Department of Educational Leadership and Higher Education and the College of Community Innovation and Education support the recommendation for tenure with hire.

Gail P.A. Kauwell, Professor

College of Health Professions and Sciences, Department of Health Sciences

Dr. Gail P.A. Kauwell received her Ph.D. in food science and human nutrition from the University of Florida. She comes to UCF from the University of Florida, where she was a tenured professor and Distinguished Teaching Scholar. Dr. Kauwell has served as a program director of the Master of Science-Dietetics Internship Program at the University of Florida, and has served in multiple roles on the National Dietetics Association and other national nutrition organizations. She has also served as president of the Florida State Dietetics Association, among many roles at the state level. Dr. Kauwell has received approximately \$3.8 million in research funding during her career. Her research has been published in highly ranked nutrition journals, she has authored several book chapters and she has presented at many regional, national and international conferences. She has extensive creative scholarly accomplishments and has been the recipient of college, university, state, and national level awards, that include Graduate Teacher/Advisor of the Year and NACTA (North American Colleges and Teachers of Agriculture) Teacher Fellow. The Department of Health Sciences and the College of Health Professions and Sciences support the recommendation for tenure with hire.

Young-joo Lee, Associate Professor

College of Community Innovation and Education, School of Public Administration

Dr. Young-joo Lee received her Ph.D. in public administration and policy from the University of Georgia. She comes to UCF from the University of Texas at Dallas, where she was a tenured associate professor and Ph.D. advisor for the Public and Nonprofit Management Program. Dr. Lee has an excellent research record, with multiple peer-reviewed articles in top journals in her field, such as *Public Administration Review*, *the American Review of Public Administration*, and *Nonprofit and Voluntary Sector Quarterly*. She has presented at numerous conferences and invited lectures regionally, nationally and internationally. Dr. Lee has strong teaching qualifications and has taught undergraduate and graduate courses. She serves as *Public Administration Review* associate editor and on editorial boards for *Nonprofit Management and Leadership* and *International Review on Public and Nonprofit Sector Marketing*, among many other service activities in the profession, college, and university. Dr. Lee will enhance the School of Public Administration's visibility nationally and internationally with her quality scholarship. The School of Public Administration and the College of Community Innovation and Education support the recommendation for tenure with hire.

Benjamin Schooley, Associate Professor

College of Community Innovation and Education, Department of Health Management and Informatics

Dr. Benjamin Schooley received his Ph.D. in information systems and technology from Claremont Graduate University in California. He comes to UCF from the University of South Carolina, where he was a tenured associate professor of health information technology. Dr. Schooley's research interests are in user experience design, decision support, process improvement, and the design of health provider and consumer-oriented systems. He has an excellent research record with multiple peer-reviewed publications as first author, and has presented at numerous invited presentations regionally, nationally and internationally. Over the past five years, Dr. Schooley has served as PI or Co-PI on over \$1.4 million in grant-funded awards, with an additional \$2.3 million still pending decisions. He has received grants from agencies such as the National Science Foundation, U.S. Department of Transportation and Federal Highway Administration. He served as the research director for the Health IT Consortium and technology director for the Center for Effectiveness Research in Orthopedics (CEROrtho) while at the University of South Carolina. He has taught undergraduate and graduate courses and has performed service for master's student advising and capstone project mentoring. The Department of Health Management and Informatics and the College of Community Innovation and Education support the recommendation for tenure with hire.

John L. Solow, Professor

College of Business Administration, Department of Economics

Dr. John L. Solow received his Ph.D. in economics from Stanford University. He comes to UCF from the University of Iowa, where he was a tenured professor of economics. While at the University of Iowa, he held major departmental service positions, including director of undergraduate studies, director of graduate studies, and department chair. Dr. Solow initially conducted research on the economics of energy, then moved to industrial organization and law and economics, and presently conducts research on the economics of sports. He has published in, and refereed for, top journals of the profession, including *American Economic Review*, *International Journal of Industrial Organization*, and *Journal of Sports Economics*. Dr. Solow is a coauthor of one of the top *Principles of Economics* textbooks. He has presented at numerous regional and national conferences. He has extensive teaching experience at the undergraduate, masters and Ph.D. levels, with distinction. Dr. Solow is a distinguished member of the National Society of Collegiate Scholars and a recipient of the University of Iowa Collegiate Teaching Award and Tippie College of Business Dean's Teaching Award. The Department of Economics and the College of Business Administration support the recommendation for tenure with hire.

ITEM: EP-3

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: Approval of New Degree Program – Master of Public Policy

Background:

All graduate degree programs utilizing a new CIP Code are required to be reviewed and approved by the Board of Trustees. The College of Community Innovation and Education is proposing a new degree program for CIP Code 44.0501 (Public Policy Analysis, General).

Issues to be Considered:

- **Program Description:**
The Master of Public Policy (MPP) degree is an extension of the existing graduate certificate of Public Policy Analysis. The program will engage students across a range of policy domains such as urban, environmental, transportation, economic development, international/global, disaster, and homeland security. The MPP emphasizes policy research and evaluation, and evidence-based decision making.
- **Benefits:**
Currently, there is only one small master's program in public policy in Florida, which is offered by Jacksonville University. Students in the UCF program will master core competencies in public policy and governance, economic principles, research methods, policy and program analysis and evaluation, public leadership and decision-making processes. The downtown Orlando location will provide easy access to city, county, and other government agencies, nonprofit organizations, and internship opportunities.
- **Career/Workforce Needs:**
Job titles of MPP graduates include policy analyst, public policy specialist, public policy manager, nonprofit chief operating officer, budget analyst, and budget director. The annual salary range derived from recent advertisements for these positions is from \$58,000 to over \$130,000. Surveys by the USC Sol Price School of Public Policy and American University show 92% employment in the public policy field of MPP graduates within six months. From the accreditation agency, Network of Schools of Public Policy, Affairs, and Administration (NASPAA), 23% of MPP graduates work for a domestic non-profit organization, 20% are in the private consulting sector, 15% work for a state/regional government, 11% work for the federal government, and 7% work in local government.

Alternatives to Decision:

There is no obvious alternative if this degree program is not approved.

Fiscal Impact and Source of Funding:

No new funds are requested. E&G reallocation is from within the UCF School of Public Administration.

Recommended Action:

The Provost's office recommends Board of Trustees approval of the new degree program. It meets three of the eight BOG criteria with strength and meets the expectations of the remaining five criteria.

Authority for Board of Trustees Action:

BOG Regulation 8.011 – Authorization of New Academic Degree Programs and Other Curricular Offerings.

Committee Chair approval:

Educational Programs Committee Chair Robert Garvy approved this agenda item and all supporting documentation.

Submitted by:

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education

Supporting Documentation:

Attachment A - Analysis Summary for New Degree Authorization

Facilitator:

Elizabeth Klonoff, Vice President for Research and Dean, College of Graduate Studies

Attachment A

**Analysis Summary for New Degree Authorization
Program Name: Master of Public Policy**

	Criteria	Proposal Response to Criteria
1.	The goals of the program are aligned with the university’s mission and relate to specific institutional strengths.	<p>Met</p> <p>The Master of Public Policy (MPP) will support UCF’s mission by developing partnerships with government and industry. The program will be housed at the new UCF Downtown Campus increasing the program’s impact to the community. The program will provide strong candidates for jobs in government, nonprofit, and the private sector industries. Furthermore, the MPP will develop students with strong research skill capable of contributing to the university’s goal of research scholarship and productivity. Finally, the MPP will offer students the opportunity to address diverse and complex societal issues and contribute to a more vibrant global community.</p>
2.	If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	<p>Met</p> <p>The discipline has had several recent accreditation activities. The related Master in Public Administration (MPA) program is accredited by the Network of Schools of Public Policy, Affairs, and Administration (NASPAA) and the Commission on Peer Review and Accreditation (COPRA). The MPP will address the suggestion of the most recent accreditation to increase diversity through student recruitment and retention. The MPP will further develop curriculum addressing the topic of ethics.</p>
3.	The proposal describes an appropriate and sequenced course of study. Admissions and graduation criteria are clearly specified and appropriate. The course of study and credit hours required may be satisfied within a reasonable time to degree. In cases in which accreditation is available for existing bachelor’s or master’s level programs, evidence is provided that the programs are accredited, or a rationale is provided as to the lack of accreditation.	<p>Met</p> <p>The proposed MPP outlines the sequence of courses to be taken by students. The curriculum incorporates existing courses taught by the School of Public Administration and includes one new capstone course. The courses cover appropriate topic areas relevant to the MPP degree. Detailed syllabi for each course are included in the proposal. The proposal provides information about the accreditation of two of SPA’s master’s level programs-Master of Public Administration and Master of Nonprofit Management (the first degree program in the world accredited by NASPAA).</p>
4.	Evidence is provided that a critical mass of faculty members is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty members in later years, based on estimated enrollments. For doctoral programs, evidence is provided that the faculty members in aggregate have the necessary experience and research activity to sustain a doctoral program.	<p>Met with Strength</p> <p>The School of Public Administration has a sufficient number of highly productive faculty who are teaching the existing courses in the curriculum. Over last few years, the School has hired ten new faculty with specializations that focus on public policy and related fields.</p>

	Criteria	Proposal Response to Criteria
5.	Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; appropriate fellowships, scholarships, and graduate assistantships; and appropriate clinical and internship sites are sufficient to initiate the program.	<p>Met with Strength</p> <p>Current space and resources are adequate. The program’s primary classroom space will be located at the new UCF Downtown Campus. The School has plans to generate fellowships through new enrollment growth, contracts and grants, and philanthropic funds. The program will benefit from funding sources from the Center for Public and Nonprofit Management. The School is expected to be named after a prominent leader which may yield additional funds from donors.</p>
6.	Evidence is provided that there is a need for more people to be educated in this program at this level. For all degree programs, if the program duplicates other degree programs in Florida, a convincing rationale for doing so is provided. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body.	<p>Met</p> <p>The proposal includes an abundance of letters of support from a variety of stakeholders. The program also included an extensive list of companies that will provide students with internship opportunities. Current students in the MPA program expressed that if available they would have applied for the MPP. There may be some movement of current students from the MPA to the MPP, but the MPA has a large student population and the impact should be insignificant. Furthermore, there has been several inquiries about the MPP program from international students as well as US-based think tanks.</p>
7.	The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, is comparable to the budgets of similar programs, and provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment.	<p>Met</p> <p>The reallocation of funds for this program is relatively small. The program proposes a small amount of C&G funding which would help to fund assistantships. The MPP does not necessitate the hiring of new faculty; the current faculty resources will be enough to offer the MPP program. In addition, no new courses except for the capstone course, needed to be developed.</p>
8.	The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	<p>Met with Strength</p> <p>Faculty in the School of Public Administration have won UCF’s Teaching Incentive Program (TIP) Award and their College’s Excellence Awards for Undergraduate and Graduate Teaching. In addition, two faculty members have been named recipients of UCF Luminary Awards in 2017 and 2018, and one is a Fulbright scholar. The School also has a UCF Pegasus Professor and a fellow of the National Academy of Public Administration (NAPA). The faculty serve on editorial boards of premier journals and maintain leadership roles in professional societies.</p>

ITEM: EP-4

UCF BOARD OF TRUSTEES

May 16, 2019

Title: Academic Degree Program Termination: Bachelor of Science in Athletic Training

Background:

Mandated by the Commission on Accreditation of Athletic Training Education (CAATE), all professional athletic training degrees must be delivered at the graduate level. Students may not be admitted into baccalaureate level programs after the start of the fall term 2022. UCF's Athletic Training program faculty responded to this change by creating a new and challenging Master of Athletic Training (MAT) degree program that includes curriculum that prepares students to play an integral role as healthcare providers in a rapidly evolving healthcare system. The MAT received Board of Trustees approval in July 2017 to begin operations in Summer 2019.

Issues to be Considered:

The University of Central Florida seeks to terminate the Bachelor of Science in Athletic Training program effective Spring 2021. The program will complete an undergraduate teach-out plan through Spring 2020. The additional time to full termination allows for students completing practicum or independent study coursework to graduate through Fall 2020.

Alternatives to Decision:

The bachelor's program will remain on the Board of Governors Degree Inventory for UCF, even though the program is no longer offered by the university.

Fiscal Impact and Source of Funding:

The fiscal impact of this decision is revenue neutral. Subsequent to the Spring 2020 teach out plan there will be no additional undergraduate courses offered. Graduate level activity associated with the MAT program will continue.

Recommended Action:

Board of Trustees approval to terminate the Bachelor of Science in Athletic Training

Authority for Board of Trustees Action:

BOG Regulation 8.012 – Academic Program Termination and Temporary Suspension of New Enrollments

Committee Chair approval:

Educational Programs Committee Chair Robert Garvy approved this agenda item and all supporting documentation.

Submitted by:

M. Paige Borden, Associate Provost, Academic Program Quality and
Associate Vice President, Institutional Knowledge Management

Supporting Documentation:

Attachment A – Academic Degree Program Termination Form

Facilitator:

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and
Professor, College of Community Innovation and Education

Revised 12/2016

Board of Governors, State University System of Florida
ACADEMIC DEGREE PROGRAM TERMINATION FORM
In Accordance with BOG Regulation 8.012

UNIVERSITY: University of Central Florida

PROGRAM NAME: Athletic Training

DEGREE LEVEL(S): B
(B., M., Ph.D., Ed.D., etc.)

CIP CODE: 51.0913
(Classification of Instructional Programs)

ANTICIPATED TERMINATION TERM: Summer 2020
(First term when no new students will be accepted into the program)

ANTICIPATED PHASE-OUT TERM: Spring 2021
(First term when no student data will be reported for this program)

Please use this form for academic program termination. The form should be approved by the University Board of Trustees (UBOT) prior to submission to the Board of Governors, State University System of Florida for consideration. Please fill out this form completely for each program to be terminated in order for your request to be processed as quickly as possible. Attach additional pages as necessary to provide a complete response. In the case of baccalaureate or master's degree programs, the UBOT may approve termination in accordance with BOG Regulation 8.012, with notification sent to the Board of Governors, Office of Academic and Student Affairs. For doctoral level programs please submit this form with all the appropriate signatures for Board of Governors' consideration. The issues outlined below should be examined by the UBOT when approving program terminations.

1. Provide a narrative rationale for the request to terminate the program.

Due to a mandate from the Commission on Accreditation of Athletic Training Education (CAATE), all professional athletic training degrees must be delivered at the graduate level. Baccalaureate programs may not admit, enroll, or matriculate students into the athletic training program after the start of the fall term 2022. The University of Central Florida currently offers a Bachelor of Science in Athletic Training that requires students complete 62 credits in the "professional phase" of the program. The Athletic Training Program faculty used this mandate as an opportunity to create a new and challenging

Revised 12/2016

Master of Athletic Training (MAT) degree (entry-level clinical degree) that includes a curriculum that will prepare students to play an integral role as healthcare providers in a rapidly evolving healthcare system. The MAT has received Board of Governors approval to begin operation effective Summer of 2019.

- 2. Indicate on which campus(es) the program is being offered and the extent to which the proposed termination has had or will have an impact on enrollment, enrollment planning, and/or the reallocation of resources.**

The Athletic Training (BSAT) program is offered on the UCF main campus. The students in the BS in AT are a cohort, and all students who are in good standing will be able to complete the degree. The majority of BSAT students will phase out upon their graduation in May of 2020.

Resources associated with the BSAT will be redirected to the MAT.

- 3. Explain how the university intends to accommodate any students or faculty who are currently active in the program scheduled to be terminated. State what steps have been taken to inform students and faculty of the intent to terminate the program. Please provide the date when the teach-out plan was submitted to SACSCOC, if applicable.**

We will not be offering didactic courses for the BSAT after the spring of 2020. All student will complete the course sequence and graduated in May 2020. There may be a need to keep a student in this major (finishing a practicum or independent study) through fall 2020.

The teach-out plan has not been submitted to SACSCOC yet.

- 4. Provide data (and cite sources) on the gender and racial distribution of students in and faculty affiliated with the program. For faculty, also list the rank and tenure status of all affected individuals.**

Students: UCF's Institutional Knowledge Management unit reflects Fall 2018 BSAT enrollment of 50 students with a gender breakdown of 70% female and 30% male. As for ethnicity, the Fall 2018 enrollment was 40% white, 34% Hispanic, 20% African-American, and 2% each for American-Indian/Alaska Native, Asian, and Native Hawaiian/Pacific Islander.

Faculty: N/A. Faculty have transferred to the new MAT program.

- 5. Identify any potential negative impact of the proposed action on the current representation of females, minorities, faculty, and students in the program.**

National level data for graduate programs, as well as initial admissions cycle data for the new MAT program, reflects a decrease in representation of males



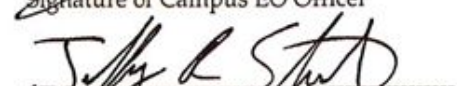
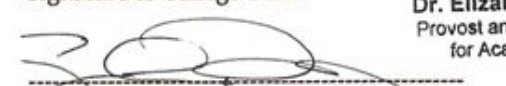
Revised 12/2016

and minority students. The faculty are developing a recruitment plan to encourage matriculation of students who are male and/or represent minority groups.

Faculty: N/A Faculty have transferred to the new MAT program.

6. If this is a baccalaureate program, please explain how and when the Florida College System (FCS) institutions have been notified of its termination so that students can be notified accordingly.

Any students interested in the BSAT program would have seen an alert on our website before fall 2016. The information about the degree transition and timeline was posted in advance of any freshman who could have been in the final Class of 2020. In addition, because this is a degree change occurring at the national level and mandated by the Commission on Accreditation of Athletic Training, any investigation into the career by a student would have resulted in an understanding that all athletic training degree programs were making this degree change.

 ----- Signature of Requestor/Initiator	<u>4/10/19</u> ----- Date
 ----- Signature of Campus EO Officer	<u>4-15-19</u> ----- Date
 ----- Signature of College Dean	<u>4-10-19</u> ----- Date
 ----- Signature of President or Vice President for Academic Affairs	<u>4/17/19</u> ----- Date

Dr. Elizabeth A. Dooley
Provost and Vice President
for Academic Affairs

----- Date Approved by the Board of Trustees	----- Date
--	---------------

----- Signature of the Chair of the Board of Trustees	----- Date
---	---------------

ITEM: EP-5

**UCF BOARD OF TRUSTEES E
May 16, 2019**

**Title: Agreement between Department of the Air Force 159th AFROTC Cadet
Wing and University of Central Florida**

Background:

The office of the Secretary of Defense has directed that all military services standardize and update their current ROTC contract with host universities to eliminate old and outdated language. The new contract would replace the existing agreement on file, originally signed in July 21, 1995. The updated contracts will be the same at all host universities for all ROTC units.

Issues to be Considered:

The original contract is 24 years old; the new contract is updated to reflect current operational procedures within AFROTC and ensures all host universities follow the same guidance and procedures. There are no significant changes from the original contract.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Recommend Board of Trustees approve the new contract. This is a standardized contract across all 145 AFROTC detachments in the United States to ensure continuity of operations, conduct and training across AFROTC

Authority for Board of Trustees Action:

USAF Regulation – AFROTCI 36-2010 and OPLAN 14-02

Committee Chair approval:

Educational Programs Committee Chair Robert Garvy approved this agenda item and all supporting documentation.

Submitted by:

Heather L. McGee, Colonel, United States Air Force, Commander, Professor and Chair of Aerospace Studies AFROTC Detachment 159, University of Central Florida

Supporting Documentation:

Attachment A: Letter to Interim President Thaddeus Seymour

Attachment B: Updated agreement between Department of the Air Force 159th AFROTC Cadet Wing and University of Central Florida

Attachment C: Existing agreement between Department of the Air Force 159th AFROTC Cadet Wing and University of Central Florida dated July 21, 1995

Facilitator:

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education



Attachment A

**DEPARTMENT OF THE AIR FORCE
159th AFROTC Cadet Wing (AETC)
University of Central Florida
Orlando, FL 32816**

15 March 2019

Office of the President
University of Central Florida
PO Box 1600002
Orlando FL 32816-0002

Dear President Seymour,

This letter is to respectfully request your signature on the updated agreement between Air Force Reserve Officer Training Corps (AFROTC) Detachment 159 and the University of Central Florida (attachment 1). The Office of the Secretary of Defense (OSD) has directed that all the military services standardize and update their current ROTC contract with host universities to eliminate old and outdated language (attachment 2). The new contract would replace the existing agreement on file, originally signed in 1995 (attachment 3). In order to support OSD direction, the office of the Secretary of the Air Force developed a standardized contract based on strict guidance from OSD which includes mandatory verbiage as seen in attachment 1. The updated contracts will be the same at all host universities for all ROTC units – any deviations will need to be approved by the Assistant Secretary of the Air Force, Manpower and Reserve Affairs (SAF/MR).

Detachment 159 at the University of Central Florida (UCF) is one of the largest AFROTC detachments in the nation, with over 250 active cadets – 95% of those cadets are full-time students at UCF. Detachment 159 was activated in the Fall of 1972, and since that time, over 1000 Air Force officers have been commissioned from UCF. We have a very active detachment within the University and the community, providing support to athletic events, humanitarian efforts, veterans' activities, and local events within and around Central Florida. The updated contract will help ensure Detachment 159 remains a prominent organization within the UCF community, and we greatly appreciate the continued support from UCF and the Central Florida area.

If you have any questions about the new contract or would like to discuss to details please feel free to contact me at (407) 823-2572 or at heather.mcgee@ucf.edu. I greatly appreciate your continued support for the AFROTC program at the University of Central Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather L. McGee".

HEATHER L. MCGEE, Col, USAF, DBA
Commander AFROTC Detachment 159
Chair and Professor of Aerospace Studies
University of Central Florida

- 3 Attachments:
1. Updated AFROTC and Host University Contract Letter (for signature)
 2. AFROTC CC MFR for standardized contracts
 3. 1995 Contract with UCF (AF Form 1268)

Attachment B

AGREEMENT FOR ESTABLISHMENT AND MAINTENANCE OF AN AIR FORCE SENIOR RESERVE OFFICERS' TRAINING CORPS UNIT

1. The Secretary of the Air Force having approved the application for the establishment of an Air Force Senior Reserve Officers' Training Corps (SROTC) Unit executed by

_____ Dr. Thad Seymour Jr., Interim President _____ of
(Name and Title)

_____ University of Central Florida _____ on _____ 15 May 2019 _____ agrees as follows:
(Institution) (Date)

- a. To establish and maintain a unit of the Air Force SROTC of the above named school.
- b. To assign military personnel as the Secretary of the Air Force deems necessary for the proper administration and conduct of the Air Force SROTC unit and to pay the statutory compensation to such personnel from the Department of the Air Force funds.
- c. To provide for use by the Air Force SROTC unit available government property that is authorized by law. To pay at the expense of the government the costs of normal maintenance of property (exclusive of utilities costs) involved in the storage of such property at the school.
- d. To pay at the government's expense subsistence allowance at a prescribed rate to enrolled members in the Advanced SROTC course and to participants in the SROTC Financial Assistance Program.
- e. To issue at the government's expense uniform clothing for members of the SROTC unit.
- f. To arrange the accounting procedures with designated fiscal officer when providing financial assistance to specifically selected members under the provisions of Title 10, U.S. Code 2107 and 2107a.
- g. To relieve this school of the accountability and responsibility for the U. S. property provided for the Air Force SROTC unit on completion of a satisfactory accounting and inventory.
- h. To appoint an active duty officer or civilian employee of the Air Force who has been assigned to duty at the school as the Air Force SROTC Responsible Officer. They will have the authority to requisition, receive, store, and account for Air Force Property. The appointee will also be responsible for all property matters and will act in behalf of the Air Force.
- i. To return to the school the accountability and responsibility for the issue, care, use, safekeeping and accounting for the U.S. property used and required in the Air Force SROTC unit should the school request this action in writing.

Attachment B

2. The governing authorities of this school agree as follows:

a. To establish and maintain a Department of Aerospace Studies as an integral department of the school and to adopt as part of its curriculum prescribed and conducted as agreed upon by the school and the Secretary of the Air Force.

b. To require each student enrolled in the Air Force SROTC unit to devote the number of hours to the aerospace studies curriculum as agreed to by the school and the Secretary of the Air Force.

c. To grant degree credit for SROTC courses and to list SROTC course grades on student transcripts. Credit for SROTC courses will be reviewed on the same basis as other institutional courses. If applicable credit is in question, the institution will recommend adjustments to ensure such courses are granted credit.

d. To arrange for the scheduling of classes within the military curriculum so that they will be just as convenient for the student to attend as other courses at the same educational level.

e. To include a representative of the Department of Aerospace Studies on all faculty committees that directly affect the Department of Aerospace Studies.

f. To provide a full-time school employee under the supervision of the Department of Aerospace Studies to serve as liaison for the SROTC unit regarding administration of the SROTC program.

g. To provide at no cost to the U.S. Air Force, the necessary and adequate classrooms, administrative offices and equipment, areas for computers and printing equipment with secure storage space, access to gymnasium and fitness facilities, physical training field, storage area and other required facilities.

h. To provide janitorial and grounds upkeep, parking space for government and staff vehicles, and other required support in the same manner and measure that is provided to the other departments of the school.

i. To provide printing and publication support, information technology equipment/support and information assurance support services that ensures protection of the data and systems. To provide unrestricted access to government networks or systems in support of the SROTC mission.

j. To meet or exceed Department of Defense viability requirements (implemented in DoD Instruction 1215.08, Air Force Instruction 36-2011, or other applicable statutes, regulations or policies) for continuation of status as a unit.

k. To provide without expense to the U.S. Air Force, adequate storage facilities for all U.S. property provided for the Air Force SROTC program. It is agreed that such facilities will be

Attachment B

separate and apart from those occupied by any other department of the school or government agency and satisfy Air Force security requirements per Air Force Instruction 31-101.

1. To take reasonable measures, to include withholding transcripts, grades, and/or certificates of graduation when requested by the Professor of Aerospace Studies (PAS), to recover government property that is improperly in the hands of students or former students.

3. It is mutually understood and agreed as follows:

- a. This agreement is effective upon official signature of the authorized representative for the school and the Secretary of the Air Force.
- b. This agreement will be reviewed and renewed in ten (10) years to ensure compliance by both the Department of the Air Force and the school.
- c. This agreement may be terminated by either party after giving one academic year's notice.
- d. Officers will not be assigned to the Department of Aerospace Studies without prior approval of this school. The Secretary of the Air Force or designee will have the right at any time to remove from duty any military or civilian who the Air Force has assigned to the school. The school reserves the right to request removal of Air Force personnel for good cause.
- e. That no SROTC unit will be established or maintained at a school that unlawfully discriminates with respect to admission or subsequent treatment of students in a manner prohibited under applicable state and/or federal law, and applicable federal regulations and other policies.
- f. That the school will comply with applicable federal and state law and Department of Defense (DoD) policy prohibiting discrimination based upon race, color, religion, sex (including gender identity), sexual orientation and/or national origin. No ROTC unit will be established or maintained at a school that unlawfully discriminates in a manner prohibited under applicable federal and state laws and DoD policy with respect to assignment of Military Service members and federal employee civilian staff to the ROTC unit; this prohibition applies to any requirements regarding the status, privileges or benefits accorded to such persons under law, DoD policy, state policy or school policy.
- g. That no SROTC unit will be established or maintained unless the senior commissioned officer assigned to the school:

(1) Is designated the Head of the Department of Aerospace Studies.

(2) Is given a status over the Department of Aerospace Studies and within the school which is consistent with that given to academic department heads.

Attachment B

(3) Is given an academic rank and title comparable to the ranks and titles awarded to other school faculty of professional status, and is accorded all the privileges of those who hold the academic rank of professor.

(4) Is given voting rights on all matters concerning Air Force SROTC and on such additional matters the school may elect.

4. This agreement supersedes all existing agreements between the Department of the Air Force and the school pertaining to this matter.

Air Force Signature Block

School Signature Block

**Thaddeus Seymour Jr., PhD.
Interim President
University of Central Florida**

W1 trace

159

Attachment C

APPLICATION AND AGREEMENT FOR THE ESTABLISHMENT OF A SENIOR AIR FORCE RESERVE OFFICERS' TRAINING CORPS DETACHMENT

SUBJECT: Application for the Establishment of a Senior Air Force Reserve Officers' Training Corps Detachment
TO: Commandant, AFROTC, Maxwell AFB AL 36112-6663
 Chief of Staff, United States Air Force, Wash DC 20330-2000
 Secretary of the Air Force, Wash DC 20330-1000

APPLICATION

By direction of the governing authorities of the University of Central Florida

I, John C. Hitt

(Name of Institution)
President

(Name)

(Title)

hereby submit application for the establishment of a Senior Air Force Reserve Officers' Training Corps Detachment under the provisions of Section 2102, Title 10, United States Code, as amended.

1. Contingent upon the acceptance of this application and upon the initial and continuing fulfillment of all the conditions enumerated in paragraph 2 following, the Secretary of the Air Force agrees:

a. To establish and maintain a Senior Air Force Reserve Officers' Training Corps detachment at the institution named in the foregoing application.

b. To assign such Air force personnel as may be deemed necessary for the proper administration and conduct of the program at the above named institution, and to pay the statutory compensation of such personnel.

c. To pay, subject to laws and regulations, subsistence allowance at the prescribed rate to cadets who are enlisted in the Obligated Reserve Section of the Air Force Reserve and selected for the Professional Officer Course (POC), and those cadets who are enlisted in the Obligated Reserve Section of the Air Force Reserve and selected for the AFROTC scholarship program.

d. To pay authorized expenses of cadets who are enlisted in the Obligated Reserve Section of the Air Force Reserve and selected for the AFROTC scholarship program, to include tuition, fees, books, and laboratory expenses where applicable.

e. To pay to the institution commutation in lieu of issue uniforms, at currently prescribed rates, in behalf of General Military Course (GMC) and/or Professional Officer Course (POC) cadets, if that procedure is elected by the institution.

f. To assume custodial responsibility for authorized items of uniform clothing issued to the Professor of Aerospace Studies under the Issue-In-Kind Uniform System and to pay all costs incident to the transportation, packing, crating, alteration, and disposition of such uniforms if the Issue-In-Kind Uniform System is elected by the institution.

g. To assume custodial responsibility for all items of Air Force equipment issued to the Professor of Aerospace Studies as authorized by applicable Tables of Allowances, and to pay all costs incident to the transportation, packing, crating, and normal maintenance of such property.

h. To ensure that assigned Air Force members are available for faculty and administrative committees on the same basis as other faculty members.

2. Contingent upon the acceptance of this application and upon the fulfillment of the conditions enumerated in paragraph 1 above, the governing authorities of this institution agree:

a. To establish a Department of Aerospace Studies as an integral academic department of the institution, with all the administrative and associated privileges enjoyed by other departments of the institution. The Secretary of the Air Force will prescribe the course content, conduct of the courses, and provide the support literature for the following curriculum(s) which the institution adopts:

(1) A 4-year course of Aerospace Studies covering the General Military Course (GMC) and the Professional Officer Course (POC) NOTE: If this is the only option selected, then enrollment in the first two years, known as the General Military Course, will be compulsory; or

(2) A 2-year course of Aerospace Studies covering the Professional Officer Course; or,

(3) Both of the above.

b. To require each student enrolled in any of the programs to devote the number of class hours to aerospace studies prescribed by the Secretary of the Air Force.

c. To grant appropriate academic credit, either to meet specific degree requirements or as free electives, for successful completion of courses offered by the Department of Aerospace Studies. Appropriate academic credit will be determined by the institution on a basis equitable with the award of credit for other institutional courses requiring similar expenditures of student time and effort. If credit is questioned, the institution shall recommend changes to make the courses more compatible with degree and graduation requirements.

d. To arrange for the scheduling of aerospace studies classes to make it equally convenient for students to participate in the academic offerings of the Air Force Reserve Officers' Training Corps program as in other courses at the same educational level.

e. To confer the rank of Professor on the senior Air Force officer assigned to the AFROTC detachment, as is required by law, and the rank of Associate or Assistant Professor on all other officer personnel assigned to the detachment.

f. To make available to the Department of Aerospace Studies, without charge, the necessary classrooms, administrative offices, storage space, government vehicle parking space, staff parking space, and other required facilities in the same manner and at the same level as is provided to other departments within the institution.

g. To provide adequate secretarial, janitorial, and communication services; printing and publications, building maintenance, utilities, and grounds upkeep to the Department of Aerospace Studies on the same basis as is provided to other departments within the institution.

h. To elect the uniform commutation system in lieu of Issue in Kind Uniform System for the GMC , POC , and to assume responsibility for the procurement, receipt, storage, maintenance, issue, and disposition of uniform items by appointing a civilian institutional official empowered to perform the administrative and custodian function incident to these uniforms.

i. To elect the Issue-In-Kind Uniform System for the GMC , POC , and to provide a separate storage facility for issue-in-kind uniforms where both issue-in-kind and commutation systems are elected.

j. To conform to the applicable regulations of the Secretary of the Air Force pertaining to the administration and operation of the Air Force ROTC program. Public Law, Department of Defense Directives, and Air Force policies and regulations shall be the sole determinants of who is eligible for enlistment and commissioning.

k. That the institution is accredited to award baccalaureate degrees by:

Southern Association of Colleges and Schools

(Name of accreditation agency)

3. It is mutually understood and agreed.

a. That this agreement shall become effective when the authorities of the Institution have been notified officially that the Secretary of the Air Force has approved the establishment of the Air Force Reserve Officers' Training Corps detachment cited herein, and on the date specified.

b. That this agreement may be terminated at the completion of any school year by either party by giving at least 1 year notice or sooner by mutual agreement.

c. That no Air Force officer will be assigned to the Department of Aerospace Studies without the prior approval of the authorities of the Institution and no Air Force member will be continued on assignment after the authorities have requested the officer's relief.

d. That the Air Force shall have the right at any time to relieve any Air Force member assigned to the Institution.

e. That AFROTC or other equivalent peacetime programs will be the officer candidate program conducted in colleges and universities during a national emergency.

4. When preferred, institutions may use the terminology "Air Force Aerospace Studies" rather than "Aerospace Studies" as titles of the department and Visiting or Adjunct Professor as titles for Air Force officer faculty members in lieu of Professor.

5. The Institution may charge tuition fees for aerospace studies courses on the same basis as it charges for other courses at the Institution. The Institution may not charge tuition for aerospace studies courses for which no academic credit is granted.

6. For good and valid mutual consideration, and as a condition precedent to acceptance and continuance of this agreement, the Institution warrants and represents that it does not, and will not, discriminate in any way with respect to the admission or subsequent treatment of students on the basis of race, color, sex, or national origin. It is further mutually agreed that a violation of this covenant, as determined by the Secretary or a designee, may be regarded as a breach of this agreement, justifying termination thereof, at no cost to the government, by the Secretary or the designee.

7. This agreement supersedes all existing agreements between the Secretary of the Air Force and the Institution pertaining to their establishment of an Air Force Reserve Officers' Training Corps detachment.

ADDENDUM

FOR THE INSTITUTION		
DATE	TYPED NAME AND TITLE	SIGNATURE
July 21, 1995	JOHN C. HITT, PRESIDENT	<i>John C. Hitt</i>
FOR THE SECRETARY OF THE AIR FORCE		
DATE	TYPED NAME AND TITLE	SIGNATURE
1 Oct 95	RUBY B. DEMESME Deputy Assistant Secretary	<i>Ruby B. Demesme</i>

ITEM: FF-1

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: U.S. Army Cooperative Agreement Modification 33

Background:

UCF and the US Army Research Laboratory Simulation Training Technology Center entered into a Cooperative Agreement effective June 3, 2015, entitled “Soldier Perception Laboratory for Force 2025 Army Training and Education Modernization”. The initial term was five years was estimated to result in \$4,175,627 in funding, with four potential options resulting in a total estimated funding amount of \$22,235,059, if all options are exercised.

To date, \$4,860,302.79 has been funded, within the initial base term. There have been 32 prior modifications, including administrative modifications and incremental funding modifications. Depending upon their character, some modifications require execution by UCF and others are unilateral, with UCF legally accepting the terms upon the drawing down of the funds.

Modification 33 is a unilateral modification issued by the Army in order to increase the funding for the initial base term by \$1,412,176, which will increase total UCF funding to \$6,272,478.79.

Issues to be Considered:

The research will “identify, detail, and investigate research for Virtual-Constructive-Gaming-Augmented Reality (V-C-G-AR) technology that can be brought into the Soldier Perception Laboratory (SPL),” with the goal of establishing, jointly with the Government, a “single, non-federated synthetic environment integrated with V-C-G-AR training technologies” (Simulation Architecture), by conducting a “number of individual, coordinated and collaborative research tasks”.

The Collaborative Award document notes the following: “By understanding the research and development of these systems..., UCF-IST is the only academic institution in the world to have such a depth and breadth of knowledge and best practices that can be leveraged to build the scientific underpinnings for the V-C-G-AR SPL....”

UCF’s Institute of Simulation & Training expects that “a delay of more than a month or so will impact [their] ability to fulfill [the] obligations on the project and could also hurt relations with the local Army sponsor.”

Alternatives to Decision:

Approve acceptance of U.S. Army Cooperative Agreement Modification 33 *or*

Reject U.S. Army Cooperative Agreement Modification 33.

Fiscal Impact and Source of Funding:

Approval: UCF continues to conduct the Army research, with the potential to receive in excess of \$22,000,000 funding.

Rejection: Loss of funding and reputational damage.

Recommended Action:

Approve acceptance of U.S. Army Cooperative Agreement Modification 33

Authority for Board of Trustees Action:

Board of Governors' Regulation 1.01

Board of Governors' Sponsored Research Regulation 10.002

Committee Chair or Chairman of the Board approval:

Approved by Chair Alex Martins.

Submitted by:

Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

Supporting Documentation:

Attachment A: U.S. Army Cooperative Agreement Modification 33


Attachment B: U.S. Army Cooperative Agreement

Attachment C: U.S. Army Cooperative Agreement Modifications 1-32

Facilitators/Presenters:

Sandra Sovinski, Deputy General Counsel for Research

Attachment A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00033	3. EFFECTIVE DATE 31-Mar-2019	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey192152 OBLIGATION AMOUNT: \$1,412,176.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 01-Apr-2019

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00033

This document constitutes modification P00033 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is the following:

- 1) Incrementally fund CLIN 0003, in the amount of \$1,412,176.00, via newly created SLIN 000302 in the amount of \$12,176.00, SLIN 000303 in the amount of \$600,000.00, SLIN 000304 in the amount of \$500,000.00 and SLIN 000305 in the amount of \$300,000.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total value and funding of the cooperative agreement has increased by \$1,412,176.00 from \$4,860,302.79 to \$6,272,478.79.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training ("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00033

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79, CLIN 0002 is hereby established in the amount of \$3,199,868.00 and CLIN 0003 is hereby established in the amount of \$1,538,176.00. CLIN 0001, 0002 and 0003 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$6,272,478.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BF

- (1) Appropriation No.: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001
- (2) Requisition No.: GFEB001133227900001
- (3) Amount: \$12,176.00
- (4) Applicable APP: 3rd Year APP
- (5) Applicable CLIN: 0003
- (6) Applicable SLIN: 000302
- (7) Cost Code: A60FJ

ACRN: BS

- (1) Appropriation No.: 02120192020204000006636332550040481185R.0033576.13.611.2 6100.9000021001
- (2) Requisition No.: GFEB001133227600001
- (3) Amount: \$600,000.00
- (4) Applicable APP: 3rd Year APP
- (5) Applicable CLIN: 0003
- (6) Applicable SLIN: 000303
- (7) Cost Code: A60FH

ACRN: BT

- (1) Appropriation No.: 02120192020204000006626222550040481185R.0033572.73.611.2 6100.9000021001
- (2) Requisition No.: GFEB001133227600002
- (3) Amount: \$500,000.00
- (4) Applicable APP: 3rd Year APP
- (5) Applicable CLIN: 0003
- (6) Applicable SLIN: 000304
- (7) Cost Code: A60FH

ACRN: BS

- (1) Appropriation No.: 02120192020204000006636332550040481185R.0033576.13.611.2 6100.9000021001
- (2) Requisition No.: GFEB001133227600003
- (3) Amount: \$300,000.00
- (4) Applicable APP: 3rd Year APP
- (5) Applicable CLIN: 0003
- (6) Applicable SLIN: 000305
- (7) Cost Code: A60FH

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$12,936,746.00, subject to the availability of funds. The amount of Government funds allotted

and available for payment in the Year 1, is \$1,534,434.79, Year 2, is \$3,199,868.00 and Year 3, is \$1,538,176.00. The Program Plan total funding amount is \$6,272,478.79, of the total estimated value of \$12,936,746.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

P00032

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,412,176.00 from \$4,860,302.79 to \$6,272,478.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The estimated/max cost has increased by \$1,412,176.00 from \$126,000.00 to \$1,538,176.00.

The total cost of this line item has increased by \$1,412,176.00 from \$126,000.00 to \$1,538,176.00.

SUBCLIN 000302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	Funding_COST				\$0.00
	PURCHASE REQUEST NUMBER: 0011332279				
				ESTIMATED COST	\$0.00
	ACRN BF				\$12,176.00
	CIN: GFEB001133227900001				

SUBCLIN 000303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	Funding_COST				\$0.00
	PURCHASE REQUEST NUMBER: 0011332276-0001				
				ESTIMATED COST	\$0.00
	ACRN BS				\$600,000.00
	CIN: GFEB001133227600001				

SUBCLIN 000304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000304					\$0.00
	Funding_COST				
	PURCHASE REQUEST NUMBER: 0011332276-0001				
				ESTIMATED COST	\$0.00
	ACRN BT				\$500,000.00
	CIN: GFEB001133227600002				

SUBCLIN 000305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000305					\$0.00
	Funding_COST				
	PURCHASE REQUEST NUMBER: 0011332276-0001				
				ESTIMATED COST	\$0.00
	ACRN BS				\$300,000.00
	CIN: GFEB001133227600003				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000304:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000305:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,412,176.00 from \$4,860,302.79 to \$6,272,478.79.

SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: BF

CIN: GFEBS001133227900001

Acctng Data: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001

Increase: \$12,176.00

Total: \$12,176.00

Cost Code: A60FJ

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

ACRN: BS

CIN: GFEBS001133227600001

Acctng Data: 02120192020204000006636332550040481185R.0033576.13.611.2 6100.9000021001

Increase: \$600,000.00

Total: \$600,000.00

Cost Code: A60FH

SUBCLIN 000304:

Funding on SUBCLIN 000304 is initiated as follows:

ACRN: BT

CIN: GFEBS001133227600002

Acctng Data: 02120192020204000006626222550040481185R.0033572.73.611.2 6100.9000021001

Increase: \$500,000.00

Total: \$500,000.00

Cost Code: A60FH

SUBCLIN 000305:

Funding on SUBCLIN 000305 is initiated as follows:

ACRN: BS

CIN: GFEBS001133227600003

Acctng Data: 02120192020204000006636332550040481185R.0033576.13.611.2 6100.9000021001

Increase: \$300,000.00

Total: \$300,000.00


Cost Code: A60FH

(End of Summary of Changes)

Attachment B

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 30		
2. CONTRACT (Proc. Inst. Ident.) NO. W911NF-15-2-0003		3. EFFECTIVE DATE 03 June 2015		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 00:009920			
5. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD DURHAM NC 27703		CODE W911NF	6. ADMINISTERED BY (If other than Item 5) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N6620		
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-6006				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 days.			
				10. SUBMIT INVOICES 1 ITEM (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			
CODE 9H673		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS-GFEBS 8809 EAST 56TH STREET DEPT 3800 INDIANAPOLIS IN 46219-3800		CODE HQ040		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT					\$4,175,627.00		
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES COSTS	2 - 29	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/ SPECS/ WORK STATEMENT		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	F	DELIVERIES OR PERFORMANCE			OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	30	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
	H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number: _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual documents are necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Mindy Solivan, Senior Proposal Manager				20A. NAME OF CONTRACTING OFFICER Debra L. Leuschel, Grants Officer TEL: (407)384-3624 EMAIL: Debra.L.Leuschel.civ@mail.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 6/1/15		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 03 June 2015	
BY <u>Mindy Solivan</u> (Signature of person authorized to sign)				BY <u>Debra Leuschel</u> (Signature of Contracting Officer)			
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is NOT usable				Approved as to Form and Legality <u>RJ</u> , 6-1-15		STANDARD FORM 26 (REV. 5/2011) Prescribed by GSA - FAR (48 CFR) 53.214(a)	

Board of Trustees Meeting - New Business

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 29		
2. CONTRACT (Proc. Inst. Ident.) NO. W911NF-15-2-0003		3. EFFECTIVE DATE 03 Jun 2015		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010689828			
5. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD DURHAM NC 27703		CODE W911NF	6. ADMINISTERED BY (If other than Item 5) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 days.		
CODE 9H673		FACILITY CODE		10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM		
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS-GFEBS 8899 EAST 56TH STREET DEPT. 3800 INDIANAPOLIS IN 46249-3800		CODE HQ0490		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e)() <input type="checkbox"/> 41 U.S.C. 253(e)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$4,175,627.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 28	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/ SPECS/ WORK STATEMENT		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	F	DELIVERIES OR PERFORMANCE			OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	29	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER DEBRA LEUSCHEL LYNN / CONTRACT AND GRANT OFFICER TEL: 407-384-3624 EMAIL: debra.l.leuschel.civ@mail.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 03-Jun-2015	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cooperative Agreement 1st Year Solider Perception Laboratory for Force 2025 Innovation, revised technical proposal dated: 31 March 2015 and Annual Program Plan dated: 31 March 2015. FOB: Destination		Job		\$4,175,627.00
				ESTIMATED COST	\$4,175,627.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding PURCHASE REQUEST NUMBER: 0010689828		Job		\$0.00
	ACRN AA CIN: GFES001068982800001			ESTIMATED COST	\$55,000.00

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida by and on behalf of its Board of Trustees for the benefit of the Institute for Simulation and Training (“UCF” or “Recipient”)

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$55,000.00

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$4,175,627.00. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$55,000.00

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CFDA) number: 12.431

Accounting and Appropriation Data:

ACRN AA:

- (1) Appropriation No.: 02120152016204000006626222550030002708R.0013730.55.64 6100.9000021001
- (2) Requisition No.: GFEB001068982800001
- (3) Amount: \$55,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000101

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the U.S. Army Research Laboratory (ARL), and UCF, hereinafter referred to as the "Recipient," pursuant to and under U.S. Federal Law.

GENERAL TERMS AND CONDITIONS INCORPORATED BY REFERENCE

This award is governed by the guidance in 2 Code of Federal Regulations (CFR) part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200" (79 FR 76047, December 19, 2014), all of which are incorporated herein by reference.

ORDER OF PRECEDENCE

Any inconsistencies in the requirements of this award shall be resolved in the following order:

- Federal statutes
- Federal regulations
- 2 CFR part 200, as modified and supplemented by DoD's interim Implementation found in 2 CFR part 1103
- Award-specific terms and conditions

In case of disagreement with any requirements of this award, the recipient shall contact the Nikia S. Jelks, Grants Officer, in order to resolve the issue. The recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

Table of Contents
ARTICLES

Article 1	Scope of the Agreement
Article 2	General Definitions
Article 3	Program Management
Article 4	Staff Rotation and On-Site Collaboration
Article 5	Fiscal Management
Article 6	Agreement Administration
Article 7	Term of the Agreement
Article 8	Administrative Responsibility
Article 9	Public Release or Dissemination of Information
Article 10	Intellectual Property
Article 11	Entire Agreement
Article 12	Governing Law/Order of Precedence
Article 13	Waiver of Rights
Article 14	Use of Technical Facilities
Article 15	Metric System of Measurement
Article 16	Liability
Article 17	Non-Assignment
Article 18	Severability
Article 19	Force Majeure
Article 20	Notices
Article 21	Access Guidance
Article 22	System for Award Management and Universal Identifier Requirements

ATTACHMENTS

Attachment 1	Standard Terms and Conditions for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
Attachment 2	National Policy Requirements
Attachment 3	Other Certifications
Attachment 4	Reporting Requirements
Attachment 5	Annual Program Plan & Budget

ARTICLE 1 Scope of the Agreement

1.1 Introduction

This Agreement between the Government and the Recipient (together known as the “Parties”) is a “Cooperative Agreement” (31 USC 6305) and is awarded pursuant to 10 USC 2358 Research Projects. The Parties agree that the principal purpose of this Agreement is for the “Recipient,” to provide its best research efforts in the support and stimulation of research and not the acquisition of property or provision of services for the direct benefit or use of the Government. FAR and DFARS apply only as specifically referenced herein. This Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization between the Parties.

1.2 Background and Vision Statement

The formation of the Human Research and Engineering Directorate (HRED) from the former Human Engineering Laboratory and the U.S. Army Research Institute combines the Army’s human factors and Manpower and Personnel Integration (MANPRINT) resources at APG, MD. HRED research directly impacts the soldier by developing technologies that improve how humans interact with Army systems while mitigating adverse effects from threat systems. This valuable research is used to enhance the operational characteristics of Army systems. HRED executes a broad-based program of basic research and technology development with the objective of optimizing soldier performance and soldier/machine interfaces for maximum effectiveness. Extensive research in human perceptual, cognitive, and psychomotor performance builds the framework for human factors and MANPRINT advances, which help improve the effectiveness of fielded and developmental systems.

In support of this requirement, the Recipient will provide the basic scientific foundation to articulate future requirements and needs for the S&T community and advance the scientific foundation for Force 2015. These new technologies will be developed in small test-beds and integrated into holistic simulation test-beds including those proposed for ARL-HRED-STTC.

1.3 Goals/Objectives

The objectives of the proposed effort are to provide the basic scientific foundation to articulate future requirements and needs for the S&T community, PMs, PEOs and TRADOC School Houses in order to develop future doctrine and training techniques. This discovery and innovation will advance the modeling and simulation scientific foundation for Force 2025. In order to realign priorities and resources focused on future modeling and simulation initiatives, these new technologies will be developed in small test-beds and integrated into holistic simulation test-beds such as the ARL-HRED-STTC SQUAD-X Test-Bed and Force 2025 Test-Bed, which is being developed in the ARL-HRED-STTC High Bay III. The resulting technologies will be game changing technologies to maintain overmatch for the US Army in terms of modeling and simulation enablers.

The Recipient shall participate in a program of coordinated research, development, and education with ARL in accordance with the Annual Program Plan, which sets forth the specific goals and objectives for the program for each program period. The Annual Program Plans will be incorporated as attachments to this Agreement. The Recipient shall also comply with the reporting requirements set forth in Attachment 4.

The Government will have continuous involvement with the Recipient. The Government will also have access to the research results and certain rights in data, computer codes developed, and patents pursuant to Article 10 and Attachment 1 to this Agreement. The Government and the Recipient are bound to each other by a duty of good faith and best research effort in achieving the goals of the Program.

As a condition of this Agreement, it is herein understood and agreed that Federal funds are to be used only for costs that: (1) a reasonable and prudent person would incur, in carrying out the research project herein; and (2) are consistent with the purposes stated in governing Congressional authorizations and appropriations.

ARTICLE 2 General Definitions

In addition to the Definitions set forth at 32 CFR Part 21, Subpart F and 32.2, the following definitions apply to this Agreement:

2.1 Recipient - An organization or other entity receiving a Grant or Cooperative Agreement from a DoD Component. For purposes of this Agreement, the Recipient is University of Central Florida.

2.2 Party - For purposes of this Agreement, the Parties are ARL and the Recipient.

2.3 Cooperative Agreement Manager (CAM) - Is the Government's technical representative from ARL charged with the overall responsibility of management and guidance of the Cooperative Agreement. The CAM is identified at Article 3.1.

2.4 Grants Officer - Is the Government's principal point of contact for all administrative, financial or other non-technical issues arising under the Agreement. The Grants Officer is an official with the authority to enter into, administer, and/or terminate Grants and Agreements. The Grants Officer is identified at Article 8.1.

2.5 Recipient Program Manager (RPM) - The RPM is the Recipient's technical representative charged with the Recipient's overall responsibility of management and guidance of the Cooperative Agreement. The RPM is identified at Article 3.2.

2.6 Agreements Administrator - The Agreements Administrator has authority to administer Cooperative Agreements and, in coordination with the Grants Officer, make determinations and findings related to delegated administration functions. The Agreements Administrator is identified at Article 8.2.

2.7 Annual Program Plan (APP) and Budget - The APP is the annual document which details the scope, schedule, principal investigator(s), collaboration, staff rotation, and educational opportunities for the research activities envisioned under this Agreement. It also includes the financial expression of the program, which serves as the resource allocation/commitment for the research activities. The Budget will include the sum of both Federal and non-Federal shares, as appropriate.

ARTICLE 3 Program Management

3.1 The ARL Cooperative Agreement Manager (CAM) is:

Thao Pham
U.S. Army Research Laboratory
Orlando, FL 32826
Telephone: 407-384-5460
Email: phuong.t.pham.civ@mail.mil

3.2 The Recipient Program Manager (RPM) is:

Brian Plamondon
University of Central Florida
Orlando, FL 32826
Telephone: 407-882-0129
Fax: 407-882-1335
Email: bplamond@ist.ucf.edu

3.3 Cooperative Agreement Management Committee (CAMC). – The ARL CAM is responsible for the overall management and guidance of the Cooperative Agreement. The CAM, together with the RPM will form the Cooperative Agreement Management Committee (CAMC). Other advisory members may be added by either the CAM, or the RPM, by mutual agreement, when their presence will prove beneficial to the research.

3.4 Management and Program Structure – The CAMC shall be responsible for the management and integration of the Parties collaborative efforts under this Agreement including programmatic, technical and reporting.

3.5 Annual Program Planning Process – The Annual Program Plan for year 1 (date of award through 12 months) is incorporated as part of this Agreement.

The APP shall serve as the annual document, which details the scope, schedule, principal investigator(s), staff rotation, educational opportunities, and resource allocation/commitment of the research activities envisioned under this Agreement.

Beginning 6 months after initial award, the Annual Program Planning Process shall begin for the following year. This process shall continue for the length of the Agreement. As part of this process, one or more site visits may be required. In addition, the ARL CAM or his representatives will have the right to make visits as needed during the year to assess or coordinate performance. Within (30) calendar days of submission, the Grants Officer, in conjunction with the RPM and ARL CAM, will approve the APP by incorporating such through a modification to this Agreement.

During the course of performance, if it appears that research milestones will not be met, the RPM will provide a proposed adjustment to the APP for approval by the ARL CAM. In addition, the ARL CAM may from time to time request that additional research be added to the APP.

ARTICLE 4 Staff Rotation and On-Site Collaboration

4.1 Salary and Travel Costs. All salary and travel costs associated with the rotation of government personnel will be borne by the Government. All salary and travel costs associated with staff rotation or on-site collaboration of Recipient personnel will be paid for with funding provided under this Agreement.

4.2 Host Facility Regulations. All Government and Recipient personnel in rotational assignments or on-site collaboration are required to comply with the safety, environmental, security, and operational regulations or requirements of the host facility.

4.3 Administrative Support. The host facility will provide adequate office space, communications connections, administrative support, and office supplies, if available, for Government and Recipient personnel in rotational assignments. Should it become necessary to procure equipment to facilitate a rotational assignment, the APP should reflect the need for said equipment, and the costs will be borne under this Agreement.

ARTICLE 5 Fiscal Management

5.1 Allocation of Recipient Funds

5.1.1 Restrictions on the Use of Government Funds. Government funds provided under this Agreement must be allocated by the Recipient exclusively for the execution and operation of the APP or Agreement Scope. Government funds shall not be utilized to support the Recipient's operations or administration unrelated to this Agreement.

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance

of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1 Program Period is \$55,000.00 of the Year 1 Program Plan total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

5.1.4 Incremental Funding. The Government may obligate funds to this Agreement incrementally. In the event that this Agreement is funded incrementally, the Government anticipates that from time to time additional amounts will be allotted to this Agreement by unilateral modification, until the total amount for performance of this Agreement has been funded. To minimize interruption of effort due to lack of Government funds, the Recipient shall notify the CAM and Grants Officer in writing whenever the amount of funds obligated under this Agreement when added to anticipated costs in the next (60) calendar days will exceed 75% of the amount allotted.

5.1.5 Payments.

- a. The Recipient shall submit to the Agreement Administrator (see Article 8.2 and block 6 of the cover sheet) and a copy to the CAM an original and two (2) copies of all vouchers, SF 270 "Request for Advance or Reimbursement" or other form or format prescribed by the DoD component when it (component) determines that adequate information has been provided to meet Federal needs. The Recipient shall attach additional information as reasonably requested by the Agreement Administrator. The Payment Office will make payments via EFT within 20 calendar days of receipt of transmittal.
- b. The Agreement Administrator may, with concurrence of the Recipient and Grants Officer, modify the Agreement to allow for invoices to be submitted through Payweb or the Wide Area Work Flow (WAWF) process.
- c. Payments will be made no more frequently than monthly and will be based on reimbursement of actual expenditures as monitored against the Budget Plan contained in the APP. Once the CAM has verified that the Recipient has expended best efforts towards the successful achievement of the research goals, payment will be authorized.

5.1.6 Financial Reporting. The Recipient shall submit Annual and Final Financial (SF425) reports as specified in Attachment 4.

ARTICLE 6 Agreement Administration

6.1 Modifications to this Agreement. Any Party who wishes to modify this Agreement will, upon reasonable notice of the proposed modification to the other Party, confer in good faith with the other Party to determine the desirability of the proposed modification. Modifications will not be effective until a written modification is signed by an authorized representative of the Recipient and by the Grants Officer for bilateral modifications and by the Grants Officer for unilateral modifications. Administrative modifications may be unilaterally executed by the Grants Officer or by the Agreements Administrator.

6.2 Requirements for Prior Approval for Changes to the Program Budget and Program Plan. This provision highlights Agency decisions on the terms and conditions of 32 CFR 32.25 as applicable. During the course of performance, the Grants Officer, in coordination with the CAM, will have approval authority for certain specific changes to the APP when such changes are requested in writing by the Recipient, including:

- 6.2.1 Changes in the scope or the objective of the program, APP, or research milestones;
- 6.2.2 Change in the key personnel specified in the proposal or award document;
- 6.2.3 The absence for more than three months, or a 25% reduction in time devoted to the project, by the approved RPM.
- 6.2.4 The need for additional Federal funding.
- 6.2.5 Any sub-award, transfer, or contracting out of substantive program performance under an award, unless described in the application/proposal and funded in the approved awards document.

6.3 No-Cost Period of Performance Extension. The Recipient may initiate a request for a no-cost extension to the period of performance as long as the no-cost extension does not include additional Federal funds, nor change the approved objectives or scope of the project. No-cost extensions require prior approval.

6.3.1 Extension requests shall be directed to the CAM. Modifications for an extension request may be completed by the Agreement Administrator listed in Article 8.2 with a courtesy copy to the Grants Officer listed in Article 8.1.

ARTICLE 7 Term Of The Agreement

The basic term of this Agreement will commence upon the effective date and continue through twelve (12) months; subject to the availability of funds.

Option Periods may be exercised anytime during the performance of the basic period or prior option period. Option Period 1 may commence upon exercise and continue through twelve (12) months. Option Period 2 may commence upon exercise and continue through twelve (12) months. Option Period 3 may commence upon exercise and continue through twelve (12) months. Option Period 4 may commence upon exercise and continue through twelve (12) months. Performance on all term periods will be subject to the availability of funds.

ARTICLE 8 Administrative Responsibility

8.1 The Agreements Office

U.S. Army Contracting Command – Aberdeen Proving Ground - Research Triangle Park, NC, Division
ATTN: CCAP-SCR

For FedEx etc. use: 12423 Research Parkway, Orlando, FL 32826

For USPS use: 12423 Research Parkway, Orlando, FL 32826

Grants Officer: Nikia S. Jelks
Phone: (407) 384-5585
Fax: (407) 208-3299
e-mail: nikia.s.jelks.civ@mail.mil

Grant Specialist: Justin H. Woolsey
Phone: (407) 384-3942
Fax: (407) 208-3299
e-mail: justin.h.woolsey.civ@mail.mil

8.2 Agreement Administrator:

Office of Naval Research (ONR)
Atlanta Regional Office
Telephone: (404) 562-1625
Email: ONR_Atlanta@navy.mil

8.3 The Recipient Address and Technical Point of Contact:

Brian Plamondon
University of Central Florida
Orlando, FL 32826
Telephone: 407-882-0129
Fax: 407-882-1335
Email: bplamond@ist.ucf.edu

8.4 The Recipient Address and Contractual Point of Contact:

Mindy Solivan
UCF Office of Research & Commercialization
Orlando, Florida 32826

Telephone: (407) 882-0262
Email: mindy.solivan@ucf.edu

8.5 The Payment Office:
DFAS Indianapolis
DFAS-INDY VP GFEBS
8899 E 56th Street
Indianapolis, IN 46249-3800
CODE: HQ0490
Telephone: (888) 332-7366

8.6 Address of Payee (see paragraph 8.3 above)

ARTICLE 9 Public Release or Dissemination of Information

9.1 Open Publication Policy. Notwithstanding the reporting requirements of this Agreement, Parties to this Agreement favor an open-publication policy to promote the commercial acceptance of the research developed under this Agreement, but simultaneously recognize the necessity to protect proprietary information.

9.2 Prior Review of Public Releases. The Parties agree to confer and consult with each other prior to publication or other disclosure of the results of the fundamental research under this Agreement to ensure that no classified or proprietary information is released. Prior to submitting a manuscript for publication or before any other public disclosure, each Party will offer the other Party ample opportunity (not to exceed (60) calendar days) to review such proposed publication or disclosure, to submit objections, and to file application letters for patents in a timely manner. It is herein agreed that except for the disclosure of basic information regarding this Agreement such as membership, purpose and a general description of the technical work, the Recipient will submit all proposed public releases to the ARL CAM for comment prior to release. Public releases include press releases, specific publicity or advertisement, and articles for proposed publication or presentation. Any requests for information/records under this cooperative agreement from third parties, such as Freedom of Information Act requests or requests under Florida Public Records laws, will be coordinated between the Parties in accordance with the underlining statute authorizing the request.

9.3 Publication Legend. In addition, articles for publication or presentation will contain an acknowledgement of support and a disclaimer. These statements may be placed either at the bottom of the first page or at the end of the paper and should read as follows: "Research was sponsored by the Army Research Laboratory and was accomplished under Cooperative Agreement Number W911NF-15-2-0003. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the Army Research Laboratory or the U.S. Government. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation herein."

ARTICLE 10 Intellectual Property

The Intellectual Property Rights contained in 32 CFR 32.36, and the patent rights clause in 37 CFR 401.14, are incorporated by reference into this Agreement. In addition, the Parties recognize that this program may result in intellectual property that is generated by the Recipient or Subrecipient personnel and Government personnel. As noted in 32 CFR 32.5, all subrecipients are subject to their applicable DoD Grants and Agreement Regulations and the patent rights clause in 37 CFR 401.14. Should intellectual property be generated by Recipient, subrecipient and/or Government Personnel, the Parties agree to use their best efforts to mutually agree to an equitable distribution of property rights and distribution of filing fees or other administrative costs. Should the Parties reach an impasse in determining the distribution of property rights, the Parties shall resort to the Disputes, Claims, and Appeals Process as set forth at 32.CFR 22.815. Neither Party makes any representations and extends no warranties of any kind, either

express or implied, with regard to any intellectual property generated by Recipient or Subrecipient personnel and Government personnel.

ARTICLE 11 Entire Agreement

This Agreement, along with all Attachments, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter. In the event of a conflict between the terms of the Agreement and its attachments, the terms of the Agreement shall govern.

ARTICLE 12 Governing Law/Order of Precedence

The Agreement shall be enforced in accordance with applicable federal law and regulations, directives, circulars or other guidance as specified in this Agreement. When signed, this Agreement shall become binding on the Recipient and the Government to be administered in accordance with the DoD Grant and Agreement Regulations as they apply to the particular recipient concerned. In the event a conflict exists between the provisions of this Agreement and the applicable law, regulations, directives, circulars or other guidance, the Agreement provisions are subordinate.

ARTICLE 13 Waiver of Rights

Any waiver of any requirement contained in this Agreement shall be by mutual agreement of the Parties hereto. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each Party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party hereto.

ARTICLE 14 Use of Technical Facilities

To the maximum extent practical, the Recipient agrees to use the technical reference facilities of the Defense Technical Information Center, 8725 John J. Kingman Road, Suite 0944, Ft. Belvoir, VA 22060-6218 (Internet address: <http://www.dtic.mil>) and all other sources, whether United States Government or private, for purpose of surveying existing knowledge and avoiding needless duplication of scientific and engineering effort.

ARTICLE 15 Metric System of Measurement

The Metric Conversion Act of 1975 as amended by the Omnibus Trade and Competitiveness Act of 1988 and implemented by Executive Order 12770 gives preference to the metric system. The Recipient shall ensure that the metric system is used to the maximum extent practicable in performance of this Agreement.

ARTICLE 16 Liability

No Party to this Agreement shall be liable to the other Party for any property the other Party has consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the negligence or misconduct of the other Party or an employee or agent of that Party.

ARTICLE 17 Non-Assignment

This Agreement may not be assigned by any Party except by operation of law resulting from the merger of a Party into, or with, another corporate entity.

ARTICLE 18 Severability

If any article, clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such article, clause, provision or section shall not affect any of the remaining articles, clauses, provisions or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid article, clause, provision or section had not been contained herein.

ARTICLE 19 Force Majeure

Neither Party shall be in breach of this Agreement for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that Party. In the event such a force majeure event occurs, the Party unable to perform shall promptly notify the other Party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

ARTICLE 20 Notices

All notices and prior approvals required hereunder shall be in writing and shall be addressed to the Parties identified on the Agreement cover page and Article 8. Notices and prior approvals shall be effective upon signature of the Grants Officer.

ARTICLE 21 Access Guidance

Should a Recipient's performance require access to DoD facilities, the Recipient shall coordinate with their CAM or designated point of contact providing access in order to obtain the most current access guidance. Commencement of access coordination should occur at least (10) calendar days prior to the date of required access.

ARTICLE 22 System for Award Management (formerly Central Contractor Registration and Universal Identifier Requirements)

A. Requirement for System for Award Management (SAM)

Unless you are excepted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, ‘‘Audits of States, Local Governments, and Non-Profit Organizations’’).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

ATTACHMENT 1
Standard Terms and Conditions for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations Department of Defense Grant and Agreement Regulations (DoDGARS)
(DoD 3210.6-R and 32 CFR Parts 21-37)

Award, administration, and performance under this Agreement is subject to the requirements of the DoD Grant and Agreement Regulations (32 CFR Parts 21 – 37) as these requirements are incorporated as part of this Agreement. The following references indicate the Government’s decision on specific issues. These Narratives are also incorporated as part of this Agreement.

32 CFR 22.815 Claims, Disputes and Appeal

The Government and Recipient will employ Alternative Dispute Resolution to resolve issues which arise during the performance of this Agreement. The Government and Recipient recognize that disputes arising under this Agreement are best resolved at the local working level by the Parties directly involved. All Parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Any dispute arising under the Agreement, which is not disposed of by agreement of the Parties at the working level shall be submitted jointly to the Grants Officer and a senior manager of the Recipient or their designee(s) for resolution (see section 815(c)(2)). The Grant Appeal Authority is the Director of ARL (see section 815(e)(2)). Pending the resolution of any dispute or claim pursuant to this Article, the Parties agree that performance of all obligations shall be pursued diligently in accordance with the Agreement.

32 CFR 32.21 Standards for Financial Management Systems

The Government does not guarantee or insure the repayment of money borrowed by the recipient. Further, the Government does not require the recipient to secure fidelity bond coverage to protect the Government’s interests.

32 CFR 32.22 Payment

All payments made under this Agreement will be of the reimbursement type(see 32 CFR 32.22(e). See Article 5 – Fiscal Management for specifics concerning the payment process.

32 CFR 32.23 Cost Sharing or Matching

This provision is applicable only if cost sharing or matching is included in the Recipient’s proposal and the subsequent award document. Should cost sharing or matching be included, the Parties to this Agreement will mutually agree to its allowability, valuation and necessary documentation.

32 CFR 32.24 Program Income

Should this Agreement result in the generation of program income, the Recipient shall account for said funds, add them to the funds committed to the project, and they shall be used to further the program objectives. The Recipient shall have no obligation to the Government for program income earned after the expiration of the program. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award document.

32 CFR 32.25 Revision of Budget and Program Plans

See Article 6 of this Agreement.

32 CFR 32.26 Non-Federal Audits

Non-Profit entities shall submit a copy of the OMB Circular A-133 audit reports to the DoD Inspector General and to the Grants Officer. Audits that do not meet the requirements of OMB Circular A-133, must address the issues and resolve them prior to additional funding being obligated to this Agreement.

32 CFR 32.27 and 32.28 Allowable Costs and Period of Availability of Funds

The Recipient shall comply with the appropriate cost principles.

32 CFR 32.30 through 32.37 Property Standards

Sections 32.31 through 32.37 set forth uniform standards governing management and disposition of property furnished by the Federal Government and property whose cost was charged to a project supported by a Federal award. DoD Components shall require recipients to observe these standards under awards and shall not impose

additional requirements, unless specifically required by Federal statute. The recipient may use its own property management standards and procedures provided it observes the provisions of §§32.31 through 32.37

32 CFR 32.40 through 32.48 Procurement Standards

Sections 32.41 through 32.48 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

32 CFR 32.5 Subawards

Unless sections of this part specifically exclude subrecipients from coverage, the provisions of this part shall be applied to subrecipients performing work under awards if such subrecipients are institutions of higher education, hospitals or other non-profit organizations. State and local government subrecipients are subject to the provisions of 32 CFR part 33. Subrecipients that are for-profit organizations are subject to 32 CFR part 34.

32 CFR 32.51 and 32.52 Monitoring and Reporting Program and Financial Performance

See Attachment 4 of this Agreement.

32 CFR 32.53 Retention and Access Requirements for Records

Reference DoDGARs website <http://www.dtic.mil/whs/directives/corres/html/321006r.htm> Part 32

32 CFR 32.60 through 32.62 Termination and Enforcement

In addition to the termination processes set forth in 32 CFR 32.61, this Agreement may also be terminated by the Grants Officer should available funds be insufficient to accomplish the goals or intent of the Agreement, or convenience of the Government.

32 CFR 32.71 through 32.73 After-the-Award Requirements

Reference DoDGARs website <http://www.dtic.mil/whs/directives/corres/html/321006r.htm> Part 32

Appendix A to Part 32-Contract Provisions

All contracts awarded by a recipient, including those for amounts less than the simplified acquisition threshold, shall contain the following provisions as applicable:

1. Equal Employment Opportunity - E.O. 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.276c)
3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) – (*construction*)
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
5. Rights to Inventions Made Under a Contract, Grant or Cooperative Agreement (37 CFR Part 401)
6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
8. Debarment and Suspension (E.O.s 12549 and 12689)

ATTACHMENT 2 National Policy Requirements

By signing this Agreement or accepting funds under this Agreement, the recipient assures that it will comply with applicable provisions of the national policies on the following topics:

1. NONDISCRIMINATION.

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). (Applicable to Educational Institutions only)
- c. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- d. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

2. LIVE ORGANISMS.

(a) *For human subjects*, the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 and implemented by the Department of Defense at 32 CFR part 219.

(b) *For animals*:

a. (*Research, experimentation or testing involving the use of animals*) Rules on animal acquisition, transport, care, handling, and use in 9 CFR parts 1-4, Department of Agriculture rules implementing the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2141-2156), and guidelines in the National Academy of Sciences (NAS) "Guide for the Care and Use of Laboratory Animals" (1996), including the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals in Appendix D to the guide.

b. (*DoD appropriations for training on treatment of wounds*) Prohibitions on the purchase or use of dogs or cats for certain medical training purposes, in Section 8019 (10 U.S.C 2241 note) of the Department of Defense Appropriations Act, 1991 (Pub. Law 101-511)

c. (*Activities that may involve or impact wildlife and plants*) Rules of the Departments of Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227) implementing the laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42) and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

3. DEBARMENT AND SUSPENSION: The Recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the Department of Defense in 2 CFR part 1125. The Recipient also agrees to communicate the requirement to comply with Subpart C to the persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implantation in 2 CFR part 1125.

4. ENVIRONMENTAL STANDARDS.

a. Comply with the applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32.

b. Identify to the awarding agency any impact this award may have on:

1. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4231, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

2. (*Awards that may affect the coastal zone*) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C 1451, et. Seq.), concerning the protection of U.S. coastal resources.

3. *(Awards that may affect barriers along the Atlantic and Gulf coasts and Great Lakes shores)* Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et. Seq.), concerning preservation of barrier resources.

4. *(Awards that may affect existing or proposed elements of the National Wild and Scenic Rivers system)* Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et. Seq)

5. DRUG FREE WORKPLACE – The recipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et. Seq)

6. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 U.S.C. 22.

7. PREFERENCE FOR U.S. FLAG CARRIERS. Travel supported by U.S. Government funds under this Agreement shall use U.S. -flag air carriers (air carriers holding certificates under 49 USC 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

8. CARGO PREFERENCE. The recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

9. MILITARY RECRUITERS. As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:

(a) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution (or any subelement of that institution);

(b) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education;

(c) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or

(d) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled. If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this Agreement, the Government will cease all payments of DoD funds under this Agreement and all other DoD Grants and Cooperative Agreements to the recipient, and it may suspend or terminate such grants and Agreements unilaterally for material failure to comply with the terms and conditions of award.

10. Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)

Trafficking in Persons - By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175

175.15 - Award term.

(a) To implement the trafficking in persons requirement in section 106(g) of the TVPA, as amended, a Federal awarding agency must include the award term in paragraph (b) of this section in—

(1) A grant or cooperative agreement to a private entity, as defined in § 175.25(d); and

(2) A grant or cooperative agreement to a State, local government, Indian tribe or foreign public entity, if funding could be provided under the award to a private entity as a subrecipient.

(b) The award term that an agency must include, as described in paragraph (a) of this section, is:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(c) An agency may use different letters and numbers to designate the paragraphs of the award term in paragraph (b) of this section, if necessary, to conform the system of paragraph designations with the one used in other terms and conditions in the agency's awards.

**ATTACHMENT 3
Other Certifications**

The following Certifications, which have been executed by the Recipient prior to award of this Agreement are on file with the issuing office, and are hereby incorporated herein by reference:

- a. Certification at Appendix A to 32 CFR Part 28 Regarding Lobbying

**ATTACHMENT 4
Reporting Requirements**

A. QUARTERLY REPORT

Throughout the term of the Agreement, the Recipient shall submit or otherwise provide a quarterly report (government fiscal quarter). Two (2) copies shall be submitted or otherwise provided to the CAM, and one (1) copy shall be submitted or otherwise provided to the Agreements Administration Office. A copy of the letter of transmittal shall be submitted or otherwise provided to the Agreements Office. The report shall contain two (2) major sections:

1. Technical Status Report. The technical status report will detail technical progress to date on research milestones, all problems, technical issues or major developments during the reporting period. The technical status report will include a report on the status of the collaborative activities during the reporting period. The technical status report will include the utilization of subject inventions by the Recipient. Submit Form DD882 for each invention to the Grants Officer and CAM and submit Form DD882 with "NONE" if none have been made at the end of the Agreement.
2. Business Status Report. The business status report will provide summarized details of the resource status of this Agreement, including the status of contributions by the Recipient. This report should compare the resource status with any payment and expenditure schedules or plans provided in the original Agreement. Any major deviations shall be explained along with discussion of adjustment actions proposed.

B. JOINT PAPERS AND PRESENTATIONS:

When determined necessary by the CAM periodic joint papers and presentations will be given.

C. JOURNAL ARTICLES

Journal articles in general and joint ARL/Recipient journal articles are strongly encouraged as a major reporting mechanism of this research effort.

D. ANNUAL AND FINAL REPORTS

1. The Recipient shall submit an Annual Report making full disclosure of all major technical developments and progress for the preceding 12 months of effort within sixty (60) calendar days of completion of the effort and for each additional 12 months of effort, through the life of this Agreement. The report will also provide an accounting of all Federal funds expended during the term of the Agreement. With the approval of the Cooperative Agreement Manager, reprints of published articles may be attached to the Final Report.

The Recipient shall make distribution of the Final report as follows:

- Cooperative Agreement Manager - 1 original plus 1 copy;
 - Agreement Administration Office - 1 copy, and the
 - Grants Officer - 1 copy of the letter of transmittal only.
- One (1) copy of the Final Report shall be provided to:

Defense Technical Information Center (DTIC)
8725 John J. Kingman Road, Suite 0944

Ft. Belvoir, VA 22060-6218.

E. FINANCIAL REPORTING: Federal Financial Report (SF 425): Annual and Final Reports

1. Reporting period end dates fall on the end of the calendar year for annual reports (12/31) and the end date of the grant project or period for the final report. Annual reports are due 30 days after the reporting period end date, and the final report is due 90 days after the end date of the grant.

All financial reports shall be submitted to the Grant Administration Office identified in Block 6 of the SF 26.

Copies of the forms and instructions may be found on the Internet at

<http://www.aro.army.mil/forms/forms2.htm>.

The Recipient shall make distribution of the Annual and Final (SF425) Reports as follows:

- Cooperative Agreement Manager - 1 original plus 1 copy;
- Agreement Administration Office - 1 copy, and

Note: The SF 425 is a single form that consolidates and replaces the Federal Cash Transaction Report (FACTOR or SF 272/SF 272A) and the Financial Status Report (FSR or SF 269/SF 269A).

F. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

Appendix A to Part 170 - Award Term

I. Reporting Subawards and Executive Compensation.

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to www.fsr.gov.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

- i. The total Federal funding authorized to date under this award is \$25,000 or more;
- ii. In the preceding fiscal year, you received—
 - (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or

section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if -

- i. In the subrecipient's preceding fiscal year, the subrecipient received –
 - (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph C.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property) for the executive exceeds \$10,000.00.

ATTACHMENT 5
Annual Program Plan and Budget

Duration 5 Years from date of award.

Title: Soldier Perception Laboratory for Force 2025 Army Training and Education Modernization Strategy

1.3 CRA Research Objectives – Year One

The objectives of the proposed research program for year one are to:

1. Identify, detail and investigate research for Virtual-Constructive-Gaming-Augmented Reality (V-C-G-AR) technology that can be brought into the SPL to meet the Force 2025 ATEMS vision that is outlined in the UCF Technical Proposal as well as the Five-Year Annual Plan for this CRA.
2. Develop a design specification for the SPL that will set the SPL up for the remainder years of this CRA.

Specifically, UCF-IST will jointly collaborate with the Government on:

V-C-G-AR Technology Incorporation – there currently is no persistent, cost-effective and low-overhead training environment for a V-C-G-AR test-bed, measurements do not exist or are very limited. The scientific need is a test-bed in order for the community to provide metrics and measurements for the acquisition community to make better buying and purchasing decisions.

Developing a Simulation Architecture – today there is no single, non-federated synthetic environment integrated with V-C-G-AR training technologies.

1.4 The UCF-IST Unique Capability and Approach

UCF-IST will investigate the V-C-G-AR research objectives, thrusts, and develop the basic scientific underpinnings for V-C-G-AR in the SPL test bed to allow for rigorous, transparent and replicable testing of scientific theories over the first year to support future acquisition decisions. UCF-IST will develop and apply measures, models, and rigorous transparent independent testing for a V-C-G-AR environment. Emerging technologies of M&S have the potential to transform the way the Army develops, acquires and delivers T&E. This is the reason TRADOC and PEO STRI are interested in the ability of ARL-HRED-STTC and UCF-IST to initiate a sustained research program for the SPL. It is not anticipated until Force 2025 or the year 2025 that many of these integrated concepts will make it into an acquisition project or program of record.

UCF-IST is uniquely positioned to support this CRA due to its long research history in the identified V-C-G-AR focus areas. Current efforts UCF-IST are engaged on include synthetic environments, mixed, virtual, and augmented reality systems, game engine based training aids, Soldier decision aiding technology, and persistent virtual worlds for training, among other projects. Through joint development and direct program support, UCF-IST has access to a number of Government and commercially developed tools, systems and programs that can serve as development or research platforms for the SPL. These include the Call for Fire Trainer – Augmented Virtuality System, the Dismounted Soldier Training System (DSTS) - the PEO STRI program of record for virtual DS training, and prototype mixed and augmented reality prototypes for DS training. No other academic institution in the country houses the ability to access and use Army training systems which will further the goals of the V-C-G-AR research.

Adding to this body of knowledge is the fact that UCF-IST is an evaluator and user of Rapid Unified Generation of Urban Databases (RUGUD) – a tool that can generate synthetic environments for V-C-G-AR applications. Additionally, UCF-IST is a major developer of the Enhanced Dynamic Geo-specific Social Environment (EDGE) which is a prototype persistent virtual world training system built on a commercial game engine. This platform has served as a testbed for research in artificially intelligent avatars, has been integrated into DSTS with human-in-the-

loop puppeteers for avatars, and has been modified for two different training applications. UCF-IST also provides direct support to the ARL-HRED-STTC's LITE (Learning in Intelligent Tutoring Environments) Lab. The LITE lab's mission statement is to Research, develop, apply and evaluate intelligent agent technologies (tools and methods) to enhance training, leader development and education and reduce associated support costs. Taken together, these and other assets are available to UCF-IST and ARL-HRED-STTC to assist in fulfillment of the defined research goals for the SPL. By understanding the research and development of these systems discussed above UCF-IST is the only academic institution in the world to have such a depth and breadth of knowledge and best practices that can be leveraged to build the scientific underpinnings for the V-C-G-AR SPL and meet the ATEMS.

To accomplish the objectives of this CRA in the first year, the UCF-IST Research Program Manager (RPM) will jointly with the Government establish a SPL environment to advance the V-C-G-AR capabilities by conducting a number of individual, coordinated and collaborative research tasks described in the Annual Program Plan. These tasks will include incorporation of the above listed systems that no other University has access to. The PIs and teams from UCF-IST make up an incredible joint team by having a history of V-C-G-AR and access to current systems that will be linked to the SPL. The Program Plan below describes the actionable steps of the CRA:

1.5 Year One Program Plan Tasks

This CRA will result in the establishment of the Soldier Perception Laboratory (SPL) for quantitative understanding of V-C-G-AR capabilities to support the ATEMS.

Task 1 - Identify and investigate research objectives in coordination with the ARL-HRED-STTC for V-C-G-AR thrusts for Force 2025 ATEMS vision.

UCF-IST Plan

TRADOC and PEO STRI manage thousands and thousands of T&E devices that range from live, virtual, constructive and gaming and spend billions of dollars annually fielding and sustaining those devices. The ARL-HRED-STTC will work jointly with UCF-IST to conduct an analysis in the first six months and then annually thereafter until the end of the period of performance that will look at fielding trends, budget trends and analyze the past and future paths that the Army is on with T&E. This analysis will lead to a Front End Analysis (FEA) that will look at research objectives for V-C-G-AR that can have a high impact if properly employed by the Army. These gaps produced by the FEA may be in different forms such as: stand-alone systems, linked systems, embedded systems, simulators, simulations, mobile technology, game based learning, video technology, or distributed simulations.

The FEA will identify research objectives that may lead to T&E solutions or infusion into current program or records (PoRs). These technologies must have low overhead requiring less external support, be simple to use and easy to maintain. UCF-IST will conduct the FEA with literature searches, conduct an industry capability analysis and provide recommendations on future research areas for the SPL.

UCF-IST will advise on the ability to add complexity to research objectives in order to make the resultant research areas physically and intellectually challenging to meet the requirements of physical, mental and emotional engagements to meet the ATEMS vision. These challenges will add to the complexity to the SPL which will allow for novel approaches for T&E theories not typically found with stand-alone T&E. Added complexity may include; irregular forces, criminals, terrorism coalition partners, hybrid mixtures, non-governmental organizations and other areas that can add complexity to our T&E that are typically not added to our individual, small team and collective training devices. This CRA will identify V-C-G-AR challenges to empirically determine the viability of these additions which may be effectively used in the SPL.

Occasionally the FEA may lead to develop early prototypes that replicate the Operational Environment (OE). UCF-IST will collaboratively assess the effectiveness of these technologies that are jointly agreed upon, and devise strategies to incorporate into the SPL.

One example UCF-IST intends to investigate in the first six months are distribution strategies to point of need. UCF-IST will research ways to leverage mobile and cloud computing and other relevant emerging technologies that can transform the way the research community accesses T&E.

UCF-IST will build on research objectives that identifies persistent access and synchronization to content. Research objectives will focus on how T&E will be accessed, leverage the scientific theories on engaging content, and the research into the ability to reduce the number of training environments, overhead, and infrastructure involved in T&E.

This first year of the CRA UCF-IST will investigate these emerging technologies, intelligent tutoring, synthetic environments, cloud computing, augmented reality, virtual human puppeteering, and virtual prototyping and develop the theoretical underpinnings that can eventually support acquisition decisions. This theoretical foundation is critical for the research community as a whole to provide suggestions on how T&E is acquired in the future.

ARL-HRED-STTC Plan

ARL-HRED-STTC will collaborate on the FEA.

ARL-HRED-STTC will identify strategic ARL-HRED-STTC research objectives and approved the research objectives.

ARL-HRED-STTC will assist UCF-IST in determining the appropriate sources of information for background literature searches and reviews.

ARL-HRED-STTC will review and comment on all V-C-G-AR reviews and data.

ARL-HRED-STTC will aid in organizing and disseminating the reviews for organizational buy-in.

ARL-HRED-STTC will be day to day active members in the SPL and on the development of the scientific underpinnings of the Test-Bed.

ARL-HRED-STTC will collaborate with the design, development and integration.

ARL-HRED-STTC will review all technical reports.

Task 2 – Develop a Design Specification for the SPL

UCF-IST Plan

In collaboration with the Government UCF-IST will develop a design specification for the SPL which will be based on a device agnostic architecture with clearly defined protocols and standards that will allow interoperability to support multiple V-C-G-AR emerging technologies for T&E. The SPL will provide for an agnostic environment so that the products can be played on multiple types of devices and systems. Included will be facilitates content, validation and assessment of content and effectiveness. As an example, the virtual humans (as shown in Figure 1) designed for the SPL architecture will have a cognitive architecture capable of supporting a natural language processing capability that enables virtual human entities to interact autonomously with, humans, and other computer generated forces in the virtual, gaming and distance/distributed learning environments.

This design specification will provide the ability to understand, reason and make assumptions about the environments supporting virtual, gaming and distance/distributed learning training applications. Over the five year CR

A population of larger-scale simulations will expand so that the range of on-demand, interactive training opportunities will reduce the human overhead support. The SPL Design Architecture will be a cloud-based architecture that enables seamless development and distribution of T&E. Developing a SPL design specification

will showcase how a single, non-federated synthetic environment integrated with V-C-G-AR training technologies can be measured and planned for future TE.

UCF-IST in conjunction with ARL-HRED-STTC will design experiments and protocols based upon the results from Task 1 and 2. The intent of this area of research is to develop defensible metrics that support the planning and programming of future acquisition decisions. The Army has established a list of the most prioritized promising T&E related S&T technologies. Many of these are untested. TRADOC and PEO STRI are interested in results that can verify future investments. This task will support the next year Annual Program Plan for experimentation, exercises, field testing and demonstrations is the CRA body of research concerned with the area of defensible measures and metrics.

UCF-IST will work with ARL-HRED-STTC to develop the necessary requirements for experiment execution of these metrics. This may include working in the SPL, on-site at contractor's facilities, other academia institutions, or field testing to conduct the experimentation.

UCF-IST will formally document the results of literature reviews.

UCF-IST will submit review to ARL for review and comment/approval.

UCF-IST will disseminate the results in the appropriate forums as identified with ARL-HRED-STTC.

ARL-HRED-STTC Plan

ARL-HRED-STTC will aid in organizing and disseminating the reviews for organizational buy-in.

ARL-HRED-STTC will review the experimental design.

ARL-HRED-STTC will collaborate on individual and joint publications.

ARL-HRED-STTC will identify the specific research goals and objectives for the given system under study.

ARL-HRED-STTC will assist UCF-IST in determining the appropriate sources of information for background literature review.

ARL-HRED-STTC will review and comment on UCF-IST literature reviews.

ARL-HRED-STTC will review the experimental design.

ARL-HRED-STTC will assist UCF-IST in determining the appropriate outlets for disseminating results.

ARL-HRED-STTC will aid in review of publications for public release.

Year 1 Annual Plan Budget:

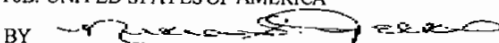
Elements	Year 1
Labor	\$2,187,957
Fringe Benefit	\$516,113
Total Direct Labor:	\$2,704,070
Other Direct Cost:	
Travel	\$58,881
Misc. Materials & Supplies	\$24,943
Tuition Remission	\$88,716
Equipment	\$16,586
Other Direct Cost:	\$189,126
Indirect Cost (F&A)	\$1,282,431
Total Cost:	\$4,175,627

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 02120152016204000006626222550030002708R.0013730.55.64 6100.9000021001
COST CODE: A60FJ
AMOUNT: \$55,000.00
CIN GFEB001068982800001: \$55,000.00

Attachment C

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00002			S	1 2
3. EFFECTIVE DATE 02-Jul-2015		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD DURHAM NC 27703		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
CODE 9H673			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: njelks152552 Modification: \$0.00 The purpose of this administrative modification is to correct the obligation amount stated in Block 14 of the SF30 for Modification P00001. Block 14 listed the modification obligation amount as \$428,000.00, however the actual obligation amount was \$378,000.00. The actual funded amount was increased by \$378,000.00 from \$55,000.00 to \$433,000.00. The agreement value remained unchanged. All other terms and conditions of the agreement remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NIKA S. JELKS / CONTRACTING/GRANTS OFFICER TEL: 407-384-5585 EMAIL: nika.s.jelks.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 02-Jul-2015

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

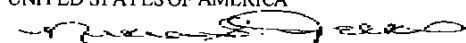
SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:

MODIFICATION CONTINUATION PAGE

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 02-Jul-2015		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD DURHAM NC 27703		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30309-3104	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
CODE 9H673			FACILITY CODE	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: njelks152552 Modification: \$0.00 The purpose of this administrative modification is to correct the obligation amount stated in Block 14 of the SF30 for Modification P00001. Block 14 listed the modification obligation amount as \$428,000.00, however the actual obligation amount was \$378,000.00. The actual funded amount was increased by \$378,000.00 from \$55,000.00 to \$433,000.00. The agreement value remained unchanged. All other terms and conditions of the agreement remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			NIKA S. JELKS / CONTRACTING/GRANTS OFFICER TEL: 407-384-5685 EMAIL: nika.s.jelks.civ@mail.mil	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			BY 	02-Jul-2015
			(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:

MODIFICATION CONTINUATION PAGE

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 07 Aug 2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S MIAMI BLVD DURHAM NC 27703	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jwoolsey152770 Modification Obligation Amount: \$81,380.00 The purpose of this modification is to provide incremental funding in the amount of \$81,380.00 under CLIN 0001 via SubCLINs 000105 thru 000106 and update Article 5.1.2 Obligation. The total funding has increased by \$81,380.00 from \$433,000.00 to \$514,380.00. The CLIN 0001 total cost is decreased by \$3,661,247.00 from \$4,175,627.00 to \$514,380.00. This change is necessary to allow CLIN 0001 to properly reflect the agreement's obligated amount of \$514,380.00. All terms and conditions remain unchanged and in full force and effect.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Mindy Salivan, Sr. Proposal Manager</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (407) 384-3624 debra.l.leuschel.div@		
15B. CONTRACTOR/OFFEROR <i>Mindy Salivan</i> (Signature of person authorized to sign)		15C. DATE SIGNED 8/6/15		16B. UNITED STATES OF AMERICA Digitally signed by LEUSCHEL,DEBRAL.1230245165 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=LEUSCHEL,DEBRAL.1230245165 BY _____ (Signature of Contracting Officer)
				16C. DATE SIGNED 07 Aug 2015

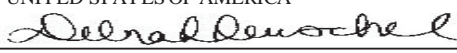
EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Approved as to Form and Legality
[Signature] 8/6/2015

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 07-Aug-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD DURHAM NC 27703	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey152770 Modification Obligation Amount: \$81,380.00 The purpose of this modification is to provide incremental funding in the amount of \$81,380.00 under CLIN 0001 via SubCLINs 000105 thru 000106 and update Article 5.1.2 Obligation. The total funding has increased by \$81,380.00 from \$433,000.00 to \$514,380.00. The CLIN 0001 total cost is decreased by \$3,661,247.00 from \$4,175,627.00 to \$514,380.00. This change is necessary to allow CLIN 0001 to properly reflect the agreement's obligated amount of \$514,380.00. All terms and conditions remain unchanged and in full force and effect.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA LEUSCHEL LYNN / CONTRACT AND GRANT OFFICER TEL: 407-384-3624 EMAIL: debra.l.leuschel.civ@mail.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 07-Aug-2015
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida by and on behalf of its Board of Trustees for the benefit of the Institute for Simulation and Training (“UCF” or “Recipient”)

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00003

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$514,380.00

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$514,380.00. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$514,380.00

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN AA:

(1) Appropriation No.: 02120152016204000006626222550030002708R.0013730.55.64 6100.9000021001

(2) Requisition No.: GFEB001068982800001

(3) Amount: \$55,000.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000101

ACRN: AB

- (1) Appropriation No.: 02120152016204000006626222550030002705R.0013730.4.63.3 6100.9000021001
 (2) Requisition No.: GFEB001071698500001
 (3) Amount: \$108,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000102

ACRN: AC

- (1) Appropriation No.: 02120152016204000006626222550030002704R.0013730.8.62 6100.9000021001
 (2) Requisition No.: GFEB001071698500003
 (3) Amount: \$40,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000103

ACRN: AD

- (1) Appropriation No.: 02120152016204000006626222550030002702R.0013730.1 6100.9000021001
 (2) Requisition No.: GFEB001071698500004
 (3) Amount: \$230,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000104

ACRN: AE

- (1) Appropriation No.: 02120152016204000006626222550030002704R.0013730.69.62 6100.9000021001
 (2) Requisition No.: GFEB001073705600001
 (3) Amount: \$31,380.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000105

ACRN: AF

- (1) Appropriation No.: 02120152016204000006626222550030002706R.0013730.3.65 6100.9000021001
 (2) Requisition No.: GFEB001073705600002
 (3) Amount: \$50,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000106

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the U.S. Army Research Laboratory (ARL), and UCF, hereinafter referred to as the "Recipient," pursuant to and under U.S. Federal Law.

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted

and available for payment in the Year 1 Program Period is \$514,380.00 of the Year 1 Program Plan total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$3,661,247.00 from \$4,175,627.00 to \$514,380.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by \$3,661,247.00 from \$4,175,627.00 to \$514,380.00.
 The total cost of this line item has decreased by \$3,661,247.00 from \$4,175,627.00 to \$514,380.00.

SUBCLIN 000105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	FundingCOST PURCHASE REQUEST NUMBER: 0010737056		Job		\$0.00
				ESTIMATED COST	\$0.00
	ACRN AE CIN: GFEB001073705600001				\$31,380.00

SUBCLIN 000106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	FundingCOST PURCHASE REQUEST NUMBER: 0010737056		Job		\$0.00
				ESTIMATED COST	\$0.00
	ACRN AF CIN: GFEB001073705600002				\$50,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000105:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000106:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$81,380.00 from \$433,000.00 to \$514,380.00.

SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AE

CIN: GFEBS001073705600001

Acctng Data: 02120152016204000006626222550030002704R.0013730.69.62 6100.9000021001

Increase: \$31,380.00

Total: \$31,380.00

Cost Code: A60FJ

SUBCLIN 000106:

Funding on SUBCLIN 000106 is initiated as follows:

ACRN: AF

CIN: GFEBS001073705600002

Acctng Data: 02120152016204000006626222550030002706R.0013730.3.65 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				S	1 5
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 15-Sep-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD DURHAM NC 27703	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
				X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 USC 2358					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jwoolsey153084 Modification Obligation Amount: \$50,000.00 The purpose of this modification is to provide incremental funding in the amount of \$50,000.00 under CLIN0001 via SubCLIN000107 and update Article 5.1.2 Obligation. The total funding has increased by \$50,000.00 from \$514,380.00 to \$564,380.00. The CLIN0001 total cost is increased by \$50,000.00 from \$514,380.00 to \$564,380.00. This change is necessary to allow CLIN0001 to properly reflect the agreement's obligated amount of \$564,380.00. All terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NIKA S. JELKS / CONTRACTING/GRANTS OFFICER TEL: 407-384-5585 EMAIL: nika.s.jelks.civ@mail.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 15-Sep-2015	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida by and on behalf of its Board of Trustees for the benefit of the Institute for Simulation and Training ("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00004

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$564,380.00

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$564,380.00. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$564,380.00

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CFDA) number: 12.431

Accounting and Appropriation Data:

ACRN AA:

(1) Appropriation No.: 02120152016204000006626222550030002708R.0013730.55.64 6100.9000021001

(2) Requisition No.: GFEB001068982800001

(3) Amount: \$55,000.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000101

ACRN: AB

- (1) Appropriation No.: 02120152016204000006626222550030002705R.0013730.4.63.3 6100.9000021001
 (2) Requisition No.: GFEB001071698500001
 (3) Amount: \$108,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000102

ACRN: AC

- (1) Appropriation No.: 02120152016204000006626222550030002704R.0013730.8.62 6100.9000021001
 (2) Requisition No.: GFEB001071698500003
 (3) Amount: \$40,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000103

ACRN: AD

- (1) Appropriation No.: 02120152016204000006626222550030002702R.0013730.1 6100.9000021001
 (2) Requisition No.: GFEB001071698500004
 (3) Amount: \$280,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000104: \$230,000.00
 (7) Applicable SubCLIN: 000107: \$50,000.00

ACRN: AE

- (1) Appropriation No.: 02120152016204000006626222550030002704R.0013730.69.62 6100.9000021001
 (2) Requisition No.: GFEB001073705600001
 (3) Amount: \$31,380.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000105

ACRN: AF

- (1) Appropriation No.: 02120152016204000006626222550030002706R.0013730.3.65 6100.9000021001
 (2) Requisition No.: GFEB001073705600002
 (3) Amount: \$50,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000106

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the U.S. Army Research Laboratory (ARL), and UCF, hereinafter referred to as the "Recipient," pursuant to and under U.S. Federal Law.

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1 Program Period is \$564,380.00 of the Program Plan total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$50,000.00 from \$514,380.00 to \$564,380.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$50,000.00 from \$514,380.00 to \$564,380.00.
The total cost of this line item has increased by \$50,000.00 from \$514,380.00 to \$564,380.00.

SUBCLIN 000107 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	FundingCOST PURCHASE REQUEST NUMBER: 0010758190		Job		\$0.00
	ACRN AD CIN: GFEB001075819000001			ESTIMATED COST	\$0.00 \$50,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000107:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$50,000.00 from \$514,380.00 to \$564,380.00.

SUBCLIN 000107:

Funding on SUBCLIN 000107 is initiated as follows:

ACRN: AD

CIN: GFEB001075819000001

Acctng Data: 02120152016204000006626222550030002702R.0013730.1 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 25-Feb-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD. DURHAM NC 27703	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey161161 Modification Obligation Amount: \$200,000.00. The purpose of this modification is to provide incremental funding to CLIN 0001 in the amount of \$200,000.00. As a result of this modification, the total funded amount is increased by \$200,000.00 from \$564,380.00 to \$764,380.00 and Article 5 Fiscal Management is updated with the new funded amount. All other terms and conditions will remain unchanged and in full force and effect.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NIKIA S. JELKS / CONTRACTING/GRANTS OFFICER TEL: (407) 384-5585 EMAIL: nikia.s.jelks.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 25-Feb-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida by and on behalf of its Board of Trustees for the benefit of the Institute for Simulation and Training (“UCF” or “Recipient”)

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00004

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$764,380.00

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$764,380.00. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$764,380.00

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CFDA) number: 12.431

Accounting and Appropriation Data:

ACRN AA:

(1) Appropriation No.: 02120152016204000006626222550030002708R.0013730.55.64 6100.9000021001

(2) Requisition No.: CIN GFEB5001068982800001

(3) Amount: \$55,000.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000101

(7) Cost Code: A60FJ

ACRN: AB

- (1) Appropriation No.: 02120152016204000006626222550030002705R.0013730.4.63.3 6100.9000021001
 (2) Requisition No.: CIN GFEB001071698500001
 (3) Amount: \$108,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000102
 (7) Cost Code: A60FJ

ACRN: AC

- (1) Appropriation No.: 02120152016204000006626222550030002704R.0013730.8.62 6100.9000021001
 (2) Requisition No.: CIN GFEB001071698500003
 (3) Amount: \$40,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000103
 (7) Cost Code: A60FJ

ACRN: AD

- (1) Appropriation No.: 02120152016204000006626222550030002702R.0013730.1 6100.9000021001
 (2) Requisition No.: CIN GFEB001071698500004
 (3) Amount: \$280,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000104: \$230,000.00
 (7) Applicable SubCLIN: 000107: \$50,000.00
 (8) Cost Code: A60FJ

ACRN: AE

- (1) Appropriation No.: 02120152016204000006626222550030002704R.0013730.69.62 6100.9000021001
 (2) Requisition No.: CIN GFEB001073705600001
 (3) Amount: \$31,380.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000105
 (7) Cost Code: A60FJ

ACRN: AF

- (1) Appropriation No.: 02120152016204000006626222550030002706R.0013730.3.65 6100.9000021001
 (2) Requisition No.: CIN GFEB001073705600002
 (3) Amount: \$50,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000106
 (7) Cost Code: A60FJ

ACRN: AG

- (1) Appropriation No.: 02120162017204000006626222550040494919R.0017930.67.611 6100.9000021001
 (2) Requisition No.: CIN GFEB001080112200001
 (3) Amount: \$75,000.00
 (4) Applicable APP: 1st
 (5) Applicable CLIN: 0001
 (6) Applicable SubCLIN: 000109
 (7) Cost Code: A60FJ

ACRN: AH

- (1) Appropriation No.: 02120162017204000006636332550040494919R.0017929.1.631 6100.9000021001
- (2) Requisition No.: CIN GFEB001080112200002
- (3) Amount: \$75,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000110
- (7) Cost Code: A60FJ

ACRN: AJ

- (1) Appropriation No.: 02120162017204000006626222550040494919R.0017930.3.631 6100.9000021001
- (2) Requisition No.: CIN GFEB001080112200003
- (3) Amount: \$50,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000108
- (7) Cost Code: A60FJ

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the U.S. Army Research Laboratory (ARL), and UCF, hereinafter referred to as the "Recipient," pursuant to and under U.S. Federal Law.

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1 Program Period is \$764,380.00 of the Program Plan total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$200,000.00 from \$564,380.00 to \$764,380.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$200,000.00 from \$564,380.00 to \$764,380.00.
The total cost of this line item has increased by \$200,000.00 from \$564,380.00 to \$764,380.00.

SUBCLIN 000108 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108	FundingCOST PURCHASE REQUEST NUMBER: 0010801122				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AJ CIN: GFEB001080112200003				\$50,000.00

SUBCLIN 000109 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109	FundingCOST PURCHASE REQUEST NUMBER: 0010801122				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AG CIN: GFEB001080112200001				\$75,000.00

SUBCLIN 000110 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000110	FundingCOST PURCHASE REQUEST NUMBER: 0010801122				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AH CIN: GFEB001080112200002				\$75,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000108:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000109:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000110:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$200,000.00 from \$564,380.00 to \$764,380.00.

SUBCLIN 000108:

Funding on SUBCLIN 000108 is initiated as follows:

ACRN: AJ

CIN: GFEBS001080112200003

Acctng Data: 02120162017204000006626222550040494919R.0017930.3.631 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A60FJ

SUBCLIN 000109:

Funding on SUBCLIN 000109 is initiated as follows:

ACRN: AG

CIN: GFEBS001080112200001

Acctng Data: 02120162017204000006626222550040494919R.0017930.67.611 6100.9000021001

Increase: \$75,000.00

Total: \$75,000.00

Cost Code: A60FJ

SUBCLIN 000110:

Funding on SUBCLIN 000110 is initiated as follows:

ACRN: AH

CIN: GFEBS001080112200002

Acctng Data: 02120162017204000006636332550040494919R.0017929.1.631 6100.9000021001

Increase: \$75,000.00

Total: \$75,000.00


Cost Code: A60FJ

W911NF-15-2-0003

P00005

Page 7 of 7

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 22-Apr-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD. DURHAM NC 27703	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey161415 Modification Obligation Amount: \$153,630.79 The purpose of this modification is to provide incremental funding to CLIN 0001 in the amount of \$153,630.79. As a result of this modification, the total funded amount is increased by \$153,630.79 from \$764,380.00 to \$918,010.79. "Article 5 Fiscal Management" the total funded amount is increased by \$153,630.79 from \$764,380.00 to \$918,010.79. All other terms and conditions will remain unchanged and in full force and effect. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NIKIA S. JELKS / CONTRACTING/GRAANTS OFFICER TEL: (407) 384-5585 EMAIL: nikia.s.jelks.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 22-Apr-2016	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida by and on behalf of its Board of Trustees for the benefit of the Institute for Simulation and Training (“UCF” or “Recipient”)

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00006

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$918,010.79

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$918,010.79. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$918,010.79

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: AK

(1) Appropriation No.: 02120162017204000006626222550040494919R.0017930.69.602 6100.9000021001

(2) Requisition No.: CIN: GFEB001080433100001

(3) Amount: \$24,999.97

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000111

(7) Cost Code: A60FJ

ACRN: AL

- (1) Appropriation No.: 02120162017204000006626222550040494919R.0017930.8.602 6100.9000021001
- (2) Requisition No.: CIN: GFEB001080433100002
- (3) Amount: \$53,630.82
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000112
- (7) Cost Code: A60FJ

ACRN: AM

- (1) Appropriation No.: 0212016201720400000662622255 R.0017930.3.631 6100.9000021001
- (2) Requisition No.: CIN: GFEB001080433100003
- (3) Amount: \$75,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000113
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$918,010.79. The Program Plan total funding amount is \$918,010.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$153,630.79 from \$764,380.00 to \$918,010.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$153,630.79 from \$764,380.00 to \$918,010.79.

The total cost of this line item has increased by \$153,630.79 from \$764,380.00 to \$918,010.79.

SUBCLIN 000111 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000111	FundingCOST FOB: Destination PURCHASE REQUEST NUMBER: 0010804331-0003				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AK CIN: GFEB001080433100001				\$24,999.97

SUBCLIN 000112 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000112	FundingCOST PURCHASE REQUEST NUMBER: 0010804331-0003				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AL CIN: GFEB001080433100002				\$53,630.82

SUBCLIN 000113 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000113	FundingCOST PURCHASE REQUEST NUMBER: 0010804331-0003				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AM CIN: GFEB001080433100003				\$75,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000111:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000112:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000113:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$153,630.79 from \$764,380.00 to \$918,010.79.

SUBCLIN 000111:

Funding on SUBCLIN 000111 is initiated as follows:

ACRN: AK

CIN: GFEBS001080433100001

Acctng Data: 02120162017204000006626222550040494919R.0017930.69.602 6100.9000021001

Increase: \$24,999.97

Total: \$24,999.97

Cost Code: A60FJ

SUBCLIN 000112:

Funding on SUBCLIN 000112 is initiated as follows:

ACRN: AL

CIN: GFEBS001080433100002

Acctng Data: 02120162017204000006626222550040494919R.0017930.8.602 6100.9000021001

Increase: \$53,630.82

Total: \$53,630.82

Cost Code: A60FJ

SUBCLIN 000113:

Funding on SUBCLIN 000113 is initiated as follows:

ACRN: AM

CIN: GFEBS001080433100003

Acctng Data: 0212016201720400000662622255 R.0017930.3.631 6100.9000021001

Increase: \$75,000.00

W911NF-15-2-0003

P00006

Page 6 of 6

Total: \$75,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00007			S	1 5
3. EFFECTIVE DATE 02-May-2016		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD. DURHAM NC 27703		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R 15 ATLANTA GA 30303-3104	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey162079 Modification Obligation Amount: \$68,824.00 The purpose of this modification is to provide incremental funding to CLIN 0001 in the amount of \$68,824.00. As a result of this modification, the total funded amount is increased by \$68,824.00 from \$918,010.79 to \$986,834.79. "Article 5 Fiscal Management," the total funded amount is increased by \$68,824.00 from \$918,010.79 to \$986,834.79. "Attachment 5, Annual Program Plan and Budget," the period of performance is hereby extended for a total of 12 months with a new end date of 2 June 2017. All other terms and conditions will remain unchanged and in full force and effect.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Mindy Solivan, Team Manager</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nikia S. Jelks	
			TEL: 407-384-5585 EMAIL: nikia.s.jelks.civ@mail.mil	
15B. CONTRACTOR/OFFEROR <i>Mindy Solivan</i> (Signature of person authorized to sign)		15C. DATE SIGNED 4/29/16	16B. UNITED STATES OF AMERICA BY JELKS, NIKIA S. 1241952505 (Signature of Contracting Officer)	
			16C. DATE SIGNED 02-May-2016	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			S	1 5
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 02-May-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD. DURHAM NC 27703	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey162079 Modification Obligation Amount: \$68,824.00 The purpose of this modification is to provide incremental funding to CLIN 0001 in the amount of \$68,824.00. As a result of this modification, the total funded amount is increased by \$68,824.00 from \$918,010.79 to \$986,834.79. "Article 5 Fiscal Management," the total funded amount is increased by \$68,824.00 from \$918,010.79 to \$986,834.79. "Attachment 5, Annual Program Plan and Budget," the period of performance is hereby extended for a total of 12 months with a new end date of 2 June 2017. All other terms and conditions will remain unchanged and in full force and effect. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NIKIA S. JELKS / CONTRACTING/GRANTS OFFICER TEL: (407) 384-5585 EMAIL: nikia.s.jelks.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 02-May-2016	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida by and on behalf of its Board of Trustees for the benefit of the Institute for Simulation and Training (“UCF” or “Recipient”)

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00007

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$986,834.79

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$986,834.79. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$986,834.79

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: AP

(1) Appropriation No.: 0212016201720400000662622255 R.0020045.541.1 6100.9000021001

(2) Requisition No.: CIN: GFEB001085355500002

(3) Amount: \$50,000.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000114

(7) Cost Code: A60FJ

ACRN: AN

(1) Appropriation No.: 02120162017204000006626222550040494919R.0017930.8.602 6100.9000021001

(2) Requisition No.: CIN: GFEB001085355500001

(3) Amount: \$18,824.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000115

(7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$986,834.79. The Program Plan total funding amount is \$986,834.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

**ATTACHMENT 5
Annual Program Plan and Budget**

Year 1 POP: 3 June 2015 thru 2 June 2017

Elements	Year 1
Labor	\$2,187,957
Fringe Benefit	\$516,113
Total Direct Labor:	\$2,704,070
Other Direct Cost:	
Travel	\$58,881
Misc. Materials & Supplies	\$24,943
Tuition Remission	\$88,716
Equipment	\$16,586
Other Direct Cost:	\$189,126
Indirect Cost (F&A)	\$1,282,431
Total Cost:	\$4,175,627

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$68,824.00 from \$918,010.79 to \$986,834.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$68,824.00 from \$918,010.79 to \$986,834.79.

The total cost of this line item has increased by \$68,824.00 from \$918,010.79 to \$986,834.79.

SUBCLIN 000114 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000114	FundingCOST PURCHASE REQUEST NUMBER: 0010853555				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AP CIN: GFEB001085355500002				\$50,000.00

SUBCLIN 000115 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000115	FundingCOST PURCHASE REQUEST NUMBER: 0010853555				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AN CIN: GFEB001085355500001				\$18,824.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000114:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000115:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$68,824.00 from \$918,010.79 to \$986,834.79.

SUBCLIN 000114:

Funding on SUBCLIN 000114 is initiated as follows:

ACRN: AP

CIN: GFEBS001085355500002

Acctng Data: 0212016201720400000662622255 R.0020045.541.1 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A60FJ

SUBCLIN 000115:

Funding on SUBCLIN 000115 is initiated as follows:

ACRN: AN

CIN: GFEBS001085355500001

Acctng Data: 02120162017204000006626222550040494916R.0017930.69.602 6100.9000021001


Increase: \$18,824.00

Total: \$18,824.00

Cost Code: A60FJ

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			S	1	2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 12-May-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 4300 S. MIAMI BLVD. DURHAM NC 27703	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003		
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015		
CODE 9H673	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey162241 Modification Obligation Amount: \$0.00 The purpose of this modification is to update "Article 3 Program Management," 3.1 The ARL Cooperative Agreement Manager (CAM). All other terms and conditions will remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NIKIA S. JELKS / CONTRACTING/GRANTS OFFICER TEL: (407) 384-5585 EMAIL: nikia.s.jelks.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 12-May-2016	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

Article 3 Program Management

3.1 The ARL Cooperative Agreement Manager (CAM) is:

Irwin L. Hudson
U.S. Army Research Laboratory
12423 Research Parkway
Orlando, FL 32826
407.882.2426
irwin.l.hudson.civ@mail.mil

The following have been deleted:

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 26-Oct-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey1753 MODIFICATION OBLIGATION AMOUNT: \$17,000.00 1. The purpose of this unilateral modification is to (a) add funding to CLIN 0001, in the amount of \$17,000.00, via SLIN 000116; and (b) update "ARTICLE 5 Fiscal Management," to reflect the current incremental funding amount. 2. As a result of this modification, the total value and the total funded amount for this cooperative agreement is increased by \$17,000.00 from \$986,834.79 to \$1,003,834.79. All terms and conditions remained unchanged and in full force and effect.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 26-Oct-2016	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$17,000.00 from \$986,834.79 to \$1,003,834.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$17,000.00 from \$986,834.79 to \$1,003,834.79.

The total cost of this line item has increased by \$17,000.00 from \$986,834.79 to \$1,003,834.79.

SUBCLIN 000116 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000116	FundingCOST FOB: Destination PURCHASE REQUEST NUMBER: 0010940968				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AQ CIN: GFES001094096800001				\$17,000.00

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00009
Total Estimated Amount of the Basic Agreement: \$4,175,627.00
Total Estimated Government Funding of the Basic Agreement: \$1,003,834.79

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00
Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00
Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00
Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00
Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,003,834.79. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$1,003,834.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

- ACRN: AQ
- (1) Appropriation No.: 02120162017204000006636332550040494915R.0017931.13.1.6119 6100.9000021001
- (2) Requisition No.: CIN GFEB001094096800001
- (3) Amount: \$17,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000116
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,003,834.79. The Program Plan total funding amount is \$1,003,834.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000116:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$17,000.00 from \$986,834.79 to \$1,003,834.79.

SUBCLIN 000116:

Funding on SUBCLIN 000116 is initiated as follows:

ACRN: AQ

CIN: GFEB001094096800001

Acctng Data: 02120162017204000006636332550040494915R.0017931.13.1.6119 6100.9000021001

Increase: \$17,000.00

Total: \$17,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 06-Dec-2016		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			5. PROJECT NO. (If applicable) N66020	
9A. AMENDMENT OF SOLICITATION NO.			9B. DATED (SEE ITEM 11)	
CODE 9H673			FACILITY CODE	
10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003			10B. DATED (SEE ITEM 13) 03-Jun-2015	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey17601 MODIFICATION OBLIGATION AMOUNT: \$300,000.00 1. The purpose of this unilateral modification is to (a) add funding to CLIN 0001, in the amount of \$300,000.00, via SubCLIN 000117; and (b) update "ARTICLE 5 Fiscal Management," to reflect the current incremental funding amount. 2. As a result of this modification, the total value and the total funded amount for this cooperative agreement is increased by \$300,000.00 from \$1,003,834.79 to \$1,303,834.79. All terms and conditions remained unchanged and in full force and effect. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 06-Dec-2016

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$300,000.00 from \$1,003,834.79 to \$1,303,834.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$300,000.00 from \$1,003,834.79 to \$1,303,834.79.

The total cost of this line item has increased by \$300,000.00 from \$1,003,834.79 to \$1,303,834.79.

SUBCLIN 000117 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000117	FundingCOST FOB: Destination PURCHASE REQUEST NUMBER: 0010955038				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AR CIN: GFES001095503800001				\$300,000.00

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00010

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,303,834.79

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00
Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00
Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00
Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00
Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,303,834.79. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$1,303,834.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

- ACRN: AR
- (1) Appropriation No.: 02120172018204000006626222550040494915R.0022130.04.611 6100.9000021001
- (2) Requisition No.: CIN GFEB001095503800001
- (3) Amount: \$300,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000117
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,303,834.79. The Program Plan total funding amount is \$1,303,834.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000117:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$300,000.00 from \$1,003,834.79 to \$1,303,834.79.

SUBCLIN 000117:

Funding on SUBCLIN 000117 is initiated as follows:

ACRN: AR

CIN: GFEBS001095503800001

Acctng Data: 02120172018204000006626222550040494915R.0022130.04.611 6100.9000021001


Increase: \$300,000.00

Total: \$300,000.00

Cost Code: A60FJ

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				S	1	6
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 03-Jan-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003		
				X 10B. DATED (SEE ITEM 13) 03-Jun-2015		
CODE 9H673		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) 10 USC 2358						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey17912 MODIFICATION OBLIGATION AMOUNT: \$150,000.00 1. The purpose of this unilateral modification is to (a) add funding to CLIN 0001, in the amount of \$150,000.00, via SubCLIN 000118, 000119 and 000120; and (b) update "ARTICLE 5 Fiscal Management," to reflect the current incremental funding amount. 2. As a result of this modification, the total value and the total funded amount for this cooperative agreement is increased by \$150,000.00 from \$1,303,834.79 to \$1,453,834.79. All terms and conditions remained unchanged and in full force and effect.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 03-Jan-2017	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00011

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,453,834.79

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,453,834.79. CLIN 0001 is funded as set forth below.
Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the
Agreement set forth above.

Government Funds Obligated: \$1,453,834.79

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: AS

(1) Appropriation No.: 0212017201820400000662622255 R.0022132.15.540 6100.9000021001

(2) Requisition No.: CIN GFEB001096404700001

(3) Amount: \$50,000.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000118

(7) Cost Code: A60FJ

ACRN: AT

- (1) Appropriation No.: 0212016201720400000662622255 R.0020045.54119.9 6100.9000021001
- (2) Requisition No.: CIN GFEB001096404700002
- (3) Amount: \$50,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000119
- (7) Cost Code: A60FJ

ACRN: AU

- (1) Appropriation No.: 0212016201720400000662622255 R.0020045.5419.9 6100.9000021001
- (2) Requisition No.: GFEB001096404700003
- (3) Amount: \$50,000.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000120
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,453,834.79. The Program Plan total funding amount is \$1,453,834.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$150,000.00 from \$1,303,834.79 to \$1,453,834.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$150,000.00 from \$1,303,834.79 to \$1,453,834.79.
 The total cost of this line item has increased by \$150,000.00 from \$1,303,834.79 to \$1,453,834.79.

SUBCLIN 000118 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000118	FundingCOST				\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010964047				
				ESTIMATED COST	\$0.00
	ACRN AS				\$50,000.00

CIN: GFEB001096404700001

SUBCLIN 000119 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000119	FundingCOST FOB: Destination PURCHASE REQUEST NUMBER: 0010964047				\$0.00
	ACRN AT CIN: GFEB001096404700002			ESTIMATED COST	\$50,000.00
					\$0.00

SUBCLIN 000120 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000120	FundingCOST FOB: Destination PURCHASE REQUEST NUMBER: 0010964047				\$0.00
	ACRN AU CIN: GFEB001096404700003			ESTIMATED COST	\$50,000.00
					\$0.00

The following have been deleted:

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000118:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000119:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000120:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$150,000.00 from \$1,303,834.79 to \$1,453,834.79.

SUBCLIN 000118:

Funding on SUBCLIN 000118 is initiated as follows:

ACRN: AS

CIN: GFEBS001096404700001

Acctng Data: 0212017201820400000662622255 R.0022132.15.540 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A60FJ

SUBCLIN 000119:

Funding on SUBCLIN 000119 is initiated as follows:

ACRN: AT

CIN: GFEBS001096404700002

Acctng Data: 0212016201720400000662622255 R.0020045.54119.9 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A60FJ

SUBCLIN 000120:

Funding on SUBCLIN 000120 is initiated as follows:

ACRN: AU

CIN: GFEBS001096404700003

Acctng Data: 0212016201720400000662622255 R.0020045.5419.9 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A60FJ

W911NF-15-2-0003

P00011

Page 6 of 6

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				S	1	4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)		
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (if other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE	N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
				X	10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) 10 U.S.C. 2358						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey171112 MODIFICATION OBLIGATION AMOUNT: -\$100,000.00 1. The purpose of this modification is to (a) deobligate funding from CLIN 0001 in the amount of \$100,000.00, via SubCLIN 000119 and 000120; and (b) update "ARTICLE 5 Fiscal Management," to reflect the revised funding amount. 2. As a result of this modification, the total value and the total funded amount for this cooperative agreement is decreased by \$100,000.00 from \$1,453,834.79 to \$1,353,834.79. All terms and conditions remained unchanged and in full force and effect.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) Mindy Solivan, Assistant Director				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR Mindy Solivan (Signature of person authorized to sign)		15C. DATE SIGNED 2/22/17		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
				BY _____ (Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				S	1 4
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 24-Feb-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
				X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 U.S.C. 2358					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey171112 MODIFICATION OBLIGATION AMOUNT: -\$100,000.00 1. The purpose of this modification is to (a) deobligate funding from CLIN 0001 in the amount of \$100,000.00, via SubCLIN 000119 and 000120; and (b) update "ARTICLE 5 Fiscal Management," to reflect the revised funding amount. 2. As a result of this modification, the total value and the total funded amount for this cooperative agreement is decreased by \$100,000.00 from \$1,453,834.79 to \$1,353,834.79. All terms and conditions remained unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 24-Feb-2017

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00012

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,353,834.79

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,353,834.79. CLIN 0001 is funded as set forth below.
Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the
Agreement set forth above.

Government Funds Obligated: \$1,353,834.79

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: AT

(1) Appropriation No.: 0212016201720400000662622255 R.0020045.54119.9 6100.9000021001

(2) Requisition No.: CIN GFEB001096404700002

(3) Amount: \$0.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000119

(7) Cost Code: A60FJ

ACRN: AU

- (1) Appropriation No.: 0212016201720400000662622255 R.0020045.5419.9 6100.9000021001
- (2) Requisition No.: GFEB001096404700003
- (3) Amount: \$0.00
- (4) Applicable APP: 1st
- (5) Applicable CLIN: 0001
- (6) Applicable SubCLIN: 000120
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,353,834.79. The Program Plan total funding amount is \$1,353,834.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$100,000.00 from \$1,453,834.79 to \$1,353,834.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by \$100,000.00 from \$1,453,834.79 to \$1,353,834.79.

The total cost of this line item has decreased by \$100,000.00 from \$1,453,834.79 to \$1,353,834.79.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$100,000.00 from \$1,453,834.79 to \$1,353,834.79.

SUBCLIN 000119:


AT: 0212016201720400000662622255 R.0020045.54119.9 6100.9000021001 A60FJ (CIN)

GFES001096404700002) was decreased by \$50,000.00 from \$50,000.00 to \$0.00

SUBCLIN 000120:

AU: 0212016201720400000662622255 R.0020045.5419.9 6100.9000021001 A60FJ (CIN
GFES001096404700003) was decreased by \$50,000.00 from \$50,000.00 to \$0.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 08-Mar-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: beverlym171640 MODIFICATION OBLIGATION AMOUNT: \$180,600.00 SEE CONTINUATION PAGE FOR DETAILS				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 08-Mar-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00013

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (if exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79. CLIN 0001 is funded as set forth below.
Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the
Agreement set forth above.

Government Funds Obligated: \$1,534,434.79

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: AV

(1) Appropriation No.: 02120172018204000006626222550040494919R.0024280.631.1 6100.9000021001

(2) Requisition No.: CIN GFEB001099779200001

(3) Amount: \$180,600.00

(4) Applicable APP: 1st

(5) Applicable CLIN: 0001

(6) Applicable SubCLIN: 000121

(7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79. The Program Plan total funding amount is \$1,534,434.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$180,600.00 from \$1,353,834.79 to \$1,534,434.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$180,600.00 from \$1,353,834.79 to \$1,534,434.79.

The total cost of this line item has increased by \$180,600.00 from \$1,353,834.79 to \$1,534,434.79.

SUBCLIN 000121 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000121	FundingCOST FOB: Destination PURCHASE REQUEST NUMBER: 0010997792				\$0.00
	ACRN AV CIN: GFEB001099779200001			ESTIMATED COST	\$0.00 \$180,600.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000121:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$180,600.00 from \$1,353,834.79 to \$1,534,434.79.

SUBCLIN 000121:

Funding on SUBCLIN 000121 is initiated as follows:

ACRN: AV

CIN: GFEB001099779200001


Acctng Data: 02120172018204000006626222550040494919R.0024280.631.1 6100.9000021001

Increase: \$180,600.00

Total: \$180,600.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 24-Apr-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey172029 MODIFICATION OBLIGATION AMOUNT: \$368,000.00 SEE CONTINUATION PAGE FOR DETAILS				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 24-Apr-2017

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			S	1	9
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32828-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T MINDY SOLIVAN 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 USC 2358					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey172029 MODIFICATION OBLIGATION AMOUNT: \$368,000.00 SEE CONTINUATION PAGE FOR DETAILS					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Mindy Solivan, Ass. 3rd Dir.</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR <i>Mindy Solivan</i> (Signature of person authorized to sign)			15C. DATE SIGNED 4/18/17		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
					16C. DATE SIGNED

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

MODIFICATION OBLIGATION AMOUNT: \$368,000.00

1. The purpose of this unilateral modification is to (a) Exercise CLIN 0002, Option 1; (b) incrementally fund CLIN 0002, for a total amount of \$368,000.00 via SLIN 000201 and 000202; (c) update "Article 3 Program Management," (d) update "ARTICLE 5 Fiscal Management," to reflect the current incremental funding amount and (c) update "Attachment 5 Annual Program Plan and Budget."

2. As a result of this modification, the total value and the total funded amount for this cooperative agreement is increased by 368,000.00 from \$1,534,434.79 to \$1,902,434.79. All terms and conditions remained unchanged and in full force and effect.

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida by and on behalf of its Board of Trustees for the benefit of the Institute for Simulation and Training ("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00014

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$368,000.00. CLIN 0001 and 0002 is funded as set forth below. CLIN 0001 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$1,902,434.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

ACRN: AX

- (1) Appropriation No.: 02120172018204000006636332550040494917R.0022129.01.631 6100.9000021001
- (2) Requisition No.: CIN GFEB001100729900001
- (3) Amount: \$308,000.00
- (4) Applicable APP: 2nd
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000201
- (7) Cost Code: A60FJ

ACRN: AW

- (1) Appropriation No.: 02120172018204000006626222550040494891R.0022132.15.540 6100.9000021001
- (2) Requisition No.: CIN GFEB001100166500001
- (3) Amount: \$60,000.00
- (4) Applicable APP: 2nd
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000202
- (7) Cost Code: A60FJ

Update – Article 3 Program Management:

3.2 The Recipient Program Manager (RPM):

FROM:

Dr. Daniel Barber
University of Central Florida
Orlando, FL 32826
Telephone: 407-810-4748
Email: dbarber@ist.ucf.edu

TO:

Brian Plamondon
University of Central Florida
Orlando, FL 32826
Telephone: 407-882-0129
Fax: 407-882-1335
Email: bplamond@ist.ucf.edu

Update – Article 5 Fiscal Management:

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$4,175,627.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79. The Program Plan total funding amount is \$1,534,434.79, of the total estimated value of \$4,175,627.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$368,000.00. The Program Plan total funding amount is \$1,902,434.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

Update – Attachment 5 Annual Program Plan and Budget:

1.6 Year Two Program Plan Tasks

Year 2 of this Cooperative Research Agreement will continue supporting and developing the Soldier Perception Laboratory (SPL) for quantitative understanding of Virtual Constructive Gaming Augmented Reality (V-C-G-AR) capabilities.

Task 1 - Identify and investigate basic research objectives in coordination with the ARL-HRED-STTC for V-C-G-AR thrusts for Force 2025 ATEMS vision.

UCF-IST Plan

ARL-HRED-ATSD will work jointly with UCF-IST to continue conducting analyses and looking at fielding trends, budget trends and analyze the past and future paths that the Army is on with T&E. These analyses will lead to a Front End Analysis (FEA) that will look at research objectives for V-C-G-AR that can have a high impact if properly employed by the Army. These gaps produced by the FEA may be in different forms such as: stand-alone systems, linked systems, embedded systems, simulators, simulations, mobile technology, game based learning, video technology, or distributed simulations.

UCF-IST will continue to advise on the ability to add complexity to research objectives in order to make the resultant research areas physically and intellectually challenging to meet the requirements of physical, mental and emotional engagements to meet the ATEMS vision. These challenges will add to the complexity to the SPL which will allow for novel approaches for T&E theories not typically found with stand-alone T&E. Added complexity may include; irregular forces, criminals, terrorism coalition partners, hybrid mixtures, non-governmental organizations and other areas that can add complexity to our T&E that are typically not added to our individual, small team and collective training devices. This CRA will identify V-C-G-AR challenges to empirically determine the viability of these additions which may be effectively used in the SPL.

Additionally, the FEA may lead to develop early prototypes that replicate the Operational Environment (OE). UCF-IST will collaboratively assess the effectiveness of these technologies that are jointly agreed upon, and devise strategies to incorporate into the SPL.

UCF-IST will continue to build on research objectives that identifies persistent access and synchronization to content. Research objectives will focus on how T&E will be accessed, leverage the scientific theories on engaging content, and the research into the ability to reduce the number of training environments, overhead, and infrastructure involved in T&E.

UCF-IST will continue to investigate these emerging technologies, intelligent tutoring, synthetic environments, cloud computing, augmented reality, virtual human puppeteering, and virtual prototyping and develop the theoretical underpinnings that can eventually support acquisition decisions. This theoretical foundation is critical for the research community as a whole to provide suggestions on how T&E is acquired in the future.

ARL-HRED-STTC Plan

ARL-HRED-ATSD will continue collaborating on the FEA, including the design, development and integration.

ARL-HRED-ATSD will continue identifying strategic ARL-HRED-ATSD research objectives and approved the research objectives.

ARL-HRED-ATSD will continue assisting UCF-IST in determining the appropriate sources of information for background literature searches and reviews.

ARL-HRED-ATSD will continue reviewing and commenting on all V-C-G-AR reviews and data.

ARL-HRED-ATSD will be day to day active members in the SPL and on the development of the scientific underpinnings of the Test-Bed.

ARL-HRED-ATSD will review all technical reports.

Task 2 – Develop a Design Specification for the applied research of the SPL

UCF-IST Plan

UCF-IST will continue collaborating with ARL-HRED-ATSD to develop a design specification for the SPL which will be based on a device agnostic architecture with clearly defined protocols and standards that will allow interoperability to support multiple V-C-G-AR emerging technologies for T&E.

This design specification will provide the ability to understand, reason and make assumptions about the environments supporting virtual, gaming and distance/distributed learning training applications, which will span the five year CR.

UCF-IST in conjunction with ARL-HRED-STTC will continue to design experiments and protocols based upon the results from Task 1 and 2. The intent of this area of research is to develop defensible metrics that support the planning and programming of future acquisition decisions. The Army has established a list of the most prioritized promising T&E related S&T technologies. Many of these are untested. TRADOC and PEO STRI are interested in results that can verify future investments. This task will support the next year Annual Program Plan for experimentation, exercises, field testing and demonstrations is the CRA body of research concerned with the area of defensible measures and metrics.

UCF-IST will continue working with ARL-HRED-STTC to develop the necessary requirements for experiment execution of these metrics. This may include working in the SPL, on-site at contractor's facilities, other academia institutions, or field testing to conduct the experimentation.

UCF-IST will formally document the results of literature reviews.

UCF-IST will submit review to ARL for review and comment/approval.

UCF-IST will disseminate the results in the appropriate forums as identified with ARL-HRED-STTC.

ARL-HRED-STTC Plan

ARL-HRED-STTC will aid in organizing and disseminating the reviews for organizational buy-in.

ARL-HRED-STTC will review the experimental design.

ARL-HRED-STTC will collaborate on individual and joint publications.

ARL-HRED-STTC will identify the specific research goals and objectives for the given system under study.

ARL-HRED-STTC will assist UCF-IST in determining the appropriate sources of information for background literature review.

ARL-HRED-STTC will review and comment on UCF-IST literature reviews.

ARL-HRED-STTC will review the experimental design.

ARL-HRED-STTC will assist UCF-IST in determining the appropriate outlets for disseminating results.

ARL-HRED-STTC will aid in review of publications for public release.

Task 3 – Advanced Laboratory Set-up and Development

University of Central Florida Institute for Simulation and Training (UCF-IST) Plan

In collaboration with the ARL, UCF-IST will setup a lab that will evaluate newly available, marketed, or prototype HMDs and technologies to determine whether or not each can provide an effective training solution on both a functional (i.e., technological specification) and usable (i.e., human interaction) perspective. The idea is to accomplish these evaluations in a relatively quick, or “rapid,” fashion. Providing quick evaluation and identification of product strengths and weaknesses enables training development programs to identify and use HMDs/mixed reality technologies that more readily fit into their desired program.

The concept of the RAPID Lab is to identify COTS/GOTS by canvassing the military, industry, academia and science communities for existing and emerging technologies. The main effort is to have UCF-IST conduct research and analysis focused on how the combination of readily available COTS/GOTS, leveraged with technology relationships between government, academia, industry and the Warfighter, could form a system/process that facilitates the development of solutions for Mixed Reality (MR) environments, over the five year Cooperative Agreement.

UCF-IST in conjunction with ARL-HRED- ATSD will design experiments and protocols based upon the results from Task 1 and 2. The intent of this area of research is to develop defensible metrics that support the planning and programming of future acquisition decisions.

UCF-IST will work with ARL-HRED-ATSD to develop the necessary requirements for experiment execution of these metrics. This may include working, on-site at contractor’s facilities, other academia institutions, or field testing to conduct the experimentation.

UCF-IST will formally document the results of literature reviews.

UCF-IST will submit review to ARL-HRED-ATSD for review and comment/approval.

UCF-IST will disseminate the results in the appropriate forums as identified with ARL-HRED- ATSD.

ARL-HRED-STTC Plan

The Army has established a list of the most prioritized promising T&E related S&T technologies. Many of these are untested. TRADOC and PEO STRI are interested in results that can verify future investments. This task will support the next year Annual Program Plan for experimentation, exercises, field testing and demonstrations is the CRA body of research concerned with the area of defensible measures and metrics.

ARL-HRED-ATSD will aid in organizing and disseminating the reviews for organizational buy-in.

ARL-HRED-ATSD will review the experimental design.

ARL-HRED-ATSD will collaborate on individual and joint publications.

ARL-HRED-ATSD will identify the specific research goals and objectives for the given system under study.

ARL-HRED-ATSD will assist UCF-IST in determining the appropriate sources of information for background literature review.

ARL-HRED-ATSD will review and comment on UCF-IST literature reviews.

ARL-HRED-ATSD will assist UCF-IST in determining the appropriate outlets for disseminating results.

ARL-HRED-ATSD will aid in review of publications for public release.

Year 2 Annual Plan Budget:

Elements	Year 2
Labor	\$2,253,562
Fringe Benefit	\$531,640
Total Direct Labor:	\$2,785,202
Other Direct Cost:	
Travel	\$58,881
Misc. Materials & Supplies	\$31,704
Tuition Remission	\$93,152
Equipment	\$33,172
Other Direct Cost:	\$216,909
Indirect Cost (F&A)	\$1,322,862
Total Cost:	\$4,324,973

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$368,000.00 from \$1,534,434.79 to \$1,902,434.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option 1_COST		Job		\$368,000.00
EXERCISED OPTION	FOB: Destination				
				ESTIMATED COST	\$368,000.00

SUBCLIN 000201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding_COST				\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011007299				
				ESTIMATED COST	\$0.00
	ACRN AX				\$308,000.00
	CIN: GFEB001100729900001				

SUBCLIN 000202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202	Funding_COST				\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011001665				
				ESTIMATED COST	\$0.00
	ACRN AW				\$60,000.00
	CIN: GFEB001100166500001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0002 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 24-APR-2017 TO 23-APR-2018	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$368,000.00 from \$1,534,434.79 to \$1,902,434.79.

SUBCLIN 000201:

Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AX

CIN: GFEBS001100729900001

Acctng Data: 02120172018204000006636332550040494917R.0022129.01.631 6100.9000021001

Increase: \$308,000.00

Total: \$308,000.00

Cost Code: A60FJ

SUBCLIN 000202:

Funding on SUBCLIN 000202 is initiated as follows:

ACRN: AW

CIN: GFEBS001100166500001


Acctng Data: 02120172018204000006626222550040494891R.0022132.15.540 6100.9000021001

Increase: \$60,000.00

Total: \$60,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 10-Jul-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw woolsey172960 MODIFICATION OBLIGATION AMOUNT: \$653,325.00 SEE CONTINUATION PAGE FOR DETAILS. POC: Mr. Justin H. Woolsey, 407-384-3942, justin.h.woolsey.civ@mail.mil				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-Jul-2017	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

This document constitutes modification P00015 to cooperative agreement W911NF-15-2-0003-P00015, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Provide incremental funding to CLIN 0002 in the amount of \$653,325.00.
- 2) As a result of this modification, the total funded amount for this cooperative agreement is increased by \$653,325.00 from \$1,902,434.79 to \$2,555,759.79.
- 3) The total cost of this cooperative agreement is increased by \$653,325.00 from \$1,902,434.79 to \$2,555,759.79.

The following changes are hereby incorporated:

A. The Accounting/Appropriation Data of this agreement is amended as follows:

ACRN: BA

- (1) Appropriation No.: 02120172018204000006626222550040494917R.0024280.631.1 6100.9000021001
- (2) Requisition No.: GFEB001101174200003
- (3) Amount: \$480,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000203
- (7) Cost Code: A60FJ

ACRN: BB

- (1) Appropriation No.: 02120172018204000006636332550040494915R.0022131.13.611.1 6100.9000021001
- (2) Requisition No.: GFEB001101174200004
- (3) Amount: \$23,325.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000204
- (7) Cost Code: A60FJ

ACRN: AY

- (1) Appropriation No.: 02120172018204000006626222550040494917R.0022130.69.621 6100.9000021001
- (2) Requisition No.: GFEB001101174200001
- (3) Amount: \$75,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000205
- (7) Cost Code: A60FJ

ACRN: AZ

- (1) Appropriation No.: 02120172018204000006636332550040494919R.0022129.01.631 6100.9000021001
- (2) Requisition No.: GFEB001101174200002

- (3) Amount: \$75,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000206
- (7) Cost Code: A60FJ

B. TERMS & CONDITIONS

COOPERATIVE AGREEMENT PROVISIONS

Update – Funding Total:

FROM:

Funded Amount: \$1,902,434.79

TO:

Funded Amount: \$2,555,759.79

Update – Article 5 Fiscal Management:

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$368,000.00. The Program Plan total funding amount is \$1,902,434.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,021,325.00. The Program Plan total funding amount is \$2,555,759.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$653,325.00 from \$1,902,434.79 to \$2,555,759.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$653,325.00 from \$368,000.00 to \$1,021,325.00.

The total cost of this line item has increased by \$653,325.00 from \$368,000.00 to \$1,021,325.00.

SUBCLIN 000203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000203					\$0.00
	Funding_COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011011742				
				ESTIMATED COST	\$0.00
	ACRN BA				\$480,000.00
	CIN: GFEB001101174200003				

SUBCLIN 000204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000204					\$0.00
	Funding_COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011011742				
				ESTIMATED COST	\$0.00
	ACRN BB				\$23,325.00
	CIN: GFEB001101174200004				

SUBCLIN 000205 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000205					\$0.00
	Funding_COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011011742				
				ESTIMATED COST	\$0.00
	ACRN AY				\$75,000.00
	CIN: GFEB001101174200001				

SUBCLIN 000206 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000206	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011011742				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AZ CIN: GFEB001101174200002				\$75,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000204:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000205:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000206:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$653,325.00 from \$1,902,434.79 to \$2,555,759.79.

SUBCLIN 000203:

Funding on SUBCLIN 000203 is initiated as follows:

ACRN: BA

CIN: GFEB001101174200003

Acctng Data: 02120172018204000006626222550040494917R.0024280.631.1 6100.9000021001

Increase: \$480,000.00

Total: \$480,000.00

Cost Code: A60FJ

SUBCLIN 000204:

Funding on SUBCLIN 000204 is initiated as follows:

ACRN: BB

CIN: GFEBS001101174200004

Acctng Data: 02120172018204000006636332550040494915R.0022131.13.611.1 6100.9000021001

Increase: \$23,325.00

Total: \$23,325.00

Cost Code: A60FJ

SUBCLIN 000205:

Funding on SUBCLIN 000205 is initiated as follows:

ACRN: AY

CIN: GFEBS001101174200001

Acctng Data: 02120172018204000006626222550040494917R.0022130.69.621 6100.9000021001

Increase: \$75,000.00

Total: \$75,000.00

Cost Code: A60FJ

SUBCLIN 000206:

Funding on SUBCLIN 000206 is initiated as follows:

ACRN: AZ

CIN: GFEBS001101174200002

Acctng Data: 02120172018204000006636332550040494919R.0022129.01.631 6100.9000021001

Increase: \$75,000.00

Total: \$75,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			S	1 4
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 24-Jul-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey173105 MODIFICATION OBLIGATION AMOUNT: \$167,000.00 SEE CONTINUATION PAGE FOR DETAILS. POC: Justin H. Woolsey (407) 384-3942, justin.h.woolsey.civ@mail.mil				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 24-Jul-2017	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00016

This document constitutes modification P00016 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Provide incremental funding to CLIN 0002 in the amount of \$167,000.00.
- 2) As a result of this modification, the total funded amount for this cooperative agreement is increased by \$167,000.00 from \$2,555,759.79 to \$2,722,759.79.
- 3) The total cost of this cooperative agreement is increased by \$167,000.00 from \$2,555,759.79 to \$2,722,759.79.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00016

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$1,188,325.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$2,722,759.79

Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CFDA) number: 12.431

Accounting and Appropriation Data:

- ACRN: BC
(1) Appropriation No.: 02120172018204000006636332550040494919R.0022129.01.631.1 6100.9000021001
(2) Requisition No.: GFEB001105551200001
(3) Amount: \$167,000.00
(4) Applicable APP: 2nd Year APP
(5) Applicable CLIN: 0002
(6) Applicable SubCLIN: 000207
(7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,021,325.00. The Program Plan total funding amount is \$2,555,759.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,188,325.00. The Program Plan total funding amount is \$2,722,759.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$167,000.00 from \$2,555,759.79 to \$2,722,759.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$167,000.00 from \$1,021,325.00 to \$1,188,325.00.

The total cost of this line item has increased by \$167,000.00 from \$1,021,325.00 to \$1,188,325.00.

SUBCLIN 000207 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000207	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011055512				\$0.00
	ACRN BC CIN: GFEBS001105551200001			ESTIMATED COST	\$0.00 \$167,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000207:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$167,000.00 from \$2,555,759.79 to \$2,722,759.79.

SUBCLIN 000207:

Funding on SUBCLIN 000207 is initiated as follows:

ACRN: BC

CIN: GFEBS001105551200001

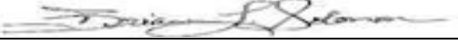
Acctng Data: 02120172018204000006636332550040494919R.0022129.01.631.1 6100.9000021001

Increase: \$167,000.00

Total: \$167,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00017		3. EFFECTIVE DATE 02-Aug-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
				X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 USC 2358					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey173251 MODIFICATION OBLIGATION AMOUNT: \$146,435.00 SEE CONTINUATION PAGE FOR DETAILS.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 02-Aug-2017

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00017

This document constitutes modification P00017 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Fund CLIN 0002 in the amount of \$146,435.00 via newly created SLIN 000208.
- 2) The total amount and value of the cooperative agreement has increased by \$146,435.00 from \$2,722,759.79 to \$2,869,194.79.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training (“UCF” or “Recipient”)

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00017

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$1,334,760.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$2,869,194.79

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CFDA) number: 12.431

Accounting and Appropriation Data:

ACRN: BD

(1) Appropriation No.: 02120172018204000006626222550040494919R.0022130.03.631 6100.9000021001

(2) Requisition No.: GFEB001106527200001

(3) Amount: \$146,435.00

(4) Applicable APP: 2nd Year APP

(5) Applicable CLIN: 0002

(6) Applicable SubCLIN: 000208

(7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,188,325.00. The Program Plan total funding amount is \$2,722,759.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,334,760.00. The Program Plan total funding amount is \$2,869,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$146,435.00 from \$2,722,759.79 to \$2,869,194.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$146,435.00 from \$1,188,325.00 to \$1,334,760.00.

The total cost of this line item has increased by \$146,435.00 from \$1,188,325.00 to \$1,334,760.00.

SUBCLIN 000208 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000208	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011065272				\$0.00
	ACRN BD CIN: GFEB001106527200001			ESTIMATED COST	\$0.00 \$146,435.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000208:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$146,435.00 from \$2,722,759.79 to \$2,869,194.79.

SUBCLIN 000208:

Funding on SUBCLIN 000208 is initiated as follows:

ACRN: BD

CIN: GFEB001106527200001

Acctng Data: 02120172018204000006626222550040494919R.0022130.03.631 6100.9000021001

Increase: \$146,435.00

Total: \$146,435.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 15-Sep-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 USC 2358					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey173684 OBLIGATION AMOUNT: \$140,000.00 SEE CONTINUATION PAGE FOR DETAILS.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 15-Sep-2017		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00018

This document constitutes modification P00018 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Fund CLIN 0002 in the amount of \$140,000.00 via newly created SLIN 000209.
- 2) The total amount and value of the cooperative agreement has increased by \$140,000.00 from \$2,869,194.79 to \$3,009,194.79.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00018

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$1,474,760.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,009,194.79

Authority: 10 U.S.C. 2358

Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BE

(1) Appropriation No.: 02120172018204000006626222550040494917R.0022130.04.621 6100.9000021001

(2) Requisition No.: GFEBS001108515300001

(3) Amount: \$140,000.00

(4) Applicable APP: 2nd Year APP

(5) Applicable CLIN: 0002

(6) Applicable SubCLIN: 000209

(7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,334,760.00. The Program Plan total funding amount is \$2,869,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,474,760.00. The Program Plan total funding amount is \$3,009,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$140,000.00 from \$2,869,194.79 to \$3,009,194.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$140,000.00 from \$1,334,760.00 to \$1,474,760.00.

The total cost of this line item has increased by \$140,000.00 from \$1,334,760.00 to \$1,474,760.00.

SUBCLIN 000209 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000209	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011085153				\$0.00
	ACRN BE CIN: GFEB001108515300001			ESTIMATED COST	\$0.00 \$140,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000209:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$140,000.00 from \$2,869,194.79 to \$3,009,194.79.

SUBCLIN 000209:

Funding on SUBCLIN 000209 is initiated as follows:

ACRN: BE

CIN: GFEB001108515300001


Acctng Data: 02120172018204000006626222550040494917R.0022130.04.621 6100.9000021001

Increase: \$140,000.00

Total: \$140,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 14-Nov-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey18392 OBLIGATION AMOUNT: \$220,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 14-Nov-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00019

This document constitutes modification P00019 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLINs 000210 in the amount of \$20,000.00, and 000211 in the amount of \$200,000.00 for a total amount of \$220,000.00.
- 2) Update "ARTICLE 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total amount and value of the cooperative agreement has increased by \$220,000.00 from \$3,009,194.79 to \$3,229,194.79.

All terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training ("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00019

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$1,694,760.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,229,194.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BF

- (1) Appropriation No.: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001
- (2) Requisition No.: GFEBS001111350100001
- (3) Amount: \$20,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000210
- (7) Cost Code: A60FJ

ACRN: BG

- (1) Appropriation No.: 02120182019204000006626222550040494915R.0026530.73.611.2 6100.9000021001
- (2) Requisition No.: GFEBS001111213400001
- (3) Amount: \$200,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SubCLIN: 000211
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,474,760.00. The Program Plan total funding amount is \$3,009,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,694,760.00. The Program Plan total funding amount is \$3,229,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$220,000.00 from \$3,009,194.79 to \$3,229,194.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$220,000.00 from \$1,474,760.00 to \$1,694,760.00.
The total cost of this line item has increased by \$220,000.00 from \$1,474,760.00 to \$1,694,760.00.

SUBCLIN 000210 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000210	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011113501				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BF CIN: GFEB001111350100001				\$20,000.00

SUBCLIN 000211 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000211	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011112134				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BG CIN: GFEB001111213400001				\$200,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000210:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000211:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$220,000.00 from \$3,009,194.79 to \$3,229,194.79.

SUBCLIN 000210:

Funding on SUBCLIN 000210 is initiated as follows:

ACRN: BF

CIN: GFEBS001111350100001

Acctng Data: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001

Increase: \$20,000.00

Total: \$20,000.00

Cost Code: A60FJ

SUBCLIN 000211:

Funding on SUBCLIN 000211 is initiated as follows:

ACRN: BG

CIN: GFEBS001111213400001

Acctng Data: 02120182019204000006626222550040494915R.0026530.73.611.2 6100.9000021001

Increase: \$200,000.00

Total: \$200,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 21-Dec-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey18911 OBLIGATION AMOUNT: \$20,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 21-Dec-2017	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00020

This document constitutes modification P00020 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLIN 000212 in the amount of \$20,000.00.
- 2) Update "Article 3 Program Management," To reflect the new ARL Cooperative Agreement Manager (CAM).
- 3) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 4) The total amount and value of the cooperative agreement has increased by \$20,000.00 from \$3,229,194.79 to \$3,249,194.79.

All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00020

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$1,714,760.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,249,194.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BG

- (1) Appropriation No.: 02120182019204000006626222550040494915R.0026530.73.611.2 6100.9000021001
- (2) Requisition No.: GFEBS001112450700001
- (3) Amount: \$20,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000212
- (7) Cost Code: A60FJ

ARTICLE 3 Program Management

FROM:

3.1 The ARL Cooperative Agreement Manager (CAM) is:

Irwin L. Hudson
U.S. Army Research Laboratory
SFC Paul Ray Smith Center
12423 Research Parkway
Orlando, FL 32826
407.882.2426
irwin.l.hudson.civ@mail.mil

TO:

3.1 The ARL Cooperative Agreement Manager (CAM) is:

Phuong-Thao Pham
U.S. Army Research Laboratory
SFC Paul Ray Smith Center
12423 Research Parkway
Orlando, FL 32826
Office: 407.384.5460
phuong.t.pham.civ@mail.mil

ARTICLE 5 Fiscal Management

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance

of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,694,760.00. The Program Plan total funding amount is \$3,229,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,714,760.00. The Program Plan total funding amount is \$3,249,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$20,000.00 from \$3,229,194.79 to \$3,249,194.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$20,000.00 from \$1,694,760.00 to \$1,714,760.00.

The total cost of this line item has increased by \$20,000.00 from \$1,694,760.00 to \$1,714,760.00.

SUBCLIN 000212 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000212	Funding_COST				\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011124507				
				ESTIMATED COST	\$0.00
	ACRN BG				\$20,000.00
	CIN: GFEB001112450700001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000212:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$20,000.00 from \$3,229,194.79 to \$3,249,194.79.

SUBCLIN 000212:

Funding on SUBCLIN 000212 is initiated as follows:

ACRN: BG

CIN: GFEBS001112450700001


Acctng Data: 02120182019204000006626222550040494915R.0026530.73.611.2 6100.9000021001

Increase: \$20,000.00

Total: \$20,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 11-Jan-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey181127 OBLIGATION AMOUNT: \$28,108.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-Jan-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00021

This document constitutes modification P00021 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLIN 000213 in the amount of \$28,108.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total amount and value of the cooperative agreement has increased by \$28,108.00 from \$3,249,194.79 to \$3,277,302.79.

All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00021

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$1,742,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,277,302.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BH

- (1) Appropriation No.: 02120182019204000006626222550040494917R.0026527.01.621.2 6100.9000021001
- (2) Requisition No.: GFEBS001113531200001
- (3) Amount: \$28,108.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000213
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

FROM:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,714,760.00. The Program Plan total funding amount is \$3,249,194.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

TO:

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,742,868.00. The Program Plan total funding amount is \$3,277,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$28,108.00 from \$3,249,194.79 to \$3,277,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$28,108.00 from \$1,714,760.00 to \$1,742,868.00.
The total cost of this line item has increased by \$28,108.00 from \$1,714,760.00 to \$1,742,868.00.

SUBCLIN 000213 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000213	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011135312				\$0.00
	ACRN BH CIN: GFEBS001113531200001			ESTIMATED COST	\$0.00 \$28,108.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000213:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$28,108.00 from \$3,249,194.79 to \$3,277,302.79.

SUBCLIN 000213:

Funding on SUBCLIN 000213 is initiated as follows:

ACRN: BH

CIN: GFEBS001113531200001

Acctng Data: 02120182019204000006626222550040494917R.0026527.01.621.2 6100.9000021001

Increase: \$28,108.00

Total: \$28,108.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 06-Feb-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey181388 OBLIGATION AMOUNT: \$160,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 06-Feb-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00022

This document constitutes modification P00022 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

Incrementally fund CLIN 0002 via the newly created SLINs 000214 and 000215 in the amount of \$160,000.00.

Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.

The total amount and value of the cooperative agreement has increased by \$160,000.00 from \$3,277,302.79 to \$3,437,302.79.

All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00022

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$1,902,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,437,302.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431
Accounting and Appropriation Data:

ACRN: BH

- (1) Appropriation No.: 02120182019204000006626222550040494917R.0026527.01.621.2 6100.9000021001
- (2) Requisition No.: GFEB001114457900001
- (3) Amount: \$100,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000214
- (7) Cost Code: A60FJ

ACRN: BH

- (1) Appropriation No.: 02120182019204000006626222550040494917R.0026527.01.621.2 6100.9000021001
- (2) Requisition No.: GFEB001114457900002
- (3) Amount: \$60,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000215
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$1,902,868.00. The Program Plan total funding amount is \$3,437,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$160,000.00 from \$3,277,302.79 to \$3,437,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$160,000.00 from \$1,742,868.00 to \$1,902,868.00.
The total cost of this line item has increased by \$160,000.00 from \$1,742,868.00 to \$1,902,868.00.

SUBCLIN 000214 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000214	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011144579				\$0.00
	ACRN BH CIN: GFEB001114457900001			ESTIMATED COST	\$0.00 \$100,000.00

SUBCLIN 000215 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000215	Funding_COST FOB: Destination PURCHASE REQUEST NUMBER: 0011144579				\$0.00
	ACRN BJ CIN: GFEB001114457900002			ESTIMATED COST	\$0.00 \$60,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000214:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000215:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$160,000.00 from \$3,277,302.79 to \$3,437,302.79.

SUBCLIN 000214:
Funding on SUBCLIN 000214 is initiated as follows:

ACRN: BH

CIN: GFEBS001114457900001

Acctng Data: 02120182019204000006626222550040494917R.0026527.01.621.2 6100.9000021001

Increase: \$100,000.00

Total: \$100,000.00

Cost Code: A60FJ

SUBCLIN 000215:

Funding on SUBCLIN 000215 is initiated as follows:

ACRN: BJ

CIN: GFEBS001114457900002

Acctng Data: 02120182019204000006626222550040494915R.0026530.04.611.2 6100.9000021001

Increase: \$60,000.00

Total: \$60,000.00

Cost Code: A60FJ

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 05-Mar-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: beverlym181605 OBLIGATION AMOUNT: \$0.00. SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 05-Mar-2018	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00023

This document constitutes modification P00023 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

1. Update "Article 3 Program Management" to reflect the current Cooperative Agreement Manager(CAM)

All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training ("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

ARTICLE 3 Program Management

FROM:

3.1 The ARL Cooperative Agreement Manager (CAM) is:

Phuong-Thao Pham
U.S. Army Research Laboratory
SFC Paul Ray Smith Center 12423
Research Parkway Orlando, FL
32826
Office: 407.384.5460
phuong.t.pham.civ@mail.mil

TO:

3.1 The ARL Cooperative Agreement Manager (CAM) is:

Irwin L. Hudson
U.S. Army Research Laboratory
SFC Paul Ray Smith Center 12423
Research Parkway Orlando, FL

32826 407.882.2426
irwin.l.hudson.civ@mail.mil

The following have been deleted:

P00016
P00017
P00018
P00019
P00020
P00021
P00022

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000101

The PSC code AJ41 has been deleted.
The PROG code C9E has been deleted.
The WSC Equipment code 000 has been deleted.
The NAICS code 541712 has been deleted.
The MDAP/MAIS Code 000 has been deleted.

SUBCLIN 000102

The FOB Destination has been deleted.
The PSC code AJ41 has been deleted.
The PROG code C9E has been deleted.
The WSC Equipment code 000 has been deleted.
The NAICS code 541712 has been deleted.
The MDAP/MAIS Code 000 has been deleted.

SUBCLIN 000103

The FOB Destination has been deleted.
The PSC code AJ41 has been deleted.
The PROG code C9E has been deleted.
The WSC Equipment code 000 has been deleted.
The NAICS code 541712 has been deleted.
The MDAP/MAIS Code 000 has been deleted.

SUBCLIN 000104

The FOB Destination has been deleted.
The PSC code AJ41 has been deleted.
The PROG code C9E has been deleted.
The WSC Equipment code 000 has been deleted.
The NAICS code 541712 has been deleted.
The MDAP/MAIS Code 000 has been deleted.

SUBCLIN 000105

The unit of issue Job has been deleted.
The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000106

The unit of issue Job has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000107

The unit of issue Job has been deleted.
The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000108

The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000109

The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000110

The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000111

The FOB Destination has been deleted.
The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000112

The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000113

The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000114

The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000115

The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000116

The FOB Destination has been deleted.
The PSC code AZ12 has been deleted.
The PROG code C9E has been deleted.
The WSC Equipment code 000 has been deleted.
The NAICS code 541712 has been deleted.
The MDAP/MAIS Code 000 has been deleted.

SUBCLIN 000117

The FOB Destination has been deleted.
The PSC code AJ41 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000118

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000119

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000120

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000121

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

CLIN 0002

The PSC code AJ41 has been added.

SUBCLIN 000201

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000202

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000203

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000204

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000205

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000206

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000207

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.
The NAICS code 541712 has been deleted.

SUBCLIN 000208

The FOB Destination has been deleted.
The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SUBCLIN 000209

The FOB Destination has been deleted.

The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SUBCLIN 000210

The FOB Destination has been deleted.

The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SUBCLIN 000211

The FOB Destination has been deleted.

The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SUBCLIN 000212

The FOB Destination has been deleted.

The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SUBCLIN 000213

The FOB Destination has been deleted.

The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SUBCLIN 000214

The FOB Destination has been deleted.

The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SUBCLIN 000215

The FOB Destination has been deleted.

The PSC code AJ21 has been deleted.

The NAICS code 541712 has been deleted.

SECTION E - INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 000101 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000102 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000103 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000104 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000105 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000106 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000107 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000108 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000109 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000110 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000111 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for SUBCLIN 000112 has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
-------------------	-------------------	------------------	-------------------------

To:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000113 has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
-------------------	-------------------	------------------	-------------------------

To:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000114 has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
-------------------	-------------------	------------------	-------------------------

To:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000115 has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
-------------------	-------------------	------------------	-------------------------

To:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000116 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

To:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000117 has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
-------------------	-------------------	------------------	-------------------------

To:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000118 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
------------	------------	-----------	-----------

N/A	N/A	N/A	Government
To:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
The Acceptance/Inspection Schedule for SUBCLIN 000119 has been changed from:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
To:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
The Acceptance/Inspection Schedule for SUBCLIN 000120 has been changed from:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
To:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
The Acceptance/Inspection Schedule for SUBCLIN 000121 has been changed from:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
To:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
The Acceptance/Inspection Schedule for SUBCLIN 000201 has been changed from:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
To:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
The Acceptance/Inspection Schedule for SUBCLIN 000202 has been changed from:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
To:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
The Acceptance/Inspection Schedule for SUBCLIN 000203 has been changed from:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government

To: INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

The Acceptance/Inspection Schedule for SUBCLIN 000204 has been changed from:
 INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

To: INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

The Acceptance/Inspection Schedule for SUBCLIN 000205 has been changed from:
 INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

To: INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

The Acceptance/Inspection Schedule for SUBCLIN 000206 has been changed from:
 INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A Government

To: INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

The Acceptance/Inspection Schedule for SUBCLIN 000207 has been changed from:
 INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A Government

To: INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

The Acceptance/Inspection Schedule for SUBCLIN 000208 has been changed from:
 INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

To: INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 N/A N/A N/A N/A

The Acceptance/Inspection Schedule for SUBCLIN 000209 has been changed from:
 INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
 Destination Government Destination Government

To:	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-----	-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000210 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

To:	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-----	-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000211 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

To:	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-----	-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000212 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

To:	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-----	-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000213 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

To:	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-----	-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000214 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

To:	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-----	-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for SUBCLIN 000215 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

To:

W911NF-15-2-0003

P00023

Page 15 of 15


INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 28-Mar-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 USC 2358					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: juwoolsey181929 OBLIGATION AMOUNT: \$100,000.00 SEE CONTINUATION PAGE FOR DETAILS.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAMION M. BAILEY / CONTRACTING/GRANTS OFFICER TEL: (407) 208-5052 EMAIL: damion.m.bailey.civ@mail.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 28-Mar-2018		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00024

This document constitutes modification P00024 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLINs 000216 and 000217 in the amount of \$100,000.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) Extend the performance end date for CLIN 0002 from the current end date of 23 April 2018 to the new end date of 30 September 2018.
- 4) The total amount and value of the cooperative agreement has increased by \$100,000.00 from \$3,437,302.79 to \$3,537,302.79.
- 5) All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00024

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$2,002,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,537,302.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BH

- (1) Appropriation No.: 02120182019204000006626222550040494917R.0026527.01.621.2 6100.9000021001
- (2) Requisition No.: GFEB001116224600001
- (3) Amount: \$70,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000216
- (7) Cost Code: A60FJ

ACRN: BK

- (1) Appropriation No.: 02120182019204000006626222550040494918R.0026530.08.600.2 6100.9000021001
- (2) Requisition No.: GFEB001116666400001
- (3) Amount: \$30,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000217
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$2,002,868.00. The Program Plan total funding amount is \$3,537,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

P00023

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$100,000.00 from \$3,437,302.79 to \$3,537,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$100,000.00 from \$1,902,868.00 to \$2,002,868.00.
The total cost of this line item has increased by \$100,000.00 from \$1,902,868.00 to \$2,002,868.00.

SUBCLIN 000216 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000216					\$0.00
	Funding_COST				
	PURCHASE REQUEST NUMBER: 0011162246				
				ESTIMATED COST	\$0.00
	ACRN BH				\$70,000.00
	CIN: GFES00111622460001				

SUBCLIN 000217 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000217					\$0.00
	Funding_COST				
	PURCHASE REQUEST NUMBER: 0011166664				
				ESTIMATED COST	\$0.00
	ACRN BK				\$30,000.00
	CIN: GFES00111666640001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000216:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000217:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following have been added by full text:

INSPECTION/ACCEPTANCE TERMS

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 24-APR-2017 TO 23-APR-2018	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 24-APR-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	

The following have been added by full text:

DELIVERY INFORMATION

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$100,000.00 from \$3,437,302.79 to \$3,537,302.79.

SUBCLIN 000216:

Funding on SUBCLIN 000216 is initiated as follows:

ACRN: BH

CIN: GFEBS001116224600001

Acctng Data: 02120182019204000006626222550040494917R.0026527.01.621.2 6100.9000021001

Increase: \$70,000.00

Total: \$70,000.00

Cost Code: A60FJ

SUBCLIN 000217:

Funding on SUBCLIN 000217 is initiated as follows:

ACRN: BK

CIN: GFEBS001116666400001

Acctng Data: 02120182019204000006626222550040494918R.0026530.08.600.2 6100.9000021001


Increase: \$30,000.00

Total: \$30,000.00

Cost Code: A60FJ

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE 25-Apr-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable) 1 4	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104	CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey182308 OBLIGATION AMOUNT: \$25,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 26-Apr-2018	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00025

This document constitutes modification P00025 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLIN 000218 in the amount of \$25,000.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total amount and value of the cooperative agreement has increased by \$25,000.00 from \$3,537,302.79 to \$3,562,302.79.
- 4) All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training ("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00025

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$2,027,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,562,302.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BJ

(1) Appropriation No.: 02120182019204000006626222550040494915R.0026530.04.611.2 6100.9000021001

(2) Requisition No.: GFEB001116901400001

(3) Amount: \$25,000.00

(4) Applicable APP: 2nd Year APP

(5) Applicable CLIN: 0002

(6) Applicable SLIN: 000218

(7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$2,027,868.00. The Program Plan total funding amount is \$3,562,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$25,000.00 from \$3,537,302.79 to \$3,562,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$25,000.00 from \$2,002,868.00 to \$2,027,868.00.

The total cost of this line item has increased by \$25,000.00 from \$2,002,868.00 to \$2,027,868.00.

SUBCLIN 000218 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000218	Funding_COST PURCHASE REQUEST NUMBER: 0011169014				\$0.00
	ACRN BJ CIN: GFEB001116901400001			ESTIMATED COST	\$0.00 \$25,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000218:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$25,000.00 from \$3,537,302.79 to \$3,562,302.79.

SUBCLIN 000218:

Funding on SUBCLIN 000218 is initiated as follows:

ACRN: BJ

CIN: GFEB001116901400001

Acctng Data: 02120182019204000006626222550040494915R.0026530.04.611.2 6100.9000021001

Increase: \$25,000.00

Total: \$25,000.00

Cost Code: A60FJ

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00026		3. EFFECTIVE DATE 15-Jun-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274		CODE W911NF	5. PROJECT NO. (If applicable) N66020	
7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104			CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey182572 OBLIGATION AMOUNT: \$195,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 15-Jun-2018

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00026

This document constitutes modification P00026 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLINs 000219 in the amount of \$15,000.00 and 000220 in the amount of \$180,000.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total amount and value of the cooperative agreement has increased by \$195,000.00 from \$3,562,302.79 to \$3,757,302.79.
- 4) All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training ("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S. Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00026

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$2,222,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$3,757,302.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BF

- (1) Appropriation No.: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001
- (2) Requisition No.: GFEB001118789600001
- (3) Amount: \$15,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000219
- (7) Cost Code: A60FJ

ACRN: BJ

- (1) Appropriation No.: 02120182019204000006626222550040494915R.0026530.04.611.2 6100.9000021001
- (2) Requisition No.: GFEB001119075300001
- (3) Amount: \$180,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000220
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$2,222,868.00. The Program Plan total funding amount is \$3,757,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$195,000.00 from \$3,562,302.79 to \$3,757,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$195,000.00 from \$2,027,868.00 to \$2,222,868.00.
 The total cost of this line item has increased by \$195,000.00 from \$2,027,868.00 to \$2,222,868.00.

SUBCLIN 000219 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000219	Funding_COST PURCHASE REQUEST NUMBER: 0011187896-0001				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BF CIN: GFEB001118789600001				\$15,000.00

SUBCLIN 000220 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000220	Funding_COST PURCHASE REQUEST NUMBER: 0011190753-0001				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BJ CIN: GFEB001119075300001				\$180,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000219:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000220:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$195,000.00 from \$3,562,302.79 to \$3,757,302.79.

SUBCLIN 000219:

Funding on SUBCLIN 000219 is initiated as follows:

ACRN: BF

CIN: GFEBS001118789600001

Acctng Data: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001

Increase: \$15,000.00

Total: \$15,000.00

Cost Code: A60FJ

SUBCLIN 000220:

Funding on SUBCLIN 000220 is initiated as follows:

ACRN: BJ

CIN: GFEBS001119075300001

Acctng Data: 02120182019204000006626222550040494915R.0026530.04.611.2 6100.9000021001

Increase: \$180,000.00

Total: \$180,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00027	3. EFFECTIVE DATE 26-Jun-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey183164 OBLIGATION AMOUNT: \$304,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 26-Jun-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00027

This document constitutes modification P00027 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLINs 000221 in the amount of \$120,000.00 and 000222 in the amount of \$85,000.00, 000223 in the amount of \$35,000.00 and 000224 in the amount of \$64,000.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total amount and value of the cooperative agreement has increased by \$304,000.00 from \$3,757,302.79 to \$4,061,302.79.
- 4) All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00027

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$2,526,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$4,061,302.79
 Authority: 10 U.S.C. 2358
 Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BL

- (1) Appropriation No.: 02120182019204000006636332550040494919R.0026529.01.631.2 6100.9000021001
 (2) Requisition No.: GFEBS001120596800001
 (3) Amount: \$120,000.00
 (4) Applicable APP: 2nd Year APP
 (5) Applicable CLIN: 0002
 (6) Applicable SLIN: 000221
 (7) Cost Code: A60FJ

ACRN: BF

- (1) Appropriation No.: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001
 (2) Requisition No.: GFEBS001120431200001
 (3) Amount: \$85,000.00
 (4) Applicable APP: 2nd Year APP
 (5) Applicable CLIN: 0002
 (6) Applicable SLIN: 000222
 (7) Cost Code: A60FJ

ACRN: BM

- (1) Appropriation No.: 02120182019204000006626222550040494915R.0026530.67.611.2 6100.9000021001
 (2) Requisition No.: GFEBS001120808500001
 (3) Amount: \$35,000.00
 (4) Applicable APP: 2nd Year APP
 (5) Applicable CLIN: 0002
 (6) Applicable SLIN: 000223
 (7) Cost Code: A60FJ

ACRN: BL

- (1) Appropriation No.: 02120182019204000006636332550040494919R.0026529.01.631.2 6100.9000021001
 (2) Requisition No.: GFEBS001120808500002
 (3) Amount: \$64,000.00
 (4) Applicable APP: 2nd Year APP
 (5) Applicable CLIN: 0002
 (6) Applicable SLIN: 000224
 (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$2,427,868.00. The Program Plan total

funding amount is \$4,061,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

The following have been deleted:

P00026

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$304,000.00 from \$3,757,302.79 to \$4,061,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$304,000.00 from \$2,222,868.00 to \$2,526,868.00.

The total cost of this line item has increased by \$304,000.00 from \$2,222,868.00 to \$2,526,868.00.

SUBCLIN 000221 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000221	Funding_COST PURCHASE REQUEST NUMBER: 0011205968				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BL CIN: GFES001120596800001				\$120,000.00

SUBCLIN 000222 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000222	Funding_COST PURCHASE REQUEST NUMBER: 0011204312				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BF CIN: GFES001120431200001				\$85,000.00

SUBCLIN 000223 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000223					\$0.00
	Funding_COST				
	PURCHASE REQUEST NUMBER: 0011208085				
				ESTIMATED COST	\$0.00
	ACRN BM				\$35,000.00
	CIN: GFEB001120808500001				

SUBCLIN 000224 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000224					\$0.00
	Funding_COST				
	PURCHASE REQUEST NUMBER: 0011208085				
				ESTIMATED COST	\$0.00
	ACRN BL				\$64,000.00
	CIN: GFEB001120808500002				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000221:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000222:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000223:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000224:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$304,000.00 from \$3,757,302.79 to \$4,061,302.79.

SUBCLIN 000221:

Funding on SUBCLIN 000221 is initiated as follows:

ACRN: BL

CIN: GFEBS001120596800001

Acctng Data: 02120182019204000006636332550040494919R.0026529.01.631.2 6100.9000021001

Increase: \$120,000.00

Total: \$120,000.00

Cost Code: A60FJ

SUBCLIN 000222:

Funding on SUBCLIN 000222 is initiated as follows:

ACRN: BF

CIN: GFEBS001120431200001

Acctng Data: 02120182019204000006626222550040494919R.0026530.03.631.2 6100.9000021001

Increase: \$85,000.00

Total: \$85,000.00

Cost Code: A60FJ

SUBCLIN 000223:

Funding on SUBCLIN 000223 is initiated as follows:

ACRN: BM

CIN: GFEBS001120808500001

Acctng Data: 02120182019204000006626222550040494915R.0026530.67.611.2 6100.9000021001

Increase: \$35,000.00

Total: \$35,000.00

Cost Code: A60FJ

SUBCLIN 000224:

Funding on SUBCLIN 000224 is initiated as follows:

ACRN: BL

CIN: GFEBS001120808500002

Acctng Data: 02120182019204000006636332550040494919R.0026529.01.631.2 6100.9000021001


Increase: \$64,000.00

Total: \$64,000.00

Cost Code: A60FJ

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00028		3. EFFECTIVE DATE 01-Aug-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			5. PROJECT NO. (If applicable) N66020	
9A. AMENDMENT OF SOLICITATION NO.			9B. DATED (SEE ITEM 11)	
CODE 9H673			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
FACILITY CODE			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey183661 OBLIGATION AMOUNT: \$423,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
			16C. DATE SIGNED 02-Aug-2018	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00028

This document constitutes modification P00028 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLINs 000225 in the amount of \$223,000.00 and 000226 in the amount of \$200,000.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total amount and value of the cooperative agreement has increased by \$423,000.00 from \$4,061,302.79 to \$4,484,302.79.
- 4) All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00028

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$2,949,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$4,484,302.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BN

- (1) Appropriation No.: 02120182019204000006626222550040494919R.0030525.6311.1 6100.9000021001
- (2) Requisition No.: GFEBS001122140800001
- (3) Amount: \$223,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000225
- (7) Cost Code: A60FJ

ACRN: BP

- (1) Appropriation No.: 02120182019204000006626222550040494919R.0030525.6311.1 6100.9000021001
- (2) Requisition No.: GFEBS001122140800002
- (3) Amount: \$200,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000226
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$2,949,868.00. The Program Plan total funding amount is \$4,484,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$423,000.00 from \$4,061,302.79 to \$4,484,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$423,000.00 from \$2,526,868.00 to \$2,949,868.00.
The total cost of this line item has increased by \$423,000.00 from \$2,526,868.00 to \$2,949,868.00.

SUBCLIN 000225 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000225	Funding_COST PURCHASE REQUEST NUMBER: 0011221408				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BN CIN: GFEB001122140800001				\$223,000.00

SUBCLIN 000226 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000226	Funding_COST PURCHASE REQUEST NUMBER: 0011221408				\$0.00
				ESTIMATED COST	\$0.00
	ACRN BP CIN: GFEB001122140800002				\$200,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000225:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000226:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$423,000.00 from \$4,061,302.79 to \$4,484,302.79.

SUBCLIN 000225:

Funding on SUBCLIN 000225 is initiated as follows:

ACRN: BN

CIN: GFEBS001122140800001

Acctng Data: 02120182019204000006626222550040494919R.0030525.631.1 6100.9000021001

Increase: \$223,000.00

Total: \$223,000.00

Cost Code: A60FJ

SUBCLIN 000226:

Funding on SUBCLIN 000226 is initiated as follows:

ACRN: BP

CIN: GFEBS001122140800002

Acctng Data: 02120182019204000006626222550040494919R.0030525.6311.1 6100.9000021001


Increase: \$200,000.00

Total: \$200,000.00

Cost Code: A60FJ

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00029		3. EFFECTIVE DATE 21-Sep-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274		CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003		
				X 10B. DATED (SEE ITEM 13) 03-Jun-2015		
CODE 9H673		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) 10 USC 2358						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey184259 OBLIGATION AMOUNT: \$0.00 SEE CONTINUATION PAGE FOR DETAILS.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 21-Sep-2018	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00029

This document constitutes modification P00029 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

Extend the period of performance (POP) for CLIN 0002, Option 1 for an additional 6 months. The POP is extended from 30 September 2018 to 30 March 2019.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 24-APR-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 07-APR-2017 TO 30-MAR-2019	N/A	N/A FOB: Destination	

(End of Summary of Changes)

Board of Trustees Meeting - New Business

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE 19-Dec-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable) 1 4	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104	CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X 10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2358				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey19852 OBLIGATION AMOUNT: \$250,000.00 SEE CONTINUATION PAGE FOR DETAILS.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 19-Dec-2018	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00030

This document constitutes modification P00030 to cooperative agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

- 1) Incrementally fund CLIN 0002 via the newly created SLIN 000227 in the amount of \$250,000.00.
- 2) Update "Article 5 Fiscal Management," to reflect the current incremental funding amount.
- 3) The total amount and value of the cooperative agreement has increased by \$250,000.00 from \$4,484,302.79 to \$4,734,302.79.
- 4) All other terms and conditions remained unchanged and in full force and effect.

The following changes are hereby incorporated:

COOPERATIVE AGREEMENT

BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00030

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (if exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79 and CLIN 0002 is hereby established in the amount of \$3,199,868.00. CLIN 0001 and 0002 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$4,734,302.79
Authority: 10 U.S.C. 2358
Catalog of Federal Domestic Assistance (CDFA) number: 12.431

Accounting and Appropriation Data:

ACRN: BQ

- (1) Appropriation No.: 02120192020204000006626222550040494919R.0031330.792.621.2 6100.9000021001
- (2) Requisition No.: GFEB001128693500001
- (3) Amount: \$250,000.00
- (4) Applicable APP: 2nd Year APP
- (5) Applicable CLIN: 0002
- (6) Applicable SLIN: 000227
- (7) Cost Code: A60FJ

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$8,500,600.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79 and Year 2, is \$3,199,868.00. The Program Plan total funding amount is \$4,734,302.79, of the total estimated value of \$8,500,600.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$250,000.00 from \$4,484,302.79 to \$4,734,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by \$250,000.00 from \$2,949,868.00 to \$3,199,868.00.
The total cost of this line item has increased by \$250,000.00 from \$2,949,868.00 to \$3,199,868.00.

SUBCLIN 000227 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000227	Funding_COST PURCHASE REQUEST NUMBER: 0011286935				\$0.00
	ACRN BQ CIN: GFEBS001128693500001			ESTIMATED COST	\$0.00 \$250,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000227:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$250,000.00 from \$4,484,302.79 to \$4,734,302.79.

SUBCLIN 000227:

Funding on SUBCLIN 000227 is initiated as follows:

ACRN: BQ

CIN: GFEBS001128693500001


Acctng Data: 02120192020204000006626222550040494919R.0031330.792.621.2 6100.9000021001

Increase: \$250,000.00

Total: \$250,000.00

Cost Code: A60FJ

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00031	3. EFFECTIVE DATE 14-Feb-2019	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104	CODE N66020		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 USC 2358					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey191476 OBLIGATION AMOUNT: \$0.00 SEE CONTINUATION PAGE FOR DETAILS.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRIANN L. SOLOMON / CONTRACTING OFFICER TEL: (407) 384-3610 EMAIL: briann.l.solomon.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 14-Feb-2019	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00031

This document constitutes Modification P00031 to Cooperative Agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this modification is to do the following:

Extend the Period of Performance (POP) for CLIN 0002, Option 1, for a total of 6 months. The POP is extended from 30 March 2019 to 06 September 2019.

SECTION F - DELIVERIES OR PERFORMANCE


The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 07-APR-2017 TO 30-MAR-2019	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 07-APR-2017 TO 06-SEP-2019	N/A	N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00032	3. EFFECTIVE DATE 13-Mar-2019	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274	CODE W911NF	7. ADMINISTERED BY (If other than item 6) ONRRO ATLANTA 100 ALABAMA STREET, NW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF CENTRAL FLORIDA BOARD OF T U C F 4000 CNTRL FLORIDA BLVD ORLANDO FL 32816-8005			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911NF-15-2-0003	
			X	10B. DATED (SEE ITEM 13) 03-Jun-2015	
CODE 9H673	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 10 U.S.C. 2358					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw oolsey191701 MODIFICATION OBLIGATION AMOUNT: \$126,000.00 SEE CONTINUATION PAGE FOR DETAILS.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAMION M. BAILEY / CONTRACTING/GRANTS OFFICER TEL: (407) 208-5052 EMAIL: damion.m.bailey.civ@mail.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 13-Mar-2019		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00032

This document constitutes Modification P00032 to Cooperative Agreement W911NF-15-2-0003, University of Central Florida.

The purpose of this unilateral modification is to (a) exercise Option 02 (Year 03), add Annual Program Plan Year 03 to "ATTACHMENT 5 Annual Program Plan and Budget," and incorporate the work as CLIN 0003 with a period of performance of 13 MAR 2019 thru 12 MAR 2020; (b) add funding to CLIN 0003, in the amount of \$126,000.00, via SLIN 000301; and (c) update "ARTICLE 5 Fiscal Management" to reflect the current amount of funding. As a result of this modification, the total value and funded amount for this cooperative agreement is increased by \$126,000.00 from \$4,734,302.79 to \$4,860,302.79.

Therefore, the following changes are hereby incorporated:

COOPERATIVE AGREEMENT
BETWEEN

The University of Central Florida Board of Trustees for the benefit of the Institute for Simulation and Training
("UCF" or "Recipient")

AND

U.S. Army Contracting Command-Aberdeen Proving Ground Research Triangle Park Division on behalf of U.S.
Army Research Laboratory (ARL)

CONCERNING

Solider Perception Laboratory for Force 2025 Innovation

Agreement No.: W911NF-15-2-0003-P00032

Total Estimated Amount of the Basic Agreement: \$4,175,627.00

Total Estimated Government Funding of the Basic Agreement: \$1,534,434.79

Total Estimated Amount of Option 1 (exercised): \$4,324,973.00

Total Estimated Amount of Option 2 (exercised): \$4,436,146.00

Total Estimated Amount of Option 3 (if exercised): \$4,580,853.00

Total Estimated Amount of Option 4 (if exercised): \$4,717,460.00

Total Estimated Amount of Government Funding if Base and all Options are exercised: \$22,235,059.00

CLIN 0001 is hereby established in the amount of \$1,534,434.79, CLIN 0002 is hereby established in the amount of \$3,199,868.00 and CLIN 0003 is hereby established in the amount of \$126,000.00. CLIN 0001, 0002 and 0003 is funded as set forth below. Additional CLINs will be established, subject to the availability of funds, up to the Total Estimated Amount of the Agreement set forth above.

Government Funds Obligated: \$4,860,302.79

Authority: 10 U.S.C. 2358
 Catalog of Federal Domestic Assistance (CFDA) number: 12.431

Accounting and Appropriation Data:

ACRN: BR

- (1) Appropriation No.: 02120192020204000006636332550040481142R.0033575.153.631.2 6100.9000021001
- (2) Requisition No.: GFEB001131439700001
- (3) Amount: \$126,000.00
- (4) Applicable APP: 3rd Year APP
- (5) Applicable CLIN: 0003
- (6) Applicable SLIN: 000301
- (7) Cost Code: A60FH

ARTICLE 5 Fiscal Management

5.1.2 Obligation. In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The total Government funding amount estimated for performance of this Agreement is \$12,936,746.00, subject to the availability of funds. The amount of Government funds allotted and available for payment in the Year 1, is \$1,534,434.79, Year 2, is \$3,199,868.00 and Year 3, is \$126,000.00. The Program Plan total funding amount is \$4,860,302.79, of the total estimated value of \$12,936,746.00. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government under this Agreement.

ATTACHMENT 5 Annual Program Plan and Budget

Annual Program Plan Year 3

Task 1 - Identify and investigate research objectives in coordination with the CCDC-STTC for V-C-G-AR thrusts for Force 2025 ATEMS vision.

TRADOC and PEO STRI manage thousands and thousands of T&E devices that range from live, virtual, constructive and gaming and spend billions of dollars annually fielding and sustaining those devices. The CCDC-STTC will continue to work jointly with UCF-IST to conduct an analysis and then look at fielding trends, budget trends and analyze the past and future paths that the Army is on with T&E. This analysis will lead to a Front End Analysis (FEA) that will look at research objectives for V-C-G-AR that can have a high impact if properly employed by the Army. These gaps produced by the FEA may be in different forms such as: stand-alone systems, linked systems, embedded systems, simulators, simulations, mobile technology, game based learning, video technology, or distributed simulations.

The FEA will identify research objectives that may lead to T&E solutions or infusion into current program or records (PoRs). These technologies must have low overhead requiring less external support, be simple to use and easy to maintain. UCF-IST will conduct the FEA with literature searches, conduct an industry capability analysis and provide recommendations on future research areas for the SPL.

UCF-IST Plan:

- a. UCF-IST will advise on the ability to add complexity to research objectives in order to make the resultant research areas physically and intellectually challenging to meet the requirements of physical, mental and emotional engagements to meet the ATEMS vision. These challenges will add to the complexity to the SPL which will allow for novel approaches for T&E theories not typically found with stand-alone T&E. Added complexity may include; irregular forces, criminals, terrorism coalition partners, hybrid mixtures, nongovernmental organizations and other areas that can add complexity to our T&E that are typically not added to our individual, small team and collective training devices. This CRA will identify V-C-G-AR

- challenges to empirically determine the viability of these additions which may be effectively used in the SPL.
- b. Occasionally the FEA may lead to develop early prototypes that replicate the Operational Environment (OE). UCF-IST will collaboratively assess the effectiveness of these technologies that are jointly agreed upon, and devise strategies to incorporate into the SPL.
 - c. One example UCF-IST intends to investigate in the first six months are distribution strategies to point of need. UCF-IST will research ways to leverage mobile and cloud computing and other relevant emerging technologies that can transform the way the research community accesses T&E.
 - d. UCF-IST will build on research objectives that identifies persistent access and synchronization to content. Research objectives will focus on how T&E will be accessed, leverage the scientific theories on engaging content, and the research into the ability to reduce the number of training environments, overhead, and infrastructure involved in T&E.
 - e. This first year of the CRA UCF-IST will investigate these emerging technologies, intelligent tutoring, synthetic environments, cloud computing, augmented reality, virtual human puppeteering, and virtual prototyping and develop the theoretical underpinnings that can eventually support acquisition decisions. This theoretical foundation is critical for the research community as a whole to provide suggestions on how T&E is acquired in the future.

CCDC-STTC Plan

- a. CCDC-STTC will collaborate on the FEA.
- b. CCDC-STTC will identify strategic
- c. CCDC-STTC research objectives and approved the research objectives.
- d. CCDC-STTC will assist UCF-IST in determining the appropriate sources of information for background literature searches and reviews.
- e. CCDC-STTC will review and comment on all V-C-G-AR reviews and data.
- f. CCDC-STTC will aid in organizing and disseminating the reviews for organizational buy-in.
- g. CCDC-STTC will be day to day active members in the SPL and on the development of the scientific underpinnings of the Test-Bed.
- h. CCDC-STTC will collaborate with the design, development and integration.
- i. CCDC-STTC will review all technical reports.

Task 2 – Develop a Design Specification for the SPL.

In collaboration with the Government UCF-IST will develop a design specification for the SPL which will be based on a device agnostic architecture with clearly defined protocols and standards that will allow interoperability to support multiple V-C-G-AR emerging technologies for T&E. The SPL will provide for an agnostic environment so that the products can be played on multiple types of devices and systems. Included will be facilitates content, validation and assessment of content and effectiveness. As an example, the virtual humans (as shown in Figure 1) designed for the SPL architecture will have a cognitive architecture capable of supporting a natural language processing capability that enables virtual human entities to interact autonomously with, humans, and other computer generated forces in the virtual, gaming and distance/distributed learning environments.

This design specification will provide the ability to understand, reason and make assumptions about the environments supporting virtual, gaming and distance/distributed learning training applications. Over the five year CRA population of larger-scale simulations will expand so that the range of on-demand, interactive training opportunities will reduce the human overhead support. The SPL Design Architecture will be a cloud-based architecture that enables seamless development and distribution of T&E. Developing a SPL design specification will showcase how a single, non-federated synthetic environment integrated with V-C-G-AR training technologies can be measured and planned for future TE.

UCF-IST Plan:

UCF-IST in conjunction with CCDC-STTC will design experiments and protocols based upon the results from Task 1 and 2. The intent of this area of research is to develop defensible metrics that support the planning and programming of future acquisition decisions. The Army has established a list of the most prioritized promising T&E related S&T technologies. Many of these are untested. TRADOC and PEO STRI are interested in results that

can verify future investments. This task will support the next year Annual Program Plan for experimentation, exercises, field testing and demonstrations is the CRA body of research concerned with the area of defensible measures and metrics.

- a. UCF-IST will work with CCDC-STTC to develop the necessary requirements for experiment execution of these metrics. This may include working in the SPL, on-site at contractor's facilities, other academia institutions, or field testing to conduct the experimentation.
- b. UCF-IST will formally document the results of literature reviews.
- c. UCF-IST will submit review to CCDC for review and comment/approval.
- d. UCF-IST will disseminate the results in the appropriate forums as identified with CCDC-STTC.

CCDC-STTC Plan

- a. CCDC-STTC will aid in organizing and disseminating the reviews for organizational buy-in.
- b. CCDC-STTC will review the experimental design.
- c. CCDC-STTC will collaborate on individual and joint publications.
- d. CCDC-STTC will identify the specific research goals and objectives for the given system under study.
- e. CCDC-STTC will assist UCF-IST in determining the appropriate sources of information for background literature review.
- f. CCDC-STTC will review and comment on UCF-IST literature reviews.
- g. CCDC-STTC will review the experimental design.
- h. CCDC-STTC will assist UCF-IST in determining the appropriate outlets for disseminating results.
- i. CCDC-STTC will aid in review of publications for public release.

Year 3 Budget

Labor	\$2,321,104
Fringe Benefit	\$547,682
Total Direct Labor:	\$2,868,786
Other Direct Cost:	
Travel	\$58,881
Misc. Materials & Supplies	\$32,436
Tuition Remission	\$97,810
Equipment	\$16,586
Other Direct Cost:	\$205,713
Indirect Cost (F&A)	\$1,361,647
Total Cost:	\$4,436,146

The following have been deleted:

P00027

P00028

P00029

P00030

P00031

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$126,000.00 from \$4,734,302.79 to \$4,860,302.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Job	\$1.00	\$126,000.00
EXERCISED OPTION	Option 2_COST FOB: Destination PSC CD: AJ41				
				ESTIMATED COST	\$126,000.00

SUBCLIN 000301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					\$0.00
	Funding_COST PURCHASE REQUEST NUMBER: 0011314397				
				ESTIMATED COST	\$0.00
	ACRN BR CIN: GFEB001131439700001				\$126,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following have been deleted:

INSPECTION/ACCEPTANCE TERMS

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0003 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 13-MAR-2019 TO 12-MAR-2020	N/A	US ARMY RESEARCH LABORATORY - ORLANDO DR. IRWIN HUDSON 12423 RESEARCH PARKWAY ORLANDO FL 32826-3274 (407) 384-5544 FOB: Destination	W90F5X

The following have been deleted:

DELIVERY INFORMATION

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$126,000.00 from \$4,734,302.79 to \$4,860,302.79.

SUBCLIN 000301:

Funding on SUBCLIN 000301 is initiated as follows:

ACRN: BR

CIN: GFEB001131439700001

Acctng Data: 02120192020204000006636332550040481142R.0033575.153.631.2 6100.9000021001

Increase: \$126,000.00

Total: \$126,000.00

Cost Code: A60FH

The following have been deleted:

ACCOUNTING DATA

(End of Summary of Changes)

UCF BOARD OF TRUSTEES
May 16, 2019

Title: Lockheed College Work Experience Program Contract Amendments

Background:

UCF and Lockheed executed the current College Work Program Blanket Contract (CWEP Contract) January 1, 2017, with a term ending December 31, 2021. Under the CWEP Contract, Lockheed funded \$5,000,000 to UCF in 2017, and \$5,000,000 in 2018.

An amendment to Lockheed Purchase Order #4102886387 was issued February 11, 2019, to provide an additional \$8,500,000, for a total funded value of \$18,500,000, and with a total anticipated value for the CWEP Contract \$28,500,000. Another amendment was issued February 12, 2019, to update certain text, and another amendment was issued March 1, 2019, to remove certain text.

Issues to be Considered:

(1) CWEP Program

- CWEP provides an opportunity for undergraduate and graduate students to gain real-world work experience relevant to their academic and career goals while maintaining full-time enrollment with UCF.
- Funding provides UCF students with a year-round paid opportunity with training experience on the cutting edge of technology.
- CWEP Facts:
 - Established by Martin Marietta in 1981
 - Over 3,000 student headcount since 2003
 - Over 700 students participated in 2018
 - Over \$93 million funded since 1988
- UCF Stakeholders:
 - SDES and Career Services
 - College of Engineering and Computer Science
 - Office of Research
 - Finance and Accounting
- CWEP Impact:
 - Lockheed Martin hires more graduates from UCF than any other university
 - UCF First Destination Survey (FDS) data says:
 - Lockheed Martin is the #1 employer for UCF College of Engineering and Computer Science and College of Business grads
 - Lockheed Martin is the # 4 employer for all UCF majors

**CWEP History prepared by Mark Greenwood, Program Manager, UCF Career Services*

(2) CWEP Contract

- CWEP student participants (“Students”) are UCF employees, with attendant employer-employee risks including Workers’ Compensation and General Liability risks.
- Lockheed Martin owns all Student’s intellectual property with no UCF license.
- Students are assigned to work at Lockheed Martin Missiles and Fire Control facilities, with all/some directly charging work time to a U.S. Government contract.

- UCF CWEP Contract obligations include Students' compliance matters, such as:
 - Prohibiting Students from bringing any software to Lockheed Martin facilities
 - Performing drug screening and background checks
 - Obtaining required security clearances
 - Complying with Lockheed Martin Supplier Code of Conduct
 - Complying with export control laws and regulations
 - Complying with Lockheed Martin premises rules and restrictions
 - Complying with confidentiality obligations
- CWEP Contract may be terminated for convenience

Alternatives to Decision:

Approve execution of Lockheed Purchase Order #4102886387 Amendment Numbers 2, 3, and 4 *or*

Reject execution of Lockheed Purchase Order #4102886387 Amendment Number 2, 3, and 4.

Fiscal Impact and Source of Funding:

Approval: UCF receives \$8,500,000 funding from Lockheed for the CWEP program.

Recommended Action:

Approve Lockheed Purchase Order #4102886387 Amendment Numbers 2, 3, and 4.

Authority for Board of Trustees Action:

Board of Governors' Regulation 1.01

Board of Governors' Sponsored Research Regulation 10.002

Committee Chair or Chairman of the Board approval:

Approved by Chair Alex Martins.

Submitted by:

Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

Supporting Documentation:

Attachment A: Purchase Order #4102886387 Amendment Number 4

Attachment B: Purchase Order #4102886387 Amendment Number 3

Attachment C: Purchase Order #4102886387 Amendment Number 2

Attachment D: Purchase Order #4102886387 Amendment Number 1

Attachment E: College CWEP Program Blanket Contract

Facilitators/Presenters:

Sandra Sovinski, Deputy General Counsel for Research



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

Missiles & Fire Control

Document Type: Contract Labor
Status: In Process

Buyer:

Missiles & Fire Control
L001
1701 West Marshall Drive
GRAND PRAIRIE TX 75051-2704
USA

Seller:

Vendor ID: LM0019962
THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
12201 RES PKWY STE 501
ORLANDO FL 32826
USA

Order Contact: Rochelle Rose
Buyer ID: SSQ
Phone: 407/356-3194
FAX:
E-mail: rochelle.rose@lmco.com

Bill To:

Seller shall use Vendor Invoice Processor (VIP). See below for additional info.

Ship To:

CAUTION: This PO may contain multiple items with differing ship-to addresses. See individual items for shipping addresses and instructions.

Terms of Sale:

Pay immediately without deduction

Total Purchase Order Value

18,500,000.00 USD

This transmittal is signed electronically by the procurement representative or buyer identified; Upon acknowledgement by seller, this transmittal is signed electronically by Seller authorized representative; written signature not required if signed electronically.

Lockheed Martin
Authorized Procurement Representative
Electronically signed by:

Accepted By:
Seller Authorized Representative
Electronically signed by:

Rochelle Rose **Date:** 03/01/2019

Date:



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

Notes

This Purchase Order and attachment(s), if any, are being transmitted electronically and executed by electronic signature in lieu of a hard copy Purchase Order/release and is the only document that the Seller will receive. By receipt and acknowledgment of this Purchase Order, or by performance, Seller agrees that this electronic Purchase Order shall have the same force and effect as if executed and sent in hard copy. Both parties agree that the validity of this Purchase Order shall not be contested on the basis that this Purchase Order contains an electronic signature. Seller certifies that those representations and certifications contained in the referenced terms and conditions are current and accurate.

Except as hereby amended by this amendment, all terms and conditions of this purchase order including previous amendments, if any, remain in effect and are applicable to this amendment. The total amount shown on this document reflects the value of the entire purchase order, not just the elements changed by this amendment.

Ethics Statement:

Lockheed Martin values relationships that are grounded in a shared commitment to performing in accordance with the highest standards of professional business conduct and encourages all suppliers to implement an effective ethics program, including adopting a written code of conduct. In performance of this Contract, both parties are expected to conduct themselves in a manner consistent with the principles expressed in either the Lockheed Martin's Supplier Code of Conduct, available at <http://www.lockheedmartin.com/us/suppliers/ethics.html>, or the Defense Industry Initiative Model Supplier Code of Conduct available at <https://www.dii.org/featured-tools>. Should you have any questions, wish to use our training materials, or observe conduct contrary to the principles set forth in the Codes referred to above, please do not hesitate to call the Lockheed Martin ethics helpline at 1-800-LM-ETHIC (1-800-563-8442).

Lockheed Martin's Commitment to Sustainability:

Sustainability is a key element of our business model for innovation and growth. It allows us to operate efficiently and exceed customer needs, which are important aspects of our long-term business planning. Sustainable thinking permeates wide-ranging strategies in areas such as technology research and development, talent management, facilities operations and supply chain management.

Lockheed Martin has established a sustainability strategy that integrates environmental, social and governance stewardship into all aspects of our business. Suppliers are key to our ability to achieve success in sustainability. To learn how you can partner with us to drive responsible growth and maintain high standards please visit our Sustainable Supply Chain Management website at <http://www.lockheedmartin.com/us/suppliers/sustainable-supply-chain.html>

We also invite you to review our Sustainability Report at <http://www.lockheedmartin.com/sustainability> to learn more about Lockheed Martin's objectives.

Suggestions or questions regarding our sustainability strategy can be sent to <mailto:sustainability.lm@lmco.com>.



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

Bill To Statement:

Seller will implement and utilize Lockheed Martin's Vendor Invoice Processor (VIP) invoicing system. This is a web-based system that is accessible through the internet. Lockheed Martin will provide each Seller employee with VIP access and VIP role in order to enter their billable hours, non-labor invoicing and appropriate charge number directly into VIP. Seller has a responsibility to maintain an accurate Exostar Vendor Master profile. Seller will grant LM Procure to Pay (LM P2P) access under Exostar's Managed Access Gateway for each user requiring access to VIP. Lockheed Martin will then provide each Seller employee with access to VIP and create their VIP role so they can enter their billable time into VIP weekly. Seller shall submit their information according to the deadlines provided by the responsible Lockheed Martin buyer in order to be processed in the weekly payment run. Seller may delegate the responsibility to enter VIP information to a backup "data entry" employee to ensure information is submitted in time for weekly processing as the electronic VIP invoice used by Lockheed Martin to pay the Seller for services rendered. Seller shall also invoice non-labor cost and supporting documentation through the VIP system. In utilizing the VIP system, Seller's employees (biller, data entry, and approver) attest that the work effort recorded is accurate and complete.

All invoicing for this purchase order will be completed using the Vendor Invoice Processor (VIP) system. Seller is responsible for the accuracy of all information entered into the VIP system by their employees, and Seller shall regularly reconcile the contract-to-date billing through VIP to Seller's government approved accounting/billing system. Any adjustments/corrections shall be promptly corrected within VIP and submitted for processing.

PO Header Text:

Header text:

LOCKHEED MARTIN MISSILES AND FIRE CONTROL IS AWARDING THIS PURCHASE ORDER 4102886387 TO UNIVERSITY OF CENTRAL FLORIDA IN SUPPORT OF THE COLLEGE WORK EXPERIENCE PROGRAM (CWEP).

THE ANTICIPATED VALUE OF THIS PURCHASE ORDER IS \$25,000,000.00 OVER A FIVE YEAR PERIOD INCLUDING OPTIONS. FUNDING IS CURRENTLY LIMITED TO \$18,500,000.00. SELLER IS NOT AUTHORIZED TO EXPEND MONEY OR INCUR OBLIGATIONS IN EXCESS OF \$18,500,000.00 WHICH IS THE MAXIMUM LIABILITY OF LMMFC UNDER THIS PURCHASE ORDER.

LOCKHEED MARTIN RESERVES THE UNILATERAL RIGHT TO EXERCISE THE OPTIONS IDENTIFIED HEREIN AT THE PRICE STATED FOR EACH OF THE OPTIONS. LOCKHEED MARTIN SHALL EXERCISE THESE OPTIONS BY WRITTEN NOTICE TO SELLER AT ANY TIME UP TO THE OPTION EXPIRATION DATE. LOCKHEED MARTIN SHALL NOT BE LIABLE TO SELLER IN ANY MANNER IN THE EVENT OPTIONS ARE NOT EXERCISED.

OPTION NAME: OPTION 2020

OPTION EXPIRATION DATE: JANUARY 31, 2020

OPTION PRICE (TOTAL): \$5,000,000.00

THE FOLLOWING IS THE ANITICIPATED SCHEDULE OF RELEASES:

BASE YEAR: \$5,000,000.00 UPON CONTRACT AWARD



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

OPTION 1: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2018
OPTION 2: \$8,500,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2019
OPTION 3: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2020
OPTION 4: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2021

PERIOD OF PERFORMANCE SHALL BEGIN UPON CONTRACT AWARD AND SHALL END ON DECEMBER 31, 2021.

THIS PO SERVES AS A VEHICLE TO FACILITATE THE ACCUMULATION OF BILLING EXPENDITURES. ALL CWEP PARTICIPANTS WILL ENTER THEIR TIME INTO THE LOCKHEED MARTIN APPROVED PROCUREMENT SYSTEM P2P VIA THE VIP TIME KEEPING DATABASE. THE HOURS ARE APPROVED IN ADVANCE BY THE LOCKHEED MARTIN MANAGER AND CANNOT EXCEED THOSE ESTABLISHED IN THE CONTRACT.

TERMS AND CONDITIONS AND RATES ARE PER "COLLEGE WORK PROGRAM BLANKET CONTRACT" DATED 02/21/2017, AND AMENDMENTS, MADE A PART HEREOF BY REFERENCE.

PO Version Documentation:

Modification 04

Remove tax from line item RR 3-1-19

Modification 03

Updated header text RR 2-12-19

Modification 02

Added \$8,500,000.00 of funding to cover until the January 31,2020. This increases the anticipated value for contract from \$25,000,000.00 to\$28,500,000.00

Previous PO Value = \$10,000,000.00

Dollar value of Revision 002 = \$8,500,000.00

New Total PO value = \$18,500,000.00

Buyer has the right to exercise 2 year option before the

POP expires on January 31,2020.

RR 2-11-19

Modification 01

Added \$5,000,000 of funding to cover until the January 31,2019.

Previous PO Value = \$5,000,000.00

Dollar value of Revision 001 = \$5,000,000.00

New Total PO value = \$10,000,000.00

Buyer has the right to exercise 1 year option before the

POP expires on January 31,2019.

RR 1-25-18

Terms and Conditions Text:

The Terms and Conditions listed below are incorporated by reference and



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety. Copies of Terms and Conditions referenced in this Contract may be obtained from the Lockheed Martin web address <http://www.lockheedmartin.com/us/suppliers/tandc.html> or the Lockheed Martin procurement representative.

Doc Number: PER AGREEMENT W/UCF Revision Date: Form/Exhibit:
Title:

Tax Cert URL:
<http://www.lockheedmartin.com/content/dam/lockheed/data/corporate/documents/p2p/44direct.pdf>

Line	Item	Quantity	Unit	Price	Price Unit	Currency	Item Total
1		1.000	Activ.unit	18,500,000.00	1	USD	18,500,000.00

Item Description

Description: Contract Labor
Part Revision Number (if applicable): N/A

Service Details

Line	Service	Description	Quantity	Unit	Gross Price	Currency	Item Total
10		Contract Labor	1.000	Activ.unit	18,500,000.00	USD	18,500,000.00

Schedule

Quantity: 1.000
Activ.unit
Contract Delivery
Schedule:
01/31/2020

NAICS: North American Industry Classification System

NAICS information is not available or is not applicable.

Item Ship to

Lockheed Martin Corporation
1701 W. Marshall Drive
GRAND PRAIRIE TX 75051-3601
USA

DPAS Rating / Prime Contract



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

Quantity	Prime Contract	DPAS
1.000		
Line item Contract Type, Status		
TIME AND MATERIAL		DEFINITIZED.
FOB		
FOB (F.O.B. Origin Freight Collect) SEE PO TEXT FOR ROUTING URL		
Carrier		
Shipping on all 150+ pound orders will now be initiated through Allyn International (https://ala.allynintl.com/). For all other orders, please view account numbers and business import/export contacts at https://procure.external.lmco.com/irj/portal/LMRoutingGuides by logging into Exostar > LMP2P > LM Routing Guides link on left.		
Tax		
Exemption Desc: Taxable		
PO Codes (See Appendix A for PO Code Notes)		
Notes ID:100/Qualifier Code:P ADDITIONAL TERMS AND CONDITIONS AND TAX INFORMATION Notes ID:111/Qualifier Code:P MFC ESH CONTRACTOR MANUAL AND ORIENTATION		
Notes		
<p>*****</p> <p>Appendix A: PO Code Notes</p> <p>*****</p> <p>Notes ID:100/Qualifier Code:P 26 February 2018</p> <p>1.,,Terms and conditions</p> <p>1.1.,,When reviewing this purchase order in P2P, Supplier may: "accept"<(>,<)> "reject"</p> <p>In the event that you "acknowledge with comments", your comments will have no force and affect on the contract unless specifically agreed to, in writing, by the Lockheed Martin buyer. Acknowledgement with comments acts as an acceptance of Lockheed Martin terms and conditions and</p>		



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

purchase order notes. In the event that you have an issue with the purchase order as issued, defer taking further action until contacting the buyer and resolving the issue.

1.2.,,Seller agrees that the manufacturing and/or fabrication of work being delivered under this contract will be performed at the location indicated on the Seller response to the solicitation and will not be moved to another production facility without the prior express written approval of Lockheed Martin.

1.3.,,Advance notification from Supplier on production changes; the Seller shall make no changes to work under this contract including any change in design, manufacturing process, materials, or otherwise which may affect form, fit, or function of the work without prior notification to and approval by the Lockheed Martin Procurement Representative. Such notification shall consist of detailed drawings clearly defining such changes and the date such changes are proposed to be effective. Such notification shall not constitute approval of the proposed change nor relieve Seller of Seller's obligation to comply with requirements contained in this contract. If the proposed change is approved, the change shall be incorporated into this contract by amendment.

1.4.,,It is incumbent upon the Seller to ensure that their EXOSTAR profile is current.

1.5.,,1.5. If this order involves delivery of hazardous material, packaging and shipment of such material must comply with Department of Transportation regulations, title 49 CFR, and the OSHA hazard communication standard CFR 1910.1200. A safety data sheet (SDS) must be provided to the buyer by the Seller as a condition of this order.

Seller shall enter buyer's purchase order number on the top right of first page of the SDS. The warning label required by 29 CFR 1910.1200 shall not be obscured by other stamps or labels.

1.6.,,When a SDS is required, Seller shall mail it separately, before material is shipped the first time, to the applicable address below. A SDS must also accompany every shipment. All locations are part of Lockheed Martin Missiles and Fire Control: purchase order from:

Camden, Arkansas; send SDS to: ESH Mgr, M143 bldg., PO Box 1015,
Camden, AR 71711

Dallas, Texas; send SDS to: ESH Mgr, M/S: ESH-00, PO Box 650003



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

Dallas, TX 75265-0003

Lufkin, Tx; send SDS to: Safety Mgr, PO Box 150340, Lufkin, TX 75915

Chelmsford, MA; send SDS to: Safety Mgr, 16 Maple Road, Chelmsford, MA 01824

White Sands Missile Range, NM; send SDS to: LM Missile and Fire Control, ESH Mgr, PO Box 57, Mail Station WSM-57, White Sands Missile Range, NM 88002

Troy, AL ; Send SDS to: ESH Manager, 5500 County Road 37, Troy, AL 36081

1.7.,,"Labeling requirements, ozone-depleting substances" new Federal EPA Regulations, pursuant to the Clean Air Act Amendments of 1990, Title VI, require labeling of all containers of, and all products containing or manufactured with, specific ozone-depleting substances. Submission of a proposal, or acceptance of this order is certification that the labeling requirements of section 611 of the Clean Air Act as implemented by 40 CFR part 82, Subpart E have been complied with.

1.8.,,The Seller shall notify the buyer in writing within 24 hours of termination of employment of any employee who has been granted access to the buyer's workgroup collaboration system (Livelink).

1.9.,,Notwithstanding any other provision of this contract, facilitating payments as defined in the united states foreign corrupt practices act (15 U.S.C. §§ 78dd-1, et seq.) Shall not me made by Seller in connection with the performance of this contract.

2.,,Shipping/Packaging Information

2.1. Requirements that are identified herein as FOB shipping point require Seller interface with Lockheed Martin transportation prior to hardware or item shipment. The buyer will not pay for shipping expenses that are arranged by the Seller and invoiced to the buyer. Detailed shipping instructions are located at the Lockheed Martin P2P portal <https://procure.external.lmco.com/irj/portal/lmroutingguides> you will be prompted to logon to EXOSTAR before accessing this URL.

2.2.,,Each line item on the purchase order must be shipped in separate packaging. This is essential and necessary to meet requirements even though part numbers may be the same for two separate line items.



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

Individual line items are generated by the buyer to support both commercial and government requirements and may require different processing before final delivery to the customer.

2.3.,,If any item on this order is to be shipped in place or drop shipped to a location other than Lockheed Martin Missiles and Fire Control, the Seller shall complete the Inbound Delivery and Barcode per paragraph 2.4. The Seller shall furnish to the Buyer a copy of the shipping document/packing slip.

2.4. Barcode:

''

The LMP2P SHIP TO LMC guidebook is located:

<http://www.myexostar.com/WorkArea/DownloadAsset.aspx?id=315>

To directly access the Exostar P2P Portal link go to
<https://portal.exostar.com>

The following Barcode requirements shall apply to all Purchase orders.

The supplier shall print and supply two Barcode labels before shipping your product to Lockheed Martin. One label is to be attached to the container and the second label is to be attached to the packing slip.

The Barcode is created using the P2P "SHIP TO LMC" process. During the SHIP TO LMC process, an Inbound Delivery number will be created and displayed as part of the Barcode document. Creating the Inbound Delivery number is critical to processing the receipt and invoicing.

3. General Information:

3.1.,,For FAQs and LMP2P support guides, check out:

<http://www.myexostar.com/myexostarall.aspx?id=1362>

Thank you for your continued support.

Notes ID:111/Qualifier Code:P

(21 June 2017)

The Contractor

.,,Shall comply with all federal, state, county and city environmental, safety, health and fire standards.



Purchase Order: 4102886387

Amendment Number: 4

Order Date: 03/01/2019

.,,Shall comply with the Lockheed Martin Missiles and Fire Control environmental, safety and health contractor manual and the local site safety orientation

.,,Perform contracted work safely. Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the contract monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

*****OLD NOTE LANGUAGE*****
 (25 May 2010)

Contractors shall comply with all federal, state, and local environmental, safety, and health standards including but not limited to the following:

- (1) The occupational Safety and Health Standards (29 CFR 1910) - General Industry.
- (2) The Occupational Safety and Health Standards (29 CFR 1926) - Construction Industry.
- (3) Environmental protection Agency Standards (40 CFR).
- (4) The National Electric Code and NFPA 70E.
- (5) The NFPA 101 Life Safety Code.
- (6) All Lockheed Martin Missiles and Fire Control Environmental Safety and Health Policies as they apply to the work being performed. The applicable policies are available upon request.
- (7) The requirements in the Lockheed Martin Missiles and Fire Control Environmental, Safety and Health Contractor manual and orientation.

Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the Contract Monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

Total Purchase Order Value	18,500,000.00 USD
End of Document	



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

Missiles & Fire Control

Document Type: Contract Labor
Status: In Process

Buyer:

Missiles & Fire Control
L001
1701 West Marshall Drive
GRAND PRAIRIE TX 75051-2704
USA

Seller:

Vendor ID: LM0019962
THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
12201 RES PKWY STE 501
ORLANDO FL 32826
USA

Order Contact: Rochelle Rose
Buyer ID: SSQ
Phone: 407/356-3194
FAX:
E-mail: rochelle.rose@lmco.com

Bill To:

Seller shall use Vendor Invoice Processor (VIP). See below for additional info.

Ship To:

CAUTION: This PO may contain multiple items with differing ship-to addresses. See individual items for shipping addresses and instructions.

Terms of Sale:

Pay immediately without deduction

Total Purchase Order Value

18,500,000.00 USD

This transmittal is signed electronically by the procurement representative or buyer identified; Upon acknowledgement by seller, this transmittal is signed electronically by Seller authorized representative; written signature not required if signed electronically.

Lockheed Martin
Authorized Procurement Representative
Electronically signed by:

Accepted By:
Seller Authorized Representative
Electronically signed by:

Rochelle Rose **Date:** 02/12/2019

Date:



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

Notes

This Purchase Order and attachment(s), if any, are being transmitted electronically and executed by electronic signature in lieu of a hard copy Purchase Order/release and is the only document that the Seller will receive. By receipt and acknowledgment of this Purchase Order, or by performance, Seller agrees that this electronic Purchase Order shall have the same force and effect as if executed and sent in hard copy. Both parties agree that the validity of this Purchase Order shall not be contested on the basis that this Purchase Order contains an electronic signature. Seller certifies that those representations and certifications contained in the referenced terms and conditions are current and accurate.

Except as hereby amended by this amendment, all terms and conditions of this purchase order including previous amendments, if any, remain in effect and are applicable to this amendment. The total amount shown on this document reflects the value of the entire purchase order, not just the elements changed by this amendment.

Ethics Statement:

Lockheed Martin values relationships that are grounded in a shared commitment to performing in accordance with the highest standards of professional business conduct and encourages all suppliers to implement an effective ethics program, including adopting a written code of conduct. In performance of this Contract, both parties are expected to conduct themselves in a manner consistent with the principles expressed in either the Lockheed Martin's Supplier Code of Conduct, available at <http://www.lockheedmartin.com/us/suppliers/ethics.html>, or the Defense Industry Initiative Model Supplier Code of Conduct available at <https://www.dii.org/featured-tools>. Should you have any questions, wish to use our training materials, or observe conduct contrary to the principles set forth in the Codes referred to above, please do not hesitate to call the Lockheed Martin ethics helpline at 1-800-LM-ETHIC (1-800-563-8442).

Lockheed Martin's Commitment to Sustainability:

Sustainability is a key element of our business model for innovation and growth. It allows us to operate efficiently and exceed customer needs, which are important aspects of our long-term business planning. Sustainable thinking permeates wide-ranging strategies in areas such as technology research and development, talent management, facilities operations and supply chain management.

Lockheed Martin has established a sustainability strategy that integrates environmental, social and governance stewardship into all aspects of our business. Suppliers are key to our ability to achieve success in sustainability. To learn how you can partner with us to drive responsible growth and maintain high standards please visit our Sustainable Supply Chain Management website at <http://www.lockheedmartin.com/us/suppliers/sustainable-supply-chain.html>

We also invite you to review our Sustainability Report at <http://www.lockheedmartin.com/sustainability> to learn more about Lockheed Martin's objectives.

Suggestions or questions regarding our sustainability strategy can be sent to <mailto:sustainability.lm@lmco.com>.



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

Bill To Statement:

Seller will implement and utilize Lockheed Martin's Vendor Invoice Processor (VIP) invoicing system. This is a web-based system that is accessible through the internet. Lockheed Martin will provide each Seller employee with VIP access and VIP role in order to enter their billable hours, non-labor invoicing and appropriate charge number directly into VIP. Seller has a responsibility to maintain an accurate Exostar Vendor Master profile. Seller will grant LM Procure to Pay (LM P2P) access under Exostar's Managed Access Gateway for each user requiring access to VIP. Lockheed Martin will then provide each Seller employee with access to VIP and create their VIP role so they can enter their billable time into VIP weekly. Seller shall submit their information according to the deadlines provided by the responsible Lockheed Martin buyer in order to be processed in the weekly payment run. Seller may delegate the responsibility to enter VIP information to a backup "data entry" employee to ensure information is submitted in time for weekly processing as the electronic VIP invoice used by Lockheed Martin to pay the Seller for services rendered. Seller shall also invoice non-labor cost and supporting documentation through the VIP system. In utilizing the VIP system, Seller's employees (biller, data entry, and approver) attest that the work effort recorded is accurate and complete.

All invoicing for this purchase order will be completed using the Vendor Invoice Processor (VIP) system. Seller is responsible for the accuracy of all information entered into the VIP system by their employees, and Seller shall regularly reconcile the contract-to-date billing through VIP to Seller's government approved accounting/billing system. Any adjustments/corrections shall be promptly corrected within VIP and submitted for processing.

PO Header Text:

Header text:

LOCKHEED MARTIN MISSILES AND FIRE CONTROL IS AWARDING THIS PURCHASE ORDER 4102886387 TO UNIVERSITY OF CENTRAL FLORIDA IN SUPPORT OF THE COLLEGE WORK EXPERIENCE PROGRAM (CWEP).

THE ANTICIPATED VALUE OF THIS PURCHASE ORDER IS \$25,000,000.00 OVER A FIVE YEAR PERIOD INCLUDING OPTIONS. FUNDING IS CURRENTLY LIMITED TO \$18,500,000.00. SELLER IS NOT AUTHORIZED TO EXPEND MONEY OR INCUR OBLIGATIONS IN EXCESS OF \$18,500,000.00 WHICH IS THE MAXIMUM LIABILITY OF LMMFC UNDER THIS PURCHASE ORDER.

LOCKHEED MARTIN RESERVES THE UNILATERAL RIGHT TO EXERCISE THE OPTIONS IDENTIFIED HEREIN AT THE PRICE STATED FOR EACH OF THE OPTIONS. LOCKHEED MARTIN SHALL EXERCISE THESE OPTIONS BY WRITTEN NOTICE TO SELLER AT ANY TIME UP TO THE OPTION EXPIRATION DATE. LOCKHEED MARTIN SHALL NOT BE LIABLE TO SELLER IN ANY MANNER IN THE EVENT OPTIONS ARE NOT EXERCISED.

OPTION NAME: OPTION 2020

OPTION EXPIRATION DATE: JANUARY 31, 2020

OPTION PRICE (TOTAL): \$5,000,000.00

THE FOLLOWING IS THE ANTICIPATED SCHEDULE OF RELEASES:

BASE YEAR: \$5,000,000.00 UPON CONTRACT AWARD



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

OPTION 1: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2018
OPTION 2: \$8,500,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2019
OPTION 3: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2020
OPTION 4: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2021

PERIOD OF PERFORMANCE SHALL BEGIN UPON CONTRACT AWARD AND SHALL END ON DECEMBER 31, 2021.

THIS PO SERVES AS A VEHICLE TO FACILITATE THE ACCUMULATION OF BILLING EXPENDITURES. ALL CWEP PARTICIPANTS WILL ENTER THEIR TIME INTO THE LOCKHEED MARTIN APPROVED PROCUREMENT SYSTEM P2P VIA THE VIP TIME KEEPING DATABASE. THE HOURS ARE APPROVED IN ADVANCE BY THE LOCKHEED MARTIN MANAGER AND CANNOT EXCEED THOSE ESTABLISHED IN THE CONTRACT.

TERMS AND CONDITIONS AND RATES ARE PER "COLLEGE WORK PROGRAM BLANKET CONTRACT" DATED 02/21/2017, AND AMENDMENTS, MADE A PART HEREOF BY REFERENCE.

PO Version Documentation:

Modification 03

Updated header text RR 2-12-19

Modification 02

Added \$8,500,000.00 of funding to cover until the January 31,2020. This increases the anticipated value for contract from \$25,000,000.00 to\$28,500,000.00

Previous PO Value = \$10,000,000.00

Dollar value of Revision 002 = \$8,500,000.00

New Total PO value = \$18,500,000.00

Buyer has the right to exercise 2 year option before the

POP expires on January 31,2020.

RR 2-11-19

Modification 01

Added \$5,000,000 of funding to cover until the January 31,2019.

Previous PO Value = \$5,000,000.00

Dollar value of Revision 001 = \$5,000,000.00

New Total PO value = \$10,000,000.00

Buyer has the right to exercise 1 year option before the

POP expires on January 31,2019.

RR 1-25-18

Terms and Conditions Text:

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety. Copies of Terms and Conditions referenced in this Contract may be obtained from the Lockheed



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

Martin web address <http://www.lockheedmartin.com/us/suppliers/tandc.html>
or the Lockheed Martin procurement representative.

Doc Number: PER AGREEMENT W/UCF Revision Date: Form/Exhibit:
Title:

Tax Cert URL:

<http://www.lockheedmartin.com/content/dam/lockheed/data/corporate/documents/p2p/44direct.pdf>

Line	Item	Quantity	Unit	Price	Price Unit	Currency	Item Total
1		1.000	Activ.unit	18,500,000.00	1	USD	18,500,000.00

Item Description

Description: Contract Labor
Part Revision Number (if applicable): N/A

Service Details

Line	Service	Description	Quantity	Unit	Gross Price	Currency	Item Total
10		Contract Labor	1.000	Activ.unit	18,500,000.00	USD	18,500,000.00

Schedule

Quantity: 1.000 Activ.unit	Contract Delivery Schedule: 01/31/2020
-------------------------------	--

NAICS: North American Industry Classification System

NAICS information is not available or is not applicable.

Item Ship to

Lockheed Martin Corporation
1701 W. Marshall Drive
GRAND PRAIRIE TX 75051-3601
USA

DPAS Rating / Prime Contract

Quantity	Prime Contract	DPAS
1.000		



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

Line item Contract Type, Status
TIME AND MATERIAL DEFINITIZED.
FOB
FOB (F.O.B. Origin Freight Collect) SEE PO TEXT FOR ROUTING URL
Carrier
Shipping on all 150+ pound orders will now be initiated through Allyn International (https://ala.allynintl.com/). For all other orders, please view account numbers and business import/export contacts at https://procure.external.lmco.com/irj/portal/LMRoutingGuides by logging into Exostar > LMP2P > LM Routing Guides link on left.
Tax
Exemption Desc: Taxable
PO Codes (See Appendix A for PO Code Notes)
Notes ID:100/Qualifier Code:P ADDITIONAL TERMS AND CONDITIONS AND TAX INFORMATION Notes ID:111/Qualifier Code:P MFC ESH CONTRACTOR MANUAL AND ORIENTATION
Notes
<p>*****</p> <p>Appendix A: PO Code Notes</p> <p>*****</p> <p>Notes ID:100/Qualifier Code:P 26 February 2018</p> <p>1.,,Terms and conditions</p> <p>1.1.,,When reviewing this purchase order in P2P, Supplier may: "accept" <(>,<)> "reject"</p> <p>In the event that you "acknowledge with comments", your comments will have no force and affect on the contract unless specifically agreed to, in writing, by the Lockheed Martin buyer. Acknowledgement with comments acts as an acceptance of Lockheed Martin terms and conditions and purchase order notes. In the event that you have an issue with the purchase order as issued, defer taking further action until contacting the buyer and resolving the issue.</p>



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

1.2.,,Seller agrees that the manufacturing and/or fabrication of work being delivered under this contract will be performed at the location indicated on the Seller response to the solicitation and will not be moved to another production facility without the prior express written approval of Lockheed Martin.

1.3.,,Advance notification from Supplier on production changes; the Seller shall make no changes to work under this contract including any change in design, manufacturing process, materials, or otherwise which may affect form, fit, or function of the work without prior notification to and approval by the Lockheed Martin Procurement Representative. Such notification shall consist of detailed drawings clearly defining such changes and the date such changes are proposed to be effective. Such notification shall not constitute approval of the proposed change nor relieve Seller of Seller's obligation to comply with requirements contained in this contract. If the proposed change is approved, the change shall be incorporated into this contract by amendment.

1.4.,,It is incumbent upon the Seller to ensure that their EXOSTAR profile is current.

1.5.,,1.5. If this order involves delivery of hazardous material, packaging and shipment of such material must comply with Department of Transportation regulations, title 49 CFR, and the OSHA hazard communication standard CFR 1910.1200. A safety data sheet (SDS) must be provided to the buyer by the Seller as a condition of this order.

Seller shall enter buyer's purchase order number on the top right of first page of the SDS. The warning label required by 29 CFR 1910.1200 shall not be obscured by other stamps or labels.

1.6.,,When a SDS is required, Seller shall mail it separately, before material is shipped the first time, to the applicable address below. A SDS must also accompany every shipment. All locations are part of Lockheed Martin Missiles and Fire Control: purchase order from:

Camden, Arkansas; send SDS to: ESH Mgr, M143 bldg., PO Box 1015, Camden, AR 71711

Dallas, Texas; send SDS to: ESH Mgr, M/S: ESH-00, PO Box 650003 Dallas, TX 75265-0003

Lufkin, Tx; send SDS to: Safety Mgr, PO Box 150340, Lufkin, TX 75915



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

Chelmsford, MA; send SDS to: Safety Mgr, 16 Maple Road, Chelmsford, MA
01824

White Sands Missile Range, NM; send SDS to: LM Missile and Fire
Control, ESH Mgr, PO Box 57, Mail Station WSM-57, White Sands Missile
Range, NM 88002

Troy, AL ; Send SDS to: ESH Manager, 5500 County Road 37, Troy, AL
36081

1.7.,,"Labeling requirements, ozone-depleting substances" new Federal
EPA Regulations, pursuant to the Clean Air Act Amendments of 1990, Title
VI, require labeling of all containers of, and all products containing
or manufactured with, specific ozone-depleting substances. Submission
of a proposal, or acceptance of this order is certification that the
labeling requirements of section 611 of the Clean Air Act as implemented
by 40 CFR part 82, Subpart E have been complied with.

1.8.,,The Seller shall notify the buyer in writing within 24 hours of
termination of employment of any employee who has been granted access to
the buyer's workgroup collaboration system (Livelihood).

1.9.,,Notwithstanding any other provision of this contract, facilitating
payments as defined in the united states foreign corrupt practices act
(15 U.S.C. §§ 78dd-1, et seq.) Shall not me made by Seller in connection
with the performance of this contract.

2.,,Shipping/Packaging Information

2.1. Requirements that are identified herein as FOB shipping point
require Seller interface with Lockheed Martin transportation prior to
hardware or item shipment. The buyer will not pay for shipping expenses
that are arranged by the Seller and invoiced to the buyer. Detailed
shipping instructions are located at the Lockheed Martin P2P portal
<https://procure.external.lmco.com/irj/portal/lmroutingguides> you will
be prompted to logon to EXOSTAR before accessing this URL.

2.2.,,Each line item on the purchase order must be shipped in separate
packaging. This is essential and necessary to meet requirements even
though part numbers may be the same for two separate line items.

Individual line items are generated by the buyer to support both
commercial and government requirements and may require different
processing before final delivery to the customer.



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

2.3.,,If any item on this order is to be shipped in place or drop shipped to a location other than Lockheed Martin Missiles and Fire Control, the Seller shall complete the Inbound Delivery and Barcode per paragraph 2.4. The Seller shall furnish to the Buyer a copy of the shipping document/packing slip.

2.4. Barcode:

''

The LMP2P SHIP TO LMC guidebook is located:

<http://www.myexostar.com/WorkArea/DownloadAsset.aspx?id=315>

To directly access the Exostar P2P Portal link go to
<https://portal.exostar.com>

The following Barcode requirements shall apply to all Purchase orders.

The supplier shall print and supply two Barcode labels before shipping your product to Lockheed Martin. One label is to be attached to the container and the second label is to be attached to the packing slip.

The Barcode is created using the P2P "SHIP TO LMC" process. During the SHIP TO LMC process, an Inbound Delivery number will be created and displayed as part of the Barcode document. Creating the Inbound Delivery number is critical to processing the receipt and invoicing.

3. General Information:

3.1.,,For FAQs and LMP2P support guides, check out:
<http://www.myexostar.com/myexostarall.aspx?id=1362>

Thank you for your continued support.

Notes ID:111/Qualifier Code:P
(21 June 2017)

The Contractor

.,,Shall comply with all federal, state, county and city environmental, safety, health and fire standards.

.,,Shall comply with the Lockheed Martin Missiles and Fire Control environmental, safety and health contractor manual and the local site safety orientation



Purchase Order: 4102886387

Amendment Number: 3

Order Date: 02/12/2019

.,,Perform contracted work safely. Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the contract monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

*****OLD NOTE LANGUAGE*****

(25 May 2010)

Contractors shall comply with all federal, state, and local environmental, safety, and health standards including but not limited to the following:

- (1) The occupational Safety and Health Standards (29 CFR 1910) - General Industry.
- (2) The Occupational Safety and Health Standards (29 CFR 1926) - Construction Industry.
- (3) Environmental protection Agency Standards (40 CFR).
- (4) The National Electric Code and NFPA 70E.
- (5) The NFPA 101 Life Safety Code.
- (6) All Lockheed Martin Missiles and Fire Control Environmental Safety and Health Policies as they apply to the work being performed. The applicable policies are available upon request.
- (7) The requirements in the Lockheed Martin Missiles and Fire Control Environmental, Safety and Health Contractor manual and orientation.

Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the Contract Monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

Total Purchase Order Value	18,500,000.00 USD
End of Document	



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

Missiles & Fire Control

Document Type: Contract Labor
Status: In Process

Buyer:

Missiles & Fire Control
L001
1701 West Marshall Drive
GRAND PRAIRIE TX 75051-2704
USA

Seller:

Vendor ID: LM0019962
THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
12201 RES PKWY STE 501
ORLANDO FL 32826
USA

Order Contact: Rochelle Rose
Buyer ID: SSQ
Phone: 407/356-3194
FAX:
E-mail: rochelle.rose@lmco.com

Bill To:

Seller shall use Vendor Invoice Processor (VIP). See below for additional info.

Ship To:

CAUTION: This PO may contain multiple items with differing ship-to addresses. See individual items for shipping addresses and instructions.

Terms of Sale:

Pay immediately without deduction

Total Purchase Order Value 18,500,000.00 USD

This transmittal is signed electronically by the procurement representative or buyer identified; Upon acknowledgement by seller, this transmittal is signed electronically by Seller authorized representative; written signature not required if signed electronically.

Lockheed Martin
Authorized Procurement Representative
Electronically signed by:

Accepted By:
Seller Authorized Representative
Electronically signed by:

Rochelle Rose **Date:** 02/11/2019

Date:



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

Notes

This Purchase Order and attachment(s), if any, are being transmitted electronically and executed by electronic signature in lieu of a hard copy Purchase Order/release and is the only document that the Seller will receive. By receipt and acknowledgment of this Purchase Order, or by performance, Seller agrees that this electronic Purchase Order shall have the same force and effect as if executed and sent in hard copy. Both parties agree that the validity of this Purchase Order shall not be contested on the basis that this Purchase Order contains an electronic signature. Seller certifies that those representations and certifications contained in the referenced terms and conditions are current and accurate.

Except as hereby amended by this amendment, all terms and conditions of this purchase order including previous amendments, if any, remain in effect and are applicable to this amendment. The total amount shown on this document reflects the value of the entire purchase order, not just the elements changed by this amendment.

Ethics Statement:

Lockheed Martin values relationships that are grounded in a shared commitment to performing in accordance with the highest standards of professional business conduct and encourages all suppliers to implement an effective ethics program, including adopting a written code of conduct. In performance of this Contract, both parties are expected to conduct themselves in a manner consistent with the principles expressed in either the Lockheed Martin's Supplier Code of Conduct, available at <http://www.lockheedmartin.com/us/suppliers/ethics.html>, or the Defense Industry Initiative Model Supplier Code of Conduct available at <https://www.dii.org/featured-tools>. Should you have any questions, wish to use our training materials, or observe conduct contrary to the principles set forth in the Codes referred to above, please do not hesitate to call the Lockheed Martin ethics helpline at 1-800-LM-ETHIC (1-800-563-8442).

Lockheed Martin's Commitment to Sustainability:

Sustainability is a key element of our business model for innovation and growth. It allows us to operate efficiently and exceed customer needs, which are important aspects of our long-term business planning. Sustainable thinking permeates wide-ranging strategies in areas such as technology research and development, talent management, facilities operations and supply chain management.

Lockheed Martin has established a sustainability strategy that integrates environmental, social and governance stewardship into all aspects of our business. Suppliers are key to our ability to achieve success in sustainability. To learn how you can partner with us to drive responsible growth and maintain high standards please visit our Sustainable Supply Chain Management website at <http://www.lockheedmartin.com/us/suppliers/sustainable-supply-chain.html>

We also invite you to review our Sustainability Report at <http://www.lockheedmartin.com/sustainability> to learn more about Lockheed Martin's objectives.

Suggestions or questions regarding our sustainability strategy can be sent to <mailto:sustainability.lm@lmco.com>.



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

Bill To Statement:

Seller will implement and utilize Lockheed Martin's Vendor Invoice Processor (VIP) invoicing system. This is a web-based system that is accessible through the internet. Lockheed Martin will provide each Seller employee with VIP access and VIP role in order to enter their billable hours, non-labor invoicing and appropriate charge number directly into VIP. Seller has a responsibility to maintain an accurate Exostar Vendor Master profile. Seller will grant LM Procure to Pay (LM P2P) access under Exostar's Managed Access Gateway for each user requiring access to VIP. Lockheed Martin will then provide each Seller employee with access to VIP and create their VIP role so they can enter their billable time into VIP weekly. Seller shall submit their information according to the deadlines provided by the responsible Lockheed Martin buyer in order to be processed in the weekly payment run. Seller may delegate the responsibility to enter VIP information to a backup "data entry" employee to ensure information is submitted in time for weekly processing as the electronic VIP invoice used by Lockheed Martin to pay the Seller for services rendered. Seller shall also invoice non-labor cost and supporting documentation through the VIP system. In utilizing the VIP system, Seller's employees (biller, data entry, and approver) attest that the work effort recorded is accurate and complete.

All invoicing for this purchase order will be completed using the Vendor Invoice Processor (VIP) system. Seller is responsible for the accuracy of all information entered into the VIP system by their employees, and Seller shall regularly reconcile the contract-to-date billing through VIP to Seller's government approved accounting/billing system. Any adjustments/corrections shall be promptly corrected within VIP and submitted for processing.

PO Header Text:

Header text:

LOCKHEED MARTIN MISSILES AND FIRE CONTROL IS AWARDING THIS PURCHASE ORDER 4102886387 TO UNIVERSITY OF CENTRAL FLORIDA IN SUPPORT OF THE COLLEGE WORK EXPERIENCE PROGRAM (CWEP).

THE ANTICIPATED VALUE OF THIS PURCHASE ORDER IS \$25,000,000.00 OVER A FIVE YEAR PERIOD INCLUDING OPTIONS. FUNDING IS CURRENTLY LIMITED TO \$18,500,000.00. SELLER IS NOT AUTHORIZED TO EXPEND MONEY OR INCUR OBLIGATIONS IN EXCESS OF \$18,500,000.00 WHICH IS THE MAXIMUM LIABILITY OF LMMFC UNDER THIS PURCHASE ORDER.

LOCKHEED MARTIN RESERVES THE UNILATERAL RIGHT TO EXERCISE THE OPTIONS IDENTIFIED HEREIN AT THE PRICE STATED FOR EACH OF THE OPTIONS. LOCKHEED MARTIN SHALL EXERCISE THESE OPTIONS BY WRITTEN NOTICE TO SELLER AT ANY TIME UP TO THE OPTION EXPIRATION DATE. LOCKHEED MARTIN SHALL NOT BE LIABLE TO SELLER IN ANY MANNER IN THE EVENT OPTIONS ARE NOT EXERCISED.

OPTION NAME: OPTION 2020

OPTION EXPIRATION DATE: JANUARY 31, 2020

OPTION PRICE (TOTAL): \$5,000,000.00

THE FOLLOWING IS THE ANITICIPATED SCHEDULE OF RELEASES:

BASE YEAR: \$5,000,000.00 UPON CONTRACT AWARD



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

OPTION 1: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2018
OPTION 2: \$8,500,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2019
OPTION 3: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2020
OPTION 4: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2021

PERIOD OF PERFORMANCE SHALL BEGIN UPON CONTRACT AWARD AND SHALL END ON DECEMBER 31, 2021.

THIS PO SERVES AS A VEHICLE TO FACILITATE THE ACCUMULATION OF BILLING EXPENDITURES. ALL CWEP PARTICIPANTS WILL ENTER THEIR TIME INTO THE LOCKHEED MARTIN APPROVED PROCUREMENT SYSTEM P2P VIA THE VIP TIME KEEPING DATABASE. THE HOURS ARE APPROVED IN ADVANCE BY THE LOCKHEED MARTIN MANAGER AND CANNOT EXCEED THOSE ESTABLISHED IN THE CONTRACT.

TERMS AND CONDITIONS AND RATES ARE PER "COLLEGE WORK PROGRAM BLANKET CONTRACT" DATED 02/21/2017 MADE A PART HEREOF BY REFERENCE.

PO Version Documentation:

Modification 02

Added \$8,500,000.00 of funding to cover until the January 31,2020. This increases the anticipated value for contract from \$25,000,000.00 to\$28,500,000.00

Previous PO Value = \$10,000,000.00

Dollar value of Revision 002 = \$8,500,000.00

New Total PO value = \$18,500,000.00

Buyer has the right to exercise 2 year option before the

POP expires on January 31,2020.

RR 2-11-19

Modification 01

Added \$5,000,000 of funding to cover until the January 31,2019.

Previous PO Value = \$5,000,000.00

Dollar value of Revision 001 = \$5,000,000.00

New Total PO value = \$10,000,000.00

Buyer has the right to exercise 1 year option before the

POP expires on January 31,2019.

RR 1-25-18

Terms and Conditions Text:

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety. Copies of Terms and Conditions referenced in this Contract may be obtained from the Lockheed Martin web address <http://www.lockheedmartin.com/us/suppliers/tandc.html> or the Lockheed Martin procurement representative.



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

Doc Number: PER AGREEMENT W/UCF Revision Date: Form/Exhibit:							
Title:							
Tax Cert URL:							
http://www.lockheedmartin.com/content/dam/lockheed/data/corporate/documents/p2p/44direct.pdf							
Line	Item	Quantity	Unit	Price	Price Unit	Currency	Item Total
1		1.000	Activ.unit	18,500,000.00	1	USD	18,500,000.00
Item Description							
Description: Contract Labor							
Part Revision Number (if applicable): N/A							
Service Details							
Line	Service	Description	Quantity	Unit	Gross Price	Currency	Item Total
10		Contract Labor	1.000	Activ.unit	18,500,000.00	USD	18,500,000.00
Schedule							
Quantity: 1.000		Contract Delivery					
Activ.unit		Schedule:					
		01/31/2020					
NAICS: North American Industry Classification System							
NAICS information is not available or is not applicable.							
Item Ship to							
Lockheed Martin Corporation 1701 W. Marshall Drive GRAND PRAIRIE TX 75051-3601 USA							
DPAS Rating / Prime Contract							
Quantity			Prime Contract			DPAS	
1.000							
Line item Contract Type, Status							
TIME AND MATERIAL				DEFINITIZED.			



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

FOB
FOB (F.O.B. Origin Freight Collect) SEE PO TEXT FOR ROUTING URL
Carrier
Shipping on all 150+ pound orders will now be initiated through Allyn International (https://ala.allynintl.com/). For all other orders, please view account numbers and business import/export contacts at https://procure.external.lmco.com/irj/portal/LMRoutingGuides by logging into Exostar > LMP2P > LM Routing Guides link on left.
Tax
Exemption Desc: Taxable
PO Codes (See Appendix A for PO Code Notes)
Notes ID:100/Qualifier Code:P ADDITIONAL TERMS AND CONDITIONS AND TAX INFORMATION Notes ID:111/Qualifier Code:P MFC ESH CONTRACTOR MANUAL AND ORIENTATION
Notes
<p>*****</p> <p>Appendix A: PO Code Notes</p> <p>*****</p> <p>Notes ID:100/Qualifier Code:P 26 February 2018</p> <p>1.,,Terms and conditions</p> <p>1.1.,,When reviewing this purchase order in P2P, Supplier may: "accept"<(,<)> "reject"</p> <p>In the event that you "acknowledge with comments", your comments will have no force and affect on the contract unless specifically agreed to, in writing, by the Lockheed Martin buyer. Acknowledgement with comments acts as an acceptance of Lockheed Martin terms and conditions and purchase order notes. In the event that you have an issue with the purchase order as issued, defer taking further action until contacting the buyer and resolving the issue.</p> <p>1.2.,,Seller agrees that the manufacturing and/or fabrication of work being delivered under this contract will be performed at the location</p>



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

indicated on the Seller response to the solicitation and will not be moved to another production facility without the prior express written approval of Lockheed Martin.

1.3.,,Advance notification from Supplier on production changes; the Seller shall make no changes to work under this contract including any change in design, manufacturing process, materials, or otherwise which may affect form, fit, or function of the work without prior notification to and approval by the Lockheed Martin Procurement Representative. Such notification shall consist of detailed drawings clearly defining such changes and the date such changes are proposed to be effective. Such notification shall not constitute approval of the proposed change nor relieve Seller of Seller's obligation to comply with requirements contained in this contract. If the proposed change is approved, the change shall be incorporated into this contract by amendment.

1.4.,,It is incumbent upon the Seller to ensure that their EXOSTAR profile is current.

1.5.,,1.5. If this order involves delivery of hazardous material, packaging and shipment of such material must comply with Department of Transportation regulations, title 49 CFR, and the OSHA hazard communication standard CFR 1910.1200. A safety data sheet (SDS) must be provided to the buyer by the Seller as a condition of this order.

Seller shall enter buyer's purchase order number on the top right of first page of the SDS. The warning label required by 29 CFR 1910.1200 shall not be obscured by other stamps or labels.

1.6.,,When a SDS is required, Seller shall mail it separately, before material is shipped the first time, to the applicable address below. A SDS must also accompany every shipment. All locations are part of Lockheed Martin Missiles and Fire Control: purchase order from:

Camden, Arkansas; send SDS to: ESH Mgr, M143 bldg., PO Box 1015, Camden, AR 71711

Dallas, Texas; send SDS to: ESH Mgr, M/S: ESH-00, PO Box 650003 Dallas, TX 75265-0003

Lufkin, Tx; send SDS to: Safety Mgr, PO Box 150340, Lufkin, TX 75915

Chelmsford, MA; send SDS to: Safety Mgr, 16 Maple Road, Chelmsford, MA 01824

**Purchase Order: 4102886387**

Amendment Number: 2

Order Date: 02/11/2019

White Sands Missile Range, NM; send SDS to: LM Missile and Fire Control, ESH Mgr, PO Box 57, Mail Station WSM-57, White Sands Missile Range, NM 88002

Troy, AL ; Send SDS to: ESH Manager, 5500 County Road 37, Troy, AL 36081

1.7.,,"Labeling requirements, ozone-depleting substances" new Federal EPA Regulations, pursuant to the Clean Air Act Amendments of 1990, Title VI, require labeling of all containers of, and all products containing or manufactured with, specific ozone-depleting substances. Submission of a proposal, or acceptance of this order is certification that the labeling requirements of section 611 of the Clean Air Act as implemented by 40 CFR part 82, Subpart E have been complied with.

1.8.,,The Seller shall notify the buyer in writing within 24 hours of termination of employment of any employee who has been granted access to the buyer's workgroup collaboration system (Livelink).

1.9.,,Notwithstanding any other provision of this contract, facilitating payments as defined in the united states foreign corrupt practices act (15 U.S.C. §§ 78dd-1, et seq.) Shall not me made by Seller in connection with the performance of this contract.

2.,,Shipping/Packaging Information

2.1. Requirements that are identified herein as FOB shipping point require Seller interface with Lockheed Martin transportation prior to hardware or item shipment. The buyer will not pay for shipping expenses that are arranged by the Seller and invoiced to the buyer. Detailed shipping instructions are located at the Lockheed Martin P2P portal <https://procure.external.lmco.com/irj/portal/lmroutingguides> you will be prompted to logon to EXOSTAR before accessing this URL.

2.2.,,Each line item on the purchase order must be shipped in separate packaging. This is essential and necessary to meet requirements even though part numbers may be the same for two separate line items.

Individual line items are generated by the buyer to support both commercial and government requirements and may require different processing before final delivery to the customer.

2.3.,,If any item on this order is to be shipped in place or drop shipped to a location other than Lockheed Martin Missiles and Fire



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

Control, the Seller shall complete the Inbound Delivery and Barcode per paragraph 2.4. The Seller shall furnish to the Buyer a copy of the shipping document/packing slip.

2.4. Barcode:

''
The LMP2P SHIP TO LMC guidebook is located:

<http://www.myexostar.com/WorkArea/DownloadAsset.aspx?id=315>

To directly access the Exostar P2P Portal link go to
<https://portal.exostar.com>

The following Barcode requirements shall apply to all Purchase orders.
The supplier shall print and supply two Barcode labels before shipping your product to Lockheed Martin. One label is to be attached to the container and the second label is to be attached to the packing slip.

The Barcode is created using the P2P "SHIP TO LMC" process. During the SHIP TO LMC process, an Inbound Delivery number will be created and displayed as part of the Barcode document. Creating the Inbound Delivery number is critical to processing the receipt and invoicing.

3. General Information:

3.1.,,For FAQs and LMP2P support guides, check out:
<http://www.myexostar.com/myexostarall.aspx?id=1362>

Thank you for your continued support.

Notes ID:111/Qualifier Code:P
(21 June 2017)

The Contractor

.,,Shall comply with all federal, state, county and city environmental, safety, health and fire standards.

.,,Shall comply with the Lockheed Martin Missiles and Fire Control environmental, safety and health contractor manual and the local site safety orientation

.,,Perform contracted work safely. Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the contract



Purchase Order: 4102886387

Amendment Number: 2

Order Date: 02/11/2019

monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

*****OLD NOTE LANGUAGE*****

(25 May 2010)

Contractors shall comply with all federal, state, and local environmental, safety, and health standards including but not limited to the following:

- (1) The occupational Safety and Health Standards (29 CFR 1910) - General Industry.
- (2) The Occupational Safety and Health Standards (29 CFR 1926) - Construction Industry.
- (3) Environmental protection Agency Standards (40 CFR).
- (4) The National Electric Code and NFPA 70E.
- (5) The NFPA 101 Life Safety Code.
- (6) All Lockheed Martin Missiles and Fire Control Environmental Safety and Health Policies as they apply to the work being performed. The applicable policies are available upon request.
- (7) The requirements in the Lockheed Martin Missiles and Fire Control Environmental, Safety and Health Contractor manual and orientation.

Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the Contract Monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

Total Purchase Order Value	18,500,000.00 USD
-----------------------------------	--------------------------

End of Document



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

Missiles & Fire Control

Document Type: Contract Labor
Status: Accepted**Buyer:**Missiles & Fire Control
L001
1701 West Marshall Drive
GRAND PRAIRIE TX 75051-2704
USAOrder Contact: Rochelle Rose
Buyer ID: SSQ
Phone: 407/356-3194
FAX:
E-mail: rochelle.rose@lmco.com**Seller:**Vendor ID: LM0019962
THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
12201 RES PKWY STE 501
ORLANDO FL 32826
USAVendor Status By: Jane Gentilini
Date : 02/01/2018
Phone: 407-823-3778
FAX: 407-823-3299
E-mail: dbackman@ucf.edu**Bill To:**

Seller shall use Vendor Invoice Processor (VIP). See below for additional info.

Ship To:

CAUTION: This PO may contain multiple items with differing ship-to addresses. See individual items for shipping addresses and instructions.

Terms of Sale:

Pay immediately without deduction

Total Purchase Order Value

10,000,000.00 USD

This transmittal is signed electronically by the procurement representative or buyer identified;
Upon acknowledgement by seller, this transmittal is signed electronically by Seller authorized representative; written signature not required if signed electronically.

Lockheed Martin
Authorized Procurement Representative
Electronically signed by:

Rochelle Rose **Date:** 01/25/2018

Accepted By:
Seller Authorized Representative
Electronically signed by:

Jane Gentilini **Date:** 02/01/2018



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

Notes

This Purchase Order and attachment(s), if any, are being transmitted electronically and executed by electronic signature in lieu of a hard copy Purchase Order/release and is the only document that the Seller will receive. By receipt and acknowledgment of this Purchase Order, or by performance, Seller agrees that this electronic Purchase Order shall have the same force and effect as if executed and sent in hard copy. Both parties agree that the validity of this Purchase Order shall not be contested on the basis that this Purchase Order contains an electronic signature. Seller certifies that those representations and certifications contained in the referenced terms and conditions are current and accurate.

ATTENTION: This is a notice regarding the definition of the word "promptly" as referenced in Lockheed Martin Corp Docs incorporated herein.

For the purposes of the requirement to promptly report compromises of information in the Information of Lockheed Martin clause of the applicable CorpDoc referenced in this Contract, "promptly" shall be deemed to mean "within 72 hours of the discovery of the incident involving any information covered by this clause."

Ethics Statement:

Lockheed Martin values relationships that are grounded in a shared commitment to performing in accordance with the highest standards of professional business conduct and encourages all suppliers to implement an effective ethics program, including adopting a written code of conduct. In performance of this Contract, both parties are expected to conduct themselves in a manner consistent with the principles expressed in either the Lockheed Martin's Supplier Code of Conduct, available at <http://www.lockheedmartin.com/us/suppliers/ethics.html>, or the Defense Industry Initiative Model Supplier Code of Conduct available at <https://www.dii.org/featured-tools>. Should you have any questions, wish to use our training materials, or observe conduct contrary to the principles set forth in the Codes referred to above, please do not hesitate to call the Lockheed Martin ethics helpline at 1-800-LM-ETHIC (1-800-563-8442).

Sustainability Strategy:

Consistent with our values and our commitment to setting the highest standards, Lockheed Martin has established a sustainability strategy that integrates **environmental, social** and **governance** stewardship principles into our Company's business lifecycle. In all three facets, our suppliers represent a key partner in achieving success in sustainability. Please visit our Sustainable Supply Chain Management website at <http://www.lockheedmartin.com/us/suppliers/sustainable-supply-chain.html> and our Sustainability Report at <http://www.lockheedmartin.com/sustainability> to learn more about Lockheed Martin's objectives and how you can partner with us to drive responsible growth and raise standards. Suggestions or questions regarding our sustainability strategy can be sent to <mailto:sustainability.lm@lmco.com>.

Bill To Statement:

Seller will implement and utilize Lockheed Martin's Vendor Invoice Processor (VIP) invoicing system. This is a



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

web-based system that is accessible through the internet. Lockheed Martin will provide each Seller employee with VIP access and VIP role in order to enter their billable hours, non-labor invoicing and appropriate charge number directly into VIP. Seller has a responsibility to maintain an accurate Exostar Vendor Master profile. Seller will grant LM Procure to Pay (LM P2P) access under Exostar's Managed Access Gateway for each user requiring access to VIP. Lockheed Martin will then provide each Seller employee with access to VIP and create their VIP role so they can enter their billable time into VIP weekly. Seller shall submit their information according to the deadlines provided by the responsible Lockheed Martin buyer in order to be processed in the weekly payment run. Seller may delegate the responsibility to enter VIP information to a backup "data entry" employee to ensure information is submitted in time for weekly processing as the electronic VIP invoice used by Lockheed Martin to pay the Seller for services rendered. Seller shall also invoice non-labor cost and supporting documentation through the VIP system. In utilizing the VIP system, Seller's employees (biller, data entry, and approver) attest that the work effort recorded is accurate and complete.

All invoicing for this purchase order will be completed using the Vendor Invoice Processor (VIP) system. Seller is responsible for the accuracy of all information entered into the VIP system by their employees, and Seller shall regularly reconcile the contract-to-date billing through VIP to Seller's government approved accounting/billing system. Any adjustments/corrections shall be promptly corrected within VIP and submitted for processing.

PO Header Text:

Header text:

LOCKHEED MARTIN MISSILES AND FIRE CONTROL IS AWARDING THIS PURCHASE ORDER 4102886387 TO UNIVERSITY OF CENTRAL FLORIDA IN SUPPORT OF THE COLLEGE WORK EXPERIENCE PROGRAM (CWEP).

THE ANTICIPATED VALUE OF THIS PURCHASE ORDER IS \$25,000,000.00 OVER A FIVE YEAR PERIOD INCLUDING OPTIONS. FUNDING IS CURRENTLY LIMITED TO \$10,000,000.00. SELLER IS NOT AUTHORIZED TO EXPEND MONEY OR INCUR OBLIGATIONS IN EXCESS OF \$10,000,000.00 WHICH IS THE MAXIMUM LIABILITY OF LMMFC UNDER THIS PURCHASE ORDER.

LOCKHEED MARTIN RESERVES THE UNILATERAL RIGHT TO EXERCISE THE OPTIONS IDENTIFIED HEREIN AT THE PRICE STATED FOR EACH OF THE OPTIONS. LOCKHEED MARTIN SHALL EXERCISE THESE OPTIONS BY WRITTEN NOTICE TO SELLER AT ANY TIME UP TO THE OPTION EXPIRATION DATE. LOCKHEED MARTIN SHALL NOT BE LIABLE TO SELLER IN ANY MANNER IN THE EVENT OPTIONS ARE NOT EXERCISED.

OPTION NAME: OPTION 2019

OPTION EXPIRATION DATE: JANUARY 31, 2019

OPTION PRICE (TOTAL): \$5,000,000.00

THE FOLLOWING IS THE ANTICIPATED SCHEDULE OF RELEASES:

BASE YEAR: \$5,000,000.00 UPON CONTRACT AWARD

OPTION 1: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2018

OPTION 2: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2019

OPTION 3: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2020

OPTION 4: \$5,000,000.00 TO BE EXERCISED NO LATER THAN JANUARY 31, 2021



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

PERIOD OF PERFORMANCE SHALL BEGIN UPON CONTRACT AWARD AND SHALL END ON DECEMBER 31, 2021.

THIS PO SERVES AS A VEHICLE TO FACILITATE THE ACCUMULATION OF BILLING EXPENDITURES. ALL CWEP PARTICIPANTS WILL ENTER THEIR TIME INTO THE LOCKHEED MARTIN APPROVED PROCUREMENT SYSTEM P2P VIA THE VIP TIME KEEPING DATABASE. THE HOURS ARE APPROVED IN ADVANCE BY THE LOCKHEED MARTIN MANAGER AND CANNOT EXCEED THOSE ESTABLISHED IN THE CONTRACT.

TERMS AND CONDITIONS AND RATES ARE PER "COLLEGE WORK PROGRAM BLANKET CONTRACT" DATED 02/21/2017 MADE A PART HEREOF BY REFERENCE.

PO Version Documentation:

Modification 01

Added \$5,000,000 funding to cover until the January 31,2019.

Previous PO Value = \$5,000,000.00

Dollar value of Revision 001 = \$5,000,000.00

New Total PO value = \$10,000,000.00

Buyer has the right to exercise 1 year option before the

POP expires on January 31,2019.

Terms and Conditions Text:

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety. Copies of Terms and Conditions referenced in this Contract may be obtained from the Lockheed Martin web address <http://www.lockheedmartin.com/us/suppliers/tandc.html> or the Lockheed Martin procurement representative.

Doc Number: PER AGREEMENT W/UCF Revision Date: Form/Exhibit:

Title:

Tax Cert URL:

<http://www.lockheedmartin.com/content/dam/lockheed/data/corporate/documents/p2p/44direct.pdf>

Line	Item	Quantity	Unit	Price	Price Unit	Currency	Item Total
1		1.000	Activ.unit	10,000,000.00	1	USD	10,000,000.00



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

Item Description							
Description:		Contract Labor					
Part Revision Number (if applicable):		N/A					
Service Details							
Line	Service	Description	Quantity	Unit	Gross Price	Currency	Item Total
10		Contract Labor	1.000	Activ.unit	10,000,000.00	USD	10,000,000.00
Schedule							
Quantity: 1.000 Activ.unit		Contract Delivery Schedule: 01/31/2019					
Item Ship to							
Lockheed Martin Corporation 1701 W. Marshall Drive GRAND PRAIRIE TX 75051-3601 USA							
DPAS Rating / Prime Contract							
Quantity			Prime Contract			DPAS	
1.000							
Line item Contract Type, Status							
TIME AND MATERIAL				DEFINITIZED.			
FOB							
FOB (F.O.B. Origin Freight Collect) SEE PO TEXT FOR ROUTING URL							
Carrier							
https://procure.external.lmco.com/irj/portal/LMRoutingGuides Please select Exostar from the dropdown menu. Log into LMP2P and access the Routing Guides from the left hand side link on the LMP2P Home page.							
Tax							
Exemption Desc: Nontaxable							
PO Codes (See Appendix A for PO Code Notes)							
Notes ID:100/Qualifier Code:P ADDITIONAL TERMS AND CONDITIONS AND TAX INFORMATION Notes ID:111/Qualifier Code:P							



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

MFC ESH CONTRACTOR MANUAL AND ORIENTATION

Notes

Appendix A: PO Code Notes

Notes ID:100/Qualifier Code:P

24 August 2016

1.,,Terms and conditions

1.1.,,When reviewing this purchase order in P2P, Supplier may:

"accept"<(>,<)>

"reject"

In the event that you "acknowledge with comments", your comments will have no force and affect on the contract unless specifically agreed to, in writing, by the Lockheed Martin buyer. Acknowledgement with comments acts as an acceptance of Lockheed Martin terms and conditions and purchase order notes. In the event that you have an issue with the purchase order as issued, defer taking further action until contacting the buyer and resolving the issue.

1.2.,,Seller agrees that the manufacturing and/or fabrication of work being delivered under this contract will be performed at the location indicated on the Seller response to the solicitation and will not be moved to another production facility without the prior express written approval of Lockheed Martin.

1.3.,,Advance notification from Supplier on production changes; the Seller shall make no changes to work under this contract including any change in design, manufacturing process, materials, or otherwise which may affect form, fit, or function of the work without prior notification to and approval by the Lockheed Martin Procurement Representative. Such notification shall consist of detailed drawings clearly defining such changes and the date such changes are proposed to be effective. Such notification shall not constitute approval of the proposed change nor relieve Seller of Seller's obligation to comply with requirements contained in this contract. If the proposed change is approved, the change shall be incorporated into this contract by amendment.



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

1.4.,,It is incumbent upon the Seller to ensure that their EXOSTAR profile is current.

1.5.,,1.5. If this order involves delivery of hazardous material, packaging and shipment of such material must comply with Department of Transportation regulations, title 49 CFR, and the OSHA hazard communication standard CFR 1910.1200. A safety data sheet (SDS) must be provided to the buyer by the Seller as a condition of this order.

Seller shall enter buyer's purchase order number on the top right of first page of the SDS. The warning label required by 29 CFR 1910.1200 shall not be obscured by other stamps or labels.

1.6.,,When a SDS is required, Seller shall mail it separately, before material is shipped the first time, to the applicable address below. A SDS must also accompany every shipment. All locations are part of Lockheed Martin Missiles and Fire Control: purchase order from:

Camden, Arkansas; send SDS to: ESH Mgr, M143 bldg., PO Box 1015, Camden, AR 71711

Dallas, Texas; send SDS to: ESH Mgr, M/S: ESH-00, PO Box 650003 Dallas, TX 75265-0003

Lufkin, Tx; send SDS to: Safety Mgr, PO Box 150340, Lufkin, TX 75915

Chelmsford, MA;send SDS to: Safety Mgr, 16 Maple Road, Chelmsford, MA 01824

White Sands Missile Range, NM; send SDS to: LM Missile and Fire Control, ESH Mgr, PO Box 57, Mail Station WSM-57, White Sands Missile Range, NM 88002

1.7.,,"Labeling requirements, ozone-depleting substances" new Federal EPA Regulations, pursuant to the Clean Air Act Amendments of 1990, Title VI, require labeling of all containers of, and all products containing or manufactured with, specific ozone-depleting substances. Submission of a proposal, or acceptance of this order is certification that the labeling requirements of section 611 of the Clean Air Act as implemented by 40 CFR part 82, Subpart E have been complied with.

1.8.,,The Seller shall notify the buyer in writing within 24 hours of termination of employment of any employee who has been granted access to



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

the buyer's workgroup collaboration system (Livelihood).

1.9.,,Notwithstanding any other provision of this contract, facilitating payments as defined in the united states foreign corrupt practices act (15 U.S.C. §§ 78dd-1, et seq.) Shall not me made by Seller in connection with the performance of this contract.

2.,,Shipping/Packaging Information

2.1. Requirements that are identified herein as FOB shipping point require Seller interface with Lockheed Martin transportation prior to hardware or item shipment. The buyer will not pay for shipping expenses that are arranged by the Seller and invoiced to the buyer. Detailed shipping instructions are located at the Lockheed Martin P2P portal

<https://procure.external.lmco.com/irj/portal/lmroutingguides> you will be prompted to logon to EXOSTAR before accessing this URL.

2.2.,,Each line item on the purchase order must be shipped in separate packaging. This is essential and necessary to meet requirements even though part numbers may be the same for two separate line items.

Individual line items are generated by the buyer to support both commercial and government requirements and may require different processing before final delivery to the customer.

2.3.,,If any item on this order is to be shipped in place or drop shipped to a location other than Lockheed Martin Missiles and Fire Control, the Seller shall complete the Inbound Delivery and Barcode per paragraph 2.4. The Seller shall furnish to the Buyer a copy of the shipping document/packing slip.

2.4. Barcode:

''

The LMP2P SHIP TO LMC guidebook is located:

<http://www.myexostar.com/WorkArea/DownloadAsset.aspx?id=315>

To directly access the Exostar P2P Portal link go to

<https://portal.exostar.com>

The following Barcode requirements shall apply to all Purchase orders.

The supplier shall print and supply two Barcode labels before shipping your product to Lockheed Martin. One label is to be attached to the container and the second label is to be attached to the packing slip.



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

The Barcode is created using the P2P "SHIP TO LMC" process. During the SHIP TO LMC process, an Inbound Delivery number will be created and displayed as part of the Barcode document. Creating the Inbound Delivery number is critical to processing the receipt and invoicing.

3. General Information:

3.1.,,For FAQs and LMP2P support guides, check out:
<http://www.myexostar.com/myexostarall.aspx?id=1362>

Thank you for your continued support.

Notes ID:111/Qualifier Code:P
(21 June 2017)

The Contractor

- . , Shall comply with all federal, state, county and city environmental, safety, health and fire standards.
- . , Shall comply with the Lockheed Martin Missiles and Fire Control environmental, safety and health contractor manual and the local site safety orientation
- . , Perform contracted work safely. Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the contract monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

*****OLD NOTE LANGUAGE*****
(25 May 2010)

Contractors shall comply with all federal, state, and local environmental, safety, and health standards including but not limited to the following:

- (1) The occupational Safety and Health Standards (29 CFR 1910) - General Industry.
- (2) The Occupational Safety and Health Standards (29 CFR 1926) - Construction Industry.
- (3) Environmental protection Agency Standards (40 CFR).
- (4) The National Electric Code and NFPA 70E.



Purchase Orders: 4102886387

Amendment Number: 1

Order Date: 01/25/2018

- (5) The NFPA 101 Life Safety Code.
- (6) All Lockheed Martin Missiles and Fire Control Environmental Safety and Health Policies as they apply to the work being performed. The applicable policies are available upon request.
- (7) The requirements in the Lockheed Martin Missiles and Fire Control Environmental, Safety and Health Contractor manual and orientation.
Contractors that perform unsafe acts or create unsafe conditions may be subject to a stoppage of work until the unsafe condition is rectified to the satisfaction of the Contract Monitor. Stoppage of work for unsafe conditions will not constitute grounds for an adjustment to the contract.

Total Purchase Order Value	10,000,000.00 USD
End of Document	

Attachment E

**COLLEGE CWEP PROGRAM (CWEP)
BLANKET CONTRACT**

This Contract, made and entered into as of 1 JANUARY 2017, by and between Lockheed Martin Corporation, a Maryland Corporation with offices located at 5600 Sand Lake Road, Orlando, Orange County, Florida (hereinafter referred to as "LOCKHEED MARTIN"), and The University of Central Florida Board of Trustees, with an office located 12201 Research Parkway, Suite 501, Orlando, FL 32826 (hereinafter referred to as "UNIVERSITY"). LOCKHEED MARTIN and the UNIVERSITY may hereinafter be referred to individually as "Party" and collectively as "Parties".

WITNESSETH

That in consideration of the mutual covenants set forth herein, the Parties hereto do hereby mutually agree.

1. PURPOSE

All work shall be performed in accordance with the terms of this Contract including the Appendices which are incorporated herein. The UNIVERSITY shall furnish to LOCKHEED MARTIN, as requested, its employees (herein after referred to as CWEP Students) in accordance with the UNIVERSITY Academic Curriculum, Enrollment Classifications, Applicant Qualifications, and agreed upon Pay Rates and Billing Rates. The requirements to be considered qualified as CWEP Students are delineated in the UNIVERSITY CWEP.

2. CONTRACT TYPE

This Fixed Rate Contract, with Rate being defined as the hourly Billing Rate paid to the UNIVERSITY as compensation for each hour of work performed by its CWEP Students under this Contract.

3. SCOPE

This Contract authorizes but does not obligate LOCKHEED MARTIN to make requests for utilization of the UNIVERSITY'S CWEP Students in the performance of work as described herein. The extent of LOCKHEED MARTIN'S financial liability under this Contract shall be to pay for services received in accordance with the Contract and pursuant to CWEP Student time sheets received hereunder. The UNIVERSITY agrees that LOCKHEED MARTIN is not obligated to request any minimum quantity of services, nor is it limited to any specific maximum quantity of services under this Contract and shall be subject only to the UNIVERSITY'S ability to recruit and place qualified CWEP Students, and to adhere to the elements of the Contract.

4. PERIOD OF PERFORMANCE

This Contract shall begin on January 1, 2017 and shall end on December 31, 2021 unless terminated earlier as provided in Clause 11, unless the Parties mutually agree to extend the Period of Performance by modification of this Contract.

5. WORK FACILITIES

LOCKHEED MARTIN will provide, at no cost to the UNIVERSITY, working space including facilities and supplies necessary to support UNIVERSITY CWEP Students in the performance of their assigned tasks.

UNIVERSITY and CWEP Students shall comply with the requirements and guidance detailed in the MFC Environmental, Safety and Health Contractor Manual, attached hereto as Appendix J.

6. UNAUTHORIZED INSTALLATION OF SOFTWARE

Neither UNIVERSITY nor any person acting on behalf shall bring any software into a facility owned, operated or under the control of LOCKHEED MARTIN or install any software into any computer system owned, operated or under the control of LOCKHEED MARTIN.

UNIVERSITY shall include the above paragraph in all Student Work Agreements relating to work to be or being performed at LOCKHEED MARTIN.

7. LOCATION OF WORK

The UNIVERSITY shall furnish the services of its CWEP Students at the facilities of LOCKHEED MARTIN CORPORATION located at 5600 Sand Lake Road, Orlando, Florida, or at such location or locations that may be agreed by the Parties.

8. SECURITY REQUIREMENTS

If access to classified information will be required in the performance of all or a portion of the services described under this Contract, the UNIVERSITY shall comply with the security clearance requirements of the United States Government as set forth in the current edition of the "Industrial Security Manual for Safeguarding Classified Information", and any other pertinent Governmental security regulations. The required security classification level for each CWEP Student shall be stated at the time of release issuance. Each CWEP Student shall obtain the required clearance prior to obtaining access to such classified information.

9. DRUG SCREEN AND BACKGROUND CHECKS

All CWEP Students of the UNIVERSITY assigned to work at LOCKHEED MARTIN facilities shall be subject to LOCKHEED MARTIN Safety and Security Rules and Regulations and will require satisfactory background screening and urine drug screening.

DRUG SCREENING

Drug Screening must be completed prior to the commencement of work and such drug screening must have been administered within the previous thirty (30) consecutive days.

Drug Screening must be accomplished through a NIDA approved test company, approved in writing by LOCKHEED MARTIN, prior to CWEP Student's reporting date. Drug Screening shall test for the substances identified to the approved testing company by LOCKHEED MARTIN's Medical and Health Services.

Results of the drug screen to be filed by the UNIVERSITY. No person that has a positive drug test shall be assigned to work at LOCKHEED MARTIN facilities. Negative drug screening tests must be made available to LOCKHEED MARTIN's Medical and Health Service if requested.

The drug screen results are valid for the duration of the CWEP Student's assignment at LOCKHEED MARTIN's facilities. UNIVERSITY CWEP Students leaving a position at LOCKHEED MARTIN's

facilities for over twenty-one (21) consecutive days must be retested (drug screen) prior to being reassigned to LOCKHEED MARTIN facilities.

LOCKHEED MARTIN shall have the absolute right to direct that a UNIVERSITY CWEP Student assigned to LOCKHEED MARTIN facilities be tested for drug or alcohol usage on a probable cause basis. UNIVERSITY supervision assigned to each LOCKHEED MARTIN facility also shall be required to direct drug or alcohol testing of any UNIVERSITY CWEP Student assigned to LOCKHEED MARTIN facilities when such supervisor believes probable cause to exist.

BACKGROUND SCREENING

Background screening of each University CWEP Student is required before entering any LOCKHEED MARTIN facility. Background Screening shall be the responsibility of the UNIVERSITY and must be performed annually on all CWEP Students who are assigned to actively work at LOCKHEED MARTIN and must follow all LOCKHEED MARTIN facility security requirements.

The background screening will be performed through the preferred third party provider, approved by LOCKHEED MARTIN, pursuant to the Lockheed Martin Contractor Screen Program. Screening will include Local County Felony and Misdemeanor, National criminal Database, Social Security Number Verification, and terrorist watch and disbarred lists. UNIVERSITY must register all CWEP Student with the Lockheed Martin Contractor Screening Program at the following web address: <https://ca.fadv.com/CA/welcome.do?lmc>, before unescorted physical access to Lockheed Martin controlled or owned facilities in the United States will be granted. Instructions for complying with this requirement are attached hereto at Appendix I.

A written request for an exception to either the drug or background screening must be submitted in writing and approved by the Security Manager for LOCKHEED MARTIN which may be granted at LOCKHEED MARTIN sole discretion. The UNIVERSITY must complete these checks for individuals assigned to LOCKHEED MARTIN prior to working on any LOCKHEED MARTIN site.

CWEP Students already assigned to LOCKHEED MARTIN as of the first day of this Contract will not be subject to the foregoing drug screening and background checks unless or until such time as they no longer perform work for the UNIVERSITY under this Contract for over twenty-one (21) consecutive days.

10. AUTHORIZED REPRESENTATIVES

Only the Authorized Representatives of LOCKHEED MARTIN and the UNIVERSITY have authority on behalf of their respective employers to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

Any modification to a CWEP Student's performance period must be agreed to by an Authorized Representative of either LOCKHEED MARTIN or the UNIVERSITY.

LOCKHEED MARTIN AUTHORIZED REPRESENTATIVES:

Human Resources matters:

Cathy Cantwell
Lockheed Martin Corporation
5600 Sand Lake Road
Orlando, FL 32819

407-356-3364
cathy.a.cantwell@lmco.com

Procurement/Contract matters:

Michelle Francis
Lockheed Martin Corporation
5600 Sand Lake Road
Orlando, FL 32819
407-356-5820
MP141
michelle.d.francis@lmco.com

UNIVERSITY AUTHORIZED REPRESENTATIVES:

UNIVERSITY On-Site Coordinator:

Mark Greenwood, Assistant Director
University of Central Florida
Lockheed Martin College Work Experience Program
UCF Career Services Department
UCF Phone: 407-823-3314
Lockheed Phone: 407-356-7017
UCF Fax: 407-823-5909
Mark.Greenwood@ucf.edu
Mark.I.Greenwood@lmco.com

UNIVERSITY Principal Investigator:

Lynn Hansen, Executive Director
University of Central Florida
Career Services
407-823-2362
Lynn.Hansen@ucf.edu

UNIVERSITY Contract Manager:

Jane Gentilini
Office of Research and Commercialization
12201 Research Parkway, Suite 501
Orlando, FL 32826
Office: 407-882-1452
Jane.Gentilini@ucf.edu

The list of Authorized Representatives may be amended from time to time at the discretion of the each Party, by written notice to the other Party.

11. TERMINATION

- a. This Contract may be terminated for the convenience of LOCKHEED MARTIN or the UNIVERSITY at their sole discretion without default by either Party. In such case, LOCKHEED MARTIN shall be liable only for those services rendered prior to the date the termination becomes effective.
- b. LOCKHEED MARTIN shall have the right to require the UNIVERSITY to remove from the worksite any CWEP Student as LOCKHEED MARTIN may lawfully request.

12. PAYMENT

The UNIVERSITY shall be paid for services provided under this Contract upon receipt of an authorized CWEP Student's time sheet and approved UNIVERSITY'S Invoice as created by LOCKHEED MARTIN.

The applicable Pay Rates /Billing Rates for performance hereunder shall be set forth in the confirmation of release and shall be in accordance with Appendix C.

Additional categories of labor skills and applicable rates may be negotiated by the Parties hereto and added to Appendix C from time to time. Likewise, categories of labor skills may be deleted or amended as agreed by the Parties.

When a CWEP Student changes enrollment classification (i.e., from freshman to sophomore, etc.), it shall be the responsibility of the UNIVERSITY to notify LOCKHEED MARTIN of such changes in enrollment classification prior to the effective date of such changes.

The hourly straight time Billing Rates shall be determined using Appendix C. The straight time Billing Rate is the product of the Pay Rate multiplied by the UNIVERSITY'S total mark-up. The Billing Rate percentage shall include all overhead, general and administrative expenses, Federal and State (including FICA) payroll taxes, background checks, all other indirect expenses attributable to employment of the CWEP Student by the UNIVERSITY, and all other charges by the UNIVERSITY.

LOCKHEED MARTIN and the UNIVERSITY agree that no CWEP Student shall work in excess of twenty-five (25) hours per each work week at LOCKHEED MARTIN. This limit to hours per week shall apply to both the performance during Academic Semester and the performance during Summer Breaks, inclusive of Holiday and Spring Breaks.

Likewise, CWEP Students shall not work or be paid for designated LOCKHEED MARTIN or UNIVERSITY holidays/shut down days unless approved by the CWEP Coordinator.

In addition, no payment will be made by LOCKHEED MARTIN for wages for days on which the CWEP Student is absent from work, including absence due to illness, leave, vacations, funerals, or for any other reason.

The amount to be paid for time worked by the CWEP Student shall be computed by multiplying the applicable hourly straight time Billing Rate set forth in Appendix C by the number of straight time hours worked. Fractional parts of an hour shall be payable in one-tenth hour (.1) increments only.

Only "allowable costs" as defined in Section 31.3 of the Federal Acquisition Regulations shall be included in the markup/indirect rate percentage. The Pay and Billing Rates set forth in Appendix C and the markup/indirect rate percentage shall be fixed for the Period of Performance of this Contract and the term of any release issued hereunder. In the event of any Federal or State mandated changes which would impact the UNIVERSITY'S ability to cover costs under the terms of this Contract, the UNIVERSITY shall give NINETY (90) days notice prior to the effective date of change. This notice shall include data which documents the cost changes and provides justification for any rate change. If LOCKHEED MARTIN elects to continue with this Contract, the Parties will negotiate the impact of such change. In no event shall any negotiated adjustment include cost incurred by the UNIVERSITY prior to the effective date of the change.

It is recognized that all or a portion of the CWEP Students will be directly charging their work time to a U.S. Government Contract. For those CWEP Students, the UNIVERSITY will comply with Appendix D.

13. INVOICING

The UNIVERSITY is not required to submit invoices for labor hours worked since LOCKHEED MARTIN shall compute such payments using the LM P2P – VIP System as provided above. LOCKHEED MARTIN shall pay the UNIVERSITY for all labor hours worked by its students through an automated system.

The UNIVERSITY retains the right to conditionally accept any payment as completed and accurate relative to the billing period supporting such payment. The UNIVERSITY shall notify LOCKHEED MARTIN's Contract Monitor and Contract Administrator of any discrepancies relative to payment within ninety (90) days after each payment.

14. INDEPENDENT CONTRACTOR

The UNIVERSITY shall perform its obligations under this Contract as an independent contractor and not as an agent, servant, or representative of LOCKHEED MARTIN. For all purposes, CWEP Students furnished for the performance of this Contract shall be the employees of the UNIVERSITY only and certified as such and subject to its control. The UNIVERSITY shall fully perform all of its lawful duties as an employer. Nothing contained in this Contract shall be construed as granting to UNIVERSITY or any personnel of UNIVERSITY rights under any LOCKHEED MARTIN benefit plan.

15. PUBLICITY

Without written permission of LOCKHEED MARTIN, the UNIVERSITY shall not issue any news releases or publish any advertising, promotion piece or publicity of any kind using the name of LOCKHEED MARTIN CORPORATION or any variation thereof, including Trademark or logo owned by LOCKHEED MARTIN, nor should they imply any relationship exists between it and LOCKHEED MARTIN.

16. HIRING

LOCKHEED MARTIN agrees not to hire as its own employee any CWEP Student providing services hereunder for a period of not less than three (3) months after termination of work from the LOCKHEED MARTIN CWEP. This provision is not applicable to those CWEP Students who have completed their Academic Curriculum when such can be substantiated by baccalaureate or higher degree, or are certified as having completed their program by the University On-Site Coordinator.

17. TERMS AND CONDITIONS

This Contract and the following documents shall apply to the performance of all services rendered hereunder; attached hereto and made a part hereof by references:

APPENDIX A – Statement of Work
APPENDIX B – College CWEP Program Guidelines (CWEP)
APPENDIX C – Pay Rates and Billing Rates
APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FAR AND DFARS CLAUSES
APPENDIX E – Student Assignment and Non-disclosure agreement
APPENDIX F – LOCKHEED MARTIN Supplier Code of Conduct
APPENDIX G – Proprietary Information Agreement between UNIVERSITY and LOCKHEED MARTIN
APPENDIX H – Unauthorized Software; Drug and Background Screening
APPENDIX I – LOCKHEED MARTIN MFC Contractor Screening Guide
APPENDIX J – LOCKHEED MARTIN MFC Environmental, Safety and Health Contractor Manual

18. CWEP STUDENT ASSIGNMENT AND NON DISCLOSURE AGREEMENT

The UNIVERSITY agrees that any proprietary information of LOCKHEED MARTIN, whether or not patentable and of any kind of nature whatsoever, shall not in any way or manner be used or disclosed by the UNIVERSITY to any person, business, or organization, to the extent permitted by law, and pursuant to Paragraph 27 of this Agreement and the terms specified in the PIA, Appendix G. LOCKHEED MARTIN shall, at its discretion, require CWEP Students to attend Safeguards Non-Disclosure Briefing held and controlled by LOCKHEED MARTIN and sign the Appendix E, "Student Assignment and Non-Disclosure Agreement."

19. INSURANCE

The UNIVERSITY shall maintain at its expense for the duration of this Contract Workmen's Compensation to meet statutory limits and Employer's Liability, Comprehensive General Liability Insurance and other insurance as will furnish reasonable protection against claims which may arise from operations under this Contract, whether such operations be by the UNIVERSITY or anyone directly or indirectly employed by either of them. The UNIVERSITY as an agency of the State of Florida belongs to the State Self Insured Plan as established by the Insurance Commission of the State of Florida. Certificates of such insurance shall be filed with LOCKHEED MARTIN. Provisions shall be made for thirty (30) days advance written notice, by mail to LOCKHEED MARTIN of changes in or cancellation of any such insurance. UNIVERSITY and LOCKHEED MARTIN further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

20. RECORDS

The UNIVERSITY agrees to maintain accurate books, records, documents, and any other evidence pertaining to the costs and expenses of this Contract (hereinafter collectively called "records"), for four (4) years after the expiration date of this Contract, to the extent and in such detail as will properly support all hours performed, other costs and expenses of whatever nature for which reimbursement is claimed

under the provisions of this Contract.

21. RESPONSIBILITY

To the extent permitted by applicable State of Florida Law (to include the liability caps set forth in Section 768.28, Florida Statutes), regardless of the number or nature of claims in tort, contract or equity, the UNIVERSITY shall be responsible for and hold harmless LOCKHEED MARTIN from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs which LOCKHEED MARTIN may sustain or incur in consequence of (i) UNIVERSITY's failure to pay any employee for the work rendered under this Contract.

22. ETHICAL PRACTICES

UNIVERSITY, by execution of this Contract, agrees that it is familiar with, understand, and will comply with the applicable standards and requirements set forth in the paragraphs in the LOCKHEED MARTIN Supplier Code of Conduct, attached hereto as Appendix F to this Contract. The UNIVERSITY shall provide a copy of Appendix F to each CWEP Student.

23. APPLICABLE LAWS

This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of Florida without regard to its conflicts of laws provisions, except that any provision of Appendix D shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards or contracts appeals, and quasi-judicial agencies of the federal Government.

The Parties, in the performance of this Contract, agree to comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. The Parties shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal governmental authority.

24. DISPUTES

All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

25. EXPORT CONTROL

The UNIVERSITY agrees to comply, and will ensure that its employees, faculty, graduate assistants, students, and CWEP Students comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., and the Export Administration Regulations, 15C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, UNIVERSITY agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons including its employees, faculty, graduate assistants, students, and CWEP Students, without the authority of an export

license, agreement, or applicable exemption or exception.

26. GRATUITIES AND KICKBACKS

The UNIVERSITY shall not offer or give a kickback or gratuity, in the form of entertainment, gifts, or otherwise, for the purpose of obtaining or rewarding favorable treatment as a LOCKHEED MARTIN supplier. By accepting this Contract, UNIVERSITY certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52 203-7 or the Anti-Kickback Act of 19896 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c) (1) of FAR 52.203-7 shall not apply.

27. INFORMATION OF THE PARTIES

Information provided by one Party to the other remains the property of the disclosing Party. Each Party agrees to comply with the terms of the Proprietary Information Agreement set forth in Appendix G, and to comply with all proprietary information markings and restrictive legends applied by the disclosing Party. Each Party agrees not to use any proprietary information provided by the other for any purpose except to perform this Contract and to the extent permitted by law, and pursuant to Paragraph 27 of this Agreement and the terms specified in the PIA, Appendix G. agrees not to disclose such information to third Parties without prior written consent of the disclosing Party. Each Party shall maintain data protection processes and systems sufficient to adequately protect provided information and comply with any law or regulation applicable to such information.

If a Party becomes aware of any compromise of information provided by the other, (an "Incident"), that Party will take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to the other soon after learning of the Incident. As used in this Section, "compromise" means that any information provided by a Party has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Contract. Each Party will additionally provide its reasonable cooperation to the other in any investigation it may conduct regarding the nature and scope of any Incident.

Any provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the internet, or (ii) during electronic storage if potentially accessible by the internet or otherwise by non-authorized users.

The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the Parties.

28. NOTICES

All notices pertaining to this Contract shall be in writing, and shall be deemed to have been duly given by a Party if served upon the other personally, or is sent to the other by certified or registered mail, or by email. Notice by mail shall become effective when received. All notices or communications from each Party to the other shall be addressed as follows:

LOCKHEED MARTIN CORPORATION
Michelle Francis
Subcontract Administrator Sr.
5600 Sand Lake Road
MP141
Orlando, FL 32819

UNIVERSITY OF CENTRAL FLORIDA
Jane Gentilini
Contract Manager
12201 Research Pkwy.
Suite 501
Orlando, FL 32826

michelle.d.francis@lmco.com

jane.gentilini@ucf.edu

29. INTELLECTUAL PROPERTY

UNIVERSITY agrees that LOCKHEED MARTIN shall be the sole owner of any and all inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered by any CWEP Student performing pursuant to this Agreement. If necessary to perfect LOCKHEED MARTIN'S ownership interest, UNIVERSITY shall assign all rights, title and interest that may accrue to it in any and all inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered by any CWEP Student performing pursuant to this Agreement.

30. RELEASE OF INFORMATION

Neither Party shall, without the prior written consent of the other Party, disclose any information of any nature whatsoever relative to this Agreement except as may be required to ensure performance or is required by law. The UNIVERSITY shall not use "Lockheed Martin," "Lockheed Martin Corporation" or any other name, trademark or logo owned by LOCKHEED MARTIN, in whatever shape or form, without the prior written consent of LOCKHEED MARTIN. LOCKHEED MARTIN shall not use "UCF", "University of Central Florida", or any other name or trademark or logo owned by UNIVERSITY, in whatever shape or form, without the prior written consent of UNIVERSITY.

LOCKHEED MARTIN recognizes that the UNIVERSITY may wish to publish certain information for a student thesis, dissertation, publication or presentation and LOCKHEED MARTIN agrees that it will not, after being given the opportunity to examine the relevant draft, prevent such publication in accordance with normal academic custom, provided that: (a) it may be necessary for such publication to be delayed in order not to prejudice the obtaining or validity of intellectual property rights in any country of the world, and (b) such results or information shall not include any information that LOCKHEED MARTIN deems proprietary or confidential. Any delay in publication shall not exceed ninety (90) days from the date LOCKHEED MARTIN receives a copy of the proposed publication.

31. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

32. WAIVERS, APPROVALS, AND REMEDIES

Failure by either Party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a Party thereafter to enforce such provision or law. LOCKHEED MARTIN'S approval of documents shall not relieve UNIVERSITY of its obligation to comply with the requirements of this Contract. The rights and remedies of either Party of its Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

33. CHANGES

The LOCKHEED MARTIN Procurement Representative may at any time, by written notice to and

acceptance by UNIVERSITY, make changes within the general scope of this Contract.

If any such change causes an increase in the cost of, or the time required for, performance of any part of this Contract, LOCKHEED MARTIN shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly.

UNIVERSITY must assert its right to an equitable adjustment under this paragraph within thirty (30) days from the date of receipt of the written change order.

Failure to agree to any adjustment shall be in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse UNIVERSITY from proceeding without delay in the performance of the unchanged tasks of this Contract.

34. FURNISHED PROPERTY

LOCKHEED MARTIN may provide to CWEP Students property owned by either LOCKHEED MARTIN or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

Title to Furnished Property shall remain in LOCKHEED MARTIN or its customer. LOCKHEED MARTIN shall clearly mark (if not so marked) all Furnished Property to show its ownership.

Except for reasonable wear and tear, the UNIVERSITY shall be responsible for, only to the extent covered by the UNIVERSITY's insurance coverage, loss or damage caused by the negligence of its CWEP Students, as well as the failure to return or unauthorized use of Furnished Property.

35. SURVIVABILITY

If this Contract expires, is completed, or is terminated, the Parties shall not be relieved of their respective obligations contained in the following provisions:

- Applicable Laws
- Disputes
- Export Control
- Independent Contractor
- Information of the Parties
- Insurance
- Intellectual Property
- Notices
- Records
- Responsibility
- Security Requirements
- CWEP Student Non-Disclosure Agreement

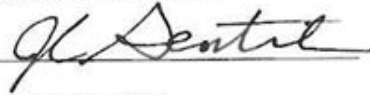
36. ENTIRE AGREEMENT

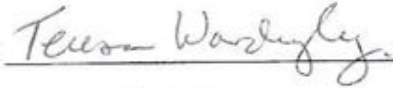
This Contract supersedes all prior offers, negotiations or agreement, expressed or implied, concerning the subject matter hereof and constitutes the final complete and entire agreement between the Parties. Any terms or conditions proposed by either Party inconsistent with or in addition to the provisions expressed in this Contract shall be void and of no effect unless specifically agreed to in writing by the Authorized Representative of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and first year written above.

THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES

LOCKHEED MARTIN CORPORATION

By: 

By: 

Name: Jane Gentilini _____

Name: Teresa Wardingley

Title: Associate Director, Contracts & Grants

Title: Director, Category Management

Date: 2/20/2017

Date: 

APPENDIX A
COLLEGE WORK EXPERIENCE PROGRAM (CWEP)
STATEMENT OF WORK

1. AUTHORIZED REPRESENTATIVE

As described in this Contract the UNIVERSITY shall provide an on-site coordinator who shall be responsible for the following:

- Review College Work Experience Program Applications, certificates of Citizenship, and compliance with Contract requirements.
- Receive, review, and activate “Release Authorization Plan (RAP) for Contract Labor Acquisition” (Release) on each qualifying CWEP Student
- Coordinate efforts for placement of CWEP Students.
- Responsible for all interview scheduling, offers, onboarding, Lockheed Martin systems set up, and program exits, as well as ensuring the policies and procedures for students are being followed at Lockheed Martin worksite.
- Act as the Lockheed Martin Functional Coordinator for the UCF/Lockheed Martin College Work Experience Program
- Review student’s time cards and approve for University certification.
- Receive and review evaluations of College Work Experience Program students
- Keep appropriate Contract Monitor apprised of any necessary changes in a College Work Experience Program student release due to changes in department, supervision, and/or classification.
- Will serve as the College Work Experience Program student’s primary point of contact.

2. The UNIVERSITY and its College Work Experience Program participants shall put forth their best efforts on behalf of Lockheed Martin in the performance of work under this contract. The UNIVERSITY shall furnish LOCKHEED MARTIN only those participants who are bona fide United States citizens and aliens authorized to work in the United States that have met the requirements set forth by the UNIVERSITY and LOCKHEED

MARTIN. As a Defense Contractor, LOCKHEED MARTIN is subject to security restrictions imposed upon it by the United States Government, therefore, LOCKHEED MARTIN may be precluded from placing other than U.S. citizens in certain positions. Such personnel shall perform ordered services diligently and in a timely manner in accordance with the highest professional standards under the direction of the UNIVERSITY.

3. The specific task assignment to be performed by the UNIVERSITY'S College Work Experience Program participants shall be made by the LOCKHEED MARTIN Program Monitor/Immediate Supervisor as indicated in each release. Task assignments shall be in accordance with the academic curriculum of the student and are subject to the specific approval of the UNIVERSITY'S on-site coordinator.

4. FACILITIES

Work Experience Students shall not be entitled to utilize LOCKHEED MARTIN recreation facilities. No Work Experience Student shall use any LOCKHEED MARTIN Equipment or supplies to conduct personal business at any time. The University shall inform its Work Experience Students of these restrictions prior to commencement of work hereunder.

5. CWEP STUDENT INTERVIEWS

Any of the UNIVERSITY Work Experience Students may be interviewed in person or by telephone by LOCKHEED MARTIN, at its option and expense. In cases where such interviews are undertaken, it is required that the Work Experienced Student interview be first arranged and coordinated by the UNIVERSITY Representative. At no time, under the performance of the contract, shall the UNIVERSITY permit or authorize its Work Experience Students to interview without the prior consent of the requesting LOCKHEED MARTIN representative.

6. WORK EXPERIENCE STUDENTS REPORTING

All Work Experience Students must report to the designated LOCKHEED MARTIN representative following clearance by the UNIVERSITY on-site coordinator. At such time of reporting, the Work Experience Student shall present a signed certification of

direct labor rates being paid to said CWEP Student and that he or she is a bona fide United States Citizen or alien authorized to work in the United States. Such Certification must be duly executed by the UNIVERSITY on-site coordinator.

7. EXIT INTERVIEWS

UNIVERSITY shall take such steps as required to insure that all Work Experience Students, upon completion of their work assignment at LOCKHEED MARTIN. Exit through LOCKHEED MARTIN'S College Work Study Office located at the Facility authorizing exit interviews.

8. Work Schedule

LOCKHEED MARTIN hereby agrees to limit CWEP Students weekly performance to those hourly limitations set forth below. Any deviation to such limitations must be bilaterally approved by the parties hereto prior to the effective date of such a deviation. Hourly work week limitations are as follows:

- Maximum 25.0 hours per each work week during the UNIVERSITY'S Academic Semester for Undergraduate Students
- Maximum 25.0 hours per each work week during the UNIVERSITY'S Academic Semester for Graduate Students
- Maximum 25.0 hours per each work week during Semester Breaks
- Maximum 25.0 hours per each work week during Summer Semester provided the classes taken are less than twelve (12) credit hours during summer session. The working hours may be limited by the Contract Monitor and the on-site coordinator.
- Maximum 9.0 hours per day unless approved otherwise by the CWEP Coordinator

The Work Experience Student shall record all hours worked on the LOCKHEED MARTIN VIP System at the end of the day in a complete status. The Work Experience Students Program Monitor or immediate supervisor will review VIP and will approve online in the VIP system as evidence of his/her approval of the time worked by the Work Experience Students. VIP input is subject to review by the UNIVERSITY on-site coordinator and is subject to approval of the Contract Monitor.

9. TERMS AND CONDITIONS

The UNIVERSITY shall not furnish any Work Experience Student under this contract who reports his/her earnings via Internal Revenue Form 1099, without the written approval of LOCKHEED MARTIN's authorized representative.

10. RECORDS

The UNIVERSITY shall be responsible for requiring each Work Experience Student engaged in work on premises owned, occupied, or under the control of LOCKHEED MARTIN to display such identification as may be approved, provided and directly by LOCKHEED MARTIN. All prescribed identification shall immediately be delivered to LOCKHEED MARTIN upon cancellation of any release of Work Experience Student.

11. INDEPENDENT CONTRACTOR RELATIONSHIP AND UNIVERSITY PERSONNEL

(a) UNIVERSITY will ensure that UNIVERSITY personnel assigned to work on LOCKHEED MARTIN's premises comply with any on-premises guidelines and: (i) do not bring weapons of any kind onto LOCKHEED MARTIN's premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on LOCKHEED MARTIN's premises; (iii) do not possess hazardous materials of any kind on LOCKHEED MARTIN's premises without LOCKHEED MARTIN's authorization; (iv) remain in authorized areas only; (v) will not conduct any non-LOCKHEED MARTIN related business activities (such as interviews, hirings, dismissals or personal solicitations) on LOCKHEED MARTIN's premises, (vi) will not send or receive non-LOCKHEED MARTIN related mail through LOCKHEED MARTIN's 's mail systems; and (vii) will not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on LOCKHEED MARTIN's premises without LOCKHEED MARTIN's written permission or as permitted by law.

(b) All persons, property, and vehicles entering or leaving LOCKHEED MARTIN's premises are subject to search.

(c) UNIVERSITY will promptly notify LOCKHEED MARTIN and provide a report of any accidents or security incidents involving loss of or misuse or damage to LOCKHEED MARTIN's intellectual or physical assets, and all physical altercations, assaults, or harassment.

(d) Prior to entry on LOCKHEED MARTIN premises, UNIVERSITY shall coordinate with LOCKHEED MARTIN to gain access to facilities. UNIVERSITY shall provide information reasonably required by LOCKHEED MARTIN to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

(e) UNIVERSITY personnel: (i) will not remove LOCKHEED MARTIN assets from LOCKHEED MARTIN's premises without LOCKHEED MARTIN authorization; (ii) will use LOCKHEED MARTIN assets only for purposes of this Contract; (iii) will only connect with, interact with or use computer resources, networks, programs, tools or routines that LOCKHEED MARTIN agrees are needed to provide services; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. LOCKHEED MARTIN may periodically audit UNIVERSITY's data residing on LOCKHEED MARTIN's information assets.

(f) LOCKHEED MARTIN may, at its sole discretion, have UNIVERSITY remove any specified employee of UNIVERSITY from LOCKHEED MARTIN's premises and request that such employee not be reassigned to any LOCKHEED MARTIN premises under this Contract.

(g) UNIVERSITY shall provide LOCKHEED MARTIN any information about UNIVERSITY's personnel that LOCKHEED MARTIN is required by law to obtain, including information on "leased employees" and "management services organization" as these terms are used in Secs. 414(m), (n), and (o) of the Internal Revenue Code.

(h) Violation of this clause may result in termination of this Contract in addition to any other remedy available to LOCKHEED MARTIN at law or in equity. UNIVERSITY shall reimburse LOCKHEED MARTIN for any unauthorized use of LOCKHEED

MARTIN assets to the extent permitted by law and without exceeding the caps, regardless of the number or nature of claims in tort, contract or equity, set forth in 768.28 F.S. for torts.

(i) UNIVERSITY shall advise the LOCKHEED MARTIN Procurement Representative of any unauthorized direction or course of conduct.

APPENDIX B

COLLEGE WORK EXPERIENCE PROGRAM GUIDELINES (UCF)

In accordance with the contractual agreement between Lockheed Martin and the University of Central Florida, the following guidelines outline the responsibilities designated to the participants (CWEP Students) of the College Work Experience Program (CWEP). To insure the effective operation of the program, CWEP Students agree to adhere to the appropriate responsibilities as indicated.

I. THE CWEP STUDENT SHALL:

- be eligible to obtain a security clearance when necessary,
- be enrolled as a full time student at the University of Central Florida and taking a minimum of 12 credit hours as an undergraduate student or taking a minimum of nine (9) credit hours as a post baccalaureate/graduate student, except for Lockstep MBA students. Any college credits being taken at another institution must be in addition to full-time enrollment at UCF,
- have and maintain a minimum GPA of 3.0, both UCF and overall, as an undergraduate student or a minimum GPA of 3.0, both UCF and overall, as a post baccalaureate/graduate student. Failure to meet the GPA requirement will result in one semester probation and termination from the program if under the requirement for two (2) consecutive semesters,

The GPA must be based on a minimum of one semester of full time course work at UCF,

- satisfy the appropriate academic standards of the college and work standards established by Lockheed Martin,
- receive a rate increase as he/she advances from one school year to the next and is taking classes at the new level (i.e., junior to senior, senior to grad, etc). NOTE: A CWEP Student enrolled as a post-baccalaureate is paid at the senior rate until he/she is ACCEPTED into a graduate program and is taking classes in that status,
- inform CWEP and campus coordinator of changes in your academic program/major as they occur,
- Summer Enrollment is required only at the discretion of the University and/or the choice of the CWEP Student. If the CWEP Student chooses NOT to enroll during the summer

session, then no rate increase for a higher classification will be given until the CWEP Student is taking classes at the new level,

- work a minimum of twelve (12) hours and a maximum of twenty five (25) hours per each work week year round,
- Exemptions to the above guidelines in regard to enrollment status, GPA requirements and work hours can be made on a case-by-case basis as long as the exemption is approved in writing by the University of Central Florida and Lockheed Martin.
- be responsible for assuring that time worked is recorded accurately in Lockheed Martin's electronic time keeping system (VIP) on a weekly basis for supervisor approval. The deadline for inputting time into the system is 12:00 midnight on Friday. **Failure to meet this deadline will cause your paycheck to be delayed,**
- **NOT** be allowed to hold another employed position without the approval of the on-site campus coordinator while participating in the CWEP program,
- comply with UCF and/or Lockheed Martin regulations required for the successful operation of the departmental program,
- agree not to bring any software into a facility owned, operated or under the control of LOCKHEED MARTIN or install any software into any computer system owned, operated or under the control of LOCKHEED MARTIN,
- agree to background screening and urine drug screening and understand and agree that no person that has a positive drug test will be assigned to work at Lockheed Martin facilities,
- do not bring weapons of any kind onto LOCKHEED MARTIN's premises,
- do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on LOCKHEED MARTIN's premises,
- do not possess hazardous materials of any kind on LOCKHEED MARTIN's premises without LOCKHEED MARTIN's authorization,
- remain in authorized areas only,
- do not conduct any non-LOCKHEED MARTIN related business activities (such as interviews, hirings, dismissals or personal solicitations) on LOCKHEED MARTIN's premises,

- do not send or receive non-LOCKHEED MARTIN related mail through LOCKHEED MARTIN's 's mail systems,
- do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on LOCKHEED MARTIN's premises without LOCKHEED MARTIN's written permission or as permitted by law,
- do not remove LOCKHEED MARTIN assets from LOCKHEED MARTIN's premises without LOCKHEED MARTIN authorization,
- only connect with, interact with or use computer resources, networks, programs, tools or routines that LOCKHEED MARTIN agrees are needed to provide services,
- do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers.
- comply with the LOCKHEED MARTIN Supplier Code of Conduct,
- agree to and execute a LOCKHEED MARTIN assignment and non-disclosure agreement,
- NOT be entitled to utilize LOCKHEED MARTIN recreation facilities,
- NOT use any LOCKHEED MARTIN Equipment or supplies to conduct personal business at any time,
- agree to reimburse LOCKHEED MARTIN for any unauthorized use of LOCKHEED MARTIN assets,
- be a bona fide United States Citizen or alien authorized to work in the United States,
- give a **two week notice** of resignation from the program, schedule an exit interview with a CWEP staff member, and return picture/access badge and any applicable items to Lockheed Martin,
- work task assigned by a designated Lockheed Martin employee. **CWEP Students are NOT allowed to work on weekends, when the facility is not in operation.** CWEP Students are not permitted to work on shut-down Fridays, unless a request is made by the LOCKHEED MARTIN manager to the UNIVERSITY CWEP coordinator and prior approval is granted. **The 25 hour per each work week limit still applies.**
- NOT participate in business travel without the approval from the CWEP Coordinator,
- abide by UCF's Golden Rule which can be found at www.goldenrule.sdes.ucf.edu and

- commit to at least two full semesters at Lockheed Martin.

_____ Unless otherwise stated, **violation of any of the above once will result in verbal and written warning.**

_____ Unless otherwise stated, **violation of any of the above twice will result in one-week suspension without pay.**

_____ Unless otherwise stated, **violation of any of the above three times will result in dismissal from program.**

Only course work and grade point average officially recorded at the UCF Registrar's Office will be recognized for acceptance into the program. **Failure to maintain these requirements will result in termination.**

No CWEP Student shall work more than twenty five (25) hours per each work week under any circumstances. **Failure to abide by this requirement will result in termination.**

II. THE UNIVERSITY OF CENTRAL FLORIDA SHALL:

- coordinate the necessary paperwork to insure CWEP Students are paid, the college reimbursed, and a security clearance is provided when required and authorized by Lockheed Martin,
- certify CWEP Students for pay under State University System (SUS) guidelines,
- monitor the academic progress and enrollment status of CWEP Students,
- inform Lockheed Martin of any changes in CWEP Students' academic status or classification and send recommendation of rate changes for eligible CWEP Students who are currently enrolled in classes at the new level,
- terminate CWEP Students who fail to maintain program guidelines and requirements and
- supervise the work experience, students job activities and assignment.

UNAUTHORIZED INSTALLATION OF SOFTWARE

Neither UCF nor any person acting on its behalf shall bring any software into a facility owned, operated or under the control of LOCKHEED MARTIN nor install any software into any computer system owned, operated or under the control of LOCKHEED MARTIN.

DRUG SCREENING AND CRIMINAL BACKGROUND CHECKS

All CWEP Students of the university assigned to work at LOCKHEED MARTIN shall be subject to LOCKHEED MARTIN Safety and Security Rules and Regulations and must satisfactory pass a background check and urine drug screen. Drug screening and background checks must be completed prior to the commencement of work. The background screening will be performed through the preferred third party provider approved by LOCKHEED MARTIN. Screening will include Local County Felony and Misdemeanor, National Criminal Database, Social Security Number Verification, and terrorist watch and disbarred lists. Periodic updates may be required by the university CWEP coordinator,

I have read the above conditions of my participation in CWEP and understand that from this date forward I will be responsible for my actions regarding these matters.

DATED THIS _____ DAY OF _____, 20 _____

UNIVERSITY OF CENTRAL FLORIDA

PARTY (STUDENT)

PRINT NAME _____

PRINT NAME _____

SIGNATURE _____

SIGNATURE _____

PROGRAM/DEPT CWEP

COMPANY _____

I HAVE READ AND UNDERSTAND THAT FAILURE TO ABIDE BY THE ABOVE GUIDELINES MAY RESULT IN TERMINATION FROM THE COLLEGE WORK EXPERIENCE PROGRAM (CWEP).

IT IS RECOGNIZED THAT THIS IS NOT AN EMPLOYMENT CONTRACT. I UNDERSTAND AND AGREE THAT MY WORK ASSIGNMENT AND MY CONTINUED PARTICIPATION IN THE PROGRAM SHALL BE AT THE WILL OF LOCKHEED MARTIN AND/OR THE UNIVERSITY OF CENTRAL FLORIDA AND MAY BE TERMINATED AT ANY TIME.

Print Name, Student

Student Signature

Date

Print Name, CWEP Rep

CWEP signature

Date

Lockheed Martin Missiles Fire Control • Orlando
UCF College Work Experience Program
Appendix C

Classification/ Tech Status	Pay Rate	Billing Rate
Freshman – Non-Tech	\$11.22	\$14.70
Freshman – Tech	\$14.58	\$19.10
Sophomore – Non-Tech	\$12.65	\$16.58
Sophomore – Tech	\$16.28	\$21.33
Junior – Non-Tech	\$14.03	\$18.37
Junior – Tech	\$18.26	\$23.93
Senior – Non-Tech	\$15.40	\$20.17
Senior – Tech	\$20.24	\$26.51
Graduate – Non-Tech	\$19.31	\$25.29
Graduate – Tech	\$24.07	\$31.53

**APPENDIX D – ADDITIONAL TERMS AND CONDITIONS
FAR AND DFARS CLAUSES**

INCORPORATION OF FAR/DFARS CLAUSES

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplements (DFARS), clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

GOVERNMENT SUBCONTRACT

- (a) This Contract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the FAR clauses referenced below and otherwise in this Contract:
 - 1. "Commercial Item" means a commercial item as defined in FAR 2.101.
 - 2. "Contract" means this Contract.
 - 3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
 - 4. "Contractor" and "Offeror" means UNIVERSITY, as defined in this CorpDoc, acting as the immediate subcontractor to LOCKHEED MARTIN.
 - 5. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
 - 6. "Subcontract" means any contract placed by the UNIVERSITY or lower-tier subcontractors under this Contract.

NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

- 1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
- 2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
- 3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.
- 4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN.

6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.

7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

PROVISIONS OF THE FEDERAL ACQUISITION REGULATION INCORPORATED BY REFERENCE (FAR)

The following FAR clauses apply to this Contract:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Contract exceeds \$150,000.)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds \$150,000.)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007) (Applies if this Contract exceeds \$5,000,000. Contact Lockheed Martin Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract.)

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) (Applies if this Contract exceeds \$30,000. Copies of notices provided by SELLER to the Contracting Officer shall be provided to LOCKHEED MARTIN.)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applies if this Contract exceeds \$150,000 and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "LOCKHEED MARTIN" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "LOCKHEED MARTIN" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) (Applies if the prime contract to which this Contract relates is with the Department of Defense. Applicable if this Contract exceeds \$700,000 except those that meet the criteria of 15.408(n)(2)(i)(B)(2). Notes 4 and 6 apply.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (Applies if this Contract exceeds \$650,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005) (Applies if the Contract may require or involve the employment of laborers and mechanics.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Applies if this Contract is for \$100,000 or more.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (Applies if this Contract exceeds \$15,000.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010) (Applies if this Contract is for \$100,000 or more.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) (Note 2 applies. In paragraph (e) Note 3 applies.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)(Applies if this Contract exceeds \$3,000.)

FAR 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,000.)

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Notes 2 and 4 apply.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (MAY 2012) (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if

FAR 52.230-2 or FAR 52.230-3 applies.)

FAR 52.233-3 PROTEST AFTER AWARD (SEP 2006) (In the event LOCKHEED MARTIN's customer has directed LOCKHEED MARTIN to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, LOCKHEED MARTIN may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from LOCKHEED MARTIN".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

**PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION
REGULATION SUPPLEMENT (DFARS)**

The following DFARS clauses apply to this Contract:

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds \$150,000. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012) (Applies in lieu of FAR 52.203-14.)

DFARS 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010) (Applies if this Contract exceeds \$1.5M. Note 1 applies.)

DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 2012) (Applies if FAR 52.215-12 or 52.215-13 applies to this Contract.)

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (AUG 2012) (Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g).)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to Seller's covered subcontractors.)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "LOCKHEED MARTIN." LOCKHEED MARTIN shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to LOCKHEED MARTIN.)

DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATION (DEC 1991)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2010) (Applies if this Contract exceeds \$650,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

CERTIFICATIONS AND REPRESENTATIONS

SELLER acknowledges that LOCKHEED MARTIN will rely upon SELLER certifications and representations contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of LOCKHEED MARTIN, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify LOCKHEED MARTIN of any change of status regarding any certification or representation.

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007) (Applicable to solicitations and contracts exceeding \$150,000)

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to LOCKHEED MARTIN OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2010)

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to LOCKHEED MARTIN if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, LOCKHEED MARTIN may terminate this contract for default.

FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (a): SELLER has filed all required compliance reports and (b) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 Affirmative Action Compliance (APR 1984)

SELLER represents: (a) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

APPENDIX E

STUDENT ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

1. The Parties. This Agreement (the "**Agreement**") is entered into between Lockheed Martin Corporation acting through its **Missiles and Fire Control located at 5600 Lake Road**, Orlando FL 32819 a company incorporated under the laws of the State of Maryland (the "**LOCKHEED MARTIN**") and **The Student** on the date signed by Student, below (the "Effective Date"); for the purpose of preventing the unauthorized disclosure of Proprietary Information and assigning certain rights, title and interest which may vest in the Student during the course of participation in the College Work Experience Program. (LOCKHEED MARTIN and Student collectively referred to as the "**Parties**").

2. Proprietary Information. LOCKHEED MARTIN has created, developed, has custody of, and owns Proprietary and otherwise sensitive information. In addition, as a participant in the College Work Experience Program, the Parties acknowledge that the Student may have opportunity to conceive, develop, generate or deliver inventions, discoveries, improvements, maskworks and patents as well as data, copyrights, reports, and works of authorship. The aforementioned information is denominated for the purposes of this Agreement as "Proprietary Information." Proprietary Information shall include but is not limited to, financial, commercial, and/or technical information provided by LOCKHEED MARTIN to the Student in whatever form (i.e., oral, print, electronic).

All information marked as "Proprietary" or "Confidential", both technical and non-technical, pertaining to Corporation's business in whatever form, including but not limited to text, drawings, mask works or computer software programs, is presumed to be Proprietary Information until it becomes readily available to the general public lawfully and without breach of Proprietary obligation. The fact that individual elements of the Corporation's Proprietary Information may be in the public domain shall not relieve the obligations hereunder unless the specific combination or combinations of elements as disclosed in such Proprietary Information is available to the public.

3. Exclusions. This Agreement imposes no obligation upon Student with respect to information that: (a) is or becomes publicly available through no fault of Student; (b) was in Student's possession before receipt from LOCKHEED MARTIN; (c) is rightfully received by Student from a third party without a duty of Proprietary; (d) is independently developed by Student; (e) is disclosed by the Student under operation of law; or (f) is disclosed by Student with LOCKHEED MARTIN's prior written approval.

4. Obligations of the Student. Student shall hold and maintain the Proprietary Information in the strictest confidence for the sole and exclusive benefit of LOCKHEED MARTIN. Student shall not disclose, directly or indirectly, any Proprietary Information, or make such Information available to others. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.

Student shall not, without prior written approval of LOCKHEED MARTIN, use for Student's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of LOCKHEED MARTIN, any Proprietary Information.

5. Return of Proprietary Information: Upon termination of participation in the College Work Experience Program or upon earlier request by LOCKHEED MARTIN, the Student shall return all documents and items provided by the LOCKHEED MARTIN that incorporate Proprietary Information. Nothing in this provision or this Agreement shall prevent UCF, students' employer, for the College Work Experience Program, from complying with document retention obligations pursuant to Florida Public Records statutes.

6. Assignment. Student has been advised that under the Agreement with the University of Central Florida (“UCF”), LOCKHEED MARTIN has certain rights to review information contained in any thesis, dissertation or publication prior to publication. Student further understands that publication or public distribution of research results may be temporarily delayed in order to allow LOCKHEED MARTIN to protect its rights and interests in any Invention by the filing of patent domestic and/or foreign application. Student further understands that the actual inventorship of any Invention shall be determined by relevant provisions of U.S. patent law.

In consideration of the opportunity to participate in the College Work Experience Program, the undersigned Student hereby conveys, assigns and transfers to LOCKHEED MARTIN all of his/her right, title and interest in and to Inventions developed by Student in the course of his/her work while at LOCKHEED MARTIN.

Student further agrees to execute all documents necessary to implement this assignment and to cooperate fully with UCF, LOCKHEED MARTIN and its representatives in the filing of any assignment related documents with domestic or foreign patent office(s). Student also agrees to cooperate in the filing and prosecution of any patent application arising out of work for LOCKHEED MARTIN. The cost of such prosecution and cooperation shall be borne exclusively by LOCKHEED MARTIN or its assigns or UCF and its assigns, as applicable.

7. Injunctive Relief: The parties acknowledge and agree that failure to comply with the obligations herein, a breach, or a threatened breach of any of the provisions herein, may cause irreparable harm and substantial loss may be suffered; as a result, in addition to any other remedies made available at law or in equity, LOCKHEED MARTIN will be entitled to injunctive relief to enforce the provisions contained herein.

8. Termination. This Agreement shall remain in effect for as long as the Student participates in the College Work Experience Program. However, the “Obligations of the Student” and “Assignment” provisions of this Agreement shall survive a breach or termination of this Agreement.

9. Miscellaneous. Nothing contained in this Agreement shall create a Joint Venture, Partnership, or Employer/Employee relationship between the parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted to best effect the intent of the Parties. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both Parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party’s obligations shall be binding on the representatives, assigns, and successors of such Party. Each party has signed this Agreement through its authorized representative. This Agreement is made under and shall be interpreted under the Laws of the State of Florida in a court of competent jurisdiction within the State of Florida.

LOCKHEED MARTIN:

Lockheed Martin Corporation

Name (print): _____

Signature: _____

Date: _____

Student acknowledges they are citizen of the United States of America.

Student (print): _____

Signature: _____

Date: _____

Lockheed Martin Corporation
6801 Rockledge Drive, Bethesda, MD 20817



Dan Pleshko
Vice President, Global Supply Chain Operations

November 25, 2013

Dear Valued Lockheed Martin Supplier:

With the year quickly coming to a close, I would like to express my appreciation for your continuing support and hard work. You, our supplier partners, are essential to ensuring that we deliver the products and services that meet the critical needs of our customers. This year brought with it significant challenges and uncertainty, yet through collaboration and perseverance we continue to build strong relationships and a strong supply chain. Especially during turbulent times, it is essential that we keep a focus on ethics and integrity, not only within our own organization, but within those of our supplier partners.

In recognition of the continually growing imperative for Sustainability, Lockheed Martin took multiple steps in 2013 to prioritize our supply chain's impact on environmental, social and governance performance. One outcome of this effort resulted in identifying a way to better express our expectations of suppliers' ethics and business conduct.

With the release of our new [Lockheed Martin Supplier Code of Conduct](#), now referenced in the ethics clause of all new purchase orders, all suppliers can more closely focus on the most relevant ethics and business conduct matters for our business relationship.

This succinct, four-page document is electronically accessible and replaces prior references to our internal Code of Conduct, *Setting the Standard*, which contains information not directly relevant to our suppliers.

The new Supplier Code will allow us to jointly focus on ethical expectations pertinent to our relationship. We believe that you will find this document useful as a guide and reference. Please share it widely with your team and feel free to contact us for clarification or discussion.

At this time of year, we would ask that you pay special attention to the section concerning gifts and business courtesies, as referenced below:

"In particular, note that our employees who are in any way involved in procurement decisions ... may not accept any business courtesies, with the exception of very low value promotional items. In any business relationship, our suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation; does not violate the rules and standards of the recipient's organization; is consistent with reasonable marketplace customs; and will not adversely impact the reputation of Lockheed Martin."

Please also visit our newly enhanced "[Ethics Resources for Suppliers](#)" page on LockheedMartin.com for additional tools and information on reviewing and improving your own Ethics and Business Conduct program. As always, should you have any questions, please contact the Lockheed Martin worldwide, toll-free Ethics Help Line at 1-800-563-8442 (1-800-441-7457 for hearing or speech impaired).

From the Lockheed Martin business community to yours, we extend our very best wishes for a happy holiday season to you, your employees, and families. Thank you again for your collaboration this past year, and we wish you prosperity and joy in the new year.

Regards,

A handwritten signature in dark ink, appearing to read "DeL".

PROPRIETARY INFORMATION AGREEMENT

THIS PROPRIETARY INFORMATION AGREEMENT, effective when last executed by a Party hereto, is made by and between **LOCKHEED MARTIN CORPORATION**, a Maryland corporation acting through its Missiles and Fire Control business unit having a place of business at Orlando, Florida, United States of America (hereinafter referred to as "LOCKHEED MARTIN"), and **THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, having a place of business at Orlando, Florida, United States of America (hereinafter referred to as "UCF"), each or both of which may also hereinafter be referred to as the "Party" or "Parties", respectively.

WHEREAS, LOCKHEED MARTIN possesses or may in the future possess certain technical, business, financial and other information of a proprietary nature ("Proprietary Information") specifically including Program specific or functional support information, which includes but is not limited to any information of a proprietary nature or for which a party may derive value such as company financial information, company procedures and process, human resource information, business strategy, employee information, business contact and relationships including vendor and supplier information, etc.; and/or Technical Information, which includes but is not limited to information, regardless of the form, of a scientific or technical nature (including computer software and computer software documentation) ("Subject"); and

WHEREAS, UCF desires access to LOCKHEED MARTIN'S aforesaid Proprietary Information solely to enable select students approved for the College Work Study Program to have access to said LOCKHEED MARTIN Proprietary Information as they participate in the College Work Study Program ("Purpose"); and

WHEREAS, LOCKHEED MARTIN is willing to provide UCF students participating in the College Work Study Program with such required access solely for the above-stated Purpose and under strict conditions preserving the proprietary nature of the Proprietary Information and assuring prevention of its unauthorized use and disclosure;

NOW, THEREFORE, in consideration of these premises, and of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1) Proprietary Information. This Agreement does not require, nor may it be implied that LOCKHEED MARTIN shall be required to disclose any particular Proprietary Information to UCF hereunder. For purposes of this Agreement, "Proprietary Information"

shall mean and include all technical, business, financial and other information to which UCF is provided access hereunder:

- (i) in written or other tangible form marked with a proprietary legend; or
- (ii) in electronic form where any display of the information also displays a proprietary legend, or such legend is marked on the media containing such information; or
- (iii) via any computer or terminal located at a LOCKHEED MARTIN facility or which, regardless of location, requires entry by UCF of a password or key prior to being afforded access (such information shall be deemed Proprietary Information, whether or not the information is marked or identified as such); or
- (iv) in oral or visual form such as during a meeting attended by UCF at which the Subject is discussed (oral and visual Proprietary Information will be identified as such at the time of disclosure).

In the event that LOCKHEED MARTIN inadvertently or accidentally fails to identify information furnished to UCF as being Proprietary Information in accordance with the forgoing, LOCKHEED MARTIN may correct such inadvertence or accident by notifying UCF in writing promptly after the discovery thereof; provided, however, that UCF shall have no liability with respect to any disclosures or uses of the unidentified or unmarked Proprietary Information which may have occurred prior to receipt of such written notification.

2) Period of Protection. The "Period of Protection" during which Proprietary Information received pursuant to this Agreement shall be subject to an obligation of confidentiality and protection, and subject to restrictions on handling, disclosure and use, shall extend until seven (7) years after the date of execution of this Agreement, to the extent permitted by law.

3) Standard of Care. UCF shall take all steps as are reasonably necessary or prudent to preserve in confidence Proprietary Information disclosed to UCF pursuant to this Agreement, but not less than those precautions required by UCF's internal disciplines and procedures to protect and safeguard the confidentiality of its own most valuable proprietary information which it does not wish disseminated or misused. Any third party Proprietary Information to which UCF is provided access pursuant to this Agreement shall be protected and handled by UCF in the same manner as required herein for Proprietary Information belonging to LOCKHEED MARTIN.

4) Protection and Handling of Proprietary Information. UCF agrees that, to the extent permitted by law, unless it has the prior written permission of LOCKHEED MARTIN:

(i) it will not disclose any of LOCKHEED MARTIN's Proprietary Information to any third party;

(ii) it will copy only such portions of the Proprietary Information as may reasonably be necessary to carry out the above stated Purpose, provided that each such copy, whether in whole or in part, includes a reproduction of all proprietary markings and legends contained on the original which pertain to the copied portions;

(iii) it will permit access to the Proprietary Information only by those of its officers and employees who have a strict need-to-know in order to carry out the above stated Purpose, provided that each such person is informed by UCF that the information is Proprietary Information belonging to LOCKHEED MARTIN and as such, is subject to protection and handling in accordance with the terms of this Agreement; and

(iv) it will not attempt to determine the content or structure, or otherwise reverse engineer any material sample, hardware or software to which UCF is provided access pursuant to this Agreement.

5) Restriction on Use. UCF may use the Proprietary Information received hereunder solely for the aforementioned Purpose. No other use is permitted without the prior written permission of LOCKHEED MARTIN. Without limiting the foregoing, UCF shall not use any of LOCKHEED MARTIN's Proprietary Information to design, develop, modify or fabricate any product without the prior express written permission of LOCKHEED MARTIN, and then only to the extent that such use complies fully and specifically with all conditions imposed by LOCKHEED MARTIN in such express written permission.

6) Exceptions to Duty. This Agreement does not restrict disclosure or use of information otherwise qualifying as Proprietary Information if UCF can show by documentary evidence that any one of the following conditions exists:

(i) the information was already in the public domain when LOCKHEED MARTIN disclosed it to UCF, or entered the public domain after LOCKHEED MARTIN disclosed it under this Agreement, but through no fault of UCF;

- (ii) UCF knew the information and held it without restriction as to further disclosure and use when LOCKHEED MARTIN disclosed the information under this Agreement;
- (iii) another source lawfully disclosed the information to UCF and did not restrict UCF in its further disclosure or use;
- (iv) UCF developed the information independently, by personnel who did not have access to LOCKHEED MARTIN's information;
- (v) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, provided that the UCF notified LOCKHEED MARTIN of the subpoena at least five (5) days prior to the disclosure, and fully cooperated with LOCKHEED MARTIN in appealing the disclosure or obtaining a protective order for the Proprietary Information required to be disclosed; or
- (vi) the information was not subject to a statutory exception and was disclosed pursuant to statutory public records obligations of UCF.

Information disclosed by LOCKHEED MARTIN under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information which is within the scope of such exceptions. In addition, any combination of features disclosed by LOCKHEED MARTIN shall not be deemed to be within the foregoing exceptions merely because individual features are within the scope of such exceptions, but shall be within the scope of such exceptions only if the specific combination disclosed by LOCKHEED MARTIN is itself within the scope of such exceptions. The occurrence of any of the exceptions set forth above shall not be construed as an express or implied grant of any rights, licenses or immunities under any intellectual, industrial, or property right of LOCKHEED MARTIN. All Proprietary Information disclosed by LOCKHEED MARTIN shall be prima facie considered proprietary and confidential and the burden of establishing the application of any of the above exceptions shall rest solely with UCF.

7) Inadvertent Disclosure or Use. The Receiving Party shall not be liable for accidental or inadvertent disclosure or use of Proprietary Information received pursuant to this Agreement, if such Receiving Party shows that the above Standard of Care was employed in the protection and handling of the Originating Party's Proprietary Information, and that upon discovery, the Receiving Party made a reasonable effort to retrieve any such accidentally or inadvertently disclosed Proprietary Information, ceased all unauthorized use, and took such additional measures as may reasonably have been

required under the circumstances to prevent any further unauthorized disclosure and use of the Originating Party's Proprietary Information.

8) Ownership of Proprietary Information. LOCKHEED MARTIN represents that it owns or otherwise has the right to furnish to UCF all information transferred to UCF hereunder.

9) Restrictions on Export. UCF shall not disclose any Proprietary Information or other information furnished hereunder in any manner contrary to the laws and regulations of the United States of America. UCF agrees that it will not transfer any export controlled item, data, or service, to include transfer to foreign persons, as defined in ITAR 22 CFR 120.16, employed by or associated with, or under contract to UCF or UCF'S lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

10) No Warranty or Liability. LOCKHEED MARTIN MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO PROPRIETARY INFORMATION FURNISHED HEREUNDER INCLUDING, WITHOUT LIMITATION, NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS, FREEDOM FROM TRADE SECRET, PATENT OR COPYRIGHT INFRINGEMENT, ADEQUACY, ACCURACY OR SUFFICIENCY, WHETHER ARISING BY LAW, CUSTOM OR CONDUCT. LOCKHEED MARTIN SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY RESULT FROM RECEIPT OR USE OF, OR RELIANCE ON ANY OF THE INFORMATION FURNISHED BY LOCKHEED MARTIN, REGARDLESS OF WHETHER LOCKHEED MARTIN WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING OR NOT, NOR SHALL LOCKHEED MARTIN BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES.

11) Independent Contractors. The Parties hereto are and shall remain independent contractors. This Agreement shall not constitute, create, give effect to, or otherwise imply an employment relationship, teaming arrangement, joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor does this Agreement or the disclosure or receipt of any information hereunder constitute an offer, acceptance, promise or obligation by either Party to enter into any contract, subcontract, amendment, agreement or other business relationship with the other Party. Unless otherwise agreed in writing, each Party shall perform hereunder solely at its own cost and expense.

12) No License. Nothing in this Agreement shall be deemed to grant a license, directly or by implication, estoppel, or otherwise, under any intellectual, industrial, or

other property right associated with any information disclosed under this Agreement, whether such information is Proprietary Information or not. Without limiting the foregoing, no right in, or license under, any present or future proprietary information, trade secret, invention, patent, copyright, mask work, trade name or trademark is either offered or granted under this Agreement.

13) No Purchase Obligation. Neither Party has any obligation under this Agreement to purchase any product or service from the other Party, to offer for sale any product using or incorporating Proprietary Information of the other Party, to enter into a business relationship with the other Party, or to refrain from engaging in any relationship with any third party. Further, neither Party has an obligation to provide Proprietary Information to the other Party as the result of entering into this Agreement. Nothing in this Agreement shall be construed as a representation that either Party will not pursue similar opportunities independently, or with any third parties, provided that the obligations of this Agreement are not breached.

14) Assignment. UCF shall not assign, nor in any manner attempt to transfer, any Proprietary Information received hereunder or its interests in this Agreement or any part hereof, without first obtaining the prior written approval of LOCKHEED MARTIN. LOCKHEED MARTIN may, without any further approval of UCF, assign this Agreement to a successor corporation in the event of a corporate name change or merger, or to a purchaser of that portion of LOCKHEED MARTIN'S business to which the subject of this Agreement pertains.

15) Term and Termination. This AGREEMENT shall (unless extended by written mutual agreement) automatically terminate on 30 November 2018, but may be terminated earlier by either Party giving thirty (30) days notice in writing to the other Party of its intention to terminate. Termination shall not, however, affect the rights and obligations contained herein with respect to Proprietary Information to which UCF was afforded access prior to termination; such rights and obligations with respect to such Proprietary Information shall survive termination of this Agreement until the Period of Protection has expired. Upon termination, or upon sooner request by LOCKHEED MARTIN, UCF shall return all copies of LOCKHEED MARTIN's Proprietary Information to LOCKHEED MARTIN, including any copies made by UCF, except for one copy for legal and archival purposes. Alternately, LOCKHEED MARTIN may request UCF to destroy all such copies of LOCKHEED MARTIN's Proprietary Information and certify such destruction to LOCKHEED MARTIN.

16) Controlling Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, United States of America, but without reference to its conflict of law provisions.

17) Notices. Any notices and Proprietary Information not furnished in person shall be transmitted either electronically or by mail to Lockheed Martin at

LOCKHEED MARTIN CORPORATION
5600 Sand Lake Road
Orlando, Florida 32819 U.S.A.
Attention: Miryam Graddy (miryam.a.graddy@lmco.com)
407-356-9588

and to University Of Central Florida at:
UNIVERSITY OF CENTRAL FLORIDA
4000 Central Florida Boulevard
Orlando, Florida 32816 U.S.A.
Attention: Jane Gentilini, Associate Director, Contracts & Grants
Email: Jane.Gentilini@ucf.edu
Phone: (407)882-1452

Each party may change its respective address or representative at any time by written notice given to the other party.

18) Entirety. This Agreement contains the entire understanding between the Parties relative to the protection, handling and use of Subject Proprietary Information, and supersedes all prior and collateral communications, reports, and understandings between the Parties in respect thereto. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties. Invalidity or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity or enforceability of any other provision hereof.

AS EVIDENCE OF MUTUAL AGREEMENT to the foregoing terms and conditions by the Parties hereto, the Parties have executed this PROPRIETARY INFORMATION AGREEMENT on the date(s) shown herein below. The "Effective Date" shall be the date of signature by the last executing Party.

[signatures on following page]

LOCKHEED MARTIN CORPORATION

**THE UNIVERSITY OF CENTRAL
FLORIDA**

Authorized Signature

Authorized Signature

Title

Title

Date

Date

APPENDIX H

UNAUTHORIZED INSTALLATION OF SOFTWARE

Student agrees that he/she shall not bring any software into a facility owned, operated or under the control of LOCKHEED MARTIN nor install any software into any computer system owned, operated or under the control of LOCKHEED MARTIN.

DRUG SCREENING AND CRIMINAL BACKGROUND CHECKS

All Student-employees of the University of Central Florida (“UCF”) assigned to work at LOCKHEED MARTIN shall be subject to LOCKHEED MARTIN Safety and Security Rules and Regulations. **ALL STUDENT-EMPLOYEES ASSIGNED TO LOCKHEED MARTIN WILL REQUIRE SATISFACTORY SCREENING THROUGH A URINE DRUG SCREEN AND A STATE OF FLORIDA CRIMINAL BACKGROUND CHECK.** Drug screening and background checks must be completed prior to the commencement of work.

No person having positive drug test results shall be assigned to work at LOCKHEED MARTIN. All background checks showing any arrests and/or convictions shall be reported to LOCKHEED MARTIN Group Investigation Office for evaluation. Determination of acceptability of the Student-employee will be made by UCF and LOCKHEED MARTIN on a CASE-BY-CASE BASIS. Negative results of the drug screening tests may be made available to LOCKHEED MARTIN Health Service, if requested.

The drug screening results are valid for the duration of the Student-employee assignment at LOCKHEED MARTIN. Student-employees leaving a position at LOCKHEED MARTIN for over twenty-one (21) consecutive days must be re-tested (drug screened) if reassigned to LOCKHEED MARTIN. Student-employee leaving a position at LOCKHEED MARTIN for over sixty (60) days must have an updated criminal background check, with any arrests and/or convictions being reported to LOCKHEED MARTIN Group Investigation Office.

I have read the above conditions of my employment and understand that from this date forward I will be responsible for my actions regarding these matters.

DATED THIS _____ DAY OF _____, 20_____

LOCKHEED MARTIN CORPORATION (CWEP Coordinator/Program Assistant)	PARTY (STUDENT)
Print Name:	Print Name:
Signature:	Signature:
Program/Dept: College Work Experience Program	Company: University of Central Florida

Welcome to Lockheed Martin Missiles & Fire Control (MFC)

Contractor Screening
Contractor Entry into MFC Sites



Wolf Louis
Contractor Screen Administrator



LMMFC Contractor Screen

Statement	3
First Advantage	4
Who Does This Effect?	5
What type of Background Investigations are involved?	6
Terrorist Watch List	7
What are the Access Standards?	8
Are there Exceptions?	9
Is there a Cost involved?	10
How Does it Work?	11
Lets Get Started	12
Security Guard view on search made for “Smith”	13
Contractors can view their employees	14
Now what?	15
Points of Contact:	16

LMMFC Contractor Screen



Statement:

To enter a Lockheed Martin *Missiles and Fire Control* (LMMFC) site **to perform work**, all contractors must be undergo a **background investigation (BI)**.

The results of that BI will be compared to our LMMFC **Access Standards**. **Compliance with the Access Standards will predetermine** if the contractor may be sent to and into a LMMFC site.

This presentation will define the **Access Standards** as well as the process to obtain entrance into a LMMFC Site.



LMMFC Contractor Screen

First Advantage

Lockheed Martin has requested First Advantage to provide Background Investigations in its management and security of its Suppliers/Vendors.

First Advantage's *Contractor Advantage* solution will be used to track registration and review screening events for Contractors.

As one of the largest screening providers in the world, First Advantage has offices in 26 locations worldwide. For these reasons, First Advantage has become a trusted partner to over 41,000 organizations worldwide.

For more information, please visit www.fadv.com





LMMFC Contractor Screen

Who Does this Effect?

Every Non LMMFC employee who needs [to perform work](#) at a LMMFC Site.

This includes all “[Resident Visitor\(s\)](#)” and “[Nonresident Visitor\(s\)](#)”.

- Resident Visitor(s): Any Non Employee who works at a LMMFC site for 30 or more days a year.
- Nonresident Visitor(s) (also known as Daily or Casual visitors): Any Non Employee who works at a LMMFC site non periodically, infrequently, and/or less than 30 days a year.

[All Resident and Nonresident Visitors](#) shall complete a background check prior to accessing any MFC site.



LMMFC Contractor Screen

What type of Background Investigations are involved?

Background Investigation Packages	Common Package Name	Background Investigation Types
Long Term Non Employee Screen (1 year access)	Vendor Basic Package	<ol style="list-style-type: none"> 1. Social Security Number Verification 2. Felony and Separately Held Misdemeanor (primary and secondary court search) (7 Year residence history based on given address(es) and those developed from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse) ** 3. National Criminal Record File - Adjudicated 4. Global Sanction
Short Term Non Employee Screen (30 day access)	30-Day Package, Walkup Package, or Exception Package	<ol style="list-style-type: none"> 1. Social Security Number Verification 2. National Criminal Record File - Adjudicated 3. Global Sanction

Absolutely no Credit Checks are performed!



LMMFC Contractor Screen

Terrorist Watch List

All contractors at MFC are screened through Contractor Screen which, besides criminal background checks, performs a Global Sanctions check which consists of 20 government and international watch-list databases.

First Advantage Global Sanctions	
Global Watch is the leading Employment Regulatory Compliant Solution for OFAC, US Patriot Act and other regulatory requirements.	
Office of Foreign Assets Control (OFAC)	United Nations Consolidated List
Office of Foreign Assets Control Non-SDN Entities	EU Terrorism List
Bureau of Industry & Security (Formerly BXA)	Terrorist Exclusion List
Politically Exposed Persons	DTC Debarred Parties
FBI Most Wanted	World Bank Debarred Parties
FBI Top Ten Most Wanted	Bank of England Consolidated List
FBI Seeking Information	Australian Department of Foreign Affairs and Trade
FBI Most Wanted Terrorists	Canadian Consolidated List
FBI Hijack Suspects	Hong Kong Monetary Authority Watch List
Interpol Most Wanted	Monetary Authority of Singapore



LMMFC Contractor Screen

What are the Access Standards?

Report Type	Eligible	Decisional	Ineligible
Social Security Number (SSN) Trace	<ul style="list-style-type: none"> ◆ Name is Exact Match ◆ Name is a reasonable match with minor spelling difference ◆ Last name does not match SSN (i.e. maiden name) ◆ Additional names have been found that are unrelated to the candidate – result must include applicants name. ◆ No Record Found ◆ SSN issued within last 5 years but no later than June 2011 ◆ Name Mismatch - Transposed Names 	<ul style="list-style-type: none"> ◆ SSN is not validly issued, was invalidly formatted, or was issued since July 2011 	<ul style="list-style-type: none"> ◆ SSN was issued before applicant was born ◆ SSN belongs to a deceased person ◆ SSN is retired from use ◆ No Name Match - Social is returned with names that are unrelated or not similar to the applicant – does not include applicant name
Criminal	<ul style="list-style-type: none"> ◆ No record/no convictions found ◆ All other items that are not identified as Ineligible 	<ul style="list-style-type: none"> ◆ N/A 	<ul style="list-style-type: none"> ◆ Any Felony Convictions ◆ Charges pending, active warrants, or currently on probation/parole for any felony offense ◆ One or more Misdemeanor Convictions in the last five years that involve the use or threat of violence ◆ Any two or more Misdemeanor Convictions in the last five years
CP Global Watch	<ul style="list-style-type: none"> ◆ Not listed on any database/Clear 	<ul style="list-style-type: none"> ◆ N/A 	<ul style="list-style-type: none"> ◆ Listed on any database/Hit



LMMFC Contractor Screen

Are there Exceptions?

Answer: Yes

1. Government personnel,
2. Visitors with a **security clearance**,
3. Visitors with current and active Hazardous Materials (**HAZMAT**) Endorsement on their state driver license,
4. Visitors with current and active Free and Secure Trade (**FAST**) program card,
5. Visitors with current and active Transportation Worker Identification Credential (**TWIC**) program card or
6. Visitors with an employer that has provided written documentation of an background check screening **officially approved by LMMFC Legal**, shall follow their MFC site Security access standards prior to issuance.
7. Any visitor **officially approved by LMMFC Security**. LMMFC Security will either input the BI or allow entry without a BI. This is due to business critical need.

A written request for an exception to these standards must be submitted in writing and approved by the Security Manager for LOCKHEED MARTIN MISSILES AND FIRE CONTROL which may be granted at LOCKHEED MARTIN MISSILES AND FIRE CONTROL sole discretion.

Please contact your Site Security Manager for guidance if you believe your situation may apply.



LMMFC Contractor Screen

Is there a Cost involved?

Answer: Yes, the Contractor Company will register, pay the registration fee, and then input their employees and/or contractors that they are sending into a LMMFC site.

If the contractor employee is on a short term assignment at the LMMFC site and may not be back within the year, then a Short Term package would be appropriate. If the contractor employee will be assigned to LMMFC site for a extended period of time, then the Long Term package will be appropriate.

Package	Cost
1. Long Term Non-Employee Screen Price (One year)	\$28.77
2. Short Term Non-Employee Screen Price (30 day)	\$5.91
3. Company Registration (One time fee)	\$50



LMMFC Contractor Screen

How Does it Work?

The Contractor Company registers with First Advantage Contractor Screen.

After registration process, The Contractor Company then inputs all of their employees who will be working at the LMMFC site. (Remember, the company must obtain signed FCRA forms to be able to run the employees' BI's).

BI's can take a few minutes to three days, dependant on the conviction and technology of the respective county's courthouse.

The Contractor Company as well as MFC Security Guards at entry points will be able to see the results of the BI in *real time*. No guesswork or delays due to potential denials at the gate.



LMMFC Contractor Screen



Step 1 - Register to Use Contractor Screening

Visit the Contractor Screening website.

<https://ca.fadv.com/CA/welcome.do?lmc#>

Click on the link to Register as Service Provider.

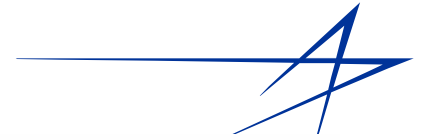
Complete all Registration fields, remember ID and password.

Registration usually takes 3-5 business days. You may be contacted for additional information needed.

Bookmark the link for future access.



LMMFC Contractor Screen



Step 2 - Log In to Contractor Screening

Visit the Contractor Screening website.

<https://ca.fadv.com/CA/welcome.do?lmc#>

Enter ID and Password from Registration and Click LOG IN.



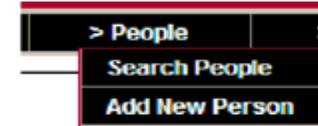
Read and Accept the Legal Agreement (shown on first visit).
Read and Accept the FCRA Agreement (shown on every visit).

LMMFC Contractor Screen



Step 3 - Add Persons to Roster

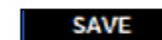
Click the People tab and select Add New Person.



Enter information for the new person on the Person Information screen. Make sure to complete all required fields (noted with an asterisk *).

* Legal First Name
Middle Name
* Legal Last Name
Suffix Name
* SSN (Numbers Only, TaxID's will not be ac
* Date of Birth (mm/dd/yyyy)
* Type
User Field 1
User Field 2
Current Address
* Country UNITED STATES OF AMERICA
* Address 1
Address 2
* City
* State Select
* Zip Code
* Vendor Locations LOC1 - 1094 - DEFAULT LOCATION- 0824 Hanging

Make sure all information is correct and click **SAVE**. The person is immediately added to the roster.



LMMFC Contractor Screen



Step 4 - Order Screens for Employees

Select a Person in the Roster to View Person Status Detail.

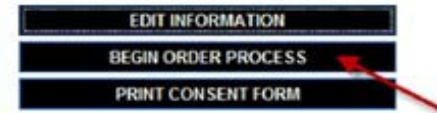
Click **BEGIN ORDER PROCESS**.

Select the Package desired. Ensure a signed consent form is on file and check the box. If needed a consent form may be printed.

Enter Previous Address and Reported Previous Convictions if known.

Provide Payment Detail Information.

BI's can take a few minutes to 3 days, dependent on the conviction and technology of the respective county's courthouse.



Select a package to view the package details and begin the ordering process:

- Vendor Basic Package
- 30 Day Package

Vendor Basic Package - \$28.77

Social Security Verification, National Criminal Record File, Global Sanction Search.

If you do not currently have consent to perform a background check already on file fr individual sign it before continuing to the next step.

I have a signed consent form for this individual on file.

Service Name: Vendor Basic Package

Order Total: \$28.77

* Payment Method:

* Card Type:

* Card Number:

* CSC Number:

The CSC (Credit Security Code) is a 3 or 4 digit

* Expiration Date: -

LMMFC Contractor Screen



Step 5 - Review Employee Compliance

After the Screens are completed, Contractors can view the Employee Roster and quickly determine which ones meet the Compliance Standards for Lockheed Martin facilities.

Vendor Name: Aramark
 First Name:
 Last Name:
 Compliance Status: Select
 Compliance Expires: Select
 SSN:
 Person Status: Select
 Type: Select
 Vendor Locations: ALL
 User Field 1:
 User Field 2:
 Self Reported Conviction: Select
 Search By Date: Select

SEARCH

149 found. Displaying Results.

Name *	Compliance Status	Compliance Expires	SSN	Person Status	Order Date	Completion Date	User Field 1	User Field 2	Type	Location
Al, Amrhad	Non-Compliant	03/11/2010	XXXX02784	Active	02/11/2010	02/11/2010			Sub Contractor	DEFAULT LOCATION
Anderson, VINCENT	Compliant	12/01/2011	XXXX08784	Active	12/10/2010	12/14/2010			Employee	DEFAULT LOCATION
Ayala, Maribel	Compliant	02/24/2011	XXXX03552	Active	02/24/2010	03/01/2010			Sub Contractor	DEFAULT LOCATION
barber, gerald	Non-Compliant	06/26/2010	XXXX03615	Active	04/25/2010	04/25/2010			Sub Contractor	DEFAULT LOCATION
Barnes, Haydee	Compliant	12/01/2011	XXXX01169	Active	12/10/2010	12/14/2010			Employee	DEFAULT LOCATION
Batts, Linda	Non-Compliant	01/14/2011	XXXX05572	Active	12/14/2010	12/15/2010			Employee	DEFAULT LOCATION
Bein, jonathan	Compliant	03/09/2011	XXXX04329	Active	03/09/2010	03/12/2010			Sub Contractor	DEFAULT LOCATION
Black, David	Compliant	12/01/2011	XXXX00223	Active	05/04/2010	05/06/2010			Sub Contractor	DEFAULT LOCATION
Bowley, Leslie	Compliant	12/01/2011	XXXX05594	Active	09/08/2010	09/09/2010			Employee	DEFAULT LOCATION

Compliant meets standards

Non-Compliant does not meet standards

* Fictitious Data



Contractor Screen Screenshots- Database Search

Security Guard view on search made for “Smith”:

SEARCH											
166 found. Displaying Results.											
Name	Compliance Status	Compliance Expires	SSN	Person Status	Order Date	Completion Date	User Field 1	User Field 2	Type	Vendor Name	Location
Smith, Adam	Non-Compliant	02/21/2009	XXXXX9802	Active	01/21/2009	01/21/2009	Jeff Eubanks Roofing		Sub Contractor	LMC_Walkup	Dallas
Smith, Albert	Non-Compliant	05/08/2009	XXXXX0123	Active	05/08/2008	05/08/2008	Liberty Design & Construction Company Inc.		Employee	LMC_SID	Troy, AL
Smith, Albert	Non-Compliant	12/31/2010	XXXXX0123	Active	11/05/2009	11/08/2009			Employee	Liberty Design & Construction Co., Inc.	DEFAULT LOCATION
Smith, Amy	Compliant	12/31/2011	XXXXX6785	Active	07/01/2010	07/06/2010			Employee	University of Central Florida (UCF)	DEFAULT LOCATION
Smith, Andrew	Non-Compliant	11/08/2010	XXXXX5014	Active	10/08/2010	10/11/2010	RW Hyde Construction		Employee	LMC_Walkup	Chelmsfo
							Liberty Design and				

*
Fictitious Data



Contractor Screen

Contractors can view their employees.

They can also review which are allowed access into MFC sites.

Vendor Name: Aramark

First Name:

Last Name:

Compliance Status:

Compliance Expires:

SSN:

Person Status:

Type:

Vendor Locations:

User Field 1:

User Field 2:

Self Reported Conviction:

Search By Date:

SEARCH

149 found. Displaying Results.

Name	Compliance Status	Compliance Expires	SSN	Person Status	Order Date	Completion Date	User Field 1	User Field 2	Type	Location
Ali, Amshad	Non-Compliant	03/11/2010	XXXXX2784	Active	02/11/2010	02/11/2010			Sub Contractor	DEFAULT LOCATION
Anderson, VINCENT	Compliant	12/31/2011	XXXXX8764	Active	12/10/2010	12/14/2010			Employee	DEFAULT LOCATION
Ayala, Maribel	Compliant	02/24/2011	XXXXX3552	Active	02/24/2010	03/01/2010			Sub Contractor	DEFAULT LOCATION
barber, gerald	Non-Compliant	05/26/2010	XXXXX3615	Active	04/26/2010	04/26/2010			Sub Contractor	DEFAULT LOCATION
Barrios, Haydee	Compliant	12/31/2011	XXXXX1189	Active	12/10/2010	12/14/2010			Employee	DEFAULT LOCATION
Beato, Linda	Non-Compliant	01/14/2011	XXXXX5572	Active	12/14/2010	12/15/2010			Employee	DEFAULT LOCATION
Belin, jonathan	Compliant	03/09/2011	XXXXX4329	Active	03/09/2010	03/12/2010			Sub Contractor	DEFAULT LOCATION
Black, David	Compliant	12/31/2011	XXXXX0023	Active	05/04/2010	05/06/2010			Sub Contractor	DEFAULT LOCATION
Bowley, Leslie	Compliant	12/31/2011	XXXXX5994	Active	09/08/2010	09/09/2010			Employee	DEFAULT LOCATION

* Fictitious Data


LMMFC Contractor Screen



Now what?

Now that your employees are inputted, please contact your Security Site Lead or Facility Security Officer on any other requirements needed for entry.

For example, some sites require additional training requirements, or additional forms such as the Meeting Notification form; U-1154 (shown to the right) before entry.



Form No. U-1154 October 2002

Unclassified/Classified Meeting Notification

SUBMIT 24 HOURS PRIOR TO MEETING

TO: Security/Visit Control Team MP Phone Choose Below FAX Choose Below

FROM: Phone:

SUBJECT: Unclassified Meeting Classified Meeting Notification (check appropriate box)

Dates of meeting, from to arrival time via (gate or lobby)

Program / organization hosting meeting:

Subject of meeting:

Location of meeting/areas to be visited:

Type of badges (Check one): Visitor/Escort Visitor/Non-Escort VIP/Escort VIP/Non-Escort

VIP badges must be provided to Security by the requester. Non-Escort badges require authorization by a Manager or above, or Protocol.

Non-Escort Authorization: (Name of Manager authorizing) (Title of Manager authorizing)

Additional instructions/requirements:

CLASSIFIED MEETINGS ONLY

Clearance Level Required: Top Secret Secret Confidential

Special Accesses Required: COMSEC CNWDI NATO WNINTEL

Host/Monitor for Classified meeting: Phone:

PERSONS SCHEDULED TO ATTEND THIS MEETING

Attendee Full Name (Alphabetically)	Citizenship	Company Name	Social Security No.

A blank copy of this form may not be the form currently in effect. The current version is always the version online.
Form No. U-1154 October 2002 Page 1 of 1



Contractor Screen

Points of Contacts:

LMMFC Enterprise
Wolf Louis, Contractor Screen Administrator
(407)356-6522 office
(407)356-4681 fax
Wolf.Louis@lmco.com

Archbald, PA ([Security Website](#))
CJ Hughes, FSO
(570)803-2506

Camden, AR
Jason Purifoy, FSO
(870)574-5781

Chelmsford, MA
Julie Cavicchio, Acting FSO
(978)703-2659

Dallas, TX
Jane Dinkel, FSO
(972)603-9597

El Paso, TX
Rick Gandenberger, FSO
(915)852-1108

El Paso/Ft. Bliss Field Office, TX
Rick Gandenberger, FSO
(915)778-9229

Lufkin, TX
Jack Musick, FSO
(936)633-4819

Littleton, CO
Maria Hoffman
(303)374-2088

Ocala, FL ([Security Website](#))
Lee Folsom, FSO
(352)687-5405

Orlando, FL
Steve Slocum, FSO
(407)356-4044

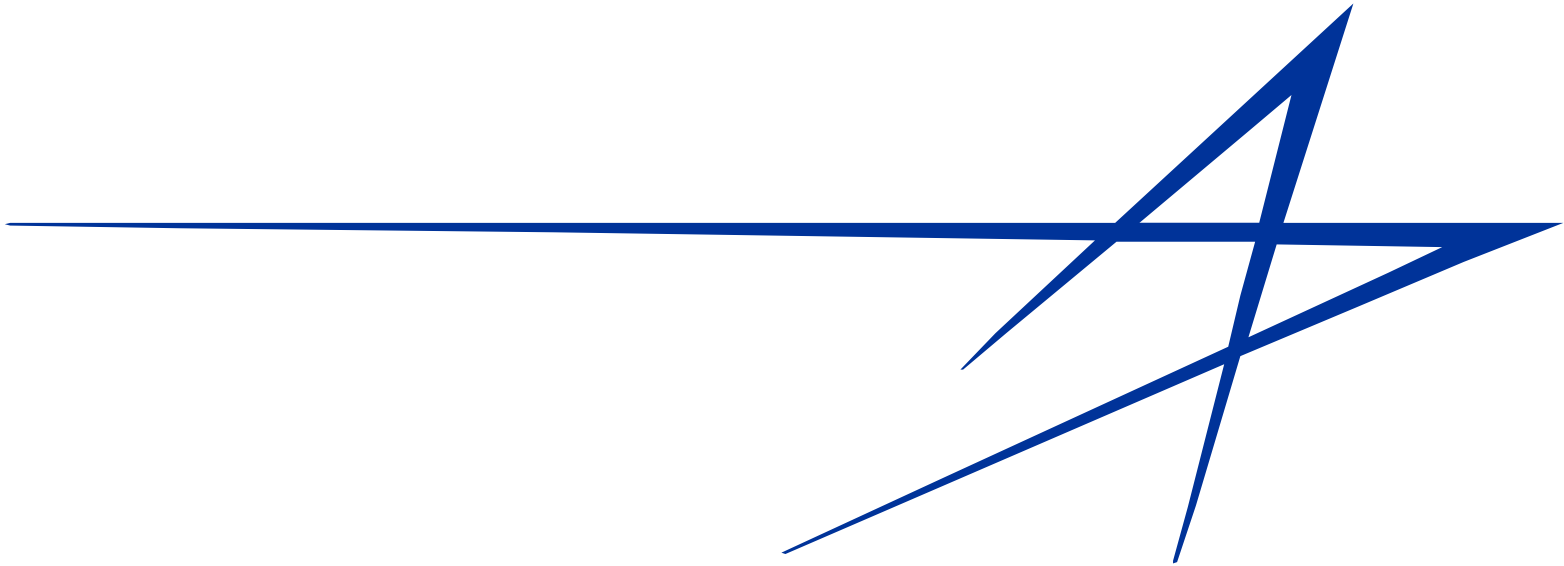
Redstone Arsenal, AL
Dan Robinson, FSO
(256)842-2283

Santa Barbara, CA
Dan Cook, FSO
(805)571-2389

Troy, AL
Kent Sublett, FSO
(334)807-5226

WRAFB, GA
Julie Jordan, FSO
(478)328-7475

WSMR, NM
Roger McKissick, FSO
(575)678-3170



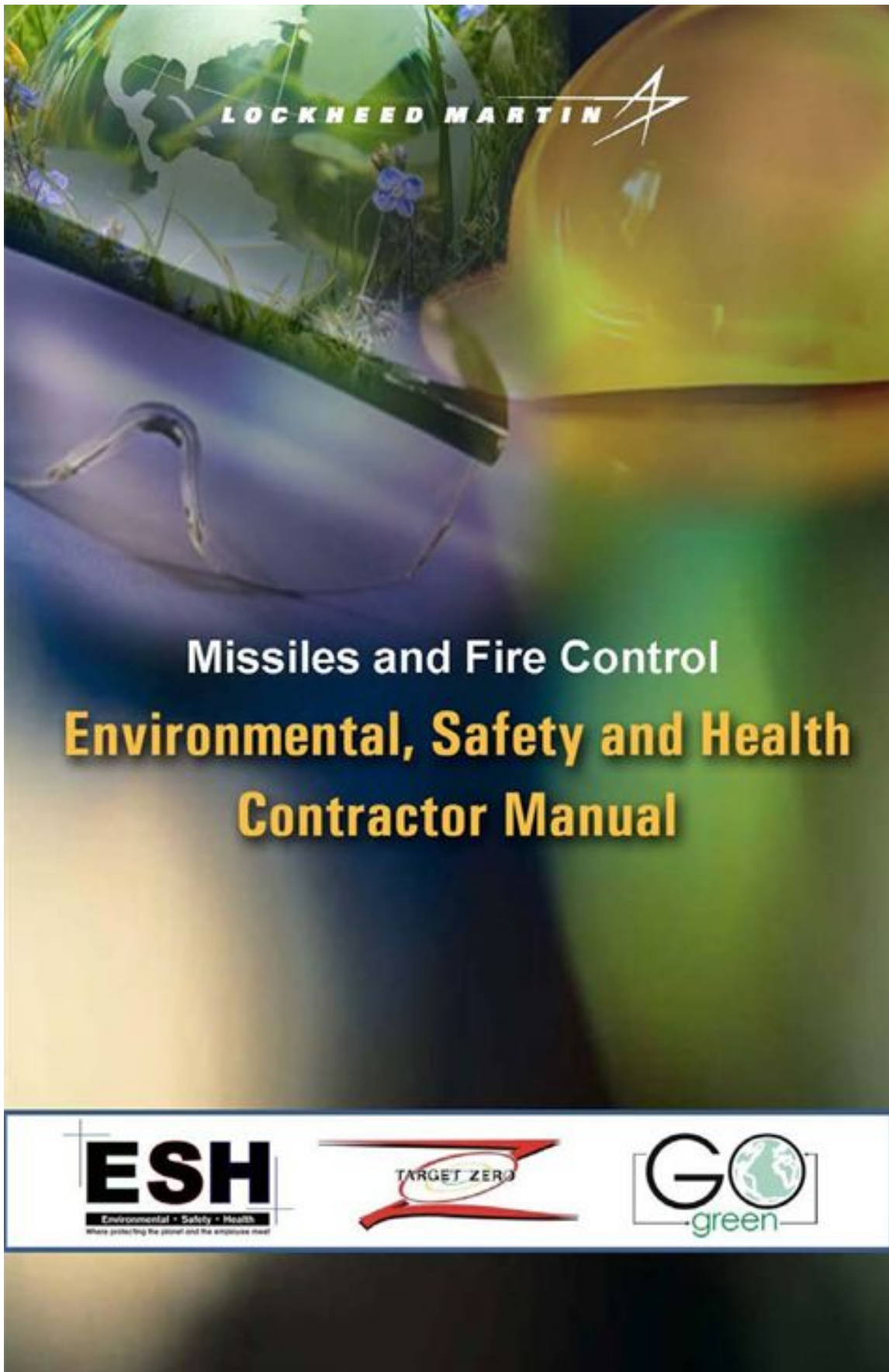


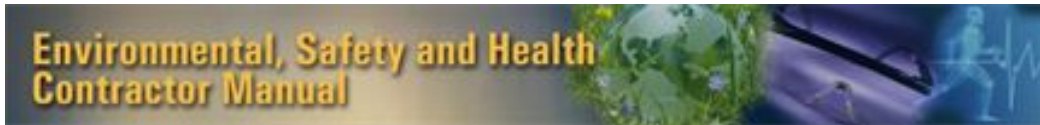


Table of Contents

Title	Page
Emergencies and Facilities Protection.....	3
General Evacuation.....	3
Medical Emergencies/Occupational Health Services.....	4
General Information.....	5
ESH Policy Statement.....	5
ESH Contractor Program.....	6
Your Rights and Responsibilities.....	7
Enforcement Policy.....	10
Environmental Safety and Health.....	11
Air Emissions.....	11
Asbestos.....	12
Compressed Gas Cylinders.....	13
Confined Space Entry.....	14
Cranes and Hoisting Operations.....	15
Electrical Safety.....	16
Energy Controlled Procedures (LO/TO).....	17
Erosion and Sediment Control Measures.....	18
Explosives.....	18
Process Safety Management.....	18
Fall Protection.....	19
Fire Sprinkler Impairment.....	20
Flammable, Combustible and Toxic Materials.....	21
Hazard Communication/MSDS	22
Health & Safety Plan (HASP)	23
Historical and Archeological Resources	23
Hot Work.....	24
Housekeeping and Material Storage.....	24
Indoor Air Quality.....	24
Laser/Radiation Usage	25
Machinery, Tools and Equipment	25
Natural Resources.....	26
Noise	26
Painting and Spray Painting	27

Environmental, Safety and Health Contractor Manual

Lead Containing Paint.....	27
Personal Protective Equipment	28
Eye Protection.....	28
Foot Protection	29
Hand Protection.....	29
Head Protection.....	29
Portable Ladders/Ladders.....	30
Powder Actuated Tools.....	31
Roofing Operations	31
Sandblasting.....	32
Scaffolds.....	33
Scissor Lifts, Aerial Lifts and Other Personnel Lift Devices	34
Trenching	35
Utility Shutdown	35
Vehicle Operations/Forklifts and Powered Industrial Trucks	36
Warning Signs and Barricades.....	37
Waste.....	38
Hazardous Waste.....	38
Solid and Sanitary Waste.....	39
Water Resources.....	40
Stormwater Pollution Prevention Plan.....	41
Working Alone.....	42
Appendix A - Terms and Definitions.....	43
Appendix B - Florida Specific Applicable Publications.....	44
Appendix C - Third Party User Loaned Tool/Equipment Indemnity Agreement.....	45
Revision History	47



General Evacuation

LMMFC has developed emergency response plans for all facilities. You may be asked to participate in an evacuation drill in preparation for an actual emergency. When the fire alarm sounds or you are notified by your LMMFC contact you and your employees should:

- Stop all work;
- Shut off electrical equipment and machines and secure classified material, if possible;
- Walk to the nearest exit, including emergency exits with panic bar assemblies. Push the bar and exit the building.
- Account for all of your employees and move to the evacuation assembly area and wait there for your LMMFC contact.
- Do not re-enter the facility until instructed to do so by LMMFC Facilities Protection or the ESH office.

If your employees are not working in their normal work areas, or they are in hallways, rest rooms, etc., they should use the nearest exit. Once outside the building, your employees should stay at least 200 feet away from the building while proceeding to the assembly area (if you are unaware of the assembly areas, ask your LMMFC contact in advance of an emergency).

Your employees should become familiar with the evacuation routes in their work areas.

Environmental, Safety and Health Contractor Manual

Medical Emergencies/Occupational Health Services

Many of our locations have an Occupational Health Service group on duty during working hours. In the event that your employees are injured while on LMMFC property they should:

- Report the injury immediately to the on-site supervisor and Occupational Health Services (if available) as soon as possible.
- If the injury is serious and the employee is unable to report to Occupational Health Services, they should call or have someone else call the site emergency number and request emergency medical response. Your employees should be prepared to provide the location of the emergency, building number or name, floor and column number and details on the nature of the emergency.

On-site supervisors should report all injuries to the LMMFC contact or ESH office and OHS, no matter how minor, immediately. Copies of reports of all injuries must be given to the ESH office and documentation relative to incident investigation(s). ESH may request further information depending on the incident.

All contractors are encouraged to report Near Miss/Close Call incidents to ESH or their LMMFC contact. Near Misses and Close Calls will be investigated to determine cause and mitigation of exposure.





General Information

ESH Policy Statement

MFC ESH Policy 1-1-003: The Environmental, Safety and Health (ESH) Policy of Missiles and Fire Control is to operate our facilities in a regulatory compliant, responsible manner that protects the environment and surrounding communities, commits to pollution prevention and prevention of occupational injury and ill health, conserves natural resources, and provides a safe and healthful workplace for employees, contractors, and visitors. This Policy Statement requires MFC employees to:

- Integrate ESH considerations into strategic business decisions, engineering design, procurement, facilities management and production
- Continually improve the environmental aspects and safety and health performance of our business and establish and review ESH goals in applicable performance measurements
- Cultivate ESH responsibility by all employees' at all organizational levels and those who work on behalf of and under the control of the Company.

The letters "ESH" are rendered in a large, bold, black font. The "E" has a green outline, the "S" has a red outline, and the "H" has a blue outline. The letters are centered between two vertical lines: a blue line on the left and a green line on the right. Horizontal lines extend from the top and bottom of these vertical lines, crossing the "E" and "H" respectively.

Where protecting the planet and the employee meet



Environmental, Safety and Health Contractor Manual

ESH Contractor Program

Lockheed Martin Missiles and Fire Control is dedicated to ensuring that a safe working environment exists for both its own employees as well as for contractor and subcontractor employees. As part of our company wide initiative, we have implemented a Contractor ESH Program to reflect the importance of environment, safety and health in our business.

Our program consists of five parts:

1. A complete review of the project's Environmental, Safety and Health (ESH) requirements;
2. A review of all contractor project implementation plans;
3. Orientation of all contractor employees in our site requirements for emergency procedures, chemical usage and accident reporting;
4. Certification of required training as required;
5. Periodic work-site inspections to ensure compliance.

We expect all contractors or subcontractors working at our facilities are:

- Fully qualified and trained to OSHA requirements found in 29 CFR 1910 and 29 CFR 1926 as applicable;
- Responsible for the safety of their employees as well as protection of Lockheed Martin Corporation (LMMFC) employees and property at their project site;
- In compliance with all local, state and federal regulations, statutes or laws.

Your cooperation and continued support of Environmental, Safety and Health (ESH) is greatly appreciated.



Your Rights and Responsibilities

This manual provides you with standards that must become part of your everyday work at our facility (ies). It does not supersede any standards set by any regulatory agency, nor does it eliminate the need for sound ESH practices beyond those given in this manual. The general information given here may be superseded or supplemented by more detailed or more current requirements.

Missiles and Fire Control requires that you read this manual before you start work. On the job, you are expected to follow these and other ESH practices. Failure to do so may result in warnings and other appropriate actions to protect you and your employees. Repeat minor or a single serious infraction will result in restricted access or removal from the premises for contractor employees and possible contract termination.

Maintaining a safe and healthy work environment that is environmentally sound is a continuous effort that requires everyone's cooperation. The contractor is responsible for maintaining safe working conditions and reasonable and prudent Environmental, Safety and Health practices while on LMMFC property.

It is the LMMFC policy to comply with all applicable local, state and federal laws and regulations affecting the health, safety and environmental liability and the enforcement of those requirements on its contractors.

It is your responsibility (the contractor or contract employee) to:

- Learn about all applicable hazards in the workplace;
- Use proper practices and procedures;
- Properly use personal protective equipment;
- Use all personal and equipment safeguards;
- Observe the Tobacco-Free policy when on premises. Premises includes property that Lockheed Martin owns, leases as a tenant, or operates for a customer-owner, including all buildings, spaces, grounds, parking lots, vehicles, and aircraft. Tobacco is any product including, but not limited to, cigarettes, cigars, cigarillos, pipes, chewing tobacco, or snuff;



ESHDP022 7

Environmental, Safety and Health Contractor Manual

- Promptly report any on-the-job accidents or unsafe conditions to your on site Supervisor or foreman;
- Stop the job in the event of any accident involving personnel, production hardware or equipment and notify your on site Supervisor or foreman;
- Maintain good housekeeping practices;
- Report any spills of chemicals or other hazardous materials immediately by calling the emergency number provided;
- Make certain you have the required training for the work you are performing;
- Wear the badge(s) provided to you visibly on the upper front part of your body at all times;
- Wear long pants and shirts with sleeves in accordance with work area requirements;
- Ensure that all have medical certifications in accordance with their job function and legal requirements;
- Conduct periodic safety meetings/tool box talks and submit to LMMFC upon request;
- Prohibit the use of cell phones and other electronic devices while operating a motor vehicle unless using a hands free device;
- Prohibit the use of LMMFC equipment (ie ladders, forklifts, tools etc.) unless Third Party User Loaned Tool/Equipment Indemnity Agreement is allowed at the LMMFC facility and proper signatures are obtained.
- Protect your work site with appropriate “Caution” and “Warning” signs and barricading.



Your Rights and Responsibilities (cont)

- Provide upon request your LMMFC site contact and/or ESH with the name(s) of the competent person(s) for each of the listed standards, as they may apply. This list should not be considered all-inclusive. The contractor is responsible for providing the name(s) of competent person(s) for standards that have been omitted from this list:

29CFR1910.66,	Powered platforms for building maintenance, including Appendix C, Personal Fall Arrest System
29CFR1926.32,	Definitions
29CFR1926.53,	Ionizing Radiation
29CFR1926.62,	Lead
29CFR1926.450,	Scaffolds
29CFR1926.500,	Fall Protection
29CFR1926.650,	Excavations
29CFR1926.705,	Requirements for lift-slab operations
29CFR1926.803,	Compressed air
29CFR1926.1101,	Asbestos
29CFR1926.1127,	Cadmium
40 CFR Part 82,	Protection of Stratospheric Ozone
Subpart F	

If you have any questions about any ESH provisions or meanings, you should address them with your employer, the LMMFC contract monitor, site contact, or the ESH office.

Environmental, Safety and Health Contractor Manual

Enforcement Policy

Our goal is to prevent injuries and losses attributed to unsafe work practices or conditions. To ensure our expectations for compliance are being met, Lockheed Martin MFC has developed the following enforcement policy:

Any noncompliance issues voluntarily disclosed to the ESH Department by the contractor or a contract monitor would not be considered for enforcement provided corrective action is taken in a timely manner.

Enforcement actions are based on severity and frequency of infractions. MFC reserves the right to restrict access of contractor employees and/or to terminate the contract if, in the Company's discretion, contractor infractions are sufficiently serious to warrant such action.



Environmental Safety and Health

Air Emissions

All air emission sources (e.g. chemical operations, combustion units, etc) must be reviewed and authorized by LMMFC ESH department prior to use. Contractor must coordinate any regulatory notifications and/or permits with LMMFC ESH. In accordance with LMMFC policy on ozone depleting compounds [e.g. Chlorofluorocarbons (CFC)], all site contractors must comply with the following standards:

- a) Fluorocarbon refrigerants may not be vented.
- b) All refrigerants must be recovered using an EPA certified recovery unit.
- c) All refrigerant leaks must be repaired, and integrity verified in accordance with 40 CFR 82. Written documentation or leak repair efforts and follow-up verifications must be provided to the LM Contact for all units greater than 50 lbs of CFC charge.
- d) Written documentation reporting all refrigerant used or charged into equipment must be provided to the LM Contact for all units greater than 50 lbs of CFC charge.
- e) All personnel performing refrigeration system installation, maintenance, and disposal must provide a photocopy of their EPA refrigeration certification card to the LM Contact. A copy will be retained for the Project File.
- f) All equipment and tools must be supplied by the contractor and/or its subcontractors, and shall be maintained in a safe operating condition, free from defects or wear which may constitute hazard to any person or property.

No generators greater than 50KW shall be employed on site without prior ESH approval.

Environmental, Safety and Health Contractor Manual

Asbestos

ASBESTOS (29 CFR 1926.1101)

If any work involves any potentially Asbestos Containing Material, stop job and contact Contract Monitor or ESH Department.

DO NOT disturb or dispose of materials containing asbestos without ESH approval.

Materials that may contain asbestos at our site are:

- Pipe elbows, tee's, valves – hard packed cement
- Hi Pressure steam lines – some straight runs
- Most valve and stem packing – rope type braid
- Gaskets – valve flanges
- Floor tile – all floor tile and mastic is suspect
- Fire doors – lining inside of older doors
- Under our wooden floors – felt and mastic
- HVAC insulation wrap –in our fan rooms



Compressed Gas Cylinders

Chain or secure cylinders in an upright position at all times whether in storage or use.

Move cylinders only when they are chained to a handcart; never drop, roll or slide them across the ground or floor.

Keep the protective cap in place at all times when the cylinder is not in actual use. Cylinder must be properly labeled with contents and hazard warnings.



Always use the proper regulator for each cylinder. Do not use an adapter or other connections to attach a regulator to a gas cylinder.

Store and properly secure cylinders in a well ventilated location. The use and storage of flammable/combustible gases is restricted in the facility. Advance approval by the LMMFC ESH office is required.

All cylinders utilized on site shall be free of corrosion and inspected/tested per Department of Transportation (DOT) requirements. Any cylinder that does not meet DOT inspection requirements must be tagged "Do Not Use" and removed from LMMFC property.

Keep oxidizing gases separate from fuel gases by distances required by the National Fire Protection Association (NFPA)/OSHA.

Cylinders should be tagged and capped when empty. It is recommended that full and empty cylinders be stored separately.

Environmental, Safety and Health Contractor Manual

Confined Space Entry

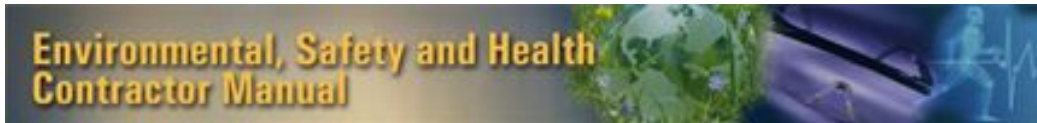


When the operations or work activities involve confined space entry, contractors are required to supply LMMFC a copy of their confined space entry program and receive job specific orientation about potential hazards associated with specific permit required confined spaces. Contractors will issue their own entry permits and provide a copy to the LMMFC site contact and/or ESH prior to entering the confined space for approval.

Confined spaces include, but are not limited to, storage tanks, water meter pits, sewers, boilers, ventilation ducts, tanks, tunnels and open top spaces that are more than four (4) feet in depth such as pits, vaults and equipment.

Permit required confined spaces are marked with caution signs that remind the contractor that a permit is required before entry.

Contractor and subcontractor personnel shall notify the LM contact prior to performing any work in confined spaces. Contractor shall coordinate all work activities involving confined space entry with LMMFC ESH. All personnel associated with such activities shall be trained by their employer to perform those responsibilities defined in 29 CFR 1910.146. Any such work may be performed only after issuance of a "Confined Space Entry Permit". Inform LM contact or LMMFC ESH of hazards confronted or created in permit spaces during entry operations.



Cranes and Hoisting Operations

All proposed helicopter or crane operations involving movement over the roof of any LMC building shall be coordinated through your Contract Monitor.



- The erection, operation or dismantling of any boom-type lifting or hoisting equipment, or any part thereof, closer than 15 feet from energized overhead high-voltage lines is prohibited.
- Mobile cranes shall not be operated or moved within 3 feet of any open trench.
- Equipment adjacent to trenches shall not be moved until all personnel are evacuated from the trench area.
- Hoist and rigging equipment and associated attachments must have the required manufacturer's label that includes its rated working load capacity.
- All hoisting machinery operated by the contractor shall be documented by a competent person, or by a government or private agency recognized by the U.S. Department of Labor showing an annual inspection within the prior 12 months.
- Maintain hoist and rigging equipment inspection records and provide these upon request.
- NOTE: Contractor may not use LMMFCC hoist and rigging equipment without prior written approval by LMMFC ESH.

Environmental, Safety and Health Contractor Manual

Electrical Safety



Any contractor that will be installing or repairing electrical equipment or electrical distribution systems shall be qualified and have the appropriate training by their employer before commencing work at our facilities. The minimum requirements for training are contained in the OSHA Electrical Construction standards, 29 CFR 1926.400. Proof of training must be available upon request by LMMFC.

Do not work on any LMMFC electrical equipment until the equipment has been de-energized and locked out. LMMFC Lockout/Tagout program shall be followed. Your Contract Monitor or ESH can supply you with a copy of the Lockout/Tagout Program.

Work that requires electrical equipment to be energized for proper installation, test or service must be reviewed and cleared by the ESH office prior to actual installation, test or service. All such hot work will require the contractor to have safety related procedures, appropriate personal protective equipment, specialized training and adequate working clearance in the work area. All work carried out on energized electrical circuits greater than 50 volts shall be conducted in accordance with National Fire Protection Association (NFPA) 70E. Electrical circuits cannot be shut down without the authorization of the Facilities Maintenance office.



Electrical extension cords used on LMMFC projects must be free from splices or other damage. The extension cords must be manufactured from UL listed components and must be one continuous assembly. Daisy chained cords are not permitted. Multiple outlet extension cords are allowed if properly sized for the load. Extension cord sets used with portable electric tools and appliances shall be of the three wire type and designed for hard or extra hard service. Flexible cords used with temporary and portable lights shall be designed for hard or extra hard service.



Electrical Safety (cont)

Flexible power cords and extension cords shall be protected from mechanical damage. Sharp corners and projections shall be avoided. Flexible cords and extension cords may pass through doorways or other pinch points, if protection is provided to avoid damage and do not create a hazard.

Contractors shall use either ground fault circuit interrupters or an assured equipment grounding program as specified in 29 CFR 1926.404 to protect employees on construction sites. The program shall cover all cord sets, receptacles that are not a part of the building and equipment connected by cord and plug that are available for use or used by employees on the construction site.

All electrical work sites in aisles or other areas accessible to LMMFC residents shall be barricaded such that anyone outside the barricade will be at least three (3) feet from any electrical hazard. No work site with exposed, energized parts shall be left open at the end of the work day. Protective covers or enclosures or Lockout/Tagout shall be used to protect against accidental contact.

Energy Controlled Procedures (LOTO)

1. Contractors are required to provide Lockout/Tag out programs and training to their employees as required by OSHA standards.
2. Contractors are to provide all locks, warning tags, and lockout/tag out devices necessary to safely perform the job.
3. Notify Facilities/ESH prior to performing lockout/tag out and to coordinate/communicate the Energy Control Program to achieve compliance with the on-site Lockout/Tagout program.



Note: At the **Chelmsford** facility no contractors are allowed to perform any tasks associated with LO/TO. Please work with the facilities organization to complete.

Environmental, Safety and Health Contractor Manual

Erosion and Sediment Control Measures

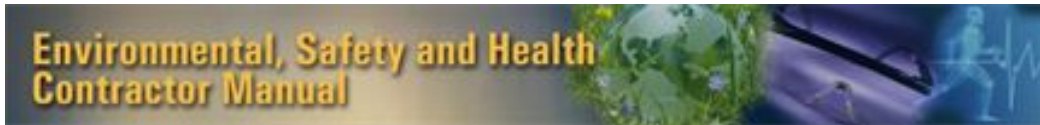
- Burn off of the ground cover is not permitted unless specifically authorized by LMMFC and properly permitted. Contractor shall comply with all burn permit conditions if obtained and applicable.
- Manage and controls borrow pit areas to prevent sediment from entering nearby streams or lakes. Restore areas, including those outside the borrow pit, disturbed by borrow and haul operations. Restoration includes grading, replacement of topsoil, and establishment of a permanent vegetative cover.
- Follow the applicable sediment and erosion control plan. ESH must approve the sediment and erosion control plan prior to commencement of work.

Explosives

Use of explosives will not be permitted for any activity unless LMMFC ESH has granted specific advance written approval. This will not be granted until LMMFC ESH, Facilities, and Facilities Protection have reviewed a detailed Health and Safety Plan (HASP).

Process Safety Management

- The purpose of Process Safety Management (PSM) is to prevent or minimize consequences of catastrophic releases of toxic, reactive, flammable or explosive in various industries. The requirements of a Process Safety Management Program are outlined in 29 CFR 1910.119.
- PSM applies to contractors performing maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to a covered process. It does not apply to contractors providing incidental services which do not influence process safety, such as janitorial work, food and drink services, laundry, delivery or other supply services.” Please contact ESH if you are unsure if PSM applies to the work you will be performing while on site.



Fall Protection

1. Fall protection systems and fall protection equipment are required on any working surface six feet or greater above a lower level, or on any operation where a reasonable probability of injury may be prevented by the use of such systems and equipment.
2. Only personal fall arrest equipment (harness systems and lifelines) appropriately rated by the manufacturer for the type or work under consideration will be used. "Body Belts" are not permitted.
3. All shoe sole materials must provide adequate sole-to-surface friction to prevent slip and/or fall injuries.
4. Head protection; such as hard hats, are to be worn in all areas in which there exists the possibility of falling objects from above.
5. Employees are to be protected from falling objects by toe-boards; screens or guardrail systems erected to prevent objects from falling from higher levels, or be protected by a canopy structure erected to deflect falling objects. The area to which objects could fall may be marked with signs or barricaded so those employees are prohibited from entering the area.



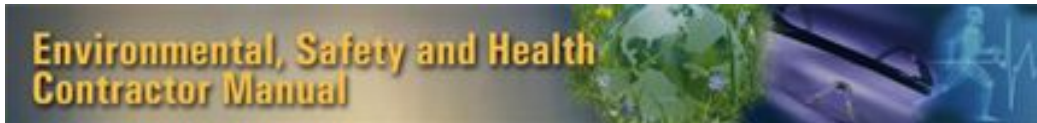
Environmental, Safety and Health Contractor Manual

Fire Sprinkler Impairment

1. Construction materials or other equipment shall not be placed upon or suspended from any fire sprinkler pipes, valves, or supports, either temporarily or permanently.
2. No work shall be performed, or any valve opened or closed, on any fire sprinkler system without the prior approval of Facilities Protection and/or ESH.
3. Coordinate any planned sprinkler system impairments with Facilities Protection, Facilities or ESH as soon as possible prior to beginning work. Facilities Protection, Facilities and/or ESH is responsible for ensuring that all notifications are made and all precautions are taken before work is performed on the fire sprinkler system.



Orlando Notification: Notice shall be provided to LMMFC ESH 48 hours prior to the work.



Flammable, Combustible and Toxic Materials

All ESH pre-approved flammable liquids brought onto LMMFC property must be stored in properly labeled, approved containers and in areas approved by the ESH office and Facilities Engineering or Facilities Protection. Notify your LMMFC contact in advance of any use of flammable materials within LMMFC grounds and buildings.

- Every effort will be made to use the safest product with the lowest flammability range. This includes alternate methods of construction or design.
- The contractor will also provide a safe storage area outside of the building(s). This area will be in compliance with all applicable codes and shall have adequate secondary containment.
- Flammable and combustible liquids must be dispensed from metal safety cans bearing a Factory Mutual (FM) or Underwriters' Laboratory (UL) listing.
- Metal cans shall have the perforated metal screen (flash arrestor) in place. Must follow all OSHA and NFPA requirements for flammable and combustible materials.
- When using flammable and combustible materials, additional ventilation may be required to control ignition sources. Ventilation equipment used to exhaust flammable vapors must be hazardous location rated.



Environmental, Safety and Health Contractor Manual

Hazard Communication/MSDS



Under the Hazard Communication Standard, each contractor is required to have an MSDS for each material with which its employees work.

Contractors/Vendors must submit MSDSs to the ESH office for review prior to bringing the chemical on site.

Hazardous materials include, but are not limited to, adhesives, solvents, acids, caustics, paints, floor covering, coating, cleaners, detergents, flammable and combustible liquids, and insulation materials.

If the materials have not been previously reviewed by the ESH office, the contractor will be denied access until the Lockheed Martin ESH office has been contacted and clearance is arranged. Clearance is never automatic, many substances that are highly toxic or damaging to the environment are never allowed on LMMFC property. It is always best to request clearance prior to any required use date.

If any contractor is found using materials on site that have not been reviewed by the ESH office, corrective action may be taken to remove the materials. Further action may include work stoppage or contract cancellation. MSDSs must be kept where they are readily accessible to all employees who might come into contact with the hazardous material.

Contractors are responsible for ensuring that all of their employees, agents or subcontractors who work with hazardous materials have received Hazard Communication (Right To Know) training by their employer. Proof of training must be available upon request by LMMFC.

The spill or release of any substance must be immediately reported to LMMFC through established LMMFC emergency procedures. Stop source of leak or spill if it is safe to do so and follow Facilities emergency procedures.



Health & Safety Plan (HASP)

In some instances, a job HASP will be required. Examples of jobs that would require a job specific HASP would include, but are not limited to, asbestos abatement, environmental remediation, confined space activities and any other activities that pose a significant impact to the environment or the health and safety of personnel. A HASP shall provide the following:

- a) an outline of the requirements of each project;
- b) a description of how the project will be completed;
- c) specific training requirements for the project and a listing of personnel required to be so trained;
- d) certification of training for those employees who have received applicable training and medical surveillance;
- e) copies of certificates of insurance;
- f) emergency response plans and telephone numbers; and
- g) the methods for assuring contractor and subcontractor compliance with regulatory requirements.

Copies of HASPs shall be retained on site and available to LMMFC ESH or the LM Contact.

Historical and Archeological Resources

Carefully preserve and report immediately to LMMFC items having possible historical or archeological interest that are discovered in the course of work. Protect monuments, markers and works of art.

Environmental, Safety and Health Contractor Manual

Hot Work



If your work requires welding, cutting, gas heaters, flame cutting, or any spark producing activity, you must obtain a “Hot Work Permit” from the appropriate Facilities Protection or ESH office and/or its designated representative (for further information contact the LMMFC project engineer), and strictly follow site procedures. All welding and cutting operations must be conducted in accordance with ANSI Z49.1.

Housekeeping and Material Storage

Maintain good housekeeping at all times. Clean work areas and store items neatly at the end of each work shift. Remove combustible material (e.g., trash, wood, rags, cardboard, paper) at the end of each day appropriately.



Electrical panels, emergency equipment, means of egress, aisles and passageways may not be blocked. Materials may not be stored on scaffolds, runways, loading docks, or roofs in excess of materials needed for immediate use. Storage within stairwells is not permitted.

Enclosed non-combustible disposal chutes are required whenever solids waste materials are dropped greater than ten feet.

Storage of chemicals outside is prohibited unless adequate secondary containment is used and the chemicals are protected from contact with precipitation.

Indoor Air Quality

Gasoline, diesel, liquefied petroleum (LP) gas powered internal combustion engines shall not be used inside LMMFC buildings unless prior written approval is obtained from LMMFC ESH. Such equipment includes, but is not limited to Powered Industrial Vehicles, pressure washers, concrete saws, generators and the like.



Laser/Radiation Usage

Lasers and/or radiation sources are not to be used on LMMFC property without prior written approval from the LMMFC ESH department.

NOTE : For ceiling leveling lasers, trained personnel and warning signs are required. LMMFC ESH permission is not required for these types of lasers.

Machinery, Tools and Equipment



Any machinery or equipment used in the work area must have appropriate guarding, interlocks or controls to ensure safe operation, including but not limited to emergency stops, power drop outs/zero start controllers, and point of operation guards. Machinery and equipment must be inspected for defects in the guarding and operation before each use.

Never remove, make inoperative or reduce the effectiveness of any equipment or machine guard.

Never override any safety interlock or attempt to operate any piece of equipment or machinery without guards or other required safety devices in place and fully functional.

Never operate any piece of equipment or machinery when it is functioning improperly or at any time when operation would constitute a hazard. Any piece of equipment that does not meet this requirement must be repaired at once, prior to further use, or removed from the premises.

Occasionally, during installation of equipment or demolition of an existing area, there may be times when a piece of equipment must be left in an incomplete state. It may be potentially hazardous to operate the equipment or to enter the area during this time. When such situations occur, the equipment must be locked out or the area must be identified with yellow tape that reads "Caution – Do not Enter."

Environmental, Safety and Health Contractor Manual

Natural Resources

The contractor is responsible for preserving the natural resources within the project boundaries and outside the limits of permanent work. The contractor must restore the natural resources to an equivalent or improved condition upon completion of work. They must confine construction activities to within the limits of the work indicated or specified.

Except in areas to be cleared, the contractor is not to remove, cut, deface, injure or destroy trees or shrubs without the permission of LMMFC ESH. The contractor is not to fasten or attach ropes, cables, or guys to existing nearby trees for anchorages, unless authorized by LMMFC ESH. Where such use of attach ropes, cables, or guys is authorized, the contractor shall be responsible for any resultant damage.

The contractor shall protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations.

Noise

1. Operations involving high noise producing equipment are not to be conducted in populated areas.
2. Noise levels must be within safe limits and/or employees must be provided proper hearing protection.
3. Hearing protection equipment must be used in the event safe noise levels are exceeded.



Make the maximum use of low-noise emission products, as certified by the EPA.



Painting and Spray Painting



If painting on roofs, contact your LMMFC contact for closing of air intakes for air handling systems to prevent intake of vapors into the ventilation system.

Ensure that all paint containers are properly stored and paint related wastes are properly disposed.

Paint and adhesives with low odor thresholds used in areas adjacent to and occupied by personnel may be applied only on off-shift or on weekends, to minimize employee exposure and odor complaints.

Paint Containing Lead

Construction work activities where personnel may be occupationally exposed to lead must follow OSHA's construction standard "Lead Exposure in Construction," 29 CFR 1926.62.

- Paint and undercoating on steel structures or members must be assessed as to lead content, prior to the activities listed above. When lead is detected, controls will be required to ensure acceptable worker protection.
- Prior to conducting any of the above listed activities, contact the LMMFC ESH department to determine the presence of lead. Ensure all lead-containing paint is disposed of in accordance with all site disposal requirements.

Environmental, Safety and Health Contractor Manual

Personal Protective Equipment (PPE)

If your work exposes your employees to potential hazards, they should be furnished with the appropriate personal protective equipment. If you do not have the appropriate personal protective equipment, you may not work on LMMFC property. Personal protective equipment includes, but is not limited to, such items as safety glasses, goggles, face shields, respirators, hearing protection, gloves, plastic aprons, arm guards, hard hats and foot protection.

If your Safety Program requires the use of personal protective equipment within the work area, appropriate warning signs shall be in place to notify any person entering the area the PPE is required. Any person, LMMFC employee, visitor or contractor, inside a work area that has PPE requirements, shall wear the appropriate equipment.

Eye Protection

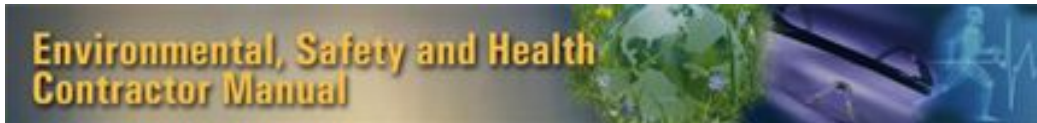
Your employees are required to wear adequate eye protection when exposed to the risk of eye injury or when in areas which present eye injury hazards.

Watch for signs indicating that eye protection is required. In some areas where eye injury hazards may be encountered, a pair of safety glasses may not be sufficient. Safety goggles, full face shields or safety glasses with side shields or tinted lenses may be required to avoid injury. Signs are posted in areas that require the use of eye protection.



On all construction or demolition projects ANSI Z87 safety glasses will be worn (no exceptions). Sunglass safety lenses are only suitable for outdoor work.

Prescription eyewear will have the ANSI Z87 stamp and side shields. If prescription eyewear is not duly rated, the employee will wear ANSI Z87 overprotection. Overprotection will not interfere with fit or vision.



Personal Protective Equipment (PPE) cont.

Foot Protection

Safety shoes with steel reinforced toes protect your employees from crushing foot injuries. Safety shoes are required whenever material handling equipment is used or your employees may come in contact with dangerous work surfaces such as nails, rolling stock or other foot hazards.

LMMFC has foot protection required areas in most manufacturing areas and your site contact or ESH can cover those locations with you prior to commencing work. If working in an LMMFC foot protection required area, the contractor will be required to wear appropriate foot protection.



Hand Protection



Gloves protect your employees' hands from small cuts, nicks, abrasions, skin irritations, burns and chemical absorption through the skin. Never immerse hands in chemicals, even when wearing protective gloves. Never use torn or "holed" gloves. Do not wear jewelry while performing electrical tasks or when operating or servicing rotating equipment.

Head Protection

Hard hats may protect you from overhead hazards, impact, flying objects and electrical shock and burns. Hard hats must be worn when working in an area with exposure to overhead hazards.

ANSI Z89 Hard hats will be worn during all construction and demolition activities. The hard hat rule will be enforced until the project is complete and occupants are moving into the space.



Environmental, Safety and Health Contractor Manual

Portable Ladders/Ladders

1. Manufactured portable wood ladders shall be labeled as being designed and manufactured in accordance with the provisions of the American National Standards Institute, A14.1 – 1982.

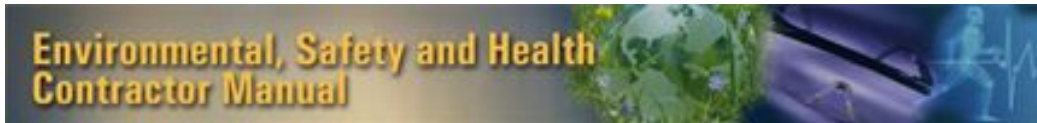
Note: Orlando does not allow wooden ladders.

Manufactured portable metal ladders shall be labeled as being designed and manufactured in accordance with the provisions of ANSI A14.2 –

1982. Ladders made by fastening cleats across a single rail shall not be used.



2. Ladders shall be maintained in good condition at all times, the joint between the steps and side rails shall be tight, all hardware and fittings securely attached, and the movable parts shall operate freely without binding or undue play.
3. Frayed or badly worn rope shall be replaced.
4. Safety feet and other auxiliary equipments shall be kept in good condition to ensure proper performance.
5. Ladders shall be inspected frequently and those which have developed defects shall not be used on Lockheed Martin property.
6. Rungs shall be kept free of grease, lubricants, and other materials.
7. Ladders shall not be placed in front of doors opening toward the ladder unless the door is blocked open, locked or guarded. Ladders shall not be placed in passageways, driveways, or any location where they may be displaced by activities being conducted on any other work, unless protected by barricades or guards.
8. Portable metal ladders shall NOT be used in the vicinity of electrical circuits in places where they may come in contact with them.
9. Ladders shall not be used to gain access to any elevated platform or roof unless the top of the ladder extends at least three feet above the point of support at the eave, gutter, or platform line.
10. Sitting or standing on the top two steps of a ladder is prohibited.



Portable Ladders/Ladders (cont.)

11. Store ladders in a safe manner when not in use. Place them where they will not obstruct traffic and secure them as necessary.

Powder Actuated Tools

- You must be trained and qualified by the tool manufacturer before using powder-actuated tools. You must carry a valid operator's card issued by the tool manufacturer and present it to your LMMFC Contract Monitor and ESH upon request.
- You must not leave these tools unattended or available to unauthorized persons.
- Powder-actuated tools must meet the design requirements in "American National Safety Requirements for Explosive Actuated Fastening Tools" (ANSI A 10.3 – 1977). Only tools which meet these design standards may be used.
- Use of powder-actuated tools in explosive or flammable atmospheres is strictly prohibited.



Roofing Operations

- Any roofing work must be in complete compliance with OSHA construction standard, 29 CFR 1926.500, which requires fall protection and a fall protection plan.
- The use of open flames on roofing will require you to post a fire watch. It is your responsibility to make all arrangements with the ESH office.

**Environmental, Safety and Health
Contractor Manual****Sandblasting (silica-based materials are prohibited)**

Provide tarpaulin drop cloths and windscreens under and around blasting operations to confine and collect dust, sand, paint, and other debris for disposal in accordance with the requirements specified. ESH must pre-approve work practice and materials prior to the commencement of work.

- Perform work involving removal of hazardous material in accordance with 29 CFR 1910.94. Collect abrasive blasting waste containing lead or other heavy metals in approved containers. Contact LMMFC ESH to take receipt of containers. Dispose of non-hazardous abrasive blasting debris in accordance with paragraph title, "Disposal of Rubbish and Debris."
- Collect dust, sand, paint, and other debris resulting from sandblasting operations and store in drums with watertight lids. LMMFC ESH will take a representative sample of this material, and test it per Resource Conservation and Recovery Act requirements. If material is hazardous, LMMFC ESH will handle the disposal of such hazardous materials. If the material is non-hazardous, Contractor shall handle the disposal of non-hazardous materials.



Scaffolds

The contractor shall ensure all scaffold safety rules are followed as required by 29 CFR 1910.28, 29 CFR 1910.29, 29 CFR 1926.451 and other applicable regulations and standards.

- All scaffolds will be built and inspected by a competent person per OSHA requirements.
- Rolling scaffold wheels will be locked.
- **“Walking” a scaffold** (moving a scaffold from the work platform via shuffling or pulling/pushing) **is prohibited.**
- Daily inspections of scaffolds shall be made available to the ESH department upon request.
- Hardhats are required when employees are exposed to a possible bump hazard or when falling objects could cause a possible hazard.
- Scaffolds shall be erected, moved, dismantled, altered and inspected only under the supervision and direction of a competent person qualified in scaffold erection, moving, dismantling or alteration.



Environmental, Safety and Health Contractor Manual

Scissor Lifts, Aerial Lifts and Other Personnel Lift Devices

Contractors must follow the Manufacturer's operator manual when operating manually or self-propelled aerial lifts, i.e. Genie Personnel Lifts, Scissors Lifts, Boom Lifts, etc.

- Inspect the equipment and test the controls prior to use each day. If defective, tag out of service and do not use.
- Only trained, authorized personnel are allowed to use.
- Do not exceed maximum weight limit listed on the equipment.
- Be sure base is level at all times. Never adjust leveling jacks when a person is elevated in the platform.
- Do not climb, sit, stand or hang on the guardrails or midrails.
- On boom lifts and vehicle mounted elevating platforms; each worker must wear a full body harness with their lanyards attached to the anchor points provided by the manufacturer on the platform.
- Do not move Personnel Lifts when elevated, tip over may result.
- Stay clear of overhead electrical wires and obstructions. Maintain the minimum safe approach distances to power lines in accordance with OSHA requirements, the manufacturer's safety warnings and equipment labels.
- A full body harness shall be worn and a lanyard attached to the manufacturer's designated tie off point (consult the operator's manual).





Trenching

Before performing excavation work on the property, the contractor must locate known underground pipes, electrical conductors and other hazardous conditions. Approval of any excavation must be obtained from the ESH office and the Facilities office prior to starting work.

All excavations must be protected against hazardous ground movement with shoring, when required.



Environmental permits may be required prior to work start date. Environmental sampling may be required prior to soil disposal. Contact site ESH department for specific requirements.

Adequate physical protection barriers and warning lights shall be provided at all excavations and trenches. Barricades must be sufficiently rigid that a person cannot displace them by walking into them at a normal speed. Any excavation that must remain open past the normal work shift must be barricaded with a standard guard rail or an alternate method approved by the ESH office.

Any liquid entering an excavation that requires disposal (dewatering) must be removed in a manner approved by the ESH office.

Utility Shutdown

LMMFC ESH, Facilities and Security need to be informed 48 hours prior to any utility shutdown.

Environmental, Safety and Health Contractor Manual

Vehicle Operations and Powered Industrial Trucks

All equipment brought on site must comply with applicable OSHA standards. Only electric- powered equipment is allowed inside the building without prior approval of the ESH office. Motor vehicles, forklifts and other equipment powered by flammable/combustible liquids are not allowed inside building(s).



Note: **Orlando** and **Grand Prairie** allow propane forklifts to be used in the buildings.

Operators of powered equipment must be trained and certified by their employer. Proof of training must be available upon request by LMMFC. Safe and proper practices must be followed at all times or vehicle operating privileges will be suspended or revoked at the discretion of **Security** Facilities Protection, ESH or site contact.

1. Personal or contractor vehicles shall not be serviced (e.g., oil changes, tune-ups, washing/detailing, brake changes, etc.) while on company property except in emergency situations (e.g., towing for repairs, flat tire repair, jump start, windshield replacement, etc.)



Warning Signs and Barricades

The Contractor must barricade the construction sites to prevent all unauthorized personnel from walking through the construction area.



Barricades can be, "A" frame barricades, stanchions, etc. Barriers shall be substantial. Overhead work conducted in aisles where objects could fall and possibly strike passersby must have sufficient safeguards in place, i.e., overhead protective barrier (netting, hard barrier), detour routes, consider working off-shifts.

Signs must also be posted to indicate to unauthorized personnel that entry through the construction area is strictly prohibited. In addition, a detour route must be pre-selected and marked appropriately.

Floor and wall openings must be guarded by substantial barriers, railings, netting, fences, guardrails, steel plates and covering material to prevent slip, trips and falls.

Covers for holes in floors, roofs or other walking/working surfaces shall be secured, capable of supporting without failure at least twice the weight of employees, equipment, and materials imposed on the cover at any one time.

Environmental, Safety and Health Contractor Manual

Waste: Hazardous, Sanitary & Solid

Hazardous Waste

Any generation of hazardous wastes (solid or liquid) must be coordinated with the ESH office prior to generating the waste. Storage, labeling and handling of hazardous waste must meet state and federal requirements.



- Store hazardous waste in approved containers (49 CFR 178) properly labeled to identify the type of waste. Contact LMMFC ESH to take receipt of containers. For oil and hazardous material spills, notify LMMFC immediately.
- Conduct the fueling and lubricating of equipment and motor vehicles to protect against spills and evaporation. Contact LMMFC ESH for proper disposal of discarded lubricants and all excess oil.
- Properly dispose of electrolyte solution from lead-acid batteries. Do not dump electrolyte onto the ground or into storm drains or sanitary sewers.
- All pole and pad mounted electrical transformers that are taken out of service must be tested by LMMFC ESH prior to disposal.
- Keep dust down at all times, including during on-working periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Indoor work areas shall incorporate dust suppression/control techniques (i.e. vacuum cleaning instead of sweeping, separation of work area from occupied space using plastic barriers, provide construction duct particulate filters, etc) to minimize emission/spread of dust into occupied space. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or



Hazardous Waste (cont)

plaster. Construction materials shall be transported and stored so as to protect them from inclement weather.

- Handle generated hazardous waste in accordance with 40 CFR 262 .
- The Contractor will make arrangements with LMMFC ESH department for the characterization, handling, storage and disposal of all hazardous waste generated by the project. The Contractor shall dispose of no Hazardous Waste. Contact LMC Contact and LMMFC ESH to coordinate disposal.

Solid and Sanitary Waste

Pick up solid wastes, and place in containers that are regularly emptied. Follow all site recycling practices, including but not limited to the recycling of paper, glass, plastic, metals, woods, cardboard, and concrete.

- Do not prepare or cook food on the project site.
- Prevent contamination of the site and other areas when handling and disposing wastes. On completion, leave the areas clean. Control and properly dispose of waste.
- Dispose of rubbish and debris in accordance with the requirements specified.
- Remove and dispose rubbish and debris from LMC.
- Place garbage in approved containers and move to a pickup point or disposal area, where directed.
- For any soils brought to the facility from off-site, the contractor must supply a “clean fill certification” to LMMFC ESH for approval prior to land application.



Environmental, Safety and Health Contractor Manual

Water Resources

Chemical and chemical-containing substances may not be discharged through any storm or sanitary sewer system, or disposed of on any outside grounds. All potential discharges must be reviewed and authorized in advance by LMMFC ESH.

- Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water. Provide adequate protection to contain any leaks (110% of container size)
- Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the active habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified. Do not encroach upon wetland areas without authorization from LMMFC ESH.
- No dredging, filling or dewatering may occur on-site until LMMFC ESH receives appropriate dewatering and/or dredge/fill permits. Contractor shall comply with all permit conditions of the dewatering and or dredge and fill permit if required and obtained.
- Sanitary sewer connection cannot be made until LMMFC ESH receives appropriate industrial wastewater permit modification or notification.



Storm Water Pollution Prevention

- All contractors and/or subcontractors conducting construction activities from which runoff goes into or adjacent to any surface water in the state must submit the appropriate Notice of Intent and obtain permit approval depending on the area of land to be disturbed and their role as primary or secondary operator.
- Large construction activities which disturb 5 or more acres, or are part of a larger common plan of development that will disturb 5 or more acres, are regulated under a construction general permit.
- Small construction activities which disturb at least 1 but less than 5 acres, or are part of a larger common plan of development that will disturb at least 1 but less than 5 acres, are also regulated under a general permit.
- If a permit is required, contractors and/or subcontractors are required to comply with all aspects of the general permit including the implementation of a storm water pollution prevention plan.
- Approval is required from LMMFC ESH before any equipment will be permitted to ford live streams or stormwater conveyance systems or swales.
- No site work can begin until LMMFC ESH receives appropriate storm water permit modification and/or construction discharge permits. Contractor shall comply with all permit conditions of the stormwater permit if required and obtained.



Environmental, Safety and Health Contractor Manual

Working Alone

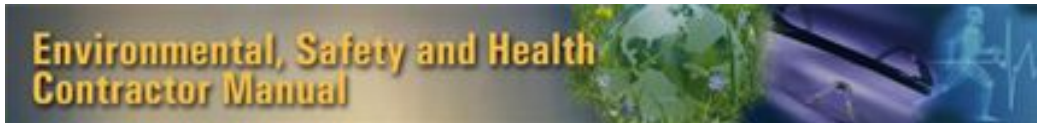
When working in a hazardous location, it is mandatory that at least two (2) persons be assigned to work within voice or visual contact of each other.

When it is necessary to work off shift, weekend or holiday hours, arrangements must be made with the LM Contact two days in advance of such work.

Contractors and/or subcontractors are not permitted to work alone while conducting hazardous activities.

Examples of hazardous activities include, but are not limited to; electrical, machinery and equipment operation, and sprinkler work. The LM Contact and the LMMFC ESH department will determine what is considered a hazardous activity. It is the Contractors' responsibility to inform the LM Contact as to when off shift, weekend or holiday work that is planned and to inform the LM Contact as to the type of work to be conducted.





APPENDIX A – TERMS AND DEFINITIONS

- **Chemical Waste:** This includes, but is not limited to, salts, acids, alkalis, herbicides, pesticides, and organic and inorganic chemicals.
- **Contractor/Subcontractor:** Any agent or agency or their subcontractors who provide personnel under their immediate supervision to fulfill a written agreement with Lockheed Martin Missiles and Fire Control (LMMFC) or LMMFC owned, leased or customer site locations. Contractor and subcontractor efforts include but are not limited to construction, maintenance, security, office equipment repair, furniture and equipment moving, and administrative and clerical support. Not included are contractor employees who work under direct supervision of LMMFC; these employees are governed by the Company's internal ESH programs.
- **Debris:** Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves and tree trimmings.
- **ESH:** LMMFC Environmental, Safety and Health Department
- **Garbage:** Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
- **Hazardous Waste:** hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations.
- **Health and Safety Plan (HASP):** A job specific health and safety plan, giving detail to the specifics of the job.
- **Lockheed Martin (LM) Contact:** Lockheed Martin employee expressly designated as the LM Contact or if no such designation is made, the employee in charge of a project.
- **Oily Waste:** Petroleum products and bituminous materials.
- **Personnel:** Any contractor employee, subcontractor employee, Lockheed Martin employee, customer or visitor.

**Environmental, Safety and Health
Contractor Manual**

- Rubbish: Combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans and bones.
- Sediment: Soil and other debris that have eroded and have been transported by runoff water or wind.
- Sewage: Waste characterized as domestic sanitary sewage.
- Solid Waste: Rubbish, debris, garbage, and other discarded solid materials, except hazardous waste as defined in paragraph entitled "Hazardous Waste", resulting from industrial, commercial, and agricultural operations and from community activities.

APPENDIX B – FLORIDA SPECIFIC APPLICABLE PUBLICATIONS

- U.S. Army Corps of Engineers (COE)
- Department of Transportation
- State of Florida Department of Environmental Protection (DEP)
- State of Florida – South Florida Water Management District
- State of Florida Fish and Wildlife Conservation Commission
- Orange County Code
- State of Florida – St. Johns Water Management District
- National Fire Protection Association
- American National Standards Institute
- Florida Department of Health



APPENDIX C - THIRD PARTY USER LOANED TOOL/EQUIPMENT INDEMNITY AGREEMENT (Archbald, Ocala and Chelmsford Only)

Whereas, _____ ("User") is performing work for Lockheed Martin Corporation (LMC) at its plant in Ocala, Florida and Chelmsford, Massachusetts; and whereas, LMC has certain tools, equipment, manned or unmanned, or other items ("Items") on this site for use in performance of its work and User has requested that User be allowed to use Items in connection with work it is performing at the site, all of which work is important to Owner.

Now, therefore, in consideration of LMC agreeing to allow the use of Items by the User, the parties hereby covenant and agree as follows:

1. LMC agrees that the User may use Items as described below, but only at times convenient to LMC, and User agrees to request and receive LMC permission before each use of any Items.
2. User agrees that LMC can terminate the right of User to make use of Items at any time by giving written notice of such termination to User. User warrants that all personnel operating the equipment shall be properly qualified and trained prior to use.
3. **LMC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF ANY ITEMS SUPPLIED, AND USER SHALL INSPECT, ACCEPT AND UTILITZE SUCH ITEMS AT ITS SOLE RISK AND EXPENSE. ANY LMC OPERATORS OF ITEMS UTILIZED BY USER SHALL BE UNDER USER'S SUPERVISION, DIRECTION AND CONTROL. USE OF ANY ITEM BY USER SHALL CONSTITUTE AN ABSOLUTE AND IRREBUTTABLE PRESUMPTION THAT USER ACCEPTS SUCH ITEMS AND SERVICES OF ANY OPERATOR "AS IS, WHERE IS" AND SHALL BE SOLELY RESPONSIBLE FOR THE SAFE OPERATION THEREOF, NOT WITHSTANDING ANY LATENT OR PATENT DEFECTS OR ACT OR OMISSIONS OF OPERATORS FURNISHED BY LMC.**
4. To the fullest extent permitted by law, User agrees to defend, indemnify and hold harmless LMC and their agents, employees,



**Environmental, Safety and Health
Contractor Manual**

directors, successors, and assigns against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of, resulting from, or related to the use of Items by User, including but not limited to bodily injury to persons (including operators) and damage to property (including Items), regardless of whether or not such claim, damage, loss, or expense is caused, in whole or in part, by the negligence of any of the indemnified parties. This agreement shall be governed in accordance with the laws of the State of Florida, Pennsylvania and Massachusetts.

_____ (User)

Witnessed By: _____

Title: _____

Date: _____



Revision History – Effective with Releases after –3/22/2010

All text changes and procedure additions shall be annotated with an asterisk (*). Deletions shall be briefly explained in this record.

Revision Date - Changes effective this release - Approved by

- – Initial release of document – Mike Self - 3/22/2010

IMPORTANT NOTICE: A hard copy of this procedure/form may not be the document currently in effect. The current version is always the version on the Lockheed Martin Missiles and Fire Control – Dallas network, eshforms directory

ITEM: **FF-3**

UCF BOARD OF TRUSTEES
May 16, 2019

Title: Schlumberger Global Master Services Agreement Amendment

Background:

UCF and Schlumberger Technology Corporation executed the Global Master Services Agreement (Master Agreement) September 29, 2014, with an initial term ending September 29, 2016. By a first amendment executed by UCF in May, 2017, and effective September 29, 2016, the Master Agreement was extended until September 29, 2018.

A second amendment is pending execution, is to be effective January 1, 2019*, and is to extend the term until December 31, 2023, thereby extending the entire term of the contract to nine years.

Issues to be Considered:

(1) Performance History

- E2i Creative Studio research lab at UCF's Institute for Simulation & Training has been working with Schlumberger under Master Agreement task orders, with the goal of transforming Schlumberger's global workforce competency system through the creation of a Simulation-Based Blended Learning System (SBBLS).
 - a. The SBBLS components include:
 - i. a blended-learning approach,
 - ii. simulation-based training,
 - iii. learning management adoption and sustainment,
 - iv. longitudinal assessment and evaluation,
 - v. andragogical customization,
 - vi. post-classroom sustainment, and
 - vii. online distribution.
- Task order funding to date is \$4,570,000.
- Future activity is expected to revolve around the extension of the pilot systems throughout the Schlumberger enterprise.

Schlumberger Performance History prepared by UCF Institute for Simulation & Training

(2) Master Agreement

- Schlumberger or its Affiliates may order services under the Master Agreement.
- UCF must execute and require UCF personnel to execute Schlumberger's standard forms/agreements for access to certain proprietary technology networks, computer systems, and software
- Deliverables are "as is" with no warranty
- Deliverables are owned by Schlumberger, excluding UCF intellectual property and confidential information.
- UCF has a license to use deliverables for academic, research, and teaching
- UCF retains ownership of intellectual property UCF creates
- Schlumberger has an option to license UCF work product that is outside defined deliverables
- Either party may terminate for convenience
- Term of Master Agreement automatically extends for completion of orders being performed*
- Neither party may hire or solicit employees of the other directly involved in the Master Agreement, during the term and for one year after. (Excludes employee application)

Alternatives to Decision:

Approve execution of Schlumberger Master Agreement Amendment Number 2 *or*

Reject execution of Schlumberger Master Agreement Amendment Number 2.

Fiscal Impact and Source of Funding:

Approval: UCF continues to provide ordered services to Schlumberger until December 31, 2023.

Rejection: Master Agreement will remain expired as of December 31, 2018.

Recommended Action:

Approve Schlumberger Master Agreement Amendment Number 2

Authority for Board of Trustees Action:

Board of Governors' Regulation 1.01

Board of Governors' Sponsored Research Regulation 10.002

Committee Chair or Chairman of the Board approval:

Approved by Chair Alex Martins.

Submitted by:

Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

Supporting Documentation:

Attachment A: Master Agreement Amendment 2

Attachment B: Master Agreement

Attachment C: Master Agreement Amendment 1

Facilitators/Presenters:

Sandra Sovinski, Deputy General Counsel for Research

Attachment A

Amendment 2 to the Global Master Service Agreement for Purchase of Consulting Services.

N SLB-HR_TR/012014-UCF/ASL

This 2nd Amendment (the "Amendment") dated as of the date of last signature is by and between **Schlumberger Technology Corporation**, a company incorporated under the laws of Texas, having its registered address at 300 Schlumberger Dr., Sugar Land TX 77007 ("Schlumberger") on the one hand, and **The University of Central Florida Board of Trustees**, a public body corporate under the laws of Florida, having an address at 12201 Research Parkway, Suite 501, Orlando, FL 32826-3246, ("Consultant"). Schlumberger and Consultant are sometimes herein referred as a "Party" and collectively as the "Parties".

WHEREAS the Parties have entered in to a Global Master Services Agreement (as amended, the "Agreement"), referenced SLB-HR-TR/01/2014-UCF/ASL effective 29th day of September 2014.

AND WHEREAS the Agreement was set to expire on September 29th 2018 but pursuant to Article 8.2(a) of Exhibit A was automatically deemed extended until December 31, 2018 pursuant to outstanding Task Order #6 ending on such date.

AND WHEREAS the Parties wish to extend the Agreement beyond December 31, 2018.

AND WHEREAS the Parties now wish to amend the Agreement, which amendment shall be effective as of January 1, 2019;

NOW, THEREFORE, in consideration of the above recitals, the Parties agree as follows:

1. Clause 3 is deleted in its entirety and is replaced with the following:

The Agreement shall come into force on the Effective Date, and shall remain in full force and effect until December 31, 2023. Article 19.2 is deleted in its entirety and is replaced with the following:

The Parties agree (i) to treat as secret and confidential, and (ii) not to, at any time during each individual Service Order term and for five (5) years after the Effective Date of each Service Order thereafter, disclose, or distribute, or publish, or copy, or reproduce, or sell, or lend, or manipulate, or otherwise make use of (except for the purpose of performing this Agreement provided that the disclosure is made to the employees of the receiving Party on a need-to-know basis), or permit use to be made of, any Confidential Information of the other Party, except with the disclosing Party's express written consent.

All capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Agreement. Except as specifically amended herein, all provisions of the Agreement shall remain unchanged and in full force and effect. No representations, memoranda, agreements or other matters, oral or written, prior to the execution of this Amendment shall vary, alter or interpret the terms hereof.

Agreed and valid as of the Amendment Effective Date:

Schlumberger Technology Corporation	The University of Central Florida Board of Trustees
Signature	Signature
Name	Name
Title	Title
Date	Date

Attachment B

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

GLOBAL MASTER SERVICES AGREEMENT

N°SLB-HR-TR/012014-UCF/ASL

between

SCHLUMBERGER TECHNOLOGY CORPORATION

and

UNIVERSITY OF CENTRAL FLORIDA

for

Consulting Services

Supplier: University of Central Florida
Contract ref: SLB-HR-7R/01/2014-UCF/ASL

FORM OF AGREEMENT

This Agreement for Purchase of Consulting Services is entered into as of this 29th day of September 2014 ("**Effective Date**") by and between:

- (i) **Schlumberger Technology Corporation**, a company incorporated under the laws of Texas, having a place of business at 5599 San Felipe Street, Houston TX 77056 ("**Schlumberger**") on the one hand; and
- (ii) **University of Central Florida**, on behalf of its Board of Trustees, a public body corporate under the laws of Florida, having its registered address at 12201 Research Parkway, Suite 501, Orlando, FL 32826-3246 ("**Consultant**") on the other hand.

Schlumberger and Consultant are hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**".

Consultant has the technical knowledge and experience, relevant to Schlumberger's business as defined in Exhibit A of the Agreement ("**the Field**"); and

WHEREAS Schlumberger is willing to engage Consultant in a capacity of an independent contractor in order to have Consultant's knowledge and experience available to Schlumberger for specific services in relation to the Field, and Consultant is willing, ready and able to accept such engagement.

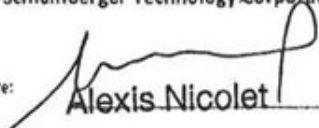
NOW THEREFORE, in consideration of the mutual covenants hereinafter recited and other good and valuable consideration (the receipt and sufficiency of which is mutually acknowledged), Schlumberger and Consultant do hereby agree as follows:

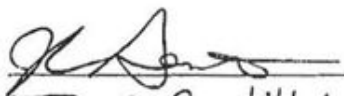
1. This Agreement for Purchase of Consulting Services consists of this document (also referred to as "**Form of Agreement**"), and Exhibit A (**Terms and Conditions for Purchase of Consulting Services**), Exhibit B (**Description of Services and Pricing**), Exhibit C (**Key Performance Indicators and Invoicing Procedures**), Exhibit D (**Schlumberger's Quality, Health, Safety and Environment Policy**), Exhibit E (**Form of Local Service Order**), as applicable Exhibit F (**Trade Compliance and Customs**), and Exhibit G (**Working Conditions Guidelines**), attached hereto and made an integral part hereof, (collectively, the "**Agreement**"). The order of precedence between all said documents is set forth in Exhibit A.
2. Subject to the terms and conditions hereof, Schlumberger hereby retains Consultant for the performance of the services set forth in Exhibit B, and Consultant hereby agrees to said retention.
3. The Agreement shall come into force on the Effective Date, and shall remain in full force and effect for a period of two (2) years thereafter, unless earlier terminated pursuant to the provisions hereof.

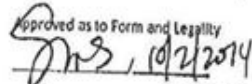
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

For Schlumberger Technology Corporation

For University of Central Florida

Signature: 
 Name: Alexis Nicolet
 Title: Vice President

Signature: 
 Name: Jane C. Gentilini
 Title: Asst. Director for Contracts and Grants

Approved as to Form and Legality

 Page 2 of 29

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

EXHIBIT A – TERMS AND CONDITIONS FOR PURCHASE OF CONSULTING SERVICES

ARTICLE 1 – PROVISION OF SERVICES TO SCHLUMBERGER

Consultant is a reputable service provider in the Field, i.e. development of stimulation tools for educational purposes. Subject to the terms and conditions of this Agreement, Schlumberger agrees to retain and engage Consultant in an independent advisory capacity (not as an employee or agent of Schlumberger) during the term of this Agreement for the performance of, and Consultant accepts such engagement and agrees to render for the benefit of Schlumberger, the Field-related services stated in Exhibit B ("**Service(s)**").

ARTICLE 2 – PRECEDENCE; DEFINITION OF AFFILIATE; ORDERS

- 2.1 The various parts of the Agreement shall be read as one document, the contents of which, in the event of conflict or inconsistency, shall be given precedence in the following order listed in declining weight: (i) the Form of Agreement, (ii) Exhibit A, (iii) Exhibits B and C, (iv) Exhibits D and F, and (v) Exhibits E and G. In case of conflict or inconsistency between the provisions of the Agreement (or those referred to in the Agreement) and any applicable laws or regulations, the provisions of the Agreement (or those referred to in the Agreement) shall, to the extent legally possible, prevail (and to the extent legally impossible, be amended accordingly), notwithstanding anything herein to the contrary.
- 2.2 This Agreement shall apply to any performance of the Services by Consultant, and shall replace the Schlumberger Terms and Conditions for Purchase Orders which are referred to (a) in Schlumberger orders sent automatically either by (i) the Schlumberger Web Procurement System ("**SWPS**") or by (ii) the Oracle system ("**Oracle**"), the electronic purchasing system used by Smith International and M-I Swaco, which are wholly owned Schlumberger companies (hereafter equally referred to as "**Electronic Orders**"); or (b) in Schlumberger manual/non-Electronic Orders ("**Traditional Orders**"). This Agreement also applies in place of any terms or conditions (i) provided by Consultant during the performance of the Agreement, or (ii) contained or referred to in any form generally used by Consultant, or any correspondence, other contracts performed by the Parties, or elsewhere, which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing. Any of said terms and conditions (other than, as applicable, the forms referred to in Article 3) are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished.
- 2.3 This Agreement is a global master agreement which sets the terms and conditions under which (i) any Schlumberger Affiliate (as defined in this Article 2.3), or Schlumberger as the case may be, may, from time to time, engage Consultant or an Affiliate of Consultant for the provision of the Services (as such term is defined hereunder), and (ii) Consultant or an Affiliate of Consultant may provide the Services to Schlumberger Affiliate or to Schlumberger as the case may be. For the purposes of this Agreement, "**Affiliate(s)**" means, with respect to either Party, an entity that controls or is controlled by that Party, or an entity that is controlled by the same entity that controls the Party. Control means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50%) of the votes in a general meeting of an entity or more than fifty percent (50%) of the votes in a meeting of the executive body of an entity.
- 2.4 Schlumberger or its Affiliates may order the Services from Consultant (or an Affiliate of Consultant either (i) by way of an Electronic or Traditional Order(s) as defined in Article 2.2 above, or (ii) by way of a "**Service Order**" which means any statement of work issued pursuant to this Agreement in substantially the form of Exhibit E attached hereto, signed by the Parties hereto (or an Affiliate thereof) and providing for the performance of the Services together with any written acceptance by a Party (or its Affiliate) of a proposal it receives from the other Party (or its Affiliate) with respect to the Services to be provided. Where the context requires; Electronic Orders, Traditional Orders and Service Order may be equally referred to as "**Order**" in this Agreement.

Supplier: University of Central Florida
Contract ref: SLB-HR-YR/01/2014-UCF/ASL

- 2.5 It is the intention of the Parties that (a) each Affiliate of Consultant providing the Services hereunder shall be bound by the terms and conditions of this Agreement and be solely responsible for the Services that it provides hereunder or under the applicable Order, and (b) each Affiliate of Schlumberger that signs a separate Order with Consultant or its Affiliate shall be bound by the terms and conditions of this Agreement with respect to the Services provided under such Order. When any Schlumberger Affiliate engages Consultant or an Affiliate of Consultant for the provision of the Services pursuant to the terms hereof, Consultant or Consultant's Affiliate shall only look to that Schlumberger Affiliate for the performance of its obligations, including payment of invoices due. For purposes of this Agreement, the term "*Schlumberger*" shall refer to Schlumberger, any of its Affiliates that has executed an Order, or both, as the context requires and the term "*Consultant*" shall refer to Consultant, any of its Affiliates that has executed an Order, or both, as the context requires.
- 2.6 Each Order shall be a separate agreement between the parties executing the Order. To the extent Consultant has accepted any Order for the performance of the Services at any time after the Effective Date of this Agreement, such Order shall be subject to the terms of this Agreement. In the event of a conflict between the terms and conditions of an Order and those set forth in this Agreement, this Agreement controls unless the Order expressly references the specific section number of the Agreement, which will be modified for purposes of that Order only. Any exceptions expressly agreed upon in writing by both Parties pursuant to a particular Order will apply only for purposes of that Order, and will not be deemed to in any way amend, modify, cancel, or waive the provisions of this Agreement for any other Order.
- 2.7 Schlumberger shall have the right at any time to request changes in an Order including type of Services (provided always such change falls within the scope of the Services covered in this Agreement) and time, method and place of performance. If said change(s) trigger(s) increased or decreased costs or a longer or shorter period for performance or impacts any of the other conditions applicable to the Order as originally submitted, Consultant shall so notify Schlumberger within five (5) working days from receipt of the Order change(s) request (unless a different period is stated in the change request). Should Consultant fail to notify Schlumberger in accordance with the preceding sentence, Schlumberger shall contact Consultant in order to get formal acknowledgement of the change request and confirmation of acceptance or rejection of the change request by Consultant. Should Consultant be unable to perform the requested change, Consultant shall formally reject the change request. Should Consultant be able to perform the requested change the Parties shall agree on the applicable changes in the original conditions prior to implementation of the change.

ARTICLE 3 – OTHER FORMS

If Consultant is granted access to certain proprietary technology network networks, computer systems, software and/or premises of Schlumberger or its Affiliate ("*Systems*") to perform the Services hereunder, Consultant acknowledges and agrees that it shall execute, and cause its personnel to execute, Schlumberger's standard forms/agreements in relation thereto, provided that Consultant has had the opportunity to review said forms/agreements and make any necessary, legally required changes thereto.

ARTICLE 4 – NON-EXCLUSIVE RELATIONSHIP BETWEEN THE PARTIES

- 4.1 The Parties expressly acknowledge and agree that their relationship under this Agreement shall be non-exclusive, and that each of them may, subject to their obligations hereof pertaining to proprietary or confidential information or the like, and non-interference, enter into substantially similar agreements with other parties with respect to (i) services similar (or substantially similar) to the Services contemplated hereunder, or part thereof, or (ii) as applicable, the Services, or part thereof.
- 4.2 The Parties expressly acknowledge and agree that Schlumberger makes no commitment of any kind with respect to a business volume or the like, notwithstanding anything herein to the

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

contrary. No supply or provision of Services shall be performed under this Agreement except against an Order issued by an authorized representative of Schlumberger.

ARTICLE 5 – PRICES

Schlumberger shall pay Consultant the applicable prices set out in Exhibit B. Said remuneration shall be the sole and final remuneration due to Consultant. The rates set forth in Exhibit B shall be valid during the term of the Agreement.

ARTICLE 6 – TAXES

- 6.1 Except as otherwise agreed by the Parties in writing, the prices (rates of compensation) provided under this Agreement shall include all applicable taxes, duties, and levies including, without limitation, those described in Articles 6.2, 6.3, 6.4, and 6.6, paid, payable, levied or assessed on Consultant or any of its employees, agents, subcontractors and similar by the relevant government, arising directly or indirectly for the performance of the Services by Consultant under this Agreement.
- 6.2 Consultant confirms that it has been determined by the Internal Revenue Service to be an organization described in section 115 of the Internal Revenue Code of 1986 that it is not a private foundation as described in section 590(a) of the Code, therefore not subjected to corporate income tax, branch profit tax, capital gains tax, franchise tax and similar taxes, charges and levies that would arise as a result of the performance of this Agreement. Contractor further confirms that this determination as not been revoked or modified and continues in full force and effect as of the Effective Date of this Agreement. If the determination is revoked or modified, Consultant will notify Schlumberger as soon as reasonably practicable to discuss the necessary amendments to the Agreement required by such revocation or modification.6.3 Consultant shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), as required by applicable law, including, by way of illustration and not limitation, personal income tax, employment compensation insurance, old age benefits, welfare funds, pensions and annuities, national insurance contributions, social security benefits and disability insurance, and similar charges payable, levied or imposed on any of its employees, subcontractors or agents and arising directly or indirectly from the performance of this Agreement.
- 6.4 Consultant shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), to the extent required by applicable law and consistent with its status as a public university, including, by way of illustration and not limitation, sales and use tax, customs and import duties and levies and similar charges payable, levied or imposed on the procurement of goods by Consultant or any of its employees, subcontractors or agents and arising directly or indirectly from the performance of this Agreement.
- 6.5 The prices are exclusive of Value Added Tax and/or Sales Tax. Notwithstanding the provisions of Article 6.4, if applicable, Value Added Tax and/or Sales Tax will be added to Consultant's invoices and such invoices will be presented in accordance with applicable regulations with respect to Value Added Tax and/or Sales Tax.
- 6.6 Not used.
- 6.7 Consultant shall be responsible for its liability to any competent authority resulting from Consultant's failure to (i) make timely payment of or pay any of the charges specified in Articles 6.2, 6.3, 6.4 or 6.6 above, including legal and valid interest, legal and valid penalties and any other legal and valid liability assessed to Consultant from any competent authority, or (ii) comply with the reporting, filing or other procedural requirements with respect to their payment.
- 6.8 In the event that Schlumberger receives a direct request from any governmental authority requesting information regarding Consultant, and upon written request by Schlumberger,

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

Consultant shall provide evidence to confirm Consultant's compliance with governmental tax reporting and payment obligations as required by applicable law.

ARTICLE 7 – REPRESENTATIONS; LICENSES

- 7.1 Consultant represents that:
- (a) it has the full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement;
 - (b) it has agreed to provide the Services, and has adequate resources and fully trained personnel to enable it to provide same;
 - (c) it shall make good faith efforts to obtain and maintain all licenses and permits required under applicable laws and regulations in connection with the performance of the Services;
 - (d) it will possess the authority to grant such grants and licenses as are granted by Consultant in this Agreement or in the applicable Service Order and that to the best of its knowledge, but without conducting an investigation, there is no action, suit, claim, investigation or other proceeding pending as of the Effective Date of this Agreement, which would affect, threaten or otherwise adversely affect any rights granted by Consultant herein;
 - (e) no additional license or license fees other than those specifically stated in the applicable Service Order are known to be required in order for Schlumberger and its Affiliates to use the Services, the Work Product and/or the deliverables; and
 - (f) it shall (where applicable) provide for work on Schlumberger premises, staff which is fully trained and which has the required competences for the Services which Consultant is required to perform, and that such staff will comply with Schlumberger's workplace policies and standards, including without limitation drug and alcohol policy;
 - (g) in order to confirm that the requirements of the Agreement are met, Schlumberger shall have the right but not the obligation, at all times during the performance of the Services, to examine same and all documentation relating thereto, and to reject any item which does not comply with the requirements of the Agreement.
- 7.2 Consultant represents that:
- (a) the Services will be performed with that level of care and skill ordinarily exercised by members of the educational research profession currently practicing under similar conditions and circumstances, and utilizing sufficient personnel possessing the skills, experience and abilities to perform the Services;
 - (b) the Services will be performed in accordance with the specifications stated in this Agreement and the applicable Service Order;
 - (c) its performance of the Services shall comply with all applicable laws as further elaborated in Article 21; and
 - (d) Schlumberger will receive the deliverables (as defined in article 11) "as is" without warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose. consultant makes no representation and extends no warranties of any kind as to the usefulness of deliverables or intellectual property (as defined in article 11). if Schlumberger chooses to exploit the deliverables or intellectual property in any manner whatsoever, Schlumberger does so at its own risk. consultant is not liable for any direct, indirect, consequential, special or other damages suffered by Schlumberger as a result of Schlumberger's use of the deliverables or intellectual property.
 - (e) it shall report as soon as practicable in writing to Schlumberger any claim arising out of injury, death, property damage or loss, or any accident involving any person or property in connection with the performance by Consultant of this Agreement.
- 7.3 Schlumberger shall review Consultant's Services and deliverables provided in accordance with the performance schedule set forth in Exhibit B. Schlumberger shall notify Consultant within thirty (30) days of receipt that the Services and deliverables do not conform with that set forth in Exhibit E, and shall specify the non-conformance. Consultant and Schlumberger shall determine in good faith, and Consultant shall take such actions as are agreed to rectify the matter. If performance of

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

such corrective actions will result in additional expenses to Consultant, such expenses may be negotiated with Schlumberger if they cannot be managed within the existing approved budget.

- 7.4 The foregoing representations shall not be affected by inspection or acceptance of the Services, or payment by Schlumberger. Said representations do not apply in lieu of all other terms, representations or guarantees.

ARTICLE 8 – TERMINATION

- 8.1 The Agreement may be terminated as follows:
- (a) Either Party may terminate the Agreement, in whole or in part, by serving a written notice to the other Party if a Force Majeure event (as defined in Clause 20) lasts for more than forty five (45) consecutive days.
 - (b) Schlumberger may terminate the Agreement, in whole or in part, effective ten (10) business days upon written notice to Consultant, if Consultant becomes bankrupt or insolvent, or if Consultant's business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Consultant or otherwise, or if Consultant undergoes any proceeding analogous to the foregoing.
 - (c) Schlumberger may terminate the Agreement, in whole or in part, effective ten (10) business days upon written notice to Consultant, if (i) Consultant is in breach of its obligations hereunder, and fails to initiate remedy to said breach within a period of five (5) business days after having received written notice thereof, or (ii) repeatedly breaches its obligations hereunder, or (iii) commits a breach which is incapable of being remedied.
 - (d) Schlumberger may terminate the Agreement, in whole or in part, effective ten (10) business days upon written notice to Consultant, if Consultant is guilty of a conduct or a course of conduct or is convicted of a criminal offence which may bring either Party into disrepute.
 - (e) Schlumberger may terminate the Agreement, in whole or in part, effective immediately upon written notice to Consultant, if Consultant fails to observe the requirements of Article 22.
 - (f) Without prejudice to Article 8.2, either Party may terminate the Agreement at any time for convenience, in whole or in part, subject to thirty (30) days' notice to the other Party.
- 8.2 If at the time of expiry of the Agreement, an Order, or several Orders is or are being performed, said Order(s) shall either:
- (a) be completed (at the prices applicable on such date of expiry) and the term of the Agreement shall be deemed extended accordingly; or
 - (b) terminate concurrently. If the termination occurs pursuant to the provisions of Articles 8.1(a) to (e), the provisions of Article 8.4 shall apply. If (i) the Agreement is terminated pursuant to Article 8.1(f), and (ii) Consultant had incurred specific expenses to be able to perform said Order (which Consultant is able to substantiate), the provisions of Article 8.5 shall apply.
- 8.3 An Order may be cancelled/terminated as follows:
- (a) Schlumberger may cancel, in whole or in part, an Order at any time prior to its acceptance by Consultant.
 - (b) Either Party may cancel, in whole or in part, an Order if a Force Majeure event lasts for more than fifteen (15) consecutive days.
 - (c) Schlumberger may cancel for cause, in whole or in part, an Order, in the event of Consultant's default or failure to (i) comply with the terms and conditions of this Agreement, or (ii) comply with the specific instructions of an Order accepted by Consultant. Additionally, Schlumberger may cancel an Order for cause, in whole or in part, if Consultant becomes bankrupt or insolvent, or if Consultant's business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Consultant or otherwise, or undergoes any proceeding analogous to the foregoing.
 - (d) Schlumberger may cancel for convenience, in whole or in part, an Order at any time after acceptance by Consultant. The cancellation notice shall specify the extent to which the performance of work related to the Order is terminated, and the time at which such

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

termination becomes effective. The cancellation notice shall provide for reasonable time limits to permit Consultant to terminate work on the Order. After receipt of said notice, Consultant shall stop the performance of said work to the extent specified in the notice of termination, and the provisions of Article 8.5 shall apply.

- 8.4 If an Order is cancelled pursuant to Articles 8.3(b) or 8.3(c), or as a result of the Agreement being terminated pursuant to Articles 8.1(a) to (e), Schlumberger shall pay Consultant for the Services performed until the date of the termination notice and for any uncancellable obligations. In addition, Schlumberger may request Consultant to (i) transfer title to, and deliver to Schlumberger, in the manner, time, and extent directed by Schlumberger and as agreed to by Consultant, any completed or such partially completed work, and transfer contract rights that Consultant has acquired for the performance of the terminated part of the Order, and (ii) grant Schlumberger a royalty-free, assignable and non-exclusive license to use Consultant's designs, processes, drawings, and technical data (as applicable) to permit completion by Schlumberger of the terminated part of the Order.
- 8.5 If an Order is cancelled pursuant to Article 8.3(d) or as a result of the Agreement being terminated pursuant to Article 8.1(f), the following shall apply:
- (a) If the Order is cancelled before the commencement of the Services, Schlumberger shall be responsible for all direct and documented costs (including facilities and administrative direct costs) incurred by Consultant in relation to the cancelled Order up to the date of Schlumberger's notification of the Order cancellation. Such costs shall not exceed a maximum of one hundred percent (100%) of the Order value, reduced where applicable by the amounts already paid by Schlumberger in respect thereof;
 - (b) If the Order is cancelled after the commencement of the Services, Consultant shall be paid for Services performed up to the date of cancellation and the Parties shall agree on a reasonable termination charge. The total amounts due to Consultant under this Article 8.5(b) shall not exceed a maximum of one hundred percent (100%) of the Order value.
- Consultant shall formally acknowledge receipt of Schlumberger cancellation notice and provide Schlumberger with a status of the Services in progress for the cancelled Order within five (5) business days of receipt of notice of cancellation. Consultant will, on a best efforts basis, mitigate costs associated with an Order cancellation under this Article 8.5.
- 8.6 The rights and remedies of Schlumberger under this Article 8 (and the remainder of the Agreement) are not exclusive, and apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise.
- 8.7 If either Party exercises its rights under this Article 8, under no circumstances shall it become liable for the consequential damages which may be sustained by the other Party as a result thereof.

ARTICLE 9 – GENERAL PERFORMANCE OF THE AGREEMENT

- 9.1 Consultant shall, according to the reporting requirements specified in the Orders, submit reports to Schlumberger, disclosing fully the status of the Services carried out and the results and conclusions of such Services. The Parties may, once a year (or upon such frequency that Schlumberger may select and Consultant agrees), meet to review the general performance of the Agreement and any Orders, exchange and compare information, as appropriate, and determine action plans to settle issues, if any. Consultant shall, on a quarterly basis, provide Schlumberger with reports detailing the types and quantities of, and aggregate price for, the Services provided to Schlumberger during the just-completed quarter.
- 9.2 Key performance indicators ("KPIs") have been developed and mutually agreed upon between the Parties as per Exhibit C. KPIs shall be continuously monitored and periodically evaluated, in order to ensure that Schlumberger's requirements are fully complied with. Consultant shall report KPIs according to the reporting requirements specified in the Orders or subject to request by Schlumberger. Failure to achieve the agreed KPIs shall require prompt remedial action, and improvement shall be monitored via Schlumberger's Suppliers Management Plan. As part of KPIs

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

implementation, Consultant agrees to participate in Schlumberger business meetings and reviews, including but not limited to Quarterly Business Reviews.

- 9.3 Each Party agrees not to hire, solicit, or accept solicitation (either directly or indirectly) from, the employees of the other Party directly involved in the Agreement, during the term hereof and for one (1) year thereafter, except as the Parties may agree on a case-by-case basis. The foregoing does not affect the rights of either Party's employees to apply for a position within the other Party's organization.

ARTICLE 10 – PAYMENT

- 10.1 The applicable prices are referred to in Article 5.1. Invoices shall cover Services performed and specified in the Order during the preceding month (if any), and shall state the Order reference number. Payment shall be made by Schlumberger within fifty (50) days from Schlumberger's receipt of invoice, unless, (i) the Services are defective, or fail to conform to the warranties provided hereunder, or (ii) Schlumberger disputes the correctness of the invoice submitted, in which case the Parties shall use their best efforts to settle their dispute at the earliest. Schlumberger shall remit the undisputed portion in accordance with the provisions this Article 10.1.
- 10.2 Schlumberger may (i) withhold payment in respect of any part of the price, without liability for interest, where the amount in question is the subject of any valid dispute or difference between the Parties.
- 10.3 Payments made by Schlumberger shall not (i) constitute an acceptance of the Services provided pursuant to an Order, or (ii) be construed as a waiver of any rights Schlumberger may have hereunder for defective or non-conforming Services, or for breach by Consultant of its obligations hereunder, or (iii) prejudice the rights of Schlumberger to question or dispute any portion of any invoice. Furthermore, Schlumberger reserves the right to reject any invoice submitted more than six (6) months after the completion of the Services contemplated under the corresponding Order.

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS – DELIVERABLES – WORK PRODUCT

- 11.1 Any Schlumberger Background Intellectual Property is and will remain the exclusive property of Schlumberger. Any Consultant Background Intellectual Property is and will remain the exclusive property of Consultant. "**Background Intellectual Property**" means Intellectual Property relevant to the Services, including but not limited to Intellectual Property as defined in Article 11.2 below, patents, drawings, specifications, trade secrets, trademarks, tools, equipment, and the like, and already owned by the Party on the Effective Date of this Agreement. Except as specifically elaborated in this Article 11, nothing in the Agreement shall be construed as granting any rights under any Background Intellectual Property or other Intellectual Property owned by the Parties, or to the Confidential Information of the Parties.
- 11.2 The term "**Intellectual Property**" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship. Intellectual Property developed solely by Consultant shall be solely and exclusively owned by Consultant ("**Consultant Intellectual Property**"). Intellectual Property developed solely by Schlumberger shall be solely and exclusively owned by Schlumberger ("**Schlumberger Intellectual Property**"). "**Joint Intellectual Property**" means any Intellectual Property developed jointly by Consultant and Schlumberger under this Agreement. Joint Intellectual Property will be owned jointly by Consultant and Schlumberger who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship, and to jointly determine filing and licensing.
- 11.3 Nothing in the Agreement shall circumvent or restrict either party's pre-existing obligations with the U.S. government pertaining to any kind of intellectual property or any copyrightable material

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

or other Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either Parties, and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property or any copyrightable material or other intellectual property which is being developed.

- 11.4 Deliverables –“*Deliverables*” shall mean non-patentable work items as specified in each Order or Service Order, as set forth in Exhibit E, that Consultant creates or develops directly as a result of the provision of the Services by Consultant and that includes Schlumberger Background Intellectual Property and/or Schlumberger’s Confidential Information and/or Schlumberger’s Intellectual Property, but excludes any Consultant or its other customers Background Intellectual Property and/or Consultant’s Confidential Information, and/or Consultant’s Intellectual Property. The Deliverables shall be considered the sole and exclusive property of Schlumberger and shall be treated by Consultant as Schlumberger’s Confidential Information for all purposes except for publication, and then only identified as confidential at time of publication review. Schlumberger hereby grants to Consultant a worldwide, royalty free, non-transferable license to use the Deliverables as necessary for the purpose of fulfilling Consultant’s non-commercial academic, research, and teaching interests only, subject to Consultant’s confidentiality obligations as per Article 19 of the Agreement.
- 11.5 Notwithstanding the provisions of Article 11.4, Schlumberger acknowledges that as a result of the performance of the Services under this Agreement, Consultant may develop other work product that is generic in its very nature, and outside the defined Deliverables (the “*Work Product*”). The Work Product shall be owned solely by Consultant. Consultant hereby grants to the Schlumberger an option to license such Work Product as necessary for the purpose of fulfilling Schlumberger’s non-commercial and internal business interests only.
- 11.6 Publications - Prior to the publication of such results, Consultant will provide Schlumberger a copy of any proposed publication sixty (60) days in advance of submission for review for Schlumberger Confidential Information, material which could affect potential patents, and to forward to a prime funding source if applicable. After receipt of the draft, Schlumberger shall, within a timeframe of maximum thirty (30) days, either agree to the publication or submit its objection. If an objection is raised, discussion in good faith shall be held to determine acceptable modifications to remove or revise the Confidential Information, as may be appropriate to resolve the issue and allow approval of dissemination within thirty (30) additional days. If information is identified that is potentially patentable, the proposed publication shall be delayed to allow for patent application filing to prevent a potential loss of rights, with the maximum delay not to exceed sixty (60) days from the date of receipt of the draft by Schlumberger , unless otherwise agreed to in writing by the Parties.
- 11.6 Schlumberger Competitors - Nothing herein is intended to preclude Consultant from developing for itself or third parties, materials which are competitive with the Deliverables; provided however that (i) Consultant shall not use any Schlumberger Confidential Information in conjunction with the development of such materials, (ii) such materials shall not incorporate any Deliverables. For the purposes of this Agreement, a *Schlumberger Competitor* shall mean an entity that is engaged, directly or indirectly, in the manufacture, marketing, distribution and/or selling of products and/or services which constitute Schlumberger’s core business, including, without limitation, well stimulation, wireline logging, measurement-while-drilling (MWD), logging-while-drilling (LWD), directional drilling and well construction, as well as equipment, methods and products related thereto.
- 11.7 This provisions of this Article 11 shall survive the expiry or termination of the Agreement.

ARTICLE 12 – PROVISION OF PERSONNEL AND EQUIPMENT

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

Consultant shall provide all personnel, equipment and materials required for the performance of the Services, and such personnel, equipment and materials shall be compliant with Article 7. Consultant acknowledges that time is of the essence in relation to the timing of any service performance under the agreement.

ARTICLE 13 – REMOVAL FROM PREMISES

Schlumberger may instruct Consultant to remove from Schlumberger's premises any person engaged in any part of the Services who in the reasonable opinion of Schlumberger is either:

- (a) incompetent or negligent in the performance of his or her duties; or
- (b) engaged in activities which are contrary or detrimental to the interests of Schlumberger; or
- (c) is not conforming to Schlumberger's workplace policies and standards referred to in Article 7.

ARTICLE 14 – NO ADVERSE INTERFERENCE

Consultant agrees that during the term of this Agreement, it shall not, and shall cause its personnel involved in the performance of the Agreement not to, adversely interfere with the business affairs of Schlumberger, or attempt to induce directly or indirectly any employee of Schlumberger to terminate his or her employment with Schlumberger.

ARTICLE 15 – AUDIT

Schlumberger shall have the right, at any time up to five (5) years after expiry or termination of the Agreement, to audit Consultant's books, records and data in any form to verify the compliance with the terms hereof and the correctness of any invoice submitted by Consultant. Said right shall be exercised solely for the purposes defined in this Article.

ARTICLE 16 – INDEPENDENT CONTRACTOR

- 16.1 In the performance of the Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of the Services, subject to Schlumberger's right to give instructions and right of inspection and supervision. The presence of, and the inspection and supervision by, Schlumberger's representative shall not relieve Consultant from its obligations and responsibilities and accordingly, any provision of this Agreement which may appear to give Schlumberger any right of direction or control of the Services to be performed by Consultant shall not relate to the method or details of performance by Consultant, but shall relate only to the results of the work, which must be satisfactory to Schlumberger.
- 16.2 The Agreement shall not be construed as creating a relationship of employment, co-employer, joint employer, joint-venture, partnership or the like. Neither Party shall act or be deemed to act on behalf of the other Party (or its Affiliates), or have the right to bind the other Party (or its Affiliates). Each Party shall remain an independent entity, and act as an independent entity. Each Party shall at all times during the performance of the Agreement be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Consultant for the performance of the Agreement, shall be the direct employees and subcontractors of Consultant, and Consultant shall remain solely responsible for all matters related to compliance with relevant employment laws pertaining to its employees.

ARTICLE 17 – LIABILITIES AND INDEMNITIES

- 17.1 Consultant assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Consultant and its officers, employees, servants, and agents thereof or other persons acting or engaged to act by Consultant in furtherance of the obligations of Consultant under this Agreement and while acting within the scope of their employment by Consultant. Schlumberger assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Schlumberger and its officers, employees, servants, and agents, or other persons acting or engaged to act by Schlumberger in furtherance of the obligations of Schlumberger under this Agreement. Consultant warrants and represents that it

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by Consultant. Consultant and Schlumberger further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State Florida beyond the waiver provided in Section 768.28, Florida Statutes.

- 17.2 Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other (or its Affiliate) in connection with the performance of the Agreement, including without limitation business interruptions, loss of profits, loss of revenues, loss of use of assets and loss of contracts.

ARTICLE 18 – INSURANCE

The state of Florida is self-insured. As a state university, Consultant participates in the State Risk Management Trust Fund for General Liability, Automobile Liability and Workers Compensation coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by Consultant. Under this program, Consultant shall, provide and maintain: (i) General Liability coverage with limits of two hundred thousand US Dollars (\$200,000) each person and three hundred thousand US Dollars (\$300,000) each occurrence; (ii) Workers' Compensation coverage is provided to comply the applicable State Workers' Compensation, (iii) Occupational Disease Laws and any rule promulgated thereunder; (iv) Automobile Liability coverage limits for General Liability of two hundred thousand US Dollars (\$200,000) per person, three hundred thousand US Dollars (\$300,000) per occurrence and for Personal Injury of ten thousand US Dollars (\$10,000) each person and ten thousand US Dollars (\$10,000) each occurrence.

ARTICLE 19 – CONFIDENTIALITY

- 19.1 The Parties acknowledge that except as specifically excluded under this Article 19.1, any information disclosed to or obtained by a Party during the performance of the Agreement, and the terms of this Agreement, shall be considered **Confidential Information** if identified and marked as set forth in this Article 19.1. Each disclosure in tangible form will be clearly marked as confidential, and each verbal disclosure will be identified as confidential at the time of disclosure, and summarized in a writing, marked as confidential, and provided to the receiving party within thirty (30) days after the initial disclosure. The receiving Party and its personnel agree to safeguard the Confidential Information to the same extent it safeguards its own. Confidential Information does not include information that is:

- a. already known to the receiving Party at the time of disclosure as evidenced by written record; or
- b. generally available to the public or becomes available to the public through no fault of the receiving Party as evidenced by written record; or
- c. developed by the receiving Party independently of and without reference to the Confidential Information as evidenced by written record; or
- d. received from a third party who had a legal right to disclose such information without restriction as evidenced by written record; or
- e. disclosed pursuant to applicable law, regulation or order, provided that the disclosing Party takes reasonable steps, to the extent legally possible, to give the other Party sufficient prior notice to give the other Party the opportunity to seek proactive order.

Upon written request of the disclosing Party, the receiving Party shall promptly return all confidential information of the disclosing Party, together with all copies thereof provided, however, that anything that constitutes a public record shall be subject to and governed by Chapter 119, Florida Statutes and shall be retained in accordance with Florida State retention requirements.

- 19.2 The Parties agree (i) to treat as secret and confidential, and (ii) not to, at any time during the Agreement term and for three (3) years thereafter, disclose, or distribute, or publish, or copy, or

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

reproduce, or sell, or lend, or manipulate, or otherwise make use of (except for the purpose of performing this Agreement provided that the disclosure is made to the employees of the receiving Party on a need-to-know basis), or permit use to be made of, any Confidential Information of the other Party, except with the disclosing Party's express written consent.

- 19.3 The Parties expressly acknowledge that the disclosure made to the receiving Party does not grant the receiving Party any right other than the limited right to use the Confidential Information for the performance of the Agreement (and nothing contained herein shall be construed as granting or conferring any rights to the disclosing Party's trademarks, inventions, copyrights, patents or the like).
- 19.4 Upon expiry or termination of this Agreement for whatever reason, the Parties shall return all Confidential Information of the other Party (excluding this Agreement) except for an archival copy as may be required by law.
- 19.5 It is Schlumberger's policy not to publicly endorse other organizations through press releases or marketing materials. Consultant acknowledges and agrees that Consultant does not have the right (i) to make any press releases, either directly or indirectly, that are endorsements or create marketing collateral involving Schlumberger; or (ii) to quote any Schlumberger employee in any press release, except if Schlumberger has given his prior written authorization to such press release. Consultant further acknowledges and agrees that Consultant does not have the right (i) to use the Schlumberger name or logo on any Consultant advertisements, articles, websites, presentations or other marketing material, or (ii) to advertise or publish the fact that Schlumberger has contracted with Consultant except as may be required under Florida Statute. Schlumberger agrees not to use the name, trademark or other identifier of Consultant for any publicity, advertising, promotion, news release or for commercially related purposes without prior written approval of Consultant. Nothing herein shall prevent Consultant from complying with information requests as required under the applicable law, or court orders, nor from including information about this Agreement in internal reports.

ARTICLE 20 – FORCE MAJEURE

Neither Consultant, nor Schlumberger, shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the Party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the Party affected) or epidemic ("*Force Majeure*"). The Party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and hinders the performance of said obligations (or part thereof), it being understood that Force Majeure shall not excuse any obligation of Schlumberger to pay for invoices due for services actually performed in accordance with the provisions hereof. The Party affected shall promptly notify the other Party and make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch.

ARTICLE 21 – COMPLIANCE WITH LAWS

- 21.1 Consultant represents that, to the best of its knowledge, no applicable laws or regulations shall be violated in the performance of the Services contemplated hereunder, and that Consultant shall comply with, and adhere to, all applicable laws and regulations which may apply to Consultant in connection with this Agreement.
- 21.2 Without limitation to the generality of the foregoing, Consultant shall strictly comply with, and adhere to, all applicable laws and regulations pertaining to environment, health and safety, and to trade and import and export control including as applicable, those of the United States.

ARTICLE 22 – BUSINESS CONDUCT

- 22.1 Consultant undertakes, for the duration of this Agreement, to maintain and enforce its own policies and procedures relating to business ethics (which policies and procedures contain

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

provisions that in compliance with applicable U.S. laws and regulations, and to ensure compliance with the Relevant Requirements (as defined below).

22.2 Consultant represents and agrees that:

- (a) in obtaining this Agreement it has complied, and in performing this Agreement it shall comply, with all applicable laws, statutes, regulations and orders relating to anti-bribery, anti-corruption, competition and trade control ("**Relevant Requirements**");
- (b) It shall not provide gifts or entertainment to Schlumberger's employees: (i) above a nominal value of two hundred US Dollars (\$200) or the equivalent in local currency or in any manner that is deemed excessive or extravagant; or (ii) in the case of an event (including sporting or other entertainment events), where Consultant does not attend;
- (c) it shall ensure that any payment or advantage made or given to anyone on behalf, or for the benefit, of Schlumberger is properly and accurately recorded in Consultant's books and records, including the amount or value, purpose and receipt, which records shall be maintained with supporting documentation and provided to Schlumberger upon reasonable request;
- (d) it shall immediately notify Schlumberger in writing: (i) of any request or demand for any undue financial or other advantage of any kind that it receives in connection with the performance of this Agreement; and/or (ii) on becoming aware of or suspecting that there has been any breach of this Article 22.

22.3 Consultant shall ensure that there is a written contract between Consultant and any of its subcontractors supplying services or goods in connection with this Agreement, which imposes terms equivalent to those imposed on Consultant in this Article 22 ("**Relevant Terms**").

ARTICLE 23 – DATA PRIVACY AND PROTECTION

Not used

ARTICLE 24 – ASSIGNMENT AND SUBCONTRACTING

- 24.1 Neither Party shall, without the prior written consent of the other Party, have the right to assign its rights and obligations under the Agreement, to another party, and any purported assignment without such consent shall be null and void. However, Schlumberger shall have the right to assign, in whole or in part, its rights and obligations under the Agreement to any of its Affiliates.
- 24.2 Consultant shall not subcontract whole or part of its obligations under this Agreement without Schlumberger's prior written, and any purported subcontracting without such consent shall be null and void. Consultant shall not be relieved of its obligations to Schlumberger by subcontracting any part thereof, and shall obligate any subcontractor to terms no less stringent than those set forth in this Agreement.

ARTICLE 25 – GOVERNING LAW AND DISPUTE RESOLUTION

- 25.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
- 25.2 Either Party is free to pursue other remedies of law available for any dispute that cannot be settled amicably within ninety (90) days of its notification by one Party to the other. Nothing herein shall, however, prohibit a Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction.

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

ARTICLE 26 – NOTICES

Notices shall be sent by registered post or fax, or delivered in person, to the following address:

If to Schlumberger:

Schlumberger
Attention: Penelope Ratcliffe
62 Buckinghamgate
London, SW1E 6PA
United Kingdom,
TEL: (+44) 7827823991
Email: Pratcliffe@slb.com

If to Consultant for administrative matters:

UCF Office of Research & Commercialization
Attention: Mindy Solivan
12201 Research Parkway, Ste. 501
Orlando, FL 32826

Tel.: (407) 882-0262

Email: Mindy.Solivan@ucf.edu

Said notices shall be deemed received (i) upon delivery if hand delivered, (ii) upon delivery if sent by registered post, and (iii) upon recipient's confirmation of receipt if faxed.

ARTICLE 27 – GENERAL LEGAL PROVISIONS

- 27.1 The Agreement (as defined in the Form of Agreement) and any terms and conditions referred to herein embody the entire agreement between the Parties with respect to the subject matter hereof, and prevail over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof. The Agreement shall not be modified in any manner, except by a written instrument duly signed by each Party.
- 27.2 Any provision herein which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent and economic effect.
- 27.3 The provisions of the Agreement which by their nature are intended to survive the termination or expiry of the Agreement (including without limitation warranty, indemnity/liability and confidentiality provisions) shall remain in full force and effect after said termination or expiry.
- 27.4 The headings contained in the Agreement are for convenience of reference only, and do not constitute a part of the Agreement.
- 27.5 The terms and conditions contained in this Agreement may not be discharged in whole or in part by waiver, renunciation, or failure of enforcement, unless specifically agreed to in writing by the Party to which said terms and conditions benefit.
- 27.6 The Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, submission, negotiation, or drafting hereof. If this Agreement is translated, this original English version shall prevail.
- 27.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Supplier: University of Central Florida
Contract ref: SLB-HR-YR/01/2014-UCF/ASL

EXHIBIT B – DESCRIPTION OF SERVICES AND PRICING

The following services, individually or collectively, constitute the "*Service(s)*" contemplated under this Agreement.

AS PER INDIVIDUAL SERVICE ORDER(S)

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

EXHIBIT C – KEY PERFORMANCE INDICATORS – INVOICING PROCEDURES
AS PER INDIVIDUAL SERVICE ORDER(S)

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

Invoicing requirements

DEAR VALUED VENDOR

The intention of this communication is to inform you about decisions in the organization which will potentially impact your department. Starting March 2010 we are using a third party organization (Accenture) to manage, process invoices, statement reconciliations and all other communication received from our vendors.

NEW INVOICING PROCEDURE

ALL invoices with their back-up documentation, statements and correspondence relating to changes in vendor's details MUST be submitted as per submission location list from below Annex 1 - The locations, where goods and services are delivered continue to remain as indicated on your Order.

PAYMENT & REMITTANCE

As part of the payment process, our Accounts Payable system notifies suppliers of their remittance information in advance of funds being deposited to their accounts. This notification is by way of email. To benefit from the above service, you are required to provide us with an appropriate generic email address to send remittance information.

VENDOR INFORMATION UPDATES

We wish to emphasize that updates to your vendor information are only made upon receipt of written instructions (on your letterhead) and signed by an authorized official to your corresponding Schlumberger Procurement contact person.

MY SUPPLIER PORTAL, CALL CENTRE HELPDESK AND EMAIL ADDRESS

The My Supplier Portal is a web based product which operates alongside, and is complementary to, the Finance and Accounting Support Center. The Portal provides a self-service capability and enables our vendors to view the live status of their invoices via internet; submit invoices (service available only for certain countries where allowed by local tax legislation, see full list of countries in scope in Annex 1 below) and submit help desk requests to support center at a time suitable to you 24 hours a day, 7 days a week.

Visit the My Supplier Portal at www.slb.mysupplierportal.com and register as a new user.

Alternatively, should you not be able to or have access to the Internet, we have a dedicated Held Desk in 11 languages, using one of the numbers as follows:

- +1-703-404-9996 (English)
- +40 372-286 214 (Arabic)
- +40 372-286 215 (French)
- +40 372-286 216 (Russian)
- +40 372-286 249 (German)
- +40 372-286 249 (Italian)
- +40 372-286 249 (Hungarian)
- +40 372-286 249 (Romanian)
- +40 372-286 249 (Turkish)
- +35 314-078 748 (Spanish and Portuguese)

EMAIL ADDRESS

eMail address is also available at your service 24 hours a day, 7 days a week. In order to open a ticket, please send an email with your query at:

SLB.FINANCE@ACCENTURE.COM – for English

SLB.FINANCE.RO@ACCENTURE.COM - For Arabic, Russian, German, Italian, Hungarian, Turkish and French

SLB.FINANCE.BA@ACCENTURE.COM - for Spanish and Portuguese

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

INVOICING REQUIREMENTS - REMINDER

MINIMUM INVOICING REQUIREMENTS (OCTOBER 2013)

1. MINIMUM REQUIREMENT FOR ORDERS SUPPORTED BY AN ELECTRONIC ORDER

- 1.1 Invoices must be billed to the appropriate Schlumberger legal entity raising the order as provided by our Requisitioner or as stated in our official Order.
- 1.2 The invoices must indicate the following as per the attached Electronic Order Invoice sample:
 - 1.2.1 Reference must be made to our Order number
 - 1.2.2 Description of the goods/service
 - 1.2.3 Quantity of the goods
 - 1.2.4 Unit of measure of the goods (in the same UOM as the Order)
 - 1.2.5 Unit price of the goods (in the same currency as the Order)
 - 1.2.6 Total price of the goods/services in figure and words
 - 1.2.7 Invoice currency (same currency as the Order)
 - 1.2.8 VAT must be stated on the invoice for all VATable transaction (as per local legislation requirements).
- 1.3 The Order and Delivery order for service delivery must be attached to all submitted invoices and referenced on the invoices itself.
- 1.4 Invoices must match the Orders and Delivery notes. Invoices will be rejected if there is a mismatch of the legal entity, purchase price and or quantity.
- 1.5 Other relevant supporting documents (if applicable) must be attached to the invoices. TMS invoices should always be sent with required supporting documentation attached (IID).

2. MINIMUM REQUIREMENT FOR ORDERS NOT SUPPORTED BY A TRADITIONAL ORDER

- 2.1 Invoices must be billed to the appropriate Schlumberger legal entity raising the Order as provided by our Requisitioner/Procurement contact person or as stated in the Order.
- 2.2 The invoices must indicate the following as per attached Traditional Order Invoice sample:
 - 2.2.1 The full name of our employee requesting for the products/services (requisitioner/buyer)
 - 2.2.2 Reference must be made to our accounting unit (cost centre) and activity code. Please ask the requisitioner/buyer of the products /services.
 - 2.2.3 Description of goods/services
 - 2.2.4 Quantity of the goods
 - 2.2.5 Unit of measure of the goods
 - 2.2.6 Unit price of the goods
 - 2.2.7 Total price of the goods/services in figure and words
 - 2.2.8 Invoice currency
 - 2.2.9 VAT must be stated on the invoice for all VATable transaction. (as per local legislation requirements).
 - 2.2.10 Name of the person for which the cost is charged (if applicable)
 - 2.2.11 Traditional Order template attached
- 2.3 Vendor's Delivery Order and or must be attached to the invoices submitted.
- 2.4 Invoice must match the delivery notes, contractual prices, terms and condition (if relevant). Invoices will be rejected if there is any mismatch of the legal entity, purchase price or quantity.
- 2.5 Other relevant supporting documents (if applicable) must be attached to the invoices. CWO invoices should always be sent with required supporting documentation attached.

3. OTHER RECOMMENDED REQUIREMENTS:

- 3.1 Our payment of invoices is done via electronic bank transfer. Accordingly, Vendors are to provide correct bank account details.
- 3.2 Vendor's bank account details must be consistent and printed (not hand written or stamped) on the face of Vendor's invoice.
- 3.3 Vendor's email address must be printed on the invoice from which the vendor must send outstanding invoice list for our follow up, reconciliation and communication.

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

- 3.4 The email address provided by the Vendor under the above requirement 3.3, should be generic and not personal and must be an active email address which is regularly checked by the Vendor.
- 3.5 It is advisable to have your invoice on a standard A4 size paper.

Please note that any change relating to Vendor's bank account details will need to be notified immediately to your Requisitioner and such correspondence MUST be written on the Vendor's official letter headed paper and signed by the Vendor's duly authorized signatories. Furthermore, you are to ensure that your organization is aware of these requirements and obtain all the necessary information at the time of order, as failure to provide the required information on your invoices may lead to your invoices being rejected by Schlumberger.

ANNEX 1

Country	Country code	Primary Invoice Delivery
Albania	AL	Local Schlumberger office
Algeria	DZ	Local Schlumberger office
Angola	AO	Local Schlumberger office
Argentina	AR	Local Schlumberger office
Australia	AU	My Supplier Portal
Austria	AT	Prague Scanning Centre
Azerbaijan	AZ	Local Schlumberger office/Prague Scanning Centre
Bahrain	BH	Local Schlumberger office
Bangladesh	BD	Local Schlumberger office
Bolivia	BO	Local Schlumberger office
Brazil	BR	Local Schlumberger office
Brunei	BN	Local Schlumberger office
Cameroon	CM	Prague Scanning Centre
Canada	CA	My Supplier Portal/San Antonio Scanning Centre
Chad	TD	Prague Scanning Centre
Chile	CL	Local Schlumberger office
Colombia	CO	Local Schlumberger office
Congo	CG	Prague Scanning Centre
Cyprus	CY	Local Schlumberger office
Denmark	DK	Local Schlumberger office
Ecuador	EC	Local Schlumberger office
Egypt	EG	Local Schlumberger office
Equatorial Guinea	GQ	Prague Scanning Centre
France	FR	Prague Scanning Centre
Gabon	GA	Prague Scanning Centre
Germany	DE	My Supplier Portal
Ghana	GH	Prague Scanning Centre
Guatemala	GT	Local Schlumberger office
Hungary	HU	Local Schlumberger office
India	IN	Local Schlumberger office
Indonesia	ID	Local Schlumberger office
Iraq	IQ	My Supplier Portal
Israel	IL	My Supplier Portal
Italy	IT	Local Schlumberger office
Ivory Coast	CI	Prague Scanning Centre
Jordan	JO	Local Schlumberger office
Kazakhstan	KZ	Local Schlumberger office
Kuwait	KW	Local Schlumberger office

Supplier: University of Central Florida
 Contract ref: SLB-HR-TR/01/2014-UCF/ASL

Country	Country code	Primary Invoice Delivery
Libya	LY	Local Schlumberger office
Malaysia	MY	Local Schlumberger office
Mauritania	MR	Local Schlumberger office
Mexico	MX	Local Schlumberger office
Mozambique	MZ	Prague Scanning Centre
Netherlands	NL	My Supplier Portal
Neutral zone (KHAFJI)	NS	Local Schlumberger office
New Zealand	NZ	My Supplier Portal
Nigeria	NG	Local Schlumberger office
NORWAY	NO	My Supplier Portal
Oman	OM	Local Schlumberger office
Pakistan	PK	Local Schlumberger office
Papua New Guinea	PG	My Supplier Portal
Peru	PE	Local Schlumberger office
Philippines	PH	Local Schlumberger office
Poland	PL	Local Schlumberger office
Qatar	QA	Local Schlumberger office
Romania	RO	Prague Scanning Centre
Saudi Arabia	SA	Local Schlumberger office
Singapore	SG	Local Schlumberger office
South Africa	ZA	Prague Scanning Centre
Spain	ES	Local Schlumberger office
Srilanka		Local Schlumberger office
Switzerland	CH	My Supplier Portal
Tanzania	TZ	Prague Scanning Centre
Thailand	TH	Local Schlumberger office
Trinidad and Tobago	TT	Local Schlumberger office
Tunisia	TN	Prague Scanning Centre
Turkey	TR	Local Schlumberger office
Turkmenistan	TM	Prague Scanning Centre
Uganda	UG	Prague Scanning Centre
United Arab Emirates	AE	My Supplier Portal
United Kingdom	GB	My Supplier Portal
United States	US	My Supplier Portal/San Antonio Scanning Centre
Uruguay	UY	Local Schlumberger office
Uzbekistan	UZ	Prague Scanning Centre
Venezuela	VE	Local Schlumberger office
Vietnam	VN	Local Schlumberger office
Yemen	YE	Local Schlumberger office

Prague Scanning Centre	San Antonio Scanning Centre
Accenture Services, S.R.O BSS EDM Attn: Schlumberger United States V Parku 2316/12, 14800 Prague 4, Czech Republic Contact phone: + 420225075201	For overnight mail : Schlumberger United States Attn: BSS EDM 6415 Babcock Rd., Suite 100 San Antonio, Texas 78249
	For regular US mail: Schlumberger, PO Box 696409 San Antonio, Texas 78269

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/Q1/2014-UCF/ASL

EXHIBIT D – SCHLUMBERGER'S QUALITY, HEALTH, SAFETY AND ENVIRONMENT POLICY

The long-term business success of Schlumberger depends on our ability to continually improve the quality of our products and services while protecting people and the environment. Emphasis must be placed on ensuring human health, operational safety, environmental protection, quality enhancement and community goodwill. This commitment is in the best interests of our customers, our employees, our stockholders and those in the communities in which we work and live.

Schlumberger requires the active commitment to, and support of QHSE from all employees. In addition, line management has a leadership role in the communication and implementation of, and ensuring compliance with, QHSE policies and standards. We are committed to:

- Protect the health and safety of our people at all times and in all circumstances
- Eliminate QHSE accidents and events
- Provide a framework for the setting of QHSE goals and performance objectives, and the use of an effective management system
- Monitor, evaluate and continually improve our QHSE performance through the definition of operational standards, training, assessments and audits
- Be fully prepared to respond to any QHSE emergency
- Minimize our impact on the Environment through pollution prevention and control of emissions, the efficient use of natural resources and the reduction and recycling of waste
- Educate our employees, customers, contractors, and business partners on the safe and environmentally responsible use of our services and products, and how their actions can influence QHSE performance
- Communicate openly with interested parties about our QHSE policy, programs and performance

We are committed to the proactive integration of QHSE objectives into our management system at all levels, actively reinforced by reward programs that recognize outstanding QHSE performance demonstrated by our employees and contractors.

The commitments in this Policy are in addition to our basic obligation to comply with Schlumberger standards, as well as all applicable laws and regulations where we operate. This is critical to our business success because it reduces risk and adds value to our products and services.

Paal Kibsgaard
Chairman and Chief Executive Officer, Schlumberger Ltd

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

EXHIBIT E - FORM OF LOCAL SERVICE ORDER

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

SERVICE ORDER

N' [...]

between

SCHLUMBERGER [...]

and

[...]

for

[...]

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

This Service Order ("SO") is entered into on this [...] day of [...], 20[...], by and between:

Schlumberger [*insert entity*], a company incorporated under the laws of [...], having its registered address at [...] ("*Schlumberger*") on the one hand, and [...], a company incorporated under the laws of [...], having its registered address at [...], ("*Consultant*").

This SO incorporates to the terms and conditions contained in the Master Services Agreement (the "*Agreement*"), referenced SLB-HR-XX/XX/2014-UCF/ASLN² and effective [...] 2014, entered into by and between Schlumberger Technology Corporation and University of Central Florida. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement.

The objective of this SO to confirm the scope of Consultant's work and the compensation for this project.

1. PROJECT DETAILS

- 1. Project name: **[to be inserted]**
- 2. Description of Consultant's responsibilities: **[to be inserted]**
- 3. Description of Schlumberger's responsibilities: **[to be inserted]**
- 4. Period of time over which work will be performed: **[to be inserted]**

2. FEE STRUCTURE

Consultant's compensation for the services will be professional fees in the amount of **[to be inserted]**.

In addition to such compensation, Consultant may also bill Schlumberger for necessary travel and other expenses related to the services requested.

3. PAYMENT

Your invoice must contain the following information (Schlumberger contact to provide):

Location: _____
 Contact Person: _____
 Legal Entity: _____
 Accounting Unit (AU): _____
 Activity Code (AC): _____
 Date effective: _____

If the above information is not displayed on the invoice, payment will be delayed as invoice will be returned to you.

INVOICE ADDRESS

Please forward your invoice to:

REMITTANCE ADDRESS:
 University of Central Florida
 Contracts & Grants
 PO Box 160118
 Orlando, FL 32816-0118
 Phone: (407)384-2000

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

4. NOTICES

Any notice that is to be given by one Party to the other under this SO will be given in writing and delivered as follows:

For Schlumberger

[...]

[...]

To the attention of: [...]

For Consultant

[...]

To the attention of: [...]

5. MISCELLANEOUS/SPECIAL CONDITIONS

[to be inserted as appropriate or marked N/A]

EXECUTED AS AN AGREEMENT BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES

For and on behalf of:
Schlumberger [...]

For and on behalf of:
[...]

Signature:

Signature:

Name

Name

Title

Title

Date

Date

Supplier: University of Central Florida
Contract ref: SLB-HR-TR/01/2014-UCF/ASL

EXHIBIT F – TRADE COMPLIANCE AND CUSTOMS

- 1 Consultant acknowledges that various national laws may apply to govern the import and export of the goods and information that are the subject matter of this Agreement. Once the deliverables are received, Schlumberger shall be responsible for the import and export of the goods and information under these laws, unless otherwise agreed by the parties.
- 2 To the extent the laws or regulations applying to import or export of the goods and information, which are the subject matter of the Agreement are amended, repealed or superseded, Schlumberger, at its sole option, shall establish new terms to this Exhibit, provided however that Supplier/UCF must agree in writing to such new terms to be bound thereby.
- 3 **EXPORT CONTROL**
The Parties shall comply with U.S. export control laws and regulations that apply to information and materials that are exchanged under this Agreement, specifically the requirements of ITAR, 22 CFR 120 et seq.; and the Export Administration Regulations, 15 C.F.R. 730-774, nuclear technology regulations, 10 CFR 810, and/or other restrictions imposed by the U.S. Treasury Department's Office of Foreign Access Controls (OFAC), including the requirement for obtaining any export license or other U.S. Government approval, if applicable. Schlumberger shall notify Consultant before providing Consultant with any export controlled information or materials. Consultant retains the right to decline receipt of any defense article, technical data or defense service subject to the ITAR other items and commodities subject to the EAR, and financial transactions or services of value subject to the jurisdiction of the OFAC. The transfer of certain technical data and commodities may require a license from the cognizant agency of the U.S. Government and/or written assurances by the Parties that they will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While Consultant agrees to cooperate in securing any license necessary in connection with the Agreement, Consultant cannot and does not guarantee that such licenses will be granted.

Consultant will accept receipt of articles and technical data subject to the ITAR and EAR upon notification and implementation of a Technology Control protocols by Consultant to ensure that all defense articles, technical data, items, information and materials Consultant has agreed to receive are clearly identified and marked in writing, or if disclosed orally, identified as being subject to the EAR or the ITAR prior to its disclosure and thereafter summarized in a written document that is provided to the recipient of the disclosure within fifteen (15) days of the disclosure.

Schlumberger shall not use Consultant's facilities, equipment, technology or any other Consultant-furnished material.

i) in any transaction with Iran, Cuba, Syria, Sudan or North Korea without written pre-authorization from Consultant ECO; and

ii) with any person or entity listed by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) List at website: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

In the event Schlumberger's failure to comply with this Paragraph 3, Consultant shall have the right to terminate this Agreement immediately in accordance with the terms of Article 8.1(c) or 8.3(c) Exhibit A of this Agreement.

Supplier: University of Central Florida
 Contract ref: SLB-HR-TR/01/2014-UCF/ASL

EXHIBIT G – WORKING CONDITIONS GUIDELINES

The last fifteen years have seen an increase in focus on the social, environmental and economic impacts of private enterprise on the workplace, the marketplace, the environment and the community. It is commonly recognized that private enterprise is critical to social, environmental and economic development, in particular in relation to human rights, healthcare, nutrition, education, decline of poverty and corruption, and solutions to climate change and energy supply. As a company that has long practiced responsible and ethical business behaviours and in light of current Supply Chain trends, Schlumberger determined requirements for the suppliers it engages, with a view to establishing a relationship which promotes responsible social, environmental and economic practices, in a collaborative manner. Hence, Supplier is to comply with the following working conditions guidelines, it being understood that Schlumberger agrees to partial non-compliance provided that (i) the same is clearly identified by Supplier, (ii) mutually agreed upon measures are implemented by Supplier during the planned remedial period, and (iii) the progress of said measures may be monitored by Schlumberger or its representative. Supplier's compliance with this Exhibit G does not relieve Supplier from its obligation to comply with applicable laws and Exhibit D. To the extent of a conflict between these Exhibit G guidelines and Supplier's/UCF's guidelines, policies, regulations and/or applicable laws, UCF shall abide by its guidelines, policies, regulations and/or applicable laws.

ARTICLE 1 – LABOR

- 1.1 **Freely Chosen Employment.** All work is to be voluntary and workers are to be free to leave upon reasonable notice. Use of forced, bonded, indentured or involuntary prison labor is prohibited. Workers must not be required to hand over passports or work permits as a condition of employment.
- 1.2 **Child Labor.** Use of child labor is strictly prohibited – child labor includes any person under the age of fifteen (15), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Legitimate workplace apprenticeship programs are supported. Workers under the age of eighteen (18) must not be required to perform hazardous work. The educational needs of such workers are to be taken into account when determining working hours.
- 1.3 **Discrimination.** Supplier is to provide workplaces that are free of harassment and unlawful discrimination. Supplier must not engage in discrimination based on race, color, gender, age, sexual orientation, ethnicity, disability, religion, union membership or marital status in hiring and employment practices such as promotions, rewards and access to training.
- 1.4 **Harsh or Inhumane Treatment.** Harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers is strictly prohibited, as is any threat of such treatment.
- 1.5 **Minimum Wages.** Compensation paid to workers must comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- 1.6 **Working Hours.** Workers strain is clearly linked to increased accidents, illness, lowered productivity and increased turnover. Workers must therefore not be required to work more than the maximum set by local law, including overtime hours. Workers are to be allowed at least one day of rest per week. In addition where workers are contracted to spend long periods of time away from their home country, consideration is to be taken of their needs to remain in contact with their families and they are to be allowed to return home at least one time per year.
- 1.7 **Freedom of Association.** Workers are to be allowed the right to freely associate in accordance with local laws. Workers are to be able to communicate openly with their management regarding working conditions without fear of reprisal, intimidation or harassment.

ARTICLE 2 – HEALTH AND SAFETY

When providing a product or service outside of a Schlumberger worksite, Supplier is to comply with the following procedures:

- 2.1 **Machine Safeguarding.** Physical guards, interlocks and barriers are to be provided and properly maintained for machinery used by workers.
- 2.2 **Industrial Hygiene.** Workers' exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. When hazards cannot be adequately controlled by engineering and administrative means, workers are to be provided with appropriate personal protective equipment.
- 2.3 **Safety.** Workers' exposure to workplace safety hazards (e.g., electrical and other energy sources, fire, vehicles, slips, trips and fall hazards) is to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout). Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate personal protective equipment.
- 2.4 **Emergency Preparedness and Response.** Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including emergency reporting, workers' notification and evacuation procedures, workers' training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- 2.5 **Occupational Injury and Illness.** Procedures and systems are to be in place to manage, track and report occupational injury and illness, including provisions to:
 - (a) encourage workers' reporting;
 - (b) classify and record injury and illness cases;
 - (c) provide necessary medical treatment;
 - (d) investigate cases and implement corrective actions to eliminate their causes; and
 - (e) facilitate return of workers to work.
- 2.6 **Physically Demanding Work.** Workers' exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.
- 2.7 **Dormitories and Canteen (As Applicable).** When dormitories and canteen are provided, workers are to be provided with clean toilet facilities, access to potable water, sanitary food preparation and storage facilities. Workers' dormitories are to be clean and safe and to provide emergency exits, adequate temperature, light, ventilation and reasonable personal space.

**FIRST AMENDMENT TO THE GLOBAL
MASTER SERVICES AGREEMENT FOR PURCHASE OF CONSULTING SERVICES
N°SLB-HR-TR/012014-UCF/ASL**

This first amendment of the contract (herein referred to as "Amendment N°1") is made and shall be effective as of the 29th day of September 2016 by and between

Schlumberger Technology Corporation, a company incorporated under the laws of Texas, having a place of business at 300 Schlumberger Drive, Sugar Land TX 77007 (herein referred to as "Schlumberger"); and

The University of Central Florida Board of Trustees, a public body corporate under the laws of Florida, having an address at 12201 Research Parkway, Suite 501, Orlando, FL 32826-3246 (herein referred to as "Consultant")

Schlumberger and Consultant are herein sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS the Parties have entered into a Global Master Services Agreement for the Purchase of Consulting Services referenced N°SLB-HR-TR/012014-UCF/ASL, effective as of the 29th day of September 2014 (hereinafter referred to as " Agreement");

AND WHEREAS, the Agreement expired by its own terms on September 28, 2016. The Parties never intended for the Agreement to expire but desired for the Agreement to continue and continued to act in accordance with the terms thereunder;

AND WHEREAS the Parties now wish to amend the Agreement, which amendments shall be effective as of the 29th day of September 2016, notwithstanding the signature date of this Amendment N°1;

NOWHERE, In consideration of the above recitals, the Parties agree as follows:

1. Form of Agreement, Clause 3 is deleted in its entirety and is replaced with the following:

The Agreement shall come into force on the Effective Date, and shall remain in full force and effect for a period of four (4) years thereafter, unless earlier terminated pursuant to the provisions hereof.

4. Except as amended above all other terms and conditions of the Agreement, shall remain the same and continue in full force and effect. All Capitalized terms not defined in this Amendment N°1 shall be given the same meaning as provided in the Agreement.

5. The Parties hereto accept the terms and conditions contained herein, and agree to be bound by them. This Amendment N°1 is executed below by duly authorized representatives of the Parties.

IN WITNESS thereof, duly authorized representatives of Consultant and Schlumberger hereto have signed this Amendment on the day and year first written above.

For Schlumberger Technology Corporation

For The University of Central Florida Board of Trustees.

Signature:

DocuSigned by:
Alexis Nicolet
BA68CAF9307449D...

Name: Alexis Nicolet

Title: vp

Date: 6/19/2017

Signature:

Mindy Solivan

Signed: Wednesday, May 24, 2017

Name:

Title:

Date:

ITEM: **FF-4**

UCF BOARD OF TRUSTEES
May 16, 2019

Title: First Amendment to the Florida Advanced Manufacturing Research Center Lease

Background:

Relevant History: In August, 2014, UCF entered into a Development Agreement with Osceola County for an R&D Center to be built by Osceola County for lease by UCF (approved by the Board of Trustees September 25, 2014). The Development Agreement included agreed an agreed upon Lease.

The Board approved an Amended and Restated Development Agreement and Lease on May 18, 2017, which updated certain aspects of the development progress, included commitment by Osceola County of additional funds, and reflected terms of related agreements for delivery of utility infrastructure.

Prior to execution of the Amended and Restated Development Agreement, the Board approved a new version on July 20, 2017, which included new terms required by the United States Department of Commerce Economic Development Administration (EDA) in relation to a \$2,222,412 financial assistance award for enhancements to the clean room, related to tool installation at the R&D Center.

The Amended and Restated Development Agreement was executed by UCF on October 6, 2017, and the Lease was executed on February 15, 2018. Relatedly, UCF entered into a Master Services Agreement (MSA) with ICAMR, Inc. (aka BRIDG) on October 24, 2017, with a first amendment adding performance milestones executed April 20, 2018.

Current Request: On August 26, 2016, UCF authorized Osceola County's expenditure of certain Development Agreement funds, \$8,500,000 for acquisition of certain tools ("Intersil Tools") and \$1,210,670 for a portion of the installation costs of the Intersil Tools, with the Intersil Tools, owned by Osceola County, becoming part of the R&D Center leased by UCF.

BRIDG has requested Osceola County assign ownership of the Intersil Tools to BRIDG, to enable BRIDG's pledge of the Intersil Tools as collateral for a third-party line of credit. A First Amendment to the Lease and Tool Conveyance Agreement is proposed to facilitate this transfer, and to revise obligations of UCF as to continued operation of the R&D Center in the event of a foreclosure of the security interest in the Intersil Tools, and with a related second amendment to the MSA, to allow for such encumbrance.

Issues to be Considered:

Approval of the First Amendment to the Lease and Tool Conveyance Agreement.

Alternative(s) to Decision:

- (1) Deny approval and provide an alternative source of funds for BRIDG to eliminate the need for the third-party line of credit.
- (2) Deny approval and require BRIDG to fulfill its obligations without further financial support.

Fiscal Impact and Source of Funding:

Upon approval, potential for loss of Intersil Tools, and with continuing obligation for UCF's operation of the R&D Center for forty (40) years, *OR*

Upon disapproval, potential for financial failure of BRIDG, and with continuing obligation for UCF's operation of the R&D Center for forty (40) years.

Recommended Action:

Approval of the First Amendment to the Lease and Tool Conveyance Agreement.

Authority for Board of Trustees Action:

Board of Governors' Regulation 1.001, and specifically, 7(g)
Board of Governors' Lease Authority 17.001

Committee Chair or Chairman of the Board approval:

Approved by Chair Alex Martins.

Submitted by:

Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

Supporting Documentation:

Attachment A: Proposed First Amendment to Lease and Tool Conveyance Agreement
Attachment B: Current Lease
Attachment C: Proposed Second Amendment to the BRIDG Master Services Agreement
Attachment D: Current BRIDG Master Services Agreement, with First Amendment
Attachment E: Amended and Restated Development Agreement
Attachment F: Tool Procurement Directive
Attachment G: Board of Governors' Regulation 1.001
Attachment H: Board of Governors' Lease Authority 17.001

Facilitators/Presenters:

Sandra Sovinski, Deputy General Counsel for Research

Attachment A

FIRST AMENDMENT TO LEASE AND TOOL CONVEYANCE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND TOOL CONVEYANCE AGREEMENT (this "Agreement"), dated as of *[to come]* 2019 (the "Effective Date"), is entered into between Osceola County, a charter county and political subdivision of the State of Florida (the "County"), the University of Central Florida Board of Trustees ("UCF") and ICAMR, Inc., a Florida nonprofit corporation doing business as BRIDG ("BRIDG").

WITNESSETH:

WHEREAS, pursuant to Section 4.03 of the Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement between the County and the University of Central Florida Board of Trustees ("UCF"), dated as of July 20, 2017 (the "Restated Development Agreement"), the County has acquired specialized equipment for research and development from Intersil Corporation (the "Intersil Tools") using the "Tool Budget" established pursuant to Section 3.01(A)(2) of the Restated Development Agreement, and installed the Intersil Tools in the center for technology research and development to be known as the NeoCity Center for Neovation (the "R&D Building"), with a portion of the installation funded by the County from funds other than the Sales Tax Bonds (as defined in the Restated Development Agreement) pursuant to Section 3.03(A)(2) of the Restated Development Agreement, and with a \$1,210,670 portion of the installation cost funded by UCF from the \$9,000,000 "Flex Budget" established pursuant to Section 3.01(A)(3) of the Restated Development Agreement, where the Flex Budget was funded by UCF pursuant to Section 3.03(A)(2) of the Restated Development Agreement; and

WHEREAS, pursuant to Section 3.06(A) of the Florida Advanced Manufacturing Research Center Lease Agreement between the County and UCF (the "Lease Agreement"), the Intersil Tools are included in the assets leased to UCF (the "Leased Premises"); and

WHEREAS, pursuant to Section 4.03(B) of the Restated Development Agreement, "Tools installed in the R&D Building...shall be the property of Osceola County and become a part of the Leased Premises during the Lease Term unless the agreement with the grant provider or Tool supplier provides otherwise" (with Tools defined in the Restated Development Agreement as "specialized equipment for research and development to be acquired and installed in the R&D Building"; and

WHEREAS, pursuant to Section 3.03 of the Lease Agreement, following satisfaction of certain obligations of Osceola County related to the Sales Tax Bonds and/or a term of forty years, the County is obligated to "convey the R&D Site, the R&D Center and all Tools then owned by Osceola County to UCF" (the terms "R&D Site" and "R&D Center" being defined in the Lease Agreement), such that UCF possesses a future interest in the Intersil Tools; and

WHEREAS, on September 1, 2017, UCF provided written authorization and direction for the County to exchange one of the Intersil Tools, an AMAT RTP Process Module, for a Solaris 200 Rapid Thermal Processing System; and

WHEREAS, to implement this exchange, the County conveyed the AMAT RTP Process Module to BRIDG pursuant to a Tool Conveyance Agreement dated October 2, 2017 and BRIDG

exchanged the AMAT RTP Process Module for a Solaris 200 Rapid Thermal Processing System, now owned by BRIDG; and

WHEREAS, on August 16, 2018, UCF was notified and did not object to the County exchanging another one of the Intersil Tools, a Hitachi 9200 Critical Dimension Scanning Electron Microscope (CDSEM), for a Hitachi 9300 CDSEM, following some irreparable power surge damage to the Hitachi 9200 CDSEM; and

WHEREAS, to implement this exchange, the County conveyed the Hitachi 9200 CDSEM to BRIDG pursuant to a Tool Conveyance Agreement dated on or about August 20, 2018 and, using BRIDG's own funds for the difference in price and the cost of installing, BRIDG exchanged the Hitachi 9200 CDSEM for a Hitachi 9300 CDSEM, now owned by BRIDG; and

WHEREAS, BRIDG has proposed that the County convey the remaining Intersil Tools, as specifically listed in Exhibit A to the form bill of sale attached hereto Appendix A (the "Existing County Tools"), to BRIDG, rather than convey such Tools to UCF with the conveyance of the R&D Site and R&D Center as previously agreed by UCF and the County, for BRIDG's use as collateral for a loan or capital lease to fund the acquisition of additional Tools, testing equipment and/or other capital equipment, including installation (the "Additional Capital Assets") and the cost of personnel services, including as necessary to operate the Additional Capital Assets (the "Operating Capital") by granting a security interest in the Existing County Tools to secure BRIDG's obligations under financing agreement for the acquisition of such Additional Capital Assets; and

WHEREAS, pursuant to Section 6.02(B) of the Lease Agreement, Tools may be released from the Leased Premises and transferred to UCF if such Tools are replaced Tools of comparable value and utility, such replacement Tools becoming part of the Leased Premises, in order that the R&D Center remain useable for technology research and development; and

WHEREAS, foreclosure of a security interest in the Existing County Tools may result in a loss of the Existing County Tools without acquisition and installation of replacement Tools of comparable value and utility; and

WHEREAS, pursuant to Section 4.05 of the Lease Agreement, UCF is obligated to occupy and "fully and actively" utilize the "completed cleanroom research/fabrication space" and to "locate or relocate comparable research and development activities...to the R&D Center" for the forty (40) year term of the Lease Agreement if BRIDG, as the R&D Center Manager, is unable to achieve the purpose set forth in Section 4.03 of the Lease Agreement, and such occupancy and use obligation is expressly confirmed as a material inducement for Osceola County to have entered into the Restated Development Agreement and Lease Agreement; and

WHEREAS, pursuant to Section 4.03 of the Restated Development Agreement, Osceola County and UCF acknowledged and agreed that "the R&D Building cannot be used for technology research and development without Tools"; and

WHEREAS, UCF desires to be able to satisfy its long term obligations under the Lease Agreement; and

WHEREAS, to enable BRIDG to finance Additional Capital Assets and Operating Capital, the County and UCF have agreed to amend the Lease Agreement to provide for the release of Tools from the Leased Premises and transfer ownership to BRIDG, as the "Consortium" defined in the Lease Agreement, without replacement with a Tool of comparable value and utility, and to further amend the Lease Agreement to enable UCF to meet its long term obligations under the Lease Agreement, irrespective of the status of the Tools; and

WHEREAS, Section 125.38, Florida Statutes, permits the County to convey personal property, such as the Existing County Tools, to nonprofit corporations organized for the purposes of promoting community interest and welfare, such as BRIDG, for such price, whether nominal or otherwise, as the Board of County Commissioners may fix, regardless of the actual value of such property; and

WHEREAS, the County has agreed to convey the Existing County Tools to BRIDG under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, Ten and no/100 Dollars (\$10.00) paid by BRIDG to the County, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows,

subject to written approval by the United States Department of Commerce, Economic Development Administration (EDA), to the extent this First Amendment to Lease and Tool Conveyance Agreement is deemed by EDA a "change that is a substantive, basic and/or critical revision to the Lease agreement," pursuant to the financial assistance award for the construction of a smart sensor technology development and prototype manufacturing cleanroom at the Florida Advanced Manufacturing Research Center from EDA (Osceola County, FL Award 04-01-07149):

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

SECTION 2. FIRST AMENDMENT TO LEASE AGREEMENT.

(A) Section 3.03 of the Lease Agreement is hereby revised, as follows:

SECTION 3.03. TERM. The term of this Agreement shall commence on the date the R&D Center reaches Substantial Completion, as defined in the Restated Development Agreement, and extend for a period of forty years; provided however, that following the date on which the Sales Tax Bonds and any obligations issued by Osceola County to refund the Sales Tax Bonds have been retired, Osceola County shall execute and deliver all documents necessary to convey the R&D Site, the R&D Center and all Tools then owned by Osceola County to UCF, which shall not be deemed a release subject to Section 3.06(B), unless the Parties agree for such ownership transfer to be to a third-party agreed upon by Osceola County and UCF, in accordance with the terms of Section 4.05. Any and all costs related to conveyance to UCF shall be paid by UCF.

(B) Section 3.06 of the Lease Agreement is hereby replaced it in its entirety, as follows:

SECTION 3.06. TOOLS AND OTHER REMOVABLE TRADE FIXTURES.

(A) Tools installed in the R&D Building prior to the Lease Term pursuant to the Restated Development Agreement or during the Lease Term pursuant to this subsection (A) shall be the property of Osceola County and become part of the Leased Premises during the Lease Term, unless or until the Parties agree to transfer ownership of such Tools to the Consortium. Upon termination of this Lease Agreement by Osceola County pursuant to Section 6.01 hereof for a UCF Default, Tools owned by Osceola County, if any, shall remain the property of Osceola County.

(B) Osceola County may release any Tool installed pursuant to the Restated Development Agreement or the foregoing subsection (A) from the Leased Premises and transfer ownership of the same to the Consortium pursuant to Section 125.38, Florida Statutes, without replacement with a Tool of comparable value and utility, upon written request by the Consortium and written consent of UCF releasing all of UCF's future right, title and interest to the Tools.

(C) UCF may acquire and install, or permit the acquisition and installation of, additional Tools and other removable trade fixtures in the R&D Building using its own funds or funds provided to UCF by the Occupants or other third parties; provided that such installation does not adversely affect compliance with the applicable cleanroom standards for the cleanroom research/fabrication space in which such Tools or other removable trade fixtures are installed. Tools and other removable trade fixtures installed in the R&D Building during the Lease Term pursuant to this subsection shall be the property of UCF or the Occupant or other third party providing such Tool or removable trade fixtures.

(C) Section 3.10 is hereby replaced in its entirety, as follows:

SECTION 3.10. LIENS.

(A) UCF shall not mortgage or otherwise encumber its interest in this Lease Agreement.

(B) UCF will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, any part thereof or upon UCF's leasehold interest, which arises out of the use or occupancy of the Leased Premises by UCF or by reason of any labor or materials furnished or claimed to have been furnished to UCF or by reason of any construction, addition, alteration or repair of any part of the Leased Premises by UCF. If any such lien is filed against the Leased Premises, UCF cause such lien or claim to be released or discharged with respect to the Leased Premises by payment or bonding within thirty days after notice of the filing thereof. If UCF fails to transfer or discharge the claim or lien, Osceola County may discharge or transfer the claim or lien to bond or other security and UCF shall pay Osceola

County all amounts so incurred, together with interest at the Prime Rate. Notwithstanding the foregoing, UCF has no obligation whatsoever regarding any lien or encumbrance or charge upon the Leased Premises, any part thereof or upon UCF's leasehold interest, relating to Tools for which the County's ownership is transferred to the Consortium, wherein UCF shall bear no responsibility for release or discharge, any payment or bonding, or any cost or expense related thereto, and any and all costs or expenses incurred by Osceola County in such regard shall be at Osceola County's sole cost and expense. Nothing contained in this Lease Agreement shall be construed as constituting the consent or request of Osceola County, expressed or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. Notwithstanding anything to the contrary set forth in this Lease Agreement, in no event shall the interest of Osceola County in all or any part of the Leased Premises be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of UCF, whether or not the same shall be made or done with the consent of Osceola County or by agreement between UCF and Osceola County, with the exception of any lien relating to Tools for which the County's ownership is transferred to the Consortium.

(C) UCF shall not be required, nor shall Osceola County have the right, to pay, discharge, or remove any charges, liens or encumbrances, or to comply with any legal requirements applicable to the Leased Premises, so long as UCF contests the existence, amount or validity of the matter in question by appropriate proceedings. This right of UCF to withhold performances while proceedings are pending shall apply only if UCF's proceedings effectively prevent any sale, forfeiture or loss of the Leased Premises or Osceola County's rights under this Lease Agreement. Nothing contained in this Section shall be deemed to relieve UCF from any obligation to pay the rent or other obligations hereunder not contested by UCF. Osceola County shall not be required to join in any contest by UCF pursuant to this Section (a) unless the law or regulations then in effect require that the proceeding be brought by or in the name of Osceola County, or (b) unless the contest is related to charges, liens or encumbrances related to the Tools for which the County's ownership is transferred to the Consortium. In such event as (a), Osceola County shall join the proceedings or permit them to be brought in its name; however, Osceola County will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings and UCF shall reimburse Osceola County for any of such costs and expenses. In such event as (b), Osceola County shall join the proceedings or permit them to be brought in its name; and UCF will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings and Osceola County shall reimburse UCF for any of such costs and expenses. On or before the expiration or earlier termination of this Lease Agreement, UCF shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under UCF to be fully released and discharged, but the Parties understand and agree that this obligation does not

extend to any mortgages, deeds of trust, liens or encumbrances related to the Tools for which the County's ownership is transferred to the Consortium.

- (D) Section 4.02 is hereby replaced in its entirety, as follows:

SECTION 4.02. MANAGEMENT SERVICES AGREEMENT. Unless UCF elects to operate the R&D Center directly, it shall have a management service agreement with an entity qualified to manage the R&D Center, including the Advanced Treatment Facilities, as applicable. The Parties understand and agree that although the Consortium is the current R&D Center Manager, if the Consortium fails to perform successfully, and UCF terminates the management services agreement with the Consortium, UCF may engage a replacement R&D Center Manager or UCF may elect to operate the R&D Center directly, itself. During the useful life of the R&D Center project funded by the EDA Grant, which is stipulated to be twenty years, any subsequent management services agreement must be reviewed and approved by EDA.

- (E) Section 4.03 is hereby amended to add a new subsection (E), as follows:

(D) to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs and benefiting the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County, and

(E) for any other purpose and in any other manner, so long as in accordance with Section 4.05.

- (F) Section 4.05 is hereby replaced in its entirety, as follows:

SECTION 4.05. REQUIRED OCCUPANCY.

(A) If for any reason, UCF is unable to fully use the R&D Center for the purposes described in Section 4.03, it shall:

(a) locate or relocate UCF research and/or education activities to the R&D Center. To the extent feasible, the completed cleanroom research/fabrication space, as described in the Design Documents incorporated by reference into the Restated Development Agreement, shall be utilized for such activities, but the Parties understand and agree that it may be necessary to re-evaluate the potential functionality of the cleanroom research/fabrication space, including without limitation, as may be related to the availability/non-availability of Tools, and the then current potential usefulness and utility of the R&D Center. Accordingly, the Parties will use every reasonable effort to cooperate with each other and community collaborators such as Florida High Tech Corridor Council, Inc. to identify alternative research and/or education uses that may be conducted in the R&D Center, in addition to continuing to actively pursue university, industry and

government partners to build out and/or potentially further renovate the R&D Center for such an alternative use, and secure economic development project for Osceola County and the region, or

(b) present to Osceola County a third-party entity who desires to purchase ownership of the R&D Center for such third-party's operations and activities, and wherein such third-party entity agrees to satisfy remaining Sales Tax Bonds' obligations of Osceola County, if any, Osceola County and UCF agree to work in good faith to facilitate such third-party ownership transfer.

(B) Osceola County and UCF acknowledge that utilization of the R&D Center for the purposes described in Section 4.03 and the foregoing subsection (A) has served as a material inducement for Osceola County to enter into the Restated Development Agreement and this Lease Agreement, and that the ability for UCF to satisfy its continuing use obligation for the R&D Center with alternative research and/or education activities, if necessary, or by presenting a third-party buyer for the R&D Center, has served as a material inducement for UCF to enter into the First Amendment to this Lease Agreement, with its attendant Tool ownership conveyance to the R&D Center Manager. Osceola County and UCF further acknowledge that remedies at law, including but not limited to monetary damages, may be inadequate for breach by either Party hereunder and either Party may incur losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery of actual damages. Accordingly, if either Party shall breach any term of this Lease Agreement, each Party agrees that the other Party shall be entitled to seek such equitable relief as may be available to it under Florida law, including but not limited to an action for mandamus or specific performance in addition to the remedies provided in Section 6.01 hereof.

(G) Subsection 5.01(A) is hereby revised, as follows:

SECTION 5.01. OPERATION.

(A) During the Lease Term, UCF shall operate and maintain the Advanced Treatment Facilities to serve the R&D Center in accordance with the terms of this Lease, as applicable and subject to the operational needs of the R&D Center.

(H) Subsection 6.01(A) is hereby revised, as follows:

SECTION 6.01. DEFAULT AND REMEDIES.

(A) Any one or more of the following events shall constitute a UCF Default under this Lease Agreement by UCF: (1) UCF fails to pay when due Base Rent, Additional Rent or any other amount to be paid under this Lease Agreement by UCF, and the failure continues for thirty days after written notice from Osceola County; (2) UCF fails to perform or observe any other covenant or condition to be performed or complied with by UCF under this Lease Agreement, specifically including but not limited to Sections 3.11, 3.12, and Article IV hereof; (3) UCF files or there is filed against UCF a petition in bankruptcy or a petition or answer

seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (4) an order is entered adjudicating UCF bankrupt or approving an involuntary petition seeking a reorganization of UCF under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of UCF, and the order is not vacated or stayed within one hundred eighty days of entry; or (5) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against UCF, or is taken upon or subjected to any attachments by any creditor of UCF or claimant against UCF, and the attachment is not discharged within thirty days after its levy. Notwithstanding the foregoing, any attachment by a creditor related to the Tools for which Osceola County is transferring ownership to the Consortium, and that is not discharged, shall not be deemed a default by UCF

SECTION 3. TRANSFER OF EXISTING COUNTY TOOLS.

(A) BRIDG hereby requests that the County transfer ownership of the Existing County Tools to BRIDG. The parties acknowledge that BRIDG intends to use the Existing County Tools as collateral for the acquisition of Additional Capital Assets and Operating Capital by granting a security interest in the Existing County Tools to secure its obligations under a conditional sale, financing lease or any other financing agreement (a "Financing Agreement") for the acquisition of Additional Capital Assets and Operating Capital. UCF consents to transfer of the Existing County Tools to BRIDG, under the terms and conditions of this Agreement, and upon such transfer hereby releases all of its future right, title and interest to the Existing County Tools.

(B) The County hereby agrees to transfer the Existing County Tools to BRIDG by a bill of sale in the form attached hereto as Appendix A for the purpose described in the foregoing subsection (A). The parties acknowledge and agree that Exhibit A to Appendix A is a complete and accurate list of the Existing County Tools.

(C) BRIDG shall not grant a security interest in the Existing County Tools under any Financing Agreement as collateral for acquisition of Additional Capital Assets and Operating Capital unless it grants a simultaneous equivalent security interest under the same Financing Agreement in all capital assets then owned by BRIDG (the "BRIDG Assets").

(D) BRIDG shall include the following terms in all Financing Agreements secured by the Existing County Tools:

(1) the party holding a security interest in the Existing County Tools and Additional Capital Assets (the "Secured Party") shall be required to provide copies of all default and collateral disposition notices to the County and UCF;

(2) the County shall be entitled, but not required, to discharge or fulfill BRIDG's obligations and, if all such obligations are discharged or fulfilled by the County, the Secured Party shall convey the Existing County Tools and Additional Capital Assets to the County;

(3) the Secured Party shall be required to take possession and dispose of the Additional Capital Assets and BRIDG Assets prior to taking possession and disposing of the Existing County Tools;

(4) prior to removing Existing County Tools or Additional Capital Assets, the Secured Party or any purchaser of the Existing County Tools and/or Additional Capital Assets shall be required to request a removal plan for such Existing County Tools or Additional Capital Assets from the County (as owner of the R&D Building) and UCF (as lessee of the R&D Building), specifying the requirements for removal of such Existing County Tools or Additional Capital Assets and repair and/or restoration of any damage to the R&D Building (the "Removal/Restoration Plan"); and

(5) the Secured Party and any purchaser of the Existing County Tools and Additional Capital Assets shall be required to comply with the terms of the Removal/Restoration Plan.

(E) If BRIDG enters into a Financing Agreement under the terms of the foregoing subsection (C) and the security interest is foreclosed, the County (as owner of the R&D Building) and UCF (as lessee of the R&D Building) will permit the Secured Party to enter the R&D Building at reasonable times for the purpose of removing the Existing County Tools and Additional Capital Assets for remarketing or remarketing the Existing County Tools and Additional Capital Assets in place. Upon written request from the Secured Party or any purchaser of the Existing County Tools or Additional Capital Assets, the County (as owner of the R&D Building) and UCF (as lessee of the R&D Building) will provide a Removal/Restoration Plan for the Existing County Tools or Additional Capital Assets identified in the request.

SECTION 4 TAXES. BRIDG will be charged for all applicable taxes related to transferring ownership of the Existing County Tools, unless proper tax exemption documents are provided by BRIDG. The County shall use its best business judgment to verify the validity of any such certificates provided by BRIDG and if deemed not valid or applicable, BRIDG shall be charged applicable taxes and the Existing County Tools will not be released to BRIDG until BRIDG has paid the all taxes as shown on the invoice. BRIDG agrees to defend, indemnify, and hold the County and UCF (as lessee of the R&D Building) harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees and costs), which the County may incur due to BRIDG failing to pay all applicable taxes.

SECTION 5. STATUS OF EXISTING COUNTY TOOLS – "AS-IS". The Existing County Tools is used and are sold "as-is," "where-is," and "with all faults" and the County and UCF (as lessee of the R&D Building) makes no warranty, express or implied, as to the nature, quality, value, or condition of the Existing County Tools and expressly disclaims all warranties express or implied, including, but not limited to, any implied warranty of merchantability, non-infringement of third-party rights, and fitness for particular purpose. BRIDG acknowledges and agrees that conveyance of the Existing County Tools does not include software licenses, whether or not necessary or convenient to operate the Existing County Tools. BRIDG further acknowledges that any such software, and any copyrights, patents, trade secrets, trademarks, or other intellectual property rights in such software and the Existing County Tools may be the property of the manufacturer of the Existing County Tools or one or more other third parties. The

conveyance of the Existing County Tools by County shall not grant or convey to BRIDG any license or rights whatsoever in or to any such third-party software or intellectual property, and as a condition to any use thereof BRIDG agrees to obtain the appropriate licenses and authorizations from such third parties. No oral or written information outside of this Agreement or statements made by any party, or any representative thereof, shall create a warranty. BRIDG accepts the risks of use and except as otherwise expressly stated herein such risks fall solely on BRIDG. In no event shall any party be liable for any indirect, special, incidental, or consequential damages resulting from their performance, or failure to perform under this Agreement or the furnishing, performance, or use of the Existing County Tools sold pursuant hereto, whether due to a breach of contract, breach of warranty, strict liability, negligence, or otherwise.

SECTION 6. NO REPRESENTATIONS OR WARRANTIES. The County and UCF (as lessee of the R&D Building) have not made any representation or warranty concerning the truth or completeness of information provided to BRIDG regarding the Existing County Tools. BRIDG acknowledges that it has had the opportunity to physically inspect the Existing County Tools and waives any and all claims against the County and UCF (as lessee of the R&D Building) relating to the descriptions of such Existing County Tools. The Existing County Tools shall not be sold or deemed to be sold by description.

SECTION 7. RESTRICTED TECHNOLOGY. The Existing County Tools may constitute Restricted Technology. Under federal law, such items may not be shipped outside of the United States. County makes no representation or warranty concerning, and has conducted no investigation to ascertain if the Existing County Tools constitutes Restricted Technology. BRIDG acknowledges and agrees and further represents and warrants that: (A) it is solely responsible for determining all licensing and other legal requirements and obtaining all licenses and legal authorizations required to purchase, import, or export the Existing County Tools; (B) it will not request or make any regulatory certifications or applications in the name of or on behalf of County; (C) it will not, unless specifically authorized by appropriate government license or regulation, transfer, export, or re-export, directly or indirectly, the Existing County Tools, including without limitation any technology, software, or components purchased hereunder or its direct product to any countries or to their assimilated entities (i.e., embassies, consulates, and controlled-in-fact entities) or to the nationals of any country which are subject to the United States or other countries' export control laws and regulations, as applicable, including the Export Administration Regulations. Such restricted countries may include, but may not be limited to, Afghanistan, Cuba, Iran, Iraq, North Korea, Libya, Sudan, or Syria, as well as any other country subject to restriction under applicable laws and regulations; (D) it is not located in, under control of, or a national or resident of any such country; (E) it and any party it represents are not legally barred from buying, exporting, or importing Existing County Tools represents are not identified on any end-user list maintained by the United States government, including, but not limited to, the following lists: Debarred Parties List (U.S. Dept. of Commerce); Denied Persons List (U.S. Dept. of Commerce); Entity List (U.S. Dept. of Commerce); Unverified Users List (U.S. Dept. of Commerce); Specially Designated Nations List (U.S. Dept. of Treasury, Office of Foreign Asset Control); and/or Parties of Non-Proliferation Concern List (U.S. Departments of State and Commerce); (F) it will not use the Existing County Tools in any activity related to the development, production, use, or maintenance of "Weapons of Mass Destruction" including, without limitation, uses related to nuclear, missile, and/or chemical/biological development; and (G) it will not transfer, export, or re-export, directly or indirectly, the Existing County Tools to any third party engaged in any such

activity. BRIDG agrees to defend, indemnify and hold the County and UCF harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees and costs), which they may incur due to BRIDG's failure to comply fully with all applicable federal, state, and local laws and regulations, and the laws and regulations of other countries to the extent that such may be applicable, including, but not limited to, the export control laws of the United States of America and other applicable countries.

SECTION 8. FURTHER ASSURANCES. The parties agree to cooperate with each other and to execute, deliver and record such other agreements and documents and to take such other actions as are reasonably necessary or helpful to more effectively consummate the transactions contemplated under this Agreement and to carry out its purpose and intent. Upon reasonable notice, the County shall provide BRIDG with reasonable access to, and allow it to copy, any books and records concerning the Existing County Tools as are in the County's possession or control.

SECTION 9. COUNTERPARTS. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 10. ENTIRE AGREEMENT. This Agreement, including the Appendix, which is incorporated herein by reference, constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 11. GOVERNING LAW AND VENUE. This Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement. The parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within the state courts of Florida in Osceola County, or the United States District Court for the Middle District of Florida, Orlando Division.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed and delivered as of the Effective Date.

OSCEOLA COUNTY, FLORIDA

By: _____

Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, UCF has caused this Agreement to be executed and delivered as of the Effective Date.

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By: _____
President

WITNESSES:

Print:

Print:

IN WITNESS WHEREOF, BRIDG has caused this Agreement to be executed and delivered as of the Effective Date.

ICAMR, INC., d/b/a BRIDG

By: _____
President

WITNESSES:

Print:

Print:

**APPENDIX A
FORM OF BILL OF SALE**

This instrument was prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)

BILL OF SALE

THIS BILL OF SALE is made and executed this *[to come]* day of *[to come]*, 2019, from Osceola County, Florida, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741, hereinafter referred to as "Osceola County," to ICAMR, Inc., a Florida nonprofit corporation doing business as BRIDG, whose address is 200 NeoCity Way, Kissimmee, FL 34741, hereinafter referred to as "BRIDG," for the purpose of transferring and conveying the specialized equipment for research and development owned by the County and installed in the center for technology research and development to be known as the NeoCity Center for Neovation, as more specifically described in Exhibit A.

THIS BILL OF SALE is given pursuant to the Tool Conveyance Agreement among the County, BRIDG and the University of Central Florida Board of Trustees (the "Conveyance Agreement") to evidence the transfer, sale and conveyance to BRIDG of the specialized equipment for research and development owned by the County and installed in the center for technology research and development to be known as the NeoCity Center for Neovation, as more specifically described in Exhibit A (collectively, the "Transferred Assets").

WITNESSETH: That Osceola County, for and in consideration of the amounts paid by BRIDG pursuant to the Conveyance Agreement and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto BRIDG, all of its right, title and interest relating to the Transferred Assets. Osceola County warrants that it has exclusive ownership, possession, control, and marketable title to the Transferred Assets; that the Transferred Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction; and that it will defend BRIDG from any and all claims to said property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Osceola County has caused this Bill of Sale to be executed in its name, and its seal to be hereunto affixed, by their proper officer thereunto duly authorized, the day and year first above written.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

[SEAL]

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of
[to come]

**EXHIBIT A
TRANSFERRED ASSETS**

Tool & Drawing Title	Serial Number	ICAMR TOOL ID
VERT11 (NEUT) Tel Alpha 8S/Tel Alpha 8S Furnace - Anneal	A000097X5544	FURN001TEL
VERT12 (NEUT) Tel Alpha 8S/Tel Alpha 8S Furnace - Anneal	300009655354	FURN002TEL
VERT14 (GATE) Tel Alpha 8S/Tel Alpha 8S Furnace - OX	30009655382	FURN003TEL
VERT15 (NITRIDE) Tel Alpha 8S/Tel Alpha 8S Furnace - Nitride (subatm)	300009665383	FURN004TEL
VERT16 (POLY) Tel Alpha 8S/Tel Alpha 8S Furnace - Poly (subatm)	300009665388	FURN005TEL
VERT17 (N+) Tel Alpha 8S/Tel Alpha 8S Furnace - Diffusion	A00009755273	FURN006TEL
VERT18 (Sinter) Tel Alpha 8S/Tel Alpha 8S Furnace - Forming Anneal	A00009480048	FURN007TEL
WET 20 (Clean Diff) JST Bench/JST Automated Wet Bench	18596-001-00	WETB001JST
WET 18 (BEOL) JST Bench/JST Semi-Automated Wet Bench	18596-003-00	
WET 19 (FEOL) JST Bench/JST Semi-Automated Wet Bench	18596-002-00	
KLA 2139/KLA Defect Inspection Tool	W21XX1303	AIT001KLA
I-Line Step 1 (NIKON3) i12/Nikon I-Line i12 Stepper		STEP001NIK
TEL I-Line Track (TEL C3, TEL D3)/TEL ACT8 Developer/Coater Track	9191385	TRAK001TEL
LRCOSS2 On Trak Scrubber/On Track Brush Scrubber	10244	BRSH001ONT
Scribe 4 (GSI Lumonics)/Lumonics GSI Laser Scribe	2015900	LASR001LUM
NOV9 Novellus C2 Sequel/Novellus C2 Sequel CVD	99-50-C25776	CVD001NOV

Tool & Drawing Title	Serial Number	ICAMR TOOL ID
CDEP1 (HDP) AMT 5200 Centura/AMAT Centura 5200 CVD HDP	21932	CVD002AMT
CENTURA 5 AMAT/AMAT Centura 5200 Poly/Oxide/Oxide Etch	9466	ETCH002AMT
PMET3 AMAT 5200/AMAT Centura 5200 Metal 2X/ASP+ Etch	EA45	ETCH003AMT
CDEP2 (W) AMT 5200 Centura/AMAT Centura 5200 CVD W2X Tungsten	21931	CVD003AMT
CMP1 (OX) AMAT Mirra Trak/AMAT Mirra Trak CMP Oxide	322811	CMP001AMT
CMP2 (W) AMAT Mirra Trak/AMAT Mirra Trak CMP Cu/Tungsten	318025	CMP002AMT
ION 10 (E500) VSEA/AMAT/Varian E500 Ion Implanter	193842	IMP001VAR
ENDURA4 AMAT 5500/AMAT Endura 5500 PVD	308412	PVD001AMT
CENTURA4 (FEOL/BEOL) AMAT 5200/AMAT Centura 5200 Oxide 3X Etch	EA91	ETCH001AMT
SORT 1 NADA Tech Sorter/NADA Tech Wafer Sorter 1		SORT001NAD
READER1 Faith Reader/Faith Character Reader 1	06132009	REA001FTH
READER2 Faith Reader/Faith Character Reader 2	7132013	REA002FTH
READER3 Faith Reader/Faith Character Reader 3	05152039	REA003FTH
SORT 2 NADA Tech Sorter/NADA Tech Wafer Sorter 2		SORT002NAD
TRANSFER1 Faith Transfer/Faith Transfer Tool	06132009	TRF001FTH

Attachment B

**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
LEASE AGREEMENT**

By and Between

OSCEOLA COUNTY, FLORIDA

AND

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	
DEFINITIONS AND INTERPRETATION	
SECTION 1.01.	RECITALS2
SECTION 1.02.	DEFINITIONS2
SECTION 1.03.	INTERPRETATION6
SECTION 1.04.	SECTION HEADINGS6
ARTICLE II	
REPRESENTATIONS	
SECTION 2.01.	REPRESENTATIONS OF OSCEOLA COUNTY7
SECTION 2.02.	REPRESENTATIONS OF UCF8
ARTICLE III	
GENERAL LEASE TERMS	
SECTION 3.01.	LEASE10
SECTION 3.02.	RENT13
SECTION 3.03.	TERM14
SECTION 3.04.	MAINTENANCE REQUIREMENTS14
SECTION 3.05.	ALTERATIONS AND IMPROVEMENTS14
SECTION 3.06.	TOOLS AND OTHER REMOVABLE TRADE FIXTURES15
SECTION 3.07.	EXISTING HAZARDOUS SUBSTANCES16
SECTION 3.08.	HAZARDOUS SUBSTANCES – UCF17
SECTION 3.09.	HAZARDOUS SUBSTANCES – OCCUPANTS19
SECTION 3.10.	LIENS20
SECTION 3.11.	TAXES, ASSESSMENTS AND OTHER CHARGES21
SECTION 3.12.	UTILITIES21
SECTION 3.13.	INSURANCE – UCF24
SECTION 3.14.	INSURANCE – COUNTY25
SECTION 3.15.	INSURANCE – R&D PARTICIPANTS25
SECTION 3.16.	INSURANCE – CONTRACTORS26
SECTION 3.17.	INSURANCE – TRADESMEN AND DESIGNERS28
SECTION 3.18.	DAMAGE OR DESTRUCTION29
SECTION 3.19.	QUIET ENJOYMENT29
SECTION 3.20.	ENTRY AND INSPECTION29
SECTION 3.21.	SURRENDER30
SECTION 3.22.	HOLDING OVER30
SECTION 3.23.	SURVIVAL OF OBLIGATIONS31
SECTION 3.24.	EMINENT DOMAIN31

ARTICLE IV
USE AND OCCUPANCY

SECTION 4.01.	TAX COVENANT	32
SECTION 4.02.	MANAGEMENT SERVICES AGREEMENT.....	32
SECTION 4.03.	RESEARCH AND DEVELOPMENT	32
SECTION 4.04.	COMPLIANCE WITH LEGAL REQUIREMENTS	32
SECTION 4.05.	REQUIRED OCCUPANCY	33

ARTICLE V
ADVANCED TREATMENT FACILITIES

SECTION 5.01.	OPERATION	34
SECTION 5.02.	RENEWAL, REPLACEMENT AND EXPANSION	35

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.01.	DEFAULT AND REMEDIES	38
SECTION 6.02.	NOTICE AND CURE.....	39
SECTION 6.03.	REMEDIES CUMULATIVE.....	40
SECTION 6.04.	RESOLUTION OF DISPUTES	40
SECTION 6.05.	PUBLIC RECORDS	41
SECTION 6.06.	ASSIGNMENT	41
SECTION 6.07.	PROFESSIONAL FEES.....	41
SECTION 6.08.	TIME OF THE ESSENCE.....	41
SECTION 6.09.	EXTENSION OF TIME PERIODS	41
SECTION 6.10.	NO JOINT VENTURE.....	41
SECTION 6.11.	NON-WAIVER	42
SECTION 6.12.	COUNTERPARTS	42
SECTION 6.13.	ENTIRE AGREEMENT	42
SECTION 6.14.	BINDING EFFECT	42
SECTION 6.15.	AMENDMENTS AND WAIVERS	42
SECTION 6.16.	NOTICES TO PARTIES	42
SECTION 6.17.	SEVERABILITY.....	44
SECTION 6.18.	GOVERNING LAW AND VENUE	44
SECTION 6.19.	LITIGATION	44

APPENDIX A	DESCRIPTION OF THE R&D CENTER SITE
APPENDIX B	FORM OF MEMORANDUM OF LEASE
APPENDIX C	FORM OF COVENANT OF USE, PURPOSE AND OWNERSHIP
APPENDIX D	FORM OF SUBORDINATION AGREEMENT

**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
LEASE AGREEMENT**

THIS FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER LEASE AGREEMENT (this "Lease Agreement") is made and entered into by and among Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), and the University of Central Florida Board of Trustees ("UCF"). Osceola County and UCF are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Osceola County and UCF have entered into an Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement (the "Restated Development Agreement"), providing for construction and operation of a center for technology research and development (the "R&D Center") on certain property owned by Osceola County (the "R&D Center Site") which will further the research mission of UCF, promote economic diversification, high-technology research and innovation, and foster a vibrant advanced sensor and other advanced manufacturing industry in Osceola County; and

WHEREAS, the R&D Center has been constructed by Osceola County, as required by the Restated Development Agreement; and

WHEREAS, the Restated Development Agreement requires Osceola County and UCF to enter into this Lease Agreement for the purpose of setting forth the conditions under which UCF will lease the R&D Site from Osceola County;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS. The Parties agree that the foregoing recitals and the recitals set forth in the Restated Development Agreement are true and correct and by this reference incorporated and made a part of this Lease Agreement.

SECTION 1.02. DEFINITIONS. As used in this Lease Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Additional Rent" means any and all sums of money or other charges required to be paid by UCF under this Lease Agreement other than Base Rent, regardless how designated hereunder, and shall include any applicable sales tax thereon.

"Advanced Treatment Building" means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

"Advanced Treatment Equipment" means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

"Advanced Treatment Facilities" means the Advanced Treatment Building and the Advanced Treatment Equipment.

"AWNS" means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

"AWNS Main" means a specialty post-process water main which shall run from a point outside of the R&D Center Building to the AWNS.

"Base Rent" means the annual rent for the Leased Premises, as set forth in Section 3.02 hereof.

"Board" means the Board of County Commissioners of Osceola County.

"Bond Counsel" means a firm of attorneys, selected by Osceola County, whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Consortium" means ICAMR, Inc., a Florida nonprofit corporation formed by UCFRF to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

"Contractor" means general contractors or construction managers entering onto the Leased Premises for the purpose of performing construction services.

"County Manager" means the chief executive officer of Osceola County.

"Design Professional" means persons or entities entering onto the Leased Premises for the purpose of providing engineering or architectural services.

"EDA" means the United States Department of Commerce, Economic Development Administration.

"EDA Grant" means the financial assistance award for the construction of a smart sensor technology development and prototype manufacturing cleanroom at the Florida Advanced Manufacturing Research Center from EDA (Osceola County, FL Award 04-01-07149).

"Environmental Law" means any and all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, orders, decrees, permits, licenses or other governmental restrictions or requirements now or hereafter in effect with respect to the property and relating to the environment and/or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Comprehensive Environmental Response, Compensation and Liability Act of 1986, as amended (42 U.S.C. §9601 et seq.), the Resource Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. §6901 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), the Clean Water Act, as amended (33 U.S.C. §1251 et seq.), and the Toxic Substances and Control Act, as amended (15 U.S.C. §2601 et seq.).

"Final Completion" means that (A) the Punch List (as defined in the Restated Development Agreement) has been fully and satisfactorily completed; and (B) a final certificate of occupancy has been issued by the County subject to no conditions or exceptions, and shall be in full force and effect.

"Hazardous Substance" means any substance, material or waste which is regulated or governed by any Environmental Law including without limitation (A) any substance, material or waste defined, used or listed as "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", "toxic substance" or similar or related term as defined, used or listed in any Environmental Law; (B) any asbestos or asbestos containing materials; (C) any underground storage tanks or similar facilities; (D) petroleum, petroleum-based substances or polychlorinated biphenyl; and (E) any additional substances or materials which are hazardous or toxic substances under any Environmental Law.

"Invitee" means persons entering onto the Leased Premises for the purpose of attending meetings, marketing events, public ceremonies, educational sessions and similar events who do not have unescorted access to the cleanroom or Tools and do not handle Hazardous Substances.

"Lease Agreement" means this Florida Advanced Manufacturing Research Center Lease Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Lease Term" means the term set forth in Section 3.03 hereof.

"Leased Premises" means the R&D Center Site and the R&D Center.

"Material Alteration" shall mean any alteration which: (A) is structural in nature or otherwise affects the strength of the R&D Center; (B) affects the mechanical, electrical, sanitary (including plumbing), or other services of the R&D Center; or (C) has an aggregate cost greater than \$25,000.00.

"Occupant" means any R&D Center Manager, Contractor, Design Professional, Tradesman, R&D Participant or other occupant of the Leased Premises that is not an Invitee.

"Occupant Contamination" means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of an Occupant or an Occupant's Representatives.

"Occupant Representatives" means any of an Occupant's officers, directors, employees, representatives, agents, contractors, subcontractors, sublessees, concessionaires, invitees.

"Osceola County" means Osceola County, a charter county and a political subdivision of the State of Florida.

"Osceola Default" means the occurrence of an event described in Section 6.01(E) hereof.

"Other Project Cost" means personnel cost, travel expenses, supplies (including but not limited to specialized gasses and routine tools) associated with the design, construction and operation of the R&D Center. The term "Other Project Cost" does not include PO&M Cost or the cost of acquiring and installing Tools.

"Parties" means Osceola County, UCF and their respective permitted successors and assigns.

"PO&M Cost" means the cost of operation and maintenance of the R&D Center. The term "PO&M Cost" does not include Other Project Cost or the cost of acquiring and installing Tools.

"Prime Rate" means (A) the prime rate of interest as published from time to time by The Wall Street Journal (with such rate to change when and as the published rate changes), plus four percent per annum, or (B) the highest non-usurious rate permitted by applicable law, whichever is less.

"R&D Building" means the building to be constructed by Osceola County pursuant to Article IV of the Restated Development Agreement as a center for technology research and development.

"R&D Center" means the R&D Building, the Advanced Treatment Facilities and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

"R&D Center Manager" means the Consortium or any other party managing and operating the R&D Center under a management services agreement entered into pursuant to Section 4.02 hereof.

"R&D Center Site" means approximately 10 acres of real property to be leased by Osceola County to UCF pursuant to this Lease Agreement, as more specifically described in Appendix A.

"R&D Participants" means persons or entities, other than Invitees, performing research and development work on the Leased Premises.

"Restated Development Agreement" means Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, by and among Osceola County and UCF, joined for limited purposes by Florida High Tech Corridor Council, Inc.

"ROWS" means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the Operator within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, having a minimum capacity of 100 gallons per minute.

"ROWS Main" means a specialty water main from the Advanced Treatment Building to the R&D Center.

"Sales Tax Bonds" means the bonds issued by Osceola County pursuant to Section 3.04 of the Restated Development Agreement to provide funds for design and construction of the R&D Center, or any obligations issued to refund such bonds.

"System Development Charges" means the water, wastewater and reuse water capacity charges imposed by TWA on all new growth and development by local legislation. To avoid doubt, such term includes the supplemental or alternative TWA system capacity demand determination presented by the separate system development surcharge, computed and charged in the manner described in Section 3.12(C) hereof; and, does not include the capital reimbursement surcharge to recover the TWA funding advance presented by the TWA Funding Obligation for the Advanced Treatment Facilities, computed and charged in the manner described in Section 3.02(D) hereof.

"Tools" means specialized equipment for research and development to be acquired and installed in the R&D Building.

"Tradesman" means any persons or entities entering onto the Leased Premises for the purpose of providing services relating to maintenance, alterations or improvements to the Leased Premises, including electrical, HVAC, plumbing, painting, janitorial or similar services.

"TWA" means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

"TWA Funding Obligation" means the capital contribution of TWA in an amount not to exceed \$3,200,000 for construction of the Advanced Treatment Facilities at the R&D Center.

"UCF" means the University of Central Florida Board of Trustees.

"UCF Contamination" means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of UCF or UCF's Representatives.

"UCF Default" means the occurrence of an event described in Section 6.01(A) hereof.

"UCF Representatives" means any of UCF's officers, directors, employees, authorized representatives or agents. The term "UCF Representatives" does not include (A) Osceola County or its employees or agents, contractors, subcontractors, concessionaires, invitees or the general public, or (B) any Occupant or Occupant Representatives.

"UCFRF" means the University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation and a UCF direct support organization within the definition of Section 1004.28, Florida Statutes.

SECTION 1.03. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Lease Agreement; the term "heretofore" shall mean before the date this Lease Agreement is executed; and the term "hereafter" shall mean after the date this Lease Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Party to this Lease Agreement. All Parties have participated in the drafting and preparation of this Lease Agreement, and the provisions hereof shall not be construed for or against any Party by reason of authorship.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Sections of this Lease Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Lease Agreement nor affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of UCF herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) Osceola County has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by UCF, this Lease Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Osceola County is fee simple owner, legal and equitable, of the R&D Center and of the R&D Center Site, as more particularly described in Appendix A.

(G) Osceola County has no knowledge regarding and has received no written notice of any alleged violation of any law, ordinance, order, or regulation affecting the R&D Center Site issued by any governmental or quasi-governmental authority having jurisdiction over the R&D Center Site.

(H) Osceola County has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida

Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the R&D Center Site and, to the best of Osceola County's actual knowledge, information, and belief, the R&D Center Site is not currently under investigation for any such violation.

(I) To the best of Osceola County's knowledge, based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site is in compliance with and there is no violation of any applicable law, ordinance, order, or regulation with respect to any Hazardous Substance, as defined in the Lease Agreement.

(J) To the best of Osceola County's knowledge, based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site does not contain any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity or protected or endangered species.

SECTION 2.02. REPRESENTATIONS OF UCF. UCF makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) UCF is a member institution of the State University System of Florida and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) UCF is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) UCF has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by Osceola County, this Lease Agreement constitutes a valid and legally binding obligation of UCF, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by UCF with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to UCF or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which UCF is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of UCF, threatened against or affecting UCF, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which UCF is a

party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE III
GENERAL LEASE TERMS**

SECTION 3.01. LEASE.

(A) For and in consideration of the covenants and obligations specified in this Lease Agreement, Osceola County leases the Leased Premises to UCF and UCF leases the Leased Premises from Osceola County, all subject to the conditions and limitations herein expressed.

(B) UCF and the Consortium have physically inspected the Leased Premises and UCF acknowledges that UCF is familiar with the condition of the Leased Premises through review of the following documents provided at the time of substantial completion and visual inspections by representatives of UCF and the Consortium and, subject to the conditions set forth in the following subsections (C) and (D), accepts the Leased Premises in its condition at the beginning of the Lease Term, "AS IS, WHERE IS, WITH ALL FAULTS".

- (1) Permanent Keys – Final cores and keying as established in the keying plan;
- (2) AIA Certificate of Substantial Completion signed by Skanska USA Building, Inc.;
- (3) List of Incomplete Items;
- (4) Open Punch List Items – Design/Builder's List;
- (5) O&M Manuals delivered prior to Substantial Completion (as defined in the Restated Development Agreement) of the Leased Premises, with the remaining O&M Manuals to be delivered at or prior to Final Completion;
- (6) Owner Training Matrix Additional Training Videos from 07/13/17 to 07/31/17;
- (7) Temporary Certificate of Occupancy issued by the County;
- (8) Completion Commissioning Plan;
- (9) Electrical Coordination & Arc Flash Studies;
- (10) Cleanroom Certification Reports;
- (11) Process Piping Test Reports;
- (12) TGMS Certification Reports;
- (13) Elevator Final Permit & Certification;
- (14) As-built Subcontractor Drawings to 07/31/2017;

- (15) Warranties to 07/31/2017; and
- (16) the following Training Videos:
 - (a) Fire Alarm - Spec 28 31 11;
 - (b) Parking Control Equipment - Gate - Spec 11 12 00;
 - (c) Roll Up Door - Spec 08 33 23;
 - (d) Security - Access Control - Spec 28 10 00;
 - (e) Water Heaters - Spec 22 34 00;
 - (f) Cooling Towers & Cooling Tower VFD's - Spec 23 65 00;
 - (g) Toxic Gas Monitoring - Spec 28 30 00;
 - (h) Gas Cabinets & VMBs - Spec 11 60 02;
 - (i) FCU, BCU, VAV, Air Valves, RO Unit Rooftop HVAC Unit, Exhaust Fans & EF VFD's - Spec Sections from Division 23;
 - (j) HVAC Controls - BAS - Spec 23 09 00;
 - (k) Generator and Automatic Transfer Switches Training - Spec 26 32 13;
 - (l) RO Training - Spec 22 43 30;
 - (m) AWN Training - Spec 22 66 00;
 - (n) Boilers Training - Spec 23 52 16;
 - (o) Compressed Dry Air - Spec 22 61 19;
 - (p) Central House Scrubber Training - Spec 22 70 71;
 - (q) FFU Training - Spec 23 73 16;
 - (r) UPW Training - Spec 22 43 30;
 - (s) Fire Suppression Training - Spec 21 31 13;
 - (t) Heat Exchanger Training - Spec 23 57 00;
 - (u) Hydronic Pump VFDs Training - Spec 23 29 23;
 - (v) Hydronic Pumps Training - Spec 23 21 23;

- (w) Lighting Control Training - Spec 26 09 23;
- (x) MUAs & Chillers Training - Spec 23 73 13;
- (y) Panels, Switchboards, Controllers - Spec 26 24 13;
- (z) PCW Training - Spec 22 70 42;
- (aa) PVAC Training - Spec 22 62 19; and
- (bb) Waste Cabinets Training - Spec 11 06 07.

(C) The following additional documentation shall be provided to UCF at or prior to Final Completion:

- (1) T&B Reports;
- (2) Final Owner Punch List;
- (3) Final Certificate of Occupancy;
- (4) Complete set of Final O&M Manuals;
- (5) Attic stock as prescribed in the technical specifications;
- (6) As-built plans and specifications;
- (7) Final copy of the accepted test and balance report for both air and water systems with record of submittal review by the engineer of record and accepted by the County;
- (8) Warranty Statements and/or Certificates as required by the specifications;
- (9) Final As-Built Drawings (in PDF and Revit);
- (10) Final As-Built Specifications;
- (11) Copies of the original calculations for the R&D Building, which should include but not be limited to: Structural, Electrical, HVAC, Wet Mechanical, Process Piping; provided that such calculations were a requirement of the Agreement for Design Build Services between the County and Skanska USA Building, Inc. or were provided to the County for the purposes of obtaining the building permit;
- (12) Final Building Permit Signoff for the building;
- (13) Final Electrical Permit Signoff for the building;
- (14) Final Mechanical and Plumbing-Piping Permit Sign-off;

(15) Final site plan sign-off for the site; and

(16) Analytical report for the DI Water System (on jump drive and to be hand delivered).

(D) The following additional items shall be addressed prior to Final Completion:

(1) Pressurization shall be validated via manual airflow volume mode;

(2) RO/DI Water systems shall be compliant with all specifications;

(3) Valid warranties for the R&D Building will be for 12 months from date of Substantial Completion; and

(4) attic stock items (item/quantity) will be verified.

(E) Except as otherwise provided herein, UCF shall have sole and exclusive rights pertaining to the sales, lease, placement, size, form and content of all exterior and interior signage to be located on the R&D Center Site, subject to compliance with all applicable County regulations. All signage shall be purchased, installed, maintained and, if necessary, replaced by UCF at its sole expense.

(F) UCF shall be permitted to make such alterations to the Leased Premises as UCF deems necessary or convenient to operate the Leased Premises for the purpose described in Article IV hereof.

(G) Osceola County shall retain the right to grant utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements or licenses to others over, under, through, across or on the R&D Center Site but only to the extent reasonably necessary to provide services to the R&D Center Site, the property described in Appendix B of the Restated Development Agreement or other property adjacent thereto; provided, however, that such grant and any use permitted thereby (1) is not materially detrimental to the use or operation of the R&D Center for the purposes described in the Restated Development Agreement, and (2) will not weaken, diminish or impair lateral or subjacent support to the R&D Building to be constructed pursuant to the Restated Development Agreement.

SECTION 3.02. RENT.

(A) The Base Rent will be \$1.00 per year.

(B) This Lease Agreement is what is commonly called a "triple net lease," it being understood that Osceola County shall receive all Base Rent and Additional Rent, as provided in this Lease Agreement, free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the Base Rent and Additional Rent required by this Lease Agreement, except as expressly provided herein to the contrary, UCF shall pay to the parties respectively entitled thereto all taxes, assessments, premiums for insurance required by Section 3.13 hereof, operating charges, maintenance charges, construction costs and any other charges,

costs and expenses which arise or may be contemplated under any provisions of this Lease Agreement during the term hereof. All of such charges, costs and expenses shall constitute Additional Rent, and upon the failure of UCF to pay any such costs, charges or expenses, Osceola County shall have the same rights and remedies as otherwise provided in this Lease Agreement for the failure of UCF to pay Base Rent. With the exception of termination for an Osceola Default, or as otherwise set forth herein, it is the intention of the Parties hereto that this Lease Agreement shall not be terminable for any reason by UCF and that, but for termination for an Osceola Default, or as otherwise set forth herein, UCF shall in no event be entitled to any abatement of or reduction in Base Rent or Additional Rent payable under this Lease Agreement except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the Parties.

SECTION 3.03. TERM. The term of this Agreement shall commence on the date the R&D Center reaches Substantial Completion, as defined in the Restated Development Agreement, and extend for a period of forty years; provided however, that following the date on which the Sales Tax Bonds and any obligations issued by Osceola County to refund the Sales Tax Bonds have been retired, Osceola County shall execute and deliver all documents necessary to convey the R&D Site, the R&D Center and all Tools then owned by Osceola County to UCF, which shall not be deemed a release subject to Section 3.06(B). Any and all costs related to such conveyance shall be paid by UCF.

SECTION 3.04. MAINTENANCE REQUIREMENTS.

(A) UCF shall keep the interior and exterior of the Leased Premises (including, but not limited to the foundations, roof and structural portions of the walls) and all furniture, fixtures and equipment (excluding research equipment other than Tools) in condition comparable to other research facilities, including making necessary replacements, improvements, additions and substitutions thereto and, in connection therewith, and formulating and implementing preventative maintenance and other programs designed to efficiently and effectively maintain the condition of the Leased Premises, including all "back of the house" areas, HVAC serving the R&D Building, fire and life safety, electrical, plumbing and other building systems. Without limiting the foregoing, UCF shall negotiate, enter into and administer maintenance contracts for elevators, major life safety systems, chillers, boilers and other major HVAC equipment and such other equipment and systems as UCF determines appropriate, in its sole and absolute discretion. All such repair, maintenance replacements, improvements and substitutions shall be at UCF's sole cost and expense.

(B) If and only as required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractors to provide, a payment and performance bond. All replacements and restorations will be in quality and class equal to or better than the original R&D Center located on the R&D Center Site.

SECTION 3.05. ALTERATIONS AND IMPROVEMENTS.

(A) UCF may make, at its sole cost and expense, alterations and improvements to the R&D Center consistent with its use as a technology research and development center, and which are not Material Alterations, without the consent of Osceola County, provided that UCF provides Osceola County with prior written notice thereof. Material Alterations shall require prior written

consent from Osceola County, which shall not be withheld unreasonably. UCF will design and construct any such alterations or improvements using its own funds or funds provided to UCF by Occupants or other third parties, in compliance with all applicable County ordinances and codes and state and federal statutes, rules and regulations. Any such alterations or improvements shall be completed in a good, workmanlike and lien-free manner.

(B) UCF shall select and engage qualified architects, engineers and other necessary professionals, and shall cause the preparation of construction documents for the alterations or improvements and update the Building Information Model (BIM) prepared during construction of the R&D Center. The construction documents shall detail the requirements for the construction of such alterations or improvements, based on materials and systems selected by UCF, and shall be compliant with all codes, laws or regulations which have been enacted at the time of their preparation. Following preparation and peer review of the construction documents, UCF will provide a copy to the County Manager, or his designee, for review. If the County Manager, or his designee, fails to state his approval or disapproval of the construction documents, in writing, within ten business days of the date they are provided by UCF for review, such documents shall be deemed to have been approved. Construction of the alterations or improvements shall be in accordance with these construction documents as approved by UCF and the County Manager, or his designee.

(C) UCF shall obtain all necessary permits, approvals, licenses required for the construction, use and occupancy of the alterations or improvements. Promptly upon compliance with all applicable conditions of approval, all County permits required for construction of the alterations or improvements shall be granted to UCF. If required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractor to provide, a payment and performance bond.

(D) Upon receipt of a written request from Osceola County, UCF shall assign in writing to Osceola County all rights which UCF may then possess against (1) any parties who prepared the construction documents for the alterations or improvements, and (2) all contractors, subcontractors and material suppliers for the alterations or improvements, reserving to UCF the right to subsequently prosecute any claims against said parties that may arise as a result of any claims, action, loss, damage or expense sustained by UCF arising out of any of the construction documents for the alterations or improvements or the construction of the alterations or improvements.

(E) Osceola County and UCF intend that any alterations and improvements made pursuant to this Section shall become part of the Leased Premises during the Lease Term and owned by Osceola County if this Lease Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

SECTION 3.06. TOOLS AND OTHER REMOVABLE TRADE FIXTURES.

(A) Tools installed in the R&D Building prior to the Lease Term pursuant to the Restated Development Agreement or during the Lease Term pursuant to this subsection (A) shall be the property of Osceola County become part of the Leased Premises during the Lease Term. Upon termination of this Lease Agreement by Osceola County pursuant to Section 6.01 hereof for a UCF Default, Tools shall remain the property of Osceola County.

(B) Osceola County shall release any Tool installed pursuant to the Restated Development Agreement or the foregoing subsection (A) from the Leased Premises and transfer ownership of the same to UCF pursuant to Section 125.38, Florida Statutes, if UCF replaces such with a Tool of comparable value and utility. UCF may petition the County Manager to release any such Tool from the Leased Premises, providing a written description of the Tool to be released and the replacement Tool of comparable value and utility. If the County Manager determines that UCF's replacement proposal meets the requirements of this subsection (B), Osceola County shall execute such reasonable documents and instruments of conveyance as may be required by Section 125.38, Florida Statutes, to release such Tool from the Leased Premises and transfer ownership to UCF. In such event, the replacement Tool shall become part of the Leased Premises during the remaining Lease Term.

(C) UCF may acquire and install, or permit the acquisition and installation of, additional Tools and other removable trade fixtures in the R&D Building using its own funds or funds provided to UCF by the Occupants or other third parties; provided that such installation does not adversely affect compliance with the applicable cleanroom standards for the cleanroom research/fabrication space in which such Tools or other removable trade fixtures are installed. Tools and other removable trade fixtures installed in the R&D Building during the Lease Term pursuant to this subsection shall be the property of UCF or the Occupant or other third party providing such Tool or removable trade fixtures.

SECTION 3.07. EXISTING HAZARDOUS SUBSTANCES.

(A) Osceola County warrants and represents that all information provided and stated in UCF's co-application with Osceola County for the EDA Grant regarding contamination from toxic and hazardous substances, the description of the R&D Center Site, and statements relating to eminent domain, is accurate, and Osceola County shall hold harmless, release, and indemnify UCF, its Board of Trustees, officers, employees, and agents from and against any liabilities, damages, causes of action, judgments, liens, penalties, fines, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) resulting from, arising out of, or in connection with the information and statements set forth in UCF's co-application with Osceola County for the EDA Grant.

(B) If Hazardous Substances are discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, then Osceola County, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, Osceola County shall not take any required remedial action in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims without first notifying UCF of Osceola County's intention to do so and affording UCF the opportunity to appear, intervene or otherwise appropriately assert and protect its interests with respect thereto. Notwithstanding the foregoing, Osceola County may take remediation action without providing prior written notice to UCF of the required action if such action is necessary in order to prevent imminent danger to property or persons. Osceola County shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of Hazardous Substances are discovered on the Leased Premises that were in existence on the Effective Date to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and

wastes. Osceola County shall promptly deliver to UCF copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of Osceola County's remediation of any such Hazardous Substances.

(C) In addition to all other rights and remedies of UCF hereunder, if Osceola County does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Hazardous Substances discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, and thereafter commence the required remediation of such Hazardous Substances within thirty days after UCF has reasonably approved Osceola County's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then UCF, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Osceola County shall reimburse UCF within fifteen business days of UCF's demand for reimbursement of all amounts reasonably paid by UCF (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by UCF of the amounts demanded.

(D) All representations, warranties and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.08. HAZARDOUS SUBSTANCES – UCF.

(A) UCF hereby agrees that UCF Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by UCF or any UCF Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If a UCF Contamination shall occur at any time during the Lease Term, then UCF, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, UCF shall not take any required remedial action in response to any UCF Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any UCF Contamination without first notifying Osceola County of UCF's intention to do so and affording Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect Osceola County's interest with respect thereto. Notwithstanding the foregoing, UCF may take remediation action without providing Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County hereunder, if UCF does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any UCF Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with a UCF

Contamination within thirty days after Osceola County has reasonably approved UCF's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF shall promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of UCF's remediation of any UCF's Contamination.

(C) UCF shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of UCF's Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) Each Party hereto shall immediately notify the other Party in writing of: (1) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Leased Premises pursuant to any Environmental Law; (2) any claim made or threatened by any person against the notifying Party or the Leased Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substance on or about the Leased Premises; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Substance in or removed from the Leased Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the notifying Party of actual knowledge of any of the foregoing matters. The notifying Party shall also supply to the notice recipient as promptly as possible, and in any event within five business days after notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or UCF's use thereof.

(E) UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. Osceola County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Osceola County and its officers, employees, servants, and agents thereof while acting within the scope of their employment by Osceola County. UCF and Osceola County agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(F) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.09. HAZARDOUS SUBSTANCES – OCCUPANTS.

(A) UCF hereby agrees that it shall prohibit all Occupant Representatives from using, generating, manufacturing, refining, producing, processing, storing or disposing of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall require each Occupant, at the Occupant's own expense, to procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Occupant or any Occupant Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If an Occupant Contamination shall occur at any time during the Lease Term, then UCF shall require each Occupant, at the Occupant's sole cost and expense, to promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, the Occupant shall not take any required remedial action in response to any Occupant Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Occupant Contamination without first notifying UCF and Osceola County of the Occupant's intention to do so and affording UCF and Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect UCF's and Osceola County's respective interests with respect thereto. Notwithstanding the foregoing, an Occupant may take remediation action without providing UCF and Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County hereunder, if an Occupant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Occupant Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with an Occupant Contamination within thirty days after UCF and Osceola County has reasonably approved the Occupant's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall require the Occupant to reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF the Occupant to promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of the Occupant's remediation of any Occupant Contamination.

(C) UCF shall require the Occupant to have any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of the Occupant Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) UCF shall require each Occupant to assume any and all risks of personal injury and property damage attributable to (1) the negligent acts or omissions of the Occupant and its officers, employees, servants, and agents thereof while acting within the scope of their employment by the Occupant.

(E) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.10. LIENS.

(A) UCF shall not mortgage or otherwise encumber its interest in this Lease Agreement.

(B) UCF will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, any part thereof or upon UCF's leasehold interest, which arises out of the use or occupancy of the Leased Premises by UCF or by reason of any labor or materials furnished or claimed to have been furnished to UCF or by reason of any construction, addition, alteration or repair of any part of the Leased Premises by UCF. If any such lien is filed against the Leased Premises, UCF cause such lien or claim to be released or discharged with respect to the Leased Premises by payment or bonding within thirty days after notice of the filing thereof. If UCF fails to transfer or discharge the claim or lien, Osceola County may discharge or transfer the claim or lien to bond or other security and UCF shall pay Osceola County all amounts so incurred, together with interest at the Prime Rate. Nothing contained in this Lease Agreement shall be construed as constituting the consent or request of Osceola County, expressed or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. Notwithstanding anything to the contrary set forth in this Lease Agreement, in no event shall the interest of Osceola County in all or any part of the Leased Premises be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of UCF, whether or not the same shall be made or done with the consent of Osceola County or by agreement between UCF and Osceola County.

(C) UCF shall not be required, nor shall Osceola County have the right, to pay, discharge, or remove any charges, liens or encumbrances, or to comply with any legal requirements applicable to the Leased Premises, so long as UCF contests the existence, amount or validity of the matter in question by appropriate proceedings. This right of UCF to withhold performances while proceedings are pending shall apply only if UCF's proceedings effectively prevent any sale, forfeiture or loss of the Leased Premises or Osceola County's rights under this Lease Agreement. Nothing contained in this Section shall be deemed to relieve UCF from any obligation to pay the rent or other obligations hereunder not contested by UCF. Osceola County shall not be required to join in any contest by UCF pursuant to this Section unless the law or regulations then in effect require that the proceeding be brought by or in the name of Osceola County. In such event, Osceola County shall join the proceedings or permit them to be brought in its name; however, Osceola County will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings and UCF shall reimburse Osceola County for any of such costs and expenses. On or before the expiration or earlier termination of this Lease Agreement, UCF

shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under UCF to be fully released and discharged.

SECTION 3.11. TAXES, ASSESSMENTS AND OTHER CHARGES.

(A) UCF shall pay, prior to delinquency: (1) all lawfully imposed taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are during the Lease Term, imposed or levied upon or assessed against (a) the Leased Premises, or any portion thereof, including the R&D Center Site and any improvements now or hereafter located on the R&D Center Site (including the R&D Center), (b) any Base Rent or any Additional Rent or other sum payable by UCF hereunder or (c) this Lease Agreement, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Leased Premises; and (2) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account all customary deductions (e.g., depreciation and interest) relating to the Leased Premises) lawfully imposed or levied upon, assessed against or measured by any rent. If UCF fails to pay any of the foregoing before they become delinquent, Osceola County, after notice to UCF, may pay such delinquent taxes, assessments, levies, fees, fines, penalties and governmental charges, and all expenditures and costs incurred thereby shall be payable as Additional Rent hereunder within thirty days after such notice to UCF. UCF shall pay all lawfully imposed taxes and assessments in connection with the Leased Premises, and shall provide Osceola County with copies of all paid bills for taxes and assessments no later than thirty days after the date payment was due. Should UCF fail to pay any taxes, assessments, charges or any other amounts required to be paid by UCF pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided to Osceola County under this Lease Agreement, may pay any such tax, assessment, charge or other amount and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement.

(B) All real estate taxes and assessments which are due and payable within one year after the expiration of the Lease Term shall be prorated as of the date of expiration of the Lease Term, on the basis of the fiscal year with respect to which such taxes or assessment are assessed. UCF shall be responsible for and shall pay the portion of such lawfully imposed taxes relating to the period through and including the expiration of the Lease Term.

(C) Any rebates, refunds, or abatements of taxes, assessments, charges, or other amounts paid under this section shall be refunded to UCF on a pro rata basis within thirty days of receipt thereof by Osceola County. Any such rebate, refund, or abatement realized by Osceola county prior to payment by UCF shall result in an immediate reduction in UCF's pro rata portion of the taxes, assessments, charges, or other amounts then due to Osceola County.

SECTION 3.12. UTILITIES.

(A) At its sole cost and expense, UCF shall obtain and promptly pay, or require the R&D Center Manager to obtain and pay for all utility, communication and other services furnished to or consumed on the Leased Premises, including, but not limited to, electricity, cable, gas, water

and wastewater (including the amounts specifically described in the following subsections (B) through (G)), heat, telephone, janitorial, garbage collection, and all charges related to any of these services, including any tap-in, connection or impact fees. Should UCF or the R&D Center Manager fail to pay the charges for any utility, communication or other services to be paid by UCF or the R&D Center Manager pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided to Osceola County under this Lease Agreement, may pay any such charges and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement to the extent charges accrue prior to the expiration or termination date.

(B) Water and wastewater rates, fees and charges will be directly billed by TWA to UCF or the R&D Center Manager on a non-discriminatory basis with regard to other similarly classified TWA users and customers. In addition, a separate monthly bill will be sent directly by TWA to UCF or the R&D Center Manager for the System Development Charges, computed in the manner described in the following subsection (C), and a separate capital surcharge for reimbursement of the TWA Funding Obligation, computed in the manner described in the following subsection (D). TWA has reserved the right to bill Osceola County for such rates, fees and charges, if the foregoing billing protocol becomes problematic for TWA or the use of termination of service to compel payment is determined not effective or practical by TWA. In such event, rates, fees or charges shall be payable by UCF as Additional Rent.

(C) UCF acknowledges and agrees that development of the R&D Center requires the payment of System Development Charges to TWA.

(1) The total amount of System Development Charges for the R&D Center upon commencement of the Lease Term (other than the Advanced Treatment Facilities) will be payable over a period of ten years with interest from the date of the first monthly utility bill sent concerning the R&D Center at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(2) TWA will also allow for the alternative calculation of System Development Charges for the Advanced Treatment Facilities resulting from the R&D Center generating an increase in average flow over a period of twelve consecutive months not less than five percent over the flow for which System Development Charges have been previously paid under this subsection (2) and shall be calculated and paid as follows:

(a) System Development Charges for water capacity shall be based upon (i) then currently applicable TWA System Development Charge resolutions

for buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to serve the ROWS (which estimated flows shall be determined and charged incrementally as the ROWS achieves capacity or is expanded for additional capacity).

(b) System Development Charges for wastewater capacity will be based upon (i) then currently applicable TWA System Development Charge resolutions for buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to accept the additional wastewater resulting from operation of the R&D Center and delivered from the AWNS to TWA's wastewater collection system (which estimated flows shall be determined and charged incrementally as the AWNS achieves capacity or is expanded for additional capacity).

(c) System Development Charges for expansion or incremental flow increases arising from the operation of the R&D Center will be payable over a period of ten years with interest from the first monthly utility bill sent concerning the R&D Center following such expansion or incremental flow increase at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers.

(3) Monthly incremental payments of the System Development Charges shall be collected on a monthly utility bill from TWA, as described in this subsection (C). UCF will timely pay or require the R&D Center Manager to timely pay the System Development Charge.

(4) At its sole option, UCF may satisfy its obligation for the payment of the outstanding balance of System Development Charges by prepaying the remaining principal balance of such System Development Charges plus interest accrued to the date of such prepayment.

(D) The parties acknowledge and agree that TWA shall also be entitled to recover the amount of the TWA Funding Obligation through a capital reimbursement surcharge computed in the manner described in this subsection (D). The amount of TWA Funding Obligation actually funded by TWA, which shall not exceed \$3,200,000 for construction of the Advanced Treatment Facilities will be payable monthly as a capital reimbursement surcharge over ten years with interest from the first monthly utility bill sent concerning the R&D Center following Completion at the same interest rate per annum then established by TWA for installment payment of System Development Charges for all other TWA customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(E) UCF shall pay or require the R&D Center Manager to pay all monthly incremental payments associated with repayment of the amount of the TWA Funding Obligation, as described in the foregoing subsection (D), until the aggregate remaining principal balance, including interest due, has been reduced to zero.

(F) At its sole option, UCF may satisfy its obligation for the payment of the TWA Funding Obligation by prepaying the remaining principal balance of such TWA Funding Obligation, plus interest accrued to the date of such prepayment.

(G) UCF shall provide written notice of all of the foregoing rates, fees and charges to the R&D Center Manager and any other user of the R&D Center to be billed for such rates, fees and charges. Evidence of compliance with such covenant shall be provided upon request and by periodic certification from UCF to TWA.

(H) Terms for any future expansion of the Advanced Treatment Facilities, if any, shall be negotiated and agreed upon in writing by the Parties in advance. Such negotiation may be initiated by either Party, with initiation at such time as a particular need for future expansion is identified and reasonably anticipated. This subsection shall not be construed to require either Party to fund a future expansion project.

SECTION 3.13. INSURANCE – UCF.

(A) At all times during the term of this Lease Agreement, UCF shall provide insurance for the R&D Center Site and the R&D Center, including the Advanced Treatment Facilities by:

(1) participating in the State Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Pursuant to this Fund, UCF shall provide and maintain during the term of this Agreement general liability coverage of \$200,000 each person and \$300,000 each occurrence; workers' compensation insurance to comply with applicable state workers' compensation, occupational disease laws and any rule promulgated thereunder; and fleet automobile liability coverage of \$200,000 per person and \$300,000 per occurrence for general liability and \$10,000 each person/occurrence for personal injury;

(2) maintaining General Liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$1,000,000 per occurrence and aggregate; and

(3) maintaining umbrella or excess liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$5,000,000 per occurrence and aggregate.

(B) The terms, exclusions to coverage, and other conditions of the insurance and coverages in subsection (A) shall be submitted to and administratively approved by TWA, in writing, prior to any binder or agreement to coverage with the insurer, and thereafter prior to any subsequent changes or modifications. Approval by TWA shall not be unreasonably withheld.

(C) At all such times regarding the Advanced Treatment Facilities and R&D Center, UCF or the R&D Center Manager shall furnish evidence of the insurance coverages described in this Section to TWA. Whenever legally possible, the certificates shall name TWA as an insured. Any certificates shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving the County and TWA thirty (30) days prior written notice of such proposed action, except in the event of non-payment of the premium, for which the County and TWA shall be given ten (10) days prior written notice of such proposed action. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Section, does not constitute a waiver by County of the obligation by UCF or the R&D Center Manager to fulfill the insurance requirements specified herein.

SECTION 3.14. INSURANCE – COUNTY. At all times during the term of this Lease Agreement, Osceola County shall maintain insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to the Leased Premises, excluding contents of the R&D Building for the full replacement value thereof.

SECTION 3.15. INSURANCE – R&D PARTICIPANTS.

(A) To the extent permitted by law, UCF shall require all R&D Participants to:

(1) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Leased Premises, or otherwise arising under this Lease Agreement;

(2) maintain umbrella or excess liability insurance;

(3) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(4) maintain appropriate workers' compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

(5) maintain professional liability insurance and self-insured employment practices liability coverage.

(B) Such liability insurance shall be maintained in the following minimum amounts:

(1) Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

(2) Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

(3) Umbrella or Excess Liability

\$3,000,000 per occurrence and aggregate

(4) Workers Compensation

As required by law

(5) Professional Liability/Errors & Omissions

\$1,000,000 each occurrence/aggregate – to include entity coverage

(6) Crime Coverage

Type: Blanket Crime Bond Limit: \$500,000

(C) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of an R&D Participant on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such R&D Participant.

(D) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A. M. Best Company of A-7 or better shall be deemed satisfactory. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.16. INSURANCE – CONTRACTORS.

(A) To the extent permitted by law, UCF shall require all Contractors to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	Over \$2,000,000	\$500,000 to \$2,000,000	\$100,000 to \$500,000	Under \$100,000
Minimum Insurer Rating	A.M. Best – A	A.M. Best – A-	No Requirement	No Requirement
Workers' Compensation	\$1M/\$1M/\$1M	\$1M/\$1M/\$1M	\$1M per occurrence	\$1M per occurrence
General Liability – Comprehensive	\$1M/\$2M aggregate	\$1M/\$2M aggregate	\$1M/\$1M aggregate	\$1M/\$1M aggregate
General Liability – Auto, Injury and Property Damage	\$1M each	\$1M each	\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident	\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident
General Liability – Excess Liability	\$10M	<\$750k = \$2M, >\$750k = \$10M	No Requirement	No Requirement
General Liability – Completed Operations	\$2M	\$2M	No Requirement	No Requirement
General Liability – Owner & Contractor/CM Protective Liability	\$1M/\$2M	\$1M/\$2M	No Requirement	No Requirement
General Liability – Contractual Liability	\$1M/\$2M aggregate	\$1M/\$2M aggregate	No Requirement	No Requirement
Builder's Risk	To be provided by Contractor	To be provided by Contractor	No Requirement	No Requirement

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Contractor on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Contractor.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.17. INSURANCE – TRADESMEN AND DESIGNERS.

(A) To the extent permitted by law, UCF shall require all Tradesmen and Design Professionals to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	Tradesmen	Design Professionals
Minimum Insurer Rating	No Requirement	No Requirement
Workers' Compensation	\$1M per occurrence	\$1M/\$1M/\$1M
General Liability – Comprehensive	\$1M/\$2M aggregate	\$1M/\$2M aggregate
General Liability – Auto, Injury and Property Damage	\$1M Combined Bodily Injury and Property Damage	\$1M Combined Each Accident
General Liability – Excess Liability	\$1M	\$1M
General Liability – Completed Operations	\$1M	\$2M aggregate
Medical Expense	\$5,000	\$5,000
Damage to Rental Premises	\$50,000	No Requirement
Personal and Advertising Injury	\$1M	\$1M
Fire Damage		\$50,000 per fire
Professional Liability	No Requirement	\$1M Claim/Aggregate

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Tradesmen and Design Professional on the Leased Premises (1) will not expose either UCF or Osceola County to risks

insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Tradesmen and Design Professional.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.18. DAMAGE OR DESTRUCTION.

(A) If less than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.14 hereof, then UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.14 hereof shall be available to UCF for this purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

(B) If more than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.14 hereof or such damage or destruction occurs during the final two years of the Lease Term:

(1) UCF may elect to terminate this Lease Agreement by providing written notice to Osceola County not less than 120 days following such damage or destruction.

(2) If UCF does not elect to terminate this Lease Agreement, UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.14 hereof shall be available to UCF for such purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

SECTION 3.19. QUIET ENJOYMENT. So long as UCF pays the Base Rent, Additional Rent and other sums payable under this Lease Agreement as and when due and performs UCF's covenants and complies with all of the terms and provisions of this Lease Agreement, UCF shall peacefully and quietly hold the Leased Premises throughout the Lease Term free from hindrance or molestation by County and others claiming by or under Osceola County, but subject, however, to the terms of this Lease Agreement. The provisions of this Section are in lieu of any implied covenants of title and quiet enjoyment.

SECTION 3.20. ENTRY AND INSPECTION. Osceola County shall have the right, upon 24 hours' prior notice (except in case of an emergency in which event no notice shall

be required), to enter the Leased Premises for the purpose of (A) examinations or inspections of the same, (B) making such repairs or alterations therein as permitted by County pursuant to the terms of this Lease Agreement or as County may reasonably deem necessary to preserve the value of the Leased Premises and (C) during the last year of the Lease Term only, showing the Leased Premises to prospective tenants or purchasers; and such entry not be deemed to be an actual or constructive eviction.

SECTION 3.21. SURRENDER. The following provisions shall apply if this Lease Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

(A) UCF shall yield the Leased Premises to Osceola County in good order and repair, and licenses granted herein to UCF shall automatically terminate and UCF shall execute a document, to be recorded in the public records, acknowledging the termination of this Lease Agreement. Except as otherwise provided in this Lease Agreement, the R&D Center and any leasehold improvements shall become the sole property of Osceola County without any compensation to UCF and free and clear of any right, title, interest, claim or demand of UCF or of anyone claiming through or under UCF. UCF agrees to execute such documents and instruments of conveyance as may be required by Osceola County to confirm such ownership in Osceola County.

(B) UCF shall assign to Osceola County all of UCF's interest in all subleases and any prepaid rent or deposits thereunder, along with UCF's interest in the total amount of any reserve accounts for capital repairs, replacements, operating expenses or other like items paid to UCF by occupants of the R&D Center, to the extent permitted by law and the terms of any agreements between UCF and the sublessees.

(C) Notwithstanding the foregoing but subject to the removal provisions below, Tools installed pursuant to Section 3.06 hereof shall remain the sole property of UCF (or the Occupant or other third party providing such Tools) if removed prior to the termination of this Lease Agreement, without any compensation to Osceola County and free and clear of any right, title, interest, claim, or demand of Osceola County or of anyone claiming through or under Osceola County. Osceola County agrees to execute such documents and instruments of conveyance as may be required by UCF to confirm such ownership in UCF (or the Occupant or other third party providing such Tools). UCF may remove such Tools, any of UCF's trade fixtures, furniture, furnishings, and other personal property from the Leased Premises and UCF shall repair any damage which may result to the Leased Premises from such removal; provided, however, UCF shall not remove any Tools, trade fixtures or equipment without Osceola County's prior written consent if the removal of the Tools, fixtures or equipment will impair the structure of the R&D Building. In the event UCF fails to remove those items, the items shall be deemed abandoned and shall be the property of Osceola County.

SECTION 3.22. HOLDING OVER. A holding over beyond the expiration of the Lease Term, whether with Osceola County's written consent or without Osceola County's consent, shall operate as an extension of this Lease Agreement on a month to month basis on the same terms and conditions in effect immediately prior to the expiration, except that Base Rent shall be one hundred ten percent of the Base Rent. If UCF holds over with the written consent of Osceola County, then the extended term may be terminated either by Osceola County or UCF by giving

thirty days' written notice to the other. Nothing contained in this Section however, shall be construed as a consent by Osceola County to any hold over by UCF, and Osceola County expressly reserves the right to require UCF to surrender possession of the Leased Premises to Osceola County upon expiration or other termination of this Lease Agreement, and the provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Osceola County provided herein or at law if UCF holdovers without Osceola County's written consent.

SECTION 3.23. SURVIVAL OF OBLIGATIONS. All obligations of UCF hereunder arising during the term but not fully performed as of the expiration or earlier termination of this Lease Agreement shall survive the expiration or earlier termination of this Lease Agreement, including without limitation, all obligations concerning the payment of Base Rent, Additional Rent and other expenses and charges required to be paid hereunder by UCF for the period prior to the expiration or earlier termination of this Lease Agreement.

SECTION 3.24. EMINENT DOMAIN. In addition to, and without limiting the obligations of Osceola County as set forth in Section 3.07(A), if there shall be taken during the Lease Term by any condemning authority of more than ten percent of the Leased Premises, upon written notice within thirty days after such taking, UCF shall have the option to terminate this Lease Agreement. All sums awarded or agreed upon between UCF and the condemning authority for the taking of a UCF's removable trade fixtures and/or Tools acquired by UCF shall be the property of UCF. UCF shall have the right to pursue any separate award from the condemning authority for relocation expenses, loss of business, or other non-real estate related awards.

**ARTICLE IV
USE AND OCCUPANCY**

SECTION 4.01. TAX COVENANT. UCF acknowledges that Osceola County has issued the Sales Tax Bonds in compliance with the conditions necessary for interest on the Sales Tax Bonds to be excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code. It is the intent of Osceola County and UCF that the interest on the Sales Tax Bonds and any refunding obligations issued under the requirements of Section 103(a) of the Code be and remain excludable from gross income for federal income tax purposes. To that end, UCF covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Sales Tax Bonds, which was excludable from the gross income of the bondholders for federal income taxes on the date of their issuance, shall continue to be so excludable.

SECTION 4.02. MANAGEMENT SERVICES AGREEMENT. Unless UCF elects to operate the R&D Center directly, it shall have a management service agreement with an entity qualified to manage the R&D Center, including the Advanced Treatment Facilities. During the useful life of the R&D Center project funded by the EDA Grant, which is stipulated to be twenty years, any subsequent management services agreement must be reviewed and approved by EDA.

SECTION 4.03. RESEARCH AND DEVELOPMENT. The R&D Center will be used by UCF or the R&D Center Manager:

(A) to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing;

(B) to promote collaboration among experts in industry and academia to share sensor-related expertise (and other advanced manufacturing opportunities) and to perform research and development on innovative sensor manufacturing systems that lead to advanced and alternative strategies, with improved efficiencies of scale;

(C) to accelerate the growth of an advanced sensor device industry cluster and advanced manufacturing sectors, creating jobs and economic improvement for Osceola County through the development and commercialization of new sensor technologies and other advanced manufacturing technologies, recognizing that companies within industry clusters derive strength from one another, encourage further growth and innovation, and result in expanded economic development for Osceola County; and

(D) to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs and benefiting the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County.

SECTION 4.04. COMPLIANCE WITH LEGAL REQUIREMENTS. During the Lease Term, UCF shall comply with and cause the Leased Premises to be in compliance with (A) all laws, ordinances and regulations, and other governmental rules, orders and determinations,

whether or not presently contemplated applicable to the Leased Premises or the uses conducted on the Leased Premises, including without limitation, the Americans With Disabilities Act, the Florida Americans With Disabilities Accessibility Implementation Act, and all local state and federal non-discrimination and environmental laws; and (B) the provisions of any insurance policies required to be maintained by UCF with respect to the Leased Premises; provided however, that Osceola County shall be responsible for any violations occurring prior to Substantial Completion of the R&D Center. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Lease Term because of any of these requirements, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole liability of UCF; provided however, that the foregoing sentence shall not apply to any generally applicable regulations imposed by Osceola County that were not in effect prior to the date the R&D Center reached Substantial Completion.

SECTION 4.05. REQUIRED OCCUPANCY.

(A) If for any reason, UCF is unable to fully use the R&D Center for the purposes described in Section 4.03, it shall locate or relocate comparable research and development activities under the auspices of UCF's Office of Research and Commercialization or another comparable research, science or technical division of UCF, to the R&D Center. The completed cleanroom research/fabrication space, as described in the Design Documents incorporated by reference into the Restated Development Agreement, shall be fully and actively utilized for such activities at all times. The Parties will use every reasonable effort to cooperate with each other and community collaborators such as Florida High Tech Corridor Council, Inc. to actively pursue university, industry and government partners to build out the R&D Center and secure economic development project for Osceola County and the region.

(B) Osceola County and UCF acknowledge that utilization of the R&D Center for the purposes described in Section 4.03 and/or the foregoing subsection (A) has served as a material inducement for Osceola County to enter into the Restated Development Agreement and this Lease Agreement. Osceola County and UCF further acknowledge that remedies at law, including but not limited to monetary damages, may be inadequate for breach by either Party hereunder and either Party may incur losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery of actual damages. Accordingly, if either Party shall breach any term of this Lease Agreement, each Party agrees that the other Party shall be entitled to seek such equitable relief as may be available to it under Florida law, including but not limited to an action for mandamus or specific performance in addition to the remedies provided in Section 6.01 hereof.

ARTICLE V
ADVANCED TREATMENT FACILITIES

SECTION 5.01. OPERATION.

(A) During the Lease Term, UCF shall operate and maintain the Advanced Treatment Facilities to serve the R&D Center in accordance with the terms of this Lease.

(B) The ROWS and ROWS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The ROWS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, membrane preservation, preventative maintenance and performance monitoring, to produce water meeting the volume and quality requirements of the R&D Center.

(C) The AWNS and AWNS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The AWNS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, calibration, preventative maintenance and performance monitoring to treat wastewater from the R&D Center to the published standards required by TWA for effluent entering its wastewater system. UCF shall provide, or cause the R&D Center Manager to provide access to the Leased Premises to TWA for monitoring, and to monitoring equipment, to address capacity, capability, quantity and quality to allow monitoring for, among other things, demand and contaminants entering TWA's wastewater collection system.

(D) UCF shall maintain and share, or cause the R&D Center Manager to maintain and share with TWA upon request, a record of maintenance and operations in a digital format, with an audit trail as to date, time, and person recording entries, to the extent applicable to the Advanced Treatment Facilities.

(E) UCF shall pay, or cause the R&D Center Manager to pay all operating and maintenance expenses of the Advanced Treatment Facilities related to or arising from the operation of the R&D Center, including, but not limited to salaries, benefits and employee taxes for staff, supplies, treatment chemicals, filters, utilities, insurance (but only to the extent required by the terms of this Lease Agreement), lab and testing fees, minor repairs and regular maintenance. In addition, UCF shall pay all applicable TWA rates, fees and charges for water entering the Advanced Treatment Facilities or the R&D Center and all applicable TWA rates, fees and charges for wastewater entering TWA's wastewater collection system from the R&D Center.

(F) TWA shall have the right, but not the duty, to inspect the Advanced Treatment Building, ROWS and AWNS, and associated facilities. Any inspection conducted by TWA shall be coordinated with the UCF or the R&D Center Manager and shall not unreasonably interfere with operation of the R&D Center or the Advanced Treatment Equipment.

SECTION 5.02. RENEWAL, REPLACEMENT AND EXPANSION.

(A) The parties recognize that:

(1) the AWNS and ROWS will likely be initially designed and sized to serve the R&D Center at the commencement of the Lease Term;

(2) various components of the AWNS and ROWS will have different useful lives, necessitating renewal and replacement at different times;

(3) build-out of the R&D Center will likely require expansion of the AWNS and ROWS; and

(4) service to customers other than the R&D Center will likely require expansion of the Advanced Treatment Building, expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, and easements for the additional AWNS main and ROWS main; and

(5) TWA may, in its absolute discretion, provide funding for expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, but has no obligation to provide any such funding.

(B) UCF shall be responsible, or cause the R&D Center Manager to be responsible for renewal and replacement of the AWNS and ROWS components required to meet the operating standards set forth in Section 5.01. Replacement components shall be comparable to the components replaced and shall meet applicable manufacturer's specifications for the AWNS and ROWS, respectively.

(1) Beginning on December 1 following execution of this Lease, and by December 1 of each year thereafter during the term of this Lease, UCF shall provide, or cause the R&D Center Manager to provide to TWA for consideration and comment a projected five-year capital improvement plan for annual renewal and replacement expenditures for the AWNS and ROWS components for consideration and inclusion in the capital budget of UCF or the R&D Center Manager. Such plan will be continually updated each successive year in a manner which uses sound engineering judgement and incorporates appropriate asset management criteria as mutually determined by UCF or the R&D Center Manager, and TWA. Such plan will address planned expenditures for the upcoming fiscal year commencing on October 1 and the four succeeding fiscal years and at a minimum must include the following elements: (a) detailed list of capital items to be replaced or rehabilitated in each year of the five-year plan; (b) quantities of each item; (c) cost per item; and (d) schedule for replacement or rehabilitation.

(2) The obligation to fund any renewal or replacement project shall be that of the UCF or the R&D Center Manager, not Osceola County or TWA.

(C) UCF or the R&D Center Manager may negotiate terms, conditions and financial obligations with Osceola County and/or TWA for design, acquisition and installation of expansions to the AWNS and ROWS required to serve the R&D Center to full build-out in

accordance with Section 3.12(H). Any such expansions shall comply with all government requirements.

(1) TWA shall have no obligation to fund expansions to the AWNS and ROWS unless otherwise agreed in writing, but may elect to do so in accordance with this subsection (C), or otherwise, after considering:

(a) advantages to TWA ratepayers resulting from local economic expansion emanating or derived from the R&D Center and Advanced Treatment Facilities;

(b) concomitant monetary contributions by UCF or the R&D Center Manager; and

(c) concomitant monetary contributions from Osceola County, UCF, other local, state or national governmental, public or private interests, beneficiaries or users.

(2) Osceola County may elect to fund expansions to the AWNS and ROWS in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(3) If both TWA and Osceola County decline to fund any expansions to the AWNS and ROWS, the AWNS and ROWS shall not be expanded unless UCF elects to provide the necessary funds or secures funds from another source. UCF may elect to fund expansions in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(D) The parties acknowledge and agree that the Advanced Treatment Facilities may be expanded to serve customers other than the R&D Center. If TWA elects to initiate advanced water and/or wastewater service to other customers, Osceola County, UCF, the R&D Center Manager and TWA shall meet, discuss and make good faith efforts to agree upon:

(1) expansion of the Advanced Treatment Building, or design and construction of an additional advanced treatment building;

(2) design, acquisition and installation of additional Advanced Treatment Equipment;

(3) location of an additional easement for an AWNS Main and/or ROWS Main;

(4) operating responsibilities for the additional Advanced Treatment Equipment;

(5) billing and customer service responsibilities for the new customer or customers;

(6) allocation of capital and operating costs between the R&D Center and the new customer or customers;

(7) allocation of responsibilities and expenses associated with insurance and liability between the R&D Center and the new customer or customers;

(8) responsibility for renewal and replacement projects associated with the new customer or customers;

(9) responsibility for expansions to the AWNS and ROWS associated with the new customer or customers; and

(10) any other issues relevant to the provision of advanced water and/or wastewater service to other customers.

Until and unless the Parties enter into a written agreement setting forth the terms related to any such expansion, UCF shall have any obligation, financial or operational, regarding such expansion; however, to the extent any portion of the capital reimbursement surcharge paid by UCF to TWA hereunder can be legally recovered from any new customer or customers, such portion of the capital reimbursement surcharge shall be applied to any remaining outstanding balance owed by UCF.

**ARTICLE VI
GENERAL PROVISIONS**

SECTION 6.01. DEFAULT AND REMEDIES.

(A) Any one or more of the following events shall constitute a UCF Default under this Lease Agreement by UCF: (1) UCF fails to pay when due Base Rent, Additional Rent or any other amount to be paid under this Lease Agreement by UCF, and the failure continues for thirty days after written notice from Osceola County; (2) UCF fails to perform or observe any other covenant or condition to be performed or complied with by UCF under this Lease Agreement, specifically including but not limited to Sections 3.11, 3.12, and Article IV hereof; (3) UCF files or there is filed against UCF a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (4) an order is entered adjudicating UCF bankrupt or approving an involuntary petition seeking a reorganization of UCF under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of UCF, and the order is not vacated or stayed within one hundred eighty days of entry; or (5) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against UCF, or is taken upon or subjected to any attachments by any creditor of UCF or claimant against UCF, and the attachment is not discharged within thirty days after its levy.

(B) Upon the occurrence of a UCF Default, Osceola County shall have the following rights and remedies (in addition to all other rights and remedies provided Osceola County at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate Osceola County for all damages proximately caused by UCF's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to UCF's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel UCF to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement. Upon termination of this Lease Agreement, Osceola County may re-enter and take complete and peaceful possession of the Leased Premises, in which event UCF shall peacefully and quietly yield up and surrender the Leased Premises to Osceola County. Osceola County and UCF further agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(C) No waiver or assent, express or implied, to any breach of UCF's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by Osceola County's failure to enforce the terms of this Lease Agreement strictly, including, without limitation, Osceola County's failure to collect any Base

Rent or Additional Rent, unless such waiver shall be in writing and shall state the specific act or failure which Osceola County has agreed not to treat as a UCF Default.

(D) If a UCF Default occurs as a result of UCF's failure to pay any lawfully imposed taxes, assessments or other charges, or maintain required insurance coverages, Osceola County, without waiving or releasing any obligation or UCF Default, may (but shall be under no obligation to) make the payment for the account and at the expense of UCF. All sums so paid by Osceola County, together with interest thereon at the Prime Rate, shall constitute Additional Rent and shall be paid by UCF to Osceola County on demand.

(E) Any one or more of the following events shall constitute an Osceola County Default under this Lease Agreement by Osceola County: (1) Osceola County fails to perform or observe any other covenant or condition to be performed or complied with by Osceola County; (2) Osceola County files or there is filed against Osceola County a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; (3) an order is entered adjudicating Osceola County bankrupt or approving an involuntary petition seeking a reorganization of Osceola County under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Osceola County, and the order is not vacated or stayed within one hundred eighty days of entry; or (4) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against Osceola County, or is taken upon or subjected to any attachments by any creditor of Osceola County or claimant against Osceola County, and the attachment is not discharged within thirty days after its levy.

(F) Upon the occurrence of an Osceola County Default, UCF shall have the following rights and remedies (in addition to all other rights and remedies provided UCF at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate UCF for all damages proximately caused by Osceola County's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to Osceola County's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel Osceola County to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement.

(G) No waiver or assent, express or implied, to any breach of Osceola County's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by UCF's failure to enforce the terms of this Lease Agreement strictly, unless such waiver shall be in writing and shall state the specific act or failure which UCF has agreed not to treat as an Osceola County Default.

SECTION 6.02. NOTICE AND CURE. No breach of this Lease Agreement shall become a UCF Default or an Osceola County Default unless the non-defaulting Party has notified the defaulting Party in writing of the breach and demanded compliance with this Lease Agreement.

The Party who has breached this Lease Agreement shall remedy its breach within fifteen business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the fifteen business day period, in which additional time shall be afforded, provided cure is begun within the fifteen business day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed thirty days from the receipt by the defaulting Party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting Party may declare a breaching Party in default and may exercise its remedies as provided in this Lease Agreement.

SECTION 6.03. REMEDIES CUMULATIVE. All rights and remedies provided in this Lease Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

SECTION 6.04. RESOLUTION OF DISPUTES. It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation; therefore, the Parties agree that whenever any Party cannot resolve an issue with the other Party, the affected Parties will engage in the alternative dispute resolution process described below prior to resorting to litigation.

(A) Either Party may initiate the dispute resolution process by providing written notice to the other Party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(B) If discussions between the Parties fail to resolve the dispute within sixty calendar days of the notice described in the foregoing subsection (A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, Osceola County will request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of the Osceola County Commission.

(C) If the Parties are unable to reach a mediated settlement within 120 calendar days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Party. In such event, any Party may initiate litigation within 120 calendar days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Osceola County and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents or agencies to be sued, or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 6.05. PUBLIC RECORDS. The Parties shall comply with Section 119.07, Florida Statutes commonly known as the Public Records Act, including but not limited to the following:

(A) keep and maintain public records that ordinarily and necessarily would be required by the Parties in order to perform the service;

(B) provide the public with access to public records on the same terms and conditions that the Parties would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(C) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(D) meet all requirements for retaining public records and transfer, at no cost, to the counterparty all public records in possession of each Party upon termination of this Lease Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

SECTION 6.06. ASSIGNMENT. Neither Party shall be permitted to assign, nor transfer any of its rights and obligations under this Lease Agreement without the prior written consent of the other Party, which shall not be withheld unreasonably. During the useful life of the R&D Center project funded by the EDA Grant, which is stipulated to be twenty years, no such assignment shall be made without the prior written consent of EDA. The foregoing shall not be construed to prohibit occupancy, sublease or other R&D Center use agreements entered into by UCF in the ordinary course of operating the R&D Center for the purpose described in Sections 4.03 and 4.05 hereof.

SECTION 6.07. PROFESSIONAL FEES. Each Party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each Party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 6.08. TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Lease Agreement.

SECTION 6.09. EXTENSION OF TIME PERIODS. In the event that the last day of any period of time on any date specified in this Lease Agreement shall fall on a weekend or legal holiday, or any day when UCF's or County's banks or other governmental offices in Osceola County are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices and banks are open.

SECTION 6.10. NO JOINT VENTURE. Nothing in this Lease Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship between Osceola County and UCF.

SECTION 6.11. NON-WAIVER. The failure of any Party to insist upon another Party's compliance with its obligations under this Lease Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

SECTION 6.12. COUNTERPARTS. This Lease Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Lease Agreement, so that in making proof of this Lease Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 6.13. ENTIRE AGREEMENT. This Lease Agreement, including the Appendices, which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 6.14. BINDING EFFECT. This Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto; provided however, that the Lease Agreement shall not inure to the benefit of any assignee of UCF pursuant to an assignment which is not in compliance with the terms of the Lease Agreement.

SECTION 6.15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Lease Agreement shall be binding unless executed in writing by both Parties hereto. No waiver of any of the provisions of this Lease Agreement shall be deemed or shall constitute a waiver of any other provision of this Lease Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 6.16. NOTICES TO PARTIES.

(A) Whenever this Lease Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it (1) by hand delivery to the person(s) hereinafter designated, or (2) by overnight hand delivery addressed as follows, or (3) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (4) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To Osceola County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, FL 34741
Phone: (407) 742-2385
Fax: (407) 742-3291

With a copy to: Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, FL 34741
Phone: (407) 343-2330
Fax: (407) 742-2217

To UCF: Vice President for Research & Commercialization
University of Central Florida
4365 Andromeda Loop North
Millican Hall Room 260
Orlando, FL 32816
Phone: (407) 823-5538
Fax: (407) 882-1156

With a copy to: Vice President and General Counsel
University of Central Florida
4365 Andromeda Loop North
Millican Hall Room 360
Orlando, FL 32816
Phone: (407) 823-2482
Fax: (407) 823-6155

Any of the foregoing Parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

(B) A copy of each such notice shall be provided in the same manner to the R&D Center Manager at the address set forth below:

ICAMR, Inc.
Attention: Chief Operating Officer
200 NeoCity Way
Kissimmee, FL 34741
Phone: (407) 742-4254
Fax: (407) 742-3291

The R&D Center Manager may, by notice in writing given to the Parties, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 6.17. SEVERABILITY. In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

SECTION 6.18. GOVERNING LAW AND VENUE. This Lease Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Lease Agreement. In the event of litigation among the Parties hereto, their successors or assigns, with regard to this Lease Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

SECTION 6.19. LITIGATION. Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any Party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any Party hereto may file a copy of this agreement with any court as conclusive evidence of the consent of the Parties hereto to the waiver of any right they may have to trial by jury.

SECTION 6.20. MEMORANDUM OF LEASE. Upon execution of this Lease Agreement, the Parties shall execute and Osceola County shall record a Memorandum of Lease in substantially the form attached hereto as Appendix B. Within thirty days of the expiration or earlier termination of this Lease Agreement, the Parties shall execute and record a termination of any such Memorandum of Lease. If either Party fails to execute such a termination, the other Party shall have the right to record a unilateral notice of such expiration or termination, which unilateral notice is hereby authorized by the Parties, and shall be effective to terminate any Memorandum of Lease.

SECTION 6.21. SUBORDINATION AGREEMENT. UCF acknowledges that the EDA Grant requires Osceola County to execute and record a Covenant of Use, Purpose and Ownership in substantially the form attached hereto as Appendix C and requires the Parties to subordinate this Lease Agreement to the Covenant of Use, Purpose and Ownership. Upon execution of this Lease Agreement, the Parties shall execute and Osceola County shall record a Subordination Agreement in substantially the form attached hereto as Appendix D. Upon expiration of the useful life of the project funded by the EDA grant, stipulated to be twenty years, the Parties shall execute and record a termination of the Covenant of Use, Purpose, and Ownership.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Lease Agreement to be executed and delivered this 15th day of FEBRUARY, 2018.

OSCEOLA COUNTY, FLORIDA



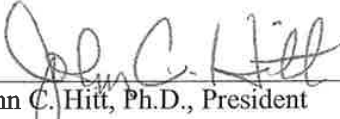
By: 
Chair/Vice Chair
Board of County Commissioners


Clerk/Deputy Clerk

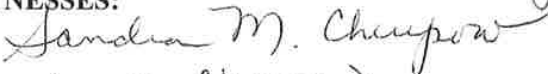
As authorized for execution at the Board of
County Commissioners meeting of:
July 17, 2017

IN WITNESS WHEREOF, UCF has caused this Lease Agreement to be executed and delivered this 5 day of Feb., 2018.

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

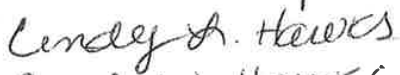
By: 
John C. Hitt, Ph.D., President

WITNESSES:



Sandra M. Cherepau

Print:



Print:

Cindy L. Hawks

**APPENDIX B
FORM OF MEMORANDUM OF LEASE**

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Andrew W. Mai
Osceola County Attorney
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

(Space reserved for Clerk of Court)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of _____, 2018 and is entered into by and between Osceola County, a charter county and political subdivision of the State of Florida, with an address of 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741 ("Osceola County"), and the University of Central Florida Board of Trustees, with an address of 4365 Andromeda Loop North, Millican Hall Room 360, Orlando, FL 32816 ("UCF").

WITNESSETH:

WHEREAS, Osceola County is the owner of certain property to be developed for research and development purposes; and

WHEREAS, on _____, 2018, Osceola County and UCF executed an unrecorded Lease Agreement pertaining to a portion of such property (the "Leased Premises") that are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

NOW THEREFORE, Osceola County and UCF hereby agree as follows:

1. Leased Premises. Osceola County hereby leases to UCF, and UCF hereby leases from Osceola County, the Leased Premises upon all of the terms, covenants and conditions set forth in the Lease Agreement.
2. Term. The unrecorded Lease Agreement commenced on September 25, 2018, and extends for a period of forty years.
3. Incorporation by Reference. The purpose of this Memorandum is solely to provide notice of the existence of the Lease Agreement. The Lease Agreement is incorporated herein by this reference, and words and phrases used in this Memorandum, which are not defined herein, shall have the meanings given to them in the Lease Agreement. In the event, and to the extent, that any of the terms or provisions of this Memorandum are inconsistent with the terms or provisions of the Lease Agreement, the terms and provisions of the Lease Agreement shall govern and prevail.

IN WITNESS WHEREOF, Osceola County and UCF hereto have executed this Memorandum.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By: _____
John C. Hitt, Ph.D., President

WITNESSES:

Print:

Print:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 2018,
by John C. Hitt, Ph.D., as President of the University of Central Florida. The President [] is
personally known to me, or [] has produced a driver's license as identification.

(Notary Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

APPENDIX C
FORM OF COVENANT OF USE, PURPOSE AND OWNERSHIP

This Instrument Prepared By:
David E. Todd
Atlanta Regional Counsel
U.S. Department of Commerce
Economic Development Administration
401 W. Peachtree Street, NW
Suite 1820
Atlanta, Georgia 30308-3510

COVENANT OF USE, PURPOSE AND OWNERSHIP

This Covenant, dated this ____ day of _____, 2015 is made by ___ with an address of 910 Highway 19 North, Meridian, MS 39307 ("Recipient") for the benefit of the United States Department of Commerce, Economic Development Administration located at 1401 Constitution Avenue, N.W. Washington, D.C. 20230 ("EDA") with a Regional Office at 401 W. Peachtree Street, N.W., Suite 1820, Atlanta, Georgia 30208-3510.

Recipient makes this Covenant based on the following:

Recipient submitted an application and subsequently was awarded a Financial Assistance Award ("Award") designated as EDA Award No. 04-_____ for financial assistance under the Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. § 3121, as amended, *et seq.*) ("PWEDA").

By said Financial Assistance Award, dated ____, EDA offered the Award of \$ ___ (____) ("Award Amount") to assist in the financing the _____ ("Project") with the total Project estimated to cost \$ ____ .

The Project is situated on the real property described in Exhibit "A" attached hereto and incorporated herein by this reference. All references in this Covenant to the Project include this real property.

On _____, Recipient accepted the Award subject to certain terms and conditions, including the requirements of 13 C.F.R. Part 314, as amended.

The Award provides, *inter alia*, that Recipient, without EDA's prior written consent, will not sell, lease, mortgage or otherwise alienate any right to, or interest in, the Project as prescribed in 13 C.F.R. Part 314 and 2 C.F.R. Part 200. The Award and said regulations also prohibits Recipient, without EDA's prior written consent, from using the Project for purposes other than those specified in the Award and in Recipient's application for the Award ("Authorized Uses".)

If Recipient does desire to sell, leases, mortgage or otherwise alienate any right to or interest in the Project, the Recipient may be required to compensate EDA for the Federal Share ("Federal Share") as set forth in 13 C.F.R Part 314.

In order to assure that the benefits of EDA's Award will accrue to the public and be used as intended by both EDA and Recipient, Recipient covenants and agrees to the following:

- 1.) The expected useful life of the Project is twenty (20) years.
- 2.) During the Project's expected useful life, the Project shall be used only for the purposes specified in the Award and in the application for said Award. The Project, including any interest therein, shall not be sold, leased, conveyed, encumbered, abandoned or otherwise transferred without the prior written consent of the United States Department of Commerce's Assistant Secretary of Commerce for Economic Development.
- 3.) If Recipient uses the Project for a non-Authorized use or sells, leases, conveys, encumbers, abandons or otherwise transfers any interest in the Project without the prior written consent of said Assistant Secretary, Recipient shall compensate EDA for the Federal Share. The Federal Share to be compensated to EDA shall be computed as set for the in 13 C.F.R. Part 314, as the same may be amended from time to time.
- 4.) Recipient agrees to keep all taxes on the Project paid in full prior to the taxes becoming a lien on the Property.
- 5.) Recipient shall keep the improvements on the real property described in Exhibit "A" insured for the full replacement value.
- 6.) This Covenant shall run with the land for a period of twenty (20) years from the date of this Covenant.
- 7.) Recipient agrees that this Covenant is a reasonable restraint on alienation of the use, control, possession of or title to the Project and the underlying real property.

Recipient has caused this Covenant to be executed as of the above date by Recipient's duly authorized representative.

RECEIPT

Attest:

BY: _____ BY: _____

[Name] _____ [Name] _____

It: _____ Its: _____

Approved:
Attorney for Recipient

STATE OF _____
COUNTY OF _____

I hereby certify that on this day before me _____, a Notary Public authorized in the State and County aforesaid to take acknowledgments, appeared _____, who is personally known to me or who has produced _____ as identification, as _____ of the _____, and acknowledged before me that s/he executed the same as such officer in name of and on behalf of said _____.

Witness my hand and seal in the County and State last aforesaid this _____ day of _____, 201__.

Notary Public

My commission expires

**APPENDIX D
FORM OF SUBORDINATION AGREEMENT**

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Andrew W. Mai
Osceola County Attorney
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

(Space reserved for Clerk of Court)

**SUBORDINATION AGREEMENT
FOR THE BENEFIT OF
THE UNITED STATES DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT ADMINISTRATION**

THIS SUBORDINATION AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of _____, 2018 by Osceola County, a charter county and political subdivision of the State of Florida (hereinafter "Osceola County"), with an address of 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741 and the University of Central Florida Board of Trustees (hereinafter referred to as "UCF") with an address of 4365 Andromeda Loop North, Millican Hall Room 360, Orlando, FL 32816 in favor and for the benefit of the United States Department of Commerce, Economic Development Administration (hereinafter "EDA") with an address of 1401 Constitution, N.W., Attn: Chief Counsel, Washington, DC 20230 with an office at 401 West Peachtree Street NW, Suite 1801, Atlanta, GA 30308-3510.

WITNESSETH:

WHEREAS, Osceola County and UCF have applied for and obtained a Financial Assistance Award (hereinafter the "Award") from EDA, designated as Osceola County, FL Award 04-01-07149; and

WHEREAS, as a condition and requirement of the Award, EDA requires Osceola County to execute and record a Covenant of Use, Purpose and Ownership (hereinafter the "Covenant") in favor of EDA to evidence and secure EDA's federal interest in the Award, which Covenant is dated _____ and recorded _____ 20__ in Book ___ at Page ___ in the Public Records of Osceola County, Florida; and

WHEREAS, Osceola County, as lessor, and UCF, as lessee, have entered into that certain Lease Agreement dated _____, (hereinafter the "Lease") governing UCF's use and occupancy of the real property described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, a Memorandum of the Lease executed by Osceola County, as lessor, and UCF, as lessee, is recorded in Book _____, at Page _____ of the Public Records of Osceola County, Florida (hereinafter the "Memorandum of Lease"); and

WHEREAS, the parties desire to subordinate and make junior and inferior the Lease to the Covenant; and

WHEREAS, Osceola County and UCF have requested that EDA review and approve the Lease as required and provided in the Award and in the Covenant and EDA has provided its written approval (as limited and qualified in the written approval) of the Lease simultaneously with the execution and as a condition of this execution of this Agreement by Osceola County and UCF;

NOW THEREFORE, in consideration of Ten dollars (\$10.00) paid in hand and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto and for and in further consideration of the respective covenants made in this Agreement, Osceola County and UCF agree as follows:

1. All of the foregoing recitals are true and correct to the best of the knowledge of Osceola County and UCF.

2. The Lease and all renewals, modifications or extension thereof and all of the rights of Osceola County and UCF thereunder are now and at all times hereafter shall be subject, junior and subordinate to the Covenant.

3. UCF's right to acquire title to the property demised and leased by Osceola County to UCF, as set forth in Section 3.03 of the Lease, is hereby made subject, junior and subordinate to the rights EDA under the Covenant.

4. Osceola County and UCF agree to give timely written notice of any default, breach or non-performance of the other party under the terms and provisions of the Lease or any alleged default, breach or non-performance under the terms and provisions of the Lease to EDA. The written notice to EDA shall include and describe what corrective or remedial action(s) the parties are or will undertake to remedy such default, breach or non-performance under the terms and provisions of the Lease or that the parties will not undertake any such corrective or remedial action(s).

5. Any notice which is required, permitted or otherwise given hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid to the address set out above for the parties or at such other address as is specified by written notice delivered in accordance herewith. Any and all notices given by personal delivery shall be deemed received when delivered and any and all notices given by mail shall be deemed received on the fifth calendar day following the postmark on such notice.

6. All terms, covenants, conditions and restriction of the Covenant shall remain in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors in interest and assigns. Time is of the essence hereof. This Agreement shall be governed by and construed in accordance with Federal law, or if Federal law is not controlling, the laws of the State of Florida, as applicable. Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without

invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed and original and all of which shall be construed together and shall constitute one instrument. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, Osceola County and UCF having been duly authorized to do so have executed this Agreement as of the day and year above written.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By: _____
John C. Hitt, Ph.D., President

WITNESSES:

Print:

Print:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 2018, by John C. Hitt, Ph.D., as President of the University of Central Florida. The President [] is personally known to me, or [] has produced a driver's license as identification.

(Notary Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

Attachment C

AMENDMENT #2
To
Management Services Agreement
Between
University of Central Florida Board of Trustees
And
ICAMR, Inc.

ICAMR, Inc. (“ICAMR”) and the University of Central Florida Board of Trustees (“UCF”) hereby agree to the following modification to their Management Services Agreement (MSA), pursuant to the terms of Article 10.11.

WHEREAS, ICAMR has requested to receive ownership of certain Tools owned by Osceola County, and

WHEREAS, ICAMR intends to encumber such Tools upon receipt of such ownership,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment #2, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows,

1. Article 2.01(H)(1) is hereby revised, as follows:

H. Tools and Removable Trade Fixtures. Installation of Tools and removable trade fixtures shall be administered by ICAMR in accordance with Article 2.01(G) to the extent such installation is a Material Alteration, except as to Tools for which Osceola County transfers its ownership to ICAMR (“Transferred Tools”), which are not required to be lien-free, but which may be used as collateral, in accordance with the terms of the First Lease Amendment and Tool Conveyance Agreement, attached as Exhibit A2 (“Tool Conveyance Agreement”), and also as follows:

1. Subject to Article 2.01(H)(3), ICAMR may acquire and install, and may authorize and manage third party acquisition and installation of additional Tools in the R&D Building, including by R&D Building owner, Osceola County, in each case with no funding obligation by UCF for the acquisition and installation, unless otherwise agreed to in writing by the Parties, and in each case provided that such installation does not adversely affect compliance with the applicable cleanroom standards for the cleanroom research/fabrication space in which such Tools or other removal trade fixtures are installed.

- a. Tools acquired and installed prior to the Effective Date are the property of Osceola County and part of the R&D Building, unless subject to the Tool Conveyance Agreement.

- b. Tools acquired and installed by Osceola County pursuant to Article 2.01(H)(1)(b) shall be the property of Osceola County and shall become part of the R&D Building, unless subject to the Tool Conveyance Agreement.

c. Ownership of Tools acquired and installed with funds provided by other third parties pursuant to this Article 2.01(H) shall be specified in a separate agreement between the applicable parties, prior to the acquisition and installation thereof.

d. To the extent ICAMR satisfies the encumbrance(s) on the Transferred Tools, as to each such Tool, within thirty (30) days following satisfaction of any encumbrance, ICAMR shall transfer ownership of each such Tool to Osceola County, unless ICAMR satisfies the encumbrance(s) following the satisfaction of certain obligations of Osceola County related to the Sales Tax Bonds and/or a term of forty (40) years, in which case ICAMR shall transfer ownership of each such Tool to UCF, or UCF's designee.

e. To the extent that UCF or ICAMR terminates this Agreement for any reason or that BRIDG ceases to operate, in any event prior to the time period or events prescribed in subsection (d) above, ICAMR shall transfer ownership of each such Tool to Osceola County, or Osceola County's designee.

2. Article 3.01 is hereby revised, as follows:

3.01 INTELLECTUAL PROPERTY. The intellectual property (“IP”) of each Party shall remain the property of such Party, absent any written agreement(s). Services provided hereunder are not anticipated to require or result in the generation of Intellectual Property, and no license to any Intellectual Property is granted hereunder. The Parties continue to negotiate terms for a Master Research Agreement, the terms of which will be specifically applicable to and include all research and services performed in the R&D Center involving UCF, once executed. The Parties may enter into additional agreements with each other and third parties that address the allocation of IP rights in R&D programs, as necessary and appropriate. Notwithstanding the foregoing, if either Party discovers that its IP or IP of the other Party is necessary for the performance of Services under this Agreement, such Party shall notify the other Party accordingly. Upon confirmation by the owning Party that license to the identified IP is necessary for performance of Services hereunder, to the extent unencumbered, the owning Party shall grant nonexclusive, royalty-free, paid up, and nontransferable license rights to the other Party, and, as necessary for the performance of the Services, to applicable Contractor(s), Design Professional(s), or Tradesman(s), or sublicense rights to enable grant to such Contractor(s), Design Professional(s), or Tradesman(s).

3. Article 7.02 is hereby amended to add new subsection (K), as follows,

K. ICAMR shall maintain insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to any and all Tools owned by ICAMR, for the full replacement value thereof.

The above referenced modifications are hereby incorporated into the MSA. Only the articles, paragraphs, and sections referenced herein are modified, and all other provisions of the MSA remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the MSA on the dates set forth below, and with understanding and agreement that the amendments set forth herein are effective as of _____.

University of Central Florida
Board of Trustees

ICAMR, Inc.

By: _____

By: _____

Date: _____

Date: _____

Attachment D

**MANAGEMENT SERVICES AGREEMENT
BETWEEN
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
AND
ICAMR, INC.**

This **Management Services Agreement** (this “**Agreement**”), effective as of the date last signed below (“**Effective Date**”), sets forth the intentions and understandings of ICAMR, Inc. (“**ICAMR**”), and the University of Central Florida Board of Trustees (“**UCF**”), (hereinafter individually, a “**Party**”, collectively referred to as “**Parties**”).

RECITALS

WHEREAS, UCF is an educational and research institution that collaborates for the advancement of research, education, and training opportunities;

WHEREAS, ICAMR is a Florida not-for-profit corporation, established June 5, 2014, to collaborate with UCF, the University of Central Florida Research Foundation, Inc. (“**UCFRF**”), Osceola County, Florida High Tech Corridor Council, Inc. (“**FHTCC**”), and others on a mission to foster growth of the advanced photonics and sensor technology industry, enhance the capabilities of UCF and other educational institutions, and grow and attract new high tech companies to promote local economic development;

WHEREAS, in furtherance of this mission, UCF entered into a certain Florida Advanced Manufacturing Research Center Development Agreement, by and among Osceola County and UCF, joined for limited purposes by FHTCC (“**Development Agreement**”), as further defined herein) for the purpose of fostering development of a high-impact industry center for the promotion of cooperative research and development by university, industry, and government collaborators to accelerate advancement in smart sensor development and manufacturing;

WHEREAS, pursuant to the Development Agreement, Osceola County has agreed to lease the R&D Center and R&D Center Site (collectively, “**R&D Premises**”) to UCF pursuant to the terms of the Lease Agreement, as agreed and appended to the Development Agreement, for the following purposes (collectively, the “**Purpose**”):

(A) to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing;

(B) to promote collaboration among experts in industry and academia to share sensor-related expertise (and other advanced manufacturing opportunities) and to perform research and

development on innovative sensor manufacturing systems that lead to advanced and alternative strategies, with improved efficiencies of scale;

(C) to accelerate the growth of an advanced sensor device industry cluster and advanced manufacturing sectors, creating jobs and economic improvement for Osceola County through the development and commercialization of new sensor technologies and other advanced manufacturing technologies, recognizing that companies within industry clusters derive strength from one another, encourage further growth and innovation, and result in expanded economic development for Osceola County; and

(D) to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs and benefiting the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County;

WHEREAS, as of the Effective Date, UCF has not been granted State of Florida Plant Operation & Maintenance (PO&M) funds, but intends to reapply annually for PO&M funds for the R&D Building (approximately \$1.2M as of the date of this Agreement), with the success of such application(s), as well as the total figure of any actual appropriation, dependent upon final determination and approval by the Florida Legislature and the Governor;

WHEREAS, pursuant to Section 4.02 of the Lease Agreement and Section 4.05 of the Development Agreement (and as otherwise defined in the Development Agreement) UCF desires to enter into this Agreement with ICAMR, an entity qualified to manage the R&D Center including the Advanced Treatment Facility, for ICAMR to manage and operate the R&D Center;

WHEREAS, UCF desires that ICAMR provide, and ICAMR desires to provide, certain Services to UCF in management of the R&D Premises to fulfill the purposes set forth above, this Agreement sets forth the Parties understanding of the terms and obligations relating to the Services;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

1.01 RECITALS. The Parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.

1.02 DEFINITIONS. As used in this Agreement, the capitalized terms in the preamble and recitals shall have the meaning as set forth therein, the capitalized terms and definitions in the Lease Agreement shall have the meanings as set forth therein unless otherwise defined herein, and the following terms shall have the following meanings unless the context hereof otherwise requires and so states:

“**Advanced Treatment Building**” means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

“**Advanced Treatment Equipment**” means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

“**Advanced Treatment Facilities**” means the Advanced Treatment Building and the Advanced Treatment Equipment.

“**AWNS**” means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

“**AWNS Main**” means a specialty post-process water main which shall run from a point outside of the R&D Building to the AWNS.

“**Allowable Cost(s)**” means the actual and direct expenses paid by ICAMR to unrelated parties and reasonable related overhead expenses of ICAMR associated with the Scope of Work (SOW) set forth in Article 2. Allowable Costs also include actual and direct expenses related to the PO&M services as set forth in Appendix A-1 (or as otherwise necessary for performance of the SOW or agreed to in writing between the Parties), and may also include as related to delivery of the Services: employee and relocation costs, training costs, reasonable travel expenses, equipment purchase(s) and installation, clean room modifications necessary for tool fit-up, utilities, maintenance and operation of capital equipment, consumables, facilities operations, business administration related to the delivery of the Services including managing R&D Center programs and activities with third parties therein, personnel expenses and benefits, taxes, and other approved actual and direct costs and expenses necessary for R&D Premises-related Services. Allowable Costs do not include any costs (1) that are outside the scope and programmatic activities of the R&D Center, or (2) that otherwise arise from the business of ICAMR in its general business activities, or (3) for which the need arose from the negligent act or omission of ICAMR, ICAMR Personnel, or an ICAMR Representative, or (4) for which the need arose from the negligent act or omission of any Occupant, or (5) that are personnel expenses or benefits for ICAMR Representative(s) that are funded under a research agreement, or (6) that are personnel expenses or benefits for ICAMR Representative(s) not performing Services hereunder.

“Building Security Plan” means the documentation created by ICAMR and provided to UCF, detailing ICAMR’s management of building access and security obligations.

“Confidential Information” means any technical or business information (including without limitation compilations, abstracts, summaries, software, documents, drawings, sketches, models, designs, data, memoranda, tapes, records, and/or material or copies of such information) that is identified as confidential or proprietary in writing by the disclosing party, or if disclosed orally or visually, is identified at the time of disclosure and reduced to or summarized in writing, marked as confidential, and delivered to the receiving party within thirty (30) days of first disclosure.

“CMMS” means UCF’s Computerized Maintenance Management System.

“Contractor” means general contractors or construction managers entering the R&D Premises for the purpose of performing construction services.

“Design Professional” means persons or entities entering onto the R&D Premises for the purpose of providing engineering or architectural services.

“Development Agreement” means the certain agreement for development of the R&D Center, entered into by and among Osceola County and UCF, joined for limited purposes by the Florida High Tech Corridor Council (“FHTCC”), expressly including, without limitation, the Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, and any amendments and supplements thereto.

“Environmental Law” means any and all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, orders, decrees, permits, licenses or other governmental restrictions or requirements now or hereafter in effect with respect to the property and relating to the environment and/or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Comprehensive Environmental Response, Compensation and Liability Act of 1986, as amended (42 U.S.C. §9601 et seq.), the Resource Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. §6901 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), the Clean Water Act, as amended (33 U.S.C. §1251 et seq.), the Toxic Substances and Control Act, as amended (15 U.S.C. §2601 et seq.), and the Domestic Security Chemical Facility Anti-Terrorism Standards (6 U.S.C. §621 et seq.).

“Equipment” means non-expendable, tangible items with a shelf life of more than one year and that cost over \$5,000, either as a single item or as a unit. This definition, for the purpose of this Agreement, excludes Tools.

“Hazardous Substance” means any substance, material or waste which is regulated or governed by any Environmental Law including without limitation (A) any substance, material or waste defined, used or listed as “hazardous waste”, “extremely hazardous waste”, “restricted hazardous waste”, “hazardous substance”, “hazardous material”, “toxic substance” or similar or related term as defined, used or listed in any Environmental Law; (B) any asbestos or asbestos containing materials; (C) any underground storage tanks or similar facilities; (D) petroleum, petroleum-based substances or polychlorinated biphenyl; (E) any additional substances or materials which are hazardous or toxic substances under any Environmental Law and (F) chemicals of interest, as defined in 6 CFR Part 27.

“ICAMR Representatives” means UCF Personnel assigned to ICAMR pursuant to the MOU.

“Invitee” means persons entering onto the R&D Premises for the purpose of attending meetings (including as presenter), marketing events, public ceremonies, educational sessions and similar events, hereunder, and who do not have unescorted access to the cleanroom or Tools, do not handle Hazardous Substances, and are not permitted to perform any hands-on research and development work on the R&D Premises. UCF employees are not included in the definition of Invitee.

“Lease Agreement” means that certain lease agreement between Osceola County and UCF for the R&D Premises.

“Material Alterations” means any alteration which: (A) is structural in nature or otherwise affects the strength of the R&D Center; (B) affects the mechanical, electrical, sanitary (including plumbing), or other services of the R&D Center; or (C) has an aggregate cost greater than \$25,000.00.

“Memorandum of Understanding” or “MOU” means the agreement between ICAMR and UCF effective July 28, 2015, including any amendments and supplements thereto.

“Occupant” means any Contractor, Design Professional, Tradesman, R&D Participant, or other occupant of the R&D Center that is not an Invitee. UCF employees and the R&D Center Manager are not included in the definition of Occupants.

“Occupant Representatives” means any of an Occupant’s officers, directors, employees, representatives, agents, contractors, subcontractors, concessionaires, and invitees.

“**Personnel**” means employees and persons working under a contract for or at a Party or an Occupant, including consultants, authorized representatives, officers, and directors.

“**R&D Building**” means the building located at the R&D Center Site, owned by Osceola County and leased to UCF.

“**R&D Center**” means the R&D Building, the Advanced Treatment Facilities, and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

“**R&D Center Manager**” means ICAMR, for the purposes of this Agreement.

“**R&D Center Site**” means approximately ten (10) acres of real property real property described in **Appendix B**.

“**R&D Participants**” means persons or entities, other than Invitees, performing research and development work on the R&D Premises, excluding UCF employees who are not ICAMR Representatives.

“**R&D Premises**” means the R&D Center and the R&D Center Site.

“**ROWS**” means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the R&D Center Manager within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, and having a minimum capacity of 100 gallons per minute.

“**ROWS Main**” means a specialty water main from the Advanced Treatment Building to the R&D Center.

“**Sales Tax Bonds**” means the Osceola County Sales Tax Revenue Bonds, Series 2015A.

“**Services**” means the services performed by ICAMR to manage the R&D Premises as more specifically described herein, and further set forth in Article 2.

“**System Development Charges**” means the water, wastewater and reuse water capacity charges imposed by TWA on all new growth and development by local legislation. To avoid doubt, such term includes the supplemental or alternative TWA system capacity demand determination presented by the separate system development surcharge, computed and charged in the manner described in Article 2.01(F); and, does not include the capital reimbursement surcharge to recover the TWA funding advance presented by the TWA Funding Obligation for the Ad-

vanced Treatment Facilities, computed and charged in the manner also described in Article 2.01(F).

“**Tools**” means specialized equipment for research and development, acquired and installed in the R&D Building, and to be acquired and installed during the term of this Agreement. This definition, for the purposes of this Agreement, excludes Equipment.

“**Tradesman**” means any persons or entities entering onto the R&D Premises for the purpose of providing services relating to installation, maintenance, alterations or improvements to the R&D Premises, including electrical, HVAC, plumbing, painting, janitorial, or similar services.

“**TWA**” means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

“**TWA Funding Obligation**” means the capital contribution of TWA in an amount not to exceed \$3,200,000 for construction of the Advanced Treatment Facilities at the R&D Premises.

“**UCF F&S Standards**” means the UCF Facilities and Safety (F&S) standards, including policies and procedures relating to Facilities Operations (FO), Environmental Health & Safety (EH&S), Utility and Energy Services (UES), Landscape and Natural Resources (LNR), Resource Management (RM) and Facilities Construction and Planning (FP&C), excepting those certain policies and procedures outlined in **Exhibit F**.

ARTICLE II SERVICES (SCOPE OF WORK) AND PAYMENT

2.01 SERVICES AND PURPOSE. ICAMR will make best efforts to provide the Services to UCF. Should ICAMR fail to perform the Services, ICAMR shall be responsible for any and all costs incurred by UCF in obtaining replacement service provider(s) to perform same. Such Services, including as further described in Appendix A, expressly include the following:

A. Maintenance Requirements.

1. ICAMR shall comply with UCF F&S Standards and will keep the interior and exterior of the R&D Center (including, but not limited to the foundations, roof and structural portions of the walls) and all furniture, fixtures, Equipment and Tools, and to the extent applicable, the R&D Center Site, in condition comparable to other research facilities, including making necessary replacements, improvements, additions and substitutions thereto and, in connection therewith, and formulating and implementing preventa-

tive maintenance and other programs designed to efficiently and effectively maintain the condition of the R&D Center and the R&D Center Site, including all “back of the house” areas, HVAC serving the R&D Building, fire and life safety, electrical, plumbing and other building systems, including, without limitation, management and applicable testing, of hazardous and universal waste that will be generated as part of the R&D Center processes and activities to the extent required by law or UCF F&S Standards, or otherwise necessary to maintain condition comparable to other research facilities, as described. In the event that UCF Personnel requires certain research equipment, other than Equipment or Tools, for performance of a research project at the R&D Building, such research equipment will be specified, along with necessary terms related thereto, in the related Project Agreement of the Master Research Agreement (both as defined in the Master Research Agreement to be executed by the Parties, pursuant to Article 3.01), which shall be attached, to a request made under Article 5.01(D).

2. UCF will provide ICAMR the UCF Computerized Maintenance Management System (“CMMS”) configuration and access, and ICAMR shall perform maintenance and repair as a designee of UCF F&S, pursuant to UCF Policy 3-106.

3. All replacements and restorations will be in quality and class equal to or better than the original R&D Center.

B. Maintenance Contracts.

1. ICAMR shall negotiate and administer contracts, as necessary to provide the Services, for maintenance and repair of elevators, major life safety systems, chillers, boilers and other major HVAC equipment and all such other necessary Equipment and systems, in accordance with UCF F&S Standards.

2. If and only as required by Section 255.05, Florida Statutes, ICAMR shall provide or cause its Contractor(s), Design Professional(s), and Tradesman to provide an appropriate payment and performance bond.

3. In the event that any contract contractually obligates UCF or UCFRF, as party or co-party, ICAMR shall:

a. provide advance written notification to UCF VPR or designee of the need for UCF’s contractual participation;

b. follow UCF procurement policies, to the extent they differ from the ICAMR Procurement Guidelines;

- c. work in good faith with authorized representatives of UCF or UCFRF, as applicable, for negotiation, legal approval, and execution of such contract.

C. Environmental Health and Safety. ICAMR shall comply and shall ensure compliance with all environmental regulatory requirements concerning the R&D Premises and all activities thereon. ICAMR shall manage all such environmental health and safety functions in cooperation with UCF's EH&S experts, and in accordance with UCF F&S Standards, including but not limited to: developing environmental health and safety policies, deploying an emergency response team, coordinating with the local fire department and other emergency responders, conducting environmental health and safety trainings, and screening of equipment and materials coming into the R&D Premises. ICAMR agrees to fully reimburse UCF for any and all liabilities, penalties, fines, costs, or expenses of UCF arising from violation(s), infraction(s), or omission(s) of any environmental health and safety regulation committed by ICAMR, ICAMR Personnel, and/or any ICAMR Representative(s), and/or any Occupant and/or Occupant Representative, and/or for any fines, fees, or penalties levied against UCF as lessee of the R&D Premises resulting from ICAMR's failure to meet the obligations set forth in this Article. ICAMR shall be responsible for seeking reimbursement from any Occupant, as applicable, for any and all liabilities, penalties, fines, costs, expenses, or fees arising from violation(s), infraction(s), or omission(s) of any environmental health and safety regulation committed by such Occupant and/or such Occupant's Representative.

D. Pre-Existing Hazardous Substances. If ICAMR is aware of any Hazardous Substances on the R&D Center Site at the time of execution of this Agreement, or if Hazardous Substances are discovered on the R&D Center Site that were in existence prior to the term of this Agreement, then ICAMR shall promptly notify UCF of the discovery of such Hazardous Substance(s) discovered. Upon UCF's request, ICAMR shall also provide reasonable detail as to the known potential sources of origin of the discovered Hazardous Substance(s), and relatedly, the basis for ICAMR's determination that such Hazardous Substances were in existence prior to the term of this Agreement. Finally, ICAMR shall provide reasonable assistance to support UCF in making appropriate notifications to Osceola County.

E. Hazardous Substances.

1. ICAMR shall comply, and warrants and represents that ICAMR shall require, appropriately monitor, and ensure that all Occupants and applicable UCF Personnel as set forth in Article 5.01(D), comply with applicable Environmental Law, UCF F&S Standards, and the Building Security Plan, and without compliance with the foregoing, ICAMR shall not, and ICAMR warrants and represents that ICAMR shall not permit any Occupant or Occupant Representative or applicable UCF Personnel to:

a. use, generate, manufacture, refine, produce, process, store or dispose of Hazardous Substances on, under or about the R&D Center and R&D Center Site; nor

b. transport Hazardous Substances to or from the R&D Center and R&D Center Site in the future, for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting; nor

c. engage in any activity in violation of applicable Environmental Law, UCF F&S Standards, and the Building Security Plan.

2. Without limiting the obligations of Article 2.01(E)(1), ICAMR shall procure and maintain in effect, and warrants and represents that ICAMR will require to be procured and maintained in effect, any and all permits, licenses and other governmental and regulatory approvals required for the storage or use of Hazardous Substances by ICAMR, expressly including ICAMR Personnel and ICAMR Representatives, and any Occupant or Occupant Representative on the R&D Center Site and at the R&D Center, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the R&D Center Site and the R&D Center. ICAMR understands, agrees, and acknowledges that costs related to the procurement of such permits, licenses, and other governmental and regulatory approvals for any Occupant, and/or ICAMR, are not Allowable Costs, and ICAMR is solely responsible for such costs, or recovering such costs from any Occupant(s), as applicable.

a. In the event that any such permits, licenses, and other governmental or regulatory approvals contractually obligate UCF or UCFRF, as party or co-party, ICAMR shall provide advance written notification to UCF VPR or UCF VPR's designee, and ICAMR shall work in good faith with authorized representatives of UCF or UCFRF, as applicable, for negotiation, legal approval, and execution of such contracts.

b. ICAMR shall comply, and warrants and represents that ICAMR shall require all Occupants and Occupant Representatives to comply, with all conditions of such permits, licenses and other governmental and regulatory approvals.

c. Copies of all such permits, licenses, and other governmental and regulatory approval confirmation documents shall be available to UCF upon request.

3. In accordance with UCF F&S Standards, ICAMR shall:

- a. manage all Hazardous Substances, including hazardous and universal waste, that is be generated as part of the R&D Center processes and activities at the R&D Site;
- b. cause any and all Hazardous Substances removed from the R&D Center and R&D Center Site to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes; and
- c. promptly deliver to UCF, within ten (10) days of a shipment, of Hazardous Waste legible copies of waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the R&D Center and the R&D Center Site.

ICAMR shall be responsible for all costs, including recovery of costs from ICAMR and any Occupant(s), related to generation, removal, and transport of hazardous waste, and ICAMR acknowledges that same shall not be considered an Allowable Cost. ICAMR shall promptly deliver to UCF, within ten (10) days of a shipment, of Hazardous Waste legible copies of waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the R&D Center and the R&D Center Site.

4. If a contamination by Hazardous Substances shall occur at any time during the term of this Agreement, then ICAMR shall immediately notify UCF and shall promptly and diligently remove such Hazardous Substances from the R&D Center and the R&D Center Site and/or the underlying groundwater at ICAMR's sole cost and expense. However, ICAMR shall not take, nor shall any Occupant(s) or Occupant Representative take any required remedial action in response to any such contamination in or about the R&D Center and the R&D Center Site or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any such contamination without first notifying UCF and obtaining UCF's approval, and affording UCF the opportunity to appear, intervene, or otherwise appropriately assert and protect UCF's and Osceola County's respective interests with respect thereto. Notwithstanding the foregoing, ICAMR may take remediation action, or authorize an Occupant or Occupant Representative to take remediation action without providing UCF with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons.

- a. In addition to all other rights and remedies of UCF hereunder, if ICAMR or any Occupant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any such contamination, and thereafter does not commence the required remediation of any Hazardous Substances released or discharged in connection with such a contamination within

thirty (30) days after UCF has approved ICAMR's remediation plan and all necessary approvals and consents have been obtained, and thereafter does not continue to prosecute said remediation to completion in accordance with the approved remediation plan, then UCF, at its sole discretion, shall have the right, but relative to ICAMR and/or any Occupant, not the obligation, to cause said remediation to be accomplished, and ICAMR shall, or ICAMR shall require the Occupant to reimburse UCF within thirty (30) business days of UCF's demand for reimbursement of all amounts reasonably paid by UCF (together with interest on said amounts at the Prime Rate until paid). Notwithstanding the foregoing, ICAMR agrees to fully reimburse UCF for any and all liabilities, penalties, fines, costs, or expenses of UCF arising from the contamination by Hazardous Substances and remediation thereof if caused by the failure of ICAMR to comply with this Article 2.01(E), or by the negligent act or omission of ICAMR or ICAMR Personnel, or any ICAMR Representative(s), or any Occupant. ICAMR shall be responsible for recovery of such costs from any such Occupant.

b. ICAMR shall, or shall require the applicable Occupant, within ten (10) days of a shipment of Hazardous Waste, legible copies deliver to UCF legible copies of all waste manifests, including without limitation hazardous waste manifests, reflecting the legal and proper disposal of all Hazardous Substances removed from the R&D Center and the R&D Center Site as part of the remediation of any contamination, or if included with the manifest(s) specified in Article 2.01(E)(2), annotate within such manifest those Hazardous Substances that are part of the remediation of any contamination.

c. ICAMR shall, or shall require the applicable Occupant to cause any and all Hazardous Substances removed from the R&D Center and R&D Center Site as part of the required remediation of such contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

5. Each Party hereto shall immediately notify the other Party in writing of:

a. any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the R&D Center or the R&D Center Site pursuant to any Environmental Law;

b. any claim made or threatened by any person against the notifying Party or the R&D Center or the R&D Center Site relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from

any Hazardous Substance on or about the R&D Center or the R&D Center Site;
and

c. any reports made to any environmental agency arising out of or in connection with any Hazardous Substance in or removed from the R&D Center or the R&D Center Site including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the notifying Party of actual knowledge of any of the foregoing matters. The notifying Party shall also supply to the notice recipient as promptly as possible, and in any event within five business days after notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the R&D Center or the R&D Center Site or ICAMR's or any Occupant or Occupant Representative's use thereof.

6. ICAMR assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of ICAMR and its officers, employees, servants, and agents thereof while acting within the scope of their employment, expressly including the ICAMR Representatives, acting within the scope of their employment by UCF but performing at the behest of ICAMR, and warrants and represents that ICAMR shall require each Occupant to assume at least the same risks for its Occupant Representatives.

7. UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF, expressly excluding the ICAMR Representatives.

8. The Parties agree that nothing contained herein shall be construed or interpreted as denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, the consent of the State of Florida or its agents or agencies to be sued, or a waiver of sovereign immunity of the State of Florida or its agents or agencies beyond the waiver provided in Section 768.28, Florida Statutes.

9. All representations and obligations made or given under this Article 2.01(E) shall survive the expiration or earlier termination of this Agreement, and as to Occupants, ICAMR warrants and represents that ICAMR shall require such Occupant obligations and representations also set forth in this Article 2.01(E) to survive the expiration or earlier termination of the applicable agreement under which they are set forth and agreed upon between ICAMR and said Occupants.

F. Utilities. All utilities, except for natural gas and electricity, shall be directly billed to ICAMR. ICAMR shall work in good faith with UCF to obtain and promptly pay or reimburse UCF for all utility, communication, and other services furnished to or consumed at the R&D Center, and to the extent applicable, the R&D Center Site, all in accordance with UCF F&S Standards, NIST federal standards (subject to Article 5.06), and the Building Security Plan, as applicable, and including, but not limited to, electricity, cable, gas, water, and wastewater (including, without limitation, the amounts specifically described herein below), heat, telephone, janitorial, garbage collection (including without limitation universal waste and hazardous waste disposal), and all charges related to any of these services, including any tap-in, connection, or impact fees. ICAMR agrees to provide UCF with copies of all utility bills monthly for energy tracking and reporting purposes.

Should ICAMR fail to pay or reimburse UCF for the charges for any utility, communication or other services pursuant to this Article 2.01(F), such failure, if it continues beyond the notice and cure provision in Article 8.02, shall constitute a default by ICAMR under this Agreement and UCF, in addition to any other right provided to UCF under this Agreement, may pay any such charges, but the sums so paid by UCF shall not be paid by UCF to ICAMR as Allowable Costs, and ICAMR shall be obligated to pay UCF any additional costs arising from such default, including interest accrued at the Wall Street Journal Prime Rate until paid by ICAMR. ICAMR's obligations under this Article 2.01(F) shall survive the expiration or termination of this Agreement.

In addition to the foregoing, if and to the extent that ICAMR intends to accept any contracts or enter into any third party agreements to allow work to be performed in the R&D Center which requires compliance with NIST federal standards (e.g. without limitation, NIST 800-171, NIST 800-53), ICAMR agrees that prior to execution of any such contracts or third party agreements, and prior to commencement of any work under any such contract or third party agreement(s), ICAMR and the R&D Center will be compliant with such NIST federal standards, and ICAMR shall indemnify and hold UCF harmless in any action brought, and for any fees or fines levied against UCF by a federal agency, or a contractor of a federal agency, as a result of the non-compliance with the NIST federal standards.

1. Natural Gas and Electricity. In order to take advantage of volume discounts, natural gas shall be billed to UCF. In early June of each UCF fiscal year (7/1-6/30), as soon as reasonably practicable, the Parties shall agree on the estimated annual expenses for electricity and natural gas for the R&D Center, based on historical billing and projected ICAMR growth, and from time to time as either Party may reasonably request, make available any and all information to enable the determination of expenses for electricity and natural gas for the R&D Center. On the Effective Date of this Agreement, ICAMR shall deposit the full estimated amount of electricity and natural gas for the first fourth calendar months following the Effective Date into a designated UCF account to cover said expenses. Prior to the commencement of the third calendar month, ICAMR shall deposit the full estimated amount of electricity and natural gas for fifth and sixth calendar months, as so on. UCF shall provide copies of the public record natural gas and electricity billing documents each month to ICAMR. ICAMR shall adjust each estimated deposit in accordance with any deficit or surplus arising from the prior deposit. ICAMR acknowledges that a failure to provide sufficient utility funding may result in an interruption of services. Any fees incurred to restore service shall be the sole responsibility of ICAMR.

Notwithstanding the foregoing, UCF shall have the right, but not the obligation, to recover any shortage by deduction from Allowable Costs paid to ICAMR hereunder.

2. Water-related. Monthly water and wastewater rates and consumption charges will be directly billed by TWA to UCF or the R&D Center Manager, as agreed upon by the Parties in advance, and on a non-discriminatory basis with regard to other similarly classified TWA users and customers. In addition, a separate monthly bill will be sent directly by TWA to UCF or the R&D Center Manager, as agreed upon by the Parties in advance, for the System Development Charges, computed in the manner described in the following Article 2.01(F)(2)(a), and a separate capital surcharge for reimbursement of the TWA Funding Obligation, computed in the manner described in the following Article 2.01(F)(2)(b).

a. System Development Charges. The total amount of System Development Charges for the R&D Center, beginning upon commencement of this Agreement, (other than the Advanced Treatment Facilities) will be payable over a

period of ten years with interest from the date of the first monthly utility bill sent concerning the R&D Center at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

i. TWA will also allow for the alternative calculation of System Development Charges for the Advanced Treatment Facilities resulting from the R&D Center generating an increase in average flow over a period of twelve consecutive months not less than five percent over the flow for which System Development Charges have been previously paid under this Article 2.01(F)(2)(a) and shall be calculated and paid as follows:

(a) System Development Charges for water capacity shall be based upon (1) then currently applicable TWA System Development Charge resolutions for buildings and improvements which are characterized as new growth and development, and (2) the estimated flows necessary to serve the ROWS (which estimated flows shall be determined and charged incrementally as the ROWS achieves capacity or is expanded for additional capacity).

(b) System Development Charges for wastewater capacity will be based upon (1) then currently applicable TWA System Development Charge resolutions for buildings and improvements which are characterized as new growth and development, and (2) the estimated flows necessary to accept the additional wastewater resulting from operation of the R&D Center and delivered from the AWNS to TWA's wastewater collection system (which estimated flows shall be determined and charged incrementally as the AWNS achieves capacity or is expanded for additional capacity).

ii. System Development Charges for expansion or incremental flow increases arising from the operation of the R&D Center will be payable over a period of ten years with interest from the first monthly utility bill sent concerning the R&D Center following such expansion or incre-

mental flow increase at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers.

iii. Monthly incremental payments of the System Development Charges shall be collected on a monthly utility bill from TWA, as described herein. ICAMR shall timely pay the System Development Charges.

iv. ICAMR may satisfy its obligation for the payment of the outstanding balance of System Development Charges by prepaying the remaining principal balance of such System Development Charges plus interest accrued to the date of such prepayment.

b. TWA Funding Obligation. The Parties acknowledge and agree that TWA shall also be entitled to recover the amount of the TWA Funding Obligation through a computed in the manner described in this Article 2.01(F)(2)(b). The amount of TWA Funding Obligation actually funded by TWA, which shall not exceed \$3,200,000 for construction of the Advanced Treatment Facilities will be payable monthly as a capital reimbursement surcharge over ten years with interest from the first monthly utility bill sent concerning the R&D Center following the Effective Date at the same interest rate per annum then established by TWA for installment payment of System Development Charges for all other TWA customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

i. ICAMR shall pay all monthly incremental payments associated with repayment of the amount of the TWA Funding Obligation, as described in the foregoing Article 2.01(F)(2)(b), until the aggregate remaining principal balance, including interest due, has been reduced to zero.

ii. ICAMR may satisfy its obligation for the payment of the TWA Funding Obligation by prepaying the remaining principal balance of

such TWA Funding Obligation, plus interest accrued to the date of such prepayment.

c. The Parties understand and agree that the System Development Charges and the TWA Funding Obligation shall not constitute Allowable Costs hereunder, but are expected to be recovered from R&D Center usage fees, or other similar fees related to the activities of R&D Participants. In the event ICAMR anticipates a budget shortfall, ICAMR shall notify UCF VPR in advance, and shall put forth good faith efforts to determine a resolution for the matter.

d. ICAMR shall provide written notice of all of the foregoing rates, fees and charges to any Occupant of the R&D Center to be billed for such rates, fees and charges. Evidence of compliance with such covenant shall be provided upon request and by periodic certification from ICAMR to UCF and TWA.

e. Should ICAMR identify and reasonably anticipate a particular need for any future expansion of the Advanced Treatment Facilities, ICAMR shall notify UCF in writing and work in good faith to negotiate and agree in writing with UCF regarding terms related to same, and if requested by UCF, shall participate with UCF in negotiations with TWA and/or Osceola County. This subsection shall not be construed to require either Party or TWA or Osceola to fund a future expansion project.

G. Alterations and Improvements.

1. ICAMR may make alterations and improvements to the R&D Center consistent with its use as a technology research and development center, and which are not Material Alterations, without the consent of UCF, provided that ICAMR provides UCF and Osceola County with ten (10) days prior written notice thereof. Material Alterations shall require prior written consent from UCF and Osceola County, which shall not be withheld unreasonably. Unless otherwise agreed upon by the Parties, ICAMR will design and construct any such alterations or improvements using its own funds or funds provided to ICAMR by a third-party source, in compliance with all applicable Osceola County ordinances and codes and state and federal statutes, rules and regulations, and with UCF F&S Standards, NIST federal standards, (subject to Article 5.06) and the Building Security Plan, as applicable. Any such alterations or improvements shall be completed in a good, workmanlike and lien-free manner. In addition to the foregoing, if and to the extent that ICAMR intends to accept any contracts or enter into any third party agreements to allow work to be performed in the R&D Center which requires compliance with NIST federal standards, ICAMR agrees that prior to execution of any such contracts or third party agreements, and prior to commencement of any work under any such contract or third

party agreement(s), ICAMR and the R&D Center will be compliant with such NIST federal standards, and ICAMR shall indemnify and hold UCF harmless in any action brought, and for any fees or fines levied against UCF by a federal agency, or a contractor of a federal agency, as a result of the non-compliance with the NIST federal standards.

2. ICAMR shall select and engage qualified architects, engineers and other necessary professionals, and shall cause the preparation of construction documents for the alterations or improvements and update the Building Information Model (BIM) prepared during construction of the R&D Center. The construction documents shall detail the requirements for the construction of such alterations or improvements, based on materials and systems selected by ICAMR, and shall be compliant with all codes, laws or regulations which have been enacted at the time of their preparation. Following preparation and peer review of the construction documents, ICAMR will provide a copy to the UCF VPR and the Osceola County Manager, or their respective designees, for review. If the UCF VPR and County Manager, or their respective designees, fail to state approval or disapproval of the construction documents, in writing, within ten (10) business days of the date they are provided by ICAMR for review, such documents shall be deemed to have been approved. Construction of the alterations or improvements shall be in accordance with these construction documents as approved by ICAMR, UCF VPR, and the County Manager, or their respective designee.

3. ICAMR shall obtain all necessary permits, approvals, licenses required for the construction, use and occupancy of the alterations or improvements. Promptly upon compliance with all applicable conditions of approval, all Osceola County permits required for construction of the alterations or improvements shall be granted to ICAMR.

a. If required by Section 255.05, Florida Statutes, ICAMR shall provide, or cause its Contractor(s), Design Professional(s), and Tradesman to provide, a payment and performance bond.

b. In the event that any such permits, licenses, and other governmental or regulatory approvals contractually obligate UCF or UCFRF, as party or co-party, ICAMR shall provide advance written notification to UCF VPR or UCF VPR's designee, and ICAMR shall work in good faith with authorized representatives of UCF or UCFRF, as applicable, for negotiation, legal approval, and execution of such contracts.

4. Upon receipt of a written request from UCF or Osceola County, ICAMR shall assign in writing to UCF and/or Osceola County all rights which ICAMR may then possess against (a) any parties who prepared the construction documents for the alterations or improvements, and (b) all Contractors, Design Professional(s), Tradesman, sub-

contractors and material suppliers for the alterations or improvements, reserving to ICAMR the right to subsequently prosecute any claims against said parties that may arise as a result of any claims, action, loss, damage or expense sustained by ICAMR arising out of any of the construction documents for the alterations or improvements or the construction of the alterations or improvements.

5. Any alterations and improvements made pursuant to this Article 2.01(G) shall become part of the R&D Premises and owned by Osceola County, unless otherwise agreed upon by the Parties, such as related to a Tool.

H. Tools and Removable Trade Fixtures. Installation of Tools and removable trade fixtures shall be administered by ICAMR in accordance with Article 2.01(G) to the extent such installation is a Material Alteration, and also as follows:

1. Subject to Article 2.01(H)(3), ICAMR may acquire and install, and may authorize and manage third party acquisition and installation of additional Tools in the R&D Building, including by R&D Building owner, Osceola County, in each case with no funding obligation by UCF for the acquisition and installation, unless otherwise agreed to in writing by the Parties, and in each case provided that such installation does not adversely affect compliance with the applicable cleanroom standards for the cleanroom research/fabrication space in which such Tools or other removal trade fixtures are installed.

a. Tools acquired and installed prior to the Effective Date are the property of Osceola County and part of the R&D Building.

b. Tools acquired and installed by Osceola County pursuant to Article 2.01(H)(1)(b) shall be the property of Osceola County and shall become part of the R&D Building.

c. Ownership of Tools acquired and installed with funds provided by other third parties pursuant to this Article 2.01(H) shall be specified in a separate agreement between the applicable parties, prior to the acquisition and installation thereof.

2. Subject to Article 2.01(H)(3), UCF may acquire and install Tools and other removable trade fixtures in the R&D Building using its own funds or funds provided to UCF by third parties. ICAMR and UCF agree to negotiate in good faith for the installation plan, operational plan, and maintenance plan of such Tools and other removable trade fixtures, which may include the reimbursement of ICAMR for all costs resulting from such installation plan, operational plan, and maintenance plan of such UCF-acquired Tools and other removable trade fixtures, if so agreed upon by the Parties. Own-

ership of Tools acquired and installed with funds provided by UCF or funds provided to UCF by third parties shall be with UCF, unless UCF agrees otherwise in writing.

3. ICAMR and UCF shall each provide the other with written notice of a desire or intention to install a Tool or removable trade fixture in the R&D Building. Each Party shall have forty-eight (48) hours from receipt of the notification from the other Party in which to consent or object to the installation. Failure of a Party to respond within such timeframe shall constitute approval. Should either Party object to an installation of a particular Tool or removable trade fixture, the matter shall be presented to the BRIDG Board of Directors to hear the positions of both Parties and render a final determination, so long as UCF's basis for withholding consent is not either (1) a legal requirement, or (2) an issue that requires approval by the UCF Board of Trustees.

I. Advanced Treatment Facilities Operation. ICAMR shall operate and maintain the Advanced Treatment Facilities to serve the R&D Center in accordance with the terms of this Agreement.

1. The ROWS and ROWS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The ROWS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, membrane preservation, preventative maintenance and performance monitoring, to produce water meeting the volume and quality requirements of the R&D Center.

2. The AWNS and AWNS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The AWNS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, calibration, preventative maintenance and performance monitoring to treat wastewater from the R&D Center to the published standards required by TWA for effluent entering its wastewater system. ICAMR shall provide access to the R&D Premises to TWA for monitoring, and to monitoring equipment, to address capacity, capability, quantity and quality to allow monitoring for, among other things, demand and contaminants entering TWA's wastewater collection system, subject to compliance with badging and other access requirements pursuant to the Building Security Plan.

3. ICAMR shall maintain, and share with UCF and TWA upon request, a record of maintenance and operations in a digital format, with an audit trail as to date, time, and person recording entries, to the extent applicable to the Advanced Treatment Facilities.

4. ICAMR shall pay all operating and maintenance expenses of the Advanced Treatment Facilities related to or arising from the operation of the R&D Center, including, but not limited to salaries, benefits and employee taxes for staff, supplies, treatment chemicals, filters, utilities, insurance (but only to the extent required by the terms of this Agreement), lab and testing fees, minor repairs and regular maintenance. In addition, ICAMR shall pay all applicable TWA rates, fees and charges for water entering the Advanced Treatment Facilities or the R&D Center and all applicable TWA rates, fees and charges for wastewater entering TWA's wastewater collection system from the R&D Center.

5. TWA shall have the right, but not the duty, to inspect the Advanced Treatment Building, ROWS and AWNS, and associated facilities. Any inspection conducted by TWA shall be coordinated with ICAMR, with notification to UCF, and shall not unreasonably interfere with operation of the R&D Center or the Advanced Treatment Equipment.

J. Advanced Treatment Renewal, Replacement and Expansion.

1. The Parties recognize that:

a. the AWNS and ROWS will likely be initially designed and sized to serve the R&D Center as of the Effective Date of this Agreement;

b. various components of the AWNS and ROWS will have different useful lives, necessitating renewal and replacement at different times;

c. build-out of the R&D Center will likely require expansion of the AWNS and ROWS; and

d. service to customers other than the R&D Center will likely require expansion of the Advanced Treatment Building, expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, and easements for the additional AWNS main and ROWS main; and

e. TWA may, in its absolute discretion, provide funding for expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS

main, but has no obligation to provide any such funding.

2. ICAMR shall be responsible for renewal and replacement of the AWNS and ROWS components required to meet the operating standards set forth in Article 2.01(I). Replacement components shall be comparable to the components replaced and shall meet applicable manufacturer's specifications for the AWNS and ROWS, respectively.

3. Beginning on December 1 following the Effective Date, and by December 1 of each year thereafter during the term of this Agreement, ICAMR shall provide to UCF and TWA for consideration and comment a projected five-year capital improvement plan for annual renewal and replacement expenditures for the AWNS and ROWS components for consideration and inclusion in the capital budget of UCF and/or ICAMR, as agreed upon by the Parties prior to submission of such plan to TWA. Such plan will be continually updated each successive year in a manner which uses sound engineering judgement and incorporates appropriate asset management criteria as agreed upon and determined by ICAMR, UCF, and TWA. Such plan will address planned expenditures for the upcoming fiscal year commencing on October 1 and the four succeeding fiscal years and at a minimum must include the following elements: (a) detailed list of capital items to be replaced or rehabilitated in each year of the five-year plan; (b) quantities of each item; (c) cost per item; and (d) schedule for replacement or rehabilitation.

4. The Parties understand and agree that Osceola County and TWA have no obligation to fund any renewal or replacement project.

5. ICAMR, upon directive from UCF, may negotiate terms, conditions and financial obligations with Osceola County and/or TWA for design, acquisition and installation of expansions to the AWNS and ROWS required to serve the R&D Center to full build-out. Any such expansions shall comply with all government requirements.

6. The Parties understand and agree that TWA shall have no obligation to fund expansions to the AWNS and ROWS unless otherwise agreed in writing, but may elect to do so in accordance with this Article 2.01(J), or otherwise, after considering:

- a. advantages to TWA ratepayers resulting from local economic expansion emanating or derived from the R&D Center and Advanced Treatment Facilities;
- b. concomitant monetary contributions by ICAMR; and

c. concomitant monetary contributions from Osceola County, UCF, other local, state or national governmental, public or private interests, beneficiaries or users.

7. The Parties understand and agree that Osceola County shall have no obligation to fund expansions to the AWNS and ROWS unless otherwise agreed in writing.

8. The Parties understand and agree that UCF shall have no obligation to fund expansions to the AWNS and ROWS unless otherwise agreed in writing.

9. If both TWA and Osceola County decline to fund any expansions to the AWNS and ROWS, the AWNS and ROWS shall not be expanded unless UCF funds such expansion or funds are secured from another source. UCF may elect to fund such expansions, but shall have no obligation to do so unless otherwise agreed in writing.

10. If UCF declines to fund any expansions to the AWNS and ROWS, the AWNS and ROWS shall not be expanded unless ICAMR funds such expansion or funds are secured from another source.

11. The Parties acknowledge and agree that the Advanced Treatment Facilities may be expanded to serve customers other than the R&D Center. If TWA elects to initiate advanced water and/or wastewater service to other customers, Osceola County, UCF, the R&D Center Manager and TWA shall meet, discuss and make good faith efforts to agree upon:

a. expansion of the Advanced Treatment Building, or design and construction of an additional advanced treatment building;

b. design, acquisition and installation of additional Advanced Treatment Equipment;

c. location of an additional easement for an AWNS Main and/or ROWS Main;

d. operating responsibilities for the additional Advanced Treatment Equipment;

e. billing and customer service responsibilities for the new customer or customers;

- f. allocation of capital and operating costs between the R&D Center and the new customer or customers;
- g. allocation of responsibilities and expenses associated with insurance and liability between the R&D Center and the new customer or customers;
- h. responsibility for renewal and replacement projects associated with the new customer or customers;
- i. responsibility for expansions to the AWNS and ROWS associated with the new customer or customers; and
- j. any other issues relevant to the provision of advanced water and/or wastewater service to other customers.

12. Until and unless the Parties enter into a written agreement with TWA and Osceola County setting forth the terms related to any such expansion, there shall exist no obligation, financial or operational, regarding such expansion; however, to the extent any portion of the capital reimbursement surcharge paid pursuant to Article 2.01(F) hereunder can be legally recovered from any new customer or customers, such portion of the capital reimbursement surcharge shall be applied to any remaining outstanding balance of the capital reimbursement surcharge.

K. Further Services. The Parties agree that, in addition to the Services set forth in Appendix A, further Services may include, only as mutually agreed in writing, any activity that is reasonably related to the management of the R&D Premises, and that UCF reasonably requests, including but not limited to the operation and maintenance of the R&D Building and Tools, and management of R&D Center programs. ICAMR understands and agrees that UCF retains control over the R&D Premises, pursuant with its Lease Agreement with Osceola County, and as demonstrated by the detailed terms, conditions, and obligations for performance hereunder. The Parties have appointed an EH&S engineer and the ICAMR Chief Operating Office, as set forth in the MOU, as ICAMR Representatives with dual reporting lines to ICAMR and the UCF Associate Vice President of Facilities & Safety and UCF VPR, respectively (“**Dual-Reportees**”). To the extent that such Dual-Reportees remain subject to the terms of the MOU, the Dual-Reportees will meet their respective leadership on a monthly basis or more often, if necessary or requested by UCF, to define the respective roles and responsibilities of the Parties, update the SOW as needed through a written modification of this Agreement and signed by the duly authorized representatives, and implement critical R&D Premises processes, such as, without limitation, those pertaining to: procurement of Tools; site security, badging, screening of visitors, and the Building Security Plan; protection of Confidential Information; and environmen-

tal, health, and safety policies and training. No special legal entitlements to the R&D Premises, nor sublicense rights have been granted to ICAMR as service provider.

L. No smoking. ICAMR shall ensure there is no smoking at the R&D Center or on the R&D Center Site.

M. Failure to Perform. Should ICAMR fail in any material respect to perform the Services, such failure shall be a default of ICAMR under this Agreement after the notice and cure provision in Article 8.02, and ICAMR shall be responsible for any and all excess and reasonable costs incurred by UCF due to such default and in order to perform such Services.

2.02 CONSIDERATION AND PAYMENT.

A. Allowable Costs.

1. To qualify as an Allowable Cost, actual and direct expenses paid by ICAMR to unrelated parties shall:

a. conform to the ICAMR Procurement Guidelines, attached hereto as Exhibit C and incorporated herein by reference;

b. not exceed \$75,000, or if greater than \$75,000, have been the subject of advance written notice to the UCF Vice President for Research and Dean of the College of Graduate Studies (“**UCF VPR**”) or the UCF VPR’s designee;

c. if sole source purchase, have been the subject of advance written notice to the UCF VPR or the UCF VPR’s designee; and

d. not arise as a result of a negligent act or omission of ICAMR and/or any Occupant.

2. ICAMR will be reimbursed by UCF for Allowable Costs, as follows:

a. For rendering the PO&M Services, as set forth in Appendix A-1 (or as otherwise agreed to in writing between the Parties):

i. First, from annual PO&M funding for the R&D Center received by UCF, if any; and,

ii. Second, to the extent non-reimbursed Allowable Costs remain after PO&M funding (if any) is exhausted, from other sources of

funds available to ICAMR, including but not limited to escrow funds set aside from a certain recurring State of Florida appropriation for ICAMR, pursuant to the separate agreement between UCF and ICAMR dated July 1, 2016.

b. For rendering non-PO&M Services: From other sources of funds, as the Parties mutually agree.

c. For the avoidance of doubt, ICAMR will be solely responsible for all costs incurred by ICAMR that are not Allowable Costs.

B. Budget.

1. The Parties shall work together in good faith to define a budget for the Services, including those that are intended by ICAMR to be reimbursed by UCF as Allowable Costs pursuant to this Agreement, and to anticipate and discuss potential budget shortfall(s). The Dual-Reportees shall work in good faith with their respective ICAMR and UCF leadership to facilitate determination as to how the shortfall will be addressed.

2. UCF shall have the sole and final decision regarding any and all budget determinations for operation of the R&D Center that are (a) to be met and satisfied with UCF funds, or (b) which relate to the satisfaction of financial obligations for which UCF is contractually obligated to third party(s). UCF shall not, otherwise, seek to direct ICAMR's expenditure of ICAMR funds without the express agreement of ICAMR.

C. Invoices. ICAMR will submit monthly invoices for Allowable Costs. ICAMR will send invoices by regular mail or email to the University of Central Florida Research Foundation ("UCFRF"), at the address below:

ICAMR
c/o University of Central Florida Research Foundation, Inc.
12201 Research Parkway, Suite 501
Orlando, FL 32826
Email address: kim@ucf.edu

With a copy to:
UCFRF's financial officer, Mieraf Tadesse, at Mieraf.tadesse@ucf.edu.

All invoices referenced in this Agreement shall be paid Net 30 upon receipt.

D. CMMS. ICAMR understands and agrees that UCF F&S requires certain administrative fees for CMMS training and administration, deferred maintenance management and inspections, pursuant to UCF Policy 3-106 (collectively, “**CMMS Services**”). The current costs for such CMMS Services are outlined in Appendix E (the “**F&S Administrative Fees**”). ICAMR agrees to work in good faith with UCF to create a reimbursement scheme for the F&S Administrative Fees. UCF shall have the right, but not the obligation, to recover any or all unpaid F&S Administrative Fees by deduction from Allowable Costs paid to ICAMR hereunder.

E. Tax Position. ICAMR warrants and represents that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to UCF with respect to the R&D Premises, and that ICAMR will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the R&D Premises.

2.03 PURPOSE. ICAMR will use best efforts to utilize the R&D Center and to conduct its activities in accordance with the Purpose, and accordingly, agrees to the milestones set forth in Appendix D as material obligations under this Agreement.

ARTICLE III

INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION, AND PUBLICITY

3.01 INTELLECTUAL PROPERTY. The intellectual property (“**IP**”) of each Party shall remain the property of such Party, absent any written agreement(s). Services provided hereunder are not anticipated to require or result in the generation of Intellectual Property, and no license to any Intellectual Property is granted hereunder. The Parties have entered into a Master Research Agreement, the terms of which are specifically applicable to and include all research and services performed in the R&D Center involving UCF. The Parties may enter into additional agreements with each other and third parties that address the allocation of IP rights in R&D programs, as necessary and appropriate. Notwithstanding the foregoing, if either Party discovers that its IP or IP of the other Party is necessary for the performance of Services under this Agreement, such Party shall notify the other Party accordingly. Upon confirmation by the owning Party that license to the identified IP is necessary for performance of Services hereunder, to the extent unencumbered, the owning Party shall grant nonexclusive, royalty-free, paid up, and nontransferable license rights to the other Party, and, as necessary for the performance of the Services, to applicable Contractor(s), Design Professional(s), or Tradesman(s), or sublicense rights to enable grant to such Contractor(s), Design Professional(s), or Tradesman(s).

3.02 CONFIDENTIAL INFORMATION. The Parties’ obligations set forth herein with respect to Confidential Information will remain in effect for a period of five (5) years from the effective date of this Agreement. The Parties hereto acknowledge that during the course of ICAMR’s service to UCF pursuant to this Agreement, it may become necessary or desirable for the Parties to disclose to one another a certain amount of Confidential Information. Each Party

understands and agrees to the maintenance of such Confidential Information in strict confidence, according to the terms set forth herein, and agrees that the confinement of its use to the performance of Services hereunder is of vital importance.

A. Purpose. The performance of the Services is the sole Purpose for which Confidential Information may be disclosed hereunder.

B. Permitted Disclosures. During the confidentiality period, the receiving Party may not disclose Confidential Information received from the disclosing Party to anyone except its Personnel with need to know for the Purpose. The receiving Party will not disclose Confidential Information provided to it by the disclosing Party to any other person or organization, except as specifically authorized herein or in writing by the Confidential Information owner.

C. Use. The receiving Party will use Confidential Information provided by the disclosing Party only to further the Purpose unless authorized by the Confidential Information owner in writing. No license (express, implied, by estoppel, or otherwise) or intellectual property right is conveyed by the disclosure of Confidential Information hereunder, except for the limited right to use the Confidential Information for the Purpose. The receiving Party shall protect the Confidential Information from unauthorized use, and unauthorized or accidental disclosure, by the exercise of the same degree of care as it employs to protect its own information of a like nature, but not less than reasonable care.

D. Exclusions. The receiving Party shall not be liable for disclosing the disclosing Party's Confidential Information to others, so long as written record evidences the Confidential Information was:

1. already known to the receiving Party at the time of the initial disclosure by the disclosing Party;
2. generally available to the public or becomes available to the public through no fault of the receiving Party;
3. developed independently of and without reference to the disclosing Party's Confidential Information, as received;
4. received from a third party who had a legal right to disclose such information without restriction;
5. disclosed under operation of applicable law or regulation, or in response to a valid judicial, administrative or legislative order, but the receiving Party shall, to the extent permitted by law, first notify the disclosing Party to provide the disclosing Party an

opportunity to seek to limit or otherwise contest disclosure; or

6. disclosed by the receiving Party with the disclosing Party's prior written approval.

E. No Warranties. Any and all Confidential Information disclosed hereunder is "as is" and any use by the receiving Party of that Confidential Information is at the sole risk of the receiving Party. THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT.

3.03 PUBLICITY. Neither Party shall engage in any publicity regarding the subject matter of this Agreement without the advance written consent of the other Party, which will not be unreasonably withheld.

3.04 PROPRIETARY INFORMATION FLOW-DOWNS. ICAMR represents and warrants that unless expressly agreed upon by the Parties, any and all Occupants(s) performing any Services hereunder will have agreed to the terms and obligations that are substantively equivalent to those set forth in Article 3.02 and 3.03.

3.05 PUBLIC RECORDS. IF ICAMR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ICAMR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015. To the extent that ICAMR (herein for the purpose of this Article 3.05, the "contractor") meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, ICAMR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

ARTICLE IV ASSIGNED ICAMR REPRESENTATIVES AND INDEPENDENT CONTRACTOR STATUS

4.01 ASSIGNED ICAMR REPRESENTATIVES. The MOU provides for the assignment to ICAMR of the ICAMR Representatives, and the terms and conditions set forth therein, as set forth in Article IV of the MOU, including any modifications thereto, are hereby incorporated by reference. Notwithstanding any other language in this Agreement or the MOU, to the extent that personnel expenses and benefits for the ICAMR Representatives are funded under a research project agreement, or any such ICAMR Representative is not performing Services hereunder, such expenses and benefits shall not be an Allowable Cost under this Agreement.

4.02 INDEPENDENT CONTRACTORS. The Parties to this Agreement are independent contractors, and each shall not be considered the partner or joint venturer of or with the other. Neither Party shall have any authority to enter into any contract or agreement for or in the name of the other, or to legally bind the other to any commitment or obligation, and may not represent that it has authority to do so.

As independent contractors, each Party shall perform its duties under this Agreement according to its respective policies, procedures, and regulations applicable for all employment practices and for the payment of compensation (including but not limited to all payroll, unemployment, income and other applicable taxes and withholding) associated with its employees, including but not limited to, for UCF, its employment of the ICAMR Representatives.

4.03 ICAMR is not authorized to use the name or trademarks of UCF or UCFRF without advance approval. Any proposed public statement, advertisement, press release, or communications shall be submitted to UCF for review and approval at least ten (10) days prior to the planned dissemination or publication.

4.04 UCF is not authorized to use the name or trademarks ICAMR without advance approval. Any proposed public statement, advertisement, press release, or communications shall be submitted to ICAMR for review and approval at least ten (10) days prior to the planned dissemination or publication.

4.05 UCF's ability to exercise its rights under this Agreement must not be substantially limited as a result of the relationship between UCF and ICAMR, set forth hereunder. Accordingly, the Chief Executive Office of ICAMR, or individuals on ICAMR's governing body may not serve on the University of Central Florida Board of Trustees during the term of this Agreement.

ARTICLE V

R&D CENTER ACCESS AND COMPLIANCE WITH LAWS

5.01 ACCESS. UCF shall provide managing access to the R&D Center for ICAMR Personnel and ICAMR Representatives provided that they comply with badging and other reasonable access requirements, and subject to all applicable terms and conditions set forth herein, and in the Lease Agreement.

A. ICAMR shall manage access to the R&D Premises, subject to badging and other reasonable access requirements defined in the Building Security Plan, adherence to R&D Center rules, including without limitation, those related to environmental safety and hazardous substances, UCF F&S Standards, and compliance with tax bond limitations, as further described herein.

B. ICAMR shall limit R&D Center access and use only for the Purpose, which includes activities that:

1. foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing;

2. promote collaboration among experts in industry and academia to share sensor-related expertise (and other advanced manufacturing opportunities) and to perform research and development on innovative sensor manufacturing systems that lead to advanced and alternative strategies, with improved efficiencies of scale;

3. accelerate the growth of an advanced sensor device industry cluster and advanced manufacturing sectors, creating jobs and economic improvement for Osceola County through the development and commercialization of new sensor technologies and other advanced manufacturing technologies, recognizing that companies within industry clusters derive strength from one another, encourage further growth and innovation, and result in expanded economic development for Osceola County; and

4. foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs and benefiting the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County.

C. ICAMR shall limit R&D Center access and use only to R&D Participants that agree, in addition to and not in limitation of any other applicable obligations set forth in this Agreement, as follows:

1. Access to the R&D Premises does not create and shall not be interpreted as creating any relationship of employment, agency, joint venture, partnership or any other fiduciary relationship of any kind.

2. The R&D Participant must not disclose to UCF (unless otherwise agreed in writing with UCF): any proprietary information of an individual R&D Participant's current or prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such current or prior employer or other third party.

3. The R&D Participant is not covered by UCF or Osceola's general or professional liability insurance for claims and judgments arising out of participation in activities at the R&D Center; participation in activities at the R&D Center may involve risks including but not limited to exposure to potentially hazardous equipment, chemicals, microbes, infectious organisms, hazardous waste, pathogens, radioactive material, and the risk of accidents and injuries; and the R&D Participant is responsible for any injuries to people or property resulting from acts or omissions of the R&D Participant.

4. The R&D Participant, to the extent permitted by applicable law but subject to applicable sovereign immunity, shall defend, indemnify and hold UCF, the UCF Board of Trustees, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of activities performed at the R&D Center.

D. Entry and Inspection and Use.

1. UCF.

a. UCF VPR will have the immediate right to enter the R&D Premises for any purpose, or to appoint an appropriate UCF designee, at the UCF VPR's sole discretion.

b. UCF Personnel (which expressly excludes ICAMR Representatives for the purposes of this section) shall notify the ICAMR Chief Operating Officer or the ICAMR COO's designee, to request access to the R&D Premises, specifying date(s) and the reason for the need for access, and, to the extent the access is for performance of research activities, and specifically including if UCF research equipment will need to be installed for performance of the research, shall attach the applicable Project Agreement under the Master Research Agreement, as specified in 2.01(A)(1). ICAMR will work in good faith to accommodate the date(s) and access needs set forth in such UCF Personnel's request. If ICAMR is unable to accommodate the date(s)/access requested, and ICAMR and the UCF Personnel requestor are unable to agree upon an acceptable alternative, the matter shall be brought to the UCF VPR and the ICAMR CEO for resolution.

c. All UCF Personnel, including those entering the R&D Premises, are obligated to comply with all UCF policies and regulations, shall also be obligated to comply with the R&D Building rules, and for the purposes of this Agreement, UCF Personnel shall also:

i. comply with all environmental regulatory requirements concerning the R&D Premises and all activities thereon, as directed by ICAMR pursuant to Article 2.01(C);

ii. comply with applicable Environmental Law and the Building Security Plan, as directed by ICAMR pursuant to Article 2.01(E)(1);

iii. verify to ICAMR UCF's procurement of, and compliance with all conditions of, any and all permits, licenses, and other governmen-

tal and regulatory approvals required for the storage or use of Hazardous Substances, as is required by ICAMR pursuant to Article 2.01(E)(2);

iv. coordinate with UCF in advance to verify UCF responsibility for costs related to generation, removal, and transport of UCF Personnel hazardous and universal waste, and provide notice of same to ICAMR, as manager of all such substances, including their removal, pursuant to Article 2.01(E)(3);

v. agree to comply with The Economic Espionage Act (EEA) of 1996, 18 U.S.C. §1831-1832, and not to target, acquire or misappropriate any trade secret nor any other proprietary or confidential information of UCF for the benefit of any foreign government, foreign instrumentality, foreign agent, or any other third party, as directed by ICAMR pursuant to Article 5.07.

2. Osceola County shall have the right, upon 24 hours' prior notice (except in case of an emergency in which event no notice shall be required), to enter the R&D Building for the purpose of (1) examinations or inspections of the same, (2) making such repairs or alterations therein as agreed upon by UCF and Osceola County or as Osceola County may reasonably deem necessary to preserve the value thereof.

5.02 COMPLIANCE WITH LAWS. Each Party will ensure that its respective employees, and ICAMR will ensure that the ICAMR Representatives and all Occupants and Invitees, comply with all applicable laws, ordinances, and regulations and other governmental rules, orders and determinations, whether or not presently contemplated applicable to the R&D Premises or the activities conducted in the R&D Center, including without limitation, the Americans With Disabilities Act and the Florida Americans With Disabilities Accessibility Implementation Act, and the provisions of any insurance policies required to be maintained by ICAMR hereunder, and R&D Center site rules developed by ICAMR in the performance of obligations under this Agreement, including, but not limited to, environmental, health, and safety laws; employment and nondiscrimination laws, U.S. export control laws, and the Building Security Plan. Furthermore, ICAMR will ensure that the ICAMR Representatives comply with all applicable laws, rules and regulations including, without limit, any R&D Center site rules established by ICAMR, or any compliance obligations set forth herein that don't pertain to UCF's responsibilities as an employer such as the administration of employee benefits.

5.03 TAX COVENANT. The Parties acknowledge that Sales Tax Bonds have been issued by Osceola County in compliance with the conditions necessary for interest on the Sales Tax Bonds to be excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, and it is the intent of Osceola County and UCF that the interest on the Sales Tax Bonds and any refunding obligations issued under the requirements of Section 103(a) of the Code be

and remain excludable from gross income for federal income tax purposes. To that end, in all activities hereunder UCF and ICAMR covenant to do and perform all acts and things permitted by law in order to assure that interest paid on the Sales Tax Bonds, which was excludable from the gross income of the bondholders for federal income taxes on the date of their issuance, shall continue to be so excludable.

5.04 EXPORT CONTROL

A. The Parties certify their understanding and obligations to comply with export control laws, regulations and economic sanctions, including but not limited to the U. S. Department of State, International Traffic In Arms Regulations (Title 22, CFR Parts 120-130) and referred to as ITAR, the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774) and referred to as EAR, and U.S. economic sanctions programs that are or may be maintained the U.S. Government, and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled “technical data” and “defense articles” as defined in the ITAR (22 CFR 120 – 130), and “technology” and “items” (or the products thereof) as defined in the EAR (15 CFR 730–774) to foreign nationals whether within, or outside, the U.S., including those employed by, or otherwise associated with the Parties to this Agreement.

B. The Parties, if engaged in the United States in the business of either designing, developing, engineering, manufacturing, producing, assembling, testing, repairing, maintaining, modifying, operating, destroying, processing or exporting of items, defense articles or furnishing assistance (including training), or defense services, subject to the EAR or the ITAR, or other U.S. export control regulations, certify registration with the U.S. Department of Commerce, Bureau of Industry and Security, and/or the U.S. Department of State, Directorate of Defense Trade Controls, as required.

C. Should the goods or services of a Party originates from a foreign location and are subject to the export control laws and regulations of the country in which the goods or services originate, the Parties agree to abide by all applicable export control laws and regulations of that originating country. The U.S. Party shall be responsible for complying with any laws or regulations governing the importation of the goods into the United States of America. Once transferred to the United States, “technical data,” and “defense articles” or “technology,” and “items” are subject to U.S. jurisdiction and export controls to the extent specified in the EAR or the ITAR, as applicable.

D. The Parties will exercise the controls necessary to comply with both the EAR and the ITAR, or other U.S. export control regulations, covering the disclosure of and access to “technical data”, “defense articles”, “technology” and “items” transferred to a Party under this Agreement in accordance with U.S. export control laws and regulations, and other applicable ex-

port controls laws and regulations. The Parties agree that no “technical data,” or “technology” subject to the EAR or the ITAR provided by any Party in connection with this Agreement shall be provided to any foreign persons, or to a foreign entity, including without limitation, a foreign employee or subsidiary of any Party (including those located in the U.S.) if such act violates applicable ITAR or other U.S. export control laws or regulations, e.g. without first obtaining, as applicable, a license, Technical Assistance Agreement, Manufacturing License Agreement, Special Comprehensive License, or other requisite authorization, as applicable.

E. Each Party shall consult to determine whether the information provided by another Party is, “technical data” or “technology” prior to any release, transfer, or re-transfer to a third party.

F. In the event that a Party intends to transmit export-controlled “technical data”, “defense articles”, “technology” and/or “items” the disclosing Party shall, to the extent practicable, inform the receiving Party of the export classification (ECCN or USML classification) of the export controlled “technical data”, “defense articles”, “technology” and “items. The disclosing Party is not responsible to provide the ECCN or USML classification to the receiving Party of any third party export controlled information or materials not exclusively generated, produced, manufactured or resulting from activities performed by the disclosing Party. Each Party agrees it is responsible to obtain the ECCN or USML Category of third party information or materials from the third party for compliance. The Parties agree that, while it is possible for the disclosing Party to request a formal classification ruling and provide such determination to the receiving Party, neither Party is required by law to do so. Each Party shall have the right to limit or decline receipt of export controlled items and information.

G. “Technical data”, “defense articles”, “technology” and “items” subject to U.S. export control laws and regulations shall not be disclosed or provided to any foreign person either in the United States or abroad if such act violates such applicable ITAR or US export control laws or regulations, e.g., without obtaining written authorization from the cognizant U.S. federal agency, except to the extent permitted by the EAR or ITAR, as applicable.

H. In the event that a Party is required to obtain prior U.S. Government approval for an export or release of “technical data”, “defense articles”, “technology” and/or “items” the exporting Party is solely responsible for obtaining any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by export control regulations for performance under this Agreement. No Party shall commence with an export in furtherance of this Agreement until such time as all required registrations, licenses, agreements, approvals and/or certifications have been adhered to, obtained, and/or granted by the appropriate authorities. If so requested, the Parties agree to assist in obtaining such authorization and, when requested, to furnish Parties with any documentation reasonably necessary to support an application for export authorization. The Parties agree to furnish each other with copies of all approved export authori-

zations if requested. If U.S. Government export authorization is not available, cannot be obtained, or is obtained and subsequently revoked, controlled items shall not be imported, exported, or re-exported, including the transfer of “technology” or “technical data.” In the event, any required approval(s), clearance(s), and/or export/import license(s) are not obtained and /or are withdrawn, or not extended once issued this will be considered a breach of this Agreement and any Party may terminate this Agreement, in whole or in part, in accordance with the termination provisions contained herein, or alternatively, the Parties may elect to take appropriate steps to engage only in those activities that completely conform to all applicable U.S. Government approvals, clearances, regulations and export/import licenses. The Parties agree to provide immediate notification to one another if it is or becomes listed on any Excluded or Denied Party List of any agency of the U.S. Government, or if its export privileges are denied, suspended, or revoked by the U.S. Government or any foreign government.

I. ICAMR warrants and represents that foreign nationals shall be granted only limited access, or escorted at all times, only if and to the extent as required by and in accordance with all applicable U.S. laws, including, without limitation, export control laws, regulations, and sanctions, and the National Industrial Security Program Operating Manual (NISPOM), as applicable, unless prior U.S. Government authorization for the release of “technical data”, “defense articles”, “technology” and/or “items” has been obtained.

J. The Parties agree and understand that a Party is neither accountable nor responsible for any violations, infractions, or omissions of any export/import or re-export regulations committed by the other Party, except that ICAMR agrees to fully reimburse UCF and UCFRF for any and all liabilities, penalties, fines, costs, or expenses of UCF and UCFRF, respectively, arising from violation(s), infraction(s), or omission(s) of any export/import or re-export regulation committed by any ICAMR Representative(s).

5.05 FOREIGN CORRUPT PRACTICES ACT. Consistent with the Foreign Corrupt Practices Act enacted by the U.S. Government, the Parties agree that they will not directly or indirectly give, offer, promise, authorize, or tolerate to be given, offered or promised, anything of value to an official, a member of or an employee of the government of any foreign nation or any subdivision or state owned enterprise thereof, or to another person with the intent to (i) influence any official act or decision of such official, member of, or employee, or (ii) induce such official, member of or employee to use his or her influence to affect or influence any act or decision of said government or any subdivision thereof. The term “official, member, or employee of the government of any foreign nation” as used herein applies to any foreign nation in which a Party conducts its business operations or where UCF or ICAMR performs work under this Agreement and the prohibitions set forth herein apply to any political party, any official thereof or any candidate for foreign public office.

5.06 BUILDING SECURITY PLAN. ICAMR shall provide UCF documentation of its registration with the U.S. Department of Commerce, Bureau of Industry and Security, and/or the U.S. Department of State, Directorate of Defense Trade Controls, as appropriate, and shall prepare and provide UCF with a Building Security Plan for the R&D Premises, which Building Security Plan shall include details of compliance with UCF data security policies, Chemical Facility Anti-Terrorism Standards, as applicable pursuant to 6 CFR Part 27, and Hazardous Materials training, as applicable pursuant to 49 CFR 172.704. The Parties agree that the Building Security Plan will: (A) include: (1) at least the subject matter specified under this Agreement as to be included with the Building Security Plan, and (2) for each such subject matter, provisions at least to the extent necessary to meet the requirements of applicable law, and (B) be in accordance with best industry practices.

In addition to the foregoing, if and to the extent that ICAMR intends to accept any contracts or enter into any third party agreements to allow work to be performed in the R&D Center which requires compliance with NIST federal standards, ICAMR agrees that prior to execution of any such contracts or third party agreements, and prior to commencement of any work under any such contract or third party agreement(s), ICAMR and the R&D Center will be compliant with such NIST federal standards, and ICAMR shall indemnify and hold UCF harmless in any action brought, and for any fees or fines levied against UCF by a federal agency, or a contractor of a federal agency, as a result of the non-compliance with the NIST federal standards.

Notwithstanding the foregoing, ICAMR shall work in diligent good faith to achieve R&D Center compliance with the NIST federal standards, proceeding along the same timeline as UCF, such that, as UCF works to achieve UCF main campus compliance with the NIST federal standards, so shall ICAMR work for the R&D Center, and the main campus and the R&D Center shall achieve such compliance at essentially the same time. ICAMR warrants and represents that, until the date of such compliance, no activities shall be conducted in the R&D Center that require such NIST compliance, and after the date of such compliance, the Building Security Plan will be updated accordingly.

5.07 ECONOMIC ESPIONAGE. ICAMR shall, and shall require all Occupants and Invitees and UCF Personnel as specified in Article 5.01(D), to (1) agree to comply with The Economic Espionage Act (EEA) of 1996, 18 U.S.C. §1831-1832, and (2) agree and verify not to target, acquire or misappropriate any trade secret nor any other proprietary or confidential information of UCF for the benefit of any foreign government, foreign instrumentality, foreign agent, or any other third party.

ARTICLE VI
LIMITATION OF LIABILITY, INDEMNIFICATION, AND TAXES

6.01 LIMITATION OF LIABILITY. NOTWITHSTANDING THE PROVISIONS SET FORTH ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SUCH PARTY'S PERMITTED USE, PERFORMANCE OR APPLICATION OF CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY RIGHTS PROVIDED BY THE OTHER (OR ANY THIRD) PARTY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE IMPLEMENTATION OF THIS AGREEMENT, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (SUCH EXCLUDED DAMAGES SHALL INCLUDE BUT SHALL NOT BE LIMITED TO COST OF REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF USE OR LOSS OF DATA, INTERRUPTION OF BUSINESS OR OTHER ECONOMIC LOSS), EXCEPT FOR DAMAGES RESULTING FROM THE BREACH OF ARTICLE V PERTAINING TO EXPORT CONTROL OR OTHERWISE AS SET FORTH HEREIN.

6.02 INDEMNIFICATION. Within the limits of Article 6.01 above, and with respect to UCF and to the extent permitted by law and specifically only to the extent of, and without expansion of, the limited waiver set forth Florida Statute 768.28, each Party ("**Indemnifying Party**") agrees to indemnify and hold harmless the other Party and the other Party's directors, trustees, employees, representatives, and officers (collectively "**Indemnified Parties**") (a) for all liabilities, penalties, costs or expenses that may be imposed upon or incurred by an Indemnified Party from any violation of any obligation in Article V (Export Control) by the other Party, (b) from any legal action brought, including costs and expenses related thereto and direct damages assessed against the Indemnified Parties, resulting from the negligent acts or omissions of Indemnifying Party's Personnel performing any obligation of the Indemnifying Party under this Agreement, and specifically including, without limitation, resulting from any failure of the Indemnifying Party to comply with the obligations set forth in Article V. For purposes of clarity, for the purposes of this Article 6.02, ICAMR Representatives shall be deemed ICAMR Personnel, or otherwise employees of ICAMR.

6.03 MATERIALITY. This Article VI, relating to limitations of liability and indemnification, is a material part of the bargain between the Parties and each Party has, in part, to the extent permitted by law, entered into this Agreement in reliance upon the enforceability of the same. UCF warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF.

6.04 TAXES AND OTHER CHARGES. Except as otherwise set forth herein, each Party shall be solely responsible for the payment and discharge of any taxes and duties relating to any transaction of that Party, its employees, contractors, or agents. For clarity, transactions per-

formed under this Agreement by the ICAMR Representatives are transactions of ICAMR for purposes of this provision. ICAMR shall pay, prior to delinquency, all lawfully imposed taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against Compensation received under or Allowable Costs reimbursed under this Management Services Agreement, or which arises in respect of ICAMR's operation or use of the R&D Premises, or which arises in respect of any third party use of the R&D Premises pursuant to ICAMR's management thereof. If ICAMR fails to pay any of the foregoing before they become delinquent, UCF, after notice to ICAMR, may pay such delinquent taxes, assessments, levies, fees, fines, penalties and governmental charges, and all expenditures and costs incurred thereby shall be payable hereunder by ICAMR to UCF within thirty days after such notice to ICAMR. ICAMR agrees to work in good faith to create a fee structure for third parties granted facility access to the R&D Center to reimburse UCF, for example, for taxes and other surcharges to be paid directly by UCF, or to be reimbursed to Osceola County or another third party, including: (A) all lawfully imposed taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the R&D Premises and any improvements now or hereafter located thereon; (B) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account all customary deductions (e.g., depreciation and interest) relating to the R&D Premises, lawfully imposed or levied upon, assessed against or measured by any rent paid by UCF; and (C) all lawfully imposed taxes and assessments in connection with the R&D Premises.

ARTICLE VII INSURANCE REQUIREMENTS.

7.01 UCF INSURANCE REQUIREMENTS. While this Agreement is in effect, UCF shall:

A. Participate in the State Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Pursuant to this Fund, UCF shall provide and maintain during the Term general liability coverage of \$200,000 each person and \$300,000 each occurrence; workers' compensation insurance to comply with applicable state workers' compensation, occupational disease laws and any rule promulgated thereunder; and fleet automobile liability coverage of \$200,000 per person and \$300,000 per occurrence for general liability and \$10,000 each person/occurrence for personal injury; and

B. maintain General Liability insurance for the R&D Premises, with limits of \$1,000,000 per occurrence and aggregate; and

C. maintain umbrella or excess liability insurance for the R&D Premises, with limits of \$5,000,000 per occurrence and aggregate, and

D. shall furnish evidence of such insurance to ICAMR and TWA, and whenever legally possible, insurance certificates shall name TWA as an insured.

7.02 ICAMR INSURANCE REQUIREMENTS. While this Agreement is in effect, ICAMR shall:

A. maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the R&D Premises, or otherwise arising under this Agreement;

B. maintain umbrella or excess liability insurance;

C. maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

D. maintain appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

E. maintain professional liability insurance and self-insured employment practices liability coverage.

F. The liability insurance referenced above shall be maintained in the following minimum amounts:

1. Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

2. Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

3. Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

4. Workers Compensation

As required by law

5. Professional Liability/Errors & Omissions

\$1,000,000 each occurrence/aggregate – to include entity coverage

6. Crime Coverage

Type: Blanket Crime Bond Limit: \$500,000

G. TWA and UCF shall be named as an additional insured on all available coverages.

H. All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A. M. Best Company of A-7 or better shall be deemed satisfactory. ICAMR shall furnish copies of all policies, coverages, binders or similar documentation of coverage (or any changes thereto) promptly to TWA and to UCF and Osceola County, throughout the term of this Agreement. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF, Osceola County, and TWA thirty days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF, Osceola County, and TWA shall be given 10 days written notice of such proposed action.

I. The terms, exclusions to coverage, and other conditions of the insurance and coverages for General Liability and for Excess or Umbrella Liability shall be submitted by ICAMR to and administratively approved by UCF and TWA, in writing, prior to any binder or agreement to coverage with the insurer, and thereafter prior to any subsequent changes or modifications. Such review by UCF and TWA shall require a written response within 10 business days of a submission delivered to UCF and TWA, which also must be conspicuously marked "*TIME SENSITIVE - Approval or Objection, With Reasons Therefore, is Required Within 10 Business Days of Receipt; or, Acceptance will be Deemed Given by TWA.*" Approval by TWA shall not be unreasonably withheld.

J. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Article, does not constitute a waiver by UCF, Osceola County, or TWA of the obligation by ICAMR to fulfill the insurance requirements specified herein.

7.03 INSURANCE – R&D PARTICIPANTS. To the extent permitted by law, ICAMR shall require all R&D Participants to:

A. maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the R&D Premises, or otherwise arising under this Agreement;

B. maintain umbrella or excess liability insurance;

C. maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

D. maintain appropriate workers' compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

E. maintain professional liability insurance and self-insured employment practices liability coverage.

F. Such liability insurance shall be maintained in the following minimum amounts:

1. Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

2. Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

3. Umbrella or Excess Liability

\$3,000,000 per occurrence and aggregate

4. Workers Compensation

As required by law

5. Professional Liability/Errors & Omissions

\$1,000,000 each occurrence/aggregate – to include entity coverage

6. Crime Coverage

Type: Blanket Crime Bond Limit: \$500,000

G. Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County agree in writing that the undertakings of an R&D Participant on the R&D Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such R&D Participant.

H. All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A. M. Best Company of A-7 or better shall be deemed satisfactory. ICAMR shall furnish evidence of such insurance to UCF and Osceola County. The certificate shall name UCF as an additional insured, and contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

I. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Article, does not constitute a waiver by UCF or Osceola County of the obligation of ICAMR to require the R&D Participant(s) to fulfill the insurance requirements specified herein.

7.04. INSURANCE – CONTRACTORS.

A. To the extent permitted by law, ICAMR shall require all Contractors to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	Over \$2,000,000	\$500,000 to \$2,000,000	\$100,000 to \$500,000	Under \$100,000
Minimum Insurer Rating	A.M. Best – A	A.M. Best – A-	No Require- ment	No Require- ment
Workers’ Compen- sation	\$1M/\$1M/\$1M	\$1M/\$1M/\$1M	\$1M per occur- rence	\$1M per occur- rence
General Liability – Comprehensive	\$1M/\$2M ag- gregate	\$1M/\$2M ag- gregate	\$1M/\$1M ag- gregate	\$1M/\$1M ag- gregate

	Over \$2,000,000	\$500,000 to \$2,000,000	\$100,000 to \$500,000	Under \$100,000
General Liability – Auto, Injury and Property Damage	\$1M each	\$1M each	\$1M Each or Bodily Injury \$300k per per- son and Proper- ty Damage \$100k per acci- dent	\$1M Each or Bodily Injury \$300k per per- son and Proper- ty Damage \$100k per acci- dent
General Liability – Excess Liability	\$10M	<\$750k = \$2M, >\$750k = \$10M	No Require- ment	No Require- ment
General Liability – Completed Opera- tions	\$2M	\$2M	No Require- ment	No Require- ment
General Liability – Owner & Contrac- tor/CM Protective Liability	\$1M/\$2M	\$1M/\$2M	No Require- ment	No Require- ment
General Liability – Contractual Liabil- ity	\$1M/\$2M ag- gregate	\$1M/\$2M ag- gregate	No Require- ment	No Require- ment
Builder’s Risk	To be provided by Contractor	To be provided by Contractor	No Require- ment	No Require- ment

B. Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Contractor on the R&D Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Contractor.

C. All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. ICAMR shall furnish evidence of such insurance to UCF and Osceola County. The certificate shall name UCF as an additional insured, and contain a standard insurance industry statement prohibiting cancellation, termination, or

modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

D. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Article, does not constitute a waiver by UCF or Osceola County of the obligation of ICAMR to require the Contractor(s) to fulfill the insurance requirements specified herein.

7.05. INSURANCE – TRADESMEN AND DESIGNERS.

A. To the extent permitted by law, ICAMR shall require all Tradesmen and Design Professionals to provide insurance in compliance with the following table, based on the aggregate value of the services to be provided:

	Tradesmen	Design Professionals
Minimum Insurer Rating	No Requirement	No Requirement
Workers' Compensation	\$1M per occurrence	\$1M/\$1M/\$1M
General Liability – Comprehensive	\$1M/\$2M aggregate	\$1M/\$2M aggregate
General Liability – Auto, Injury and Property Damage	\$1M Combined Bodily Injury and Property Damage	\$1M Combined Each Accident
General Liability – Excess Liability	\$1M	\$1M
General Liability – Completed Operations	\$1M	\$2M aggregate
Medical Expense	\$5,000	\$5,000
Damage to Rental Premises	\$50,000	No Requirement
Personal and Advertising Injury	\$1M	\$1M
Fire Damage		\$50,000 per fire
Professional Liability	No Requirement	\$1M Claim/Aggregate

B. Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Tradesmen or Design Professional on the R&D Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Tradesmen or Design Professional.

C. All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida, and shall name UCF as an additional insured. ICAMR shall furnish evidence of such insurance to UCF and Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

D. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Article, does not constitute a waiver by UCF or Osceola County of the obligation of ICAMR to require the Tradesman or Design Professional(s) to fulfill the insurance requirements specified herein.

ARTICLE VIII TERM, TERMINATION, AND RENEWAL

8.01 TERM. This Agreement shall become effective on the Effective Date and shall remain in effect for a term of five (5) years.

8.02 TERMINATION. Each Party shall have the right to terminate its obligations under this Agreement for any material breach of this Agreement by the other Party, provided that a thirty (30) days written notice is given to the defaulting Party, and such breach has not been remedied prior to the expiration of such notice and cure period.

A. Each Party shall have the right to immediately terminate this Agreement in the event that the other Party:

1. ceases to carry on business in the normal course;

2. becomes insolvent, makes a general assignment for the benefit of its creditors, is subject to or permits the appointment of a receiver or a manager for its business assets or avails itself; or

3. becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to its insolvency or protection of the rights of creditors.

B. Each Party commits to duly inform the other Party in writing and without delay of any event, described in this Article 8.02, which has occurred or can reasonably be expected to occur.

C. Upon termination or expiration of this Agreement, ICAMR shall cease all Services for the R&D Center, leaving same in good order and repair, providing UCF a refund for any prepaid Services and/or costs.

8.03 RENEWAL. At the end of the term, unless otherwise terminated, this Agreement may be renewed for another five (5) year term by request of either Party upon sixty (60) days advance notice to the other Party, and written agreement of both Parties.

ARTICLE IX DISPUTE RESOLUTION

9.01 It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation; therefore, the Parties agree that whenever any Party cannot resolve an issue with the other Party, the affected Parties will engage in the alternative dispute resolution process described below prior to resorting to litigation.

A. Either Party may initiate the dispute resolution process by providing written notice to the other Party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

B. If discussions between the Parties fail to resolve the dispute within thirty calendar days of the notice described in the foregoing Article 9.01(A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. The mediation contemplated by this Article is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

C. If the Parties are unable to reach a mediated settlement within sixty (60) calendar days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Party. In such event, any Party may initiate litigation within thirty calendar days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the thirty (30) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Nothing contained herein shall be construed or interpreted as (a) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (b) the consent of the State of Florida or its agents or agencies to be sued, or (c) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE X GENERAL PROVISIONS

10.01 REMEDIES CUMULATIVE. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

10.02 ASSIGNMENT. Neither Party shall be permitted to assign, nor transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be withheld unreasonably. No such assignment shall be made without the prior written consent of the United States Department of Commerce, Economic Development Administration ("EDA"). ICAMR shall have no right to lease or sublease the R&D Center. The foregoing shall not be construed to prohibit R&D Center use agreements entered in the ordinary course of operating the R&D Center.

10.03 TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement.

10.04 EXTENSION OF TIME PERIODS. In the event that the last day of any period of time on any date specified in this Agreement shall fall on a weekend or legal holiday, or any day when either Party's banks or governmental offices are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices and banks are open.

10.05 NON-WAIVER. The failure of any Party to insist upon another Party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

10.06 COUNTERPARTS. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

10.07 ENTIRE AGREEMENT. This Agreement, including its Appendices which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

10.08 FORCE MAJEURE. Neither Party shall be responsible for any delay in the performance of its tasks under this Agreement, occurring from circumstances beyond its reasonable control, including but not limited to governmental orders or restrictions, acts of God, wars, strikes, fires and/or floods, etc. Each Party shall keep each other informed of any delays of such type and shall use their reasonable efforts to minimize and mitigate the effect of such delays.

10.9 SURVIVABILITY. The obligations under the articles related confidentiality, warranty, liability, export compliance, dispute resolution and all other rights and obligations which by their terms are intended to survive the termination of this Agreement and this article shall survive the termination or expiration of this Agreement.

10.10 BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto; provided however, that the Agreement shall not inure to the benefit of any assignee of either Party pursuant to an assignment which is not in compliance with the terms of the Agreement, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against UCF that would otherwise be barred under the doctrine of sovereign immunity or operation of law.

10.11 AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by authorized representatives of both Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

10.12 NOTICES TO PARTIES. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery addressed as follows, or (C) through the United

States Mail, postage prepaid, certified mail, return-receipt requested, or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To UCF: Vice President for Research and Dean of College of Graduate Studies
4365 Andromeda Loop N.
Millican Hall, Room 260
Orlando, FL 32816
Phone: (407) 823-5538
Fax: (407) 882-1156

With a copy to: Vice President and General Counsel
4365 Andromeda Loop N.
Millican Hall, Room 360
Orlando, FL 32816
Phone: (407) 823-2482
Fax: (407) 823-6155

To ICAMR: Attention: Chief Executive Officer
200 NeoCity Way.
Kissimmee, FL 34744
Phone: (407)742-4254
Fax: (407) 742-3291

With a copy to: Attention: Chief Operating Officer
200 NeoCity Way
Kissimmee, FL 34744
Phone: (407)742-4254
Fax: (407) 742-3291

To UCFRF: Attention: Kim Smith
Director and Chief Operating Officer
12201 Research Parkway, Ste. 501
Orlando, FL 32826
Phone: (407) 823-3062
Fax: (407) 823-3299

Either Party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any no-

tice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

10.13 SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

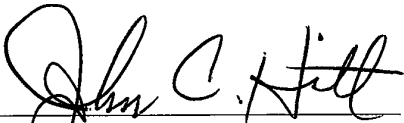
10.14 GOVERNING LAW. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement without regard to its choice of law principles. The Parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within the state courts of Florida in Orange County, or the United States District Court for the Middle District of Florida, Orlando Division. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

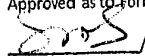
10.15 LITIGATION. The Parties acknowledge the Dispute Resolution procedures as outlined in Article IX hereof. In the event that litigation does arise not otherwise dispensed with according to Article IX, each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any Party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any Party hereto may file a copy of this Agreement with any court as conclusive evidence of the consent of the Parties hereto to the waiver of any right they may have to trial by jury.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

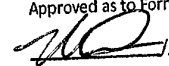
By: 
John C. Hitt, Ph.D., President
Date: 10/24/17

Approved as to Form and Legality
 10/23/2017

ICAMR INC.

By: 
Name: Chester Randall
Title: CEO BRIDG
Address: _____

Phone: _____
Email: _____
Date: _____

Approved as to Form and Legality
 10/23/17

APPENDIX A

In addition to the Services set forth in the Agreement, ICAMR will perform the Services set forth below at the R&D Premises:

A. **Consortium Programs** - ICAMR will manage consortium programs occurring at the R&D Center for the Purpose, in accordance with the terms of this Management Services Agreement, and to accelerate the industry development of advanced technologies and foster the creation of jobs and economic improvement for Osceola County. The Parties understand and agree that while management of consortium activity at the R&D Center does constitute the performance of Services hereunder, to the extent that ICAMR performs other general business activity of ICAMR, as a 501(c)(6), and non-profit corporation of the State of Florida, such activity is excluded from the definition of Services hereunder and shall be at the sole expense of ICAMR.

Notwithstanding the foregoing, the Parties understand and agree that the Purpose set forth in this Agreement is intended and will be best achieved through successful consortium programs at the R&D Center. Accordingly, in addition to the delivery of Services related to management of consortium programs at the R&D Center, to facilitate UCF's strategic planning in order to meet its obligations to Osceola County under the Lease Agreement, ICAMR will provide a report to UCF, at least annually, regarding ICAMR's performance milestones, set forth in **Appendix D**.

B. **Plant Operations and Maintenance** - ICAMR shall provide all plant operation and maintenance services at the R&D Center, in cooperation with UCF. See **Appendix A-1** for a listing of services which UCF is permitted to reimburse ICAMR from PO&M funds, if available. As set forth in this Agreement, all work performed on the R&D Center, whether by Contractor, Tradesman, Design Professional, ICAMR Representative, or ICAMR employees, shall be identified and fully documented in the CMMS.

- a) **Deferred maintenance** – The R&D Center shall be a part of the UCF Facility Condition Assessment three year cycle, overseen by UCF F&S. The deferred maintenance identified shall be entered into the CMMS for funding and execution management. Work will be identified through a priority based matrix index.
- b) **Preventative maintenance and associated repairs** – ICAMR shall maintain R&D Center in accordance with local and state codes and regulations, industry best practices, and state statues. The R&D Center shall have preventative maintenance performed at the set frequencies and priorities established by UCF F&S. Preventative maintenance shall include plumbing, lighting, HVAC, electrical, life safety, fire, elevators, utility service lines from the university's point of demarcation, indoor air quality, building envelopes, and structural systems.

- c) **Annual reports** - UCF F&S shall provide to ICAMR annual reports from the CMMS covering the following items totaled and trended for the twelve month period: phases created vs completed, average time to complete phases by priority, preventative vs. corrective work, and preventative maintenance completion rates.
- d) **Inspections** – The R&D Center shall be available for compliance inspection by F&S at any and all times, subject to access requirements under the Building Security Plan, to ensure the assets are being maintained and all work performed on the assets is documented in CMMS. Failure to perform the necessary maintenance, inspections and repairs at the frequencies established by F&S may necessitate a change in this Agreement.
- e) **On call, emergencies, and special events** are the responsibility of ICAMR. F&S will be available on an as needed basis, except for indoor air quality issues; additional charges shall apply. Contact UCF F&S Work Control Center at 407-823-5223.
- f) **Signage** - ICAMR shall notify UCF pertaining to the sales, lease, placement, size, form and content of all exterior and interior signage to be located at the R&D Premises, (i) which shall be subject to compliance with all applicable laws and regulations, (ii) for which the Parties shall work together in good faith to define a budget and confirm source funds, and (iii) all signage shall be purchased, installed, maintained and, if necessary, replaced by ICAMR according to the agreed upon terms.

”

Appendix A-1
PO&M Services

The following list does not limit or otherwise define parameters of ICAMR's obligations under this Agreement, but is to clarify the categories of services that may be included within the Services to be performed by ICAMR that are permitted to be reimbursed with PO&M funds (if any):

1. Preliminary structural inspection
2. Backflow preventers – responsible for the building's main exterior potable backflow preventer to include preventative maintenance and regulatory testing
3. Lift station
4. Repair and replacements of bollards
5. Building Automation Systems – Equipment controllers, ancillary sensors and actuators, low voltage wiring, controls components, software and programming. Also any replacement or revitalization of the building automation systems including pneumatic controls.
6. Repair of built-in cabinets in public areas, including locks
7. Hard ceilings, ceiling tiles and ceiling grid
8. Chilled water – lines to the main shutoff valve or meter connected to the building, chilled water treatment, chilled water production facilities, chilled water storage facilities
9. Cleaning –
 - a. basic cleaning of public areas, restrooms and offices.
 - b. any custodial customer service time
 - c. cleaning, including annual pressure washing, of hardscapes
 - d. removal of blood borne pathogens from hardscape 10' form building
10. Replacement of concrete curbing on roadways and non-roadways for any curbing that is connected to the building or within 5-10 feet of the loading dock
11. Condensate lines to just the inside of the building wall (point of service)
12. Doors –
 - a. Doors, locks, closures and related hardware, including handicap accessibility
 - b. General door hardware
13. Electrical -
 - a. Power to rooms and general lighting
 - b. Electric door openers for handicap accessibility
 - c. General outdoor lighting, security and spotlighting
 - d. Monthly testing and inspection
 - e. Annual 90 minute battery test
 - f. Maintenance and annual load bank test of generators
14. Electric Service – High voltage switch gear, cables and conduits and primary transformers to low voltage connection of a building transformer. If no building transformer exists, point of service shall be at the main building disconnect.

15. Elevator systems, including phones in elevator cars and inspections
16. Interior Lighting - maintenance and repair to interior lighting
17. Exterior lighting – maintenance and repair to exterior lighting attached to the building
18. Exterior signage – maintenance of plaques and other memorials, general directional street and traffic control signage attached to the building
19. Exterior walls/window washing – pressure washing for building exterior and windows
20. Guardrails –
 - a. Erection, maintenance, repairs, replacement of gates, handrails, and posts, but not including electric or automated gate operators
 - b. Railings adjacent to hardscape
21. Fire Protection –
 - a. Fire alarm systems and fire safety equipment, including lights and exit lighting
 - b. Fire systems backflow preventer
 - c. Sprinklers and standpipes
 - d. Fire extinguishers
 - e. All required annual inspection, testing and certification
22. Flags –
 - a. Raising and lowering, as required
 - b. Replacement of flags
23. Floors –
 - a. Maintenance and cleaning of carpet and tile in public area
 - b. Cleaning and replacement of walk-off mats
24. Exterior and interior drinking fountains
25. Recycling bins for internal spaces, desk recycling and mini waste cans for offices
26. Minor repair of mail sorting bins
27. General maintenance of grass and turf area, including beds and trees
28. Heating, Ventilation, and Air Conditioning –
 - a. Split A/C units, which includes repair and replacement
 - b. Centralized air handler units
 - c. Air cooled chillers
29. Inspections on boilers, elevators, and emergency generators, including water testing, to ensure compliance with various safety and health regulations
30. Interior Signage in public areas for identification purposes
31. Irrigation and Reclaimed Water
 - a. Irrigation repair and maintenance
 - b. Maintenance of reclaimed distribution supply booster pump stations
32. Loading Docks –
 - a. Bumpers
 - b. Sump pumps
 - c. Mechanical dock levelers
33. Meters and associated equipment, such as current transducers and potential transformers

34. Natural gas service, including lines and valves and regulators after the building connection
35. Painting – as needed in common areas
36. Pest Control –
 - a. Pest control: wasps, bees, ants, etc.
 - b. Interior live and dead animals
 - c. Exterior live and dead animals
37. Plumbing –
 - a. Restrooms, water fountains, floor drains, sanitary sewers, water to rooms and other general plumbing needs
 - b. Sinks in labs and offices
 - c. Eye washes and safety showers
 - d. Water lines in labs from shut-off to point of use (visible from outside the walls), including de-ionized water pipes
38. Potable Water –
 - a. Lines after the main shut-off valve or meter connected to the building or group of buildings
 - b. Post indicator valve: PIV operators and accessories (above ground)
39. Refuse Disposal –
 - a. Basic refuse disposal and container maintenance
 - b. Recycling services
40. Roof –
 - a. Roof replacement
 - b. Roof maintenance
 - c. Roof cleaning
 - d. Infrared roof scan services
41. Sanitary Sewer – Distribution lines to the first isolation valve to the building
42. Stairs – maintenance and cleaning of stairs and handicap ramp/lifts
43. Steam – Boilers, pumps, valves, and piping
44. Stormwater –
 - a. Lines to 5 feet outside the building wall (point of service)
 - b. Perimeter tiles and roof drains, including surface drainage
45. Tanks –
 - a. Acid tanks
 - b. Fuel tanks, including backup generators
 - c. Inspections
46. Telecommunications –
 - a. Fire alarm and fire safety equipment communications
 - b. Building elevator phone: installation, telecom connection fees and monthly charges
47. Testing –

- a. Localized testing in-building water quality per FDEP requirements
 - b. Indoor air quality
48. Repairs or graffiti removal from general buildings, light poles, handrails, and signage

Appendix C – ICAMR Procurement Guidelines

Appendix D

ICAMR Milestones

ICAMR shall submit a draft of proposed ICAMR milestones, and proposed dates of achievement for each such milestone, to the UCF VPR with thirty (30) days of the execution of this Agreement, and UCF and ICAMR shall negotiate in good faith to define ICAMR milestones within thirty (30) days following the receipt of the draft, whereupon this Appendix D will be modified no later than sixty (60) days following execution of the Agreement to specify and incorporate specific ICAMR milestones.

Appendix E

CMMS Services

Employee	Burdened Cost	Bridg CMMS/Process Support	Total Bridg Cost	Frequency A - Annu- al I - One time
Associate Director	\$152,743	5%	\$7,637	A
Database Manger	\$115,731	5%	\$5,787	A
Sr. Facilities Engineer	\$103,334	5%	\$5,167	A
Process Engineer	\$67,088	5%	\$3,354	A
PM Engineer	\$77,068	5%	\$3,853	A
Asset Configuration Control	\$65,596	5%	\$3,280	A
CMMS Maintenance & Upgrades	\$115,000	1%	\$1,150	A
Initial training and CMMS implementation	\$696,560	7%	\$48,759	I
Total One time cost for the first year			\$78,987	I
Total Recurring Cost Year 2 and beyond			\$30,228	A

Appendix F
Exceptions to Policies and Procedures

The Parties agree that the following F&S Standards shall not apply to ICAMR in the performance of Services under this Agreement:

Facilities & Safety

Policies

Basic and Additional Services for Major and Minor Projects [FSP 2017 FS0013]

Conflict of Interest in Vendor Selection Process [FSP 2017 FS0010]

Electronic Approvals

Facilities & Safety Attendance Policy for Non-Exempt and OPS Employees [FSP 2016 FS0008]

Facilities & Safety Policy on Eligibility for Rehire [FSP 2017 FS0012]

Facilities and Safety Theft Policy [FSP 2013 FS0004]

UCF Reflecting Pond [FSP 2017 FS0009]

Procedures

Building Program Development - Capital Projects Procedure [FS 2016 FS0019]

Building Start-up Construction Funds Procedure [FS 2013 FS0009]

Evaluations of Firms under Contract with the University of Central Florida [FS 2016 FS0018]

Facilities and Safety Car Pool Procedure [FS 2012 FS0004]

Facilities and Safety Employee Electronic Access to UCF Buildings [FS 2012 FS0005]

Facilities and Safety Websites [FS 2017 FS0023]

FO Housing / UCF Convocation Corporation / U&ES Division of Responsibility Procedure [FS 2015 FS0016]

GCQuotes [FSP 2015 FS0014]

IT Expense Allocation Procedure [FS 2015 FS0015]

Liquidated Damages [FS 2016 FS0020]

Mass E-mail Request Procedure [FSP 2015 FS0012]

Procedure for Determining when actions are Facilities Improvements, Repairs, or Special Projects[FS 2013 FS0007]

Response Plan for Emergencies- All Hours [FS 2015 FS0013]

Substantial and Final Completion [FS 2016 FS0021]

To-Do-List Procedure [FS 2012 FS0003]

Training [FS 2012 FS0006]

Environmental Health and Safety

Policies

Institutional Safety Council Charter [EHS 003-13]

Procedures

Tent and Temporary Structure Permit Procedure [FS 2014 EHS0011]

Facilities Operations

Policies

Green Cleaning Policy [FSP 2017 FO0012]

Procedures

After-Hours and Weekend Housekeeping Services [FS 2012 FO0001]

Facilities and Safety Safety Committee Procedure [FS 2013 FO0004]

Facilities & Safety Shared Fleet Vehicle Procedure [FS 2013 FO0003]

Facilities and Safety Training Procedure [FS 2013 FO0005]

Facilities and Safety Sustainable Purchasing Procedure [FS 2013 FO0006]

Facilities Planning & Construction

Policies

Award of Projects to Continuing Service Contractors Selected through a Qualifications Basis [FSP 2015 FPC0008]

Crime Prevention Through Environmental Design [FSP 2012 FPC0002]

Limitations on Authority in regard to Project Management Direction [FSP 2012 FPC0004]

University Master Planning Committee Policy for Electronic Vote [FSP 2012 FPC0001]

Procedures

Best Value Contracting Method [FS 2013 FPC0010]

Builders Risk Procedure for Major Construction Projects [FS 2013 FPC0012]

Building Program Development-Capital Projects Procedure (rescinded)

Facilities Improvements Requests for Privately Owned Greek House Corporations Only [FS 2012 FPC0004]

Facilities Planning and Construction Financial Procedures [FS 2016 FPC0021]

Facilities Planning and Construction Selection Procedures [FS 2016 FPC0020]

Major and Minor Design Workshop Procedure [FS 2013 FPC0013]

Procedure for the Design, Procurement, & Installation [FS 2013 FPC0016]

Process for Advertisement and Selection of

Design Professionals and Construction Firms [FS 2017 FPC0022]

Project Management Performance Standard [FS 2013 FPC0017]

Revising the UCF Design, Construction, and Renovation Standards [FS 2013 FPC0014]

UCF Soils Stock Site Procedure [FS 2012 FPC0007]

Use of the UCF Standards regarding Exemptions and Change Orders [FS 2011 FPC0005]

Landscape and Natural Resources

Procedures

Compliance and Regulatory Requirements Procedure [FSP 2012 LNR0001]

Resource Management

Policies

Archived E-mail [FSP 2012 RM0003]

Children in the Workplace at Facilities and Safety [FSP 2012 RM0006]

Direct Owner Purchase Program (DOP) for Major and Minor Construction Policy [FSP 2013 RM0011]

Facilities and Safety Leave Policy [FSP 2012 RM0005]

Facilities and Safety Vehicle and Drivers License Policy [FSP 2012 RM0008]

Management of Construction Funding - PECO, Courtelis, Bond and Donations [FSP 2012 RM0001]

Purchasing Policy [FSP 2013 RM0012]

Work Schedule [FSP 2012 RM0007]

Procedures

179D Energy Savings Rebate [FS 2012 RM0010]

Direct Owner Purchase Program (DOP) for Major and Minor Construction Procedure [FS 2013 RM0018]

ID Transfer Documentation [FS 2012 RM0001]

Facilities and Safety Event Calendar Procedure [FSP 2012 RM0007]

Facilities and Safety Phone Procedure [FS 2012 RM0013]

Facilities & Safety Personnel File Procedures [FS 2013 RM0006]

Furnishings & Equipment Approval Procedure [FS 2013 RM0007]

Management of Project Funds Subject to Reversion [FS 2012 RM0002]

Notification Procedure for Projects Funded by Utilities Infrastructure and Minor Projects Funds [FS 2012 RM0003]

Report of Potential Conflict of Interest, Outside Activity/Employment for A&P or USPS [FS 2012 RM0014]

Taggable Assets Procurement Procedures for Facilities and Safety Projects [FS 2013 RM0019]

Transfer of Furnishings or Equipment Purchased with Building Funds [FS 2012 RM0008]

Utilities and Energy Services

Policies

Reflecting Pond Facilities Event Support Rates [FS 2017 UES0002]

Procedures

Division of Responsibility [FS 2015 UES0002]

AMENDMENT #1
To
Management Services Agreement
Between
University of Central Florida Board of Trustees
And
ICAMR, Inc.

ICAMR, Inc. ("ICAMR") and the University of Central Florida Board of Trustees ("UCF") hereby agree to the following modification to their Management Services Agreement (MSA), pursuant to the terms of Article 10.11.

Appendix D is hereby replaced in its entirety with the attached document entitled:


December 1, 2017
UCF – BRIDG Management Services Agreement
Milestones/Appendix D

The above referenced modification is hereby incorporated into the MSA. Only the articles, paragraphs, and sections referenced herein are modified, and all other provisions of the MSA remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the MSA on the dates set forth below, and with understanding and agreement that the amendments set forth herein are effective as of 12-1-17.

University of Central Florida
Board of Trustees

ICAMR, Inc.

By: 
Date: 4/15/2018

By: 
Date: 4-20-18



200 NeoCity Way
NeoCity, FL 34744
(407) 742-4253
GoBRIDG.com

Bridging the Innovation Development Gap

December 1, 2017

UCF – BRIDG Management Services Agreement

Milestones / Appendix D

Dependencies:

- Substantial Completion of Facility on 9/25/17
- State Funding in support of BRIDG Infrastructure and Operations
 - \$8M/Year for BRIDG Operations via transfer from UCF annual state budget
 - \$50M for Tools Through FY20/21 (\$10M/year for 5 years)
 - \$1.2M/Year in POM funding for Plant Operations and Maintenance

Milestone	FY17/18 Goal	FY18/19 Goal	FY19/20 Goal
Business Growth			
UCF Funding Support / Ops	\$4M (Flex)	\$0	\$0
State Funding / Ops	\$7.5M Actual	\$8M	\$8M
State Funding / Tools	\$2M Actual	\$10M	\$10M
Industry/USG Revenue - Booked	\$2M	\$10M	\$17M
Annual Operating Cost	\$14.8M	\$18M	\$25M
New Contracts Initiated	3	5	10
County Tools Installed & Qualified	By June 2018		
FY16/17 State Tools Installed & Qualified	By June 2018		
FY17/18 State Tools Installed & Qualified	By June 2018		
FY18/19 State Tools Installed & Qualified		By June 2019	
FY19/20 State Tools Installed & Qualified			By June 2020
Governance			
Board of Directors – Meetings	6/yr Minimum	4/yr Minimum	4/yr Minimum
Board of Directors – Committees Established (Audit/Finance and Technology)	By March 2018		



200 NeoCity Way
NeoCity, FL 34744
(407) 742-4253
GoBRIDG.com

Bridging the Innovation Development Gap

Milestone	FY17/18 Goal	FY18/19 Goal	FY19/20 Goal
Board of Directors – Committee Meetings (ea)	2/yr Minimum	4/yr Minimum	4/yr Minimum
Board of Directors –Minimum Members from Industry (Total)	2	3	5
Advisory Board	<ul style="list-style-type: none"> • Technical Advisory Board (TAB) Est. by Sept 2017 • TAB meets 2 times/yr • Business Advisory Board (BAB) Est by Sept 2017 • BAB meets 2 times/yr • AB Report to BOD NLT June 2018 	<ul style="list-style-type: none"> • TAB meets 2 times/yr • BAB meets 2 times/yr • AB Report to BOD NLT June 2019 	<ul style="list-style-type: none"> • TAB meets 2 times/yr • BAB meets 2 times/yr • AB Report to BOD NLT June 2020
Research / Conferences			
Master Research Agreement with UCF Executed	By February 2018		
New Projects with UCF Researchers	2	4	6
New Projects with Other Universities	1	2	3
Conference Presentations / Papers by BRIDG	1	2	4
Conference Exhibits	4	4	4



Bridging the Innovation Development Gap

200 NeoCity Way
 NeoCity, FL 34744
 (407) 742-4253
 GoBRIDG.com

Milestone	FY17/18 Goal	FY18/19 Goal	FY19/20 Goal
Workforce Development			
SEMI- HTU	<ul style="list-style-type: none"> Establish Program By December 2017 First 2 Programs by December 2017 	<ul style="list-style-type: none"> 2 programs by August 2019 	<ul style="list-style-type: none"> 2 programs by August 2020
Support Demonstration High School at NeoCity	TBD	TBD	TBD
BRIDG Opportunities for Students (college interns)	<ul style="list-style-type: none"> Establish Program by August 2017 4 students by December 2017 	<ul style="list-style-type: none"> 6 students 	<ul style="list-style-type: none"> 8 students
Community Engagement			
Local non-profit Board Participation by BRIDG Leadership	2	4	6
Community Events Attended	12	18	24
Community Events Sponsored	4	6	8

Attachment E

**AMENDED AND RESTATED
FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
DEVELOPMENT AGREEMENT**

By and Between

OSCEOLA COUNTY, FLORIDA

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

joined for limited purposes by

Florida High Tech Corridor Council, Inc.

TABLE OF CONTENTS

PAGE

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.01.	RECITALS	4
SECTION 1.02.	DEFINITIONS	4
SECTION 1.03.	INTERPRETATION	7
SECTION 1.04.	SECTION HEADINGS	8

ARTICLE II

REPRESENTATIONS

SECTION 2.01.	REPRESENTATIONS OF OSCEOLA COUNTY	9
SECTION 2.02.	REPRESENTATIONS OF UCF	10
SECTION 2.03.	REPRESENTATIONS OF FHTCC	11

ARTICLE III

PLAN OF FINANCE

SECTION 3.01.	PROJECT BUDGET	12
SECTION 3.02.	PREOPENING FUNDS	13
SECTION 3.03.	PROJECT FUNDING	13
SECTION 3.04.	ISSUANCE OF SALES TAX BONDS	13
SECTION 3.05.	OPERATING FUNDS	13

ARTICLE IV

RESEARCH CENTER

SECTION 4.01.	PREOPENING SERVICES	14
SECTION 4.02.	DESIGN AND CONSTRUCTION	15
SECTION 4.03.	ACQUISITION AND INSTALLATION OF TOOLS	16
SECTION 4.04.	SUBSTANTIAL COMPLETION	17
SECTION 4.05.	MANAGEMENT SERVICES AGREEMENT	17
SECTION 4.06.	LEASE AGREEMENT	17
SECTION 4.07.	RESEARCH SUPPORT	18

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01.	CONTIGUOUS DEVELOPMENT AREA	19
SECTION 5.02.	PUBLIC RECORDS	19
SECTION 5.03.	DISPUTE RESOLUTION	19

SECTION 5.04.	ASSIGNMENT	21
SECTION 5.05.	PROFESSIONAL FEES	21
SECTION 5.06.	TIME OF THE ESSENCE	21
SECTION 5.07.	NO JOINT VENTURE	21
SECTION 5.08.	NON-WAIVER	21
SECTION 5.09.	COUNTERPARTS.....	21
SECTION 5.10.	ENTIRE AGREEMENT	21
SECTION 5.11.	BINDING EFFECT.....	21
SECTION 5.12.	AMENDMENTS AND WAIVERS	21
SECTION 5.13.	NOTICES TO PARTIES.....	22
SECTION 5.14.	JOINDER BY FHTCC	23
SECTION 5.15.	SEVERABILITY	23
SECTION 5.16.	GOVERNING LAW AND VENUE	23

APPENDIX A	DESCRIPTION OF CONTIGUOUS DEVELOPMENT AREA
APPENDIX B	FORM OF LEASE AGREEMENT

**AMENDED AND RESTATED
FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER DEVELOPMENT AGREEMENT (this "Restated Development Agreement") is made and entered into as of July 20, 2017, by and between Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County") and the University of Central Florida Board of Trustees ("UCF"), and joined for limited purposes by Florida High Tech Corridor Council, Inc., a Florida nonprofit corporation ("FHTCC"). Osceola County and UCF are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Osceola County seeks to aggressively stimulate economic growth within its jurisdiction by, among other things, promoting the diversification of the Osceola County economy by growing high-wage and high-value added employment opportunities, and especially by growing certain targeted high-value added industries to Osceola County in order to provide a stronger, more balanced, and stable economy; and

WHEREAS, Osceola County's adopted Strategic Plan specifically recognizes the importance of higher education, job diversification and increasing the median income for its citizens; and

WHEREAS, Osceola County believes that local government should support economic growth by providing an incentive for employment opportunities that will lead to the improvement of the quality of life of the residents of Osceola County and the positive expansion of the economy; and

WHEREAS, UCF is a research and educational institution that collaborates for the advancement of research, education, and training opportunities and is supported by the University of Central Florida Research Foundation, Inc. ("UCFRF"); and

WHEREAS, UCFRF is a non-profit corporation of the State of Florida, a direct support organization within the definition of Section 1004.28, Florida Statutes, and an instrumentality of UCF, operated exclusively to receive, hold, invest in, and administer property, including both real property and intellectual property, to make expenditures to or for the benefit of UCF, and to promote, encourage, and assist research and development activities of UCF, including the development of research and buildings for such research activities, and to engage in complementary activities, including business incubation, joint research activities with industry, and business development activities for the benefit of UCF, the Central Florida region, and the State of Florida; and

WHEREAS, FHTCC is a nonprofit corporation of the State of Florida and a regional economic development initiative of UCF, the University of South Florida and the University of

Florida, whose mission is to grow high tech industry and innovation through partnerships that support research, marketing, workforce and entrepreneurship; and

WHEREAS, the Parties recognize the impending expansion of the advanced sensor device market and other advanced manufacturing opportunities, and that the absence of an intentional industry collaborative center coupled with this fast growing and dynamic sector of the technology economy, presents a unique and time sensitive opportunity to achieve broad scale economic impact, a top priority in Osceola County's Strategic Plan; and

WHEREAS, the Parties have entered into the Florida Advanced Manufacturing Research Center Development Agreement as of August 25, 2014 (the "Original Development Agreement") for the purpose of constructing and operating a center for technology research and development (the "R&D Center") which will further the research mission of UCF, promote economic diversification, high-technology research and innovation, and foster a vibrant advanced sensor and other advanced manufacturing industry in Osceola County; and

WHEREAS, the R&D Center is expected to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs; and

WHEREAS, development of the R&D Center can benefit the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County; and

WHEREAS, Osceola County currently owns a 165-acre parcel of property, 20 acres of which will be utilized for development of the R&D Center and the balance of which will be reserved to foster an advanced manufacturing industry cluster; and

WHEREAS, the Original Development Agreement provided for construction of a two-story shell building of approximately 100,000 square feet (50,000 square feet per level), a partial build-out of the shell building and associated site work; and

WHEREAS, following execution of the Original Development Agreement, Osceola County issued its Sales Tax Revenue Bonds, Series 2015A, which together with an additional \$10,000,000 contribution from other lawfully available funds, provided a \$76,000,000 deposit to the Construction Fund (as hereinafter defined) for the R&D Center, for a full build-out of the shell building and a portion of the building systems; and

WHEREAS, Osceola County has subsequently contributed an additional \$10,000,000 from other lawfully available funds to cover additional costs related to a full build-out of the shell building; and

WHEREAS, the Parties desire to amend and restate the Original Development Agreement in its entirety to reflect a full build-out of the shell building and make certain other changes in connection therewith;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt and sufficiency of which are hereby

acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS. The Parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Restated Development Agreement.

SECTION 1.02. DEFINITIONS. As used in this Restated Development Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Advanced Treatment Building" means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

"Advanced Treatment Equipment" means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

"Advanced Treatment Facilities" means the Advanced Treatment Building and the Advanced Treatment Equipment.

"Authorized Consortium Representative" means the person designated by the Consortium to participate in the preopening planning for and design of the R&D Center.

"Authorized County Representative" means the person appointed by Osceola County pursuant to Section 4.02(B) hereof.

"Authorized UCF Representative" means the person appointed by UCF pursuant to Section 4.02(B) hereof.

"AWNS" means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

"AWNS Main" means a specialty post-process water main which shall run from a point outside of the R&D Center Building to the AWNS.

"Bond Issuance Date" means March 26, 2015, the date on which the Sales Tax Bonds were delivered pursuant to the Bond Purchase Agreement and the proceeds of the Sales Tax Bonds became available for design and construction of the R&D Center.

"Bond Purchase Agreement" means the agreement pursuant to which Osceola County agrees to deliver the Sales Tax Bonds against payment therefore by the purchaser or underwriter thereof.

"Bond Resolution" means the Sales Tax Revenue Refunding Bond Resolution adopted by Osceola County County's Board of Commissioners on December 16, 1993, as amended and supplemented.

"Building Budget" means the amount specified in Section 3.01(A)(1) hereof for design and construction of the R&D Building and associated site work.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations proposed or in effect with respect thereto.

"Consortium" means ICAMR, Inc., a Florida nonprofit corporation formed by UCFRF to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

"Construction Documents" means construction documents prepared pursuant to Section 4.02 hereof for any component of the R&D Center.

"Construction Fund" means "The Osceola County, Florida, Sales Tax Revenue Bonds Construction Fund" created pursuant to the Bond Resolution.

"Contiguous Development Area" means approximately 145 acres of property contiguous to the R&D Center Site that is owned by Osceola County and more particularly described in Appendix A.

"Design-Builder" means the "design-build firm" (as defined in section 287.055(2)(h), Florida Statutes) be selected by Osceola County in accordance with its adopted policies and procedures.

"Design Documents" means the design documents for the R&D Center – *100% Signed and Sealed Construction Documents Issued for Permit – Revision 5 dated 3/11/16* as further clarified by Skanska USA Building, Inc. Notice Memorandum 013 dated 3/15/17 and prepared by HOK pursuant to the Agreement for Design Build Services between Osceola County and Skanska USA Building, Inc., which are hereby incorporated herein in their entirety by this reference thereto.

"FHTCC" means Florida High Tech Corridor Council, Inc., a Florida nonprofit corporation.

"Final Completion" means the stage of construction described in Section 10.8 of the General Conditions.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period prescribed by law as the fiscal year for Osceola County.

"Flex Budget" means the amount specified in Section 3.01(A)(3) hereof, that can be applied to design and construction of the R&D Building and associated site work, acquisition and installation of Tools or Other Project Cost.

"General Conditions" means the Design-Build General Terms and Conditions applicable to the Agreement for Design Build Services between Osceola County and the Design-Builder of the R&D Center.

"KUA" means the Kissimmee Utility Authority, a public body corporate and politic, duly organized and legally existing as part of the government of the City of Kissimmee under the Constitution and laws of the State of Florida, particularly the Charter of the City.

"Lease Agreement" means the Florida Advanced Manufacturing Research Center Lease Agreement between Osceola County and UCF, to be entered into following completion of the R&D Center in substantially the form attached hereto as Appendix B.

"Management Services Agreement" means a management contract between UCF and the Consortium, pursuant to which the Consortium will manage and operate the R&D Center.

"Osceola County" means Osceola County, a charter county and political subdivision of the State of Florida.

"Other Project Cost" means personnel cost, travel expenses, supplies (including but not limited to specialized gasses and routine tools) associated with the design, construction and operation of the R&D Center. The term "Other Project Cost" does not include PO&M Cost or the cost of acquiring and installing Tools.

"Parties" means Osceola County, UCF and their respective permitted successors and assigns.

"PO&M Cost" means the cost of operation and maintenance of the R&D Center. The term "PO&M Cost" does not include Other Project Cost or the cost of acquiring and installing Tools.

"Preopening Services" means the duties specified in Section 4.01 hereof.

"Project Budget" means the Building Budget, the Tool Budget and the Flex Budget, as set forth in Section 3.01(A) hereof.

"Punch List" means the list of minor items to be completed and deficiencies to be corrected after the R&D Center reaches Substantial Completion.

"R&D Building" means a two-story, approximately 100,000 square foot building (50,000 square feet per level), as more specifically described in the Design Documents, to be constructed by Osceola County pursuant to Article IV hereof as a center for technology research and development, including necessary site work.

"R&D Center" means the R&D Building, the Advanced Treatment Facilities and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

"R&D Center Site" means approximately 10 acres of real property to be leased by Osceola County to UCF pursuant to the Lease Agreement, as more specifically described in Appendix A to the Lease Agreement.

"Restated Development Agreement" means this Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"ROWS" means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the Operator within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, having a minimum capacity of 100 gallons per minute.

"ROWS Main" means a specialty water main from the Advanced Treatment Building to the R&D Center.

"Sales Tax Bonds" means Osceola County's Sales Tax Revenue Bonds, Series 2015A.

"Sales Tax Revenue" means the proceeds of the local government half-cent sales tax distributed to Osceola County from the Local Government Half-Cent Sales Tax Clearing Trust Fund, as defined and described in Part VI, Chapter 218, Florida Statutes, as amended.

"State" means the State of Florida.

"Substantial Completion" means the stage of construction described in Section 10.7 of the General Conditions.

"Tools" means specialized equipment for research and development to be acquired and installed in the R&D Building.

"Tool Budget" means the amount specified in Section 3.01(A)(2) hereof for the acquisition and installation of Tools.

"TWA" means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

"UCF" means the University of Central Florida Board of Trustees.

"UCFRF" means University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation and a UCF direct support organization within the definition of Section 1004.28, Florida Statutes.

SECTION 1.03. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Restated Development Agreement; the term "heretofore" shall mean before the date this Restated Development Agreement is executed; and the term "hereafter" shall mean after the date this Restated Development Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Parties to this Restated Development Agreement. All Parties have

participated in the drafting and preparation of this Restated Development Agreement, and the provisions hereof shall not be construed for or against any Party by reason of authorship.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Sections of this Restated Development Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Restated Development Agreement nor affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of UCF herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Restated Development Agreement and the Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Restated Development Agreement and the Lease Agreement.

(C) Osceola County has duly authorized the execution and delivery of this Restated Development Agreement, and assuming the due authorization, execution and delivery by UCF, this Restated Development Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Restated Development Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Restated Development Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Osceola County is fee simple owner, legal and equitable, of the R&D Center Site, as more particularly described in Appendix A to the Lease Agreement.

(G) Osceola County has no knowledge regarding and has received no written notice of any alleged violation of any law, ordinance, order, or regulation affecting the R&D Center Site issued by any governmental or quasi-governmental authority having jurisdiction over the R&D Center Site.

(H) Osceola County has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the R&D Center Site and, to the best of Osceola County's actual knowledge, information, and belief, the R&D Center Site is not currently under investigation for any such violation.

(I) To the best of Osceola County's knowledge, but without conducting an independent investigation, the R&D Center Site is in compliance with and there is no violation of any applicable law, ordinance, order, or regulation with respect to any Hazardous Substance, as defined in the Lease Agreement.

(J) To the best of Osceola County's knowledge, but without conducting an independent investigation, the R&D Center Site does not contain any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity or protected or endangered species.

(K) To the best of Osceola County's knowledge, but without conducting an independent investigation, there is no violation of any law, ordinance, order, or regulation, and no environmental condition is known that would adversely impact the intended development of the Contiguous Development Area to foster advanced manufacturing industry in Osceola County.

SECTION 2.02. REPRESENTATIONS OF UCF. UCF makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) UCF is a member institution of the State University System of Florida and has all requisite power and authority to enter into the transactions contemplated by this Restated Development Agreement and the Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) UCF is not in default under any provisions of applicable law material to the performance of its obligations under this Restated Development Agreement and the Lease Agreement.

(C) UCF has duly authorized the execution and delivery of this Restated Development Agreement, and assuming the due authorization, execution and delivery by Osceola County, this Restated Development Agreement constitutes a valid and legally binding obligation of UCF, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Restated Development Agreement, and the compliance by UCF with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the UCF or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which UCF is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the UCF, threatened against or affecting UCF, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Restated Development Agreement, or any agreement or instrument to which UCF is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.03. REPRESENTATIONS OF FHTCC. FHTCC hereby represents to the Parties that it is a nonprofit corporation duly organized, validly existing and in good standing in the State of Florida, and has all requisite power and authority to enter into this Restated Development Agreement for the limited purposes set forth in Section 5.14 hereof.

**ARTICLE III
PLAN OF FINANCE**

SECTION 3.01. PROJECT BUDGET.

(A) The Project Budget is hereby established as \$95,000,000, comprised as follows:

(1) a Building Budget of \$75,000,000 for design and construction of the R&D Building, which has been funded from \$55,000,000 of the Sales Tax Bond proceeds, and an additional \$20,000,000 contribution of other available Osceola County funds, and may be adjusted pursuant to the following subsection (B) – the full amount of the Building Budget has been committed to design and construction of the R&D Building, leaving no current uncommitted balance;

(2) a Tool Budget of \$11,000,000 for acquisition and installation of Tools, which has been funded from Sales Tax Bond proceeds and may be adjusted pursuant to the following subsections (B) and (C) – the full amount of the Tools Budget has been expended to purchase Tools from Intersil Corporation and for installation of the Tools, leaving no current balance; and

(3) a Flex Budget of \$9,000,000 funded by UCF, which may be applied to (a) design and construction of the R&D Building and associated site work, (b) acquisition and installation of Tools or (c) Other Project Cost, as set forth in the following subsection (D) – the following expenditures and commitments have been made from the Tools Budget: (a) \$1,000,000 has been paid to UCF (10/27/15), (b) \$1,210,670 has been committed for complete installation of the Tools purchased from Intersil Corporation (8/29/16) and (c) \$4,869,643 has been committed to fund various upgrades to the R&D Building (10/24/16), leaving a current uncommitted balance of \$1,919,687.

Notwithstanding any provision of this Restated Development Agreement to the contrary, the design and construction cost for the R&D Building shall not exceed the Building Budget. At its sole option, any Party may provide additional money or the Parties may seek third-party additional money to (x) fund any difference between the Project Budget and the actual cost of designing and constructing the R&D Center to the Design Documents, or (y) enhance the R&D Center beyond the Design Documents.

(B) If the Authorized County Representative determines during the design and construction process described in Section 4.02 hereof that the projected design and construction cost for the R&D Building will exceed the Building Budget, the Authorized County Representative shall notify the Authorized UCF Representative and the Authorized Consortium Representative of the projected cost overrun. If approved by the Authorized UCF Representative in writing, amounts available in the Tool Budget or the Flex Budget shall be transferred to the Building Budget and applied to design and construction of the R&D Building. If the Authorized UCF Representative does not approve a transfer of funds to cover the projected cost overrun and other funds are not made available by either Osceola County or UCF for such purpose within ten days following the date of the notice described above, the Authorized County Representative shall unilaterally reduce

the scope for the R&D Building, as necessary, to bring the design and construction cost for the R&D Building within the Building Budget.

(C) Amounts available in the Flex Budget shall be applied by Osceola County, as directed by the Authorized UCF Representative, to (a) design and construction of the R&D Building and associated site work, or (b) acquisition and installation of Tools pursuant to Section 4.03 hereof. If requested by the Authorized UCF Representative, amounts available in the Flex Budget shall be transferred to UCF for application to Other Project Cost or Preopening Services.

(D) The Parties acknowledge and agree that approximately \$120,000,000 will be required for Tools and Other Project Cost. The Parties acknowledge and agree that they will work together with the Consortium to secure the additional resources from national, state, and regional governmental organizations and community partners.

SECTION 3.02. PREOPENING FUNDS.

(A) UCF has allocated \$3,000,000 of its own funds to provide the Preopening Services.

(B) FHTCC has provided \$1,000,000 of matching funds to UCF, which shall be used for Preopening Services.

SECTION 3.03. PROJECT FUNDING.

(A) Osceola County notified UCF not less than fifteen days in advance of the date it intended to enter into the Bond Purchase Agreement.

(1) Within ten days following the notice provided to UCF, UCF paid \$9,000,000 to Osceola County to be held in trust for application in accordance with this Agreement.

(2) On the Bond Issuance Date, Osceola County deposited \$76,000,000 into the Construction Fund from proceeds of the Sales Tax Bonds or other funds lawfully available for construction of the R&D Center.

(B) The Parties agree to mutually support legislation appropriating funds for the R&D Center.

SECTION 3.04. ISSUANCE OF SALES TAX BONDS. Following satisfaction by UCF of its obligations under Sections 3.02 and 3.03 hereof, Osceola County issued its Sales Tax Revenue Bonds, Series 2015A in a principal amount that yielded net proceeds sufficient, together with any simultaneous cash contribution, to pay accrued interest, capitalized interest and deposit \$76,000,000 into the Construction Fund. Osceola County shall not issue obligations to refund the Sales Tax Bonds that mature later than 35 years after issuance of the Sales Tax Bonds.

SECTION 3.05. OPERATING FUNDS. UCF will be responsible for payment of all operating and maintenance expenses of the R&D Center, including the PO&M Cost and Other Project Cost.

ARTICLE IV
RESEARCH CENTER

SECTION 4.01. PREOPENING SERVICES. UCF, with the assistance of the Consortium and FHTCC, will perform the following duties prior to and during construction of the R&D Facility

(A) UCFRF has established the Consortium to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

(1) The Consortium's Articles of Incorporation, as amended, designate Osceola County and UCF to each appoint one member to the Consortium's Board of Directors.

(2) The Consortium intends to expand membership on its Board of Directors, with the goal of having a majority of members representing industry, national laboratory, and industry organizations.

(3) The Consortium has conducted Board of Director's meetings and has appointed officers, including a Chief Executive Officer.

(B) UCF has assisted Osceola County, by participating as co-applicant with Osceola County and the Consortium, in the pending pursuit of a \$2,222,412 financial assistance award for the construction of a smart sensor technology development and prototype manufacturing cleanroom at the Florida Advanced Manufacturing Research Center from the United States Department of Commerce, Economic Development Administration (Osceola County, FL Award 04-01-07149).

(C) UCF, with the help of community collaborators such as FHTCC, will assist and work with the Consortium to:

(1) establish rules and procedures for its Consortium's Board of Directors as soon as practical and as deemed necessary, after the Board's first meeting;

(2) review planned operations and funding, and assist with synergy between the R&D Center and industry, to recruit companies to the advanced sensor device industry cluster;

(3) coordinate design of the R&D Center facilities;

(4) develop a roadmap for program definition, industry advancement, operations, and device/materials processing development, research and emerging technology programs, including technical milestones;

(5) work to attract, maintain and grow advanced manufacturing companies to the industry cluster;

(6) define intended collaborative research structures, internship programs, and training opportunities for skilled worker development and redevelopment;

(7) present the R&D Center to the government, public, and private business sectors; and

(8) provide marketing to attract suppliers and vendors.

(D) UCF, with the help of community collaborators such as FHTCC, will contract with recognized leaders in the advanced sensor design and advanced manufacturing methods, and shall support those leaders to assist the Consortium in development of the R&D Center.

(E) UCF, in partnership with Osceola County, the Metro Orlando EDC, FHTCC and other regional community and business leaders, will seek funding for the R&D Center from the State of Florida and other sources.

(F) UCF will leverage its existing resources and infrastructure, including but not limited to, UCF's internationally recognized business incubation program, to aide in the development of the R&D Center.

(G) UCF will collaborate with the Consortium for conferences and specialized courses for worker and technician training, and seek partnerships with community colleges located within Osceola County.

(H) The Authorized UCF Representative, working with any Authorized Consortium Representative, shall provide monthly R&D Center planning activity progress reports to the Authorized County Representative, commencing not later than sixty days following the execution of this Restated Development Agreement and continuing through the date on which the R&D Center reaches Substantial Completion. The Parties representatives and any Authorized Consortium Representative shall meet periodically (but not less frequently than monthly) at the request of any Party's representative to review and discuss the progress reports.

SECTION 4.02. DESIGN AND CONSTRUCTION.

(A) Osceola County shall be responsible for designing and constructing the R&D Center on the R&D Center Site in compliance with all State and local laws, ordinances and regulations applicable thereto without unreasonable delay and in accordance with sound engineering practices, in accordance with the Capital Budget (or any revision made pursuant to Section 3.01(B) hereof) and Design Documents and in substantial compliance with the Construction Documents deemed consistent with the Design Documents pursuant to the following subsection (D). UCF, Osceola County and the Consortium shall have the right, but not the duty, to inspect construction of the R&D Center to determine compliance with the Construction Documents deemed consistent with the Design Documents pursuant to the following subsection (D). Any inspection conducted by UCF, Osceola County or the Consortium shall be coordinated with the Design-Builder and shall not interfere with timely construction of the R&D Center. Osceola County shall use due diligence and its best reasonable effort to obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, construction, installation and equipping

of the R&D Center. Design and construction of the R&D Center shall comply with the provisions of this Section.

(B) Each Party has designated an authorized representative to participate in the R&D Center design process and will encourage designation of an Authorized Consortium Representative.

(C) The Authorized UCF Representative, or such person's designee, and any Authorized Consortium Representative have and shall continue to make themselves available to the Authorized County Representative on a daily basis, if necessary, to provide information required for design and construction of the R&D Center. The Design Documents have been approved by the Authorized County Representative and Authorized UCF Representative.

(D) The Authorized County Representative shall provide copies of the Construction Documents for each construction component to the Authorized UCF Representative for review, which review will be limited to ensuring consistency with the Design Documents. If the Authorized UCF Representative considers the Construction Documents to be inconsistent with the Design Documents, it shall notify the Authorized County Representative in writing and shall include the specific reasons it considers the Construction Documents to be inconsistent with the Design Documents. If the Authorized UCF Representative does not provide the foregoing notice within seven days of the date they are provided by the Authorized County Representative for review, the Construction Documents shall be conclusively deemed consistent with the Design Documents.

(E) The Authorized County Representative has and shall continue to provide monthly design and construction progress reports to the Authorized UCF Representative, continuing through the date on which the R&D Center reaches Substantial Completion. Representatives of the Parties and the Consortium shall meet periodically (but not less frequently than monthly) at the request of the representative of either Party or the Consortium to review and discuss the progress reports.

(F) Osceola County is entering into an agreement with TWA, coincident with this Restated Development Agreement, to (1) extend water and wastewater utilities to the R&D Center Site, (2) construct an ultra-pure water process water system for the R&D Building, and (3) construct an acid waste neutralization system for the R&D Building, which permits TWA to recover its \$3,200,000 capital contribution for construction of the Advanced Treatment Facilities at the R&D Center through a surcharge, during a period of not less than ten years, to utility bills for service to the R&D Center.

SECTION 4.03. ACQUISITION AND INSTALLATION OF TOOLS.

(A) The Parties acknowledge and agree that:

(1) the R&D Building cannot be used for technology research and development without Tools;

(2) the R&D Building will be designed and constructed to accommodate the installation, removal and replacement of Tools, which will allow UCF and other occupants of the R&D Building to maintain pace with emerging technology.

(B) Osceola County shall acquire Tools for installation in the R&D Building at the Authorized UCF Representative's direction, provided that the cost of acquisition and installation does not exceed the amount allocated for such purpose in the Tools Budget, or any revision made pursuant to Section 3.01(B) hereof. With approval from the Authorized County Representative and the Authorized UCF Representative, Tools may also be acquired and installed pursuant to a Tool funding grant, donation, loan, or equipment lease agreement. Tools installed in the R&D Building pursuant to this subsection shall be the property of Osceola County and become a part of the Leased Premises during the Lease Term unless the agreement with the grant provider or Tool supplier provides otherwise.

SECTION 4.04. SUBSTANTIAL COMPLETION.

(A) Design and construction of the R&D Center commenced within 20 days following issuance of the Sales Tax Bonds and shall proceed diligently to Substantial Completion not more than 30 months after construction commences, subject only to force majeure. For purposes of this Section, force majeure means a delay by reason of war, civil commotion, strike or other employment action, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, unforeseen delays in the issuance of any permit required for construction of the R&D Center, or any other act, event or circumstances beyond Osceola County's reasonable control. Osceola County shall notify the Authorized UCF Representative and the Authorized Consortium Representative of the circumstances under which it is claiming such force majeure as soon as practicable.

(B) Following the date on which the R&D Center reaches Substantial Completion, the Authorized County Representative, the Authorized UCF Representative, the Authorized Consortium Representative and their respective consultants shall make a joint physical inspection of the R&D Center and develop a Punch List. Osceola County shall cause the Design-Builder to complete all items on the Punch List as soon as practicable.

SECTION 4.05. MANAGEMENT SERVICES AGREEMENT. UCF shall enter into the Management Services Agreement following Substantial Completion of the R&D Center. Prior to execution, UCF shall provide a copy of the proposed Management Services Agreement to the United States Department of Commerce, Economic Development Administration, for review and approval, referencing the financial assistance award identified in Section 4.01(B) hereof.

SECTION 4.06. LEASE AGREEMENT. UCF will lease the R&D Center Site from Osceola County for a period of 40 years for use as a center for technology research and development and pay all PO&M Cost and Other Project Cost associated therewith. Upon satisfaction of the following conditions, Osceola County and UCF agree to enter into the Lease Agreement in the form attached hereto as Appendix B:

(1) UCF has entered into the Management Services Agreement with the Consortium simultaneously herewith;

(2) construction of the R&D Center has reached Substantial Completion; and

(3) receipt of an updated Phase I Environmental Assessment, prepared at the expense of Osceola County, detecting no potential or existing environmental contamination liabilities related to the property to be leased by UCF, as described in Appendix A to the Lease Agreement, that were not identified in the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012.

SECTION 4.07. RESEARCH SUPPORT.

(A) UCF has or will provide \$7,000,000 of in-kind support through focused faculty hires that will support development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

(B) FHTCC has or will provide up to \$1,000,000 of matching funds annually to UCF beginning on August 25, 2014, up to a total of \$5,000,000, which shall be used for the purposes described in the foregoing subsection (A).

ARTICLE V
GENERAL PROVISIONS

SECTION 5.01. CONTIGUOUS DEVELOPMENT AREA. The Parties acknowledge and agree that (A) a primary purpose of constructing the R&D Center is to foster technology research and development which will further the research mission of UCF and a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs; and (B) the availability of additional property contiguous to the R&D Center Site will facilitate the attraction of technology research and advanced manufacturing companies to an industry cluster. To achieve this objective, Osceola County will reserve the Contiguous Development Area to foster technical research and advanced manufacturing industry (including uses supporting technical research and advanced manufacturing facilities) for a period of ten years following Substantial Completion of the R&D Center. This Section shall not be construed to grant any rights in the Contiguous Development Area to UCF and shall not prohibit Osceola County from utilizing portions of the Contiguous Development Area for right-of-way, drainage (temporary or permanent), utilities or other infrastructure. Portions of the Contiguous Development Area may be utilized for other purposes with the written consent of UCF.

SECTION 5.02. PUBLIC RECORDS.

(A) The Parties acknowledge that by virtue of this Agreement all of their respective documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If either Party will act on behalf of the other Party, as provided under Section 119.011(2), Florida Statutes, acting Party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(1) Keep and maintain public records required by the other Party to perform the service.

(2) Upon request from the other Party's custodian of public records, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the other Party.

(4) Upon completion of the contract, transfer, at no cost, to the other Party all public records in possession of the acting Party or keep and maintain public records required by the other Party to perform the service. If the acting Party transfers all public records to the other Party upon completion of the contract, the acting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the acting Party keeps and maintains public records

upon completion of the contract, the acting Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from the other Party's custodian of public records, in a format that is compatible with the information technology systems of the other Party.

(5) If the acting Party does not comply with a public records request, the other Party shall enforce the contract provisions in accordance with the Agreement.

(B) Any questions regarding the application of Chapter 119, Florida Statutes, to the acting Party's duty to provide public records relating to this Agreement should be directed to the other Party's custodian of public records, as follows:

As to the County:
Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

As to UCF:
Office of the General Counsel
University of Central Florida
4365 Andromeda Loop North
Millican Hall, Suite 360
Orlando, FL 32816-0015

SECTION 5.03. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation or performance of this Restated Development Agreement in the manner described in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the Parties fail to resolve the dispute within sixty days of the notice described in the foregoing subsection (A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, either Party may request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the object of helping the Parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of Osceola County's Board of Commissioners.

(D) If the Parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, either Party may terminate the settlement discussions by written notice to the other Party. In such event, either Party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense available to that party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents or

agencies to be sued, or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 5.04. ASSIGNMENT. None of the Parties shall be permitted to assign, nor transfer any of its rights and obligations under this Restated Development Agreement without the prior written consent of the other Parties, which shall not be withheld unreasonably, except that UCFRF may act as an instrumentality of UCF, in direct support of UCF's obligations hereunder.

SECTION 5.05. PROFESSIONAL FEES. Each Party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each Party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 5.06. TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Restated Development Agreement.

SECTION 5.07. NO JOINT VENTURE. Nothing in this Restated Development Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship among the Parties to this Restated Development Agreement.

SECTION 5.08. NON-WAIVER. The failure of any Party to insist upon another Party's compliance with its obligations under this Restated Development Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

SECTION 5.09. COUNTERPARTS. This Restated Development Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Restated Development Agreement, so that in making proof of this Restated Development Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 5.10. ENTIRE AGREEMENT. This Restated Development Agreement, including the Appendices, which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 5.11. BINDING EFFECT. This Restated Development Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto.

SECTION 5.12. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Restated Development Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Restated Development Agreement shall be deemed or shall constitute a waiver of any other provision of this Restated Development Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 5.13. NOTICES TO PARTIES.

(A) Whenever this Restated Development Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it (1) by hand delivery to the person(s) hereinafter designated, or (2) by overnight hand delivery addressed as follows, or (3) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (4) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To Osceola County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, FL 34741
Phone: (407) 742-2385
Fax: (407) 742-3291

With a copy to: Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, FL 34741
Phone: (407) 343-2330
Fax: (407) 742-2217

To UCF: Vice President for Research & Commercialization
University of Central Florida
4365 Andromeda Loop North
Millican Hall Room 260
Orlando, FL 32816
Phone: (407) 823-5538
Fax: (407) 882-1156

With a copy to: Vice President and General Counsel
University of Central Florida
4365 Andromeda Loop North
Millican Hall Room 360
Orlando, FL 32816
Phone: (407) 823-2482
Fax: (407) 823-6155

Either of the foregoing Parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

(B) A copy of each such notice shall be provided in the same manner to the Consortium at the address set forth below:

To Consortium: ICAMR, Inc.
Attention: Chief Operating Officer
200 NeoCity Way
Kissimmee, FL 34744
Phone: (407) 742-4254
Fax: (407) 742-3291

The Consortium may, by notice in writing given to the Parties, designate any further or different address to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 5.14. JOINDER BY FHTCC. FHTCC joins in the execution of this Restated Development Agreement for the sole purpose of agreeing to be bound by the provisions set forth in Sections 3.02(B) and 4.07(B) of this Restated Development Agreement requiring FHTCC to provide funds to UCF for the purposes described therein.

SECTION 5.15. SEVERABILITY. In the event any one or more of the provisions contained in this Restated Development Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Restated Development Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

SECTION 5.16. GOVERNING LAW AND VENUE. This Restated Development Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Restated Development Agreement. In the event of litigation among the Parties hereto, their successors or assigns, with regard to this Restated Development Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Restated Development Agreement to be executed and delivered this ___ day of _____, 2017.

OSCEOLA COUNTY, FLORIDA



(SEAL)

By: _____

Chairman/Vice Chairman
Board of County Commissioners

ATTEST:

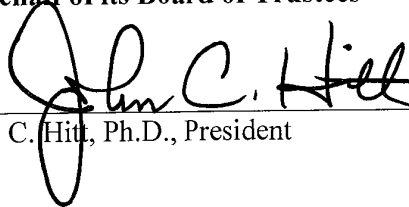
Jimmy Ross
Clerk/Deputy Clerk

As authorized for execution at the Board of County Commissioners meeting of:

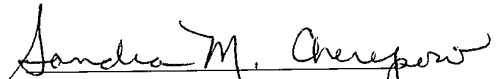
07-17-17
Amended and restated Development Agreement with UCF

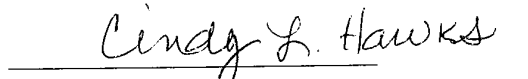
IN WITNESS WHEREOF, UCF has caused this Restated Development Agreement to be executed and delivered this 4 day of October, 2017.

UNIVERSITY OF CENTRAL FLORIDA,
on behalf of its Board of Trustees

By: 
John C. Hitt, Ph.D., President

WITNESSES:


Print: Sandra M. Cherepow


Print: Cindy L. Hawks

IN WITNESS WHEREOF, FHTCC has caused this Restated Development Agreement to be executed and delivered this 10th day of October, 2017, for the limited purposes set forth in Section 5.14 hereof.

**FLORIDA HIGH TECH CORRIDOR
COUNCIL, INC.**

By: 
Edward Schons, President

WITNESSES

Stefanie Jollie DelGiudice

Print:

CYNTHIA J. SLOAN

Print:

**APPENDIX A
DESCRIPTION OF CONTIGUOUS DEVELOPMENT AREA**

A PARCEL OF LAND LYING IN SECTION 23 AND 24, TOWNSHIP 25, SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF BLOCKS L, N, O, P, S, T, W AND X, KISSIMMEE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL THOSE PLATTED RIGHT OF WAYS AS SHOWN ON SAID PLAT OF KISSIMMEE GARDENS LYING WITHIN THE SUBJECT PROPERTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE RUN SOUTH 89°44'34" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°00'17" WEST, A DISTANCE OF 332.65 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, OF SAID BLOCK T, THENCE RUN NORTH 89°35'59" WEST, ALONG THE SOUTH LINE OF LOT 6, BLOCK T, LOTS 3 AND 6, BLOCK P AND LOT 3, BLOCK L, A DISTANCE OF 1,898.03 FEET TO A POINT ON THE EAST LINE OF A 50 FOOT WIDE KISSIMMEE UTILITY AUTHORITY UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 944, PAGE 2242, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 42°16'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1138.19 FEET; THENCE RUN NORTH 24°25'33" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1993.21 FEET; THENCE RUN NORTH 47°14'44" WEST, A DISTANCE OF 370.90 FEET; THENCE RUN NORTH 42°45'16" EAST, A DISTANCE OF 75.00 FEET TO THE MOST WESTERLY CORNER OF AVATAR PROPERTIES, INC. LANDS AS DESCRIBED IN O.R. BOOK 3461, PAGE 1998, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF AVATAR LANDS AS DESCRIBED IN O.R. BOOK 2754, PAGE 905, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 47°14'44" EAST, ALONG SAID NORTHEASTERLY LINE OF AVATAR PROPERTIES, A DISTANCE OF 1116.86 FEET; THENCE RUN SOUTH 47°14'56" EAST, A DISTANCE OF 320.00 FEET; THENCE RUN SOUTH 47°27'50" EAST, A DISTANCE OF 500.42 FEET, THENCE RUN SOUTH 47°06'56" EAST, A DISTANCE OF 417.41 FEET; THENCE RUN SOUTH 53°11'03" EAST, A DISTANCE OF 120.82 FEET; THENCE RUN SOUTH 53°03'53" EAST, A DISTANCE OF 389.41 FEET; THENCE RUN SOUTH 53°14'50" EAST, A DISTANCE OF 155.03 FEET; THENCE RUN SOUTH 53°02'19" EAST, A DISTANCE OF 1,092.84 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ¼ OF AFORESAID SECTION 24; THENCE RUN SOUTH 00°01'51" WEST, ALONG SAID EAST LINE, A DISTANCE OF 667.20 FEET TO A POINT ON THE SOUTH LINE SAID BLOCK X, KISSIMMEE GARDENS; THENCE RUN NORTH 89°45'20" WEST, ALONG SAID SOUTH LINE OF BLOCK X, A DISTANCE OF 1,322.35 FEET; THENCE RUN NORTH 89°44'34" WEST, ALONG THE SOUTH LINE OF SAID BLOCK T, KISSIMMEE GARDENS, A DISTANCE OF 1,282.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 160.877 ACRES, MORE OR LESS.

AND

BEGIN AT THE MOST EASTERLY CORNER OF THE BOGGY CREEK ROAD REALIGNMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1878, PAGE 259, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 38°30'00" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ROAD, A DISTANCE OF 10.85 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 255.00 FEET, A CHORD BEARING OF SOUTH 31°32'20" WEST, AND A CHORD DISTANCE OF 61.81 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'20", A DISTANCE OF 61.96 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°34'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 45.26 FEET; THENCE RUN NORTH 89°22'39" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 74.06 FEET TO A POINT ON THE EAST LINE OF FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property, AS DESCRIBED BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1490, PAGE 2478, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°16'23" EAST, ALONG SAID EAST LINE AND THE WEST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 54.21 FEET; THENCE RUN NORTH 24°34'40" EAST, ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY, A DISTANCE OF 25.90 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 345.00 FEET, A CHORD BEARING OF NORTH 26°46'12" EAST, AND A CHORD DISTANCE OF 26.40 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°23'04", A DISTANCE OF 26.40 FEET TO A POINT OF CUSP; THENCE, DEPARTING SAID RIGHT OF WAY, RUN SOUTH 38°38'18" WEST, A DISTANCE OF 223.85 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property; THENCE RUN NORTH 89°23'14" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 63.47 FEET; THENCE RUN SOUTH 38°38'18" WEST, A DISTANCE OF 461.19 FEET; THENCE RUN SOUTH 47°15'40" EAST, A DISTANCE OF 200.51 FEET; THENCE RUN NORTH 38°38'18" EAST, A DISTANCE OF 802.05 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192; THENCE RUN NORTH 47°15'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 65.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OF LESS.

AND

BEGIN AT THE SOUTHEAST CORNER OF FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property, AS DESCRIBED BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1490, PAGE 2478, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°16'23" EAST, ALONG THE EAST LINE OF SAID Property A DISTANCE OF 147.86 FEET; THENCE RUN SOUTH 38°38'18" WEST, A DISTANCE OF 187.70 FEET TO A POINT ON THE SOUTH LINE OF SAID Property; THENCE RUN SOUTH 89°23'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 116.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.613 SQUARE FEET OR 0.198 ACRES, MORE OR LESS.

AND

BEGIN AT THE SOUTHWEST CORNER OF TRACT L, MAGIC LANDINGS, AS RECORDED IN PLAT BOOK 11, PAGES 184-187 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°06'17" EAST ALONG THE WEST LINE OF SAID TRACT L, A DISTANCE OF 106.09 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 56°32'13" WEST, A DISTANCE OF 176.57 FEET; THENCE RUN SOUTH 53°02'19" EAST, A DISTANCE OF 103.85 FEET; THENCE RUN NORTH 50°02'57" EAST, A DISTANCE OF 83.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND BEING A PORTION OF TRACT L, MAGIC LANDINGS, AS RECORDED IN PLAT BOOK 11, PAGES 184-187 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF SAID TRACT L, THENCE RUN NORTH 53°13'55" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT L, A DISTANCE OF 100.00 FEET, THENCE DEPARTING SAID NORTHEASTERLY LINE RUN SOUTH 36°46'05" WEST A DISTANCE OF 25.39 FEET TO THE POINT OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 53°33'30" WEST, A CHORD DISTANCE OF 115.55 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°34'50", AN ARC DISTANCE OF 117.22 FEET; THENCE RUN SOUTH 70°20'55" WEST, A DISTANCE OF 249.79 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT L; THENCE RUN SOUTH 00°08'25" EAST ALONG SAID WEST LINE, A DISTANCE OF 106.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L; THENCE RUN NORTH 70°20'55" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT L, A DISTANCE OF 285.22 FEET TO THE POINT OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 53°33'30" EAST, A CHORD DISTANCE OF 173.32 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE, THROUGH A CENTRAL ANGLE OF 33°34'50", AN ARC DISTANCE OF 175.83 FEET; THENCE RUN NORTH 36°46'05" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 25.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.01 ACRES, MORE OR LESS.

LESS AND EXCEPT THE PROPERTY DESCRIBED IN APPENDIX A TO THE LEASE AGREEMENT

**APPENDIX B
FORM OF LEASE AGREEMENT**

**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
LEASE AGREEMENT**

By and Between

OSCEOLA COUNTY, FLORIDA

AND

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

TABLE OF CONTENTS

PAGE

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.01.	RECITALS	2
SECTION 1.02.	DEFINITIONS	2
SECTION 1.03.	INTERPRETATION	6
SECTION 1.04.	SECTION HEADINGS.....	6

ARTICLE II

REPRESENTATIONS

SECTION 2.01.	REPRESENTATIONS OF OSCEOLA COUNTY.....	7
SECTION 2.02.	REPRESENTATIONS OF UCF	8

ARTICLE III

GENERAL LEASE TERMS

SECTION 3.01.	LEASE.....	10
SECTION 3.02.	RENT.....	10
SECTION 3.03.	TERM.....	11
SECTION 3.04.	MAINTENANCE REQUIREMENTS.....	11
SECTION 3.05.	ALTERATIONS AND IMPROVEMENTS	11
SECTION 3.06.	TOOLS AND OTHER REMOVABLE TRADE FIXTURES.....	12
SECTION 3.07.	EXISTING HAZARDOUS SUBSTANCES	13
SECTION 3.08.	HAZARDOUS SUBSTANCES – UCF	14
SECTION 3.09.	HAZARDOUS SUBSTANCES – OCCUPANTS.....	16
SECTION 3.10.	LIENS.....	17
SECTION 3.11.	TAXES, ASSESSMENTS AND OTHER CHARGES.....	18
SECTION 3.12.	UTILITIES	18
SECTION 3.13.	INSURANCE – UCF	21
SECTION 3.14.	INSURANCE – COUNTY	22
SECTION 3.15.	INSURANCE – R&D PARTICIPANTS	22
SECTION 3.16.	INSURANCE – CONTRACTORS.....	23
SECTION 3.17.	INSURANCE – TRADESMEN AND DESIGNERS	25
SECTION 3.18.	DAMAGE OR DESTRUCTION	26
SECTION 3.19.	QUIET ENJOYMENT.....	26
SECTION 3.20.	ENTRY AND INSPECTION.....	26
SECTION 3.21.	SURRENDER	27
SECTION 3.22.	HOLDING OVER.....	27
SECTION 3.23.	SURVIVAL OF OBLIGATIONS.....	28
SECTION 3.24.	EMINENT DOMAIN.....	28

ARTICLE IV
USE AND OCCUPANCY

SECTION 4.01.	TAX COVENANT	29
SECTION 4.02.	MANAGEMENT SERVICES AGREEMENT	29
SECTION 4.03.	RESEARCH AND DEVELOPMENT	29
SECTION 4.04.	COMPLIANCE WITH LEGAL REQUIREMENTS.....	29
SECTION 4.05.	REQUIRED OCCUPANCY	30

ARTICLE V
ADVANCED TREATMENT FACILITIES

SECTION 5.01.	OPERATION	31
SECTION 5.02.	RENEWAL, REPLACEMENT AND EXPANSION	32

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.01.	DEFAULT AND REMEDIES	35
SECTION 6.02.	NOTICE AND CURE	36
SECTION 6.03.	REMEDIES CUMULATIVE.....	37
SECTION 6.04.	RESOLUTION OF DISPUTES	37
SECTION 6.05.	PUBLIC RECORDS	38
SECTION 6.06.	ASSIGNMENT	38
SECTION 6.07.	PROFESSIONAL FEES	38
SECTION 6.08.	TIME OF THE ESSENCE	38
SECTION 6.09.	EXTENSION OF TIME PERIODS	38
SECTION 6.10.	NO JOINT VENTURE	38
SECTION 6.11.	NON-WAIVER	39
SECTION 6.12.	COUNTERPARTS.....	39
SECTION 6.13.	ENTIRE AGREEMENT	39
SECTION 6.14.	BINDING EFFECT.....	39
SECTION 6.15.	AMENDMENTS AND WAIVERS	39
SECTION 6.16.	NOTICES TO PARTIES.....	39
SECTION 6.17.	SEVERABILITY	41
SECTION 6.18.	GOVERNING LAW AND VENUE	41
SECTION 6.19.	LITIGATION	41

APPENDIX A	DESCRIPTION OF THE R&D CENTER SITE
APPENDIX B	FORM OF MEMORANDUM OF LEASE
APPENDIX C	FORM OF COVENANT OF USE, PURPOSE AND OWNERSHIP
APPENDIX D	FORM OF SUBORDINATION AGREEMENT

**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
LEASE AGREEMENT**

THIS FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER LEASE AGREEMENT (this "Lease Agreement") is made and entered into by and among Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), and the University of Central Florida Board of Trustees ("UCF"). Osceola County and UCF are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Osceola County and UCF have entered into an Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement (the "Restated Development Agreement"), providing for construction and operation of a center for technology research and development (the "R&D Center") on certain property owned by Osceola County (the "R&D Center Site") which will further the research mission of UCF, promote economic diversification, high-technology research and innovation, and foster a vibrant advanced sensor and other advanced manufacturing industry in Osceola County; and

WHEREAS, the R&D Center has been constructed by Osceola County, as required by the Restated Development Agreement; and

WHEREAS, the Restated Development Agreement requires Osceola County and UCF to enter into this Lease Agreement for the purpose of setting forth the conditions under which UCF will lease the R&D Site from Osceola County;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS. The Parties agree that the foregoing recitals and the recitals set forth in the Restated Development Agreement are true and correct and by this reference incorporated and made a part of this Lease Agreement.

SECTION 1.02. DEFINITIONS. As used in this Lease Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Additional Rent" means any and all sums of money or other charges required to be paid by UCF under this Lease Agreement other than Base Rent, regardless how designated hereunder, and shall include any applicable sales tax thereon.

"Advanced Treatment Building" means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

"Advanced Treatment Equipment" means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

"Advanced Treatment Facilities" means the Advanced Treatment Building and the Advanced Treatment Equipment.

"AWNS" means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

"AWNS Main" means a specialty post-process water main which shall run from a point outside of the R&D Center Building to the AWNS.

"Base Rent" means the annual rent for the Leased Premises, as set forth in Section 3.02 hereof.

"Board" means the Board of County Commissioners of Osceola County.

"Bond Counsel" means a firm of attorneys, selected by Osceola County, whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Consortium" means ICAMR, Inc., a Florida nonprofit corporation formed by UCFRF to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

"Contractor" means general contractors or construction managers entering onto the Leased Premises for the purpose of performing construction services.

"County Manager" means the chief executive officer of Osceola County.

"Design Professional" means persons or entities entering onto the Leased Premises for the purpose of providing engineering or architectural services.

"EDA" means the United States Department of Commerce, Economic Development Administration.

"EDA Grant" means the financial assistance award for the construction of a smart sensor technology development and prototype manufacturing cleanroom at the Florida Advanced Manufacturing Research Center from EDA (Osceola County, FL Award 04-01-07149).

"Environmental Law" means any and all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, orders, decrees, permits, licenses or other governmental restrictions or requirements now or hereafter in effect with respect to the property and relating to the environment and/or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Comprehensive Environmental Response, Compensation and Liability Act of 1986, as amended (42 U.S.C. §9601 et seq.), the Resource Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. §6901 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), the Clean Water Act, as amended (33 U.S.C. §1251 et seq.), and the Toxic Substances and Control Act, as amended (15 U.S.C. §2601 et seq.).

"Hazardous Substance" means any substance, material or waste which is regulated or governed by any Environmental Law including without limitation (A) any substance, material or waste defined, used or listed as "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", "toxic substance" or similar or related term as defined, used or listed in any Environmental Law; (B) any asbestos or asbestos containing materials; (C) any underground storage tanks or similar facilities; (D) petroleum, petroleum-based substances or polychlorinated biphenyl; and (E) any additional substances or materials which are hazardous or toxic substances under any Environmental Law.

"Invitee" means persons entering onto the Leased Premises for the purpose of attending meetings, marketing events, public ceremonies, educational sessions and similar events who do not have unescorted access to the cleanroom or Tools and do not handle Hazardous Substances.

"Lease Agreement" means this Florida Advanced Manufacturing Research Center Lease Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Lease Term" means the term set forth in Section 3.03 hereof.

"Leased Premises" means the R&D Center Site and the R&D Center.

"Material Alteration" shall mean any alteration which: (A) is structural in nature or otherwise affects the strength of the R&D Center; (B) affects the mechanical, electrical, sanitary (including plumbing), or other services of the R&D Center; or (C) has an aggregate cost greater than \$25,000.00.

"Occupant" means any R&D Center Manager, Contractor, Design Professional, Tradesman, R&D Participant or other occupant of the Leased Premises that is not an Invitee.

"Occupant Contamination" means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of an Occupant or an Occupant's Representatives.

"Occupant Representatives" means any of an Occupant's officers, directors, employees, representatives, agents, contractors, subcontractors, sublessees, concessionaires, invitees.

"Osceola County" means Osceola County, a charter county and a political subdivision of the State of Florida.

"Osceola Default" means the occurrence of an event described in Section 6.01(E) hereof.

"Other Project Cost" means personnel cost, travel expenses, supplies (including but not limited to specialized gasses and routine tools) associated with the design, construction and operation of the R&D Center. The term "Other Project Cost" does not include PO&M Cost or the cost of acquiring and installing Tools.

"Parties" means Osceola County, UCF and their respective permitted successors and assigns.

"PO&M Cost" means the cost of operation and maintenance of the R&D Center. The term "PO&M Cost" does not include Other Project Cost or the cost of acquiring and installing Tools.

"Prime Rate" means (A) the prime rate of interest as published from time to time by The Wall Street Journal (with such rate to change when and as the published rate changes), plus four percent per annum, or (B) the highest non-usurious rate permitted by applicable law, whichever is less.

"R&D Building" means the building to be constructed by Osceola County pursuant to Article IV of the Restated Development Agreement as a center for technology research and development.

"R&D Center" means the R&D Building, the Advanced Treatment Facilities and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

"R&D Center Manager" means the Consortium or any other party managing and operating the R&D Center under a management services agreement entered into pursuant to Section 4.02 hereof.

"R&D Center Site" means approximately 10 acres of real property to be leased by Osceola County to UCF pursuant to this Lease Agreement, as more specifically described in Appendix A.

"R&D Participants" means persons or entities, other than Invitees, performing research and development work on the Leased Premises.

"Restated Development Agreement" means Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, by and among Osceola County and UCF, joined for limited purposes by Florida High Tech Corridor Council, Inc.

"ROWS" means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the Operator within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, having a minimum capacity of 100 gallons per minute.

"ROWS Main" means a specialty water main from the Advanced Treatment Building to the R&D Center.

"Sales Tax Bonds" means the bonds issued by Osceola County pursuant to Section 3.04 of the Restated Development Agreement to provide funds for design and construction of the R&D Center, or any obligations issued to refund such bonds.

"System Development Charges" means the water, wastewater and reuse water capacity charges imposed by TWA on all new growth and development by local legislation. To avoid doubt, such term includes the supplemental or alternative TWA system capacity demand determination presented by the separate system development surcharge, computed and charged in the manner described in Section 3.12(C) hereof; and, does not include the capital reimbursement surcharge to recover the TWA funding advance presented by the TWA Funding Obligation for the Advanced Treatment Facilities, computed and charged in the manner described in Section 3.02(D) hereof.

"Tools" means specialized equipment for research and development to be acquired and installed in the R&D Building.

"Tradesman" means any persons or entities entering onto the Leased Premises for the purpose of providing services relating to maintenance, alterations or improvements to the Leased Premises, including electrical, HVAC, plumbing, painting, janitorial or similar services.

"TWA" means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

"TWA Funding Obligation" means the capital contribution of TWA in an amount not to exceed \$3,200,000 for construction of the Advanced Treatment Facilities at the R&D Center.

"UCF" means the University of Central Florida Board of Trustees.

"UCF Contamination" means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of UCF or UCF's Representatives.

"UCF Default" means the occurrence of an event described in Section 6.01(A) hereof.

"UCF Representatives" means any of UCF's officers, directors, employees, authorized representatives or agents. The term "UCF Representatives" does not include (A) Osceola County or its employees or agents, contractors, subcontractors, concessionaires, invitees or the general public, or (B) any Occupant or Occupant Representatives.

"UCFRF" means the University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation and a UCF direct support organization within the definition of Section 1004.28, Florida Statutes.

SECTION 1.03. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Lease Agreement; the term "heretofore" shall mean before the date this Lease Agreement is executed; and the term "hereafter" shall mean after the date this Lease Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Party to this Lease Agreement. All Parties have participated in the drafting and preparation of this Lease Agreement, and the provisions hereof shall not be construed for or against any Party by reason of authorship.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Sections of this Lease Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Lease Agreement nor affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of UCF herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) Osceola County has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by UCF, this Lease Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Osceola County is fee simple owner, legal and equitable, of the R&D Center and of the R&D Center Site, as more particularly described in Appendix A.

(G) Osceola County has no knowledge regarding and has received no written notice of any alleged violation of any law, ordinance, order, or regulation affecting the R&D Center Site issued by any governmental or quasi-governmental authority having jurisdiction over the R&D Center Site.

(H) Osceola County has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida

Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the R&D Center Site and, to the best of Osceola County's actual knowledge, information, and belief, the R&D Center Site is not currently under investigation for any such violation.

(I) To the best of Osceola County's knowledge, based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site is in compliance with and there is no violation of any applicable law, ordinance, order, or regulation with respect to any Hazardous Substance, as defined in the Lease Agreement.

(J) To the best of Osceola County's knowledge, based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site does not contain any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity or protected or endangered species.

SECTION 2.02. REPRESENTATIONS OF UCF. UCF makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) UCF is a member institution of the State University System of Florida and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) UCF is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) UCF has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by Osceola County, this Lease Agreement constitutes a valid and legally binding obligation of UCF, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by UCF with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to UCF or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which UCF is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of UCF, threatened against or affecting UCF, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which UCF is a

party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE III
GENERAL LEASE TERMS**

SECTION 3.01. LEASE.

(A) For and in consideration of the covenants and obligations specified in this Lease Agreement, Osceola County leases the Leased Premises to UCF and UCF leases the Leased Premises from Osceola County, all subject to the conditions and limitations herein expressed.

(B) UCF acknowledges that UCF is familiar with the condition of the Leased Premises through review of *[documents to come]* and a visual inspection on *[to come]* and accepts the Leased Premises in its condition at the beginning of the Lease Term, "AS IS, WHERE IS, WITH ALL FAULTS".

(C) Except as otherwise provided herein, UCF shall have sole and exclusive rights pertaining to the sales, lease, placement, size, form and content of all exterior and interior signage to be located on the R&D Center Site, subject to compliance with all applicable County regulations. All signage shall be purchased, installed, maintained and, if necessary, replaced by UCF at its sole expense.

(D) UCF shall be permitted to make such alterations to the Leased Premises as UCF deems necessary or convenient to operate the Leased Premises for the purpose described in Article IV hereof.

(E) Osceola County shall retain the right to grant utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements or licenses to others over, under, through, across or on the R&D Center Site but only to the extent reasonably necessary to provide services to the R&D Center Site, the property described in Appendix B of the Restated Development Agreement or other property adjacent thereto; provided, however, that such grant and any use permitted thereby (1) is not materially detrimental to the use or operation of the R&D Center for the purposes described in the Restated Development Agreement, and (2) will not weaken, diminish or impair lateral or subjacent support to the R&D Building to be constructed pursuant to the Restated Development Agreement.

SECTION 3.02. RENT.

(A) The Base Rent will be \$1.00 per year.

(B) This Lease Agreement is what is commonly called a "triple net lease," it being understood that Osceola County shall receive all Base Rent and Additional Rent, as provided in this Lease Agreement, free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the Base Rent and Additional Rent required by this Lease Agreement, except as expressly provided herein to the contrary, UCF shall pay to the parties respectively entitled thereto all taxes, assessments, premiums for insurance required by Section 3.13 hereof, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease

Agreement during the term hereof. All of such charges, costs and expenses shall constitute Additional Rent, and upon the failure of UCF to pay any such costs, charges or expenses, Osceola County shall have the same rights and remedies as otherwise provided in this Lease Agreement for the failure of UCF to pay Base Rent. With the exception of termination for an Osceola Default, or as otherwise set forth herein, it is the intention of the Parties hereto that this Lease Agreement shall not be terminable for any reason by UCF and that, but for termination for an Osceola Default, or as otherwise set forth herein, UCF shall in no event be entitled to any abatement of or reduction in Base Rent or Additional Rent payable under this Lease Agreement except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the Parties.

SECTION 3.03. TERM. The term of this Agreement shall commence on the date the R&D Center reaches Substantial Completion, as defined in the Restated Development Agreement, and extend for a period of forty years; provided however, that following the date on which the Sales Tax Bonds and any obligations issued by Osceola County to refund the Sales Tax Bonds have been retired, Osceola County shall execute and deliver all documents necessary to convey the R&D Site, the R&D Center and all Tools then owned by Osceola County to UCF, which shall not be deemed a release subject to Section 3.06(B). Any and all costs related to such conveyance shall be paid by UCF.

SECTION 3.04. MAINTENANCE REQUIREMENTS.

(A) UCF shall keep the interior and exterior of the Leased Premises (including, but not limited to the foundations, roof and structural portions of the walls) and all furniture, fixtures and equipment (excluding research equipment other than Tools) in condition comparable to other research facilities, including making necessary replacements, improvements, additions and substitutions thereto and, in connection therewith, and formulating and implementing preventative maintenance and other programs designed to efficiently and effectively maintain the condition of the Leased Premises, including all "back of the house" areas, HVAC serving the R&D Building, fire and life safety, electrical, plumbing and other building systems. Without limiting the foregoing, UCF shall negotiate, enter into and administer maintenance contracts for elevators, major life safety systems, chillers, boilers and other major HVAC equipment and such other equipment and systems as UCF determines appropriate, in its sole and absolute discretion. All such repair, maintenance replacements, improvements and substitutions shall be at UCF's sole cost and expense.

(B) If and only as required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractors to provide, a payment and performance bond. All replacements and restorations will be in quality and class equal to or better than the original R&D Center located on the R&D Center Site.

SECTION 3.05. ALTERATIONS AND IMPROVEMENTS.

(A) UCF may make, at its sole cost and expense, alterations and improvements to the R&D Center consistent with its use as a technology research and development center, and which are not Material Alterations, without the consent of Osceola County, provided that UCF provides Osceola County with prior written notice thereof. Material Alterations shall require prior written consent from Osceola County, which shall not be withheld unreasonably. UCF will design and

construct any such alterations or improvements using its own funds or funds provided to UCF by Occupants or other third parties, in compliance with all applicable County ordinances and codes and state and federal statutes, rules and regulations. Any such alterations or improvements shall be completed in a good, workmanlike and lien-free manner.

(B) UCF shall select and engage qualified architects, engineers and other necessary professionals, and shall cause the preparation of construction documents for the alterations or improvements and update the Building Information Model (BIM) prepared during construction of the R&D Center. The construction documents shall detail the requirements for the construction of such alterations or improvements, based on materials and systems selected by UCF, and shall be compliant with all codes, laws or regulations which have been enacted at the time of their preparation. Following preparation and peer review of the construction documents, UCF will provide a copy to the County Manager, or his designee, for review. If the County Manager, or his designee, fails to state his approval or disapproval of the construction documents, in writing, within ten business days of the date they are provided by UCF for review, such documents shall be deemed to have been approved. Construction of the alterations or improvements shall be in accordance with these construction documents as approved by UCF and the County Manager, or his designee.

(C) UCF shall obtain all necessary permits, approvals, licenses required for the construction, use and occupancy of the alterations or improvements. Promptly upon compliance with all applicable conditions of approval, all County permits required for construction of the alterations or improvements shall be granted to UCF. If required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractor to provide, a payment and performance bond.

(D) Upon receipt of a written request from Osceola County, UCF shall assign in writing to Osceola County all rights which UCF may then possess against (1) any parties who prepared the construction documents for the alterations or improvements, and (2) all contractors, subcontractors and material suppliers for the alterations or improvements, reserving to UCF the right to subsequently prosecute any claims against said parties that may arise as a result of any claims, action, loss, damage or expense sustained by UCF arising out of any of the construction documents for the alterations or improvements or the construction of the alterations or improvements.

(E) Osceola County and UCF intend that any alterations and improvements made pursuant to this Section shall become part of the Leased Premises during the Lease Term and owned by Osceola County if this Lease Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

SECTION 3.06. TOOLS AND OTHER REMOVABLE TRADE FIXTURES.

(A) Tools installed in the R&D Building prior to the Lease Term pursuant to the Restated Development Agreement or during the Lease Term pursuant to this subsection (A) shall be the property of Osceola County become part of the Leased Premises during the Lease Term. Upon termination of this Lease Agreement by Osceola County pursuant to Section 6.01 hereof for a UCF Default, Tools shall remain the property of Osceola County.

(B) Osceola County shall release any Tool installed pursuant to the Restated Development Agreement or the foregoing subsection (A) from the Leased Premises and transfer ownership of the same to UCF pursuant to Section 125.38, Florida Statutes, if UCF replaces such with a Tool of comparable value and utility. UCF may petition the County Manager to release any such Tool from the Leased Premises, providing a written description of the Tool to be released and the replacement Tool of comparable value and utility. If the County Manager determines that UCF's replacement proposal meets the requirements of this subsection (B), Osceola County shall execute such reasonable documents and instruments of conveyance as may be required by Section 125.38, Florida Statutes, to release such Tool from the Leased Premises and transfer ownership to UCF. In such event, the replacement Tool shall become part of the Leased Premises during the remaining Lease Term.

(C) UCF may acquire and install, or permit the acquisition and installation of, additional Tools and other removable trade fixtures in the R&D Building using its own funds or funds provided to UCF by the Occupants or other third parties; provided that such installation does not adversely affect compliance with the applicable cleanroom standards for the cleanroom research/fabrication space in which such Tools or other removable trade fixtures are installed. Tools and other removable trade fixtures installed in the R&D Building during the Lease Term pursuant to this subsection shall be the property of UCF or the Occupant or other third party providing such Tool or removable trade fixtures.

SECTION 3.07. EXISTING HAZARDOUS SUBSTANCES.

(A) Osceola County warrants and represents that all information provided and stated in UCF's co-application with Osceola County for the EDA Grant regarding contamination from toxic and hazardous substances, the description of the R&D Center Site, and statements relating to eminent domain, is accurate, and Osceola County shall hold harmless, release, and indemnify UCF, its Board of Trustees, officers, employees, and agents from and against any liabilities, damages, causes of action, judgments, liens, penalties, fines, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) resulting from, arising out of, or in connection with the information and statements set forth in UCF's co-application with Osceola County for the EDA Grant.

(B) If Hazardous Substances are discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, then Osceola County, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, Osceola County shall not take any required remedial action in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims without first notifying UCF of Osceola County's intention to do so and affording UCF the opportunity to appear, intervene or otherwise appropriately assert and protect its interests with respect thereto. Notwithstanding the foregoing, Osceola County may take remediation action without providing prior written notice to UCF of the required action if such action is necessary in order to prevent imminent danger to property or persons. Osceola County shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of Hazardous Substances are discovered on the Leased Premises that were in existence on the Effective Date to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and

wastes. Osceola County shall promptly deliver to UCF copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of Osceola County's remediation of any such Hazardous Substances.

(C) In addition to all other rights and remedies of UCF hereunder, if Osceola County does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Hazardous Substances discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, and thereafter commence the required remediation of such Hazardous Substances within thirty days after UCF has reasonably approved Osceola County's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then UCF, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Osceola County shall reimburse UCF within fifteen business days of UCF's demand for reimbursement of all amounts reasonably paid by UCF (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by UCF of the amounts demanded.

(D) All representations, warranties and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.08. HAZARDOUS SUBSTANCES – UCF.

(A) UCF hereby agrees that UCF Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by UCF or any UCF Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If a UCF Contamination shall occur at any time during the Lease Term, then UCF, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, UCF shall not take any required remedial action in response to any UCF Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any UCF Contamination without first notifying Osceola County of UCF's intention to do so and affording Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect Osceola County's interest with respect thereto. Notwithstanding the foregoing, UCF may take remediation action without providing Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County hereunder, if UCF does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any UCF Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with a UCF

Contamination within thirty days after Osceola County has reasonably approved UCF's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF shall promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of UCF's remediation of any UCF's Contamination.

(C) UCF shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of UCF's Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) Each Party hereto shall immediately notify the other Party in writing of: (1) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Leased Premises pursuant to any Environmental Law; (2) any claim made or threatened by any person against the notifying Party or the Leased Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substance on or about the Leased Premises; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Substance in or removed from the Leased Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the notifying Party of actual knowledge of any of the foregoing matters. The notifying Party shall also supply to the notice recipient as promptly as possible, and in any event within five business days after notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or UCF's use thereof.

(E) UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. Osceola County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Osceola County and its officers, employees, servants, and agents thereof while acting within the scope of their employment by Osceola County. UCF and Osceola County agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(F) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.09. HAZARDOUS SUBSTANCES – OCCUPANTS.

(A) UCF hereby agrees that it shall prohibit all Occupant Representatives from using, generating, manufacturing, refining, producing, processing, storing or disposing of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall require each Occupant, at the Occupant's own expense, to procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Occupant or any Occupant Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If an Occupant Contamination shall occur at any time during the Lease Term, then UCF shall require each Occupant, at the Occupant's sole cost and expense, to promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, the Occupant shall not take any required remedial action in response to any Occupant Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Occupant Contamination without first notifying UCF and Osceola County of the Occupant's intention to do so and affording UCF and Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect UCF's and Osceola County's respective interests with respect thereto. Notwithstanding the foregoing, an Occupant may take remediation action without providing UCF and Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County hereunder, if an Occupant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Occupant Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with an Occupant Contamination within thirty days after UCF and Osceola County has reasonably approved the Occupant's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall require the Occupant to reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF the Occupant to promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of the Occupant's remediation of any Occupant Contamination.

(C) UCF shall require the Occupant to have any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of the Occupant Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) UCF shall require each Occupant to assume any and all risks of personal injury and property damage attributable to (1) the negligent acts or omissions of the Occupant and its officers, employees, servants, and agents thereof while acting within the scope of their employment by the Occupant.

(E) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.10. LIENS.

(A) UCF shall not mortgage or otherwise encumber its interest in this Lease Agreement.

(B) UCF will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, any part thereof or upon UCF's leasehold interest, which arises out of the use or occupancy of the Leased Premises by UCF or by reason of any labor or materials furnished or claimed to have been furnished to UCF or by reason of any construction, addition, alteration or repair of any part of the Leased Premises by UCF. If any such lien is filed against the Leased Premises, UCF cause such lien or claim to be released or discharged with respect to the Leased Premises by payment or bonding within thirty days after notice of the filing thereof. If UCF fails to transfer or discharge the claim or lien, Osceola County may discharge or transfer the claim or lien to bond or other security and UCF shall pay Osceola County all amounts so incurred, together with interest at the Prime Rate. Nothing contained in this Lease Agreement shall be construed as constituting the consent or request of Osceola County, expressed or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. Notwithstanding anything to the contrary set forth in this Lease Agreement, in no event shall the interest of Osceola County in all or any part of the Leased Premises be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of UCF, whether or not the same shall be made or done with the consent of Osceola County or by agreement between UCF and Osceola County.

(C) UCF shall not be required, nor shall Osceola County have the right, to pay, discharge, or remove any charges, liens or encumbrances, or to comply with any legal requirements applicable to the Leased Premises, so long as UCF contests the existence, amount or validity of the matter in question by appropriate proceedings. This right of UCF to withhold performances while proceedings are pending shall apply only if UCF's proceedings effectively prevent any sale, forfeiture or loss of the Leased Premises or Osceola County's rights under this Lease Agreement. Nothing contained in this Section shall be deemed to relieve UCF from any obligation to pay the rent or other obligations hereunder not contested by UCF. Osceola County shall not be required to join in any contest by UCF pursuant to this Section unless the law or regulations then in effect require that the proceeding be brought by or in the name of Osceola County. In such event, Osceola County shall join the proceedings or permit them to be brought in its name; however, Osceola County will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings and UCF shall reimburse Osceola County for any of such costs and expenses. On or before the expiration or earlier termination of this Lease Agreement, UCF

shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under UCF to be fully released and discharged.

SECTION 3.11. TAXES, ASSESSMENTS AND OTHER CHARGES.

(A) UCF shall pay, prior to delinquency: (1) all lawfully imposed taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are during the Lease Term, imposed or levied upon or assessed against (a) the Leased Premises, or any portion thereof, including the R&D Center Site and any improvements now or hereafter located on the R&D Center Site (including the R&D Center), (b) any Base Rent or any Additional Rent or other sum payable by UCF hereunder or (c) this Lease Agreement, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Leased Premises; and (2) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account all customary deductions (e.g., depreciation and interest) relating to the Leased Premises) lawfully imposed or levied upon, assessed against or measured by any rent. If UCF fails to pay any of the foregoing before they become delinquent, Osceola County, after notice to UCF, may pay such delinquent taxes, assessments, levies, fees, fines, penalties and governmental charges, and all expenditures and costs incurred thereby shall be payable as Additional Rent hereunder within thirty days after such notice to UCF. UCF shall pay all lawfully imposed taxes and assessments in connection with the Leased Premises, and shall provide Osceola County with copies of all paid bills for taxes and assessments no later than thirty days after the date payment was due. Should UCF fail to pay any taxes, assessments, charges or any other amounts required to be paid by UCF pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided to Osceola County under this Lease Agreement, may pay any such tax, assessment, charge or other amount and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement.

(B) All real estate taxes and assessments which are due and payable within one year after the expiration of the Lease Term shall be prorated as of the date of expiration of the Lease Term, on the basis of the fiscal year with respect to which such taxes or assessment are assessed. UCF shall be responsible for and shall pay the portion of such lawfully imposed taxes relating to the period through and including the expiration of the Lease Term.

(C) Any rebates, refunds, or abatements of taxes, assessments, charges, or other amounts paid under this section shall be refunded to UCF on a pro rata basis within thirty days of receipt thereof by Osceola County. Any such rebate, refund, or abatement realized by Osceola county prior to payment by UCF shall result in an immediate reduction in UCF's pro rata portion of the taxes, assessments, charges, or other amounts then due to Osceola County.

SECTION 3.12. UTILITIES.

(A) At its sole cost and expense, UCF shall obtain and promptly pay, or require the R&D Center Manager to obtain and pay for all utility, communication and other services furnished to or consumed on the Leased Premises, including, but not limited to, electricity, cable, gas, water

and wastewater (including the amounts specifically described in the following subsections (B) through (G)), heat, telephone, janitorial, garbage collection, and all charges related to any of these services, including any tap-in, connection or impact fees. Should UCF or the R&D Center Manager fail to pay the charges for any utility, communication or other services to be paid by UCF or the R&D Center Manager pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided to Osceola County under this Lease Agreement, may pay any such charges and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement to the extent charges accrue prior to the expiration or termination date.

(B) Water and wastewater rates, fees and charges will be directly billed by TWA to UCF or the R&D Center Manager on a non-discriminatory basis with regard to other similarly classified TWA users and customers. In addition, a separate monthly bill will be sent directly by TWA to UCF or the R&D Center Manager for the System Development Charges, computed in the manner described in the following subsection (C), and a separate capital surcharge for reimbursement of the TWA Funding Obligation, computed in the manner described in the following subsection (D). TWA has reserved the right to bill Osceola County for such rates, fees and charges, if the foregoing billing protocol becomes problematic for TWA or the use of termination of service to compel payment is determined not effective or practical by TWA. In such event, rates, fees or charges shall be payable by UCF as Additional Rent.

(C) UCF acknowledges and agrees that development of the R&D Center requires the payment of System Development Charges to TWA.

(1) The total amount of System Development Charges for the R&D Center upon commencement of the Lease Term (other than the Advanced Treatment Facilities) will be payable over a period of ten years with interest from the date of the first monthly utility bill sent concerning the R&D Center at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(2) TWA will also allow for the alternative calculation of System Development Charges for the Advanced Treatment Facilities resulting from the R&D Center generating an increase in average flow over a period of twelve consecutive months not less than five percent over the flow for which System Development Charges have been previously paid under this subsection (2) and shall be calculated and paid as follows:

(a) System Development Charges for water capacity shall be based upon (i) then currently applicable TWA System Development Charge resolutions

for buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to serve the ROWS (which estimated flows shall be determined and charged incrementally as the ROWS achieves capacity or is expanded for additional capacity).

(b) System Development Charges for wastewater capacity will be based upon (i) then currently applicable TWA System Development Charge resolutions for buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to accept the additional wastewater resulting from operation of the R&D Center and delivered from the AWNS to TWA's wastewater collection system (which estimated flows shall be determined and charged incrementally as the AWNS achieves capacity or is expanded for additional capacity).

(c) System Development Charges for expansion or incremental flow increases arising from the operation of the R&D Center will be payable over a period of ten years with interest from the first monthly utility bill sent concerning the R&D Center following such expansion or incremental flow increase at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers.

(3) Monthly incremental payments of the System Development Charges shall be collected on a monthly utility bill from TWA, as described in this subsection (C). UCF will timely pay or require the R&D Center Manager to timely pay the System Development Charge.

(4) At its sole option, UCF may satisfy its obligation for the payment of the outstanding balance of System Development Charges by prepaying the remaining principal balance of such System Development Charges plus interest accrued to the date of such prepayment.

(D) The parties acknowledge and agree that TWA shall also be entitled to recover the amount of the TWA Funding Obligation through a capital reimbursement surcharge computed in the manner described in this subsection (D). The amount of TWA Funding Obligation actually funded by TWA, which shall not exceed \$3,200,000 for construction of the Advanced Treatment Facilities will be payable monthly as a capital reimbursement surcharge over ten years with interest from the first monthly utility bill sent concerning the R&D Center following Completion at the same interest rate per annum then established by TWA for installment payment of System Development Charges for all other TWA customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(E) UCF shall pay or require the R&D Center Manager to pay all monthly incremental payments associated with repayment of the amount of the TWA Funding Obligation, as described in the foregoing subsection (D), until the aggregate remaining principal balance, including interest due, has been reduced to zero.

(F) At its sole option, UCF may satisfy its obligation for the payment of the TWA Funding Obligation by prepaying the remaining principal balance of such TWA Funding Obligation, plus interest accrued to the date of such prepayment.

(G) UCF shall provide written notice of all of the foregoing rates, fees and charges to the R&D Center Manager and any other user of the R&D Center to be billed for such rates, fees and charges. Evidence of compliance with such covenant shall be provided upon request and by periodic certification from UCF to TWA.

(H) Terms for any future expansion of the Advanced Treatment Facilities, if any, shall be negotiated and agreed upon in writing by the Parties in advance. Such negotiation may be initiated by either Party, with initiation at such time as a particular need for future expansion is identified and reasonably anticipated. This subsection shall not be construed to require either Party to fund a future expansion project.

SECTION 3.13. INSURANCE – UCF.

(A) At all times during the term of this Lease Agreement, UCF shall provide insurance for the R&D Center Site and the R&D Center, including the Advanced Treatment Facilities by:

(1) participating in the State Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Pursuant to this Fund, UCF shall provide and maintain during the term of this Agreement general liability coverage of \$200,000 each person and \$300,000 each occurrence; workers' compensation insurance to comply with applicable state workers' compensation, occupational disease laws and any rule promulgated thereunder; and fleet automobile liability coverage of \$200,000 per person and \$300,000 per occurrence for general liability and \$10,000 each person/occurrence for personal injury;

(2) maintaining General Liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$1,000,000 per occurrence and aggregate; and

(3) maintaining umbrella or excess liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$5,000,000 per occurrence and aggregate.

(B) The terms, exclusions to coverage, and other conditions of the insurance and coverages in subsection (A) shall be submitted to and administratively approved by TWA, in writing, prior to any binder or agreement to coverage with the insurer, and thereafter prior to any subsequent changes or modifications. Approval by TWA shall not be unreasonably withheld.

(C) At all such times regarding the Advanced Treatment Facilities and R&D Center, UCF or the R&D Center Manager shall furnish evidence of the insurance coverages described in this Section to TWA. Whenever legally possible, the certificates shall name TWA as an insured. Any certificates shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving the County and TWA thirty (30) days prior written notice of such proposed action, except in the event of non-payment of the premium, for which the County and TWA shall be given ten (10) days prior written notice of such proposed action. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Section, does not constitute a waiver by County of the obligation by UCF or the R&D Center Manager to fulfill the insurance requirements specified herein.

SECTION 3.14. INSURANCE – COUNTY. At all times during the term of this Lease Agreement, Osceola County shall maintain insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to the Leased Premises, excluding contents of the R&D Building for the full replacement value thereof.

SECTION 3.15. INSURANCE – R&D PARTICIPANTS.

(A) To the extent permitted by law, UCF shall require all R&D Participants to:

(1) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Leased Premises, or otherwise arising under this Lease Agreement;

(2) maintain umbrella or excess liability insurance;

(3) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(4) maintain appropriate workers' compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

(5) maintain professional liability insurance and self-insured employment practices liability coverage.

(B) Such liability insurance shall be maintained in the following minimum amounts:

(1) Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

(2) Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

(3) Umbrella or Excess Liability

\$3,000,000 per occurrence and aggregate

(4) Workers Compensation

As required by law

(5) Professional Liability/Errors & Omissions

\$1,000,000 each occurrence/aggregate – to include entity coverage

(6) Crime Coverage

Type: Blanket Crime Bond Limit: \$500,000

(C) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of an R&D Participant on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such R&D Participant.

(D) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A. M. Best Company of A-7 or better shall be deemed satisfactory. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.16. INSURANCE – CONTRACTORS.

(A) To the extent permitted by law, UCF shall require all Contractors to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	Over \$2,000,000	\$500,000 to \$2,000,000	\$100,000 to \$500,000	Under \$100,000
Minimum Insurer Rating	A.M. Best – A	A.M. Best – A-	No Requirement	No Requirement
Workers' Compensation	\$1M/\$1M/\$1M	\$1M/\$1M/\$1M	\$1M per occurrence	\$1M per occurrence
General Liability – Comprehensive	\$1M/\$2M aggregate	\$1M/\$2M aggregate	\$1M/\$1M aggregate	\$1M/\$1M aggregate
General Liability – Auto, Injury and Property Damage	\$1M each	\$1M each	\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident	\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident
General Liability – Excess Liability	\$10M	<\$750k = \$2M, >\$750k = \$10M	No Requirement	No Requirement
General Liability – Completed Operations	\$2M	\$2M	No Requirement	No Requirement
General Liability – Owner & Contractor/CM Protective Liability	\$1M/\$2M	\$1M/\$2M	No Requirement	No Requirement
General Liability – Contractual Liability	\$1M/\$2M aggregate	\$1M/\$2M aggregate	No Requirement	No Requirement
Builder's Risk	To be provided by Contractor	To be provided by Contractor	No Requirement	No Requirement

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Contractor on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Contractor.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.17. INSURANCE – TRADESMEN AND DESIGNERS.

(A) To the extent permitted by law, UCF shall require all Tradesmen and Design Professionals to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	Tradesmen	Design Professionals
Minimum Insurer Rating	No Requirement	No Requirement
Workers' Compensation	\$1M per occurrence	\$1M/\$1M/\$1M
General Liability – Comprehensive	\$1M/\$2M aggregate	\$1M/\$2M aggregate
General Liability – Auto, Injury and Property Damage	\$1M Combined Bodily Injury and Property Damage	\$1M Combined Each Accident
General Liability – Excess Liability	\$1M	\$1M
General Liability – Completed Operations	\$1M	\$2M aggregate
Medical Expense	\$5,000	\$5,000
Damage to Rental Premises	\$50,000	No Requirement
Personal and Advertising Injury	\$1M	\$1M
Fire Damage		\$50,000 per fire
Professional Liability	No Requirement	\$1M Claim/Aggregate

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Tradesmen and Design Professional on the Leased Premises (1) will not expose either UCF or Osceola County to risks

insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Tradesmen and Design Professional.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.18. DAMAGE OR DESTRUCTION.

(A) If less than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.14 hereof, then UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.14 hereof shall be available to UCF for this purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

(B) If more than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.14 hereof or such damage or destruction occurs during the final two years of the Lease Term:

(1) UCF may elect to terminate this Lease Agreement by providing written notice to Osceola County not less than 120 days following such damage or destruction.

(2) If UCF does not elect to terminate this Lease Agreement, UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.14 hereof shall be available to UCF for such purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

SECTION 3.19. QUIET ENJOYMENT. So long as UCF pays the Base Rent, Additional Rent and other sums payable under this Lease Agreement as and when due and performs UCF's covenants and complies with all of the terms and provisions of this Lease Agreement, UCF shall peacefully and quietly hold the Leased Premises throughout the Lease Term free from hindrance or molestation by County and others claiming by or under Osceola County, but subject, however, to the terms of this Lease Agreement. The provisions of this Section are in lieu of any implied covenants of title and quiet enjoyment.

SECTION 3.20. ENTRY AND INSPECTION. Osceola County shall have the right, upon 24 hours' prior notice (except in case of an emergency in which event no notice shall

be required), to enter the Leased Premises for the purpose of (A) examinations or inspections of the same, (B) making such repairs or alterations therein as permitted by County pursuant to the terms of this Lease Agreement or as County may reasonably deem necessary to preserve the value of the Leased Premises and (C) during the last year of the Lease Term only, showing the Leased Premises to prospective tenants or purchasers; and such entry not be deemed to be an actual or constructive eviction.

SECTION 3.21. SURRENDER. The following provisions shall apply if this Lease Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

(A) UCF shall yield the Leased Premises to Osceola County in good order and repair, and licenses granted herein to UCF shall automatically terminate and UCF shall execute a document, to be recorded in the public records, acknowledging the termination of this Lease Agreement. Except as otherwise provided in this Lease Agreement, the R&D Center and any leasehold improvements shall become the sole property of Osceola County without any compensation to UCF and free and clear of any right, title, interest, claim or demand of UCF or of anyone claiming through or under UCF. UCF agrees to execute such documents and instruments of conveyance as may be required by Osceola County to confirm such ownership in Osceola County.

(B) UCF shall assign to Osceola County all of UCF's interest in all subleases and any prepaid rent or deposits thereunder, along with UCF's interest in the total amount of any reserve accounts for capital repairs, replacements, operating expenses or other like items paid to UCF by occupants of the R&D Center, to the extent permitted by law and the terms of any agreements between UCF and the sublessees.

(C) Notwithstanding the foregoing but subject to the removal provisions below, Tools installed pursuant to Section 3.06 hereof shall remain the sole property of UCF (or the Occupant or other third party providing such Tools) if removed prior to the termination of this Lease Agreement, without any compensation to Osceola County and free and clear of any right, title, interest, claim, or demand of Osceola County or of anyone claiming through or under Osceola County. Osceola County agrees to execute such documents and instruments of conveyance as may be required by UCF to confirm such ownership in UCF (or the Occupant or other third party providing such Tools). UCF may remove such Tools, any of UCF's trade fixtures, furniture, furnishings, and other personal property from the Leased Premises and UCF shall repair any damage which may result to the Leased Premises from such removal; provided, however, UCF shall not remove any Tools, trade fixtures or equipment without Osceola County's prior written consent if the removal of the Tools, fixtures or equipment will impair the structure of the R&D Building. In the event UCF fails to remove those items, the items shall be deemed abandoned and shall be the property of Osceola County.

SECTION 3.22. HOLDING OVER. A holding over beyond the expiration of the Lease Term, whether with Osceola County's written consent or without Osceola County's consent, shall operate as an extension of this Lease Agreement on a month to month basis on the same terms and conditions in effect immediately prior to the expiration, except that Base Rent shall be one hundred ten percent of the Base Rent. If UCF holds over with the written consent of Osceola County, then the extended term may be terminated either by Osceola County or UCF by giving

thirty days' written notice to the other. Nothing contained in this Section however, shall be construed as a consent by Osceola County to any hold over by UCF, and Osceola County expressly reserves the right to require UCF to surrender possession of the Leased Premises to Osceola County upon expiration or other termination of this Lease Agreement, and the provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Osceola County provided herein or at law if UCF holdovers without Osceola County's written consent.

SECTION 3.23. SURVIVAL OF OBLIGATIONS. All obligations of UCF hereunder arising during the term but not fully performed as of the expiration or earlier termination of this Lease Agreement shall survive the expiration or earlier termination of this Lease Agreement, including without limitation, all obligations concerning the payment of Base Rent, Additional Rent and other expenses and charges required to be paid hereunder by UCF for the period prior to the expiration or earlier termination of this Lease Agreement.

SECTION 3.24. EMINENT DOMAIN. In addition to, and without limiting the obligations of Osceola County as set forth in Section 3.07(A), if there shall be taken during the Lease Term by any condemning authority of more than ten percent of the Leased Premises, upon written notice within thirty days after such taking, UCF shall have the option to terminate this Lease Agreement. All sums awarded or agreed upon between UCF and the condemning authority for the taking of a UCF's removable trade fixtures and/or Tools acquired by UCF shall be the property of UCF. UCF shall have the right to pursue any separate award from the condemning authority for relocation expenses, loss of business, or other non-real estate related awards.

**ARTICLE IV
USE AND OCCUPANCY**

SECTION 4.01. TAX COVENANT. UCF acknowledges that Osceola County has issued the Sales Tax Bonds in compliance with the conditions necessary for interest on the Sales Tax Bonds to be excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code. It is the intent of Osceola County and UCF that the interest on the Sales Tax Bonds and any refunding obligations issued under the requirements of Section 103(a) of the Code be and remain excludable from gross income for federal income tax purposes. To that end, UCF covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Sales Tax Bonds, which was excludable from the gross income of the bondholders for federal income taxes on the date of their issuance, shall continue to be so excludable.

SECTION 4.02. MANAGEMENT SERVICES AGREEMENT. Unless UCF elects to operate the R&D Center directly, it shall have a management service agreement with an entity qualified to manage the R&D Center, including the Advanced Treatment Facilities. During the useful life of the R&D Center project funded by the EDA Grant, which is stipulated to be twenty years, any subsequent management services agreement must be reviewed and approved by EDA.

SECTION 4.03. RESEARCH AND DEVELOPMENT. The R&D Center will be used by UCF or the R&D Center Manager:

(A) to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing;

(B) to promote collaboration among experts in industry and academia to share sensor-related expertise (and other advanced manufacturing opportunities) and to perform research and development on innovative sensor manufacturing systems that lead to advanced and alternative strategies, with improved efficiencies of scale;

(C) to accelerate the growth of an advanced sensor device industry cluster and advanced manufacturing sectors, creating jobs and economic improvement for Osceola County through the development and commercialization of new sensor technologies and other advanced manufacturing technologies, recognizing that companies within industry clusters derive strength from one another, encourage further growth and innovation, and result in expanded economic development for Osceola County; and

(D) to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs and benefiting the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County.

SECTION 4.04. COMPLIANCE WITH LEGAL REQUIREMENTS. During the Lease Term, UCF shall comply with and cause the Leased Premises to be in compliance with (A) all laws, ordinances and regulations, and other governmental rules, orders and determinations,

whether or not presently contemplated applicable to the Leased Premises or the uses conducted on the Leased Premises, including without limitation, the Americans With Disabilities Act, the Florida Americans With Disabilities Accessibility Implementation Act, and all local state and federal non-discrimination and environmental laws; and (B) the provisions of any insurance policies required to be maintained by UCF with respect to the Leased Premises; provided however, that Osceola County shall be responsible for any violations occurring prior to Substantial Completion of the R&D Center. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Lease Term because of any of these requirements, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole liability of UCF; provided however, that the foregoing sentence shall not apply to any generally applicable regulations imposed by Osceola County that were not in effect prior to the date the R&D Center reached Substantial Completion.

SECTION 4.05. REQUIRED OCCUPANCY.

(A) If for any reason, UCF is unable to fully use the R&D Center for the purposes described in Section 4.03, it shall locate or relocate comparable research and development activities under the auspices of UCF's Office of Research and Commercialization or another comparable research, science or technical division of UCF, to the R&D Center. The completed cleanroom research/fabrication space, as described in the Design Documents incorporated by reference into the Restated Development Agreement, shall be fully and actively utilized for such activities at all times. The Parties will use every reasonable effort to cooperate with each other and community collaborators such as Florida High Tech Corridor Council, Inc. to actively pursue university, industry and government partners to build out the R&D Center and secure economic development project for Osceola County and the region.

(B) Osceola County and UCF acknowledge that utilization of the R&D Center for the purposes described in Section 4.03 and/or the foregoing subsection (A) has served as a material inducement for Osceola County to enter into the Restated Development Agreement and this Lease Agreement. Osceola County and UCF further acknowledge that remedies at law, including but not limited to monetary damages, may be inadequate for breach by either Party hereunder and either Party may incur losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery of actual damages. Accordingly, if either Party shall breach any term of this Lease Agreement, each Party agrees that the other Party shall be entitled to seek such equitable relief as may be available to it under Florida law, including but not limited to an action for mandamus or specific performance in addition to the remedies provided in Section 6.01 hereof.

ARTICLE V
ADVANCED TREATMENT FACILITIES

SECTION 5.01. OPERATION.

(A) During the Lease Term, UCF shall operate and maintain the Advanced Treatment Facilities to serve the R&D Center in accordance with the terms of this Lease.

(B) The ROWS and ROWS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The ROWS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, membrane preservation, preventative maintenance and performance monitoring, to produce water meeting the volume and quality requirements of the R&D Center.

(C) The AWNS and AWNS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The AWNS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, calibration, preventative maintenance and performance monitoring to treat wastewater from the R&D Center to the published standards required by TWA for effluent entering its wastewater system. UCF shall provide, or cause the R&D Center Manager to provide access to the Leased Premises to TWA for monitoring, and to monitoring equipment, to address capacity, capability, quantity and quality to allow monitoring for, among other things, demand and contaminants entering TWA's wastewater collection system.

(D) UCF shall maintain and share, or cause the R&D Center Manager to maintain and share with TWA upon request, a record of maintenance and operations in a digital format, with an audit trail as to date, time, and person recording entries, to the extent applicable to the Advanced Treatment Facilities.

(E) UCF shall pay, or cause the R&D Center Manager to pay all operating and maintenance expenses of the Advanced Treatment Facilities related to or arising from the operation of the R&D Center, including, but not limited to salaries, benefits and employee taxes for staff, supplies, treatment chemicals, filters, utilities, insurance (but only to the extent required by the terms of this Lease Agreement), lab and testing fees, minor repairs and regular maintenance. In addition, UCF shall pay all applicable TWA rates, fees and charges for water entering the Advanced Treatment Facilities or the R&D Center and all applicable TWA rates, fees and charges for wastewater entering TWA's wastewater collection system from the R&D Center.

(F) TWA shall have the right, but not the duty, to inspect the Advanced Treatment Building, ROWS and AWNS, and associated facilities. Any inspection conducted by TWA shall be coordinated with the UCF or the R&D Center Manager and shall not unreasonably interfere with operation of the R&D Center or the Advanced Treatment Equipment.

SECTION 5.02. RENEWAL, REPLACEMENT AND EXPANSION.

(A) The parties recognize that:

(1) the AWNS and ROWS will likely be initially designed and sized to serve the R&D Center at the commencement of the Lease Term;

(2) various components of the AWNS and ROWS will have different useful lives, necessitating renewal and replacement at different times;

(3) build-out of the R&D Center will likely require expansion of the AWNS and ROWS; and

(4) service to customers other than the R&D Center will likely require expansion of the Advanced Treatment Building, expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, and easements for the additional AWNS main and ROWS main; and

(5) TWA may, in its absolute discretion, provide funding for expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, but has no obligation to provide any such funding.

(B) UCF shall be responsible, or cause the R&D Center Manager to be responsible for renewal and replacement of the AWNS and ROWS components required to meet the operating standards set forth in Section 5.01. Replacement components shall be comparable to the components replaced and shall meet applicable manufacturer's specifications for the AWNS and ROWS, respectively.

(1) Beginning on December 1 following execution of this Lease, and by December 1 of each year thereafter during the term of this Lease, UCF shall provide, or cause the R&D Center Manager to provide to TWA for consideration and comment a projected five-year capital improvement plan for annual renewal and replacement expenditures for the AWNS and ROWS components for consideration and inclusion in the capital budget of UCF or the R&D Center Manager. Such plan will be continually updated each successive year in a manner which uses sound engineering judgement and incorporates appropriate asset management criteria as mutually determined by UCF or the R&D Center Manager, and TWA. Such plan will address planned expenditures for the upcoming fiscal year commencing on October 1 and the four succeeding fiscal years and at a minimum must include the following elements: (a) detailed list of capital items to be replaced or rehabilitated in each year of the five-year plan; (b) quantities of each item; (c) cost per item; and (d) schedule for replacement or rehabilitation.

(2) The obligation to fund any renewal or replacement project shall be that of the UCF or the R&D Center Manager, not Osceola County or TWA.

(C) UCF or the R&D Center Manager may negotiate terms, conditions and financial obligations with Osceola County and/or TWA for design, acquisition and installation of expansions to the AWNS and ROWS required to serve the R&D Center to full build-out in

accordance with Section 3.12(H). Any such expansions shall comply with all government requirements.

(1) TWA shall have no obligation to fund expansions to the AWNS and ROWS unless otherwise agreed in writing, but may elect to do so in accordance with this subsection (C), or otherwise, after considering:

(a) advantages to TWA ratepayers resulting from local economic expansion emanating or derived from the R&D Center and Advanced Treatment Facilities;

(b) concomitant monetary contributions by UCF or the R&D Center Manager; and

(c) concomitant monetary contributions from Osceola County, UCF, other local, state or national governmental, public or private interests, beneficiaries or users.

(2) Osceola County may elect to fund expansions to the AWNS and ROWS in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(3) If both TWA and Osceola County decline to fund any expansions to the AWNS and ROWS, the AWNS and ROWS shall not be expanded unless UCF elects to provide the necessary funds or secures funds from another source. UCF may elect to fund expansions in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(D) The parties acknowledge and agree that the Advanced Treatment Facilities may be expanded to serve customers other than the R&D Center. If TWA elects to initiate advanced water and/or wastewater service to other customers, Osceola County, UCF, the R&D Center Manager and TWA shall meet, discuss and make good faith efforts to agree upon:

(1) expansion of the Advanced Treatment Building, or design and construction of an additional advanced treatment building;

(2) design, acquisition and installation of additional Advanced Treatment Equipment;

(3) location of an additional easement for an AWNS Main and/or ROWS Main;

(4) operating responsibilities for the additional Advanced Treatment Equipment;

(5) billing and customer service responsibilities for the new customer or customers;

- (6) allocation of capital and operating costs between the R&D Center and the new customer or customers;
- (7) allocation of responsibilities and expenses associated with insurance and liability between the R&D Center and the new customer or customers;
- (8) responsibility for renewal and replacement projects associated with the new customer or customers;
- (9) responsibility for expansions to the AWNS and ROWS associated with the new customer or customers; and
- (10) any other issues relevant to the provision of advanced water and/or wastewater service to other customers.

Until and unless the Parties enter into a written agreement setting forth the terms related to any such expansion, UCF shall have any obligation, financial or operational, regarding such expansion; however, to the extent any portion of the capital reimbursement surcharge paid by UCF to TWA hereunder can be legally recovered from any new customer or customers, such portion of the capital reimbursement surcharge shall be applied to any remaining outstanding balance owed by UCF.

**ARTICLE VI
GENERAL PROVISIONS**

SECTION 6.01. DEFAULT AND REMEDIES.

(A) Any one or more of the following events shall constitute a UCF Default under this Lease Agreement by UCF: (1) UCF fails to pay when due Base Rent, Additional Rent or any other amount to be paid under this Lease Agreement by UCF, and the failure continues for thirty days after written notice from Osceola County; (2) UCF fails to perform or observe any other covenant or condition to be performed or complied with by UCF under this Lease Agreement, specifically including but not limited to Sections 3.11, 3.12, and Article IV hereof; (3) UCF files or there is filed against UCF a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (4) an order is entered adjudicating UCF bankrupt or approving an involuntary petition seeking a reorganization of UCF under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of UCF, and the order is not vacated or stayed within one hundred eighty days of entry; or (5) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against UCF, or is taken upon or subjected to any attachments by any creditor of UCF or claimant against UCF, and the attachment is not discharged within thirty days after its levy.

(B) Upon the occurrence of a UCF Default, Osceola County shall have the following rights and remedies (in addition to all other rights and remedies provided Osceola County at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate Osceola County for all damages proximately caused by UCF's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to UCF's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel UCF to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement. Upon termination of this Lease Agreement, Osceola County may re-enter and take complete and peaceful possession of the Leased Premises, in which event UCF shall peacefully and quietly yield up and surrender the Leased Premises to Osceola County. Osceola County and UCF further agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(C) No waiver or assent, express or implied, to any breach of UCF's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by Osceola County's failure to enforce the terms of this Lease Agreement strictly, including, without limitation, Osceola County's failure to collect any Base

Rent or Additional Rent, unless such waiver shall be in writing and shall state the specific act or failure which Osceola County has agreed not to treat as a UCF Default.

(D) If a UCF Default occurs as a result of UCF's failure to pay any lawfully imposed taxes, assessments or other charges, or maintain required insurance coverages, Osceola County, without waiving or releasing any obligation or UCF Default, may (but shall be under no obligation to) make the payment for the account and at the expense of UCF. All sums so paid by Osceola County, together with interest thereon at the Prime Rate, shall constitute Additional Rent and shall be paid by UCF to Osceola County on demand.

(E) Any one or more of the following events shall constitute an Osceola County Default under this Lease Agreement by Osceola County: (1) Osceola County fails to perform or observe any other covenant or condition to be performed or complied with by Osceola County; (2) Osceola County files or there is filed against Osceola County a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; (3) an order is entered adjudicating Osceola County bankrupt or approving an involuntary petition seeking a reorganization of Osceola County under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Osceola County, and the order is not vacated or stayed within one hundred eighty days of entry; or (4) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against Osceola County, or is taken upon or subjected to any attachments by any creditor of Osceola County or claimant against Osceola County, and the attachment is not discharged within thirty days after its levy.

(F) Upon the occurrence of an Osceola County Default, UCF shall have the following rights and remedies (in addition to all other rights and remedies provided UCF at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate UCF for all damages proximately caused by Osceola County's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to Osceola County's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel Osceola County to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement.

(G) No waiver or assent, express or implied, to any breach of Osceola County's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by UCF's failure to enforce the terms of this Lease Agreement strictly, unless such waiver shall be in writing and shall state the specific act or failure which UCF has agreed not to treat as an Osceola County Default.

SECTION 6.02. NOTICE AND CURE. No breach of this Lease Agreement shall become a UCF Default or an Osceola County Default unless the non-defaulting Party has notified the defaulting Party in writing of the breach and demanded compliance with this Lease Agreement.

The Party who has breached this Lease Agreement shall remedy its breach within fifteen business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the fifteen business day period, in which additional time shall be afforded, provided cure is begun within the fifteen business day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed thirty days from the receipt by the defaulting Party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting Party may declare a breaching Party in default and may exercise its remedies as provided in this Lease Agreement.

SECTION 6.03. REMEDIES CUMULATIVE. All rights and remedies provided in this Lease Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

SECTION 6.04. RESOLUTION OF DISPUTES. It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation; therefore, the Parties agree that whenever any Party cannot resolve an issue with the other Party, the affected Parties will engage in the alternative dispute resolution process described below prior to resorting to litigation.

(A) Either Party may initiate the dispute resolution process by providing written notice to the other Party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(B) If discussions between the Parties fail to resolve the dispute within sixty calendar days of the notice described in the foregoing subsection (A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, Osceola County will request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of the Osceola County Commission.

(C) If the Parties are unable to reach a mediated settlement within 120 calendar days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Party. In such event, any Party may initiate litigation within 120 calendar days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Osceola County and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents or agencies to be sued, or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 6.05. PUBLIC RECORDS. The Parties shall comply with Section 119.07, Florida Statutes commonly known as the Public Records Act, including but not limited to the following:

(A) keep and maintain public records that ordinarily and necessarily would be required by the Parties in order to perform the service;

(B) provide the public with access to public records on the same terms and conditions that the Parties would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(C) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(D) meet all requirements for retaining public records and transfer, at no cost, to the counterparty all public records in possession of each Party upon termination of this Lease Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

SECTION 6.06. ASSIGNMENT. Neither Party shall be permitted to assign, nor transfer any of its rights and obligations under this Lease Agreement without the prior written consent of the other Party, which shall not be withheld unreasonably. During the useful life of the R&D Center project funded by the EDA Grant, which is stipulated to be twenty years, no such assignment shall be made without the prior written consent of EDA. The foregoing shall not be construed to prohibit occupancy, sublease or other R&D Center use agreements entered into by UCF in the ordinary course of operating the R&D Center for the purpose described in Sections 4.03 and 4.05 hereof.

SECTION 6.07. PROFESSIONAL FEES. Each Party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each Party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 6.08. TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Lease Agreement.

SECTION 6.09. EXTENSION OF TIME PERIODS. In the event that the last day of any period of time on any date specified in this Lease Agreement shall fall on a weekend or legal holiday, or any day when UCF's or County's banks or other governmental offices in Osceola County are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices and banks are open.

SECTION 6.10. NO JOINT VENTURE. Nothing in this Lease Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship between Osceola County and UCF.

SECTION 6.11. NON-WAIVER. The failure of any Party to insist upon another Party's compliance with its obligations under this Lease Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

SECTION 6.12. COUNTERPARTS. This Lease Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Lease Agreement, so that in making proof of this Lease Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 6.13. ENTIRE AGREEMENT. This Lease Agreement, including the Appendices, which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 6.14. BINDING EFFECT. This Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto; provided however, that the Lease Agreement shall not inure to the benefit of any assignee of UCF pursuant to an assignment which is not in compliance with the terms of the Lease Agreement.

SECTION 6.15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Lease Agreement shall be binding unless executed in writing by both Parties hereto. No waiver of any of the provisions of this Lease Agreement shall be deemed or shall constitute a waiver of any other provision of this Lease Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 6.16. NOTICES TO PARTIES.

(A) Whenever this Lease Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it (1) by hand delivery to the person(s) hereinafter designated, or (2) by overnight hand delivery addressed as follows, or (3) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (4) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To Osceola County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, FL 34741
Phone: (407) 742-2385
Fax: (407) 742-3291

With a copy to: Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, FL 34741
Phone: (407) 343-2330
Fax: (407) 742-2217

To UCF: Vice President for Research & Commercialization
University of Central Florida
4365 Andromeda Loop North
Millican Hall Room 260
Orlando, FL 32816
Phone: (407) 823-5538
Fax: (407) 882-1156

With a copy to: Vice President and General Counsel
University of Central Florida
4365 Andromeda Loop North
Millican Hall Room 360
Orlando, FL 32816
Phone: (407) 823-2482
Fax: (407) 823-6155

Any of the foregoing Parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

(B) A copy of each such notice shall be provided in the same manner to the R&D Center Manager at the address set forth below:

ICAMR, Inc.
Attention: Chief Operating Officer
200 NeoCity Way
Kissimmee, FL 34741
Phone: (407) 742-4254
Fax: (407) 742-3291

The R&D Center Manager may, by notice in writing given to the Parties, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 6.17. SEVERABILITY. In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

SECTION 6.18. GOVERNING LAW AND VENUE. This Lease Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Lease Agreement. In the event of litigation among the Parties hereto, their successors or assigns, with regard to this Lease Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

SECTION 6.19. LITIGATION. Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any Party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any Party hereto may file a copy of this agreement with any court as conclusive evidence of the consent of the Parties hereto to the waiver of any right they may have to trial by jury.

SECTION 6.20. MEMORANDUM OF LEASE. Upon execution of this Lease Agreement, the Parties shall execute and Osceola County shall record a Memorandum of Lease in substantially the form attached hereto as Appendix B. Within thirty days of the expiration or earlier termination of this Lease Agreement, the Parties shall execute and record a termination of any such Memorandum of Lease. If either Party fails to execute such a termination, the other Party shall have the right to record a unilateral notice of such expiration or termination, which unilateral notice is hereby authorized by the Parties, and shall be effective to terminate any Memorandum of Lease.

SECTION 6.21. SUBORDINATION AGREEMENT. UCF acknowledges that the EDA Grant requires Osceola County to execute and record a Covenant of Use, Purpose and Ownership in substantially the form attached hereto as Appendix C and requires the Parties to subordinate this Lease Agreement to the Covenant of Use, Purpose and Ownership. Upon execution of this Lease Agreement, the Parties shall execute and Osceola County shall record a Subordination Agreement in substantially the form attached hereto as Appendix D. Upon expiration of the useful life of the project funded by the EDA grant, stipulated to be twenty years, the Parties shall execute and record a termination of the Covenant of Use, Purpose, and Ownership.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Lease Agreement to be executed and delivered this ___ day of _____, 2017.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, UCF has caused this Lease Agreement to be executed and delivered this ___ day of _____, 2017.

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By: _____
John C. Hitt, Ph.D., President

WITNESSES:

Print:

Print:

**APPENDIX B
FORM OF MEMORANDUM OF LEASE**

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Andrew W. Mai
Osceola County Attorney
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

(Space reserved for Clerk of Court)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of _____, 2017] and is entered into by and between Osceola County, a charter county and political subdivision of the State of Florida. with and address of 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741 ("Osceola County"), and the University of Central Florida Board of Trustees, with an address of 4365 Andromeda Loop North, Millican Hall Room 360, Orlando, FL 32816 ("UCF").

WITNESSETH:

WHEREAS, Osceola County is the owner of certain property to be developed for research and development purposes; and

WHEREAS, on _____, 2017, Osceola County and UCF executed an unrecorded Lease Agreement pertaining to a portion of such property (the "Leased Premises") that are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

NOW THEREFORE, Osceola County and UCF hereby agree as follows:

1. Leased Premises. Osceola County hereby leases to UCF, and UCF hereby leases from Osceola County, the Leased Premises upon all of the terms, covenants and conditions set forth in the Lease Agreement.

2. Term. The unrecorded Lease Agreement commenced on _____, 2017, and extends for a period of forty years.

3. Incorporation by Reference. The purpose of this Memorandum is solely to provide notice of the existence of the Lease Agreement. The Lease Agreement is incorporated herein by this reference, and words and phrases used in this Memorandum, which are not defined herein, shall have the meanings given to them in the Lease Agreement. In the event, and to the extent, that any of the terms or provisions of this Memorandum are inconsistent with the terms or provisions of the Lease Agreement, the terms and provisions of the Lease Agreement shall govern and prevail.

IN WITNESS WHEREOF, Osceola County and UCF hereto have executed this Memorandum.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By: _____
John C. Hitt, Ph.D., President

WITNESSES:

Print:

Print:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 2017,
by John C. Hitt, Ph.D., as President of the University of Central Florida. The President [] is
personally known to me, or [] has produced a driver's license as identification.

(Notary Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

APPENDIX C
FORM OF COVENANT OF USE, PURPOSE AND OWNERSHIP

This Instrument Prepared By:
David E. Todd
Atlanta Regional Counsel
U.S. Department of Commerce
Economic Development Administration
401 W. Peachtree Street, NW
Suite 1820
Atlanta, Georgia 30308-3510

COVENANT OF USE, PURPOSE AND OWNERSHIP

This Covenant, dated this ____ day of _____, 2015 is made by ____ with an address of 910 Highway 19 North, Meridian, MS 39307 ("Recipient") for the benefit of the United States Department of Commerce, Economic Development Administration located at 1401 Constitution Avenue, N.W. Washington, D.C. 20230 ("EDA") with a Regional Office at 401 W. Peachtree Street, N.W., Suite 1820, Atlanta, Georgia 30208-3510.

Recipient makes this Covenant based on the following:

Recipient submitted an application and subsequently was awarded a Financial Assistance Award ("Award") designated as EDA Award No. 04-____ for financial assistance under the Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. § 3121, as amended, *et seq.*) ("PWEDA").

By said Financial Assistance Award, dated ____, EDA offered the Award of \$__ (____) ("Award Amount") to assist in the financing the _____ ("Project") with the total Project estimated to cost \$ ____ .

The Project is situated on the real property described in Exhibit "A" attached hereto and incorporated herein by this reference. All references in this Covenant to the Project include this real property.

On _____, Recipient accepted the Award subject to certain terms and conditions, including the requirements of 13 C.F.R. Part 314, as amended.

The Award provides, *inter alia*, that Recipient, without EDA's prior written consent, will not sell, lease, mortgage or otherwise alienate any right to, or interest in, the Project as prescribed in 13 C.F.R. Part 314 and 2 C.F.R. Part 200. The Award and said regulations also prohibits Recipient, without EDA's prior written consent, from using the Project for purposes other than those specified in the Award and in Recipient's application for the Award ("Authorized Uses").

If Recipient does desire to sell, leases, mortgage or otherwise alienate any right to or interest in the Project, the Recipient may be required to compensate EDA for the Federal Share ("Federal Share") as set forth in 13 C.F.R Part 314.

In order to assure that the benefits of EDA's Award will accrue to the public and be used as intended by both EDA and Recipient, Recipient covenants and agrees to the following:

- 1.) The expected useful life of the Project is twenty (20) years.
- 2.) During the Project's expected useful life, the Project shall be used only for the purposes specified in the Award and in the application for said Award. The Project, including any interest therein, shall not be sold, leased, conveyed, encumbered, abandoned or otherwise transferred without the prior written consent of the United States Department of Commerce's Assistant Secretary of Commerce for Economic Development.
- 3.) If Recipient uses the Project for a non-Authorized use or sells, leases, conveys, encumbers, abandons or otherwise transfers any interest in the Project without the prior written consent of said Assistant Secretary, Recipient shall compensate EDA for the Federal Share. The Federal Share to be compensated to EDA shall be computed as set for the in 13 C.F.R. Part 314, as the same may be amended from time to time.
- 4.) Recipient agrees to keep all taxes on the Project paid in full prior to the taxes becoming a lien on the Property.
- 5.) Recipient shall keep the improvements on the real property described in Exhibit "A" insured for the full replacement value.
- 6.) This Covenant shall run with the land for a period of twenty (20) years from the date of this Covenant.
- 7.) Recipient agrees that this Covenant is a reasonable restraint on alienation of the use, control, possession of or title to the Project and the underlying real property.

Recipient has caused this Covenant to be executed as of the above date by Recipient's duly authorized representative.

RECEIPENT

Attest:

BY: _____ BY: _____

[Name] _____ [Name] _____

It: _____ Its: _____

Approved: _____
Attorney for Recipient

STATE OF _____
COUNTY OF _____

I hereby certify that on this day before me _____, a Notary Public authorized in the State and County aforesaid to take acknowledgments, appeared _____, who is personally known to me or who has produced _____ as identification, as _____ of the _____, and acknowledged before me that s/he executed the same as such officer in name of and on behalf of said _____.

Witness my hand and seal in the County and State last aforesaid this _____ day of _____, 201__.

Notary Public

My commission expires

**APPENDIX D
FORM OF SUBORDINATION AGREEMENT**

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Andrew W. Mai
Osceola County Attorney
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

(Space reserved for Clerk of Court)

**SUBORDINATION AGREEMENT
FOR THE BENEFIT OF
THE UNITED STATES DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT ADMINISTRATION**

THIS SUBORDINATION AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of _____, 2017 by Osceola County, a charter county and political subdivision of the State of Florida (hereinafter "Osceola County"), with an address of 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741 and the University of Central Florida Board of Trustees (hereinafter referred to as "UCF") with an address of 4365 Andromeda Loop North, Millican Hall Room 360, Orlando, FL 32816 in favor and for the benefit of the United States Department of Commerce, Economic Development Administration (hereinafter "EDA") with an address of 1401 Constitution, N.W., Attn: Chief Counsel, Washington, DC 20230 with an office at 401 West Peachtree Street NW, Suite 1801, Atlanta, GA 30308-3510.

WITNESSETH:

WHEREAS, Osceola County and UCF have applied for and obtained a Financial Assistance Award (hereinafter the "Award") from EDA, designated as Osceola County, FL Award 04-01-07149; and

WHEREAS, as a condition and requirement of the Award, EDA requires Osceola County to execute and record a Covenant of Use, Purpose and Ownership (hereinafter the "Covenant") in favor of EDA to evidence and secure EDA's federal interest in the Award, which Covenant is dated _____ and recorded _____ 20__ in Book ___ at Page ___ in the Public Records of Osceola County, Florida; and

WHEREAS, Osceola County, as lessor, and UCF, as lessee, have entered into that certain Lease Agreement dated _____, (hereinafter the "Lease") governing UCF's use and occupancy of the real property described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, a Memorandum of the Lease executed by Osceola County, as lessor, and UCF, as lessee, is recorded in Book _____, at Page _____ of the Public Records of Osceola County, Florida (hereinafter the "Memorandum of Lease"); and

WHEREAS, the parties desire to subordinate and make junior and inferior the Lease to the Covenant; and

WHEREAS, Osceola County and UCF have requested that EDA review and approve the Lease as required and provided in the Award and in the Covenant and EDA has provided its written approval (as limited and qualified in the written approval) of the Lease simultaneously with the execution and as a condition of this execution of this Agreement by Osceola County and UCF;

NOW THEREFORE, in consideration of Ten dollars (\$10.00) paid in hand and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto and for and in further consideration of the respective covenants made in this Agreement, Osceola County and UCF agree as follows:

1. All of the foregoing recitals are true and correct to the best of the knowledge of Osceola County and UCF.

2. The Lease and all renewals, modifications or extension thereof and all of the rights of Osceola County and UCF thereunder are now and at all times hereafter shall be subject, junior and subordinate to the Covenant.

3. UCF's right to acquire title to the property demised and leased by Osceola County to UCF, as set forth in Section 3.03 of the Lease, is hereby made subject, junior and subordinate to the rights EDA under the Covenant.

4. Osceola County and UCF agree to give timely written notice of any default, breach or non-performance of the other party under the terms and provisions of the Lease or any alleged default, breach or non-performance under the terms and provisions of the Lease to EDA. The written notice to EDA shall include and describe what corrective or remedial action(s) the parties are or will undertake to remedy such default, breach or non-performance under the terms and provisions of the Lease or that the parties will not undertake any such corrective or remedial action(s).

5. Any notice which is required, permitted or otherwise given hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid to the address set out above for the parties or at such other address as is specified by written notice delivered in accordance herewith. Any and all notices given by personal delivery shall be deemed received when delivered and any and all notices given by mail shall be deemed received on the fifth calendar day following the postmark on such notice.

6. All terms, covenants, conditions and restriction of the Covenant shall remain in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors in interest and assigns. Time is of the essence hereof. This Agreement shall be governed by and construed in accordance with Federal law, or if Federal law is not controlling, the laws of the State of Florida, as applicable. Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without

invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed and original and all of which shall be construed together and shall constitute one instrument. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, Osceola County and UCF having been duly authorized to do so have executed this Agreement as of the day and year above written.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By: _____
John C. Hitt, Ph.D., President

WITNESSES:

Print:

Print:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 2017,
by John C. Hitt, Ph.D., as President of the University of Central Florida. The President [] is
personally known to me, or [] has produced a driver's license as identification.

(Notary Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

Attachment F

TOOL PROCUREMENT DIRECTIVE

To: Don Fisher, as Authorized Osceola County Representative

From: Elizabeth Klonoff, as Authorized UCF Representative

Copy to: Chester Kennedy, as Authorized ICAMR Representative

Date: August 26, 2016

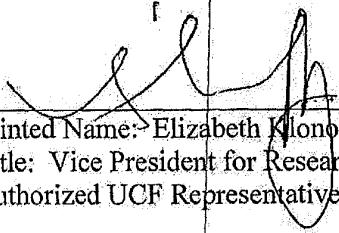
On behalf of the University of Central Florida (UCF), as the Authorized UCF Representative in accordance with Section 4.03 of the Florida Advanced Manufacturing Research Center Development Agreement (Development Agreement), I direct Osceola County (County) to procure Tools for the Florida Advanced Manufacturing and Research Center (R&D Center), having reviewed the terms of the attached Terms of Sale (Terms of Sale) from Intersil Corporation (Intersil) to be executed by the County, which incorporates a specific list of Tools as Schedule A. It is understood that the purchase price will be paid from the Tools Budget set forth in Section 3.01(A)(2) of the Development Agreement.

Attached to this Tool Procurement Directive are:


1. the name, address, telephone number and contact person for Intersil;
2. Intersil's W-9; and
3. the Terms of Sale.

It is understood that the Tool(s) will subsequently be installed in the R&D Center, which is owned by the County and will be subject to the lease of the R&D Center from the County to UCF, and that the costs of inspection, removal, transportation, any required refurbishment, and installation are not included in the Purchase Price stated herein, but will also be paid from the Tools Budget.

Thank you for your attention and consideration in this matter,


Printed Name: Elizabeth Klonoff, Ph.D.
Title: Vice President for Research and Dean of Graduate Studies
Authorized UCF Representative

Approved as to Form and Legality

8/26/2016 

Board of Trustees Meeting - New Business

Intersil - Tool List

Page 1 of 1

Ref#	Description	Fab Completion Date	Purchase Price
TI-1	Applied Materials CDEP1 (HD), 5200 Centura 2 ch Ultima+ Model Centura Ultima+, S/N 21932	9/8/2016	\$740,000
TI-2	Applied Materials CDEP2 (W) 5200 Centura 2 ch WxZ, Model Centura WxZ, S/N 21931	9/15/2016	\$430,000
TI-3	Applied Materials CENTURA4 (FEOL/BEOL) AMAT 5200, 1 ch DPS + Poly/2 ch Super E Model Centura DPS+ Poly/Super E, S/N EA91	8/19/2016	\$540,000
TI-4	Applied Materials CENTURA5 3 ch Super E/Std GB Model Centura Super E S/N 9466	9/25/2016	\$440,000
TI-5	Applied Materials CMP1 (OX) Mirra Trak, Titan 1 Model Mirra Trak Oxide, S/N 322811	9/11/2016	\$420,000
TI-6	Applied Materials CMP2 (W) Mirra Trak Titan 1 Model Mirra Trak Tungsten, S/N 318025	9/16/2016	\$420,000
TI-7	Applied Materials ENDURA4 5500 x2 Degas/x1 Preclean/x3 WB PVD TIN/x1 WB PVD A1/X1 SIP TIN Model Endura Aluminum Interconnect, S/N 308412	9/19/2016	\$810,000
TI-8	Applied Materials PMET3 5200 2 ch DPS R1 Metal/2ch ASP +/-1 Std Cooldown/1 Orienter/Std GB Model Centura DPS Metal R1, S/N EA45	9/22/2016	\$550,000
TI-9	Applied Materials RTP 5200 Centura (Chamber, 1 ch XE+ATM, Model XE+ATM Chamber, S/N Q90001	8/24/2016	\$120,000
TI-10	Faith Enterprises Reader 1 Faith Reader Wafer ID Reader Model 9261253, S/N 06132009	9/26/2016	\$1,000
TI-11	Faith Enterprises Reader 2 Faith Reader Wafer ID Reader Model 9261253?, S/N 7132013	9/26/2016	\$1,000
TI-12	Faith Enterprises Reader 3 Faith Reader Wafer Reader Model 825WR01, S/N 05152039	9/26/2016	\$1,000
TI-13	Faith Enterprises Transfer 1 Faith Transfer Wafer Transfer System Model Rapitran 3, S/N 06132009	after FS18 cleared	\$2,000
TI-14	GSI Lumonics Scribe 4 100- Laser Wafer Marker Model WaferMark Sigma Clean, S/N 2015900	7/9/2016	\$40,000
TI-15	Hitachi 9900 S Model S 9200, S/N 920-12-08	9/22/2016	\$250,000
TI-16	JST Manufacturing Inc Wet 20 (Clean Diff) JST Bench, Linear Style, Full Auto (Robot), Pre-Diffusion Config, Includes, JST DIW Heater (Model: SB6121B-A) Model SA0035R0, S/N 18596-001-00	8/20/2016	\$200,000
TI-17	JST Manufacturing Inc. WET 18 (BEOL) JST Bench, 200 MM, Linear Style, Semi Auto (Robot), BEOL Config, Includes External IPA Dryer Unit Model SA0034R0 S/N 18596-003-00	8/21/2016	\$50,000
TI-18	JST Manufacturing Inc. WET 19 (BEOL) JST Bench, Linear Style, Semi Auto (Robot), BEOL Config, Includes External IPA Dryer Unit Model SA0033R0 S/N 18596-002-00	7/22/2016	\$50,000
TI-19	KLA-Tencor KLA 2139 Open Cassette Model KLA2139, S/N W21XX1303	7/15/2016	\$120,000
TI-20	Nada Technologies Wafer Sorter	9/26/2016	\$15,000
TI-21	Nada Technologies Wafer Sorter	9/26/2016	\$15,000
TI-22	Nikon NSRI12 I-Line Stepper Model NSR-2205i12D	9/25/2016	\$760,000
TI-23	Novellus NOV9 novellus C2 Sequel 2 ch Sequel Express TEOS Model C2 Dual Sequel Express, S/N 99-50-C25776; TEOS Dispense System not included	9/24/2016	\$480,000
TI-24	OnTrak LRCDSS2 OnTrak Scrubber Model DSS-200 Series 2, S/N 10244	8/15/2016	\$65,000
TI-25	TEL I-Line Track (TEL C3, TEL D3), Single Block 2 C 2 Developers (not 3/3 as per Specs) Model Act8, S/N 9191385	9/25/2016	\$380,000
TI-26	TEL VERT 11 (NEUT) Tel Alpha 8S Neutral Oxidation/Diffusion Model 8S, S/N A000097X5544	8/16/2016	\$120,000
TI-27	TEL Vert 12 (NEUT) Tel Alpha 8s Neutral Oxidation/Diffusion Model 8S, S/N 300009655354	8/16/2016	\$120,000
TI-28	TEL VERT 14 (GATE) Tel Alpha 8S Gate Oxidation Model 8S, S/N 30009655382	7/29/2016	\$120,000
TI-29	TEL VERT 15 (Nitride) Tel Alpha 8S Nitride Model 8S, S/N 300009665383	7/18/2016	\$120,000
TI-30	TEL VERT 16 (POLY) Tel Alpha 8S Ppoly (Non-Doped) Model 8S, S/N 300009665388	7/29/2016	\$120,000
TI-31	TEL VERT 17 (N+) Tel Alpha 8S N+ Oxidation/Diffusion Model 8S, S/N A00009755273	8/3/2016	\$120,000
TI-32	TEL VERT 18 (Sinter) Tel Alpha 8S Sinter/Alloy Model 8S S/N A00009480048	9/26/2016	\$120,000
TI-33	Varian Ion 10 (EHP1500) VSEA/AMAT Model EHP1500, S/N 193842	8/15/2016	\$760,000
	Total Price		\$8,500,000

Attachment G

1.001 University Board of Trustees Powers and Duties

- (1) Pursuant to Article IX, section 7(c), Florida Constitution, the Board of Governors shall establish the powers and duties of the board of trustees as set forth herein and as may be established in Board of Governors' regulations. This regulation supersedes the delegation of authority to the boards of trustees contained in the Board of Governors' Resolution dated January 7, 2003. The intent of this regulation is to delegate powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university.
- (2) Composition of Boards; Membership and Organization.
 - (a) Each university shall be administered by a board of trustees, consisting of thirteen members dedicated to the purposes of the State University System. Each university board of trustees includes six members appointed by the Governor and five members appointed by the Board of Governors, all of whom must be confirmed by the Senate. All trustees are required to attend a Board of Governors orientation session, preferably prior to service on the university board. The chair of the faculty senate, or the equivalent, and the president of Student Government, or the equivalent, are also members. Board of trustee members shall serve staggered terms of five years and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices. All members are public officers subject to the requirements of the Florida Code of Ethics.
 - (b) Each board of trustees shall select its chair and vice chair from the appointed members. Each chair shall serve for two years and may be reselected for one additional consecutive two-year term. Any exception to this term of office must be approved by a two-thirds vote of the board of trustees.
 - (c) The duties of the chair shall include presiding at all meetings of the board of trustees, calling special meetings of the board of trustees, attesting to actions of the board of trustees, and notifying the Board of Governors or the Governor, as applicable, in writing whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal as provided in section 1001.71, Florida Statutes.
 - (d) The university president shall serve as the chief executive officer and corporate secretary of the board of trustees and shall be responsible to the board of trustees for all operations of the university and for setting

the agenda for meetings of the board of trustees in consultation with the chair.

- (e) Members of the boards of trustees shall receive no compensation but may be reimbursed for travel and per diem expenses as provided in section 112.061, Florida Statutes.
 - (f) Each board of trustees shall establish the powers and duties of the university president.
 - (g) Each board of trustees shall be a public body corporate with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be impleaded in all courts of law and equity, and to give and receive donations. In all suits against the board of trustees, service of process shall be made on the chair of the board of trustees or on a university designee.
 - (h) Each board of trustees shall be primarily acting as an instrumentality of the state pursuant to section 768.28, Florida Statutes, for purposes of sovereign immunity.
 - (i) Each board of trustees is subject to the public records and open meetings requirements set forth in Article I, section 24 of the Florida Constitution and laws implementing that section.
 - (j) Each board of trustees shall keep and, within two weeks after a board meeting, post prominently on the university's website detailed meeting minutes for all meetings, including the vote history and attendance of each trustee, as provided in section 1001.71, Florida Statutes.
- (3) University Administration and Oversight.
- (a) Each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.
 - (b) Each board of trustees may establish committees of the board to address matters including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.
 - (c) Each board of trustees shall adopt a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the university's mission. University strategic plans shall be submitted to the Board of Governors for approval.
 - (d) Each board of trustees shall prepare a multi-year workplan/report for the Board of Governors that outlines its university's top priorities, strategic directions, and specific actions and financial plans for

achieving those priorities, as well as performance expectations and outcomes on institutional and systemwide goals. The workplan/report shall reflect the university's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs.

- (e) Each board of trustees shall have a policy addressing conflicts of interest for its members.
 - (f) Each board of trustees shall maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
 - (g) Each board of trustees may promulgate regulations and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
 - (h) Each board of trustees is authorized to secure comprehensive general liability insurance.
 - (i) Each board of trustees may provide for payment of the cost of civil actions against officers, employees, or agents of its board.
 - (j) Each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.
 - (k) Each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
 - (l) Each board of trustees shall be responsible for campus safety and emergency preparedness, to include safety and security measures for university personnel, students, and campus visitors.
 - (m) Each board of trustees is authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (4) Academic Programs and Student Affairs.
- (a) Each board of trustees shall adopt university regulations or policies, as appropriate, in areas including, but not limited to:
 - 1. authorization and discontinuance of degree programs;
 - 2. articulation and access;
 - 3. admission and enrollment of students;
 - 4. minimum academic performance standards for the award of a degree;
 - 5. student financial assistance;
 - 6. student activities and organizations;
 - 7. student records and reports;

8. antihazing, related penalties, and program for enforcement;
9. reasonable accommodation of religious observances; and
10. uniform student code of conduct and related penalties.

Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

- (b) Each board of trustees shall establish a committee to periodically review and evaluate the student judicial system. At least one-half of the members of the committee shall be students appointed by the student body president.
 - (c) Each board of trustees shall approve the internal procedures of student government organizations.
 - (d) Each board of trustees shall require that institutional control and oversight of its intercollegiate athletics program is in compliance with the rules and regulations of the National Collegiate Athletic Association. The university president is responsible for the administration of all aspects of the intercollegiate athletics program.
- (5) Personnel.
- (a) Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.
 - (b) Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.
 - (c) Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors and in accordance with the requirements of Regulation 1.002. A presidential search committee shall be appointed to make recommendations to the full board of trustees. The board of trustees shall select a candidate for confirmation by the Board of Governors. Prior to confirmation, the board of trustees shall submit a written description of the selection

process and criteria, the qualifications of the selected candidate, and a copy of the proposed employment contract to the Board of Governors for its consideration in confirming the candidate. The candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation of the candidate will be considered. Such meeting will be held as soon as practicable to ensure a timely transition. Renewals of presidential employment contracts shall be subject to confirmation by the Board of Governors and shall be limited to one-year terms.

- (d) In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of Governors, and the candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.
 - (e) Each board of trustees shall develop guidelines for the annual evaluation of the president.
 - (f) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with systemwide regulations.
- (6) Financial Management.
- (a) Each board of trustees shall be responsible for the financial management of its university and shall submit an institutional budget request, including a request for fixed capital outlay, and an operating budget to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.
 - (b) Each board of trustees shall establish tuition and fees in accordance with regulations established by the Board of Governors.
 - (c) Each board of trustees shall establish waivers for tuition and fees pursuant to regulations established by the Board of Governors.
 - (d) Each board of trustees shall engage in sound debt management practices for the issuance of debt by the university and its direct support organizations, and shall comply with the guidelines established by the Board of Governors in connection with the

- authorization, issuance and sale of university and direct support organization debt.
- (e) Each board of trustees shall account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.
 - (f) Each board of trustees may enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.
 - (g) Each board of trustees shall establish policies and procedures for the performance of annual internal audits of university finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the board of trustees, or its designee.
 - (h) Each board of trustees and each direct support organization shall submit annual financial statements to the Board of Governors.
- (7) Property and Purchasing.
- (a) Each board of trustees and university direct support organization must obtain prior approval from the Board of Governors before entering into a binding contractual obligation to improve real property that will result in the board or the direct support organization seeking a commitment of state funds for the development, construction, operation, or maintenance of an educational or research facility.
 - (b) Each board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.
 - (c) With respect to state-funded real property acquisitions, each board of trustees may, with the consent of the Board of Trustees of the Internal Improvement Trust Fund, sell, convey, transfer, exchange, trade, or purchase real property and related improvements necessary and desirable to serve the needs and purposes of the university.
 1. The board of trustees may secure appraisals and surveys in accordance with the policies and procedures of the Board of Trustees of the Internal Improvement Trust Fund. Whenever the board of trustees finds it necessary for timely property acquisition, it may contract, without the need for competitive selection, with one or more appraisers whose names are

contained on the list of approved appraisers maintained by the Division of State Lands in the Department of Environmental Protection.

2. The board of trustees may negotiate and enter into an option contract before an appraisal is obtained. The option contract must state that the final purchase price may not exceed the maximum value allowed by law. The consideration for such an option contract may not exceed 10 percent of the estimate obtained by the board of trustees or 10 percent of the value of the parcel, whichever is greater, unless otherwise authorized by the board of trustees.
 3. Title to property acquired by a university board of trustees prior to January 7, 2003, and to property acquired thereafter with state funds shall vest in the Board of Trustees of the Internal Improvement Trust Fund. With respect to all other real property acquired by a university, such property shall be titled in the name of the university board of trustees, or as the trustees of the university may deem appropriate.
- (d) Each board of trustees shall submit to the Board of Governors, for approval, plans for all new campuses and instructional centers.
 - (e) Each board of trustees shall administer a program for the maintenance and construction of facilities.
 - (f) Each board of trustees may exercise the right of eminent domain pursuant to the provisions of chapter 1013, Florida Statutes.
 - (g) Each board of trustees shall be responsible for the use, maintenance, protection, and control of, and the imposition of charges for, university-owned or university-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the university.
 - (h) With respect to any funds or real or personal property designated by will, deed, agreement, or court appointment to be held in trust for the benefit of the university, or its students, faculty members, officers, or employees, or otherwise, or for any educational purpose, a university board of trustees is authorized to act as trustee with full legal capacity as trustee to administer such trust property and, in such event, the title thereto shall vest in the board of trustees as trustee. In all such cases, the university board of trustees shall have the power and capacity to do and perform all things as fully as any individual trustee or other competent trustee might do or perform, and with the same rights, privileges, and duties including the power, capacity, and authority to convey, transfer, mortgage, or pledge such property held in trust and to contract and execute all other documents relating to said trust property which may be required for or appropriate to the

administration of such trust or to accomplish the purposes of any such trust. Nothing herein shall be construed to authorize a board of trustees to contract a debt on behalf of, or in any way to obligate, the state; and the satisfaction of any debt or obligation incurred by the board as trustee under the provisions of this section shall be exclusively from the trust property, mortgaged or encumbered.

- (i) Each board of trustees shall prepare and adopt a campus master plan pursuant to section 1013.30, Florida Statutes.
 - (j) Each board of trustees shall prepare, adopt, and execute a campus development agreement pursuant to section 1013.30, Florida Statutes.
 - (k) Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and parking fines.
 - (l) Each board of trustees shall promulgate regulations that establish basic criteria related to the procurement of commodities and contractual services.
 - (m) Each board of trustees shall be responsible for the fire safety and sanitation of public educational and ancillary plants.
- (8) Miscellaneous Powers and Duties.
- (a) Each board of trustees is authorized to form such corporate entities as are necessary to establish and maintain faculty practice plans for the collection, distribution, and regulation of fees generated by faculty members engaged in the provision of healthcare services to patients as an integral part of their academic activities and employment as faculty. Each such faculty practice plan must be adopted by the board of trustees in accordance with regulations of the Board of Governors and approved by the Board of Governors.
 - (b) Each board of trustees is authorized to establish direct support organizations and university health services support organizations and certify them to use university property, facilities, and services.
 - (c) Each board of trustees may establish educational research centers for child development.
 - (d) Each board of trustees is authorized to protect, develop, and transfer the work products of university personnel and other university agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products. Each board of trustees shall have policies and procedures concerning the work products of university personnel that facilitate technology development and

transfer for the public benefit. Such policies must include, without limitation, provisions that take into account the contributions of university personnel in the development of work products and that require any proceeds from such work products be used to support the research and sponsored training programs of the university.

- (e) Each board of trustees is responsible for compliance with all applicable laws, rules, regulations, and requirements.
- (f) Each board of trustees shall perform such other duties as provided by the Board of Governors, or as each board of trustees may determine are necessary or appropriate for the administration of the university so long as the trustees comply with any applicable laws and Board of Governors' regulations and policies.

Authority: Section 7(c), Art. IX, Fla. Const.; History: Resolution 1-07-03, New 3-26-09, Amended 09-16-10, 08-31-17.

Attachment H

17.001 Lease Authority

(1) The Board of Trustees or designee may enter into leases for space in a building or any part of a building for use by a university or university direct-support organization, including those leases in a research and development park with which the university is affiliated. Leases subject to s. 1010.62 F.S. must be approved by the Board of Governors, in accordance with the Board of Governors Debt Management Guidelines.

(2) No university shall enter into a lease for 5,000 square feet or more of space in a privately owned building, except upon advertisement for and receipt of competitive bids or proposals as determined by the University. In the case of invitations to bid, the award shall be made to the lowest responsible and responsive bidder. In the case of competitive proposals, the award shall be made to the responsive and responsible proposer whose proposal is determined to be the most advantageous to the University, taking into consideration the price and other criteria set forth in the request for proposals. If the University elects to enter into a negotiation with responding proposers, the President or designee must specify why negotiation will assist the University in achieving the best leasing value for the University. "Best Leasing Value" means the highest overall value to the state based on objective factors that include, but are not limited to, rental rate, renewal rate, operational and maintenance costs, tenant-improvement allowance, location, lease term, condition of facility, landlord responsibility, amenities and parking. Cost savings related to the University's procurement process are not sufficient justification for negotiation.

(a) Exceptions to Competitive Solicitation Requirements:

1. Competitive solicitations shall not be required for renewal of leases as provided in the original lease.
2. Competitive solicitations shall not be required for any lease having a term of less than 120 consecutive days which is for the purpose of securing a one-time special use of the leased property.
3. Competitive solicitations shall not be required for any lease which is for nominal or no consideration.
4. Competitive solicitations shall not be required to extend an existing lease of 5,000 or more square feet, if the extension is determined to be in the best interest of the University and the total of the extension does not exceed 11 months. If at the end of the 11th month the University still needs space, it shall be procured by competitive solicitation. However, if the University determines it is in its best interest to remain in space it currently occupies, the University may negotiate a replacement lease with the landlord if an independent market analysis demonstrates that the lease rates offered are within

market rates for the space and the cost of the new lease does not exceed the cost of a comparable lease plus documented moving costs. The term of such replacement lease may not exceed the base term of the expiring lease.

5. Competitive solicitations shall not be required when leasing educational facilities in a research and development park with which the university is affiliated. The university board of trustees or designee must certify in writing that the leasing of such educational facilities is in the best interests of the university and that the exemption from competitive bid requirements is not detrimental to the state, pursuant to s. 1013.17, F.S.
6. Competitive solicitations shall not be required when leasing specialized research, medical or educational facilities, if the President or the President's designee certifies in writing that said facility is available from a single source and that compliance with competitive bid requirements would be detrimental to the University.
7. Competitive solicitations shall not be required in an emergency, when leasing space is necessary because an existing state-owned or leased space is destroyed or rendered uninhabitable by an act of God, fire, malicious destruction, or structural failure, or by legal action, upon certification by the President or his designee that other University controlled space is not available and the term of any such lease does not exceed 18 months, provided the University may modify the lease to extend it on month to month basis for up to 6 additional months to allow completion of such construction or renovations.
8. Competitive solicitations shall not be required when leasing facilities in a hospital or other medical facilities, such as a medical office building, with which the University is affiliated.

(3) The measurement of leased space shall be based on the method of measurement used by the State University System for gross square feet as described in the current Physical Facilities Space File. A copy of this document is incorporated in this regulation by reference.

Authority: Section 7(d), Art. IX, Fla. Const., History - Formerly 6C-17.003, 6C-17.009, and 6C-17.012; 6C-17.003 and 6C-17.009, 12-30-79, Amended 8-11-85, 6-5-96; 6C-17.012, 12-30-79, Amended 5-19-80, 8-11-85, 6-5-96; Amended and Renumbered 6-18-09.

ITEM: NG-1

UCF BOARD OF TRUSTEES

May 16, 2019

Title: Rescind Materiality Guidelines

Background:

Article IX, Section 7 of the Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university boards of trustees. Board of Governors Regulation 1.001 delegates those powers and duties to the boards of trustees. The Board of Trustees may further delegate certain powers and duties to the President.

On July 23, 2009, the Board of Trustees approved Materiality Guidelines that were to serve as a guide for university administration on matters that must be submitted to the board for approval. These guidelines were utilized until October 26, 2017, when the Board of Trustees approved the board policy on Delegation of Authority to the President. This policy outlines the authority delegated to the president, as well as specifying the items that require specific approval of the board of trustees or consultation with the chair of the Board of Trustees.

Issues to be Considered:

The approval of the Delegation of Authority to the President board policy supersedes the Materiality Guidelines that were previously used, however those guidelines were never formally rescinded. To avoid any confusion, the committee would like for the board to approve the retraction of those guidelines.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

None

Recommended Action:

Rescind the Materiality Guidelines

Authority for Board of Trustees Action:

N/A

Committee Chair or Chairman of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Materiality Guidelines

Attachment B: Delegation of Authority to the President board policy

Facilitators/Presenters:

N/A

Attachment A

UNIVERSITY OF CENTRAL FLORIDA

MATERIALITY

I. Background

Article IX, Section 7, of the Florida Constitution captioned "State University System" provides in part: "A Board of Trustees shall administer each public university and a Board of Governors shall govern the State University System. Each local constituent university shall be administered by a Board of Trustees...." The Board of Governors shall establish the powers and duties of the Board of Trustees.

A Resolution adopted by the Board of Governors on January 7, 2003, provided that "each Board of Trustees is vested with authority to govern its University, as necessary to provide proper governance and improvement of the University in accordance with the laws and rules of the Board of Governors. Each Board of Trustees shall perform all duties assigned by law or by the Board of Governors."

II. Guidelines for Materiality

The UCF Board of Trustees wishes to adopt a policy regarding "materiality" to guide the administration in those matters that must be submitted to the Board of Trustees for approval. The policy will not apply to those items that have been specifically approved by the Board as part of the budget review process.

As a guiding principle, university management should promptly inform the Board of all material items affecting the university. A matter will be regarded as material to the university if it involves any of the following:

- (a) an annual financial commitment, obligation, or contingent risk of five million dollars or .5% percent of the university budget, whichever amount is smaller
- (b) a contractual obligation of more than five (5) years duration, having an aggregate net value of five million or more dollars
- (c) changes requiring SACS substantive-change approval
- (d) acquisition (including gifts), sale, or encumbrance of real property of at least one million dollars
- (e) potential for significant damage to the reputation of the university
- (f) any significant strategic changes to the university's primary mission or capital investment programs

Any item that is believed to have the potential to be material to the university should be referred to the Board of Trustees or its chair. In the great majority of cases, the matter will be dealt with by the Board of Trustees through its committee structure. However, some matters that could materially affect the university's reputation may require immediate action by the president or other members of the administration before it is possible to notify or consult with the Board of Trustees. In such cases, every effort should be made to consult with the chair of the Board and appropriate committee chair(s) before action is taken. In all such cases, the chair and Board should be appropriately informed as soon as practicable.

Items that meet this definition of "materiality" should be brought to the Board's attention as set forth above when they become known. In addition, the Board should also be informed of any items, which, by mandate of Statute, Board of Governors regulations, or Board of Trustees policy, require Board approval.

Attachment B

Policy BOT-4

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
POLICY**

Delegation of Authority to the President

POLICY STATEMENT

Article IX, Section 7 of the Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university boards of trustees. Board of Governors Regulation 1.001, copy attached as Exhibit A, delegates those powers and duties to the boards of trustees.

The Board of Trustees desires to further delegate certain of its powers and duties to the President as more particularly described below. Any power or duty delegated by the Board to the President may be rescinded at any time by majority vote of the Board. Except as otherwise provided herein, the President may further delegate his or her powers and duties to employees of the University in accordance with the University's Policy on Delegation of Authority.

DEFINITIONS

Affiliated Entities: Direct support organizations, practice plan corporations, or self-insurance trust funds of the University of Central Florida.

Board: UCF Board of Trustees

BOG: Florida Board of Governors

President: President of UCF

UCF or University: University of Central Florida

PROCEDURES:

Except as provided herein, the Board delegates to the President all usual and customary powers of a President to administer the day to day operations of the University. This includes the powers and duties described in Board of Governors Regulation 1.001 and those reasonably implied therefrom, which are not required to be directly performed by the Board.

The President's authority also includes the following:

1. Propose regulations for approval by the Board.
2. Govern Traffic on the grounds of the University.
3. Close and/or suspend operations of the campus as deemed necessary.
4. Set the agenda for Board meetings in consultation with the Chair of the Board.
5. Establish the University calendar.
6. Administer the personnel program subject to Board and BOG policies and regulations.
7. Administer University travel in accordance with Section 112.061, Florida Statutes.
8. Administer the collective bargaining process.
9. Administer the financial activities of the university including proposing university budgets and managing university revenues and expenditures.
10. Administer the purchasing and construction programs and act as custodian for university property.
11. Execute contracts on behalf of the Board.
12. Oversee the research activities of the University, including managing the intellectual property of the university.
13. Oversee the philanthropic activities of the University.
14. Perform such other duties related to the above not specifically retained by the Board.

Items requiring specific approval of the Board:

1. All duties required to be undertaken directly by the Board pursuant to BOG Regulation 1.001.
2. Financial commitment, obligation, or contingent risk of five million dollars or .5% percent of the University budget, whichever amount is smaller.
3. Contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars.
4. Changes requiring SACS substantive-change approval.
5. Acquisition (including gifts), sale, or encumbrance of real property.
6. Matters with potential for significant damage to the reputation of the University.
7. Any material change to the University's investment program.
8. Approval of capital projects valued at two million dollars or more and any material changes to such projects.
9. Borrowing of funds by the University or Affiliated Entities and any changes to the term of existing indebtedness.
10. Public Private Partnerships.
11. Use of University funds for capital improvement projects exceeding two million dollars in construction costs and all changes to such projects that increase project costs by more than 10 percent of the original estimate.
12. Creation, dissolution or amendment of governing documents of Affiliated Entities.
13. Review and confirmation of all appointments by the President to affiliated entities other than President or designee as provided in Section 1004.28 F.S.
14. Adoption of or amendment to the University strategic plan.

15. Annual operating and capital budgets for the University and Affiliated Entities and amendments to any line item of two million dollars or greater that exceeds 10% of the value of such line item.
16. University works plans, accountability plans and all other significant reports required to be submitted to the BOG.
17. Creation or termination of degree programs.
18. Naming of Buildings.
19. Establishment or closure of educational sites.
20. Amendment to University governing documents.
21. Establishment or elimination of Board Committees.
22. Hiring, supervision, termination and annual evaluation of the President.
23. University regulations and Board policies.
24. Annual institutional budget request and changes thereto in an amount greater than the lower of five million dollars or .5% of the budget
25. Adoption of new or changes in existing tuition and fees.
26. Internal and external audits of the University and Affiliated Entities.
27. Campus master plan, capital improvement plans, and amendments thereto.
28. Adoption or amendments to Committee charters.
29. Awarding of Tenure.
30. Collective bargaining agreements and impasse.
31. Conferral of degrees.
32. Transfer of university funds to, from, or among Affiliated Entities.
33. Performance unit plan adoption, amendment and cancellation as well as participation, goals and payments under the performance unit plan.
34. Hiring and firing or reduction of compensation of the Vice President and General Counsel, Chief Compliance Officer, and Chief Audit Executive, who shall report to the Board as well as the President.
35. Hiring and firing or reduction of compensation for the Chief Financial Officer and the Vice President of Administration or Chief Operating Officer.
36. Selection of Chair and Vice Chair of the Board.
37. All items required by the BOG or Florida Legislature to be approved by the Board.
38. Any additional items required by the Board to be approved by it.

Items requiring President to consult with the Board Chair before implementation:

1. Hiring, dismissal (except for Vice President and General Counsel, Chief Compliance officer and Chief Audit Executive) and any annual increase of more than 5% in the compensation of any Vice President or other direct report to the President, the head football coach or the head men's basketball coach. The President and Chair shall review and agree annually on the individuals that are governed by this provision.
2. Initiation, appeal or settlement of lawsuits involving the University or Affiliated Entities other than tort claims handled by the State Division of Risk Management.

3. Any matter which has the potential to create significant political or reputational issues for the University.
4. Employment contract with an employee of the University or an Affiliated Entity with a term greater than one year

INITIATING AUTHORITY
UCF Board of Trustees

History: New 10-26-2017. Amended 1-24-19.

Authority: Section 7(c), Art. IX, Fla. Const.; FL BOG Regulation 1.001; FL BOG Delegation Best Practices and Principles.

ITEM: NG-2

UCF BOARD OF TRUSTEES

May 16, 2019

Title: Revise the Board of Trustees Delegation of Authority to the President

Background:

UCF employees currently have several UCF documents available for guidance in determining whether a contract is required to be presented to and/or approved by the Board of Trustees. These documents include the following:

UCF Board of Trustees Guidelines for Materiality (“Materiality Guidelines”)
Board of Trustees Delegation of Authority to the President (“Delegation of Authority”)
UCF Regulation 4.034 Direct Support Organizations (“Regulation 4.034”)

(1) These documents are not consistent as to dollar and/or term thresholds that require contract approval by the Board.

The more recent Delegation of Authority essentially renders the Materiality Guidelines unnecessary, and inconsistencies between the two cause uncertainties as to the requirements, which can be rectified by eliminating the Materiality Guidelines and updating the Delegation of Authority.

(2) UCF Regulation 4.034, which sets forth requirements for Board approval of certain DSO contracts, identifies certain exceptions, including for sponsored research, and including expenditures funded by third parties.

Historically, and to date, Research Contracts* have not been referred to or approved by the Board. However, neither the Delegation of Authority nor the Materiality Guidelines specifically refer to Research Contracts or any exceptions. Updating the Delegation of Authority to include an exception for Research Contracts would confirm current practice.

**Research Contracts: “all grants, contracts, and other agreements with terms and conditions for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance including but not limited to agreements that obligate university project funds.” UCF Policy 2-107.5.*

Issues to be Considered:

Inconsistencies (**boldface**):

Delegation of Authority	of	Materiality Guidelines	Regulation 4.034
Requires Approval	BOT	Requires BOT to be promptly informed ; Should be referred to BOT	Requires BOT Approval
Financial commitment, obligation, or contingent risk of five million dollars or .5% percent of the University budget, whichever amount is smaller.		An annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budget, whichever amount is smaller.	An annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budgets, whichever amount is smaller
Contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars.		A contractual obligation of more than five (5) years' duration, having an aggregate net value of five million or more dollars	A contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars

Alternatives to Decision:

- (1) Eliminate the Materiality Guidelines and Revise Delegation of Authority to clarify:
 - a. Contracts with an annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budget, whichever is smaller, require Board approval;
 - b. Contracts with both (i) more than five (5) years' duration, and (ii) an aggregate net value of five million or more dollars, require Board approval;
 - c. Options, renewals, and extensions described in a contract are to be taken into account in evaluating thresholds for that contract;
 - d. Contract amendments that cause an executed contract to exceed the threshold require Board approval; *and*
 - e. Research Contracts meeting the thresholds do not require Board approval, **OR**

- (2) Eliminate the Materiality Guidelines and Revise Delegation of Authority to clarify:
 - a. Contracts with an annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budget, whichever is smaller, require Board approval;
 - b. Contracts with both (i) more than five (5) years' duration, and (ii) an aggregate net value of five million or more dollars, require Board approval;
 - c. Options, renewals, and extensions described in a contract are to be taken into account in evaluating thresholds for that contract;

- d. Contract amendments that cause an executed contract to exceed the threshold require Board approval; *and*
 - e. Provide frequent Board availability, upon short notice, to approve Research Contracts that exceed the thresholds; **OR**
- (3) Eliminate the Materiality Guidelines and Revise Delegation of Authority to clarify:
- a. Contracts with an annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budget, whichever is smaller, require Board approval;
 - b. Contracts with both (i) more than five (5) years' duration, and (ii) an aggregate net value of five million or more dollars, require Board approval;
 - c. Options, renewals, and extensions described in a contract are to be taken into account in evaluating thresholds for that contract;
 - d. Contract amendments that cause an executed contract to exceed the threshold require Board approval; *and*
 - e. Designate one Trustee with authorization to approve Research Contracts that exceed the thresholds.

Fiscal Impact and Source of Funding:

Potential for loss of research funding and sponsor relationships.

Recommended Action:

Adopt decision alternative (1), to eliminate the Material Guidelines, and revise the Delegation of Authority, including an exemption for Research Contracts.

Note: The recommended action is in agreement with the approach of the University of Florida Board of Trustees, who allow Research Contracts to be approved by the President or designee without Board approval, irrespective of threshold (which is \$10M for UF), except where there is a new appropriation requirement, new entity creation, or outside debt, and where there is a facilities or real estate transaction that exceeds the threshold. UF reports benchmarks for its research agreement exemption as Ohio State, Michigan, Penn State, and Texas, each of whom do not require Board approval of research and IP agreements, but do require Board approval of IP policy.

Authority for Board of Trustees Action:

Board of Governors' Regulation 1.001

Board of Governors' Sponsored Research Regulation 10.002

Board of Governors' Procurement Regulation 18.001

Committee Chair or Chairman of the Board approval:

Approved by Chair William Yeargin

Submitted by:

Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

Supporting Documentation:

Attachment A: Board of Trustees Delegation of Authority to the President

Attachment B: UCF Board of Trustees Guidelines for Materiality

Attachment C: UCF Regulation 4.034 Direct Support Organizations

Attachment D: UCF Signature Authority Policy 2-107.5

Attachment E: Board of Governors' Regulation 1.001

Attachment F: Board of Governors' Sponsored Research Regulation 10.002

Attachment G: Board of Governors' Procurement Regulation 18.001

Attachment H: UF Governance Enhancement Standards

Facilitators/Presenters:

Sandra Sovinski, Deputy General Counsel for Research

Attachment A

Policy BOT-4

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
POLICY**

Delegation of Authority to the President

POLICY STATEMENT

Article IX, Section 7 of the Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university boards of trustees. Board of Governors Regulation 1.001, copy attached as Exhibit A, delegates those powers and duties to the boards of trustees.

The Board of Trustees desires to further delegate certain of its powers and duties to the President as more particularly described below. Any power or duty delegated by the Board to the President may be rescinded at any time by majority vote of the Board. Except as otherwise provided herein, the President may further delegate his or her powers and duties to employees of the University in accordance with the University's Policy on Delegation of Authority.

DEFINITIONS

Affiliated Entities: Direct support organizations, practice plan corporations, or self-insurance trust funds of the University of Central Florida.

Board: UCF Board of Trustees

BOG: Florida Board of Governors

President: President of UCF

UCF or University: University of Central Florida

PROCEDURES:

Except as provided herein, the Board delegates to the President all usual and customary powers of a President to administer the day to day operations of the University. This includes the powers and duties described in Board of Governors Regulation 1.001 and those reasonably implied therefrom, which are not required to be directly performed by the Board.

The President's authority also includes the following:

1. Propose regulations for approval by the Board.
2. Govern Traffic on the grounds of the University.
3. Close and/or suspend operations of the campus as deemed necessary.
4. Set the agenda for Board meetings in consultation with the Chair of the Board.
5. Establish the University calendar.
6. Administer the personnel program subject to Board and BOG policies and regulations.
7. Administer University travel in accordance with Section 112.061, Florida Statutes.
8. Administer the collective bargaining process.
9. Administer the financial activities of the university including proposing university budgets and managing university revenues and expenditures.
10. Administer the purchasing and construction programs and act as custodian for university property.
11. Execute contracts on behalf of the Board.
12. Oversee the research activities of the University, including managing the intellectual property of the university.
13. Oversee the philanthropic activities of the University.
14. Perform such other duties related to the above not specifically retained by the Board.

Items requiring specific approval of the Board:

1. All duties required to be undertaken directly by the Board pursuant to BOG Regulation 1.001.
2. Financial commitment, obligation, or contingent risk of five million dollars or .5% percent of the University budget, whichever amount is smaller.
3. Contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars.
4. Changes requiring SACS substantive-change approval.
5. Acquisition (including gifts), sale, or encumbrance of real property.
6. Matters with potential for significant damage to the reputation of the University.
7. Any material change to the University's investment program.
8. Approval of capital projects valued at two million dollars or more and any material changes to such projects.
9. Borrowing of funds by the University or Affiliated Entities and any changes to the term of existing indebtedness.
10. Public Private Partnerships.
11. Use of University funds for capital improvement projects exceeding two million dollars in construction costs and all changes to such projects that increase project costs by more than 10 percent of the original estimate.
12. Creation, dissolution or amendment of governing documents of Affiliated Entities.
13. Review and confirmation of all appointments by the President to affiliated entities other than President or designee as provided in Section 1004.28 F.S.
14. Adoption of or amendment to the University strategic plan.

15. Annual operating and capital budgets for the University and Affiliated Entities and amendments to any line item of two million dollars or greater that exceeds 10% of the value of such line item.
16. University works plans, accountability plans and all other significant reports required to be submitted to the BOG.
17. Creation or termination of degree programs.
18. Naming of Buildings.
19. Establishment or closure of educational sites.
20. Amendment to University governing documents.
21. Establishment or elimination of Board Committees.
22. Hiring, supervision, termination and annual evaluation of the President.
23. University regulations and Board policies.
24. Annual institutional budget request and changes thereto in an amount greater than the lower of five million dollars or .5% of the budget
25. Adoption of new or changes in existing tuition and fees.
26. Internal and external audits of the University and Affiliated Entities.
27. Campus master plan, capital improvement plans, and amendments thereto.
28. Adoption or amendments to Committee charters.
29. Awarding of Tenure.
30. Collective bargaining agreements and impasse.
31. Conferral of degrees.
32. Transfer of university funds to, from, or among Affiliated Entities.
33. Performance unit plan adoption, amendment and cancellation as well as participation, goals and payments under the performance unit plan.
34. Hiring and firing or reduction of compensation of the Vice President and General Counsel, Chief Compliance Officer, and Chief Audit Executive, who shall report to the Board as well as the President.
35. Hiring and firing or reduction of compensation for the Chief Financial Officer and the Vice President of Administration or Chief Operating Officer.
36. Selection of Chair and Vice Chair of the Board.
37. All items required by the BOG or Florida Legislature to be approved by the Board.
38. Any additional items required by the Board to be approved by it.

Items requiring President to consult with the Board Chair before implementation:

1. Hiring, dismissal (except for Vice President and General Counsel, Chief Compliance officer and Chief Audit Executive) and any annual increase of more than 5% in the compensation of any Vice President or other direct report to the President, the head football coach or the head men's basketball coach. The President and Chair shall review and agree annually on the individuals that are governed by this provision.
2. Initiation, appeal or settlement of lawsuits involving the University or Affiliated Entities other than tort claims handled by the State Division of Risk Management.

3. Any matter which has the potential to create significant political or reputational issues for the University.
4. Employment contract with an employee of the University or an Affiliated Entity with a term greater than one year

INITIATING AUTHORITY
UCF Board of Trustees

History: New 10-26-2017. Amended 1-24-19.

Authority: Section 7(c), Art. IX, Fla. Const.; FL BOG Regulation 1.001; FL BOG Delegation Best Practices and Principles.

Attachment B

UNIVERSITY OF CENTRAL FLORIDA

MATERIALITY

I. Background

Article IX, Section 7, of the Florida Constitution captioned "State University System" provides in part: "A Board of Trustees shall administer each public university and a Board of Governors shall govern the State University System. Each local constituent university shall be administered by a Board of Trustees...." The Board of Governors shall establish the powers and duties of the Board of Trustees.

A Resolution adopted by the Board of Governors on January 7, 2003, provided that "each Board of Trustees is vested with authority to govern its University, as necessary to provide proper governance and improvement of the University in accordance with the laws and rules of the Board of Governors. Each Board of Trustees shall perform all duties assigned by law or by the Board of Governors."

II. Guidelines for Materiality

The UCF Board of Trustees wishes to adopt a policy regarding "materiality" to guide the administration in those matters that must be submitted to the Board of Trustees for approval. The policy will not apply to those items that have been specifically approved by the Board as part of the budget review process.

As a guiding principle, university management should promptly inform the Board of all material items affecting the university. A matter will be regarded as material to the university if it involves any of the following:

- (a) an annual financial commitment, obligation, or contingent risk of five million dollars or .5% percent of the university budget, whichever amount is smaller
- (b) a contractual obligation of more than five (5) years' duration, having an aggregate net value of five million or more dollars
- (c) changes requiring SACS substantive-change approval
- (d) acquisition (including gifts), sale, or encumbrance of real property of at least one million dollars
- (e) potential for significant damage to the reputation of the university
- (f) any significant strategic changes to the university's primary mission or capital investment programs

Any item that is believed to have the potential to be material to the university should be referred to the Board of Trustees or its chair. In the great majority of cases, the matter will be dealt with by the Board of Trustees through its committee structure. However, some matters that could materially affect the university's reputation may require immediate action by the president or other members of the administration before it is possible to notify or consult with the Board of Trustees. In such cases, every effort should be made to consult with the chair of the Board and appropriate committee chair(s) before action is taken. In all such cases, the chair and Board should be appropriately informed as soon as practicable.

Items that meet this definition of "materiality" should be brought to the Board's attention as set forth above when they become known. In addition, the Board should also be informed of any items, which, by mandate of Statute, Board of Governors regulations, or Board of Trustees policy, require Board approval.

Attachment C

UCF-4.034 University Direct Support Organizations.

(1) As provided in Section 1004.28, Florida Statutes, and Florida Board of Governors Regulation 9.011, a Direct Support Organization is an organization that is certified by the University of Central Florida Board of Trustees as operating in a manner consistent with the goals of the University and the best interest of the State.

(2) To obtain certification as a Direct Support Organization, the organization must submit to the Board of Trustees the following:

- (a) The proposed Articles of Incorporation.
- (b) The proposed Bylaws, which shall describe the operating procedures and specific individual responsibilities of the Board of Directors, committees, and officers of the organization.

(3) The Articles of Incorporation and the Bylaws, together, shall provide that:

- (a) Persons employed by the organization shall not be considered to be employees of the State of Florida by virtue of employment by the organization.
- (b) The chief executive officer or director of the organization shall be selected and appointed by the governing board of the organization, subject to prior approval by the President of the University. The director or chief executive officer shall report to the President of the University or the President's designee, who shall be a vice president or other senior officer reporting directly to the President.
- (c) The chair of the Board of Trustees shall appoint a Trustee representative to the board of directors and executive committee of the organization, and the President of the University or his/her designee shall serve on the board of directors and executive committee of the organization. The Board of Trustees shall approve appointments to each direct support organizations Board of Directors, except for the chair's Trustee representative and the president (or president's designee). The chair's Trustee representative 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 direct support organization board.
- (d) Any subsequent amendments to the Articles of Incorporation or Bylaws of the organization must be submitted to the Board of Trustees for approval prior to becoming effective.

- (e) The organization shall provide equal employment opportunities for all persons regardless of race, color, religion, sex, age, or national origin. Personal services provided to the organization must comply with Section 1012.976, Florida Statutes.
- (4) Upon certification by the Board of Trustees, a direct support organization is authorized to use the property, facilities and personal services of the University.
- (5) Direct support organizations shall conduct business in accordance with the Board of Trustees' Materiality Guidelines, UCF Debt Management Guidelines, and the Delegation of Authority to President. As required therein, the Board of Trustees shall approve: purchases, acquisitions, and project expenditures with an annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budgets, whichever amount is smaller; a contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars; and the issuance of debt by a direct support organization. The provisions of this paragraph are not intended to apply to either: (i) the receipt by or award of funds to a direct support organization, such as donations or sponsored research funding or (ii) a direct support organization expenditure where the funding is supplied by a third party (including but not limited to a granting agency, awarding entity, or donor) as part of a grant, award, sponsored research contract, or donation.
- (6) The President of the University shall have the authority to monitor and control the use of University name and resources by the organization, monitor compliance of the organization with state and federal laws and rules of the Board of Trustees, and approve salary supplements and other compensation or benefits paid to the University faculty and staff from organization assets.
- (7) The President of the University shall determine the compensation of organization employees from organization assets and such authority may not be delegated.
- (8) A Direct Support Organization shall prepare, at least annually, a budget to be reviewed and approved by the organization's governing board and the Board of Trustees.
- (9) The Direct Support Organization shall prepare quarterly expenditure plans for review and approval by the President or designee, who shall be a vice president or other senior officer of the university reporting directly to the President.
- (10) Direct support organizations shall provide for an annual audit by an independent certified public accountant, as prescribed by applicable law and rules, which shall be forwarded to the Board of Trustees for review and oversight.

(11) The University President may request that the Board of Trustees decertify a direct support organization if the President determines that the organization is no longer serving the best interest of the university. The request for decertification shall include a plan for disposition of the direct support organization's assets and liabilities.

(12) The organization shall comply with all other obligations required by law and regulation, including those required by Section 1004.28, Florida Statutes and Florida Board of Governor Regulation 9.011. As set forth therein, the organization shall not use state funds for travel expenses.

Authority: BOG Regulations 1.001 and 9.011. History—New 4-3-03; Formerly 6C7-4.034; Amended 5-11-09, Amended 9-15-14, 1-24-19.

Attachment D



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

SUBJECT: Signature Authority / Salary Supplement Policy	Effective Date: 2/5/2019	Policy Number: 2-107.5	
	Supersedes: 2-107.4	Page 1	Of 7
	Responsible Authority: Vice President and General Counsel		

DATE OF INITIAL ADOPTION AND EFFECTIVE DATE 9/26/2012**APPLICABILITY/ACCOUNTABILITY**

This policy applies to all written contracts relating to commercial and non-commercial transactions involving goods, supplies, equipment, services, programs, and real and personal property. The policy also applies to approval of salary supplemental payments.

BACKGROUND

The proper delegation of authority to execute contracts with external entities and to approve salary supplemental payment is necessary to minimize legal, financial, and related risks to the university. This policy regulates and clarifies which employees of the university have authority to sign contracts and to whom such authority may be delegated.

POLICY STATEMENT

A valid delegation of authority from the president or other university official listed herein provides individuals with the authority to enter into contracts with external entities on behalf of the university and/or to approve salary supplemental payments. Individuals who enter into contracts without signature authority may subject their departments or units to

finances and disciplinary action up to and including termination. Such individuals may also be personally liable under the contract.

DEFINITIONS

Conflict of Interest. A divergence between an individual's private interests and their employment obligations to the university such that an independent observer may reasonably question whether the individual's actions or decisions are influenced or determined by considerations other than the best interest of the university.

Contract. An agreement between two or more parties that creates an obligation to do or not do a particular thing. This includes memoranda of understanding, affiliation agreements, and leases. A contract does not require the payment of money or other compensation to create an obligation.

Delegation. The transfer of authority from one person to another.

Signature Authority. The authority to bind the university by contract.

PROCEDURES

I. Authorized Signatories

A. Level 1.

The president has authority to sign all contracts on behalf of the university pursuant to Section 5.1 of the Bylaws of the University of Central Florida Board of Trustees. This authority is retained and may be exercised notwithstanding delegations of authority to sign certain contracts to other administrative officers. Some contracts may be subject to prior approval of the Florida Board of Governors or UCF Board of Trustees before execution by the president or designee.

B. Level 2.

(1) The provost and vice president for Academic Affairs is the principal academic officer of the university and is the second-highest ranking officer of the university. The provost may execute all contracts and agreements, limited to \$500,000 in expenditures or liability relating to academic affairs, including research, health care, and licensing matters.

(2) The vice president for Administration and Finance is responsible for all nonacademic administrative operations of the university. The vice president for Administration and Finance may execute contracts involving administrative areas of the university up to \$500,000 and has final authority to approve sole-source

2-107.5 Signature Authority Policy 2

purchases. In accordance with UCF Regulation 7.203, the vice president for Administration and Finance may sign lease agreements up to \$1 million.

(3) The chief financial officer of the university is responsible for fiscal operations of the university and may execute contracts involving all fiscal areas of the university up to \$500,000.

(4) The vice president for Research and dean of the College of Graduate Studies may execute all grants, contracts, and other agreements with terms and conditions for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance including but not limited to agreements that obligate university project funds. This authority may be delegated as outlined by Section III, except that the Level 3 limits described therein do not apply. Level 3 limits shall apply to the vice president and all delegates for all agreements obligating non-project (departmental) funds. This subsection does not apply to the exclusive responsibilities of the College of Graduate Studies.

(5) The vice president for Health Affairs and dean of the College of Medicine, as the chief medical officer and health officer, may execute contracts and documents directly related to Academic Health Sciences Center or the College of Medicine, including the clinical practice, clinical and clinically-related services, clinical and related affiliations, and other agreements and documents relating to the development and operations of UCF Health, the College of Medicine, Student Health Services, and the Academic Health Sciences Center, limited to \$500,000 in expenditures or liability. This authority is limited to commitments of three years or less.

(6) The vice president and General Counsel may execute documents related to actual or threatened legal or administrative proceedings involving UCF or its direct support organizations, limited to \$500,000 in expenditures or liability.

C. Level 3.

Vice presidents may execute contracts on behalf of the university within their areas of responsibility, limited to \$250,000 in expenditures or liability, except as set forth in Section I(B) herein.

II. Additional Contracting Authority

A. Procurement of Goods and Services: The UCF Procurement Services department is responsible for coordinating procurement for the university and for the development of procurement policies and procedures. All personnel are required to abide by the Procurement Services department's policies and procedures when requisitioning goods and services unless otherwise exempted under those policies and procedures. The assistant vice president of Procurement Services may execute contracts for the procurement of goods and

2-107.5 Signature Authority Policy 3

services, limited to \$500,000 in expenditures or liability and limited to \$100,000 for leases.

- B. Due to the nature of building emergencies, the associate vice president for Administration and Finance (Facilities and Safety) may authorize expenditures of up to \$500,000 when acting in an emergency, as defined by the vice president for Administration and Finance. Further, the associate vice president for Administration and Finance (Facilities and Safety) may sign change orders and additional service authorizations on contracts that have previously been signed in compliance with this policy so long as such change orders do not exceed 10% of the project's original cost or cause a project to exceed its approved budget.

III. Delegation Parameters

The president and vice presidents may delegate their authority to sign agreements to other UCF employees as they deem necessary and appropriate. Except as otherwise stated in this policy, delegates are subject to the signature authority limits of Level 3 positions, as defined in Section I(C), unless further restricted by their delegations. It is unacceptable to divide contracts for related purposes into multiple parts in order to circumvent any monetary limits. The president and vice presidents have authority to approve salary supplemental payments in accordance with UCF and Human Resources policies and procedure and any applicable collective bargaining agreements and may delegate such authority as needed. These supplements include such things as uniform/tool allowances, one-time performance payments, stipends, awards, and criminal justice incentive pay.

IV. Delegation Responsibilities

- A. The person to whom authority is delegated and who approves any contract or transaction that constitutes a commitment between the university and external entities has the responsibility to:
 - (1) verify the availability of funds for the contract or transaction;
 - (2) obtain legal review and approval in compliance with UCF Policy 2-102.2;
 - (3) ensure that there is no real or apparent conflict of interest on the part of any individual or organization involved in the contract or transaction, or, where there is a real or apparent conflict of interest, the issues have been resolved prior to entering into the contract or transaction; and
 - (4) confirm that all necessary approvals have been obtained.
- B. Even if signature authority is delegated, the ultimate responsibility shall remain with the delegating individual (delegator).

V. Delegation Process

The procedures to follow for proper delegations of authority under this policy are outlined below.

2-107.5 Signature Authority Policy 4

- A. All delegations of authority must be in writing. A form to be used for such purpose can be found at the link below. Any delegations made shall supersede extant or prior delegations; accordingly, delegators should list all current delegations to a particular position rather than adding new delegations in separate writings.
- B. The delegation of authority is associated with an appointment. Delegation of authority does not transfer with the person who holds the appointment.
- C. The delegation must include (1) a specification of the scope, terms, and limitations of the delegation; (2) the contract or types of contracts the delegate is authorized to sign; and (3) the duration of the delegation, not to exceed the maximum limit as provided by this policy.
- D. A copy of the delegation must be transmitted within three business days to the Office of the General Counsel at contracts@ucf.edu. A copy must also be maintained in the office of both the delegator and the delegate. The Office of the General Counsel will maintain a master list of all delegations.
- E. By default, all delegations of authority governed by this policy are considered in effect for a period of three (3) years and may be less as stated in the delegation. Delegations may be revoked or modified at any time by the delegator. Upon the expiration of this authority, the appropriate individual must reauthorize the delegation in writing.
- F. Any senior administrative leadership change (to include an interim or acting leadership appointment) should precipitate a review of all existing delegations of authority to determine whether existing delegations of authority should continue under the new leadership.
- G. At the beginning of each fiscal year, all university officers should review the written delegations governing their areas to ensure that such delegations are current, accurate, and consistent with the needs of the institution and its various units.

VI. Penalties for non-compliance

- A. First violation: written reminder to the head of the department or unit of the requirements of the policy.
- B. Second violation: five hundred dollar fine assessed against the department or unit.
- C. Third and subsequent violations: one thousand dollar fine assessed against the department or unit.

- D. In addition to the above, the individual signing without authority shall be subject to progressive discipline consistent with existing policy, up to and including termination.

RELATED DOCUMENTS AND POLICY LINKS

The following policies or regulations should be consulted in conjunction with this policy.

- A. BOG 1.001 University Board of Trustees Powers and Duties:
http://www.flbog.edu/documents_regulations/regulations/1_001_PowersandDuties_Final.pdf
- B. Bylaws of the University of Central Florida Board of Trustees:
<https://bot.ucf.edu/files/2018/06/BOT-bylaws-Seventh-Amended-and-Restated.pdf>
- C. Procurement Services regulations:
<http://regulations.ucf.edu/chapter7.asp>
- D. Procurement Services Procedure Manual:
https://procurement.ucf.edu/wp-content/uploads/sites/3/2018/11/ProcurementServicesManual_112018.pdf
- E. Conflict of Interest regulation:
http://regulations.ucf.edu/chapter3/documents/3.018OutsideActivityorEmploymentFINAL2_Sept14.pdf
- F. Real property leasing regulation:
<http://regulations.ucf.edu/chapter7/documents/7.203RealPropertyLeasingFINALApril16.pdf>
- G. Contract review policy:
<http://policies.ucf.edu/documents/2-102.3ContractReview.pdf>
- H. University of Central Florida Board of Trustees Materiality Guidelines:
<https://bot.ucf.edu/files/2017/03/BOTMaterialityGuidelines.pdf>

CONTACTS

Office of the General Counsel, 4365 Andromeda Loop N., Millican Hall 360, Orlando, Florida, 32816-0015; (407) 823-2482.

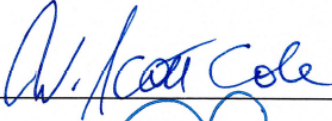
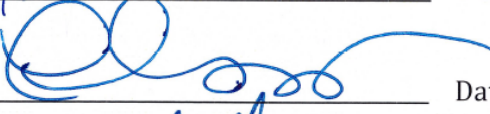
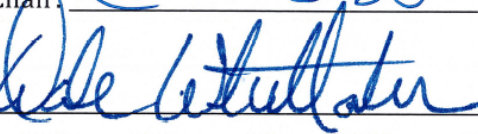
2-107.5 Signature Authority Policy 6

FORMS

Delegation of Authority form:
<https://generalcounsel.ucf.edu/forms/>

INITIATING AUTHORITY

Vice President and General Counsel

POLICY APPROVAL	
(For use by the Office of the President)	
Policy Number:2-107.5	
Initiating Authority: <u></u>	Date: <u>1/8/19</u>
University Policies and Procedures Committee Chair: <u></u>	Date: <u>12/17/18</u>
President or Designee: <u></u>	Date: <u>2/5/19</u>

History 2-107 9/26/2012; 2.107.1 2/13/2013; 2-107.2 5/1/2013; 2-107.3 2/25/2015; 2-107.4 6/9/2017, 2-107.5 10/29/2018, 12/17/2018

2-107.5 Signature Authority Policy 7

Attachment E

1.001 University Board of Trustees Powers and Duties

- (1) Pursuant to Article IX, section 7(c), Florida Constitution, the Board of Governors shall establish the powers and duties of the board of trustees as set forth herein and as may be established in Board of Governors' regulations. This regulation supersedes the delegation of authority to the boards of trustees contained in the Board of Governors' Resolution dated January 7, 2003. The intent of this regulation is to delegate powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university.
- (2) Composition of Boards; Membership and Organization.
 - (a) Each university shall be administered by a board of trustees, consisting of thirteen members dedicated to the purposes of the State University System. Each university board of trustees includes six members appointed by the Governor and five members appointed by the Board of Governors, all of whom must be confirmed by the Senate. All trustees are required to attend a Board of Governors orientation session, preferably prior to service on the university board. The chair of the faculty senate, or the equivalent, and the president of Student Government, or the equivalent, are also members. Board of trustee members shall serve staggered terms of five years and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices. All members are public officers subject to the requirements of the Florida Code of Ethics.
 - (b) Each board of trustees shall select its chair and vice chair from the appointed members. Each chair shall serve for two years and may be reelected for one additional consecutive two-year term. Any exception to this term of office must be approved by a two-thirds vote of the board of trustees.
 - (c) The duties of the chair shall include presiding at all meetings of the board of trustees, calling special meetings of the board of trustees, attesting to actions of the board of trustees, and notifying the Board of Governors or the Governor, as applicable, in writing whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal as provided in section 1001.71, Florida Statutes.
 - (d) The university president shall serve as the chief executive officer and corporate secretary of the board of trustees and shall be responsible to the board of trustees for all operations of the university and for setting

the agenda for meetings of the board of trustees in consultation with the chair.

- (e) Members of the boards of trustees shall receive no compensation but may be reimbursed for travel and per diem expenses as provided in section 112.061, Florida Statutes.
 - (f) Each board of trustees shall establish the powers and duties of the university president.
 - (g) Each board of trustees shall be a public body corporate with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be impleaded in all courts of law and equity, and to give and receive donations. In all suits against the board of trustees, service of process shall be made on the chair of the board of trustees or on a university designee.
 - (h) Each board of trustees shall be primarily acting as an instrumentality of the state pursuant to section 768.28, Florida Statutes, for purposes of sovereign immunity.
 - (i) Each board of trustees is subject to the public records and open meetings requirements set forth in Article I, section 24 of the Florida Constitution and laws implementing that section.
 - (j) Each board of trustees shall keep and, within two weeks after a board meeting, post prominently on the university's website detailed meeting minutes for all meetings, including the vote history and attendance of each trustee, as provided in section 1001.71, Florida Statutes.
- (3) University Administration and Oversight.
- (a) Each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.
 - (b) Each board of trustees may establish committees of the board to address matters including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.
 - (c) Each board of trustees shall adopt a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the university's mission. University strategic plans shall be submitted to the Board of Governors for approval.
 - (d) Each board of trustees shall prepare a multi-year workplan/report for the Board of Governors that outlines its university's top priorities, strategic directions, and specific actions and financial plans for

achieving those priorities, as well as performance expectations and outcomes on institutional and systemwide goals. The workplan/report shall reflect the university's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs.

- (e) Each board of trustees shall have a policy addressing conflicts of interest for its members.
 - (f) Each board of trustees shall maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
 - (g) Each board of trustees may promulgate regulations and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
 - (h) Each board of trustees is authorized to secure comprehensive general liability insurance.
 - (i) Each board of trustees may provide for payment of the cost of civil actions against officers, employees, or agents of its board.
 - (j) Each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.
 - (k) Each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
 - (l) Each board of trustees shall be responsible for campus safety and emergency preparedness, to include safety and security measures for university personnel, students, and campus visitors.
 - (m) Each board of trustees is authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (4) Academic Programs and Student Affairs.
- (a) Each board of trustees shall adopt university regulations or policies, as appropriate, in areas including, but not limited to:
 - 1. authorization and discontinuance of degree programs;
 - 2. articulation and access;
 - 3. admission and enrollment of students;
 - 4. minimum academic performance standards for the award of a degree;
 - 5. student financial assistance;
 - 6. student activities and organizations;
 - 7. student records and reports;

8. antihazing, related penalties, and program for enforcement;
9. reasonable accommodation of religious observances; and
10. uniform student code of conduct and related penalties.

Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

- (b) Each board of trustees shall establish a committee to periodically review and evaluate the student judicial system. At least one-half of the members of the committee shall be students appointed by the student body president.
 - (c) Each board of trustees shall approve the internal procedures of student government organizations.
 - (d) Each board of trustees shall require that institutional control and oversight of its intercollegiate athletics program is in compliance with the rules and regulations of the National Collegiate Athletic Association. The university president is responsible for the administration of all aspects of the intercollegiate athletics program.
- (5) Personnel.
- (a) Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.
 - (b) Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.
 - (c) Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors and in accordance with the requirements of Regulation 1.002. A presidential search committee shall be appointed to make recommendations to the full board of trustees. The board of trustees shall select a candidate for confirmation by the Board of Governors. Prior to confirmation, the board of trustees shall submit a written description of the selection

process and criteria, the qualifications of the selected candidate, and a copy of the proposed employment contract to the Board of Governors for its consideration in confirming the candidate. The candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation of the candidate will be considered. Such meeting will be held as soon as practicable to ensure a timely transition. Renewals of presidential employment contracts shall be subject to confirmation by the Board of Governors and shall be limited to one-year terms.

- (d) In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of Governors, and the candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.
 - (e) Each board of trustees shall develop guidelines for the annual evaluation of the president.
 - (f) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with systemwide regulations.
- (6) Financial Management.
- (a) Each board of trustees shall be responsible for the financial management of its university and shall submit an institutional budget request, including a request for fixed capital outlay, and an operating budget to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.
 - (b) Each board of trustees shall establish tuition and fees in accordance with regulations established by the Board of Governors.
 - (c) Each board of trustees shall establish waivers for tuition and fees pursuant to regulations established by the Board of Governors.
 - (d) Each board of trustees shall engage in sound debt management practices for the issuance of debt by the university and its direct support organizations, and shall comply with the guidelines established by the Board of Governors in connection with the

- authorization, issuance and sale of university and direct support organization debt.
- (e) Each board of trustees shall account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.
 - (f) Each board of trustees may enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.
 - (g) Each board of trustees shall establish policies and procedures for the performance of annual internal audits of university finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the board of trustees, or its designee.
 - (h) Each board of trustees and each direct support organization shall submit annual financial statements to the Board of Governors.
- (7) Property and Purchasing.
- (a) Each board of trustees and university direct support organization must obtain prior approval from the Board of Governors before entering into a binding contractual obligation to improve real property that will result in the board or the direct support organization seeking a commitment of state funds for the development, construction, operation, or maintenance of an educational or research facility.
 - (b) Each board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.
 - (c) With respect to state-funded real property acquisitions, each board of trustees may, with the consent of the Board of Trustees of the Internal Improvement Trust Fund, sell, convey, transfer, exchange, trade, or purchase real property and related improvements necessary and desirable to serve the needs and purposes of the university.
 1. The board of trustees may secure appraisals and surveys in accordance with the policies and procedures of the Board of Trustees of the Internal Improvement Trust Fund. Whenever the board of trustees finds it necessary for timely property acquisition, it may contract, without the need for competitive selection, with one or more appraisers whose names are

contained on the list of approved appraisers maintained by the Division of State Lands in the Department of Environmental Protection.

2. The board of trustees may negotiate and enter into an option contract before an appraisal is obtained. The option contract must state that the final purchase price may not exceed the maximum value allowed by law. The consideration for such an option contract may not exceed 10 percent of the estimate obtained by the board of trustees or 10 percent of the value of the parcel, whichever is greater, unless otherwise authorized by the board of trustees.
 3. Title to property acquired by a university board of trustees prior to January 7, 2003, and to property acquired thereafter with state funds shall vest in the Board of Trustees of the Internal Improvement Trust Fund. With respect to all other real property acquired by a university, such property shall be titled in the name of the university board of trustees, or as the trustees of the university may deem appropriate.
- (d) Each board of trustees shall submit to the Board of Governors, for approval, plans for all new campuses and instructional centers.
 - (e) Each board of trustees shall administer a program for the maintenance and construction of facilities.
 - (f) Each board of trustees may exercise the right of eminent domain pursuant to the provisions of chapter 1013, Florida Statutes.
 - (g) Each board of trustees shall be responsible for the use, maintenance, protection, and control of, and the imposition of charges for, university-owned or university-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the university.
 - (h) With respect to any funds or real or personal property designated by will, deed, agreement, or court appointment to be held in trust for the benefit of the university, or its students, faculty members, officers, or employees, or otherwise, or for any educational purpose, a university board of trustees is authorized to act as trustee with full legal capacity as trustee to administer such trust property and, in such event, the title thereto shall vest in the board of trustees as trustee. In all such cases, the university board of trustees shall have the power and capacity to do and perform all things as fully as any individual trustee or other competent trustee might do or perform, and with the same rights, privileges, and duties including the power, capacity, and authority to convey, transfer, mortgage, or pledge such property held in trust and to contract and execute all other documents relating to said trust property which may be required for or appropriate to the

administration of such trust or to accomplish the purposes of any such trust. Nothing herein shall be construed to authorize a board of trustees to contract a debt on behalf of, or in any way to obligate, the state; and the satisfaction of any debt or obligation incurred by the board as trustee under the provisions of this section shall be exclusively from the trust property, mortgaged or encumbered.

- (i) Each board of trustees shall prepare and adopt a campus master plan pursuant to section 1013.30, Florida Statutes.
 - (j) Each board of trustees shall prepare, adopt, and execute a campus development agreement pursuant to section 1013.30, Florida Statutes.
 - (k) Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and parking fines.
 - (l) Each board of trustees shall promulgate regulations that establish basic criteria related to the procurement of commodities and contractual services.
 - (m) Each board of trustees shall be responsible for the fire safety and sanitation of public educational and ancillary plants.
- (8) Miscellaneous Powers and Duties.
- (a) Each board of trustees is authorized to form such corporate entities as are necessary to establish and maintain faculty practice plans for the collection, distribution, and regulation of fees generated by faculty members engaged in the provision of healthcare services to patients as an integral part of their academic activities and employment as faculty. Each such faculty practice plan must be adopted by the board of trustees in accordance with regulations of the Board of Governors and approved by the Board of Governors.
 - (b) Each board of trustees is authorized to establish direct support organizations and university health services support organizations and certify them to use university property, facilities, and services.
 - (c) Each board of trustees may establish educational research centers for child development.
 - (d) Each board of trustees is authorized to protect, develop, and transfer the work products of university personnel and other university agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products. Each board of trustees shall have policies and procedures concerning the work products of university personnel that facilitate technology development and

transfer for the public benefit. Such policies must include, without limitation, provisions that take into account the contributions of university personnel in the development of work products and that require any proceeds from such work products be used to support the research and sponsored training programs of the university.

- (e) Each board of trustees is responsible for compliance with all applicable laws, rules, regulations, and requirements.
- (f) Each board of trustees shall perform such other duties as provided by the Board of Governors, or as each board of trustees may determine are necessary or appropriate for the administration of the university so long as the trustees comply with any applicable laws and Board of Governors' regulations and policies.

Authority: Section 7(c), Art. IX, Fla. Const.; History: Resolution 1-07-03, New 3-26-09, Amended 09-16-10, 08-31-17.

Attachment F

10.002 Sponsored Research

- (1) University boards of trustees are authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (2) Each university shall annually certify to the Board of Governors that it has policies in place to negotiate, enter into, and execute research contracts including, but not limited to, policies for solicitation and acceptance of research grants and research donations, policies for the collection of fees and research donations in the context of university sponsored research, and policies relating to the appropriate use of research funds.
- (3) Each certification will further provide that reasonable control and monitoring systems are in place for research activities to comply with applicable laws and the mission and long term plans of the university. The certification will be submitted to the Board of Governors by October 1 of each calendar year.
- (4) The certification form will be signed, to the best of the certifying official's knowledge, by the most senior officer responsible for research as designated by the President and the annual certification will be reported to the board of trustees.

Authority: Section 7(d), Art. IX, Fla. Const.; History: New 6-22-17.

Attachment G

18.001 Procurement Regulation

(1) Authority of the Institutions.

Each university Board of Trustees shall adopt regulations establishing basic criteria related to procurement, including procedures and practices to be used in acquiring commodities and contractual services, as follows:

- (a) Removing any contractor from the University's competitive vendor list that fails to fulfill any of its duties specified in a contract with the University(s) and to reinstate any such contractor when satisfied that further instances of default will not occur.
- (b) Planning and coordinating purchases in volume and negotiating and executing agreements and contracts for commodities and contractual services under which the University may make purchases.
- (c) Evaluating, approving, and utilizing contracts that are entered into after a public and open competitive solicitation by any State of Florida agency or department, the Federal Government, other states, political subdivisions, cooperatives or consortia, or any independent college or university for the procurement of commodities and contractual services, when it is determined to be cost-effective and in the best interest of the University, to make purchases under contracts let by such other entities. Universities shall review existing consortia and cooperative contracts to identify potential savings and, if there is the potential for savings, enter into new consortia and cooperative contracts to achieve the savings, with the goal of achieving a five-percent savings on existing contract prices.
- (d) Awarding contracts for commodities and contractual services to multiple suppliers, if it is determined to be in the best interest of the University. Such awards may be on a university, regional or State University System-wide basis and the contracts may be for multiple years.
- (e) Rejecting or canceling any or all competitive solicitations when determined to be in the best interest of the University.
- (f) Barring any vendor from doing business with the University for demonstrated cause, including previous unsatisfactory performance.
- (g) Prohibiting University employees and University direct support organization employees participating on a procurement selection committee for commodities or services from soliciting donations from responding vendors during the selection process, except for donations or other benefits expressly stated in the procurement document.
- (h) Permitting the extension(s) of a contract, entered into as a result of a competitive solicitation, for up to twelve (12) months or until completion of the competitive solicitation and award or protest, whichever is longer.
- (i) Permitting the renewal(s) of a contract, entered into as a result of a competitive solicitation, for a period that may not exceed 5 years or twice the term of the original contract, whichever is longer. This provision is not intended to apply

retroactively; existing contracts entered into prior to January 1, 2017, including any specified renewal period(s) may continue in accordance with the existing contract terms.

(2) Competitive Solicitation Threshold.

Each university Board of Trustees shall establish a competitive solicitation threshold not greater than \$75,000 (the "Competitive Solicitation Threshold") for the purchase of commodities or contractual services.

(a) When only one response is received to the competitive solicitation for commodities or contractual services that exceed the Competitive Solicitation Threshold, the University may review the solicitation responses to determine if a second call for a competitive solicitation is in the best interest of the University. If it is determined that a second call would not serve a useful purpose, the University may proceed with the acquisition.

(b) The purchase of commodities and contractual services shall not be divided to avoid the requirement of competitive solicitation.

(3) Preferences for Florida-Based Vendors.

(a) Preferences for Personal Property. When a University awards a contract to purchase personal property, other than printing, by competitive solicitation pursuant to paragraph (2) of this regulation, a preference shall be provided to vendors with a principal place of business in Florida (such vendors hereinafter referred to as "Resident Vendors") as follows:

1. If the responsible and responsive vendor that submits the lowest bid, the most advantageous proposal, or the best value reply is one whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then the University shall grant the same preference to the responsible and responsive Resident Vendor with the lowest bid received pursuant to an Invitation to Bid, the most advantageous proposal received pursuant to a Request for Proposals, or the best value reply received pursuant to an Invitation to Negotiate.
2. With respect to Invitations to Bid, if the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase to a vendor in such state, then the University shall grant a preference in the amount of five percent (5%) to the lowest responsible and responsive Resident Vendor.
3. For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, proposal or reply, provide a written opinion from a licensed attorney in its state specifying: (a) the preferences(s) granted by the state or political subdivision, as applicable, under the laws of that state to vendors whose principal place of business is in that state or political subdivision; and (b) how the preference is calculated. The

failure to submit the written opinion may be waived as non-material if all vendors responding to the solicitation have principal places of business outside of Florida.

4. The vendor's principal place of business, as represented by the vendor in its bid or reply, may be relied upon by the University without further inquiry. If the University determines that a vendor has misrepresented its principal place of business, the vendor's bid, proposal or reply shall be rejected.
 5. For the purpose of paragraph (3)(a), "personal property" shall be defined as goods and commodities, but not real estate, intellectual property or services.
- (b) Preferences for Printing. When a University purchases printed materials by competitive solicitation pursuant to paragraph (2) of this regulation, a preference shall be provided Resident Vendors as follows:
1. If the lowest responsible and responsive bid received pursuant to an Invitation to Bid is from a vendor whose principal place of business is outside of Florida, then the University shall grant a preference to the lowest responsible and responsive Resident Vendor in the amount of five percent (5%) if the University has determined that the printing can be performed by the Resident Vendors at a level of quality comparable to that obtainable from the vendor submitting the lowest bid whose principal place of business is outside of Florida.
 2. For purposes of subparagraph 3(b)(1), the level of quality shall be determined by whether a vendor satisfies the minimum specification requirements as set forth in the Invitation to Bid.
- (c) Method of Calculating Five Percent Preference.
1. If the competitive solicitation is an Invitation to Bid, then an amount equal to five percent (5%) of the total base bid and any alternates shall be deducted from the base bid and alternates, as applicable, of the lowest responsible and responsive Resident Vendor's bid.
- (d) Determining a Vendor's Principal Place of Business. A vendor's "principal place of business" is determined as follows:
1. If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in the state where the vendor's primary residence is located.
 2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.
- (e) Federally Funded Projects. Purchases made to perform specific obligations under federally funded projects shall not be subject to this preference requirement to the extent the application of a preference is not allowed under applicable federal law or regulation.
- (4) Exceptional Purchases.
Each university is authorized to make exceptional purchases of commodities or contractual services as follows:

- (a) Purchase of Products with Recycled Content. Each University may establish a program to encourage the purchase and use of products and materials with recycled content and postconsumer recovered material.
 - (b) Purchase of Private Attorney Services. Written approval from the Attorney General is not required for private attorney services acquired by the University.
 - (c) Purchase of Insurance. Each University shall have the authority to purchase insurance as deemed necessary and appropriate for the operation and educational mission of the University.
 - (d) Purchase of Printing. However, if a University determines that it is in the best interests of the University to purchase printed materials through a competitive solicitation process, the preference provision in paragraph (3)(b) shall apply.
- (5) Purchases from Contractors Convicted of Public Entity Crimes.
A University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.
- (6) Competitive Solicitation Exceptions.
The following types of purchasing actions, and commodities and contractual services purchases are not subject to the competitive solicitation process:
- (a) Emergency Purchases. When a university president or his/her designee determines, in writing, that the delay due to the competitive solicitation process is an immediate danger to the public health or safety or the welfare of the University, including University tangible and/or intangible assets; or would otherwise cause significant injury or harm not in the best interest of the University, the University may proceed with the procurement of commodities or contractual services without a competitive solicitation.
 - (b) Sole Source Purchases. Commodities or contractual services available from a single source may be exempted from the competitive solicitation process.
 - (c) Purchases from Contracts and Negotiated Annual Price Agreements established by the State of Florida, other governmental entities, other Universities in the State University System, or other independent colleges and universities are not subject to further competitive solicitation.
 - (d) The following listed commodities and services are not subject to competitive solicitation:
 - 1. Artistic services;
 - 2. Academic reviews;
 - 3. Lectures;
 - 4. Auditing services;
 - 5. Legal services, including attorney, paralegal, expert witness, appraisal, arbitrator or mediator services;

6. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration. Prescriptive assistive devices for medical, developmental or vocational rehabilitation including, but not limited to prosthetics, orthotics, wheelchairs and other related equipment and supplies, provided they are purchased on the basis of an established fee schedule or by a method that ensures the best price, taking into consideration the needs of the client;
7. Services provided to persons with mental or physical disabilities by not-for-profit corporations organized under the provisions of s. 501(c)(3) of the Internal Revenue Code or services governed by the provisions of the Office of Management and Budget Circular A-122;
8. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed;
9. Family placement services;
10. Training and education services;
11. Advertising, except for media placement services;
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;
13. Programs, conferences, workshops, continuing education events or other university programs that are offered to the general public for which fees are collected to pay all expenses associated with the event or program;
14. Purchases from firms or individuals that are prescribed by state or federal law, or specified by a granting agency;
15. Regulated utilities and government franchised services;
16. Regulated public communications, except long distance telecommunication services or facilities;
17. Purchases from an Annual Certification List developed by each University;
18. Purchases for resale;
19. Accounting Services;
20. Contracts or services provided by not-for-profit support and affiliate organizations of the University, direct support organizations, health support organizations and faculty practice plans;
21. Implementation/programming/training services available from owner of copyrighted software or its contracted vendor; or
22. Purchases of materials, supplies, equipment, or services for instructional or sponsored research purposes when a director of sponsored research or designee certifies that, in a particular instance, it is necessary for the efficient

or expeditious prosecution of a research project in accordance with sponsored research procedures or to attain the instructional objective.

(7) Vendors Excluded from Competition.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, Invitations to Bid, Request for Proposals and/or Invitations to Negotiate shall be excluded from competing for such procurements.

(8) Standard of Conduct.

It shall be a breach of ethical standards for any employee of a University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It shall also be a breach of ethical standards for any potential contractor to offer an employee of a University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

Authority: Section 7(d) Art. IX, Fla. Const.; History: New 3-27-08, Amended 3-28-13, 11-3-16.

Attachment H

3.14.17

UF Governance Enhancement Standards

I. Mission, Overview, Principles

A. University of Florida Governance Enhancement Mission Statement

1. **Overarching Mission:** To advance the University of Florida's stature and associated contributions, as summarized below by the University of Florida Board of Trustees (BOT) at its December 2016 meeting, through governance standards that foster good and appropriate Board governance, while also enabling the University President and his administration to operate and manage the University efficiently and effectively and to successfully pursue UF's priority goals.

"As the highest priorities of the University, the University of Florida Board of Trustees enthusiastically affirms its Endorsement and Commitment (1) to the University's Top 10 Public Research University Goals, the UF Metrics That Matter to measure progress toward these goals, and the Plan for achieving these goals, as presented by President Fuchs and his team at the Board's November 3, 2016 Retreat; and (2) to the Board of Governors' Performance Funding Metrics; and (3) to the dashboards for tracking progress against the Metrics That Matter and the Performance Funding Metrics, as presented by Provost Glover and favorably reviewed by the Board; and (4) to working with dedication, and to supporting the President and Senior Administration in working with dedication, to achieve these priorities."
University of Florida Board of Trustees, December 2, 2016

B. University of Florida Governance Enhancement Principles

1. **Effectiveness/Feasibility:** The governance enhancement standards (standards) are not intended to interfere with efficient operations. There is an intent to promptly revisit any standard that causes issues in practice to see if a change is warranted. The standards would also be reviewed promptly if experience reveals any gaps in good governance practices, and will be reviewed every 5 years for good governance in any event.
2. **Catch-All:** If any additional transaction or other matter of UF, any Affiliate (Direct Support Organizations/DSOs and Practice Plans/PP) or any Shands Entity--beyond ordinary business matters and not covered by the specified standards--would be considered material to UF and/or an Affiliate or Shands Entity, including its resources or reputation, or would generate significant media attention, the UF President or designee is expected to confer with the BOT Chair and to notify the BOT Vice Chair; if determined significant, this will be followed by notice to the Trustees. Also if any matter is expected to generate significant media attention outside of the ordinary course, the UF President is expected to notify all Trustees. The BOT Chair and President shall collaborate over time to support their mutual understanding of this expectation, recognizing that there are judgments involved for both of them and that health, safety and operational exigencies may require priority responses before these communications.

3.14.17

3. **Delegation:** The UF BOT Chair and Vice Chair may delegate their roles under the standards to other Trustees, in consultation with the UF President. The UF President may delegate his roles under the standards to appropriate senior executives/managers with expertise in the relevant area (e.g., finance, construction).

4. **Shands Entities:** Shands Entities are not treated as generic Affiliates, and UF and Shands Entities have formulated good governance practices tailored for Shands Entities. **The objective is to increase information, without fundamentally changing the character of the Shands Entities or the UF and Shands Entities relationship that have resulted in an almost 40-year record of rating agencies, creditors and courts treating Shands Entities' and UF's/the state's assets, debts and liabilities as separate.** Tailored practices are: (1) related to Debt, see Exhibit B (previously approved by the UF BOT and reviewed favorably by the BOG and Cabinet) to the Full Chart of Governance Enhancement Standards & Approval or Communication Types (Full Standards Chart or Chart) and (2) enhanced communications with the UF BOT Chair and Vice Chair in advance of other major undertakings by Shands Entities leadership (see, e.g., Chart #2, #5, #6--advance communications with UF Board Chair and Vice Chair regarding Shands Entities' construction projects, goods and services agreements, and real estate transactions; Chart #7 and Exhibit B--good governance practices on Shands Debt; see also, Chart #1 and Exhibits A and B--on UF BOT ratification of UF Pres./designee's appointments to Shands Entities' boards; Chart #14—UF BOT approval of creation of a new entity by Shands; and principle 2 above--catch all).

5. **Effect of UF or Affiliate Involvement:** Whenever UF and/or Affiliate(s) are parties to a transaction (e.g., goods and services or real estate) that triggers an approval threshold under the standards—and an outside, non-UF family member is also a party—the relevant approvals must be obtained and advance notice provided as a prerequisite to UF and/or the Affiliate(s) entering into a binding contract or taking a binding action. Where a Shands Entity is also a party to such a transaction (of UF and/or Affiliate(s) with a non-UF family member), UF and/or the Affiliate(s) still must satisfy the approval and notice prerequisites to their respective participation, even though the standards call for the Shands Entity to only provide information in connection with its participation. Intra-UF-family goods and services and real estate transactions over a threshold are not subject to approvals under the standards, but must satisfy other requirements specified (Chart #5 and #6). These requirements include, e.g., reporting real estate transactions to a central UF record in advance, and reporting to the UF BOT Finance and Facilities Committee at its regular meetings. (“Intra-UF-family” means any combination of UF, Affiliate(s), and Shands Entit(ies).)

3.14.17

II. Full Chart of Enhanced Governance Standards & Approval or Communication Types* (Full Standards Chart or Chart) required before binding action

A: Full UF BOT approval

A/Gov.: UF BOT Governance Committee approval –or **A/FF:** UF Finance and Facilities Committee approval

B: UF Pres. approval (without BOT or Chair)

C: UF Pres. approval after UF BOT Chair concurs and UF BOT Vice Chair is notified

D: UF Pres. approval after conferring with UF BOT Chair and notifying UF BOT Vice Chair

E: UF Pres. and UF Trustee on Shands Entity Board/Member must vote in Shands Board majority for Shands Board action on debt to be effective

Information: To be given in advance to UF Pres., UF BOT Chair and Vice Chair

*When the UF Pres/BOT Chair must approve/concur in, confer on, or receive information about—or the UF BOT Vice Chair and Trustees are to receive notice respecting—an Affiliate matter, this is in their executive and service capacities in their role on behalf of the Affiliate to further its good governance. When the UF Pres. and/or UF BOT Chair and Vice Chair are to receive information from Shands Entities, this also is in their executive and service capacities for Shands Entities.

Advance concurrence of, conferring with, or information to the UF BOT Chair and advance notice to the Vice Chair are to be followed (but not necessarily before binding action) by notice to all Trustees (or presentation at a UF Board or committee meeting) even though not stated throughout. In receiving such notice, all Trustees act in their executive and service capacities. (These communications may be oral; that they occurred will be recorded.)

UF Pres./designee may provide approval by voting in favor as a member of an Affiliate Board, may approve in advance, or may ratify before an Affiliate Board vote becomes effective, as most convenient for the Affiliate.

UF Pres.’ vote in favor of an action on an Affiliate Board is UF Pres. approval.

See definitions and benchmarks at the end of the following Full Standards Chart:

Action	Type of Approval or Information	Additional requirements, exceptions
<p>1. (a) UF Pres. Appointments to UF Category 1 Affiliate Boards and the Shands Entities’ Boards</p> <p>(As of 3/17, UF Fnd, UF Research Fnd, UF Athletic Assoc., Boosters, UF Invest. Corp., UF Develop. Corp., Shands Entities)</p> <p>(b) Practice Plans will have a UF Pres. appointee.</p>	<p>A</p>	<p>Additional requirements, exceptions</p> <p><u>Additional Requirements:</u> Appointees under 1 (a) and (b) begin serving upon appointment by the Pres., subject to UF BOT ratification on the Consent Agenda, with Gov. Comm. recommendation.</p> <p><u>Exceptions:</u> (a) UF Pres. appointment of a designee (e.g., UF SVP/COO) to</p>

3.14.17

		<p>serve on any Affiliate Board in lieu of UF Pres. where that is permitted in the Bylaws, or (b) UF Pres. appointment of 1 official from a list of officials (e.g., UF VP/CFO or SVP/COO) specified in Bylaws, or (c) UF Pres. appointments to Category 2 & 3 Affiliates --do not require BOT ratification (except that the UF Pres. appointee to each Practice Plan Board does require BOT ratification).</p>
<p><u>Newly Required Examples:</u> (a) Ratification of UF Pres. appointments to Boards of UAA, Boosters, UF Fnd, UF Research Fnd, UF Investment Corp. UF Development Corp., Shands Teaching Hospital and Clinics, Shands Jacksonville Healthcare (parent of Jax hospital), Shands Jacksonville Medical Center, and UF Pres. appointment of a member of each Practice Plan Board require ratification. (See exceptions above.)</p> <p><u>Still Not Required Examples:</u> (a) UF Pres. appointments to Category 2&3 Affiliate Boards, e.g., Alumni Assoc., Law Alumni Assoc., UF Historic St. Augustine, IFAS research DSOs, do not require UF BOT ratification.</p>		
<p>2. (a) Capital Facilities Projects >\$2M (unless the specific >\$2M project is listed in a capital budget or in a projects line item in an operating budget that has already been approved by A for UF or C for Affiliates) or (b) Any Capital Project Needing New State Appropriation Request or (c) Any Energy Savings Contract (ESCO) or (d) Facilities Project of >\$2M Scope Change Oder Increasing GMP >10% or Needing New State Appropriation Request</p>	<p><u>UF—</u> A (whether publicly or privately funded) A/FF for Change Order <u>Affiliate—</u> C (if privately funded) or A (if Energy Savings Contract or if bonded or if needing a state appropriation request) <u>Shands Entities—</u> Information (threshold TBD at or above UF's threshold)</p>	<p><u>Additional Requirements:</u> <u>UF:</u> (a) Quality discussion to occur -- including priority and funding options--at a regular or dedicated UF BOT/FF Comm. meeting before the BOT/FF Comm. meeting when approval is requested (and not just that meeting's prep. call). (b) UF Pres./designee approves UF contracts (i) for BOT-approved projects (UF procurement/ bidding, standard forms apply) and (ii) for projects ≤\$2M. (b) BOG approval of UF Leg. Budget Request is also required. (c) By statute/BOG Debt Mgt Guidelines, UF Energy Savings Contract of any amount requires</p>

3.14.17

<p>--UF and Affiliate facilities projects over applicable thresholds are to be reported to the UF FF Comm. at its regular meetings.</p> <p>--Affiliates must notify UF SVP/COO, VP/Business Affairs, or UF Development Corp. in advance of all capital projects for a central UF record.</p>		<p>UF BOT approval; if >\$10M BOG approval is also required.</p> <p><u>Affiliates:</u></p> <p>(a) Affiliate Board must approve projects >\$2M (may do so in its budgeting process)</p> <p>(b) Affiliate CEO and UF VP/Bus. Affairs must approve contracts for approved projects.</p> <p>(c) UF procurement/bidding process must be followed and UF contract forms must be used.</p> <p>(d) However, for clinical facilities projects that are off campus (and not on UF BOT- or State of Florida- owned or leased property):</p> <p>Practice Plans may engage a Shands Entity and use its forms and procurement and project processes (rather than UF's) to leverage Shands' specialized clinical facilities development expertise, volume purchases, and administrative support infrastructure for quality, better pricing and lower cost for the Practice Plan.</p> <p>(e) All Affiliate Energy Savings Contracts require UF BOT and Affiliate Board approval as debt. (DSOs are already required by statute/BOG Debt Mgt Guidelines.)</p> <p>(d) DSO Energy Savings Contracts >\$10M also require BOG approval per statute and BOG Debt Mgt Guidelines.</p>
--	--	---

3.14.17

		<p>(e) DSO P3 projects require UF BOT and BOG approval, when covered by BOG P3 regulations.</p> <p><u>Shands Entities:</u> (a) Shands budget processes apply.</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve capital budget, along with the Shands Jax Entity Board.</p> <p><u>Exceptions:</u> <u>UF and Affiliates:</u> (a) Capital projects ≤\$2M that do not require a state appropriation request are approved by UF Pres./designee or Affiliate CEO/ designee</p>
<p><u>Newly Required Examples:</u> (a) A applies to privately funded UF projects >\$2M —e.g., Heavener Hall, Med. Ed.—and those with state appropriations—e.g., Chemistry—which were BOT-approved previously, but BOT will now have the opportunity for a robust discussion at a separate meeting before acting. (b) UAA FB Practice Facility, proposed FB, Baseball, Softball facilities would require C even if private donor-funded; would continue to require A if bond-funded or if state appropriation request is needed. (c) Information is to be provided to the UF Pres., BOT Chair and Vice Chair by Shands Entities on their projects over a threshold (and if financed, Exhibit B debt requirements apply)—e.g., Cardiac/Neurology Hospital.</p> <p><u>Still Not Required Examples:</u> (a) Minor projects ≤\$2M do not require A (for UF) or C (for Affiliates) or Information (from Shands Entities)- e.g., replacement of an outdated HVAC system; minor projects to renovate/refresh office space (painting, flooring, lighting). (b) Studies/plans would not require A or C (if not providing project approval)—but under “catch all” a strategic plan material to UF or Affiliate, e.g., UAA \$100M facility plan, would require advance discussion between the UF Pres. and BOT Chair, with notice to the Vice Chair—Trustees would be notified or a presentation would be made at a BOT meeting.</p>		
<p>3. Capital Budget (stand-alone or as a category in operating budget)</p> <p>--Regardless of whether a capital budget approval threshold is triggered, an Affiliate Board may request and</p>	<p>UF— A</p> <p>Affiliate— C (if >\$10M capital budget-- or applies regardless of size of budget if Affiliate</p>	<p><u>Additional Requirements:</u> <u>UF:</u> (a) BOG must also approve.</p> <p><u>Affiliate:</u> (a) Affiliate Board must approve capital budget of any amount, and may approve a project line</p>

3.14.17

<p>obtain C approval of its capital budget or a project line item in an operating budget that lists a project of >\$2M, in order to obtain approval of such listed >\$2M project as part of the Affiliate’s budgeting process in lieu of separately seeking project approval under #2.</p>	<p>seeks approval of listed individual project of >\$2M as part of the budgeting process, rather than project approval under #2)</p> <p style="text-align: center;"><u>B</u></p> <p>(if >\$2M - ≤\$10M capital budget)</p>	<p>item in an operating budget (#4) or capital budget for miscellaneous minor projects (where each project is ≤\$2M) that are approved as part of the budget.</p> <p>(b) The nature of the UF approval—C or B—will depend on the size of the budget and whether a >\$2M project approval is sought.</p> <p><u>Shands Entities:</u></p> <p>(a) Shands budget processes apply.</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve capital budget, along with the Shands Jax Entity Board.</p> <p><u>Exceptions:</u> N/A</p>
<p><u>Newly Required Examples:</u> (a) UAA FB training facility (\$60M), Baseball stadium extension/renovation (\$28.6M), Softball facility renovation (\$9.3M) would now require C for the project(s) (under #2) or C for a capital budget that is >\$10M or specifies any project >\$2M for approval (under #3) before binding action. (b) B is required for all Affiliate capital budgets of >\$2M to ≤\$10M (e.g., Gainesville COM Practice Plan’s FY17 capital budget of \$4.9M driven by Springhill; Jax COM Practice Plan FY17 budget of \$6M driven by North Jax Office Building); but if these projects are also listed in the budget for approval as part of the budget process, C would be required for the budget to approve any project of >\$2M (or the project must separately obtain C approval under #2).</p> <p><u>Still Not Required Examples:</u> (a) Florida Foundation Seed Producers \$574K FY17 capital budget for miscellaneous small projects ranging from \$2K for computers to \$50K for small grain cleaning equipment, to \$200K for land leveling, grading, and storage sheds would not require C (just Affiliate Board’s approval).</p>		
<p>4. Operating Budget</p> <p>--An Affiliate Board may request and obtain C approval of its facilities projects line item in its operating budget listing a >\$2M project, to obtain approval of such >\$2M project</p>	<p>UF—</p> <p style="text-align: center;"><u>A</u></p> <p>Affiliate—</p> <p style="text-align: center;"><u>B</u></p> <p>(generally)</p> <p style="text-align: center;"><u>C</u></p>	<p><u>Additional Requirements:</u></p> <p><u>UF:</u></p> <p>BOG approval is also required under BOG Reg. 9.007.</p> <p><u>Affiliate:</u></p> <p>(a) Affiliate Board must approve operating budget</p>

3.14.17

<p>as part of the Affiliate’s budgeting process in lieu of seeking project approval under #2.</p> <p>--See Chart #2 and #3 regarding options for approval of a facilities project of >\$2M in the capital or operating budgeting process. See #3 regarding approval of miscellaneous minor projects (each <\$2M) in capital or operating budget line items.</p>	<p>(if the Affiliate seeks approval of a listed facilities project >\$2M as part of the budget process, rather than project approval under #2)</p>	<p>(b) UF Board will receive a table from UF Pres./designee (e.g., VP/CFO) with a standardized high level summary of all Affiliates’ operating budgets within 90 days after FY.</p> <p><u>Shands Entities:</u></p> <p>(a) Shands budget processes apply.</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve operating budget, along with the Shands Jax Entity Board.</p>
<p>5. Goods and Services Transactions if Contract is (a) ≥\$10M total value & ≥\$2M/yr. av. (revenues in or payments due), or (b) >10 years & exclusive</p>	<p>UF—</p> <p style="text-align: center;"><u>A/Gov.</u></p> <p>Affiliate—</p> <p style="text-align: center;"><u>C</u></p> <p><u>Shands Entities—</u></p> <p style="text-align: center;"><u>Information</u></p> <p>(threshold TBD at or above UF’s threshold)</p>	<p><u>Additional Requirements:</u></p> <p><u>UF:</u></p> <p>(a) BOG Reg. 18.001 limits renewal and extension terms for UF contracts (≤1 yr. or longer extension to complete a new procurement process; longer of ≤5 yrs. or twice the original term for a renewal right in the contract)</p> <p><u>UF and Affiliates:</u></p> <p>(a) Renewal term requires A/Gov. (for UF) or C (for Affiliates) if—together with the initial term—the approval threshold is triggered.</p> <p>(b) However, if benchmarking per a to-be-BOT-approved IOM justifies renewal, the approval thresholds are applied to the renewal term on its own to determine if such approval is needed.</p> <p><u>Affiliates:</u></p> <p>(a) Affiliate Board or Affiliate Board Chair with advance notice</p>

3.14.17

		<p>to Affiliate Board Vice Chair (or other senior Board officer) must approve transactions over the threshold.</p> <p>(b) UF procurement principles are generally followed by Affiliates, with flexibility to adapt implementation. (E.g., for clinical goods and services, the coordination of equipment, supplies and services purchases across the clinical continuum (UF college clinical practice, Practice Plans, Hospitals) is important to optimize clinical care. Clinical integration needs justify coordination and uniformity of purchasing with Shands Entities to ensure efficient clinical operations.)</p> <p><u>Shands Entities:</u></p> <p>(a) Shands budget and procurement processes apply.</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve goods/personal property acquisition and disposition over a threshold, along with the Shands Jax Entity Board.</p> <p><u>Exceptions:</u></p> <p><u>UF and Affiliates and Shands:</u></p> <p>(a) Intra-family (any combination of UF, Affiliate(s), Shands Entit(ies)) transactions do not require A or C approval (for UF or Affiliate) or Information (from Shands).</p> <p><u>UF and Affiliates:</u></p>
--	--	--

3.14.17

		<p>(a) UF Pres./designee approves transactions below the threshold.</p> <p>(b) Medicaid and Medicare contracts do not require A (UF) or C (Affiliate) approval.</p> <p><u>Affiliates:</u></p> <p>(a) For clinical goods and services, Practice Plans also have opportunities to optimize cost and administrative efficiency across the clinical continuum (UF College/ Practice Plan/Hospitals). Practice Plans may engage a Shands Entity and use its forms and procurement and project processes (rather than UF's) to leverage Shands specialized expertise, volume purchasing, and administrative support infrastructure for better pricing and lower cost for the Practice Plan.</p>
<p><u>Newly Required Examples:</u> (a) A/Gov. approval will now be required of transactions before UF enters binding contracts above threshold (e.g., Aramark/food service, Follet/bookstore, Pepsi, Sierra-Cedar/student academic support operating system, Pearson/On-line Ed, RTS Bus service). (b) When UF is a party to a transaction over the threshold with a 3rd party and/or an Affiliate (e.g., Pepsi contract), A/Gov (for UF) and C (for Affiliate) are required because such approval(s) are required for UF and/or Affiliate participation (whether or not Shands is also a party). (c) If Shands is the sole UF family signatory of a contract over the TBD threshold with an outside 3rd party, Information is to be provided to the UF Pres., BOT Chair and Vice Chair.</p> <p><u>Still Not Required Examples:</u> (a) Routine goods and services transactions (software, consulting, office equipment, etc.) with contracts below the threshold do not require A/Gov (for UF) or C (for Affiliate) approval. (b) Intra-family (UF, Affiliate(s), Shands Entit(ies)) transactions do not require A/Gov approval (for UF) or C approval (for Affiliate) or information (from Shands) (e.g., UF COM providing clinical/medical director services to Shands, Practice Plan services agreement to COM).</p>		
<p>6. (a) Real Estate Full Title, (b) Easements (grant) >25 yr. (except utilities, access near road), (c) Leases >10 yrs. or >50K sf or >\$10M NPV lease payments</p>	<p>UF— A Affiliate— C Shands Entities— Information</p>	<p><u>Additional Requirements:</u> <u>UF and Affiliates:</u> (a) The UF BOT for UF (or BOT Chair for Affiliates) may delegate some otherwise required A or C approval –and/or require some kinds of transactions to be</p>

3.14.17

<p>--All UF and Affiliate, and all intra-family real estate transactions will be reported to UF SVP/COO in advance of binding action for central record-keeping. (Intra-family=among any combination of UF, Affiliate(s), Shands Entit(ies).)</p> <p>--Real estate transactions over applicable thresholds (A for UF or C for Affiliates)—and intra-family real estate transactions over the threshold (while not requiring approval)—will be included in a report to the UF FF Comm. at its regular meetings.</p>	<p>(threshold TBD at or above UF's threshold)</p>	<p>vetted—by the UFDC Board (UF DSO with specialized expertise).</p> <p><u>Affiliates:</u> (a) Affiliate Board must approve transactions over the threshold.</p> <p><u>Shands Entities:</u> (a) Shands budget and real estate processes apply.</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve real estate transactions over a threshold, along with the Shands Jax Entity Board.</p> <p><u>Exceptions:</u> <u>UF and Affiliates and Shands:</u> (a) Intra-family transactions do not require A approval (UF) or C approval (Affiliate) or <u>Information (from Shands)</u>. But advance notice of all intra-family real estate transactions to UF SVP/COO is required for central record; and intra-family transactions over threshold are included in UF FF Comm. report.</p> <p><u>UF and Affiliates:</u> (a) UF Pres./designee approves easement acquisitions, and leases and easement grants below the thresholds.</p>
<p><u>Newly Required Examples:</u> (a) UF BOT approved the 50-yr. Duke Energy Easement grant due to state (not BOT) ownership of the land; now any easement grant >25 yrs. (other than utility/access near roads) will require UF BOT approval, even if UF BOT holds title and the state Internal Improvement Trust Fund would not require this. (Any non-easement, full title transaction, e.g., acquisition or disposition of forest land by IFAS, required UF BOT approval in the past and will continue to require that approval.) (b) C approval will now be required for the UF Foundation's (and other Affiliates', including Practice Plans') real estate full title transactions (e.g., Foundation acquisition of Kangaroo</p>		

3.14.17

<p>property, Leonardo’s property, and 3 nearby parcels) and for easement grants and lease transactions over the relevant threshold.</p> <p>Still Not Required Examples: (a) UF and Affiliate utility easement grants (e.g., along Archer Rd.), easement acquisitions, and leases ≤10 yrs and ≤50K sf and ≤\$10M NPV lease payments do not and will not require A approval (for UF) or C approval (for Affiliates) (e.g., Sunrise FL lease to UF for the Exec. MBA program/7K sf, 6 or 7 yrs., NPV Lease Payments below threshold; Foundation lease of Coral Gables Office property which is 5 yrs., 4K sf, and below the NPV Lease Payments threshold; Jacksonville Practice Plan lease from a private party to house College of Dentistry clinics—5K sf/~6 yrs., NPV Lease Payments below threshold). (b) Intra-family (any combination of UF, Affiliate(s), Shands Entit(ies)) transactions do not require A approval (for UF) or C approval (for Affiliates) or F Information (from Shands) (e.g., Shands making office space leases to UF Practice Plan for UF COM clinics) unless Florida Internal Improvement Trust Fund requires A approval for state- (not UF BOT-) owned land.</p>		
<p>7. Debt (including Energy Savings Contracts, P3 transactions)</p>	<p>UF— A</p> <p>Affiliate— A</p> <p>Shands Entities— E / Exhibit B</p>	<p><u>Additional Requirements:</u> <u>UF and DSOs:</u> (a) BOG approval is also required unless excepted by BOG Debt Mgt Guidelines.</p> <p><u>Shands Entities:</u> (a) Shands debt processes apply.</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve long-term debt, along with the Shands Jax Entity Board.</p> <p><u>Exceptions:</u> <u>UF and DSOs:</u> (a) BOG Debt Mgt Guidelines exceptions list some debt that requires A, but not BOG, approval.</p> <p><u>Shands:</u> (a) Exceptions to E are for fully collateralized temporary operating lines of credit for ordinary business, already approved budget line items, refinancing without extension of maturity date to realize debt</p>

3.14.17

		service savings, intra-family non-recourse loans ≤\$20M/≤ 30 yrs.
<p>Newly Required Examples: (a) Practice Plan debt (including Energy Savings Contracts and P3) will require A. (DSO debt continues to require A.) (b) Exhibit B protocols now apply to Shands Entities Debt (e.g., for Cardiac and Neurology Hospitals).</p> <p>Still Not Required Examples: (a) Debt Mgt Guidelines exceptions to BOG approval for UF and DSO debt (e.g., for fully collateralized temporary operating lines of credit for ordinary business, already approved budget line items, refinancing without extension of maturity date to realize debt service savings, DSO non-recourse loans ≤\$20M/≤ 30 yrs.).</p>		
<p>8. Compensation of All UF VPs (whether direct report to the Pres. or not) & All UF Pres. Exec. Direct Reports (initial and when changed)</p>	<p>UF— C (C here means BOT Chair concurrence—also can't finalize hiring unless BOT Chair concurs in initial comp.)</p>	<p>Additional Requirements:</p> <p>(a) market support for comp. is required, including consideration of individual accomplishments and contributions</p> <p>(b) BOT Vice Chair and Gov. Comm. members informed at least annually</p> <p>(c) (not a comp. issue) General Counsel is hired and fired by the Pres. but has an appropriate reporting relationship and ultimate accountability to the BOT as the University (per BOG governance standards).</p> <p>(d) (not a comp. issue) Chief Audit Exec. and Chief Compliance Officer report administratively to the Pres. (and also to the SVP/COO) and report functionally to the BOT (per BOG Reg. 4.002(5) & 4.003(5)).</p> <p>Exceptions: N/A</p>
<p>Newly Required Examples: (a) Gov. Comm. members to be informed at least annually of all VPs' and all Pres. Exec. Direct Report (e.g., Exec. Chief of Staff) comp. (BOT Chair concurrence continues to be a prerequisite.)</p> <p>Still Not Required Examples: (a) Compensation decisions for personnel below the organizational level of VP or Exec. Direct Report to the Pres. are made by the UF Pres./designee (e.g., Deans, Directors of areas, all other).</p>		
<p>9. Firing Any UF VP (whether direct report to the Pres. or not) or Exec. Direct Report to UF Pres.</p>	<p>UF— D</p>	<p>Additional Requirements:</p> <p>UF:</p> <p>(a) UF regs. apply (BOT approves regs.)</p>

3.14.17

		<u>Exceptions:</u> N/A
<p><u>Newly Required Examples:</u> (a) Before any VP or any Exec. Direct Report (e.g., Exec. Chief of Staff) to the Pres. is fired (or non-renewed), D will occur (and UF’s BOT-approved regs. also apply). This would be done anyway but is now a requirement.</p>		
<p><u>Still Not Required Examples:</u> (a) Firing or non-renewing personnel below the organizational level of VP or Exec. Direct Report to the Pres. are made by the UF Pres./designee (e.g., Deans, Directors of areas, all others) and UF BOT-approved regs. apply.</p>		
<p>10. Hiring, Firing, Initial and Changed Compensation of (a) UF Pres. and (b) Affiliate CEO/Pres.</p>	<p>UF— A</p> <p>Affiliate— D</p> <p>Shands Entities— N/A (but see additional requirements in next column)</p>	<p><u>Additional Requirements:</u> <u>UF:</u> (a) BOG ratification of initial hiring and extension of appointment of UF Pres. is also required.</p> <p>(b) Pres. employment contract may determine initial comp. and provide formula for changed comp. Gov. Comm. & BOT may approve next year’s goals; Gov. Comm. may determine satisfaction of year-just-ending goals, dictating comp. going forward under contract formula.</p> <p><u>Affiliates:</u> (a) UF Pres. conferring with UF BOT Chair and notifying Vice Chair on CEO comp. is to confirm appropriate process to determine reasonability in the relevant market (for initial comp.—arms-length negotiation/market data/individual; and for total comp. on change—IRS rules process/individual).</p> <p>(b) Affiliate Board approves hiring, firing, and gives final approval of initial comp. of CEO. Affiliate Board or comp. committee gives final approval of total comp. as reasonable in the market upon a change.</p>

3.14.17

		<p>(c) The UF Pres. (since 2007 and with D now applying) is authorized to remove Affiliate CEO “for cause” or “unacceptable performance.”</p> <p><u>Shands Entities:</u> (a) Shands processes apply. Shands Board hires, fires, CEO and follows IRS process to ensure reasonability of comp. in the relevant market. UF Pres./designee is on comp. committee. (See #1 re: appointment and ratification of Shands Entities’ Boards. Also, Shands Entity Pres. (highest ranking administrator) and/or Shands Board Chair, is the same individual as UF SVPHA (designee of UF Pres.) or is the UF Pres.)</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve election and removal of CEO, along with the Shands Jax Entity Board.</p> <p><u>Exceptions:</u> <u>Affiliates:</u> (a) UF Pres. conferring with UF BOT Chair before approving comp. is not to judge the specific amount of comp., but is to confirm that an appropriate process is being followed to determine that the amount is reasonable in the relevant market (for which the IRS has created good practice rules, including market assessment, that substantively make sense in any event).</p>
<p><u>Newly Required Examples:</u> (a) D required for hiring, firing, initial and changed compensation of Affiliate CEO (UAA CEO/AD, UFICO CEO, Gatorcare Pres.)</p>		

3.14.17

<p>Still Not Required Examples: (a) D is not to determine specific compensation of an Affiliate CEO, provided it is within the relevant market reasonable range, as determined by the appropriate process.</p>		
<p>11. Hiring, Firing of Affiliate Other “Disqualified Person” (not CEO)</p> <p>(senior exec. with institution-wide effect/influence or compensated primarily by revenues from an area s/he controls--see notes at end for IRS definition)</p>	<p>Affiliate—</p> <p>Advance notice to UF Pres., BOT Chair and Vice Chair is required</p>	<p>Additional Requirements:</p> <p>Affiliate:</p> <p>(a) Purpose of notices is to provide heightened awareness/accountability (e.g., opportunity to ask questions)—not to second guess expert judgment of Affiliate CEO on qualifications/fit.</p> <p>(b) Affiliate CEO decides, but must give advance notices.</p> <p>Exceptions:</p> <p>Affiliate:</p> <p>(a) This standard doesn’t apply to hiring or firing of an Affiliate employee who is not a Disqualified Person. That is Affiliate CEO’s decision.</p>
<p>Newly Required Examples: (a) Advance notice to the UF Pres., UF BOT Chair and Vice Chair is required for the hiring/firing of Head FB and Men’s Basketball Coaches by UAA/AD. (Advance notice now is required for hiring/firing of other Disqualified Persons (not CEO) by all Affiliates’ CEOs, e.g., when the UFICO CEO hires/fires its COO and some investment leadership staff.)</p> <p>Still Not Required Examples: (a) The Affiliate CEO hires/fires other personnel (e.g., coaches other than Head FB and Men’s Basketball). (UAA has many subsidized sports; this is highly operational; accountability is through AD whose hiring/firing by the UF Pres. does require conferring with UF BOT Chair and notifying Vice Chair in advance—per #10.)</p>		
<p>12. Initial Total Compensation and Upon Change Total Compensation with Change of (a) Affiliate other Disqualified Persons (not CEO) (regardless of comp. amount) and (b) Any Other Affiliate Employee with ≥\$1M/yr. av. comp.</p>	<p>Affiliate—</p> <p><u>D</u></p>	<p>Additional Requirements:</p> <p>(a) For Disqualified Persons regardless of amount of comp.: Affiliate CEO decides initial comp., with D applying, based on arms-length recruitment, market data/individual for initial comp.; and total comp. is subject to Affiliate Board or Comp. Comm. final reasonability in the relevant market determination upon a change in comp. per IRS rules. (Conferring is to confirm appropriate process for reasonability in the market.)</p> <p>(b) For other employees who have ≥\$1M/yr. av. comp:</p>

3.14.17

		<p>Affiliate CEO decides comp., with D applying, based on arms-length negotiation initially and relevant market data/individual initially and upon change</p> <p><u>Exceptions:</u> <u>Affiliate:</u> (a) UF Pres. conferring with UF BOT Chair before approving comp. is not to judge the specific amount of comp., but is to confirm that an appropriate process is being followed (as provided above) to determine that the amount is reasonable in the relevant market</p> <p>(b) This standard doesn't apply to compensation of an Affiliate employee who is not a Disqualified Person and who does not earn \geq\$1M/yr. on av.</p>
<p><u>Newly Required Examples:</u> (a) UF Pres. approval, after conferring with the UF BOT Chair and notifying the Vice Chair, is now required for comp. of (i) UAA/ Head FB and Men's Basketball Coaches, UFICO COO and some UFICO investment leadership staff (Disqualified Persons); and (ii) UAA Baseball Coach (employee with \geq\$1M/yr. av. comp.). For change in compensation, the final Affiliate Board or comp. comm. determination is required.</p> <p><u>Still Not Required Examples:</u> (a) Compensation of other personnel by Affiliate is Affiliate CEO decision.</p>		
<p>13. Research and IP Agreements</p>	<p>UF—</p> <p><u>B</u> (generally)</p> <p><u>A</u> (for any required outside debt or creation of a new entity or request for new appropriation)</p> <p><u>A</u> (for facilities construction or real estate transaction over applicable threshold)</p> <p><u>Affiliates—</u> Affiliate CEO approves</p>	<p><u>Additional Requirements:</u> <u>UF:</u> (a) Research conflict and IP regs. approved by UF Board (as has been the case).</p> <p>(b) As endorsed by BOG, UF Pres./designee approves most research and IP agreements, as well as temporary internal financing from a UF sponsored research fund to begin work under cost reimbursable research awards (common in research). These bring resources to UF, require specialized expertise, advance core mission.</p>

3.14.17

	<p>(generally)</p> <p>But A (for any required Affiliate outside debt or new entity creation or request for new appropriation)</p> <p>But C (for any required Affiliate facility construction or real estate transaction above applicable threshold)</p>	<p>Special funds are intended for research (indirect cost recovery, private donations and clinical revenues available for research, appropriated funds authorized or budgeted for research, and interest on these).</p> <p><u>Affiliate:</u> (a) Affiliate CEO/designee approves research and IP agreements using Affiliate funds.</p> <p><u>Exceptions:</u> <u>UF & Affiliate:</u> (a) A is required for outside debt or creation of a new entity or request for new appropriation.</p> <p>(b) A (for UF) or C (for Affiliate) is required for facility construction or real estate transaction over threshold.</p>
<p><u>Newly Required Examples:</u> (a) A applies to outside debt or creation of new entity for UF, UFRF, IFAS research entities (as has long been the case), and A (for UF) or C (for UFRF or IFAS research entities) applies to facilities construction, if thresholds are triggered for these actions (e.g., A for Clinical and Translational Research facility).</p> <p><u>Still Not Required Examples:</u> (a) Sponsored research agreements not binding UF or Affiliate to debt, to UF or an Affiliate creating a new entity, or to construction or a real estate transaction over the threshold (most sponsored research agreements).</p>		
<p>14. (a) Creation of New Entity, Affiliate, Subsidiary, Merger (Involves control or ownership interest. N/A to collaboration-style affiliation agreements)</p> <p>(b) Amend Affiliate’s or Shands’ Entity’s Corp. Articles of Organization</p> <p>(c) Amend Affiliate’s Bylaws</p>	<p><u>UF—</u></p> <p>A Create New Entity, Affiliate, Subsidiary, or Merger</p> <p><u>Affiliate—</u></p> <p>A Create New Entity, Affiliate, Subsidiary, or Merger, or Amend Affiliate Articles</p> <p>C Amend Affiliate Bylaws</p> <p><u>Shands Entities—</u></p> <p>A</p>	<p><u>Additional Requirements:</u> <u>Shands Entities:</u> (a) Shands processes apply.</p> <p>(b) See Exhibit A, p.4 re: Shands Jax Bylaws require the Jacksonville parent corp. chair (i.e., UF Pres./ designee) as chair or member to approve merger and amendments of Articles and Bylaws, along with the Shands Jax Entity Board.</p> <p><u>Exceptions:</u> <u>UF and Affiliates and Shands:</u></p>

3.14.17

	<p>Create New Entity, Affiliate, Subsidiary, or Merger or Amend Shands Entity Articles</p>	<p>(a) Collaboration-style affiliation agreements do not require A.</p>
<p>Newly Required Examples: (a) Creation of Ocala/Villages LLC co-owned by UF COM Practice Plan and Shands requires A. (This has been the practice, but is now required, and was required by amended Shands statute.) (b) Amend Affiliate or Shands Articles requires A. (Shands statute requires this.)</p> <p>Still Not Required Examples: (a) Customary research, education, or clinical collaboration agreements among UF and other institutions for collaborative endeavors, with neither party assuming legal partner/owner liability.</p>		
<p>15. Investments</p> <p>(a) Investment decisions are made by UFICO experts under policies established by an expert UFICO Board on which the UF BOT Chair or Vice Chair (or more expert other Trustee) serves and (b) Transactions of entities in which UFICO or its affiliate invests (via stock/equity, limited partner or non-managing member interest, fund investment or equivalent investment manager investing an account, and the like)—are not UFICO transactions and are not subject to the standards in this Chart.</p>	<p>UF—</p> <p style="text-align: center;">A</p> <p>(for investment policy for operating funds in excess of those required to meet current expenses, IOM 06-15, implementing 1011.42 Florida statutes)</p> <p>UFICO—</p> <p><u>Reports to UF BOT Fin./Fac. Comm. required at all regular meetings.</u></p> <p>(Also see next column for approvals of non-investment UFICO actions.)</p>	<p><u>Additional Requirements:</u></p> <p><u>Affiliate:</u></p> <p>(a) UF Pres. appointments to UFICO Board are subject to A (#1), which ensures its Directors are (i) top investment experts, (ii) representatives of UF and key Affiliates, and (iii) the UF Board Chair or Vice Chair or more expert other UF Trustee. (See Exhibit A)</p> <p>(b) UFICO CEO/designee must report (and does) to UF Finance and Facilities Committee at each regular meeting.</p> <p>(c) Hiring, firing, compensation of UFICO CEO requires D (#10).</p> <p>(d) UF Pres. may discharge UFICO CEO for “cause” or for “unacceptable performance” after conferring with UFICO Board or Chair/Vice Chair (as is the case with other DSOs) and D applies too.</p> <p>(e) UFICO goods and services transactions [e.g., investment advisor contract if over the threshold] are subject to C (#5).</p> <p>(f) UFICO leases or purchase/sale of real property [e.g., of facilities for UFICO’s offices] are subject to C (#6).</p>

3.14.17

		<p>(e) Any UFICO direct bonding or direct debt [e.g., for UFICO facilities/equipment] is subject to A (#7).</p> <p><u>Exceptions:</u> (a) UFICO CEO/designee makes investment decisions under UFICO Board policies and Information does not apply. (But reports are made to the UF BOT FF Comm.)</p>
<p><u>Newly Required Examples:</u> (a) If UFICO enters into an investment advisory contract over the goods and services threshold in #5 or enters an office lease over the threshold in #6, C is required. Hiring, firing and comp. of UFICO CEO is subject to D under #10.</p> <p><u>Still Not Required Examples:</u> (a) Investment decisions are made by UFICO CEO/designee under UFICO Board policies. Transactions of entities (e.g., REIT or fund) in which UFICO or its affiliate invests are not UFICO transactions under this Chart.</p>		
<p>16. Legal/Admin. Enforcement Claims Settlements</p>	<p>UF and Affiliate—</p> <p>B (Settlement of Claims ≤\$750K)</p> <p>D (Settlement of Claims >\$750K to ≤\$1M)</p> <p>C (Settlement of Claims >\$1M)</p>	<p><u>Additional Requirements:</u> <u>UF:</u> BOG governance principles included these thresholds</p> <p><u>Affiliate:</u> (a) Affiliate Board Chair also must confer on claim >\$750K and concur in settlement of claim >\$1M</p> <p><u>Exceptions:</u> N/A</p>
<p><u>Newly Required Examples:</u> (a) UF Pres. or GC confers with BOT leadership and informs all Trustees of the rare major settlements. Now specific dollar thresholds are established.</p> <p><u>Still Not Required Examples:</u> (a) Medical malpractice claims are handled by the Self Insurance Program which statutorily reports to the BOG and has UF senior health affairs and legal experts on its board.</p>		

Definitions:

6. **“Unacceptable performance”** (since 2007, allowing the UF President to remove the Affiliate CEO, since 2017, after conferring with the UF BOT Chair and notifying the Vice Chair) means a persistent failure to fulfill duties of the position to high standards and in a manner that serves

3.14.17

the best interests of the Affiliate and the University, as determined by the University President after consulting with the Affiliate Board or its authorized designee acting as a senior executive of the Affiliate.

7. **“For cause”** (since 2007, allowing the UF President to remove an Affiliate Board member, since 2017, after conferring with the UF BOT Chair and notifying the Vice Chair) means actions or omissions that may adversely reflect on the interests or reputation of the Affiliate or the University, as determined by the University President after consulting with the Affiliate Board or its authorized designee acting as a senior executive of the Affiliate. Any such determination may be made by the University President at any time and need not depend on the conclusion of any external determination or process.

8. **“Disqualified Persons”** are those whose total compensation by a tax-exempt private entity must be approved by the Board or an authorized compensation committee, and shown not to be an “excess benefit” to the individual Disqualified Person under IRS rules. The compensation must be reasonable in the market in relation to the value received by the entity, as demonstrated by assessing its comparability to the compensation of similar positions in scope and character of responsibility at peer institutions, as well as the accomplishments and expected contributions of the individual. Disqualified Persons are--
 - a. CEO or COO function (position, regardless of title, with ultimate responsibility for implementing Board decisions or supervising management, administration, or operations of the entity),
 - b. CFO or Treasurer function (position, regardless of title, with ultimate responsibility for managing entity finances),
 - c. Board Chair (if compensated);
 - d. any title having substantial influence entity-wide (facts and circumstances test)—e.g.,
 - anyone in charge of an area or activity representing a substantial portion of the activities, assets, income, or expenses of the entity,
 - anyone who contributes >2% of total gifts/bequests to the entity in a year,
 - the entity founder,
 - anyone who receives compensation primarily based on revenues from activities within the individual’s control,
 - anyone who has authority to control or determine a substantial portion of the entity’s capital expenses, operating budget, or employee compensation, and
 - anyone who has a controlling vote.

(Coaches in sports that must be subsidized and do not generate significant net revenues or expenses--as compared with Football, Basketball, other activities that do generate significant net revenues or expenses--are not Disqualified Persons.)

2. Benchmarks:

a. Construction Project Benchmarks

3.14.17

- **Ohio State** Board approves any project of \geq \$4M total project and Pres., Sr. Admin. approves $<$ \$4M.
- **Penn State** Board approves any project of \geq \$5M total project and Sr. Admin. approves $<$ \$5M.
- **Michigan** Board approves construction projects of $>$ \$1M. and Sr. Admin. approves \leq \$1M.
- **Texas** Board approves a Capital Improvement Plan and Budget and projects not in the Plan/ Budget that are \geq \$10M, debt financed, or architectural significant.

b. Vendor/Service Agreement Benchmarks

- **Ohio State, Univ. of Michigan, and Penn State** do not impose caps on Pres./Sr. Admin. for purchasing goods and services, although Penn State has a \$1M limit on some sub-delegation (which is N/A to master agreements that do not require committing the university to purchasing a volume).
- **Texas** is subject to a \$2.5M limit, which is going to be increased to \$5M for university level approval, above which the Board approves.
- **UF** reviewed its and Affiliates' major contracts and confirmed the threshold in the Governance Enhancement Chart captures them.

c. Benchmarks for Real Estate Transactions

- **Ohio State** Board approves (1) Realty Purchase/Sale (except easements \leq 25 yrs or roadway); (2) Easements (grant) $>$ 25 yrs. (except roadway easements and renewals for like term); (3) Leases with NPV lease payments $>$ \$10M.
- **Michigan** Board approves (1) Realty Purchase/Sale (except easements) (but sale of donated realty outside of main campus locale is approved by Pres., Sr. Admin. with a report to the Board); (2) No Easements (all Easements are approved by Pres., Sr. Admin.); (3) Leases $>$ 50K sf and $>$ 10 yrs or leasehold improvements $>$ \$1M.
- **Penn State** Board approves (1) Realty Purchase/Sale \geq \$1M, except sale of realty of $<$ \$3M gifted for the purpose of sale is approved by Pres./Sr. Admin. with report to Board
- **Texas** Board approves (1) Realty Realty Purchase/Sale & Easements $>$ \$2.5M; (2) Leases NPV $>$ \$2.5M.

d. Benchmarks for Research Agreements and Creating New Entities

- **Ohio State, Michigan, Penn State, Texas** do not require Board approval of research and IP agreements but do require Board approval of IP policy

Ohio State, Michigan and Texas require Board approval to create a new company/joi

ITEM: NG-3

UCF BOARD OF TRUSTEES

May 16, 2019

Title: Amendments to University Regulation UCF-3.015 Promotion and Tenure of Tenured and Tenure-earning Faculty

Background:

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Issues to be Considered:

The University proposes to amend Regulation UCF-3.015 to add new language to allow promotion files with unanimously positive votes through the level of the dean to bypass the university committee and move straight to the provost. This was recommended by the Faculty Senate, Resolution 2017-2018-7 and approved by Provost Whittaker on February 26, 2018. General committee procedures, including the requirement to not review a file where there is a conflict of interest, have been consolidated in a single subsection in the regulation. Additional updates have been made to clarify abstentions and potential conflicts of interest.

This regulation was posted online April 15, 2019, for public comment. No comments were received as of the date of submission of these materials.

Alternatives to Decision:

Do not amend University Regulation UCF-3.015 as proposed.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approve amendments to University of Central Florida Regulation UCF-3.015 Promotion and Tenure of Tenured and Tenure-earning Faculty.

Authority for Board of Trustees Action:

Board of Governors regulation 1.001

Committee Chair or Chairman of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Proposed Amended Regulation UCF-3.015 (redline)

Facilitators/Presenters:

Youndy Cook, Deputy General Counsel

Attachment A

UCF 3.015 - Promotion and Tenure of Tenured and Tenure-earning Faculty

(1) Policy.

- (a) University of Central Florida (UCF) adheres to the provisions of any applicable collective bargaining agreement regarding promotion and tenure procedures.
- (b) There shall be sufficient discipline flexibility in interpretation of the standards for promotion so that faculty members may have a reasonable expectation of fulfilling the requirements.
- (c) A faculty member shall normally be recommended for promotion to associate professor prior to or at the same time that tenure is recommended. To save time for both faculty member and committees, the necessary materials for both will go forward simultaneously. Votes on tenure and promotion shall occur concurrently at department or unit, college, and university levels, if applicable.
- (d) The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.
- (e) Effect of tenure criteria modification.
 - 1. If a tenure-earning faculty member not in the College of Medicine has at least four (4) years of tenure-earning credit as of the effective date of a modification to the applicable tenure criteria, the employee shall be evaluated for tenure under the criteria as it existed prior to modification unless the faculty member notifies the university at least thirty (30) days prior to the commencement of the tenure consideration that ~~they~~~~he or she~~ chooses to be evaluated under the newly adopted criteria.
 - 2. If a tenure-earning faculty member in the College of Medicine has at least six (6) years of tenure-earning credit as of the effective date of a modification to the applicable tenure criteria, the faculty member will be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member notifies the university at least thirty (30) days prior to commencement of the tenure that ~~they~~~~he or she~~ chooses to be evaluated under the newly adopted criteria.

- (f) Tenure may be transferred from one unit to another with the approval of the faculty member, the dean, and the provost, as well as the chair and faculty of the new program.
- (g) Faculty serving on promotion and tenure committees charged with reviewing and making promotion recommendations shall hold rank at or above the rank to which the candidate is applying. Faculty making tenure recommendations shall hold tenure.
- (h) If at any stage in the process, a correction to the dossier is needed, or an issue arises, the provost's representative may make corrections to the dossier, or place the review of the candidate's dossier on hold until all issues related to the dossier are resolved. If the dossier is placed on hold, the candidate shall be notified within five (5) calendar days of this action.
- (i) When a candidate is serving in an administrative position at the level of chair or director or higher, or when a conflict of interest exists, the dean's office shall appoint an appropriate person to guide the candidate's promotion process.

(2) Eligibility.

- (a) Tenure.
 - 1. A tenure-earning faculty member not in the College of Medicine will normally begin the tenure application process in the spring preceding the sixth (6th) year of continuous service. However, a faculty member whose employment began in the spring semester may count tenure-earning time beginning with the following academic year. Faculty members may also choose to apply for tenure early, that is prior to the sixth year, or to use credit toward tenure given upon hire, unless they have voluntarily rescinded such credit. In certain ~~unusual~~ situations, the tenure clock may be extended with appropriate permission from the provost or provost's representative.
 - 2. A tenure-earning faculty member in the College of Medicine will normally begin the tenure application process in the spring preceding the eighth (8th) year of continuous service. However, a faculty member whose employment began in the spring semester may count tenure-earning time

beginning with the following academic year. Faculty members may also choose to apply for tenure early, that is prior to the eighth year, or to use credit toward tenure given upon hire, unless they have voluntarily rescinded such credit. In certain ~~unusual~~ situations, the tenure clock may be extended with appropriate permission from the provost or provost's representative.

- (b) Promotion to associate professor. Promotion from assistant to associate professor calls for excellence in teaching and substantial contributions in research, as well as, appropriate service contributions or other university duties, since appointment to UCF faculty. It is expected the candidate's research and scholarly activity have a significant impact, as normally indicated by national recognition.
- (c) Promotion to professor. Promotion to professor is awarded on the basis of superior achievement at the national and/or international level with the promise of continued contribution and not on the basis of longevity. The rank of professor reflects not only an individual's contributions within the institution, but also denotes a reputation as a leading scholar and researcher among one's academic peers on a national and/or international level. Substantial contributions of a continuing nature in each of the areas evaluated, beyond that expected of an associate professor, are necessary components for the achievement of the rank of professor.

(3) Criteria

- (a) Tenure. Tenure is awarded upon the demonstration of highly competent and sustained performance. The recommendation of a faculty member for tenure shall signify that the president and the Board of Trustees believe that the employee will continue to make significant and sustained professional contributions to the university and the academic community.
- (b) Promotion. Promotion is awarded for meeting the criteria for appointment to the rank to which the candidate applies, as defined by the candidate's department or unit, by the candidate's college, and by this regulation.
- (c) Standards for Promotion and Tenure.

1. Standards for promotion and tenure criteria shall take into account the mission and needs of the university and specifically address three areas: research, scholarly, and creative activities; teaching; and, service to the public, the discipline, and the university including those professional responsibilities consistent with faculty status.
2. Specific criteria for promotion and tenure are on file in each department or unit and college in the university. These criteria include items such as increased skill in teaching, demonstrated knowledge in research in candidate's discipline, increased recognition as an authority in the field, and potential for continued professional growth. Department or unit specific criteria shall be approved by a majority of the full-time tenured and tenure-earning faculty in the department or unit, the department chair or unit head, the dean, and the provost or designee.
3. If a college chooses to have criteria in addition to department or unit criteria, these criteria shall be approved by a majority of the full-time tenured and tenure-earning faculty in the college, the dean, and the provost or designee. Approved college criteria will also be available in the department or unit and in each college.
4. As a Ph.D.-granting research university, UCF places heavy emphasis on sustained and significant performance with regard to the research, scholarly, and creative activities of faculty members seeking tenure and/or promotion. Consideration shall be given to all evidence related to research, scholarly, and creative activities contained or explained in the candidate's dossier including, but not limited to, publications, grants, research presentations, and awards.
5. The university defines and evaluates instruction broadly. All types of teaching and teaching-related activities shall be considered as instruction. Assessment of instructional competency shall include evaluation of all materials provided in the candidate's dossier.

6. Service to the candidate's department or unit, college, the university, profession, the greater Orlando area, and the public shall be included as service.

(4) **General Procedures.**

(a) Overview.

1. The promotion and tenure process shall be initiated by the faculty member in consultation with the department chair or unit head, and evaluated successively by the department or unit promotion and tenure committee, the department chair or unit head, the college promotion and tenure committee, the dean of the college, and the university promotion and tenure committee. The final decision of promotion and recommendation regarding tenure will be made by the provost and president. Tenure becomes official with final approval of the University of Central Florida's Board of Trustees.
2. Recommendations by department chairs or unit heads, deans, and all committees must be complete and concise, citing reasons for the recommendation that are based on evidence contained or explained in the candidate's dossier.
- ~~3. Rationale for all votes, including split votes, shall be explained within the promotion and tenure committees' recommendation. Abstentions are strongly discouraged in this process except in cases of conflict of interest.~~
34. In cases where a faculty member is in an academic unit but strongly affiliated with another unit (e.g. a center, institute, cluster, or other entity), the normal tenure and promotion process will be undertaken through the academic unit to which the faculty member belongs with written recommendations by both supervisors upon review of the candidate's materials. In cases where a faculty member has a joint appointment with two different academic units, the normal tenure and promotion process will be undertaken through the primary academic unit, but with written recommendations included in the file by both supervisors upon a review of the candidate's materials.

45. Faculty may be hired with tenure when the person has held tenure at another institution of higher education or whose record would entitle them to receive tenure at UCF. Candidates for tenure upon hire must submit an application dossier to the department or unit to which ~~they are~~~~he or she is~~ applying. Tenured faculty in the department or unit will interview or evaluate the candidate and vote to recommend for or against tenure in that department or unit. The department chair or unit head shall submit ~~their~~~~his or her~~ recommendation, the candidate's dossier, and the faculty recommendation to the dean. The dean shall forward his or her recommendation, the department or unit faculty's recommendation, the candidate's dossier, and a completed "Tenure upon Hire" form to ~~the Office of~~ Faculty Excellence for provost's review. Tenure shall be awarded upon recommendation by the president and approval by the Board of Trustees.

(b) Outside review.

1. In consultation with the department chair or unit head, each faculty member being considered for promotion shall prepare the materials to be forwarded to reviewers by the department chair or unit head. These materials will include department or unit criteria or guidelines, college criteria if they exist, this university regulation, a current curriculum vitae, and other research documentation as deemed appropriate.
2. Outside reviewers primarily provide comments about the quality and impact of the candidate's scholarly research and creative activity within their common discipline or area of study. Normally, outside reviewers will hold the rank of ~~full~~-professor. The preponderance of the external letters should typically come from individuals holding tenured positions at very high research activity universities, as designated by the Carnegie Foundation.
3. The department chair or unit head and the department or unit promotion and tenure committee shall jointly nominate four (4) outside reviewers in ranked order; and the faculty member being considered for promotion

shall nominate ~~their his or her~~ own four (4) outside reviewers in ranked order. The candidate will select two (2) reviewers from the department's or unit's list. The department chair or unit head, in consultation with the department or unit promotion and tenure committee, shall select two (2) reviewers from the candidate's list.

4. Only the department chair or unit head shall make contact with each of the four (4) selected reviewers to ascertain their willingness to review the candidate's materials for promotion. Should a potential reviewer agree to undertake the review, a standard letter provided by ~~the Office of~~ Faculty Excellence shall be used by the department chair or unit head for the purpose of submitting or emailing a dossier to the outside reviewer. Should any decline, the department chair or unit head shall contact the next ranked candidate. If the declining reviewer is from the candidate's list, then the next reviewer on that list would be contacted; if the declining reviewer is from the department's or unit's list, then the next reviewer on that list would be contacted. If all decline, the process outlined above starts over to identify new reviewers, as necessary.

5. Reviewers shall not participate in the following cases:
 - (i) Where -a potential conflict of interest exists;
 - (ii) If, in the reviewer's judgment, personal factors might impair their objectivity regarding an individual candidate.
6. Once the promotion and tenure review process has started, the candidate is not to have any contact with the outside reviewers until the requested review letter is received by the university.

(c) Candidate Dossier. A promotion and tenure dossier shall be accompanied by the supporting materials listed below:

1. Copies of ~~applicable~~ department ~~or~~ unit promotion and tenure criteria and college criteria where applicable;
2. The curriculum vitae sent to the outside reviewers in the spring;
3. Current curriculum vitae, if different from above;

4. The employee's annual performance evaluations and annual assignments for the last five years;
 5. Cumulative progress evaluations (inclusion of cumulative progress evaluations are optional for candidates applying for promotion to professor);
 6. An overall impactsummary statement and individual summary statements written by the candidate describing their teaching; research, scholarly, and creative activities; and service;
 7. Materials supporting candidate's summary statements of teaching; research, scholarly, and creative activities compiled by the candidate. In terms of documentation of external research funding, only contracts and grants processed through the university's Office of Research ~~and Commercialization~~, or other appropriate university entity (~~e.g., UCF Foundation, other foundations, or private individuals~~) shall be considered.
 8. External reviewer's letters and a short summary of the qualifications of each review.
 9. Dossier additions may be made by the candidate at any time prior to the provost's recommendation and may include items such as: publication acceptances, newly funded grants, or scholarly awards received. Depending upon the timing of an addition, newly added material may not be considered by all committees.
109. Candidates may withdraw the dossier any time before the provost's final recommendation.

(5) Committee Procedures Applicable to All Promotion and Tenure Committees.

- (a) Because of the importance of the promotion and tenure process, it is expected that all promotion and tenure committee members will participate fully in the process. Committees will be professional and discriminating in their decision-making process and make recommendations solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate's dossier. Rationale for all votes, including split votes, shall be explained within the promotion and tenure committees' recommendation.

Because evaluative personnel records are being discussed, only committee members may be present for a given meeting. The use of recording devices is prohibited during committee meetings and deliberations.

(b) Retired faculty may not serve on a promotion and tenure committee at any level. In addition, any faculty member who, because of serious illness or extended absence for work, cannot complete the evaluation process should not serve on a promotion and tenure committee at any level. A faculty member may only serve on one promotion and tenure committee during the same cycle – therefore, if a faculty member is serving on a college promotion and tenure committee, then they cannot also serve on a department promotion and tenure committee in that cycle.

(c) Faculty serving on promotion and tenure committees at any level shall not render decisions or participate in review on any candidate before the committee where the following apply:

1. Where a conflict of interest exists. A conflict of interest is defined as a divergence between an individual's private interests and their employment obligations to the university such that an independent observer may reasonably question whether the individual's actions or decisions are partially or wholly influenced or determined by considerations other than the best interest of the university. Examples include but are not limited to: where the faculty member and the candidate are relatives (see University Policy 3-008.2 for the definition of relative); where the faculty member has a financial interest in or with the candidate; where the faculty member has a substantial publication record with the candidate; where the faculty member supervised the candidate's dissertation.

2. When any personal factor(s) might impair the faculty member's objectivity regarding an individual candidate;

(d) When to identify a conflict of interest. A faculty member serving on a promotion and tenure committee at any level should be able to identify a conflict of interest with regard to a particular candidate prior to the review of the candidate's dossier. Where the faculty member knows there is a conflict of interest with the candidate,

it is improper for the faculty member to review the candidate's dossier. There may be circumstances in which a faculty member serving on a promotion and tenure committee may not know in advance of a conflict of interest – in such instances, as soon as the conflict of interest is identified, the faculty member must identify the conflict to Faculty Excellence and remove themselves from the process as to that candidate and may not further review the candidate's dossier. If there is a question regarding conflict of interest and committee service, Faculty Excellence can provide assistance.

- (e) If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for department promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority to record the vote and sign the record of attendance for the missing committee member;

(6) Committee Procedures at Department, College, and University Levels.

- (a) Department or unit promotion and tenure committee.
1. A department or unit promotion and tenure committee shall be established to function as an advisory group to the department chair or unit head and consist of all tenured department or unit faculty at or above the rank being sought by candidates in the department or unit. In instances when a department or unit has fewer than three (3) full-time tenured faculty at the rank required, additional ~~-tenured~~ faculty at the rank required ~~must~~may be added from other related disciplines within the college or university. The department chair or unit head, in consultation with the dean and department or unit faculty, shall identify (a) potential committee member(s) who is or are willing to serve in this role. The same committee member(s) must serve on the department or unit committee for all candidates seeking promotion and tenure for that cycle, in that department or unit.
 2. Committee members may not serve on a department or unit promotion and tenure committee if they have been elected to represent the department or

unit on the college promotion and tenure committee in the same college, the university promotion and tenure committee, or serve as a department chair or unit head in the same college. ~~Because of the importance of the promotion and tenure process, it is expected that all promotion and tenure committee members will participate fully in the process.~~

- ~~3. Faculty shall not serve in any of the following instances:~~
- ~~(i) Where a potential conflict of interest exists;~~
 - ~~(ii) Where serious illness would prevent the faculty member from completing the evaluation process;~~
 - ~~(iii) When personal factors might impair his or her objectivity regarding an individual candidate;~~
 - ~~(iv) If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for department promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member;~~
 - ~~(v) Faculty who are serving on the college promotion and tenure committee or will serve on the university promotion and tenure committee during the same cycle; or~~
 - ~~(vi) Retired faculty.~~

34. The department chair or unit head shall call the initial meeting to organize the committee. The promotion and tenure committee chair shall be a member of the promotion and tenure committee elected by majority vote of its members and shall call the promotion and tenure committee into session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than a majority of the committee members or fewer than three persons. ~~The department promotion and tenure committee will be professional and~~

~~discriminating in the decision making process and make its recommendations solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate's dossier.~~

~~(i) Because evaluative personnel records are being discussed, only members of the department promotion and tenure committee may be present for a given meeting.~~

~~(ii) The use of recording devices is prohibited during department promotion and tenure meetings and deliberations.~~

45. Each department promotion and tenure committee member shall be physically present to vote on the candidate being evaluated, except in those cases as outlined above or if voice or video calls are part of the approved procedures. The vote shall occur after promotion and tenure committee discussion, and the results shall be recorded. A promotion and tenure committee member shall vote only on dossiers that ~~they~~he or she ~~has~~ have personally reviewed and participated in committee discussions about. Each evaluation and recommendation must be accompanied by an explanation of the promotion and tenure committee's action. In the case of any split vote, there must be a written explanation of the split vote. Abstentions are allowed only ~~strongly discouraged except~~ in cases of conflict of interest.

56. The promotion and tenure committee chair shall forward to the department chair or unit head the following:

(i) The record of attendance of all promotion and tenure committee meetings;

(ii) The promotion and tenure committee's evaluation and recommendation;

(iii) The candidate's dossier containing all evaluation materials;

(iv) The results of the poll of the tenured faculty for a candidate for tenure and promotion; and

- (v) If applicable, a sealed envelope containing the official votes of the promotion and tenure committee regarding promotion and tenure.
- ~~67.~~ The department chair or unit head shall transmit the promotion and tenure committee's evaluation and recommendation to the faculty candidate for review and potential comment.
- ~~78.~~ Evaluated faculty members may review and, if desired, provide a response to the committee's evaluation and recommendation within five (5) calendar days after receipt of notice of the department promotion and tenure committee's recommendation. Any response will become part of the candidate's dossier.
- ~~89.~~ After the five (5) days available for the candidate's optional response has passed, the department chair or unit head within seven (7) calendar days will recommend in favor of or against promotion and tenure, and forward the recommendations and comments to the candidate for review and potential comment.
- ~~910.~~ An evaluated candidate may review and, if desired, provide a response to the department chair's or unit head's evaluation and recommendation within five (5) calendar days after receipt of notice of the department chair's or unit head's recommendation. Any response will become part of the candidate's dossier.
- ~~1011.~~ Once the five (5) calendar day period for optional response by the candidate has passed, the ~~candidate~~~~department chair or unit head~~ shall forward ~~their~~~~the candidate's~~ dossier to the college.
- (be) College promotion and tenure committee.
 1. A college promotion and tenure committee consisting of one (1) tenured faculty member at the rank of professor from each department or unit shall be established within each college to function as an advisory group to the dean; if no tenured ~~full~~-professor is available in a department or unit, then a tenured associate professor may serve in this role but not participate or vote in discussions relating to ~~full~~ professors.

2. An alternate college promotion and tenure committee member must be elected in the event a regular committee member is unable to serve. Each spring, when department or unit and college promotion and tenure committees are being formed, tenured faculty in a given college shall elect an alternate college promotion and tenure member. The alternate college promotion and tenure committee member shall not serve on any department or unit committees within that college or on the university promotion and tenure committee. If the alternate is selected to serve on the college promotion and tenure committee, ~~theyhe or she~~ must review all the candidate dossiers.
3. Department chairs or unit heads and ranked deans (e.g. assistant and associate) may not serve on the college promotion and tenure committee.
4. Each college promotion and tenure committee member shall serve a term of two (2) academic years. Terms shall be staggered to provide for continuity and uniformity of committee action.
5. College promotion and tenure committee members may not serve two (2) successive terms, except in departments or units with only one (1) professor eligible to serve.
6. With ample notice, vacancies on the college committee are filled by eligible faculty during the term in which they occur from the same department or unit, but only for the remainder of the departed person's term.
7. Faculty members serving on a department or unit promotion and tenure committee within the same college or the university promotion and tenure committee may not serve on the college promotion and tenure committee. They also may not participate in or attend committee discussions related to the candidates or vote on candidates' dossiers as part of the college promotion and tenure committee.
- ~~8. Faculty shall not serve in any of the following instances:
(i) Where a potential conflict of interest exists;~~

- ~~(ii) — Where serious illness would prevent the faculty member from completing the evaluation process;~~
- ~~(iii) — When personal factors might impair his or her objectivity regarding an individual candidate;~~
- ~~(iv) — If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for college promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member;~~
- ~~(v) — Faculty who served on the committee within the last two years;~~
- ~~(vi) — Faculty who have served on a department or unit promotion and tenure committee within the same college or will serve on the university promotion and tenure committee during the same cycle;~~
- ~~or~~
- ~~(vii) — Retired faculty.~~

89. Colleges with fewer than three (3) departments or units, schools or academic units shall elect tenured full professors to serve on the college promotion and tenure committee to attain a minimum of three (3) promotion and tenure committee members. If fewer than three (3) tenured, full professors are available to serve, supplemental faculty from other colleges will be added to the college promotion and tenure committee. The dean, in consultation with the college faculty, shall identify potential candidates who are willing to serve in this role and will organize the initial committee meeting. Supplemental committee members shall be tenured professors who are elected by majority vote of tenured and tenure-earning faculty of the affected departments or units; the same supplemental committee member must serve on the college committee for all candidates seeking promotion and tenure for that cycle in that college.

- ~~940.~~ The college dean shall ensure members of the college promotion and tenure committee are elected at individual department or unit meetings in the spring semester.
- ~~1044.~~ College promotion and tenure committee members shall not serve and shall be replaced by an alternate if any of the conditions noted in sections (5)(b) or (5)(c) in this regulation are present in the following cases:
- ~~(i) — Where a potential conflict of interest exists, or~~
 - ~~(ii) — Where serious illness would prevent the faculty member from completing the evaluation process;~~
 - ~~(iii) — When personal factors might impair his or her objectivity regarding an individual candidate;~~
 - ~~(iv) — If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for college promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member.~~
- ~~1142.~~ The college promotion and tenure committee chair shall be a member of the college promotion and tenure committee elected by a majority vote of its members, and shall call the committee into session to transact such business as required.
- ~~1243.~~ A quorum shall consist of the attendance of all promotion and tenure committee members, when practicable. However, a quorum shall not be less than seventy (70) percent of the college promotion and tenure committee members.
- ~~14. — The college promotion and tenure committee will be professional and discriminating in its decision making and will make its recommendation solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate's dossier.~~

~~(i) Because evaluative personnel records are being discussed, only members of the college promotion and tenure committee may be present for a given meeting.~~

~~(ii) The use of recording devices is prohibited during college promotion and tenure committee meetings and deliberations.~~

1345. The college promotion and tenure committee shall complete an evaluation and recommendation based on department or unit and college criteria for each candidate for promotion and tenure.

1446. Each college promotion and tenure committee member shall vote on each case considered, and the result shall be recorded. A promotion and tenure committee member must be physically present to vote and may only vote on dossiers that ~~they~~ ~~he or she~~ ~~have~~ ~~has~~ personally reviewed and participated in committee discussions about. Voice or video calls may be used at the discretion of the college promotion and committee member chair. Voice or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority ~~through an official power of attorney to record the~~ vote and sign the record of attendance for the ~~remote~~ ~~missing~~ committee member.

1547. Each evaluation and recommendation must be accompanied by an explanation of the promotion and tenure committee's action, including an explanation of split votes. Abstentions are only allowed ~~strongly discouraged except~~ in cases of conflict of interest.

1648. The college promotion and tenure committee chair shall forward to the dean the following:

- (i) The record of attendance of all college promotion and tenure committee meetings;
- (ii) The college promotion and tenure committee's evaluation and recommendation;
- (iii) The candidates' dossiers containing all evaluation materials; and

(iv) If applicable, a sealed envelope containing the official votes.

1749. The dean shall transmit college promotion and tenure committee recommendation and evaluation to each candidate for review and potential comment. Each evaluated candidate may review and, if desired, provide a written response to the committee's evaluation and recommendation within five (5) calendar days after receipt of notice of the college promotion and tenure committee's recommendation. Any response shall be contained in the candidate's application dossier.

1820. Once the five (5) calendar day period for optional response by the candidate has passed, within two (2) weeks, the dean will recommend in favor of or against the candidate's application for promotion and tenure and then send ~~their~~~~his~~~~or~~~~her~~ recommendations and comments to the candidate for review and potential comment.

1924. Within five (5) calendar days, the candidate may review and respond to the dean's recommendations. Any response will become part of the candidate's application dossier.

2022. Once the five (5) calendar day period for optional response by the candidate has passed, the dean shall forward the candidate's dossier to ~~the~~ ~~Office of~~ Faculty Excellence.

(cf) University promotion and tenure committee.

1. The university promotion and tenure committee shall be established to function as an advisory group to the provost. The university promotion and tenure committee is a reporting committee of the Faculty Senate. It shall consist of one (1) tenured faculty member from each college who hold the rank of professor and who are active scholars within their discipline. If a college lacks a ~~tenured~~~~full~~ professor, the college will not be represented on the university promotion and tenure committee. Department chairs or unit heads and ranked deans may not serve on the university promotion and tenure committee.

2. Each college shall provide one university promotion and tenure committee member, who has been elected by the tenured and tenure-earning faculty

of that college, to serve for staggered two-year terms. The university promotion and tenure committee chair is elected by the university promotion and tenure committee at its first meeting.

3. Vacancies are filled during the term in which they occur from the same college for the remainder of that person's term and the person shall not have served on any other promotion and tenure committees.
4. The provost will schedule the initial meeting to charge the university promotion and tenure committee. All members of the committee should be present. If a committee member is not able to attend, ~~they~~he or she must meet with the provost or designee before participating in committee work.
5. University promotion and tenure committee members shall not serve and shall be replaced by an alternate when any of the conditions noted in sections (5)(b) or (5)(c) of this regulation are present. ~~in the following cases:~~
 - ~~(i) — Where a potential conflict of interest exists;~~
 - ~~(ii) — Where serious illness would prevent the faculty member from completing the evaluation process;~~
 - ~~(iii) — When personal factors might impair his or her objectivity regarding an individual candidate;~~
 - ~~(iv) — If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for university promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member; or~~
 - ~~(v) — Retired faculty.~~
6. The university promotion and tenure committee shall review the evaluation materials of tenured or tenure-earning faculty under consideration for a change of status; except that dossiers that have

received unanimously positive votes from all prior levels of review shall move directly to the Provost for review. The Provost may request review by the university promotion and tenure committee prior to the Provost making a final recommendation.

~~7. The university promotion and tenure committee will be professional and discriminating in its decision making process and make its recommendations solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate's dossier.~~

~~(i) Because evaluative personnel records are being discussed, only members of the university promotion and tenure committee may be present for a given meeting.~~

~~(ii) The use of recording devices is prohibited during university promotion and tenure committee meetings and deliberations.~~

8. A quorum shall consist of the attendance of all university promotion and tenure committee members, when practicable. However, a quorum shall not be less than seventy (70) percent of the university promotion and tenure committee members.

9. Within six (6) weeks, the university promotion and tenure committee shall complete an evaluation and recommendation for each candidate assigned for review for promotion and tenure. Each university promotion and tenure committee member, unless recused, shall vote on each case considered and the result shall be recorded. A university promotion and tenure committee member in the greater Orlando area must be physically present to vote and may vote only on dossiers that ~~they~~he or she ~~have~~has personally reviewed. Voice or video calls may be used only at the discretion of the university promotion and committee member chair.

10. Each evaluation and recommendation must be accompanied by an explanation of the university promotion and tenure committee's action, including an explanation of split votes. Abstentions are allowed only

~~strongly discouraged except~~ in cases of conflict of interest, ~~which must be disclosed prior to reviewing the dossier.~~

11. The university promotion and tenure committee chair shall forward to ~~the Office of~~ Faculty Excellence the recommendations and votes of the university promotion and tenure committee and the following:
 - (i) The record of attendance of all promotion and tenure committee meetings;
 - (ii) The university promotion and tenure committee's evaluations and recommendations;
 - (iii) Each candidate's dossier containing all evaluation materials; and
 - (iv) A sealed envelope containing the official votes.
 12. Within five (5) calendar days of receiving the university promotion and tenure committee's recommendation, ~~the Office of~~ Faculty Excellence shall forward the university promotion and tenure committee's recommendation to each candidate for review and potential response. The evaluated candidate will then have five (5) calendar days in which to review and, if desired, provide a response to the university promotion and tenure committee's recommendations. Any response will be contained within the dossier and the dossier will then be transmitted to the provost by ~~the Office of~~ Faculty Excellence.
 13. The following shall be forwarded to the provost:
 - (i) The record of attendance;
 - (ii) The university promotion and tenure committee's evaluation and recommendation;
 - (iii) The candidate's dossier containing all evaluation materials; and
 - (iv) A sealed envelope containing the official votes of the university committee.
- (g) Provost Review. The provost will review the candidate's dossier and make ~~their~~ recommendations and comments based on the materials contained or referenced in the candidate's dossier. Upon review of the candidate's

information, the Provost will recommend in favor of or against the candidate's application for promotion and or tenure.

(h) Promotion Decision and Notification.

1. Final promotion decisions are made by the president and provost, while tenure decisions reside with the Board of Trustees. The provost presents recommendations for tenure to the university Board of Trustees. Only with affirmation by the university Board of Trustees is tenure awarded.
2. Promotion and tenure become effective at the beginning of the succeeding academic year.
3. If an in-unit faculty member is denied promotion and or tenure, ~~they~~~~he or~~ ~~she~~ have~~has~~ the option of using the grievance process that is outlined within the current collective bargaining agreement.

Authority: BOG Regulation 1.001. History—New 7-9-14. Amended 1-5-15, 7-5-16, _____-19.

ITEM: NG-4

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: Amendments to University Regulations UCF-6.007 Traffic/Parking Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees; Parking Violation Fines

Background:

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Issues to be Considered:

The University proposes to amend Regulation UCF-6.007 to include the new UCF Downtown campus. A new “V” permit has been added for Valencia employees and students. New language has also been added in regards to Disabled Veteran license plates and the use of license plate recognition software for parking systems management and enforcement. Additionally, language concerning vehicles that back into parking spaces has been updated to prohibit this practice in any parking lot or garage. Other minor updates are made throughout the regulation.

The University proposes to amend Regulation UCF-6.008 to add the new classification for permits for Valencia employees and students. A new fine for parking facing traffic/backed into parking space has also been added.

This regulation was posted online April 15, 2019, for public comment. Several comments have been received as of the date of submission of these materials for UCF-6.007 Some have been incorporated into the proposed amendments. Other comments opposed the back-in parking.

Alternatives to Decision:

Do not amend University Regulations UCF-6.007 and 6.008 as proposed.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approve amendments to University of Central Florida Regulations UCF-6.007 Traffic/Parking Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.

Authority for Board of Trustees Action:

Board of Governors regulation 1.001

Committee Chair or Chairman of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Proposed Amended Regulation UCF-6.007 (redline)

Attachment B: Proposed Amended Regulation UCF-6.008 (redline)

Facilitators/Presenters:

Youndy Cook, Deputy General Counsel

Attachment A

UCF-6.007 Traffic/Parking Regulation and Enforcement.

(1) General Information.

(a) Definitions.

1. The term “vehicle” shall include bicycles, motorcycles, automobiles, trucks, and other mobile equipment.
2. High Efficiency Vehicles: Vehicles which run on rechargeable batteries and gasoline engines combined or which use one or more electric motors or other non-fossil fuel for momentum. Only these vehicles will be allowed to park in spaces that have signs and/or stenciling that state “Hybrid Vehicles Only” or “HEV Parking Only”. Only Electric Vehicles which require electricity for power may park in the parking spaces designated “Electric Vehicles Only”. Vehicles parked in these spaces must be in the charging mode. Maximum time allowed in Electric Vehicle Only spaces is 4 hours. Valid UCF parking permits must be displayed.
3. Decals and hang tags: Printed labels or hang tag permits issued by the university evidencing vehicle registration. For the purposes of this regulation, the words “decal”, “hang tag”, and “permit” are synonymous.

4. Campus: Campus includes the Orlando/Main Campus and the specialized campuses: UCF Downtown, Academic Health Sciences and Rosen College of Hospitality Management.

- (b) The University Parking and Transportation Advisory Committee serves as the principal advisory body to the president through the ~~V~~ice ~~P~~resident for Administration and ~~Chief Operating Officer~~~~Finance~~, recommending policies and regulations that govern traffic and parking on the UCF campus. The committee shall consist of two (2) faculty members selected by the Faculty Senate Parking Advisory Committee; two (2) students appointed by the president of Student Government Association; two (2) staff members appointed by USPS Staff Council; one (1) Administrative and Professional employee appointed by the vice president for Administration and Finance. The ~~V~~ice ~~P~~resident for Administration and ~~Chief Operating Officer~~~~Finance~~ will appoint one additional member to serve as chair. The term of service shall be two (2) years, staggered with the exception of student

members, who shall serve for one year. The committee may elect a vice-chair to serve in the absence of the chair.

- (c) The University Parking Citation Appeals Committee is composed of up to two faculty (2) members, four (4) students, two (2) university employees and one (1) chair. The University Parking Citation Appeals Committee has jurisdiction over violations of the university's parking regulations. In those cases heard before it, this committee will render decisions adjudicating guilt and will impose appropriate monetary or restrictive penalties. The University Parking Citation Appeals Committee reports to the Vice President for Administration and Chief Operating OfficerFinance.
- (d) Applicability – The provisions of this regulation shall apply at all times to vehicles that are operated or parked on the UCF campus. The fines, penalties and other sanctions against persons in violation of the provisions of this regulation will be enforced as follows:
 - 1. In the case of a vehicle registered with the Department of Parking and Transportation, the university shall assess fines for parking violations against the person in whose name the vehicle is registered with Parking and Transportation Services.
 - 2. In the case of a vehicle not so registered, assessments for parking violations shall be made against the operator if it is determined that the operator at the time of the violation is associated with the university and, in fact, should have registered the vehicle with the Department of Parking and Transportation.
 - 3. If a vehicle is not registered with the university and the operator is not associated with the university, fines will be assessed against the vehicle's state registration vehicle certificate holder.
- (e) Responsibility – Unless otherwise noted, the Department of Parking and Transportation is responsible for the implementation and enforcement of this regulation and for resolution of disputes with regard to the university's parking and traffic regulations.
- (f) Authorizations.

1. Operation of a motor vehicle upon ~~any UCF~~the campus ~~of UCF~~ is a privilege granted by the university. All vehicles parked on ~~any~~the university campus must be currently registered with the Department of Motor Vehicles and display a valid license tag. UCF adheres to Florida State Statutes regarding vehicle registration expiration dates.
2. The university is authorized and reserves the right to regulate the use of any of its vehicle parking facilities for the exclusive use of designated groups or individuals.
3. Any individual possessing a valid driver's license may operate a properly registered motor vehicle on the UCF campus in accordance with the provisions of these regulations.
4. UCF police officers, community service officers (CSO's) and parking ~~enforcement personnel~~patrollers are authorized to issue a university parking and traffic citation to any person or vehicle violating university parking and traffic regulations.
5. Vehicles are subject to immobilization or being towed from the campus, depending upon the need for such action, as set forth in these regulations.
6. UCF assumes no responsibility for vehicles, or their contents, parked on campus.
7. The University of Central Florida utilizes license plate recognition hardware and software (LPR) for parking systems management and enforcement as of 2019.

(2) Registration Regulations.

- (a) All motor vehicles parked on the UCF campus must be registered with the Department of Parking and Transportation and have the appropriate parking permit properly displayed while parked on campus. This includes vehicles used by evening and special students. Exceptions to this requirement are as follows:
 1. Vehicles displaying "government" license plates.
 2. Properly identified Government officials, such as FBI, ATF, US Customs, etc., who park on campus on official business, whose vehicles do not display an official government tag or other governmental markings, may be issued a

one day parking permit free of charge. These permits may be issued at either the Visitor and Parking Information Center or the Department of Parking and Transportation.

3. Construction personnel and contractors engaged in projects on campus may park within the designated fenced enclosure of the construction site without a UCF parking permit.
4. Visitors shall comply with subparagraph (i)15 below.
 - (b) Registration of more than one automobile and one motorcycle is permissible by paying full price for each permanent decal or hang tag. A hang tag permit transferable from automobile to automobile is also available; however hang tags cannot be transferred from an automobile to a motorcycle.
 - (c) The vehicle registration year begins September 1 and ends August 31 the following year. Each vehicle must be registered with permit properly displayed no later than the first day of classes of each semester.
 - (d) All individuals who register their vehicles at the university must register them online. Registrants may pay for their parking permits online with a credit card, Knight Cash, or pay for them in person at the Department of Parking and Transportation in Parking Garage B.
 - (e) Decal Display – Issued decals are to be permanently affixed to the registered vehicle. Decals must be affixed either to the left rear bumper or on the outside of the rear windshield of the driver’s side. Motorcycle decals must be affixed to the right front fork. Decals not affixed in accordance with instructions will result in a citation for improper display.
 - (f) Hang tag permits must be displayed on the rear view mirror with the permit number and expiration date visible and legible from the exterior of the vehicle.
 - (g) Registrants must register their own vehicle. The Department of Parking and Transportation must be notified of any change in ownership or license plate number.
 - (h) Permanent decals are not transferable between individuals or vehicles. Upon sale or other disposal of a registered vehicle, the permanent decal must be destroyed unless the registrant wishes to purchase a replacement decal. If the registrant wishes to purchase a replacement decal, the registrant must remove the original decal from the

disposed vehicle and return it (or sufficient fragments thereof, including the decal number) to the Department of Parking and Transportation as proof that the original decal is no longer in use.

- (i) Parking permits are sold or issued under the following guidelines:
1. Only the university president, vice presidents, associate vice presidents, assistant vice presidents, deans and others as approved by the University Parking and Transportation Advisory Committee are eligible to purchase “A” permits. An “A” permit authorizes parking in a 24-hour reserved space, as well as in any other legal parking space on campus that is not reserved for 24 hours daily use. Only a limited number of 24-hour reserved spaces are available.
 2. Except as provided otherwise above in subparagraph (i)1, –employees with salaries >\$50,001 must purchase “B” permits. “B” permits authorize parking in designated “B”, “C”, and “D” parking areas or in any unreserved parking garage on the campus. Employees with salaries < \$50,000 may purchase either a “B” or “C” permit, but they must park in the type of facility designated by the permit they choose, or in any unreserved parking garage. Category of permit must be selected when the permit order is placed. Full-time employees who are also enrolled in classes are not eligible to purchase student “D” permits.
 3. All non-student OPS employees may purchase “B” or “C” permits based on the aforementioned criteria, but they must park in the type of facility designated by the permit they choose, or in any unreserved parking garage on the campus.
 4. Eligible non-UCF employees of the Research Park and on-campus vending/retail establishments must purchase only “C” permits. A “C” permit authorizes parking in designated “C” and “D” areas only, or in any unreserved parking garage on the campus.
 5. All students who do not live on campus may purchase only “D” permits. “D” permits authorize parking in designated “D” parking areas only or in any unreserved parking garage on the campus. Graduate Teaching Assistants,

Graduate Research Assistants and all other student OPS employees must purchase only “D” permits.

6. All students, staff and faculty parking motorcycles, mopeds, or motor scooters on campus must purchase motorcycle (“MC”) permits. “MC” permits authorize parking in designated motorcycle spaces only.
7. Residential students who reside in the Apollo, Libra, Nike, Hercules, and Neptune communities must purchase only “R” permits. “R” permits are restricted to “R” designated parking areas between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday; however, any unreserved parking space may be used at all other times. Posted overnight and game day restrictions apply.
8. Residential students who reside in the Lake Claire community must purchase only “RL” permits. “RL” permits are restricted to “RL” designated parking areas between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday; however, any unreserved parking space may be used at all other times. Posted overnight and game day restrictions apply.
9. Residential students who reside in the Towers at Knights Plaza must purchase only “KP” permits. “KP” permits are restricted to parking garage E or G between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday; however, any unreserved parking space or garage may be used at all other times. Posted overnight and game day restrictions apply.
10. Employees and students at the Rosen College of Hospitality Management and UCF Downtown campus must purchase a permit of the appropriate classification (“B”, “C”, or “D”) which may be used for parking on the UCF main campus, the UCF Downtown campus, the Academic Health Sciences campus, and the Rosen campus in “B”, “C”, or “D” lots as their permit designates.
11. Valencia employees and students must purchase a “V” permit of the appropriate classification (“BV”, “CV”, or “DV”) which may be used for parking on the UCF Downtown campus, the UCF main campus, the Rosen

Campus, and the Academic Health Sciences campus in “B”, “C”, or “D” lots as their permit designates.

12. Employees and students of the Academic Health Sciences Campus must purchase a “M” permit of the appropriate classification (“BM”, “CM”, or “DM”). “M” permits allow parking at the Academic Health Sciences Campus, UCF main campus, the Rosen Campus, and the UCF Downtown Campus in “B”, “C”, or “D” lots as their permit designates.

1344. Employees of the Athletics Department, UCF Convocation Corporation (UCFCC), and the Arena, may be issued “F” permits. Approval to purchase an ‘F’ permit must be granted by a designee of the Athletics Department or UCFCC. An “F” permit authorizes parking in parking garage F or any other parking lot or unreserved parking garage that is equivalent to the permit they are issued. “F” permits may be red or blue.

1442. Special guests of the university, including but not limited to fully retired UCF employees, eligible campus ministry personnel and State Auditors, shall be issued “G” permits, subject to the availability of such permits. A “G” permit authorizes parking in any legal parking space on campus other than those reserved twenty-four (24) hours a day. Requests for this permit shall be submitted to the Department of Parking and Transportation. Retirees who return to work in a full-time position with benefits are not eligible to receive a “G” permit. “G” permits, whether decal or hang tag, are assigned to the retiree or other eligible person(s) for their use only and may not be transferred to another person. Such transference constitutes fraud and the permit may be revoked. Further, additional permit issuance may be prohibited to the retiree as well as any other individual involved with the use of said permit. A replacement fee may be assessed for a “G” permit that is reported lost.

~~13. Employees and students of the Health Sciences Campus must purchase an “M” permit of the appropriate classification (“BM”, “CM”, or “DM”). “M” permits allow parking at the Health Sciences Campus and the UCF main campus in “B”, “C”, or “D” lots as their permit designates.~~

1544. Vendor permits are available to vendors who conduct business on the university campus. University departments located off campus may purchase vendor permits for short term, official business only. Vendor permits allow for parking for short term (2 hours) for use of Service Vehicles Only spaces for close parking access to buildings to load or unload materials, supplies, and/or equipment. For all other usage, including any parking exceeding 2 hours, Vendor permits allow use of any “C” or “D” parking lot or unreserved parking garage spaces. Vendor permits are not intended to be used to provide convenient parking or an alternative to purchasing a parking permit. Departments that purchase vendor permits are specifically prohibited from allowing students to use the permits for non-vendor functions, e.g. to go to class or attend campus events. If heavy lifting of materials is not required, a UCF staff hang tag may be purchased instead. Vendors who need a permit on an infrequent basis may purchase a daily permit that can be used as a vendor permit. In such cases vendors must inform Parking and Transportation Services personnel of their need for a vendor parking permit. Departments found in violation of this regulation will have their vendor permit confiscated and rescinded for the balance of the parking year, and may be designated as ineligible for purchase/re-issue of a vendor permit for a period up to one year.

1645. Visitors to the campus shall purchase a daily visitor’s parking permit at the Visitors and Parking Information Center or the Department of Parking and Transportation. This permit is to be displayed on the vehicle as instructed and authorizes parking in student (“D”) parking lots and unreserved parking garages unless otherwise directed by parking services personnel. Daily permits are valid from time of purchase until 11:59 p.m. of the date purchased. Visitors may also park in any metered parking space by paying the appropriate parking meter fee. Meters may be enforced 24 hours a day, unless otherwise posted.

17. Individuals who possess a valid Disabled Veteran (DV) license plate are exempt from the parking permit fee provided the DV license plate is registered in their name.

1846. Persons holding current, permanent state-issued disabled placards, or temporary state disabled placards are required to purchase a UCF parking permit of appropriate classification, i.e., “B,” “C,” or “D,” or “Daily Visitor” to park on the campus. Disabled persons with such appropriate permits may park in any available disabled parking space on the campus, including unreserved parking garages, except for those spaces that are restricted, such as designated twenty-four hour reserved or service parking spaces.

1947. Temporary parking permits must be obtained when an unregistered substitute vehicle is being parked on campus. A temporary permit may be obtained at the Visitors and Parking Information Center or at the Department of Parking and Transportation during business hours. A temporary permit for substitute vehicles is issued at no charge and allows the same parking privileges as does the permanent decal for which it substitutes. A temporary permit shall be issued for a maximum period of seven (7) days. A maximum of six (6) temporary permits may be issued to a vehicle in a single semester. Failure to obtain a temporary permit will result in a citation for no permit. A temporary permit shall be displayed on the vehicle rearview mirror facing forward.

2048. Patients of UCF Student Health Services and UCF Counseling Center or Wellness and Health Promotion Services:

- a. Student Health Services: Both a valid UCF parking permit and Health Services parking pass must be properly displayed when parking in Health Services patient spaces. The Health Services pass must be obtained from the reception desk located in Student Health Services.
- b. Counseling Center: Both a valid UCF parking permit and Counseling Center parking pass must be properly displayed when parking in the Counseling Center patient spaces. The Counseling Center pass must be obtained from the reception desk located in the Counseling Center.
- c. Biofeedback Clients: Both a valid UCF parking permit and Biofeedback Center parking pass must be displayed when parking in

the Biofeedback client spaces. The Biofeedback pass must be obtained from Wellness and Health Promotion Services.

2149. Replacement permits:

- a. Replacement permits are issued for \$14.08 plus tax for a multi-semester permit and \$7.04 plus tax for a one semester permit. Proof of sale of the vehicle or return of the original permit is required. If a permit is stolen, a stolen parking permit affidavit must be filed and signed before the replacement permit may be issued.
- b. When the original permit or sufficient remnants thereof, is not returned or proof of sale is not provided, the replacement fee shall be the full fee in effect at the time of the replacement. The full fee also applies to permits to replace those that are reported lost.

(3) Parking Regulations.

- (a) The responsibility of locating a legal parking space rests with the motor vehicle operator. Lack of a convenient space shall not be considered as a valid excuse for violation of any parking regulation. The fact that a person parks or observes others parking in violation of any parking regulation without being cited does not mean that the regulation is not in effect.
- (b) Except as noted herein, all parking regulations apply twenty-four (24) hours a day, seven (7) days a week and parking areas are restricted to specific decal or decals as designated by posted signs or curb markings. However, between the hours of 5:30 p.m. and 7:00 a.m. any vehicle with a valid parking permit may use any "B" (Faculty), "C" (Staff) or "D" (Student) parking space except where otherwise specified by appropriate signs or markings. "A" (Reserved 24 hours), "Service Vehicle Only" parking spaces, and disabled parking spaces shall not be used at any time except by vehicles with decals or certification authorizing use of these specific spaces.
- (c) Metered parking is enforced twenty-four hours a day, seven days a week. Drivers of all vehicles using metered spaces are responsible for paying the posted meter fees.
- (d) The following parking practices are specifically prohibited:

1. Parking on lawns, landscaped areas, sidewalks, or other areas not specifically designated by signs or curb markings as parking areas. The absence of a “No Parking” sign does not mean parking is permissible in an area.
2. Double parking, parking any portion of a vehicle outside designated lines or beyond a post or other delineation device indicating a valid parking space or row.
3. Blocking traffic, other parked vehicles, service areas or spaces, roadways, crosswalks, or wheelchair access aisles and ramps.
4. Parking in an access lane. An access lane is any area that is not designated as a parking space and that provides an avenue for traffic flow.
5. Except as noted in paragraphs (b) and (c) above, parking in any space designated for decals other than the one displayed on the vehicle.
6. Parking in a metered space after the purchased amount of time has expired.
7. Unauthorized parking in 24-hour reserved “A” parking spaces.
8. Unauthorized parking in designated service areas.
9. Parking an unregistered vehicle without a valid parking permit anywhere on the UCF campuses.
10. Failure to display parking permits properly: not permanently affixed, improperly placed, or not displayed on the vehicle for which purchased.
11. Failure to cancel registration or to destroy parking decal upon disposal of the registered vehicle.
12. Unauthorized or fraudulent use of a parking permit.
13. Parking a bicycle in a motor vehicle space, on disabled ramps, in areas designated by signs as no bicycle parking, on sidewalks or crosswalks, or in any way to impede ingress or egress of a building.
14. Parking a motorcycle in a motor vehicle space, or any space not designated as motorcycle parking.

(4) Disposition of Parking Citations.

- (a) Payments of non-contested parking citations must be received by the Department of Parking and Transportation within ten (10) business days from the date of citation issue. A late charge of \$10.00 shall be assessed each citation if payment is received

after the ten (10) business day period. Payments shall be made by mail, in person, by telephone, online (at www.parking.ucf.edu), or by deposit in campus fine collection boxes. Campus fine collection boxes are yellow and located throughout the campus.

- (b) Once a citation has been placed on the vehicle, Parking and Transportation personnel have no further responsibility of notification.
- (c) Fifty (50) or more coins used in any parking related transaction delays processing and will not be accepted as a form of payment.
- (d) Any person who alleges being unjustly ticketed shall appeal the citation online at www.parking.ucf.edu within ten (10) business days from the date the citation was issued. The Director of the Department of Parking and Transportation or an authorized designee shall eliminate late charges or dismiss the citation altogether if it is determined to have been issued in error. Appeals not sustained by the director or authorized designee shall be heard by the Parking Citation Appeals Committee. Individuals requesting personal appeals shall be notified of their scheduled hearing date at the time his or her appeal is submitted online. A reminder of the notification will be emailed to the appellant prior to the scheduled appeal date. Written appeals shall be reviewed by a Parking and Transportation Services sub-committee made up of representatives from parking enforcement, maintenance, management, general staff and students. All appellants shall be notified by email of the committee's decision subsequent to the appeal being heard. Fees assessed due to a vehicle's immobilization may not be appealed.
- (e) The decisions of the Parking Citation Appeals Committee shall be based upon the provisions set forth in this regulation and extenuating circumstances, if any, and are final and binding, except as set forth herein. A student may request a second level of appeal by submitting a written appeal with the Student Government Association's Judicial Council within ten (10) business days upon receiving notification that the original appeal to the Parking Citation Appeals Committee was heard and denied. The Student Government Association is responsible for establishing the appeal procedure for this second level of appeal. The decision of the Judicial Council is final and binding and no further appeals shall be permitted. For purposes of this

appeal process, “student” shall be defined to mean a person enrolled in classes at UCF as of the date of the parking citation.

(f) The following reasons will not be accepted by the Judicial Council as grounds to dismiss or reduce a citation. This is not an all-inclusive list:

1. Disagreement with the traffic and parking regulations
2. Ignorance of the regulation
3. Stated inability to find a permitted parking space
4. Operation of the vehicle by another person
5. Tardiness to class and/or appointment
6. Inability to pay fine (lack of money)
7. Displayed expired permit
8. Traffic congestion
9. Stated perception that designated parking area is not safe
10. To delay paying the fine for an appealed citation
11. Unsupported evidence of direction by any university official

(g) Students should consider the following when choosing to file an appeal with the Judicial Council:

1. Make sure the reason for the appeal is not one of those listed in subsection (f) above.
2. The student must prepare a concise written and/or oral statement not to exceed five minutes.
3. The Judicial Council will contact the student within three (3) business days to schedule a hearing. The case will be scheduled within ten (10) business days upon the Judicial Council receiving notice of the appeal. If the student does not appear for the hearing in person before the Judicial Council, the original decision of the Parking Appeals Committee will be sustained. The Director of Parking and Transportation Services does not have the authority to overturn the decision of the Judicial Council.

(5) Vehicle Immobilization.

(a) Vehicles are subject to immobilization under the following circumstances:

1. The vehicle has accumulated three or more unpaid parking citations, or unpaid citations totaling \$200.00 or more in fines.
 2. Possession of, using, or displaying a fraudulent/unauthorized parking permit. Violators may also be subject to referral to the Office of Student Conduct.
 3. For law enforcement purposes, in which case an immobilization release fee may not be charged.
- (b) Cost of release from immobilization is \$50.00 and payment of all unpaid citations. Citations issued up to time immobilization are not allowed to be appealed. Release is available from Parking Services personnel Monday through Friday 7:30 a.m. to 9:00 p.m.
- (6) Tow away – Vehicles are subject to being towed from campus at the owner’s expense under the following circumstances:
- (a) The vehicle is parked in a hazardous manner, blocking traffic, roadways, crosswalks, sidewalks, disabled ramps, or creating a hazard such as leaking gasoline.
 - (b) The vehicle is parked in a space reserved twenty-four (24) hours per day.
 - (c) When arrangements to release an immobilized vehicle have not been made within forty-eight (48) hours of the original immobilization.
 - (d) When the vehicle is abandoned on campus for any reason whatsoever for more than forty-eight (48) hours.
 - (e) When immobilization is not appropriate due to vehicular construction.
 - (f) When the vehicle owner has previously removed or attempted to remove an immobilization device without authorization.
 - (g) When the vehicle is parked in a parking lot or garage during posted time restrictions.
- (7) Revocation of Campus Parking Privileges – The Director of the Department of Parking and Transportation shall revoke the privilege of any person to park a vehicle on campus for a period of one year when it is determined that:
- (a) That person falsifies or willfully misrepresents vehicle registration information.
 - (b) That person, whether the owner or operator, displays a fraudulent permit on a vehicle.
 - (c) That person has accumulated six (6) or more parking citations during an academic year.

(8) Administrative Penalty for Non-Payment of Parking Citations – A ~~violator~~student who is delinquent in the payment of parking citations shall not be permitted to register for class, drop or add classes, receive transcripts or diplomas, or purchase another permit until the debt has been satisfactorily resolved.

(9) Traffic Regulations.

(a) State ~~Florida~~ Uniform Traffic Control Law, Chapter 316, F.S., as well as Chapter 320 F.S., is in effect on campus at all times.

(b) Campus speed limits are 10 mph in parking lots and parking garages and 30 mph on roads unless otherwise posted.

(c) It is a violation to drive or park in an opposing direction than indicated by signs, flow of traffic or directional arrows.

~~(d)~~ Back in parking is not allowed ~~unless prohibited by posted signage located at entrances to in any~~ parking lots or garages.

~~(e)~~ Parking bicycles, scooters or vehicles on grass or on sidewalks not used as access areas is a violation. Conveyances used by disabled persons are exempt from this regulation.

~~(f)~~ State of Florida Uniform Traffic citations issued on campus by university police officers are referred to appropriate local government courts for disposition.

Authority: BOG Regulation 1.001. History–New 3-22-76, Amended 8-19-82, 5-5-83, 8-14-83, Formerly 6C7-6.07, Amended 8-1-88, 9-20-89, 8-12-90, 7-21-91, 10-11-92, 9-8-93, 9-15-96, 8-14-02, 12-8-03, 8-14-05, 6-27-06, 8-15-06, 6-25-07, 7-31-08, Formerly 6C7-6.007, Amended 7-1-09, 6-24-10, 7-7-11, 3-16-12, 7-23-13, 9-2-14, 6-22-15, 7-5-16, 6-23-17, 5-24-18, _____-19.

Attachment B

UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.

(1) Vehicle Registration Fees. All fees, as posted, do not include applicable State Sales Taxes. Vehicle permit fees are subject to change at the beginning of each academic year. There is no refund for a parking permit once it is issued.

(a) Decal fees for the ~~2019-2020~~ 2017-18 academic years and going forward are:

Classification	Multi-semester	1 Semester
B	\$303.60	\$152.29
BM	\$303.60	
<u>BV</u>	<u>\$303.60</u>	<u>\$152.29</u>
C	\$181.01	\$ 90.98
CM	\$181.01	
<u>CV</u>	<u>\$181.01</u>	<u>\$90.98</u>
D	\$90.03	\$ 45.01
DM	\$90.03	
<u>DV</u>	<u>\$90.03</u>	<u>\$45.01</u>
G	No charge	No charge
KP	\$135.04	\$67.52
MC	\$46.93	\$23.94
R	\$135.04	\$67.52
RL	\$135.04	\$67.52

(b) Hangtag fees for the 2017-18 academic years and going forward are:

Classification	Multi-semester	1 Semester
A	\$1029.58	\$514.79
<u>AV</u>	<u>\$1029.59</u>	<u>\$512.79</u>
B	\$318.78	\$159.39
BM	\$318.78	
<u>BV</u>	<u>\$318.78</u>	<u>\$159.39</u>
C	\$190.06	\$95.03
CM	\$190.06	
<u>CV</u>	<u>\$190.06</u>	<u>\$95.03</u>
D	\$94.53	\$47.27

<u>DV</u>	<u>\$94.53</u>	<u>\$47.27</u>
KP	\$141.79	\$70.90
R	\$141.79	\$70.90
RL	\$141.79	\$70.90
V	\$47.89 monthly or \$478.87 annually from date of purchase	

(c) Additional Parking Fees:

1. Daily Visitor: \$5.00 per day.
 - a. Daily Visitor permits after 5:30 p.m.: \$3.00
 - b. Daily Visitor permits are valid from the time of purchase until 11:59 p.m. the same day.
2. Temporary, No Charge (available to current permit holders only).
3. Metered parking: \$1.00 per hour.
4. Pay-by-space (Visitors Lot Only): \$1.00 per hour for a 2-hour maximum.
5. Replacement permits are issued for \$14.08 plus tax for a multi-semester permit and \$7.04 plus tax for a one semester permit. Proof of sale of the vehicle or return of the original permit is required.
6. EV charging stations are provided for electric vehicles. Vehicles parked in the EV charging station spaces must display a valid UCF parking permit and be in charging mode. Vehicles will be assessed \$1.00 per each hour they are charging up to 4 hours. There will be a 30 minute time frame to remove the vehicle from the EV charging space. The fee will increase incrementally by \$1.00 for each hour parked at the charging station beyond the initial four (4) hours. (Example - at hour 5.5 the fee will increase to \$2.00 per hour; at hour 6.5 the fee will increase to \$3.00 per hour, and so forth).

- (d) Special Provisions. Per University regulation UCF-6.007 2(i)(7)-(9), all on-campus students who reside in Apollo, Libra, Nike, Hercules, Neptune communities (R permits), Lake Claire residents (RL permits) and Towers at Knights Plaza (KP permits) are eligible to purchase only those designated permits associated with their residencies. Vehicles displaying these associated decals or hang tags are restricted to their designated residential parking areas between the hours of 7:00 a.m. and

5:30 p.m. Monday through Friday. Unreserved campus parking spaces may be used by these vehicles outside those days and times.

- (e) Students who are enrolled in the programs offered by the Center for Multilingual Multicultural Studies (CMMS) are eligible to purchase a seven (7) week permit designated as “DIT”. The fee for each seven (7) week permit will be \$25 + state sales tax.

(2) Schedule of Parking Violation Fines.

- | (a) Violation | Fine |
|---|----------------|
| Unregistered or No Valid Permit | \$30.00 |
| Improper Display of Permit | \$20.00 |
| Unauthorized or Fraudulent Use of Permit | \$100.00 |
| Expired License Plate | \$40.00 |
| Parking in a Disabled Space Without Proper Permit | \$250.00 |
| Blocking a Disabled Ramp | \$250.00 |
| Unauthorized Parking in a 24-Hour Reserved Space | \$50.00 |
| Blocking Traffic or a Roadway | \$30.00 |
| Parking in a Service Vehicle Space Without Proper Permit | \$35.00 |
| Parked Out of Assigned Area | \$25.00 |
| Expired Meter or Overtime in a Pay-by-Space Parking Space | \$20.00 |
| Parking in an Undesignated Area | \$30.00 |
| <u>Parked Facing Traffic/Backed in parking space</u> | <u>\$20.00</u> |
| Immobilization Fee | \$50.00 |
| Any Other Parking Violation Not Herein Specified | \$20.00 |
- (b) All parking violation fines are due within 10 business days. Fines not paid within ten (10) business days, will accumulate a \$10.00 late fee.
 - (c) Administrative Fees: A fee may be applied in lieu of the original citation fee(s) when the appellant is found to have committed the violation but the appeals committee deems it reasonable to waive a portion of the fee.
 1. Immobilization (Boot) Fee: \$50.00
 2. Impoundment Fee (for bicycles): \$20.00

- (d) The following violations may be considered for waiver only on the first occurrence; subsequent violations will be charged at the full citation fee and are not eligible for a waiver.
1. Failure to display a valid parking permit: \$10.00
 2. Failure to display a valid license plate: \$10.00

Authority: BOG Regulations 1.001 and 7.003. History—New 7-1-09, Amended 8-12-10, 7-7-11, 6-29-12, 7-23-13, 7-9-14, 7-1-15, 6-23-17, 5-24-18, _____-19.

ITEM: NG-5

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: UCF Academic Health, Inc. Bylaws Amendments

Background:

UCF Academic Health, Inc. (UCFAH) was certified as a direct support organization on May 31, 2016. Its purpose is to promote and support medical education, research and patient care through the planning and development of clinical initiatives and affiliated partnerships that serve the education, research and clinical missions and objectives of COM. The current UCFAH Bylaws were approved by the Nominating and Governance Committee on May 31, 2016 and were adopted by the UCFAH Board of Directors on June 23, 2016.

The UCFAH Bylaws have been amended by its Board of Directors to ensure compliance with recent statute and regulation changes regarding DSOs; to align with the bylaws of other university DSOs; to update titles; and to make changes to the composition of the Board of Directors. More specifically, amendments include:

- Updating the composition of the Board of Directors so that it includes the President; the Vice President for Health Affairs; the Chief Financial Officer or designee; a BOT representative appointed by the Chair of the BOT; and any additional representatives appointed by the President or Chair of the BOT.
- Providing for approval by the BOT of all appointments other than the BOT Chair's representative, the President or the President's designee.
- Establishing term limits for Directors designated by the President or Chief Financial Officer and for Directors appointed by the Chair of the BOT and the President.
- Providing that an independent auditor be selected in accordance with UCF Policy 2-208.
- Eliminating language regarding annual meeting business, waiver of meeting notice, and time limit for reconvening meetings adjourned due to a lack of quorum.
- Providing direction regarding resignation and removal of Directors and Officers.
- Establishing that the Chief Financial Officer or designee will serve as Treasurer.
- Establishing terms limits for Officers who are designated or elected.
- Eliminating any requirement for the Treasurer to provide security.
- Requiring committees to be comprised of a majority of Directors and to comply with UCF Regulation 4.034.
- Addressing DSO governance including governing authority, monitoring by the university of resources and name, review and approval of operating budgets, and public records and meetings.
- Updating non-discrimination language so that it aligns with statutes and regulations.
- Requiring that the reimbursement of expenses be in compliance with Florida statutes.
- Stating that there is a prohibition against the use of state funds for travel.

On March 1, 2019 the UCFAH Board of Directors accepted and approved the Amended and Restated Bylaws.

Issues to be Considered:

Margaret Cole, the university's Associate Vice President for Direct Support Organizations, has reviewed, provided edits and support regarding the proposed bylaw amendments.

Alternatives to Decision:

Many of the proposed amendments are required for UCFAH to comply with Florida statutes and regulations. While other language can be considered, the substance and spirit of the amendments required by statute and regulation changes are necessary.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approval of proposed Amended and Restated Bylaws.

Authority for Board of Trustees Action:

Section 1004.28 Florida Statutes

BOG Regulation 9.011

UCF Regulation 4.034(3)(d)

Second Amended and Restated UCF Nominating and Governance Committee Charter, Section 1.11

Committee Chair or Chairman of the Board approval:

Approved by Chair William Yeargin

Submitted by:

Deborah C. German, Chair, UCF Academic Health, Inc.

Supporting Documentation:

Attachment A: Proposed Amended and Restated Bylaws (redline)

Facilitators/Presenters:

Jeanette C. Schreiber, Secretary, UCF Academic Health, Inc.

Attachment A

AMENDED & RESTATED
BYLAWS OF
UCF ACADEMIC HEALTH, INC.

ARTICLE I.
MEMBERS

The corporation ~~shall~~will have no members and ~~shall~~will be managed by the Board of Directors.

ARTICLE II.
BOARD OF DIRECTORS

Section 1. Directors. The Board of Directors ~~shall~~will consist of:

- (a) The President of the University of Central Florida or designee,
- (b) The Vice President for ~~Medical~~Health Affairs of the University of Central Florida,
- ~~(c) The Vice President for Administration and Finance~~ Chief Financial Officer of the University of Central Florida or designee,
- ~~(e)~~(d) A University of Central Florida Board of Trustees representative appointed by the Chair of the University of Central Florida Board of Trustees and
- ~~(d)~~(e) In addition, both the ~~e~~Chair of the University of Central Florida Board of Trustees ~~and~~or the President of the University of Central Florida may appoint one or more additional representatives to the Board of Directors.

The University of Central Florida Board of Trustees will approve all appointments to the Board of Directors other than the Board of Trustees' Chair's representative provided for in section 1 (d) or the President or President's designee provided for in section 1 (a).

The Board of Trustees representative provided for in Section 1 (d) may not be the President of the University of Central Florida. The Board of Trustees Representative provided for in Section 1 (d) and the President of the University of Central Florida may not appoint the same individual to represent them both on the Board of Directors.

Section 2. Term of Office. *Ex officio* members of the Board of Directors as set forth in section 1 (a), (b), (c) shall~~will~~ serve as directors of the corporation, ~~pursuant to section 1 (a), (b), and (e)~~ for such time as they continue to serve in their positions with the University of Central Florida. Directors designated pursuant to section 1 (a) and (c), if any, will serve for terms of three years commencing at the annual meeting of the Board of Directors or until their successors will be duly designated and approved. Directors ~~designated or~~ appointed pursuant to section 1 (d) will serve terms of three (3) years or until their successors will be duly appointed. Directors appointed pursuant to section 1 (e) shall~~will~~ serve ~~for terms of three (3) years~~ commencing upon at the annual meeting approval of the Board of ~~Directors~~Trustees for terms of three (3) years or until their successors shall~~will~~ be duly ~~designated or~~ appointed and qualified~~approved~~. ~~;~~ aAny such designated or appointed director may be appointed to succeed himself/herself.

Section 3. Powers and Duties. The property, affairs, activities, and concerns of the corporation ~~shall~~will be vested in the Board of Directors subject to the provisions of section 1004.28, F.S., Board of Governors Regulation 9.011 and UCF Regulation 4.034, and throughout these bylaws as may be amended. All management functions ~~shall~~will be exercised by the Board of Directors subject to delegation by the Board of Directors to others. The powers and duties of the Board of Directors ~~shall~~will be as follows:

- (a) To discharge faithfully all the duties imposed upon it by the Articles of Incorporation and by law.
- (b) To meet upon the call of the Chair of the Board of Directors or any two (2) members of the Board of Directors.
- (c) To select a bank or banks or other depositories for the deposit of the funds and securities of the ~~C~~corporation; and to cause the ~~C~~corporation to conduct its financial affairs in conformity with the policies and procedures adopted by the Board of Directors.
- (d) To cause an audit of the books and records of this ~~C~~corporation to be made at least once each fiscal year together with a management letter, including the response from management, if required, conducted by a firm of independent Certified Public Accountants selected in accordance with University Policy 2-208~~by the Chair of the Board~~, whose engagement letter ~~shall~~will provide that it render an opinion on the financial statements in accordance with generally accepted accounting principles and to have the results of the audit reported to and accepted by the Board of Directors.
- (e) To hold and to invest and reinvest any monies it receives and to hold any property, to sell or exchange the same, and to invest and reinvest the proceeds of any sale or other conversion of any such property, for the purpose of earning income, which income, less operating expenses of the corporation, ~~shall~~will be used to further the specific purposes of the corporation.

The corporation ~~shall~~will have the power and authority to borrow money by issuing long or short term notes, bonds, or debentures and to pledge, mortgage, or otherwise encumber its assets within the discretion of the Board of Directors, subject to the policies of the University of Central Florida and its Board of Trustees.

Section 4. Meetings of the Board. The Chair of the Board of Directors ~~shall~~will preside at meetings of the Board of ~~the~~Directors. In the absence of the Chair from any meeting, the Treasurer of the ~~C~~corporation ~~shall~~will preside.

The Board of Directors ~~shall~~will hold an annual meeting in the first quarter of each fiscal year ~~for the receiving of annual reports of officers, directors and committees, and the transaction of other business.~~ Regular meetings of the Board of Directors ~~shall~~will be held at such times as ~~shall~~will be determined by the Board of Directors. Written notice of the time and place of the annual meeting and regular meetings ~~shall~~will be provided to each director, by personal delivery, first class mail, or electronic mail, at least three (3) business days before the meeting.

Special meetings of the Board of Directors may be called by the Chair or upon the written request of two (2) members of the Board of Directors. At least three (3) business days prior written notice

of any special meeting ~~shall~~will be provided to all members of the Board of Directors by personal delivery, first class mail, or electronic mail.

~~Notice of a meeting of the Board of Directors may be waived by any director, either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice.~~

Proxies, general or special, ~~shall~~will not be accepted for any purpose in the meeting of the Board of Directors.

Section 5. Quorum and Voting. A majority of the Board of Directors ~~shall~~will constitute a quorum for the transaction of business. ~~If a quorum is not present, a lesser number may adjourn the meeting to a date no more than ten (10) days later.~~ The act of a majority of the directors present at a meeting at which a quorum is present ~~shall~~will be the act of the Board of Directors unless a greater number is required by these bylaws or by law.

Section 6. Vacancies. Whenever any vacancy occurs in the Board of Directors by death, resignation, or otherwise, it ~~shall~~will be filled without undue delay. Any person appointed or ~~elected~~designated to fill a vacancy in the Board of Directors ~~shall~~will hold office for the unexpired term of his or her predecessor in office. A director or officer may resign at any time by submitting a written resignation to the Chair of the Board of Directors and the President of the University of Central Florida.

Section 7. Removal. The ~~p~~President of the University of Central Florida may remove any director at any time upon written notice, with or without cause, except for directors appointed by the Chair of the University of Central Florida Board of Trustees. The Board of Directors may remove any director at any time upon a two-thirds vote of the directors, whenever the best interests of the corporation would be served.

Section 8. Participation by Conference Telephone. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications equipment provided all persons participating in such meeting are able to communicate with each other. Participation by such means ~~shall~~will constitute presence in person at a meeting.

**ARTICLE III.
CHAIR OF THE BOARD OF DIRECTORS AND
OFFICERS OF THE CORPORATION**

Section 1. Chair of the Board of Directors. The Chair of the Board of Directors ~~shall~~will be the Vice President for ~~Medical~~Health Affairs of the University of Central Florida and ~~shall~~will have the following authority:

- (a) The Chair ~~shall~~will preside at the meetings of the Board of Directors. The Chair or designee ~~shall~~will prepare the agenda for all meetings of the Board of Directors.
- (b) The Chair ~~shall~~will sign all certificates, bonds, deeds, mortgages, leases, and contracts of the corporation except as otherwise approved by the Board of Directors.
- (c) The Chair ~~shall~~will perform all duties as the Board ~~shall~~will designate and may delegate certain duties with the Board ~~of Director~~'s approval.
- (d) The Chair ~~shall~~will report directly to the President of the University of Central Florida.
- (e) The Chair ~~shall~~will perform such other duties as are necessarily incident to the office of the ~~e~~Chair.

Section 2. Officers, Election and Term of Office. The officers of the ~~C~~corporation ~~shall~~will be:

- (a) a ~~e~~Chair, who ~~shall~~will be the Vice President for ~~MedicalHealth~~ Affairs of the University of Central Florida;
- (b) a ~~s~~Secretary, who ~~shall~~will be the President of the University of Central Florida or designee;
- (c) a ~~t~~Treasurer, who ~~shall~~will be the ~~Vice President for Administration and Finance~~ Chief Financial Officer of the University of Central Florida or designee; and
- (d) such other officers as may be elected in accordance with the provisions of this article.

Ex officio officers ~~as set forth in section 2 (a), (b), and (c) shall~~will serve as officers of the corporation, ~~pursuant to section 2 (a), (b), and (c)~~ for such time as they continue to be employed in their positions with the University of Central Florida. Officers designated ~~pursuant to section 2 (b) and (c), if any,~~ or ~~appointed~~appointed pursuant to section 2 (d), ~~if any, shall~~will serve commencing at the annual meeting of the Board of Directors ~~for terms of three years or until their successors shall be duly designated or appointed~~for terms of three years or until their successors shall be duly designated; ~~and~~ ~~any~~ such designated or ~~appointed~~appointed officer may ~~be appointed to~~ succeed himself/herself.

The Board of Directors may elect ~~or appoint~~ such other officers, including one or more ~~a~~Assistant ~~S~~ecretaries, and one or more ~~a~~Assistant ~~T~~reasurers, as it ~~shall~~will deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors, and such other offices may be held by the same person. A majority of a quorum present ~~shall~~will be necessary to constitute an election. Such officers ~~shall~~will serve at the pleasure of the Board ~~of Directors~~.

Section 3. Duties of Officers. The duties and powers of the officers of the corporation ~~shall~~will be as follows:

- (a) Chair. The Chair ~~shall~~will serve as the chief executive officer and ~~shall~~will manage the day to day activities and operations of the ~~C~~corporation.
- (b) Secretary. The Secretary ~~shall~~will:
 - i. Keep accurate minutes of the proceedings of all meetings of the Board of Directors and maintain a record of the actions of the Board ~~of Directors~~ and committees.

- ii. Keep on record a copy of the Articles of Incorporation and Bylaws of the Corporation and all amendments thereto.
 - ~~iii. Keep the seal of the Corporation and affix same to such official documents, records and papers as may be required.~~
- (c) Treasurer. The Treasurer ~~shall~~will:
- i. Assure that adequate provision is made for the care and custody of all the assets of this Corporation.
 - ii. In case of the death or absence of the Chair, or of his or her inability to act, perform the duties of the Chair.

~~**Section 4. Bond of Treasurer.** The Treasurer shall give to the corporation such security for the faithful discharge of his/her duties as the Board of Directors may direct.~~

~~**Section 4. Removal.** The President of the University of Central Florida may remove any officer at any time upon written notice, with or without cause. The Board of Directors may remove any officer at any time upon a two-thirds vote of the directors, whenever the best interests of the corporation would be served.~~

~~**Section 5. Vacancies.** In the event of absence, inability, or refusal to act of any of the *ex officio* or designated officers of the corporation, the Chair, except as otherwise provided for in these Bylaws shall appoint and subject to University Regulation 4.034, will appoint a successor or successors to perform the duties of their respective offices.~~

ARTICLE IV. COMMITTEES

The Chair of the Board of Directors may, at any time, appoint and charge such committees as he/she may deem necessary and advisable to assist in the conduct of the corporation's affairs. Committee members may include members who are not directors. ~~Committees will include a majority of directors~~ and ~~shall~~will be chaired by a director appointed by the ~~e~~Chair of the Board of Directors. Committee member appointments shallwill be for defined terms, and committee members may be removed at any time, with ~~out~~or without cause, by the Chair of the Board of Directors. A majority of any committee of the corporation shallwill constitute a quorum for the transaction of business. Committees will comply with UCF Regulation 4.034.

ARTICLE V. FISCAL YEAR

The fiscal year of the Corporation ~~shall~~will begin on July 1 and end on June 30 of the following year.

ARTICLE VI. ~~PUBLIC RECORDS~~DIRECT SUPPORT ORGANIZATIONS

Section 1. Governing Authority. The corporation operates as a Direct Support Organization (DSO) for the University of Central Florida as defined by Florida statute. DSOs are certified by the University of Central Florida Board of Trustees and follow Florida law, the policies and procedures established by the State University System of Florida, the University of Central Florida and the Board of Trustees.

Section 2. University Resources and Name. The President of the University of Central Florida has the authority to monitor and control the use of the University's resources, including the names of DSOs and the University's name.

Section 3. Operating Budgets. Operating budgets for DSOs are prepared annually, approved by the Board of Directors and the President of the University of Central Florida, and then submitted to the University of Central Florida Board of Trustees. Expenditure plans are reviewed and approved quarterly by the Finance Committee of the Board of Trustees and by the President of the University of Central Florida or designee. The designee must be a University Vice President or senior officer of the University who reports directly to the President.

Section 4. Public Records and Meetings. Public access to the Corporation's records and public meetings of a DSO are ~~shall be~~ governed by Florida law, including Section 1004.28, Florida Statutes, and the policies and procedures of the University of Central Florida Board of Trustees and the University of Central Florida.

ARTICLE VII. NONDISCRIMINATION

The Corporation is committed to non-discrimination with respect to race, ~~ered~~, color, religion, age, disability, sex, marital status, national origin, ~~or~~ veteran status or any other basis protected by law.

ARTICLE VIII. AMENDMENTS

These Bylaws may be made, altered, or rescinded by a two-thirds (2/3) vote of members of the Board of Directors present at any regular or special meeting at which a quorum is present. All amendments must be submitted to the University of Central Florida Board of Trustees in accordance with University Regulation 4.034 (3) (d) for approval prior to becoming effective.

ARTIVLE IX. MISCELLANEOUS PROVISIONS

Section 1. Contracts. Contracts for the routine activities of this Corporation ~~shall~~ will be signed in the name of the Corporation by the Chair of the Board of Directors.

Section 2. Financial Audits and Reports. — The Corporation ~~shall~~ will select an independent certified public accountant pursuant to University of Central Florida Policy 2-208, and will

annually have a financial audit of its accounts and records conducted by an independent certified public accountant in accordance with the applicable rules adopted by the Auditor General and by the University of Central Florida Board of Trustees, which in accordance with University Regulation 4.034 (9) and Florida Statutes Section 1004.28 shall will be forwarded to the University of Central Florida Board of Trustees for review and oversight.

Section 3. Compensation/Employment. The directors and officers of this Corporation, except those otherwise employed by the Corporation, shall will not receive any compensation from this Corporation for their services as director or officer. ~~; provided, however, that they~~ Directors, officers and employees of this corporation may be reimbursed from funds of the Corporation for any travel expenses or other expenditures incurred by them in the proper performance of their duties, provided such reimbursement or expenditures comply with Florida Statutes Sections 1004.28 and 1012.976. Personnel employed by this Corporation shall will not be considered to be employees of the State of Florida by virtue of employment by this Corporation.

Section 4. Travel Expenses. The corporation will not use state funds for travel expenses.

Section 45. Indemnification. This Corporation shall will indemnify and hold harmless all directors, officers, and employees of the Corporation for any liability heretofore or hereafter incurred as a result of their actions in the performance of their duties on behalf of this corporation. The corporation shall will have the authority to purchase insurance for this purpose.

Section 65. Corporate Seal. The seal of this corporation shall will be in the form of a circle and shall will bear, among other things, the name of the Corporation and the date of its incorporation.

ARTICLE X. CONFLICT OF INTEREST

All actual or potential conflicts of interest involving directors and officers of the corporation shall will be disclosed and addressed in accordance with the Corporation's Conflict of Interest Policy.

I HEREBY CERTIFY that the foregoing Amended and Restated Bylaws were approved by the Board of Directors on ~~June 23, 2016~~ March 1, 2019 and by the University of Central Florida Board of Trustees on _____.

Deborah C. German, MD
Chair

Amendment History

Original: June 23, 2016

Amended and Restated: March 1, 2019, Approved by Board of Directors

| _____, 2019 Approved by UCF Board of Trustees

ITEM: NG-6

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: Waiver of deadline for Developing Nominations for Board of Trustees

Background:

The Nomination Process for Chair and Vice Chair states “The Committee will meet when necessary, no later than May 31, for the purpose of developing nominations for the positions of chair and vice chair of the Board.”

The Nominating and Governance committee met on May 1, 2019 to discuss the chair and vice chair nominations. At the request of Chairman Garvy, the committee agreed to postpone the discussion until a later date in May. Due to travel and scheduling conflicts, the committee is unable to assemble a quorum prior to the May 31 deadline.

Issues to be Considered:

Waiving the May 31st deadline so that a quorum may be assembled to developing nominations.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

None

Recommended Action:

Waive the May 31st deadline as stated in the Nomination Process policy and allow the Nomination and Governance committee to hold its meeting in June, 2019.

Authority for Board of Trustees Action:

Section 7.7, UCF Board of Trustees Bylaws

Committee Chair or Chairman of the Board approval:

Chair Robert Garvy approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Nomination Process for Chair and Vice Chair

Facilitators/Presenters:

N/A

Attachment A

Nomination Process for Chair and Vice Chair

The following process shall govern the annual election of the chair and vice chair of the UCF Board of Trustees (“Board”), as provided for in Section 4.2 of the bylaws.

Process

The Committee will meet when necessary, no later than May 31, for the purpose of developing nominations for the positions of chair and vice chair of the Board. This meeting will be called by the Committee chair.

The Committee chair shall notify the Board no later than April 1 that nominations for the positions of chair and vice chair of the Board must be submitted in writing – either by email or hardcopy—to the Committee chair, or the chair’s designee, no later than April 30 at 5:00 p.m. No nominations will be accepted by the Committee chair after that time.

The Committee chair will develop a list of the written nominations that were submitted by the members of the Board and share that list with Committee members at least 10 days prior to the meeting for nominations in May.

At the May meeting for nominations, the members of the Committee who are not candidates for chair or vice chair will prepare a slate of candidates from nominations received and submit that slate, along with supporting information about each nominee, to the Board for action at its first meeting after July 1 of that year. The supporting information shall include the term of each candidate with the goal of providing continuity between the service of the chair and vice chair.

Any member of the Committee who has been nominated for the position of chair or vice chair of the Board shall abstain from voting on the nominees at the May nomination meeting of the Committee unless such member declines the nomination.

**UCF BOARD OF TRUSTEES
May 16, 2019**

Title: 2020 UCF Board of Trustees Meeting Dates

Background:

A committee of board support staff and university leaders spent several weeks planning the 2020 meeting schedule to ensure that meeting dates aligned with annual reporting and submission deadlines from the Board of Governors and the state. This calendar is designed to be more efficient and reduce, as much as possible, rushed and last-minute items.

Chairman Garvy approved these 2020 UCF Board of Trustees meeting dates. The schedule is presented as an information item.

Additionally, staff considered trustee feedback regarding the unprecedented number of emergency and special board meetings held in the past nine months. With the Chairman's approval, one-hour conference calls have been scheduled for the months when the board does not meet. These teleconference meetings should alleviate last-minute rearranging of schedules when urgent or unexpected items require board approval. If it is determined that a teleconference is not necessary, it will be canceled.

Additionally, we have reserved dates for a BOT retreat in the spring and fall of 2020.

Issues to be Considered:

Review of the 2020 UCF Board of Trustees Meeting Dates.

Alternatives to Decision:

The Board can choose to amend the meeting dates.

Fiscal Impact and Source of Funding:

None

Recommended Action:

Information item only, no board action is required.

Authority for Board of Trustees Action:

Seventh Amended and Restated UCF Board of Trustees Bylaws, Section 7.1.

Committee Chair or Chairman of the Board approval:

Chairman Garvy approved this agenda item.

Submitted by:

Grant J. Heston, Chief of Staff, Vice President for Communications and Marketing, and Associate Corporate Secretary for the UCF Board of Trustees

Supporting Documentation:

Attachment A: 2020 UCF Board of Trustees Meeting Dates

Facilitators/Presenters:

Grant J. Heston



UNIVERSITY OF CENTRAL FLORIDA

2020 Board of Trustees Meeting Dates

At the Chairman's direction, we will be holding times on your calendars for one-hour conference calls in the months the board does not meet should it be needed for urgent or unexpected items that require board approval. If it is determined that the teleconferences are not necessary, we will cancel them.

For all other meeting and retreat dates, the meeting times are 8 a.m. – 4 p.m.

January 16, 2020	Board of Trustees Teleconference Meeting, 2 p.m.
February 20, 2020	Board of Trustees Meeting
March 19, 2020	Board of Trustees Teleconference Meeting, 2 p.m.
April 23, 2020	Board of Trustees Meeting
May 21, 2020	Board of Trustees Retreat
June 18, 2020	Board of Trustees Meeting
July 23, 2020	Board of Trustees Teleconference Meeting, 2 p.m.
August 20, 2020	Board of Trustees Meeting
September 10, 2020	Board of Trustees Teleconference Meeting, 2 p.m.
October 22, 2020	Board of Trustees Meeting
November 19, 2020	Board of Trustees Retreat
December 3, 2020	Board of Trustees Meeting

UCF BOARD OF TRUSTEES
May 16, 2019

Title: Board Committee and Direct Support Organization Assignments

Background:

The board may establish committees to assist in carrying out its responsibilities. The board chair will determine the membership of the committees and its chairs and the assignments to the direct support organizations.

Issues to be Considered:

An updated Board Committee and Direct Support Organization Assignments is being provided to the Board as an information item. Changes include:

1. Student-Trustee Kyler Gray's assignment to the Advancement, Educational Programs, Finance and Facilities and Strategic Planning Board Committees.
2. Trustee Alex Martins replacing Chairman Robert Garvy on the Athletics Direct Support Organization.
3. Trustee Beverly Seay replacing former-Chairman Marcos Marchena on the Foundation Direct Support Organization.

Alternatives to Decision:

The Board can suggest other names to the Chairman for these committee assignments.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

No action required, this is an informational item only.

Authority for Board of Trustees Action:

UCF Regulation 4.034 – Direct Support Organizations
Seventh Amended and Restated University of Central Florida Board of Trustees Bylaws – Section 6.1 – 6.5, Committees

Committee Chair or Chairman of the Board approval:

Chairman Garvy approved this agenda item.

Submitted by:

Grant J. Heston, Chief of Staff, Vice President for Communications and Marketing and Associate Corporate Secretary for the UCF Board of Trustees.

Supporting Documentation:

Attachment A: Board Committee and Direct Support Organization Assignments, updated May 7, 2019

Facilitators/Presenters:

Grant J. Heston

Attachment A

**University of Central Florida
Board of Trustees
Committee Assignments
and
Direct Support Organization Assignments
May 2019**

Advancement

Minimum of five members

Development and alumni relations, public and governmental relations, marketing, communications, and admissions

Joseph Conte, Chair
Ken Bradley, Vice Chair
Kyler Gray
Danny Gaekwad
Alex Martins

Robert Garvy (Ex Officio)

Staff: Grant Heston
Michael Morsberger
Janet Owen

Audit and Compliance

Minimum of three members

Financial practices and management, internal controls, and standards of conduct for university and affiliates

Beverly Seay, Chair
Ken Bradley, Vice Chair
Danny Gaekwad
David Walsh
William Yeargin

Robert Garvy (Ex Officio)

Staff: Christina Serra
Robert Taft

Compensation and Labor

Minimum of three members

Conduct periodic compensation and assessment reviews of the president and develop recommendations to the board for its consideration; review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university, and oversee the collective bargaining responsibilities of the board

John Sprouls, Chair
David Walsh, Vice Chair
Joseph Conte
John Lord

Robert Garvy (Ex Officio)

Staff: Scott Cole
Maureen Binder

Educational Programs

Minimum of five members

Academic and student life, components of the university, athletics, and strategic planning

Robert Garvy, Chair
Beverly Seay, Vice Chair
Kyler Gray
Ken Bradley
Danny Gaekwad
William Self

Robert Garvy (Ex Officio)

Staff: Elizabeth Dooley

Finance and Facilities

Minimum of five members

Budget, finance and accounting, financial services, purchasing, business services, DSO oversight, human resources, environmental health and safety, facilities planning, landscape and natural resources, physical plant, police department, business services, and parking and transportation services

Alex Martins, Chair
Robert Garvy, Vice Chair
Kyler Gray
John Lord
John Sprouls
David Walsh
William Yeargin

Robert Garvy (Ex Officio)

Staff: General Robert Caslen
Misty Shepherd

Nominating and Governance

Minimum of five members

Trustee assessment, trustee nominations, election procedures, presidential search procedures, and governance

William Yeargin, Chair
Alex Martins, Vice Chair
John Lord
Beverly Seay
John Sprouls

Robert Garvy (Ex Officio)

Staff: Scott Cole

Strategic Planning

Minimum of five members

Provide support and guidance regarding strategic planning and the implementation of strategic plans

David Walsh, Chair
Joseph Conte, Vice Chair
Skyler Gray
William Self

Robert Garvy (Ex Officio)

Staff: Elizabeth Dooley
Lisa Jones

Direct Support Organizations

Academic Health, Inc–Joseph Conte
Athletics Association–Alex Martins
Convocation Corp–Beverly Seay
Finance Corp–Danny Gaekwad
Foundation Inc–Beverly Seay
Limbitless Solutions, Inc.–David Walsh
Research Foundation–Ken Bradley
Stadium Corp–Alex Martins

Other Boards

Doctor Phillips Performing
Arts Center–Joseph Conte

Central Florida Clinical Practice
Organization–John Lord

M:\Board of Trustees\Documents\BOT Committee
Assignments
Updated: May 7, 2019

UCF BOARD OF TRUSTEES
May 16, 2019

Title: UCF Downtown Update

Background:

In August 2019, UCF will open a new campus in the heart of downtown Orlando in partnership with Valencia College. UCF Downtown will be home to select academic programs from the College of Community Innovation and Education, Nicholson School of Communication and Media, and A.A. and A.S. programs offered by Valencia College.

The academic programs from UCF and Valencia are estimated to enroll 7,700 students in the Fall of 2019. The campus will include the new Dr. Phillips Academic Commons, renovated Center for Emerging Media, UnionWest a privately developed mixed-use student housing building managed by UCF Housing and Residence Life, a new UCF parking garage, a new central energy plant, and use of the Centroplex Parking Garage and adjacent support space that will be leased by UCF.

Planning for UCF Downtown began in late 2014, following the completion of a feasibility study that was completed by CannonDesign. UCF's Proposal for a Type I Campus in downtown Orlando was approved by the Board of Governors on March 2, 2016. The campus broke ground in May 2017 on land donated to UCF by the City of Orlando.

Issues to be Considered:

To provide an update on the progress of the project to date and upcoming activities as we prepare for opening.

Alternatives to Decision:

N/A, information item only

Fiscal Impact and Source of Funding:

N/A, information item only

Recommended Action:

No Board action is required, this is an informational item only

Authority for Board of Trustees Action:

N/A

Committee Chair or Chairman of the Board Approved:

Chairman Garvy approved this agenda item

Submitted by:

Mike Kilbride, Assistant Vice President, UCF Downtown

Supporting Documentation:

For presentation at meeting

Facilitators/Presenters:

Mike Kilbride, Assistant Vice President, UCF Downtown