



## **November 16, 2021 Strategic Partnerships and Advancement Committee**

Board of Trustees

UCF Main Campus, Neptune Community Multipurpose Room 195 | Virtual Option

Nov 16, 2021 3:15 PM - 4:15 PM EST

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**Board of Trustees Meeting**  
**Strategic Partnerships & Advancement Committee**  
**November 16, 2021, 3:15 p.m. or upon adjournment of previous committee meeting**  
**UCF Main Campus, Neptune Community Multipurpose Room 195**

Livestream: <https://ucf.zoom.us/j/92141225777?pwd=MzFpNkF3VjZ5bGtNQStUcy9xZE5BUT09>  
 Conference call number: 929-205-6099 | Webinar ID: 921 4122 5777

## AGENDA

- |  |          |   |
|--|----------|---|
| 1. Call to Order and Welcome                 |          | Joseph Conte, <i>Chair, Strategic Partnerships &amp; Advancement Committee</i>  |
| 2. Roll Call                                 |          | Lauren Ferguson '13,'18MPA, <i>Director of Foundation Board Relations and Development</i>   |
| 3. Minutes of the September 22, 2021 meeting |          | Chair Conte   |
| 4. Action                                    |          | Chair Conte   |
| 5. Discussion                                | SPAC – 1 | The Stephen W. Hawking Center for Microgravity and Education<br>Elizabeth Klonoff, <i>Vice President for Research and Dean of the College of Graduate Studies</i> |
| 6. New Business                              | DISC – 1 | UCF Challenge Update<br>Karen Cochran, <i>Interim Vice President for Advancement and UCF Foundation, CEO</i>  |
| 7. Adjournment                               |          | Chair Conte   |
|  |          | Chair Conte   |



UNIVERSITY OF CENTRAL FLORIDA

Board of Trustees  
Strategic Partnerships and Advancement Committee Meeting  
September 22, 2021  
Live Oak Event Center

MINUTES

**CALL TO ORDER**

Trustee Joseph Conte (Zoom), Chair of the Strategic Partnerships and Advancement Committee, called the meeting to order at 11:32 a.m. and stated that the meeting was covered by the Florida Sunshine Law and the public and press were invited to attend. Strategic Partnerships & Advancement Committee Trustee Harold Mills, Trustee Jeff Condello (Zoom), Trustee Meg Hall, Trustee Caryl McAlpin (Zoom), and Trustee John Miklos (Zoom) were in attendance. Ex Officio committee member and BOT Chair, Alex Martins was also in attendance. Trustee Beverly Seay and Trustee Joseph Harrington attended as guests.

**MINUTES**

The minutes from the June 16, 2021 meeting were unanimously approved as written.

**REPORTS**

Trustee Conte provided an update on the new format for information agenda items.

**DISCUSSION**

Trustee Conte invited Karen Cochran, Interim Vice President for Advancement and CEO, UCF Foundation, to present on the UCF Challenge. Cochran thanked Trustee Conte and yield the floor to UCF President, Alexander Cartwright, for a few opening remarks prior to her formal presentation. President Cartwright provided comments on the UCF Challenge and its ability to utilize the generous \$40M contribution from McKenzie Scott and Dan Jewett to encourage additional philanthropy.

Cochran thanked President Cartwright for his remarks. Cochran continued by providing information on the UCF Challenge – which aims to generate \$40M in new gifts to be invested in the university’s endowment, doubling the impact of the \$40M Scott/Jewett gift. Cochran noted that endowments are sought in three critical areas, which are student success, faculty excellence, and scholars’ programs.

Chair Martins commended President Cartwright on his team’s vision and approach to the UCF Challenge. Trustee Mills concurred with Chair Martins and provided comment about the importance of engaging donors at various giving levels in the UCF Challenge. Trustee Conte inquired how the Scott/Jewett gift will inspire additional philanthropy. Cochran shared that transformational gifts, such as the Scott/Jewett gift, attracts gifts of similar magnitudes through elevating the university’s reputation by endorsing the institution with their philanthropic investment. Trustee Seay inquired about UCF Advancement’s goals in relation with the UCF Challenge. President Cartwright provided additional information on the threshold to endow a fund and the benefits of the university’s endowment. Discussion occurred regarding donor participation and possible future engagement opportunities. Cochran shared she would report back with an update on the UCF Challenge at the next meeting of the Strategic Partnerships and Advancement Committee.

Cochran provided a presentation on the Philanthropic Action Plan. It was noted that the three strategic pillars of the Philanthropic Action Plan are creating a culture of philanthropy, building a sustainable enterprise, and defining and leveraging best practices. It was shared that the FY22 annual fundraising goal was \$100M. Cochran provided information on the five goals set forth in the Philanthropic Action Plan. Cochran noted that a meeting of all university deans and development officers was forthcoming to discuss college naming opportunities. Additional updates were provided on FY21 fundraising metrics and new technologies UCF Advancement was utilizing to increase their ability to reach larger numbers of prospective donors. Cochran shared data on the number of unique engaged alumni for fiscal years 2018-2021. Chair Martins inquired about what number of unique engaged alumni in each fiscal year were first-time donors. Cochran committed to following up with the requested data.

Cochran provided a snapshot of where UCF ranked in FY21 fundraising compared to Florida SUS peers. Fiscal year 2022 fundraising goals were discussed. Trustee Mills inquired if fundraising was a component of university deans’ annual performance metrics. Provost Johnson shared that fundraising goals for the deans have been soft in the past. Trustee Mills inquired if deans would have more significant goals in the future. Provost Johnson said that would be a conversation after the upcoming meeting with the deans and development officers planned for October. Trustee Mills inquired about the Alumni Association’s relationship with the UCF Foundation. Cochran shared that UCF Alumni was a department within the division of UCF Advancement. Cochran also shared that investments were being made to move the needle on alumni engagement.

## **INFORMATION**

Chair Conte shared that three information items were included in the addenda packet. Trustee Conte inquired if any committee members would like to discuss any of the provided information items. No discussion was requested.

**ADJOURNMENT**

Trustee Conte adjourned the meeting at 12:31 p.m.

Reviewed by: \_\_\_\_\_  
Joseph Conte, Chair, Strategic Partnerships and  
Advancement Committee

Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Michael Kilbride, Associate Corporate Secretary

Date: \_\_\_\_\_



**Board of Trustees  
Strategic Partnerships & Advancement Committee  
November 16, 2021**

## **SPAC-1: The Stephen W. Hawking Center for Microgravity and Education**

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Information

Discussion

Action

**Meeting Date for Upcoming Action:** November 18, 2021

### **Purpose and Issues to be Considered:**

Approval is sought to rename UCF’s Center for Microgravity Research to “The Stephen W. Hawking Center for Microgravity Research and Education,” which may also be referred to as “The Hawking Center.”

*Note: No building or facility is being named. Activities of the Center for Microgravity Research take place primarily within labs in the UCF Physical Sciences Building and Florida Space Institute (FSI) facilities in Research Park.*

### **Background Information:**

On January 24, 2019, Vice President for Research Elizabeth Klonoff brought an information item to the Board of Trustees, via the Nominating and Governance Committee. The briefing described that renowned physicist and professor Stephen William Hawking provided UCF and Space Florida certified irrevocable consent to use his name in relation to a center for microgravity research and education. The Hawking consent letter further referred to creation of a non-profit entity, to be jointly operated by UCF and Space Florida.

UCF, in collaboration with Space Florida, has negotiated an agreement with the Estate of Professor Hawking, at least partially in view of certain registered U.S. trademarks owned by the Estate, with a result that simplified the matter to eliminate the requirement to form a separate non-profit entity. UCF and Space Florida have a pending collaboration agreement that defines the responsibilities of each and confirms UCF the controlling party for operations and education of the center.

Naming the center after Dr. Hawking would be a strategic move for UCF in reaching its goal of becoming the world’s leading public metropolitan research university. Faculty, researchers, and students at UCF and FSI have done an excellent job of building the university’s reputation with peer institutions, NASA and commercial space companies. But associating Hawking’s famous name, which is well-respected by the world’s scientific community, is well-recognized across society, and has been adopted into pop culture, provides an opportunity to elevate UCF’s reputation to another level.

The only known university granted permission to use Dr. Hawking’s name for a research center to date is the University of Cambridge in the UK. The Estate is excited about continuing Dr. Hawking’s research legacy and educating the next generation of scientists, which aligns with UCF’s mission of research and education.



Given the exclusively limited use of the Hawking name, we expect the association will impart third-party affirmation of UCF's excellence in innovative space-related research. Approval of renaming the existing microgravity center is also expected to open the doors to new opportunities, both monetary and collaborative in nature, and raise UCF's visibility at that state, national and international level.

**Recommended Action:**

Recommend approval of the renaming of UCF's Center for Microgravity Research as "The Stephen W. Hawking Center for Microgravity Research and Education" to the Board of Trustees as presented.

**Alternatives to Decision:**

- Decline to recommend approval.
- Table item of business for future consideration.
- Request revisions for future consideration.

**Fiscal Impact and Source of Funding:**

UCF's Center for Microgravity Research will continue to operate along its present fiscal model. Acting upon Dr. Hawking's certified consent does not obligate UCF to any fees, however, approximately \$20,000 will be paid to the Estate for legal fees related to the contract negotiation, using research overhead.

**Authority for Board of Trustees Action:**

- Board of Governors Regulation 1.001(3)(a)
  - Resolution on Presidential Authority – Article 5(k)
  - Strategic Partnerships & Advancement Committee Charter
- 

**Contract Reviewed/Approved by General Counsel**  N/A

**Committee Chair or Chair of the Board has approved adding this item to the agenda**

**Submitted by:**

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

**Supporting Documentation:**

- Attachment A- Stephen Hawking, Ph.D. Consent Letter
- Attachment B- Pending, Negotiated Letter Agreement with the Estate of Stephen W. Hawking
- Attachment C- Pending, Negotiated Space Florida Collaboration Agreement

**Facilitators/Presenters:**

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

CONSENT OF STEPHEN W. HAWKING, PH.D.  
TO SPACE FLORIDA

18th February 2011 (Date)

Frank A. Di Bello, President  
Space Florida  
Mail Stop: SPFL  
Bldg: M6-306; Room 9030  
Kennedy Space Center, FL 32899

RE: Consent to use and register "The Stephen W. Hawking Center for Microgravity Research and Education"

Dear Mr. DiBello,

This letter serves as my certified consent to allow Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, and the University of Central Florida, to incorporate and register a not-for-profit corporation that includes my name in its name.

In particular, I consent to Space Florida and the University of Central Florida use of my name in connection with "The Stephen W. Hawking Center for Microgravity Research and Education", a non-profit corporation to be incorporated under the laws of the State of Florida. This consent further extends to federal and/or state trademark or business name registrations made by Space Florida or The Stephen W. Hawking Center for Microgravity Research and Education that includes my name. This consent also includes permission for The Stephen W. Hawking Center for Microgravity Research and Education to be referred to as "The Hawking Center".

This consent is irrevocable and exclusive to Space Florida, the University of Central Florida, and The Stephen W. Hawking Center for Microgravity Research and Education.

Very Truly Yours,



Stephen Hawking, Ph.D.

RIGHT THUMB-PRINT  
OF S.W. HAWKING  
WITNESSED BY  
JUDITH CROASDELL

*d-f*  
*d!fil!V* **W**

Judith Croasdell BD, FRGS  
*Personal Assistant to Professor S W Hawking*

**U UNIVERSITY OF  
VCAMBRIDGE**  
Department of Applied Mathematics  
and Theoretical Physics

Taylor Vinters 17 12 2020

**THE ESTATE OF PROFESSOR STEPHEN HAWKING**  
**c/o Taylor Vinters**  
**Merlin Place**  
**Milton Road**  
**Cambridge**  
**CB4 0DP**

To:

Frank A. DiBello, President  
Space Florida  
505 Odyssey Way  
Suite 300  
Exploration Park  
FL 32953

Alexander Cartwright, President  
University of Central Florida  
Board of Trustees  
4000 Central Florida Boulevard  
Orlando  
FL 328176-0015

24 August 2021

Dear Sirs/Madams

**Professor Stephen Hawking**

We, the Estate of Professor Stephen Hawking ("**Estate**"), write to formally recognize the grant made by Professor Stephen Hawking on February 18, 2011, and to supplement such grant with the terms set out in this letter by granting to Space Florida and the University of Central Florida ("**SF** and **UCF**", respectively, "**You**") certain use of Professor Stephen Hawking's name, and to set out certain additional terms between the Parties regarding such use, including in view of certain United States trademarks that were registered subsequent to Professor Stephen Hawking's February 18, 2011 grant. (Estate, SF, and UCF, each a "**Party**", and collectively, the "**Parties**")

By our execution of this letter agreement, in consideration of the terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties memorialize their mutual respect for the wishes of Professor Hawking by clear definition of the Parties' intentions and obligations to each other with respect to their exercise of the respective rights each Party received from Professor Hawking, and otherwise as set forth herein, and agree as follows:

1 As between the Parties, other than the exclusive right to certain limited use of his name that Professor Stephen Hawking personally and exclusively granted to SF and UCF prior to his death, the Estate is the owner of all intellectual property and other rights relating to Professor Stephen Hawking, including: a number of trade mark registrations and

applications for STEPHEN HAWKING, which include the US registered trade marks shown in Appendix 1 (“**Trade Marks**”), the goodwill in those registered trade marks derived from the substantial reputation of and in connection with Professor Stephen Hawking, and all other intellectual property rights and other rights (including without limitation all rights in the nature of ‘personality’ or ‘image’ rights), in each case whether registered or unregistered and including applications, and all rights or forms of protection having equivalent or similar effect anywhere in the world (together, the “**Estate Rights**”).

2 The Estate formally recognizes the February 18, 2011 grant and now supplements it as set out in this letter (such that the contract between the Parties shall be aggregate of the February 18, 2011 grant and this letter agreement), and grants to You the following limited, non-transferable, revocable and exclusive rights, without the right to grant sub-licences except as expressly stated:

- 2.1 to use the name STEPHEN HAWKING in connection with a microgravity research center at UCF, and to be called “The Stephen W. Hawking Center for Microgravity Research and Education”; and
- 2.2 to also refer to The Stephen W. Hawking Center for Microgravity Research and Education as “The Hawking Center”,

(together, the “**Center Rights**”, and The Stephen W. Hawking Center for Microgravity Research and Education and The Hawking Center, together, “**The Center**”)

3 SF and UCF will, in accordance with their Center Rights, and following approval by the UCF Board of Trustees and the SF Board of Directors at their respective public meetings, as applicable and required, act together in accordance with a Collaboration Agreement between SF and UCF to operate The Center in accordance with Professor Hawking’s conveyed intent by:

- 3.1 conducting fundamental and applied research related to or enabled by microgravity environments;
- 3.2 engaging in educational and public outreach activities to involve and excite the public about space research; and
- 3.3 attracting support from and collaboration with third parties for such research and educational and public outreach activities as set forth in paragraphs 3.1 and 3.2.

4 SF and UCF:

- 4.1 will not pursue federal and/or state trademark registrations that include Professor Hawking’s name; and
- 4.2 will not make commercial use of the name STEPHEN HAWKING except to the extent included in the names of The Center as set forth in paragraphs 2.1 and 2.2, as expressly authorized by Professor Stephen Hawking, and as set forth in this letter agreement; and
- 4.3 will act in accordance with paragraph 7 with respect to trademark use of the name STEPHEN HAWKING.

5 The Estate:

- 5.1 will not assert rights or attempt to assert rights in the STEPHEN HAWKING trade marks against SF, UCF, and/or The Center, nor participate in or support any such proceeding, nor encourage any such action or proceeding by any third party, so long as SF, UCF, and/or The Center is/are exercising the rights, as granted in this letter agreement; and
- 5.2 will not seek rights in or to fundamental or applied research conducted at The Center.

6 Other than as recognized and granted in this letter agreement, no other use of any of the Estate Rights is permitted by UCF, SF, and/or The Center under this letter agreement. For clarity, other than as recognized and granted in this letter agreement, no other rights are granted to use the name, reputation, image, voice or likeness of Professor Stephen Hawking without the prior written consent of the Estate.

7 Should UCF, SF, and/or The Center, in accordance with paragraph 4.3, make trademark use of the name STEPHEN HAWKING, any goodwill derived from such trademark use of the Estate Rights shall accrue to the Estate. In such instance, the Estate may, at any time, call for a document confirming the assignment of that goodwill and UCF, SF, and/or The Center shall promptly execute it and use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this paragraph 7.

8 You acknowledge that: other than the Center Rights that were granted to SF and UCF prior to Professor Hawking's death, prior to the registration of the Trade Marks, and prior to the transfer of the Estate Rights to the Estate, and notwithstanding any other grant by the Estate hereunder, the Estate owns and will retain all rights, title and interest in and to the Estate Rights, that no right, title or interest in or to the Estate Rights are hereby granted except as expressly set out hereunder, and that neither the Estate nor any other person has made or makes any representation or warranty of any kind in relation to the Estate Rights. Nothing in this letter agreement shall prevent the Estate from using or granting any other person a licence to use any of the Estate Rights outside the scope of the Center Rights.

9. You shall:

- 9.1 obtain the Estate's prior written approval of the design of a logo for The Center and notify the Estate of all items and materials that will incorporate or bear any of the Estate Rights, and with all such use only in support of the activities set forth in paragraph 2;
- 9.2 not place or depict The Center or any of the Estate Rights, nor carry out any fundraising, in any manner or in any materials that would be reasonably interpreted to denigrate, disparage, tarnish, dilute, misrepresent or otherwise adversely affect the Estate Rights or the reputation of Professor Stephen Hawking;
- 9.3 comply with all applicable laws and regulations that may apply to UCF, SF, and The Center, as Florida state entities and instrumentalities of the State of Florida,

and perform your obligations in connection with the running of The Center with all due skill, care and diligence including good research practice and the highest standards of teaching, both as reasonably recognized for United States' public institutions;

- 9.4 allow the Estate or a representative of the Estate to have access to The Center (and to UCF and SF, as may be necessary), on reasonable prior notice and no more than once per calendar year, to inspect and audit the teaching and research at The Center, by inspecting and auditing such records and documents as may be necessary to verify your compliance with the terms of this letter agreement, at the Estate's reasonable cost. You shall co-operate with the Estate and provide all reasonable assistance in relation to any such audit;
- 9.5 keep the Estate regularly informed and updated in writing on the aims and activities of The Center;
- 9.6 not carry out any fundraising, merchandising or promotional activities in the US (or elsewhere) using any of the Estate Rights except in connection with raising funds to support the running of The Center for the public benefit as set forth in paragraphs 3.1 and 3.2;
- 9.7 seek the prior written approval of the Estate if you wish to use any photographs or video footage or voice recordings of Professor Hawking or biographical material about him and owned by the Estate in connection with The Center, or otherwise seek proper approval from the owner of such photographs, footage, recordings, or material if not owned by the Estate;
- 9.8 ensure that any merchandise that SF, UCF, and/or The Center create using any of the Estate Rights in respect of the Center shall only use the Center's name and/or the logo created for The Center and approved by the Estate, pursuant to paragraph 9.1. Any such merchandise shall be for non-commercial purposes, to raise funds to further the aims of The Center as set forth in paragraph 3;
- 9.9 consult the Estate prior to the launch of The Center, and prior to any other publicity events, to discuss the involvement that the Estate wishes to have and whether a quote from the Estate or the physical presence of a representative of the Estate would be appropriate. The Estate shall not be obliged to provide any quotes or to be present at any launch event or subsequent publicity events. If SF, UCF, and/or The Center requests the physical presence of an Estate representative at any such event, and a representative is willing to attend, SF, UCF, and/or The Center shall be responsible for all costs and expenses of the representative in attending; and
- 9.10 ensure that any requests for approvals or input required from the Estate in accordance with this letter agreement are given to the Estate with reasonable prior notice of at least 10 business days (being days when banks in London, England are open for business).

10. You shall promptly notify the Estate in writing giving full particulars if any of the following matters come to your attention:

- 10.1 any actual, suspected or threatened infringement of the Trade Marks;
- 10.2 any actual or threatened claim that the Trade Marks are invalid;
- 10.3 any actual or threatened opposition to the Trade Marks;
- 10.4 any claim made or threatened that use of the Trade Marks infringes the rights of any third party; or
- 10.5 any other form of attack, charge or claim to which the Trade Marks may be subject.

11 In respect of any of the matters listed in clause 10:

- 11.1 the Estate shall, in its absolute discretion, decide what action if any to take;
- 11.2 the Estate shall have exclusive control over, and conduct of, all claims and proceedings;
- 11.3 you shall not make any admissions other than to the Estate and shall provide the Estate with all assistance that it may reasonably require in the conduct of any claims or proceedings;
- 11.4 the Estate shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account;
- 11.5 SF, UCF, and The Center shall have no obligation to participate in any such proceedings.

12 If any third party infringement of the Trade Marks in the United States interferes materially with The Center's use of the Center Rights and the Estate does not wish to take action under paragraph 11 then, subject to receiving advice from experienced counsel that infringement proceedings stand a reasonable chance of success, and at your sole discretion but without obligation to do so, you may commence proceedings and may require the Estate to lend its name to such proceedings, if legally necessary, and provide reasonable assistance, at the sole cost of The Center and where directly resulting from the Estate's involvement in such proceedings.

13 Nothing in this letter agreement shall constitute any representation or warranty that:

- 13.1 any registration comprised in the Trade Marks is valid; or
- 13.2 any application comprised in the Trade Marks shall proceed to grant or, if granted, shall be valid; or
- 13.3 that The Center will be successful in its mission.

14 You shall indemnify us against all liabilities, costs, expenses, damages and direct losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by You of the terms of this letter agreement and any use you make of the Rights; however, the amount and total of Your liability for such indemnification shall be capped, regardless of the number or nature of claims in tort, equity, or contract, at the dollar amount set by the Florida legislature in Section 768.28, Florida Statutes. UCF and SF expressly retain all rights, benefits and immunities of sovereign immunity, with nothing in this letter agreement deemed a waiver of immunity. Nothing in this letter agreement shall inure to the benefit of any third party for the purpose of allowing any claim against UCF and/or SF that would otherwise be barred under the doctrine of sovereign immunity or operation of law.

15 You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this letter agreement.

16 You shall make a contribution of £15,000 of the costs reasonably incurred by the Estate in relation to the execution of this letter agreement and their fulfilment of their obligations arising from this letter agreement.

17 If the approvals of the UCF Board of Trustees and the SF Board of Directors referenced in Paragraph 3 are required but are not received, the Estate has the right to terminate this letter agreement with immediate effect by giving written notice to You. If within 18 months of the date of execution of this letter agreement UCF and SF jointly make the business decision not to move forward with the formation of The Center then (i) the Estate or (ii) jointly UCF and SF have the right to terminate this letter agreement with immediate effect by giving written notice to the other parties.

18 If there is a conflict between any of the provisions of this letter agreement and the provisions of the February 18, 2011 grant, the provisions of this letter agreement shall prevail.

19 We may revoke the permissions set out in this letter agreement at any time with immediate effect by written notice to you if you contravene any requirement of this letter agreement. Revocation will apply to all future use of the Rights but will not require You to delete or remove the Rights from any existing tangible materials, as long as the placement and representation of the Rights comply with the terms of this letter.

20 No variation of this letter agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Please be so kind as to sign and return the enclosed copy of this letter thereby creating binding agreement between us.

*[Signatures Follow]*

Yours faithfully

.....

Signed by .....  
on behalf of the Estate of Professor Stephen Hawking

We agree the above:

.....

Signed by [NAME]  
On behalf of Space Florida

Date: .....2021

.....

Signed by [NAME].  
On behalf of the University of Central Florida Board of Trustees

Date: .....2021

PENDING

**Appendix 1****Registered Trade Marks**

<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>Registration Number</u>
STEPHEN HAWKING	United States	16 and 41	5010670
STEPHEN HAWKING	United States	9, 12, 36, 42 and 44	5010876
STEPHEN HAWKING	US	14, 18, 21, 25 and 28	5980163

**COLLABORATION AGREEMENT  
BETWEEN  
SPACE FLORIDA  
and  
UNIVERSITY OF CENTRAL FLORIDA**

This **COLLABORATION AGREEMENT** ("Agreement") is entered into as of the date of last signature below, (the "Commencement Date") by **SPACE FLORIDA** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and **THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, (hereinafter referred to as "UCF"), a Public University and public body corporate authorized to do business in Florida whose principal place of business is 4000 Central Florida Boulevard, Orlando, FL 32816-0015.

**WHEREAS**, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida;

**WHEREAS**, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs;

**WHEREAS**, Section 331.305 of the Florida Statutes authorizes SF to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace- related space-related initiatives;

**WHEREAS**, UCF is recognized as a leading space-related research university, as the home of the Florida Space Institute (FSI), which supports space research, development, and education activities within the University of Central Florida and other FSI member universities and colleges throughout Florida, and, also supports the development of Florida's space economy – civil, defense, and commercial;

**WHEREAS**, UCF's Planetary Science Group, a unit of FSI, and UCF's Department of Physics use spacecraft data, images from the world's largest telescopes, meteorites, ground-based and space-based experiments, and supercomputers to investigate our Solar System as well as others around the Galaxy, with expertise areas including in situ resource utilization, planetary origins and evolution, and plasma physics;

**WHEREAS**, SF and UCF have worked together under a series of agreements to establish and conduct research in The Center for Microgravity Research and Education at UCF, focusing, to date, on planetary rings, planetesimal formation, small bodies, and other microgravity applications;

**WHEREAS**, Professor Stephen William Hawking, Ph.D., a renowned and well-honored physicist, worked on the basic laws which govern the universe, was able to experience weightlessness in 2007, and always hoped to make it into space one day, prior to his death certified his consent for SF and UCF to use his name in connection with a microgravity center to be located in the State of Florida;

**WHEREAS**, SF and UCF have negotiated an agreement with the Estate of Professor Stephen

Hawking which formally recognizes the grant made by Professor Stephen Hawking on February 18, 2011, and supplements the grant with certain additional terms; and

**WHEREAS**, SF and UCF set forth herein their agreement to collaborate in the operation of “The Stephen W. Hawking Center for Microgravity Research and Education”, also to be known as “The Hawking Center”.

**WHEREAS**, it is the intention of SF and UCF to work together in good faith to formalize the mission of the “The Stephen W. Hawking Center for Microgravity Research and Education”.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Certified Consent.

On February 18, 2011, Stephen William Hawking, Ph.D., certified his irrevocable consent, exclusive to SF, UCF, and The Stephen W. Hawking Center for Microgravity Research and Education, in a letter attached hereto as Exhibit A, to exercise certain rights related to the use of his name.

2. Estate of Professor Stephen Hawking.

On \_\_\_\_\_, SF and UCF entered into an agreement (“Letter Agreement”) with the Estate of Professor Stephen Hawking (“Estate”), to formally recognize Professor Hawking’s February 18, 2011 grant, and to memorialize their mutual respect for the wishes of Professor Hawking by clear definition of their respective intentions and obligations to each other, including in view of certain United States trademarks that were registered subsequent to Professor Hawking’s February 18, 2011 grant. In the Letter Agreement, attached hereto as Exhibit B, the Estate granted SF and UCF the right:

- 2.1. To use the name STEPHEN HAWKING in connection with a microgravity research center at UCF, to be called “The Stephen W. Hawking Center for Microgravity Research and Education”; and
- 2.2. To also refer to The Stephen W. Hawking Center for Microgravity Research and Education as “The Hawking Center”,

(together, the “**Center Rights**”, and The Stephen W. Hawking Center for Microgravity Research and Education and The Hawking Center, together, “**The Center**”).

3. Formation of The Center.

SF and UCF hereby agree it is their intent, following approval by a majority of the SF Directors and having had the naming of the Center, as set forth in the Letter Agreement with the Estate, previously approved by the UCF Trustees, each at their respective public meetings:

3.1 To collaborate in actualizing “The Stephen W. Hawking Center for Microgravity Research and Education”, also to be known as “The Hawking Center” to be housed at UCF;

3.2 To act together to operate the Center” in accordance with Professor Hawking’s conveyed intent by:

3.2.1 conducting fundamental and applied research related to or enabled by microgravity environments;

3.2.2 engaging in educational and public outreach activities to involve and excite the public about space research; and

3.2.3 attracting support from and collaboration with third parties for such research and educational public outreach activities as set forth in paragraphs 3.2.1 and 3.2.2.

#### 4. Collaborative Structure of the Center.

4.1. An advisory board shall serve the Center.

4.2. Structure of the advisory board shall be as follows:

4.2.1. The total number of UCF designees on the advisory board shall be as necessary in order for UCF to retain a majority position.

4.2.2. Upon further expansion beyond the initial advisory board members identified in Article 4.3, the advisory board shall consist of at least 2 advisors appointed by SF.

4.2.3. Advisors will be appointed as agreed to by the parties, and with the parties making good faith efforts for industry representation, ensuring at least one industry representative advisor.

4.2.4. Advisors shall be chosen with characteristics agreed upon by the parties.

4.3. The initial advisory board members for the Center shall be as follows:

4.3.1. One SF designee – Frank DiBello, President & CEO Space Florida

4.3.2. One UCF designee – Elizabeth Klonoff, Ph.D., UCF Vice President for Research and Dean of the College of Graduate Studies

4.3.3. A second UCF designee – To be determined following consultation with SF

4.4. The initial strategic planning committee for the Center shall be staffed as follows:

4.4.1. Committee Chair – Ramon Lugo III, Ph.D., UCF Director of FSI

4.4.2. Committee Vice-Chair – Dale Ketcham, SF Vice President Government & External Relations

4.4.3. Committee Member – Joshua Colwell, Ph.D., UCF Associate Chair of Department of Physics and Assistant Director of FSI

4.4.4. Committee Member – Tony Gannon, SF Vice President Research & Innovation

Other strategic planning committee members for the Center shall be recommended by the advisory board as needed.

#### 5. Responsibilities of the Parties.

5.1. SF will:

5.1.1. Assist with introductions and provision of information as to potential advisory board nominees and other parties of interest, and

5.1.2. Disseminate information regarding the Center to its unique audiences, as appropriate.

5.2. UCF will:

5.2.1. Have primary responsibility for support and management of the operational aspects of the Center,

5.2.2. Conduct and manage the scientific research, and

5.2.3. Disseminate information regarding the Center to its unique audiences, as appropriate.

5.3. SF and UCF will:

- 5.3.1. work together in good faith to define and implement a functional and effective fundraising strategy, operations plan and management structure for the Center within a 90 day period following the execution of this Agreement,
- 5.3.2. work together to create and, upon approval of the Estate, implement a logo for use in identifying the services of the Center,
- 5.3.3. each be responsible for their own expenses, unless and until otherwise agreed in writing, and
- 5.3.4. be available, with reasonable notice for meetings and telephone communications for issues relating to the Center.

6. Term.

This Agreement shall continue so long as the Letter Agreement with the Estate remains in force, unless earlier terminated by the parties.

7. General Understandings.

- 7.1. SF and UCF agree that any press or publicity regarding the subject matter of this Agreement shall require prior written approval of each party, and as applicable, the Estate.
- 7.2. The terms of this Agreement may be amended only by written mutual agreement, effective when signed by the parties.
- 7.3. The relationship between the parties shall be solely that of independent entities, the rights and obligations of the parties shall be limited to those expressly set forth herein or otherwise agreed upon in writing by the parties.
- 7.4. Nothing herein contained shall be construed as authorizing either party to act as an agent or representative of the other or to make any commitment or create any obligations for the other without such party's prior written consent.
- 7.5. All documents, books, records, accounts, and materials of any kind related to this agreement and the collaboration created thereby shall be open to the public for inspection as subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
- 7.6. No right or license to either party's intellectual property is granted or implied hereunder.
- 7.7. Severability. If any provision of this agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
- 7.8. Limitation of Liability.
  - 7.8.1. The limits of liability for both parties are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of either party beyond that cap provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of either party's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of each party's obligations under this agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise

applicable to the matters as set forth herein.

- 7.8.2. In no event shall either party be liable to the other party for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- 7.8.3. Neither party shall assume any liability for the acts, omissions, or negligence of the other party, its agents, servants, employees, or subcontractors.

7.9. Representations.

- 7.9.1. Each party has the necessary and required Federal and State authority to enter into this Agreement.
- 7.9.2. Neither this Agreement nor either party's performance of its obligations hereunder will knowingly place such party in breach of any other contract or obligation and will not knowingly violate the rights of any third party.

7.10.No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

7.11.Counterparts. The parties may sign this Agreement in several counterparts,each of which will be deemed an original but all of which together will constitute one instrument.

7.12.Facsimile Deemed as Original. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

7.13.The parties shall comply with all applicable Federal, State and local laws, rules and regulations.

7.14.This Agreement may not be assigned by either party without the prior written consent of the other.

7.15.This Agreement shall be construed in accordance with the laws of the State of Florida.

Authorized parties are signing this agreement on the execution dates under the signatures below.

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**Space Florida Board of Directors**

By: Frank DiBello  
President & CEO  
Space Florida

Date:

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**The University of Central Florida  
Board of Trustees**

By: Elizabeth Klonoff, Ph.D.  
Vice President for Research and  
Dean of Graduate Studies

Date:



**Board of Trustees  
Strategic Partnerships & Advancement Committee  
November 16, 2021**

## **DISC-1: The UCF Challenge - Update**

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Information

Discussion

Action

**Meeting Date for Upcoming Action:** \_\_\_\_\_

### **Purpose and Issues to be Considered:**

Per Trustee Joseph Conte’s request, an update on The UCF Challenge will be provided to the Strategic Partnerships & Advancement Committee for discussion and information purposes. The UCF Challenge will allow the university to co-invest with donors and help UCF to become a leading public metropolitan research university.

### **Background Information:**

In a bold and strategic move, UCF has chosen to invest the recent \$40 million transformational gift received from MacKenzie Scott and Dan Jewett in the endowment, thereby ensuring the long-term growth and stability of this great institution for decades to come.

The UCF Challenge will be used to generate additional gifts to be invested in the university endowment and will support student success initiatives and inclusive academic excellence. Gift officers will work with donors to establish legacy gifts to help UCF realize its goal of becoming a leading public research university while also meeting the needs of our students and providing resources for the groundbreaking research of our faculty.

### *Endowments are sought in three critical areas:*

- 1) student success
- 2) faculty excellence
- 3) scholars’ programs

Through The UCF Challenge, the University will **co-invest with donors to accelerate and amplify** the donors’ impact. The program allows flexibility that enables gift officers to build creative proposals that excite donors and accelerate the impact of funds.



**Recommended Action:**

N/A

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

N/A

**Authority for Board of Trustees Action:**

N/A

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**Contract Reviewed/Approved by General Counsel**  N/A

**Committee Chair or Chair of the Board has approved adding this item to the agenda**

**Submitted by:**

Karen Cochran, Interim Vice President for Advancement and UCF Foundation CEO

**Supporting Documentation:**

Attachment A – UCF Challenge Update presentation

**Facilitators/Presenters:**

Karen Cochran, Interim Vice President for Advancement and UCF Foundation CEO

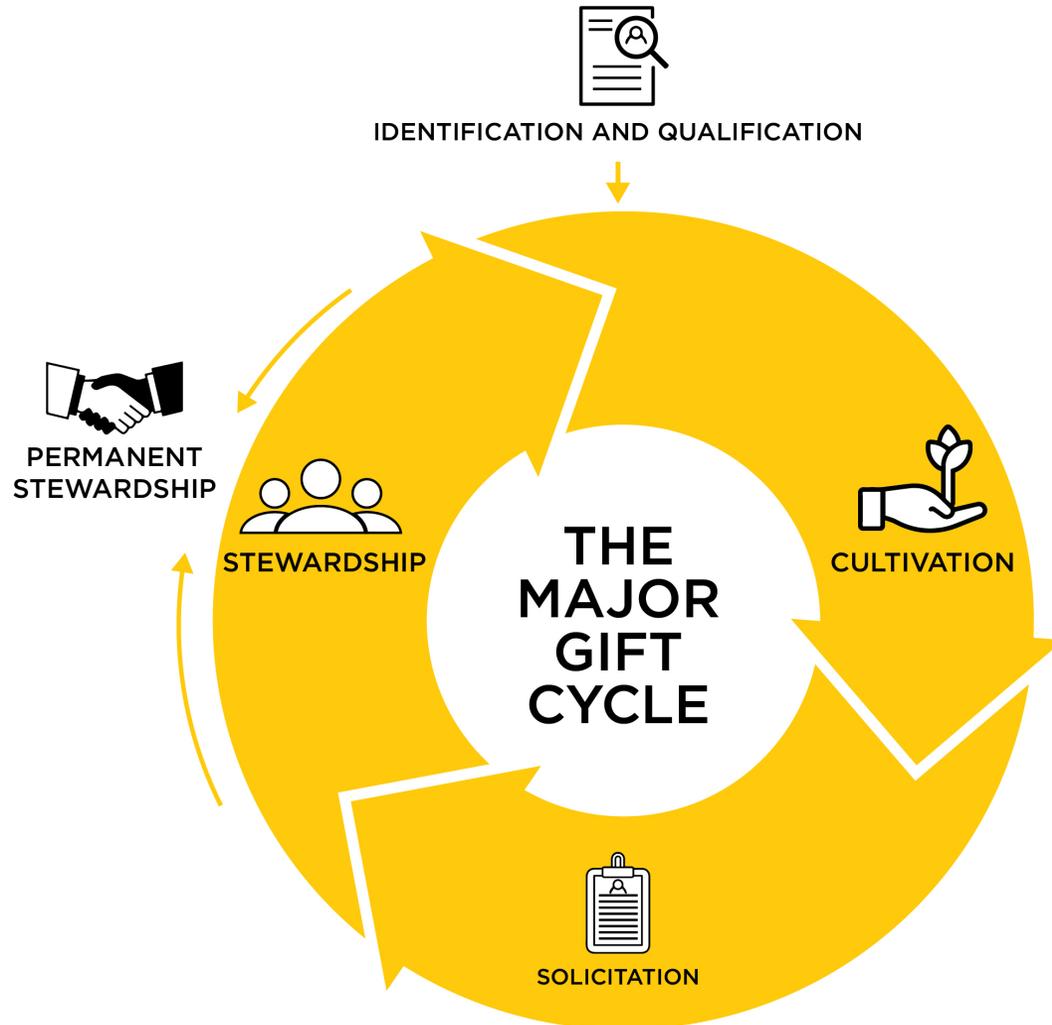
# UCF Challenge Update

**Karen Cochran**

Interim Vice President for Advancement  
and Interim CEO, UCF Foundation

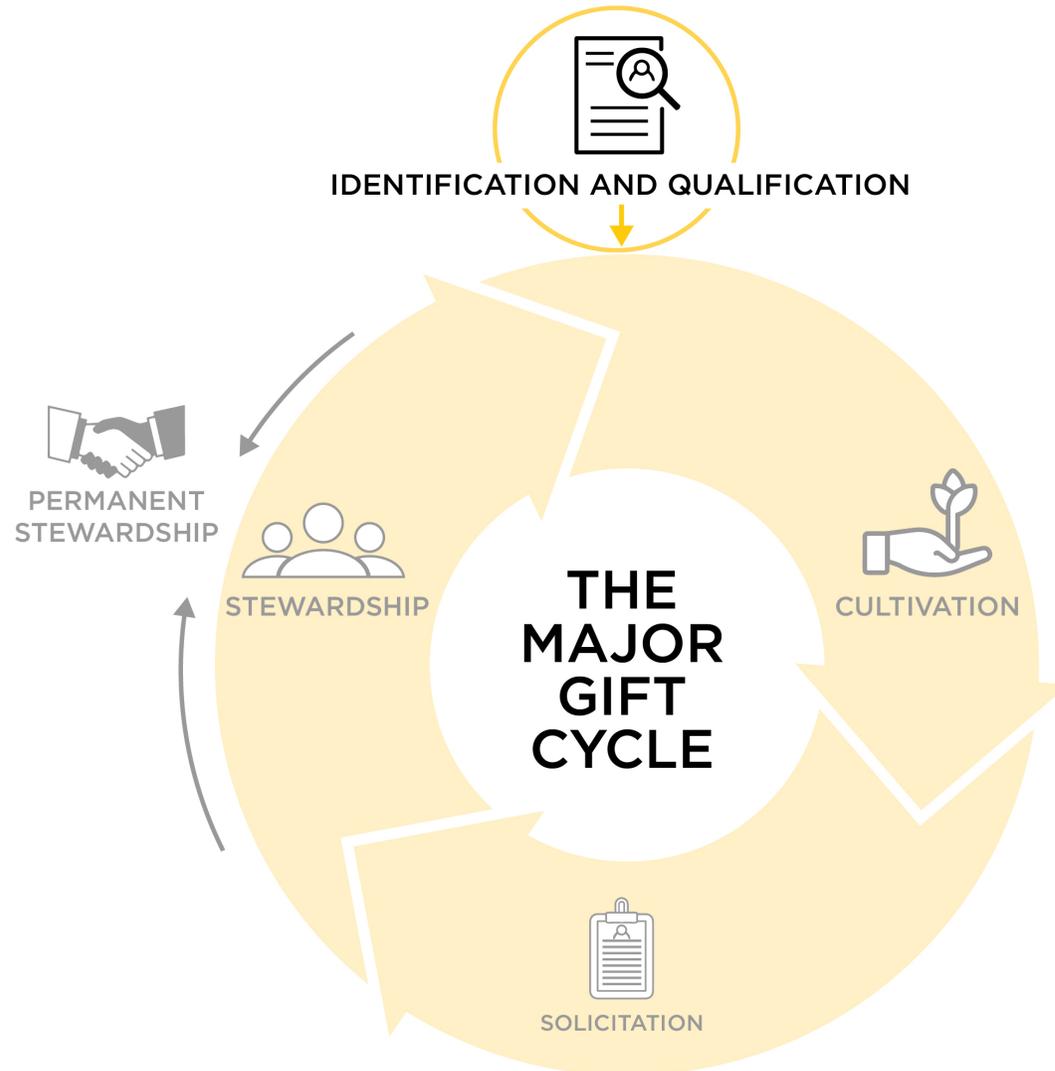
Nov. 16, 2021

# The Major Gift Cycle



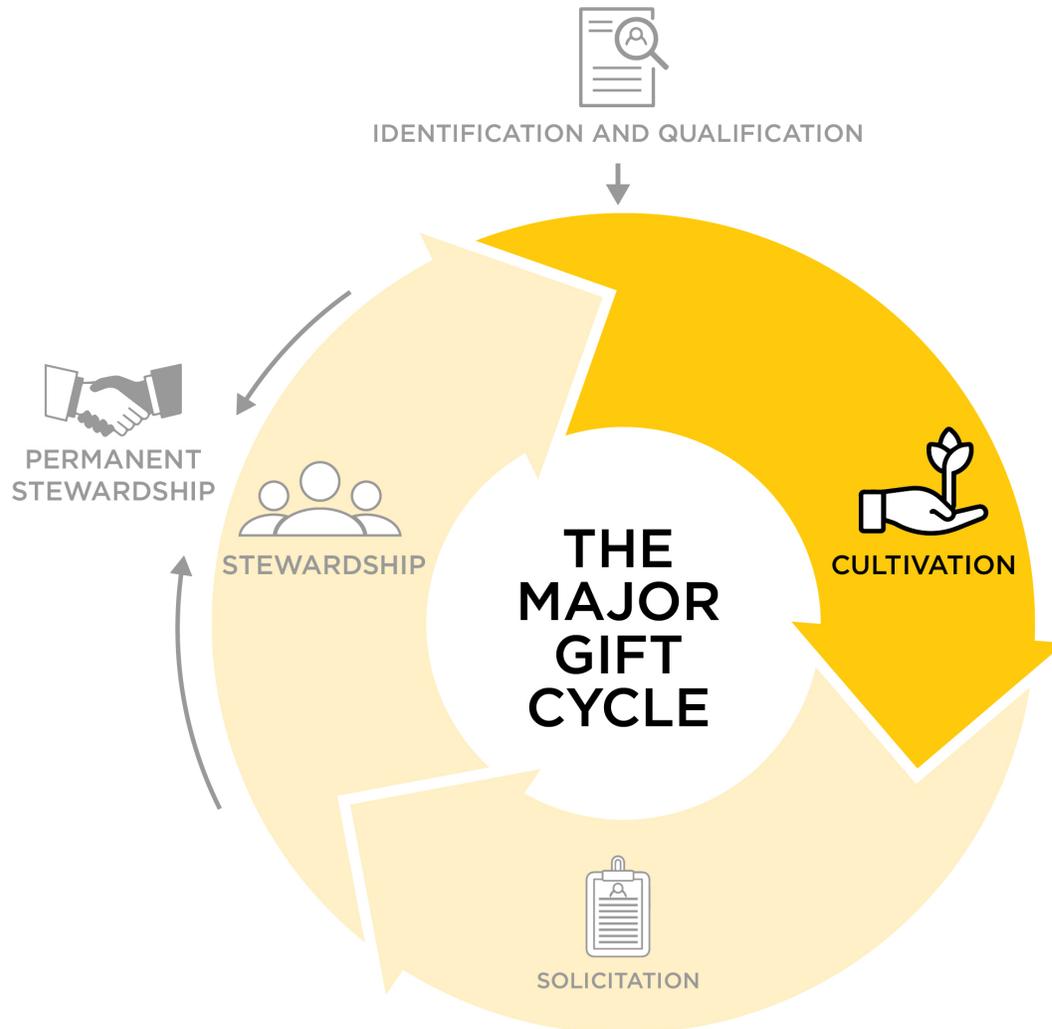
- Major Gifts are gifts of \$25k+.
- UCF has 2,040 prospects with active major gift conversations or who are rated as having a giving capacity of \$100k+.

# The Major Gift Cycle: Steps



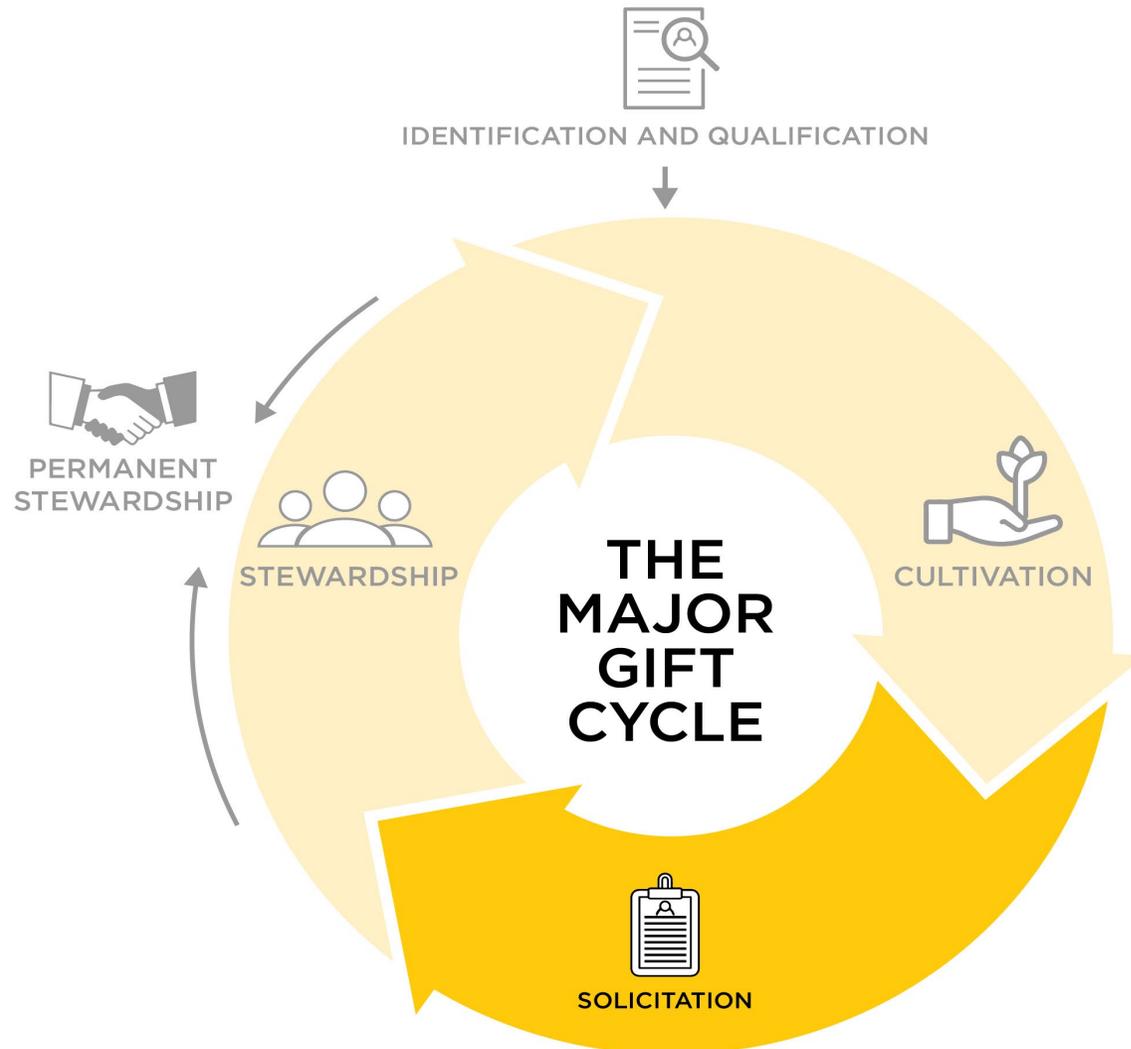
- 50 major gift level prospects have been identified through recommendations from members of the UCF Board of Trustees and the UCF Foundation Board over the past 12 months.
- 4 of these prospects are rated at the principal level (\$500k+).

# The Major Gift Cycle: Steps



- Individual Visits
- Campus Experiences
- Event Invitations
- Volunteer Involvement
- Alumni Engagement Opportunities

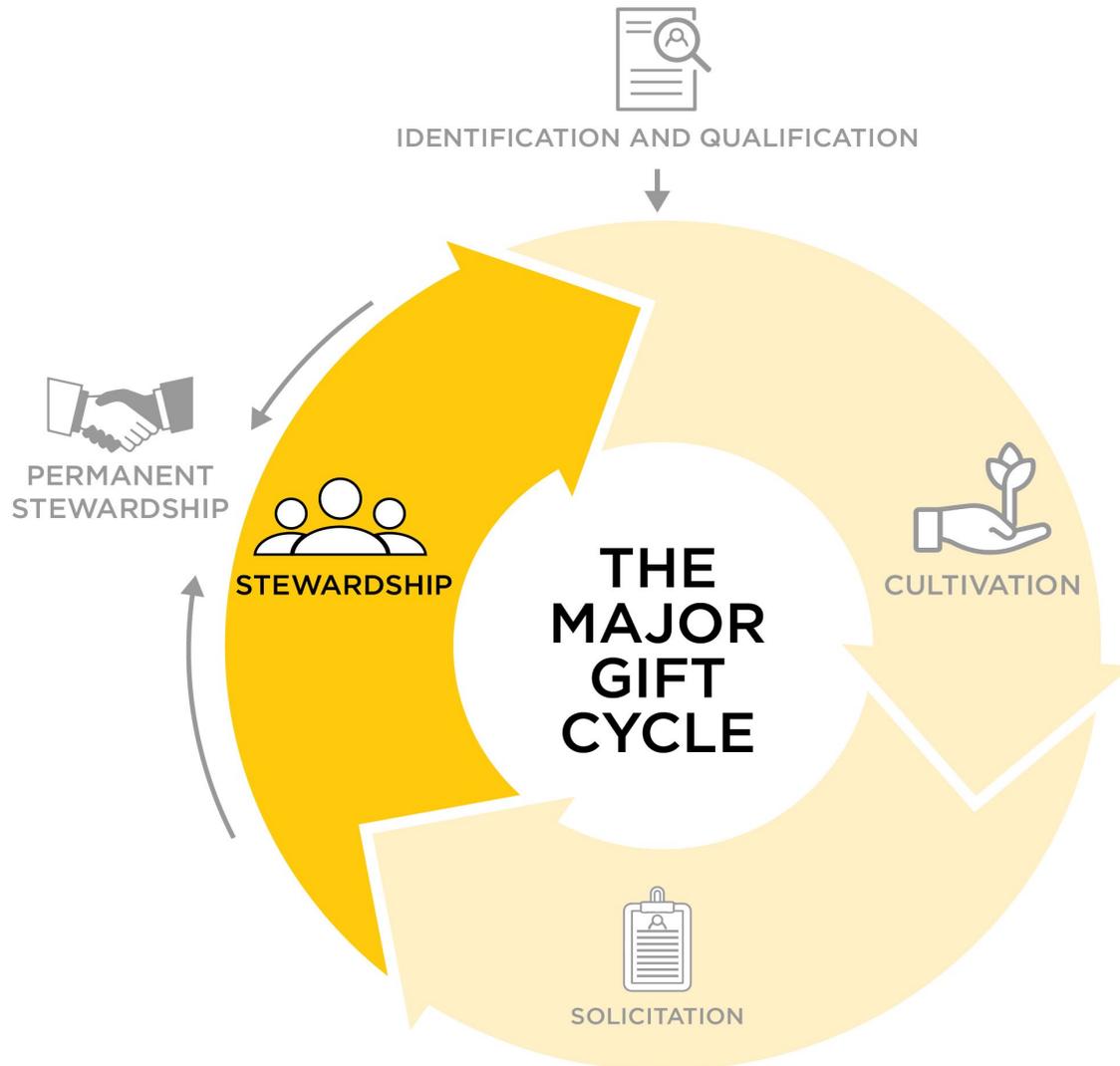
# The Major Gift Cycle: Steps



**3:1 Solicitation Acceptance Ratio**



# The Major Gift Cycle: Steps



- **Black & Gold Loyal**  
*Recognizes consecutive year donors*
- **Constellation Society**  
*Recognizes donors with cumulative lifetime giving of \$25k+*
- **Charles Millican Legacy Society**  
*Recognizes donors with a documented planned gift to UCF*
- **Donor Wall (new)**  
*Recognizes donors with cumulative lifetime giving of \$1M+*
- **Personalized Stewardship**  
*Highly personalized stewardship touches and reports for major gift donors*

# Solicitations Made & Planned in FY22

Q1 - \$45.6M



Q2 - \$82.3M



Q3 - \$18.9M



Q4 - \$7.8M



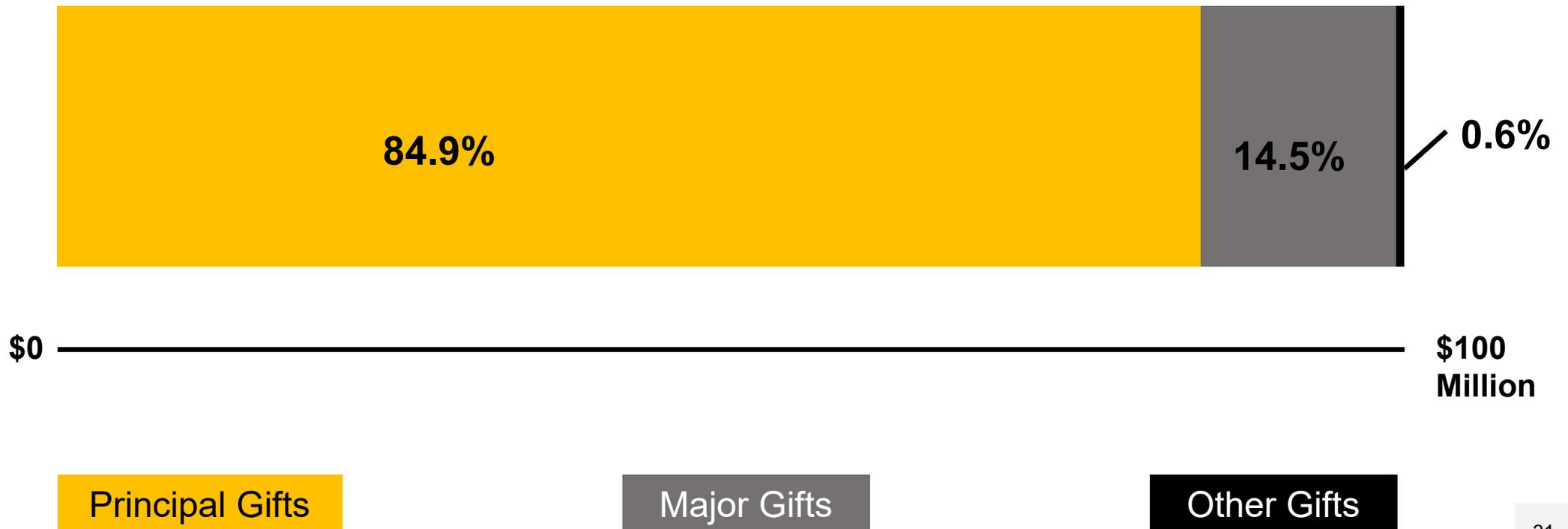
Principal Gifts

Major Gifts

Other Gifts

# FY22 Fundraising Pipeline

**\$98.97 Million in Proposals with  
Expected Close Dates in FY22**





# THE UCF CHALLENGE

*Philanthropy for Lasting Change*

# THE UCF CHALLENGE

*Philanthropy for Lasting Change*

Donors can **establish endowed gifts** to help UCF realize its goal of becoming a leading public research university while also impacting the lives of faculty and students.

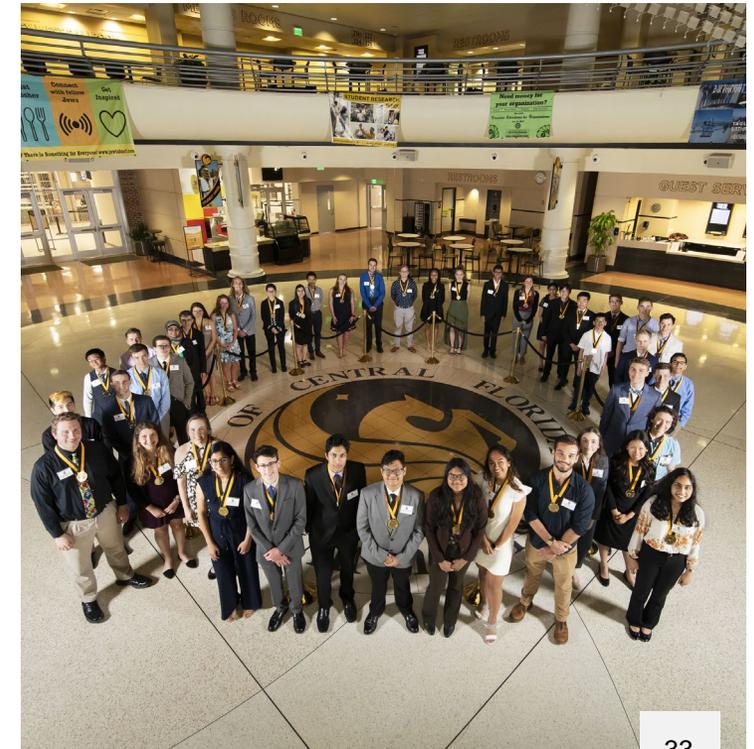
Endowments are sought in three critical areas:



**Student Success**



**Faculty Excellence**



**Scholars' Programs**

## **\$40M MacKenzie Scott and Dan Jewett Gift**

- Funds invested in the endowment
- Goal is to at least double \$40M
- University will co-invest
- Fundraisers will work with donors to identify matches and accelerate impact

# THE UCF CHALLENGE

*Philanthropy for Lasting Change*

## 13 Conversations in the Pipeline

- Matching funds have been requested for 13 proposals totaling \$45.85M.
- If each gift closes as solicited, the total impact would be more than \$55M.
- Gifts in the pipeline range from \$250k to \$12M.
- 10 of the 13 asks are \$1M+.

## 2 Gifts in Negotiation

- \$1.25M Downtown Scholars Success Program
- \$300k Graduate & Undergraduate Hispanic Students in Optics and Photonics

## 1 Gift Closed

- A new commitment of \$1M
- Scholarships for students in CCIE's Elementary Education program

# THE UCF CHALLENGE

*Philanthropy for Lasting Change*





# Questions and Discussion