



Board of Regents

Meeting Agenda

Varner Hall Board Room

3835 Holdrege Street

Lincoln, NE, 68583-0745

Friday, August 11, 2017

10:00 a.m.

**UNIVERSITY OF NEBRASKA BOARD OF REGENTS
SCHEDULE OF PRESENTATIONS**

FRIDAY, AUGUST 11, 2017

ACADEMIC AFFAIRS COMMITTEE

9:00 A.M.

Topic: Nebraska Research Initiative Investments and Impacts *[60 minutes]*
Presenters: Susan Fritz, Executive Vice President and Provost
The Nebraska Biobank, Dr. Jennifer Larsen, UNMC Vice Chancellor
for Research
The Greenhouse Innovation Center, Dr. Daniel Schachtman,
UNL Professor and Director, Center for Biotechnology
Nebraska Center for Materials and Nanoscience (NCMN)
Dr. David Sellmyer, UNL Professor and Director, NCMN

10:00 A.M.

BOARD OF REGENTS MEETING

- Kudos Awards Presented
- Resolutions of Recognition

UNIVERSITY OF NEBRASKA FACILITIES CORPORATION MEETING

NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Friday, August 11, 2017, at 10:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

An agenda of subjects to be considered at said meeting, kept on a continually current basis, is available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <https://nebraska.edu/regents/agendas-and-minutes>.

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: August 3, 2017

Carmen K. Maurer
Corporation Secretary
Board of Regents
University of Nebraska

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Friday, August 11, 2017
10:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON JUNE 1, 2017
- IV. KUDOS
William O'Neill, University of Nebraska Medical Center
Jeffrey Kaipust, University of Nebraska at Omaha
Jolene Berg, University of Nebraska at Kearney
Gail Miller, University of Nebraska Administration
- V. RESOLUTIONS
Resolution of Recognition for Ron Withem
Resolution of Recognition for Chancellor John Christensen
- VI. HEARINGS
- VII. PUBLIC COMMENT

The Standing Rules of the Board provide that any person who gives 24 hours' notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting. Each person will be given up to five minutes to make his or her remarks. Public comment will be limited to a period of 30 minutes.

- VIII. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - 1. President's Personnel Recommendations Addendum VIII-A-1
 - B. BUSINESS AFFAIRS
 - University of Nebraska Medical Center
 - 1. Approve the dedication of the tower named "Search" to Dr. Ken Cowan
Addendum VIII-B-1
 - University of Nebraska-Lincoln
 - 2. Approve designation of a bequest from the Estate of Astrid K. Bernard as a quasi-endowment to create the Philip G. Bernard Scholarship Fund for electrical engineering scholarships at the University of Nebraska-Lincoln
Addendum VIII-B-2
 - University of Nebraska
 - 3. Authorize the President to approve and execute a contract for the purchase of Concur software Addendum VIII-B-3

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

1. Approval is requested to create the Bachelor of Science in Cyber Security Operations in the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at the University of Nebraska at Kearney Addendum IX-A-1
2. Approval is requested to create the Masters in Genetic Counseling degree in the College of Allied Health Professions at the University of Nebraska Medical Center Addendum IX-A-2

B. BUSINESS AFFAIRS

University of Nebraska

1. Approve the attached Resolution relating to the LB957 Projects (the Projects) which (1) approves the issuance of not to exceed \$200,000,000 principal amount of Facilities Bonds, in one or more Series (LB957 Bonds) by the University of Nebraska Facilities Corporation pursuant to, in each case, a Bond Resolution (2) authorizes the execution and delivery of a Financing Agreement, a Continuing Disclosure Undertaking, a Tax Compliance Agreement, an Amended and Restated Depository and Disposition Agreement, an Inducement Letter, and a Preliminary Official Statement, in connection with such Bonds (3) authorizes the sale of such Bonds at a negotiated sale pursuant to a Bond Purchase Agreement and authorizes the Senior Vice President for Business and Finance | CFO to determine interest rates (not to exceed a true interest cost of 3%), principal amounts, principal maturities and redemption provisions of such Bonds, and (4) approving the preparation and use of a Final Official Statement. The Resolution permits, however, the President to approve increasing the maximum permitted true interest cost by up to ~~.5%~~ 1% and corresponding principal amount, if market and related conditions require Addendum IX-B-1

2. Approve entering into a three-year enterprise agreement for hardware maintenance and software subscriptions for Palo Alto security appliances Addendum IX-B-2

University of Nebraska at Kearney

3. Approve replacement of the existing sanitary sewer and portions of storm sewers serving portions of the UNK main campus Addendum IX-B-3

University of Nebraska-Lincoln

4. Approve naming the new College of Business building at the University of Nebraska-Lincoln the "Howard L. Hawks Hall" in honor of Howard Hawks Addendum IX-B-4

5. Approve an eleven-year agreement with adidas America, Inc. for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska-Lincoln Addendum IX-B-5

6. Approve the Program Statement for Gymnastics Training Facility at the University of Nebraska-Lincoln Addendum IX-B-6

7. Approve a five-year contract extension with Paciolan Systems, Inc. for ticketing software Addendum IX-B-7

8. Approve an Amended and Restated Agreement for Lease and Operation of the University of Nebraska-Lincoln Bookstore Addendum IX-B-8

9. Approve the project budget for infrastructure renovation of the Loop Road at the University of Nebraska-Lincoln Addendum IX-B-9

University of Nebraska Medical Center

10. Approve the selection of RDG Planning & Design with The Clark Enersen Partners to provide design consultant services for the Williams Science Hall Renovation, at the University of Nebraska Medical Center Addendum IX-B-10
11. Approve the Amended Academic Affiliation Agreement with Nebraska Medicine Addendum IX-B-11
12. Approve the Program Statement for the renovation of Wittson Hall on the campus of the University of Nebraska Medical Center in Omaha Addendum IX-B-12

University of Nebraska at Omaha

13. Approve the Program Statement for the Addition to the Biomechanics Research Building at the University of Nebraska at Omaha Addendum IX-B-13

C. FOR INFORMATION ONLY

1. University of Nebraska Strategic Planning Framework Addendum IX-C-1
2. University of Nebraska Strategic Framework Accountability Measures Addendum IX-C-2
3. Calendar of establishing and reporting accountability measures Addendum IX-C-3
4. University of Nebraska Strategic Dashboard Indicators Addendum IX-C-4
5. Board of Regents agenda items related to the University of Nebraska Strategic Framework Addendum IX-C-5

D. REPORTS

1. Renaming the Bachelor of Science degree in Speech Language Pathology and Audiology to Communication Sciences and Disorders in the Department of Special Education and Communication Disorders in the College of Education and Human Sciences at the University of Nebraska-Lincoln Addendum IX-D-1
2. Expedited Approval of the Public History Graduate Certificate in the Department of History in the College of Natural and Social Sciences at the University of Nebraska at Kearney Addendum IX-D-2
3. Renaming the Department of Health Promotion, Social and Behavioral Health to the Department of Health Promotion within the College of Public Health at the University of Nebraska Medical Center Addendum IX-D-3
4. Strategic Framework Report on Global Engagement-Study Abroad (3-d-i) Addendum IX-D-4
5. Strategic Framework Report on Student Learning Assessment: Licensure Results (6-g-iii) Addendum IX-D-5
6. Naming of an Apartment Complex at the University of Nebraska at Kearney "Village Flats" Addendum IX-D-6
7. UNMC Housing Bonds Addendum IX-D-7
8. Report of Bids and Contracts Addendum IX-D-8
9. Contract with Arthur J. Gallagher & Co. Addendum IX-D-9

X. ADDITIONAL BUSINESS

VIII. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

1. President's Personnel Recommendations Addendum VIII-A-1

B. BUSINESS AFFAIRS

University of Nebraska Medical Center

1. Approve the dedication of the tower named "Search" to Dr. Ken Cowan
Addendum VIII-B-1

University of Nebraska-Lincoln

2. Approve designation of a bequest from the Estate of Astrid K. Bernard as a quasi-endowment to create the Philip G. Bernard Scholarship Fund for electrical engineering scholarships at the University of Nebraska-Lincoln
Addendum VIII-B-2

University of Nebraska

3. Authorize the President to approve and execute a contract for the purchase of Concur software Addendum VIII-B-3

The President's Personnel Recommendations

Meeting Date: August 11, 2017

University of Nebraska-LincolnAdjustments

Concetta DiRusso, Interim Associate Vice Chancellor (Special), Vice Chancellor for Research and Economic Development, Professor (Continuous) Biochemistry; add title of Interim Associate Vice Chancellor, Vice Chancellor for Research and Economic Development effective July 1, 2017 with an indefinite end date until a vice chancellor is hired, \$226,416, FY, 1.00 FTE. Salary includes an administrative stipend of \$19,220 as Interim Associate Vice Chancellor and a George Holmes Professorship stipend of \$15,000.

Beth Doll, Interim Dean (Special), College of Education and Human Sciences, Professor (Continuous) Educational Psychology; add title of Interim Dean, College of Education and Human Sciences; effective 7/1/2017 with an indefinite end date until a new dean is hired, \$224,747 FY, 1.00 FTE. Remove title of Associate Dean of Education and Human Sciences. Salary includes an administrative stipend of \$56,795 as Interim Dean.

Amy Goodburn, Senior Associate Vice Chancellor and Dean of Undergraduate Education (Special), Professor (Continuous) English; change title of Associate Vice Chancellor for Academic Affairs to Senior Associate Vice Chancellor for Academic Affairs and add title of Dean of Undergraduate Education; effective 6/1/2017, \$223,765 FY, 1.00 FTE. Remove title of Interim Dean of Academic Services and Enrollment Management. Salary includes an Academy of Distinguished Teachers stipend of \$2,500.

Tiffany M. Heng-Moss, Interim Dean (Special), College of Agricultural Sciences and Natural Resources, Professor (Continuous) Entomology; add title of Interim Dean, College of Agricultural Sciences and Natural Resources effective 7/1/2017 with an indefinite end date until a new dean is hired, \$185,581, FY, 1.00 FTE. Salary includes an administrative stipend of \$16,871 as Interim Dean.

Judy L. Walker, Associate Vice Chancellor (Special), Office of the Executive Vice Chancellor and Chief Academic Officer, Professor (Continuous) Mathematics; add title of Interim Associate Vice Chancellor effective 7/1/2017, \$201,350, FY, 1.00 FTE. Salary includes her Douglas Professorship of \$5,000. Remove title of Interim Associate Vice Chancellor effective June 30, 2017.

University of Nebraska Medical CenterAdjustment

Michael A. Ash, Vice Chancellor for Information and Technology (Special), Business and Finance; and Assistant Professor (Special), Internal Medicine, College of Medicine; effective 7/1/2017, \$114,450 FY, 1.00 FTE. Salary includes an annual administrative stipend of \$74,250. Add Vice Chancellor appointment and \$74,250 annual administrative stipend.

University of Nebraska at OmahaAdjustment

Michael Hilt, Interim Dean (Special), College of Communication, Fine Arts and Media, and Professor, (Continuous), effective 7/3/2017, \$147,822 FY, 1.00 FTE. Includes a Dean's stipend of \$15,000, and Associate Dean's stipend of \$13,750. Change title from Associate Dean and salary from \$132,572 (includes \$13,500 administrative stipend).

TO: The Board of Regents Addendum VIII-B-1

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Dedicate a structure

RECOMMENDED ACTION: Approve the dedication of the tower named "Search" to Dr. Ken Cowan

PREVIOUS ACTION: July 22, 2016 - The Board of Regents approved acceptance of a gift from an anonymous donor to build an 82-foot lighted glass tower.

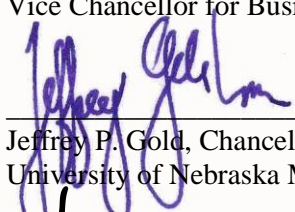
EXPLANATION: In July of 2016, the Board of Regents accepted the gift of the glass tower designed by renowned artist Jun Kaneko. The tower, named "Search", is now in place in front of the Fred & Pamela Buffett Cancer Center.

The donor wishes to dedicate the tower to Dr. Ken Cowan in recognition of his almost twenty years of service as leader of the Eppley Cancer Center, and now the Fred & Pamela Buffett Cancer Center.

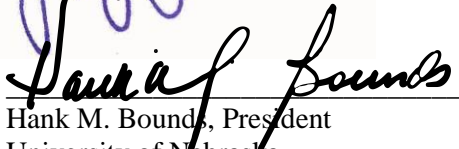
Approval of this item authorizes the University of Nebraska Medical Center to install a plaque or similar appropriate installation of recognition honoring Dr. Cowan at the site of the tower.

The dedication was reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR: Deborah L. Thomas
Vice Chancellor for Business & Finance

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Hank M. Bounds, President
University of Nebraska

DATE: July 14, 2017

TO: The Board of Regents Addendum VIII-B-2

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Approval of the designation of a bequest from the Estate of Astrid K. Bernard for support of engineering scholarships at the University of Nebraska – Lincoln as quasi-endowment

RECOMMENDED ACTION: Approve designation of a bequest from the Estate of Astrid K. Bernard as a quasi-endowment to create the Philip G. Bernard Scholarship Fund for electrical engineering scholarships at the University of Nebraska - Lincoln

PREVIOUS ACTION: None.

EXPLANATION: Per Regents Policy 6.6.4 Board approval is required to designate the donation from the Estate of Astrid K. Bernard as a quasi-endowment. Quasi-endowments, when so designated, stipulate that the corpus of the endowment be maintained and invested in perpetuity (or until further Board action) allowing earnings to be used for the donor’s stated purpose.

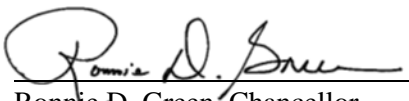
Per the will of Ms. Bernard, the funds are to be utilized for electrical engineering scholarships at the University of Nebraska – Lincoln in the name of her late husband, Philip G. Bernard. Mr. Bernard graduated from UNL in 1959.

By accepting this bequest and establishing the Philip G. Bernard Scholarship Fund, the Regents express on behalf of the University of Nebraska – Lincoln its deepest gratitude and appreciation to the Estate of Astrid K. Bernard.

The designation was reviewed by the Business Affairs Committee and is recommended for approval.

SPONSORS: Christine A. Jackson
Vice Chancellor for Business and Finance

Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

RECOMMENDED: 
Ronnie D. Green, Chancellor
University of Nebraska - Lincoln

DATE: June 27, 2017

TO: The Board of Regents Addendum VIII-B-3

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Purchase of Concur Software

RECOMMENDED ACTION: Authorize the President to approve and execute a contract for the purchase of Concur software

PREVIOUS ACTION: None

EXPLANATION: In response to state budget challenges, the President and Chancellors tasked teams of subject matter experts from across and outside the university with finding cost savings in business operations. One of those “Budget Response Teams” focused on travel.

The travel team’s recommendations include adoption of a streamlined travel expense reimbursement system that will reduce paperwork and labor. Currently the university has no standard process for submitting travel expense reports. The resulting disparate practices for report submission and tracking leads to a people-, paper-, and time-intensive process that does not fully take advantage of current technologies.

The travel team strongly endorsed adoption and purchase of the cloud-based Concur software package. The Concur system is the dominant market leader in the travel and expense reporting space with over 400 universities and 40,000 other entities in their customer base. Big Ten and other higher education clients include Michigan, Purdue, Penn State, Colorado, MIT, Harvard, and Princeton. Local clients include Kiewit, Berkshire, First National Omaha, and Mutual of Omaha.

The system when deployed is designed to standardize, consolidate, and facilitate the booking, managing, reporting, auditing, and processing of travel expense. It will automate reporting to capture “out of policy” transactions and decreases the likelihood of fraud. Safety features can facilitate the tracking of travelers who might be impacted by events around the globe.

Section 6.2.1.6 (e) of the *Policies of the Board of Regents* provides that “competitive bidding shall not be required for the following types of purchases: 1) Purchase of unique or non-competitive articles or services. Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are... specially designed business...related software.”

Concur meets the unique and non-competitive criterion in several ways. First, Concur is owned by SAP, the provider of our business software ERP system. With the file transfers and the level of data integration needed between SAP and the Concur product, including fully-automated, near real-time, bi-directional data exchange, the product presents singular advantages over competing products, especially in the areas of personnel data feeds, accounting data, and portal technology. It also presents significant one-off advantages in total cost of ownership considering setup, maintenance, and upgrades.

Pricing for the Concur system is based on number of transactions processed and is estimated at \$316,000 per year. (The first year will also see approximately \$77,000 of one-time implementation costs). The travel team estimates that annual savings from adoption of the software and locating the travel function at a single location with dedicated, sole-focus staff could be several times the cost of the system.

The initial term of the contract will be five years.

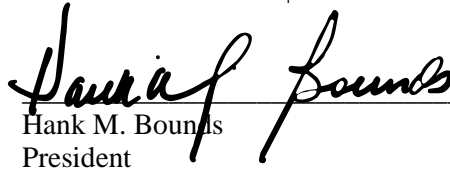
This item has been reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$1,580,000 (\$316,000 x five years)

SOURCE OF FUNDS: State-aided Funds

SPONSOR: David Lechner
Senior Vice President | CFO

RECOMMENDED:


Hank M. Bounis
President

DATE: July 21, 2017

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TO: The Board of Regents Addendum IX-A-1

Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: Creation of the Bachelor of Science (BS) degree in Cyber Security Operations, which will draw from the collaborative efforts of the Department of Computer Science and Information Technology and the program in Information Networking and Telecommunications Management in the Colleges of Natural and Social Sciences and Business and Technology at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approval is requested to create the Bachelor of Science in Cyber Security Operations in the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at UNK

PREVIOUS ACTION: None

EXPLANATION: There is a widely-recognized, substantial and growing demand for experts in the evolving field of cybersecurity operations (CSO). UNK's proposed CSO Bachelor of Science (BS) program offers several benefits to UNK and the state of Nebraska, including the potential for UNK to become nationally-recognized for the program. It will provide students with solid background and preparation for computer security careers and it aligns with future workforce demands.

The proposed CSO degree at UNK is based on computer science and networking courses. It primarily will focus on technologies and techniques related to specialized cyber operations (e.g., collection, exploitation, and response) to defend the infrastructure of information systems – computers, networks, and communications. The proposed CSO curriculum is designed to align to the standards published by the National Security Agency (NSA) for the National Centers of Academic Excellence (CAE) in Cyber Operations. By aligning to these standards, UNK will be poised to apply for the NSA CAE Cyber Operations designation in the near future.

The initial home for the degree will be the Department of Computer Science and Information Technology in the College of Natural and Social Sciences. Its future home tentatively is expected to be a newly proposed Department of Information Technology in the College of Business and Technology.

This proposal has been approved by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$42,500 over five years

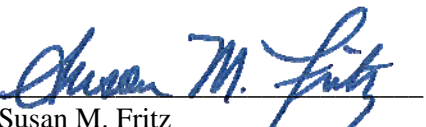
SOURCE OF FUNDS: Tuition and course fees

SPONSORS:

Charles Bicak
Senior Vice Chancellor for Academic and Student Affairs

Douglas Kristensen, Chancellor
University of Nebraska at Kearney

RECOMMENDED:


Susan M. Fritz
Executive Vice President and Provost

DATE:

July 21, 2017

UNK Degree Proposal

Bachelor of Science in Cyber Security Operations

Descriptive Information

Name of institution proposing the program: University of Nebraska at Kearney

Name of Proposed Major: Cyber Security Operations

Degree to be awarded graduates of the program: Bachelor of Science

Other programs offered in this field by this institution: Computer Science Comprehensive BS, Applied Computer Science BS, Information Technology BS, Information Networking and Telecommunications (INT)

CIP Code: 11.1003

Administrative unit for the program: Computer Science and Information Technology

Proposed delivery site: University of Nebraska at Kearney and Online

Proposed date the program will be initiated: Upon final approval

Additional faculty/resources necessary to initiate program: None

New coursework needed to initiate program: None – all existing

Description and Purpose of the Proposed Program

There is a widely recognized, substantial and growing demand for experts in the evolving field of cybersecurity operations. Cyber Security Operation (CSO) as a field is the study of “the set of controls and processes both technical and policy intended to protect and defend information and information systems by ensuring their confidentiality, integrity, and availability, and by providing for authentication and non-repudiation.” [1].

Internal computer security has been an important issue for computer system administrators since 1960s. External computer security has become another main concern due to globalization and the Internet. While the Internet provides us with many conveniences; it has also exposed computer systems’ weaknesses and vulnerabilities to attackers. The exposed systems can be manipulated by individual attackers, organized crime and state sponsored organizations. The role of computer security specialists has become very important. Higher education in general and computer science departments have a huge responsibility to train these experts to protect individual rights, privacy, data, as well as national security.

Due to the importance of cybersecurity, President Obama in his last budget request from Congress asked for 19 billion dollars to improve the federal government cybersecurity systems and to hire more cybersecurity professionals [2]. On the other hand, the need for specialists in this field has been realized for some time by the National Security Agency (NSA) and Federal Bureau of Investigation (FBI). Security experts at the NSA have recommended curriculum for training future cybersecurity professionals [3].

The proposed CSO Bachelor of Science program at the University of Nebraska at Kearney (UNK) offers several benefits to UNK and the state of Nebraska, including the potential for UNK to become nationally

recognized for the program. It will provide students with solid background and preparation for career in the computer security field. It aligns the university with the future workforce demands.

The proposed UNK CSO program will be an extremely attractive program for students, with a likely growth pattern that occurred at Dakota State University (DSU). Based on information provided by the DSU College of Computing, initially the CSO program at DSU attracted some computer science (CS) students who changed majors to the new program, as well as new students who came to DSU for the CSO program. Both the CSO program and the CS program saw 300% growth over the next four years, after the start of the CSO program. The number of computer science students at UNK has grown from 69 students in 2009 to 125 students in 2016. Currently, the University of Nebraska at Kearney does not offer a cybersecurity degree program as an option to meet the needs of these students.

The Proposed Degree Program

Majors in cybersecurity fields are increasing nationwide. The curriculum for this major mirrors the trends found in other cybersecurity degree programs across the nation. The curriculum is comprised entirely of existing coursework at UNK, primarily from the CSIT and INT programs, as shown below.

Coursework

A. General Education Required by the Major

Take all of the following.

MATH 115*, Calculus I with Analytic Geometry - 5 hours

MATH 102GS*, College Algebra - 3 hours

MATH 103GS*, Plane Trigonometry - 3 hours

CSIT 130GS, Introduction to Computer Science - 4 hours

ITEC 150GS, Telecommunications Literacy - 3 hours

B. Cyber Security Operations Major Core Requirements

Take all of the following.

CSIT 150, Object Oriented Programming - 3 hours

CSIT 180, Discrete Structures - 3 hours

CSIT 301, Computer Organization - 3 hours

CSIT 330, Algorithms and Data Structures - 3 hours

CSIT 401, Operating Systems - 3 hours

CSIT 402, Introduction to Automata, Formal Languages, and Computability - 3 hours

CSIT 444, Reverse Engineering – 3 hours

CSIT 458, Computer Security - 3 hours

ITEC 330, Information Networking Preceptorial - 4 hours

ITEC 335, Network Architecture and Telecommunications I - 3 hours

ITEC 345, Network Architecture and Telecommunications II - 4 hours

ITEC 390, Information Networking Law and Public Policy -3 hours

ITEC 430, Internetworking Design - 3 hours

ITEC 435, Global Internetworking - 3 hours

ITEC 485, Information Networking Seminar -3 hours

C. Electives

Take 12 hours from the following:

CSIT 404, Software Engineering - 3 hours

CSIT 428, Data Comm & Distributed Processing – 3 hours

CSIT 448, System Administration - 3 hours

ITEC 220, Electricity/ Electronics – 3 hours

ITEC 320, Applied Electronics – 3 hours

CJUS 321, Technology in Criminal Justice – 3 hours

CSIT 300-499 as approved by the department (except CSIT 388GS)

ITEC 300-499 as approved by the department (except ITEC 388GS)

Review Criteria

Centrality to Role and Mission

The University of Nebraska at Kearney is a public, residential university committed to be one of the nation's premier undergraduate institutions with excellent graduate education, scholarship, and public service. The CSO program will help to fill the demand for Cybersecurity professionals in Nebraska and the surrounding areas. The addition of this program will help UNK to build partnerships with the surrounding business community and expand research with local, state and federal entities.

Evidence of Need and Demand

Need for the program

Forbes lists the growth of cybersecurity jobs at a rate of 36.5% through 2022 [4]. Currently in the U.S., there are 209,000 unfilled cybersecurity jobs. It is projected that by 2019 there will be a worldwide shortage of 1.5 million cybersecurity jobs. The statewide Nebraska occupational employment projection for information security analysts is projected to increase 28.36% from 2014 to 2024 [5].

Demand for the Program

Universities that have cybersecurity programs have seen a vast increase in the number of students applying, attending and completing those degrees. Dakota State University saw an increase of three-fold

in the first five years the program was offered. The demand by students is also evident by the interest in cybersecurity camps. During our first ever cybersecurity camp in 2016, we had over 50 students apply and 44 students attended the camp. This was more campers than camps offered by any other academic program at UNK. This year we have increased the enrollment cap to 75 campers in order to try and meet demand.

Table 2 shows revenue based on an enrollment of 5 new students per year. We believe that this will be a conservative estimate based on the growth of other cybersecurity programs.

Adequacy of Resources

The institution offers assurances that the proposed program has resources adequate to develop and implement the program, provides a summary of the resources that will be available to the program, notes any special plans to encourage or maximize the efficient use of resources, and explains the basis on which a decision about the adequacy of the resources was made.

Faculty and Staff Resources

The CSIT and INT faculty have a technical background that will enable them to assist with the delivery of this program, advise cybersecurity students with research and assist with outreach activities, ensuring the success of the program should it grow quickly. Dr. Matt Miller has previously taught in the Dakota State University (DSU) NSA CAE CO program, and brings that strength to this program. He is a FBI cybersecurity expert witness, and is certified in advanced penetration testing and malware analysis. He is a NSA CAE CO community tech talk expert in Reverse Engineering, and conducts research in that area. Dr. Angela Hollman previously led network security efforts at a mid-sized university and was responsible for initiating the security group on that campus. She also co-owns a small web business and brings real-world experience in securing cloud web servers against intrusions. Additionally, she is trained to teach within the Cisco Certified Network Association (CCNA) Routing and Switching and Security curricula and has researched with local companies helping them with security audits. Dr. Tim Obermier has experience and background within the regulatory side of cybersecurity. He teaches a cybersecurity and networking law course and is a member of the board of directors for an electronics company where he advises them of information technology security matters. His research examines broadband access in Nebraska and he provides testimony to public officials to assist with telecommunications and information technology policy decisions in Nebraska. Each of the other CSIT and INT faculty bring strengths to this program, so that together, the breadth of the CSO field will be covered.

The technical background of the faculty that will be providing the courses for the CSO program will enable them to cover the courses required to deliver this program. All required courses are currently taught at UNK, thus no additional course material will need to be developed at this time.

Physical Facilities

The CSO program will be housed in the CSIT Department at the University of Nebraska at Kearney. The facilities used for this program will be the same facilities that are used for Computer Science and Information Technology curricula. Additionally, the network technology courses will be taught by

faculty in the INT program, currently housed in the Industrial Technology Department. The CSO program will utilize the same facilities used for INT curriculum. Both the CSIT and the INT programs are currently housed in the Otto Olsen building. As Otto Olsen will be replaced in the next 2 years, these programs will be moved to new facilities. Creating a lab within the new facilities that will host an isolated network is a priority for both the CSIT and INT programs.

Instructional Equipment and Informational Resources

Network connectivity, networking equipment, servers and adequate cooling are needed for the current programs hosted by the both the CSIT and Industrial Technology Departments. Both departments have the capability to isolated networks that shield the greater university for adverse effects of research. The current resources will be used for the proposed CSO program when it launches. When the new facility is completed then all resources as well as the new isolated network will be utilized for these programs. Part of the operating budget will be used for the purchasing of new equipment. This is shown in Table 1.

Budget Projections

The revenue projection is shown in Table 2. Tuition analysis is based upon students completing 30 student credit hours per academic year at an instate tuition of \$191.75 per credit hour, and course fee estimates are from the required CSIT and INT courses, which will average \$77 per student per year. The revenue projection uses an estimate of 5 new students per year.

Avoidance of Unnecessary Duplication

A Cyber Security Operations degree will be unique among the degrees offered through the University of Nebraska System. There is a Bachelor of Science in Cyber Security (previously called Information Assurance) degree offered by the University of Nebraska at Omaha (UNO). The core courses for the UNO degree include computer science courses as well as management, policy and cryptography. This program focuses on security risk assessment and security laws and policies. It has been designated as a NSA National Centers of Academic Excellence (CAE) in Information Assurance/Cyber Defense. Kansas University, Capella University (Minnesota) and Fort Hays State all have degrees in Information Assurance that are like UNO's Cyber Security program.

The proposed CSO degree at UNK is based on computer science courses and networking courses. It will focus on technologies and techniques related to specialized cyber operations (e.g., collection, exploitation, and response) to defend the infrastructure of information systems — computers, networks, and communications. The proposed CSO curriculum is well designed to be aligned to the standards published by the NSA for the National CAE in Cyber Operations. By aligning to these standards, UNK will be poised to apply for the NSA CAE Cyber Operations designation in the near future. Dakota State University (South Dakota) has a similar curriculum, and they have received the NSA CAE Cyber Operations designation.

Consistency with the Comprehensive Statewide Plan for Postsecondary Education

The statewide goals for the state of Nebraska include student centered learning and providing graduates with the skills and knowledge needed to become capable employees. The CSO degree will be housed in two departments that have provided their students with both student-centered learning experiences as well as preparing those students to become successful employees. The statewide goal of meeting the needs of the state includes being responsive to the workforce changes as well as addressing the evolving needs in a timely manner. There is a continually growing need for cybersecurity professionals and that the University of Nebraska needs to address the need of businesses and the state.

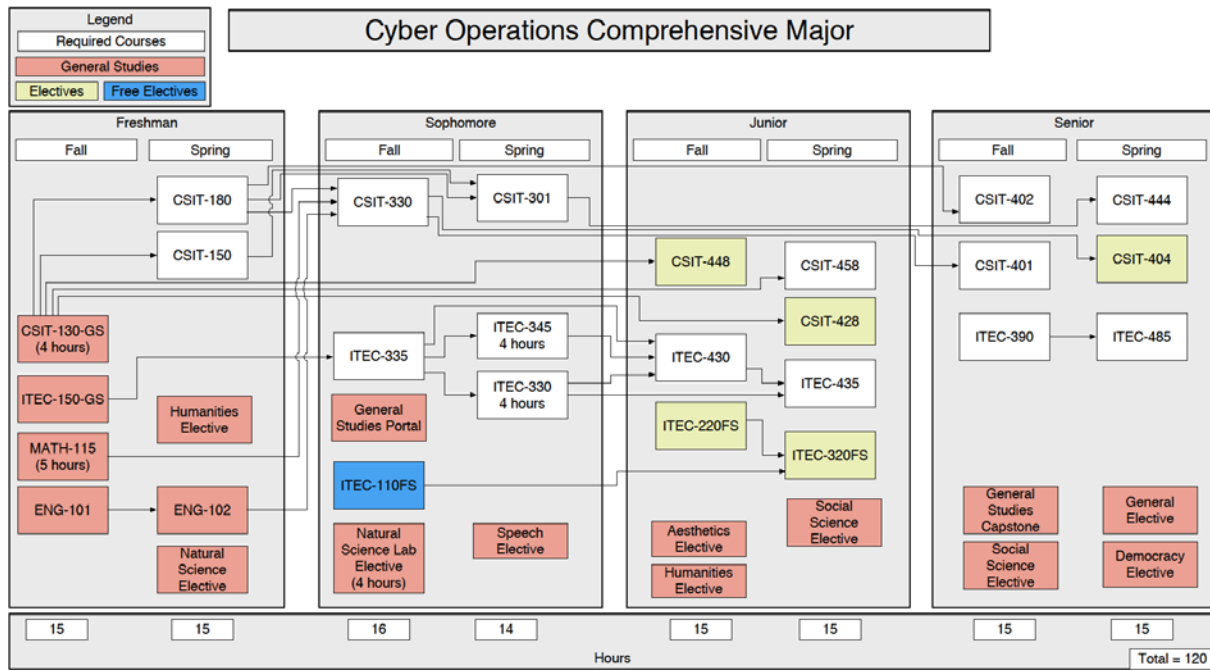
Cooperation and collaboration

The University of Nebraska at Kearney has forged a relationship with the Holland Computing Center (HCC) at the University of Nebraska at Lincoln. The HCC has provided training to both faculty, staff and students at UNK. The HCC has also allowed access to the computing cluster that allows students to work on projects that UNK does not possess. This outreach is very beneficial for both students and faculty. The HCC has also donated computing hardware that is no longer suitable for use in their facility to the Computer Science and Information Technology Departments. This hardware has saved UNK tens of thousands of dollars in hardware expenses. We foresee the continued collaboration with the HCC for access to high end super computer resources.

Works Cited


- [1] ACM, "Computer Science 2013 curriculum report," <http://www.acm.org/education/CS2013-final-report.pdf>, 2016.
- [2] Tech Republic, "Obama seeks \$19B for cybersecurity in 2017, a 36% increase," <http://www.techrepublic.com/article/obama-seeks-19b-for-cybersecurity-in-2017-a-36-increase/>, 2016.
- [3] United States National Security Administration , "National Centers of Academic Excellence in Cyber Operations Academic Requirements," <https://www.nsa.gov/resources/educators/centers-academic-excellence/cyber-operations/requirements.shtml>, 2016.
- [4] S. Morgan, "One Million Cybersecurity Job Openings In 2016," <https://www.forbes.com/sites/stevemorgan/2016/01/02/one-million-cybersecurity-job-openings-in-2016/#3668d3127ea2>, 2016.
- [5] Nebraska Department of Labor's Occupation Employment Projections , "Nebraska Statewide and Central Economic Development Region," <https://networks.nebraska.gov/gsipub/index.asp?docid=440>, 2016.

Appendix A: Example Course Rotation



DATE: February 21, 2017

TO: Douglas A. Kristensen
Chancellor

FROM: Charles J. Bicak 
Senior Vice Chancellor for Academic & Student Affairs

RE: Proposed Bachelor of Science in Cyber Security Operations
Comprehensive

Attached please find the proposal for a Bachelor of Science degree in Cyber Security Operations Comprehensive. This degree is transdisciplinary and draws from the collaborative efforts of the UNK Department of Computer Science and Information Technology and the program in Information Networking and Telecommunications Management in the colleges of Natural & Social Sciences and Business & Technology respectively. The current academic home for the degree program will be the Department of Computer Science & Information Technology. The future home will be in a proposed new department tentatively named Information Technology in the College of Business & Technology. This proposed department will be a signature occupant in the UNK STEM building, which was recently approved by the Board of Regents at the January 2017 meeting. The UNK Academic Affairs Committee voted to endorse this request on October 20, 2016. I concur with the recommendations from the respective Deans in requesting that positive consideration be given to this proposal. The degree will address critical needs in the high demand field of Cyber Security. With your approval, we will submit this proposal to the University of Nebraska Council of Academic Officers.

If you should need additional information, please let me know. Thank you.

CJB/tlp

TO: Dr. Charlie Bicak, SVCAASA
FROM: Dr. Peter Longo, Interim Dean CNSS
DATE: February 16, 2017
RE: Cyber Security



It is with great enthusiasm that I write to support the newly proposed Bachelor of Science degree in Cyber Security Operations. This degree is transdisciplinary and draws from the collaborative efforts of the UNK departments of Computer Science/Information Technology and Information Networking and Telecommunications Management.

The department of Computer Science/Information Technology and the program in Information Networking and Telecommunications Management will join faculty from the program in Management Information Systems faculty to form a new and innovative department. This proposed Department will be a signature occupant in the approved UNK STEM building. The UNK STEM building was approved by the NU Board of Regents in January, 2017, will open in 2019. The programs housed in this STEM building will provide exceptional opportunities for the students at UNK and will address the critical needs Central Nebraska for academic programs and research across areas of science, technology, engineering, and math.

In a highly collaborative spirit the faculty members are developing integrated curriculum offering students multiple tracks across high demand IT fields. The proposed Cyber Security program is the first product of this collaborative work. The degree will address critical needs in the heavy demand Cyber Security field. UNK has in place a number of faculty with expertise in Cyber Security. This degree is highly useful and important for our students, the citizens of Nebraska and beyond.

TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
Bachelor of Science in Cyber Security Operations at UNK

	(FY2018) Year 1		(FY2019) Year 2		(FY2020) Year 3		(FY2021) Year 4		(FY2022) Year 5		Total Cost
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
Personnel											
Faculty ¹											\$0
Professional											\$0
Graduate assistants											\$0
Support staff ¹	0.5	\$3,500	0.5	\$3,500	0.5	\$3,500	0.5	\$3,500	0.5	\$3,500	\$17,500
Subtotal	0.5	\$3,500	0.5	\$3,500	0.5	\$3,500	0.5	\$3,500	0.5	\$3,500	\$17,500
Operating											
General Operating											\$0
Equipment ²		\$5,000		\$5,000		\$5,000		\$5,000		\$5,000	\$25,000
New or renovated space											\$0
Library/Information Resources											\$0
Other		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal		\$5,000		\$5,000		\$5,000		\$5,000		\$5,000	\$25,000
Total Expenses		\$8,500		\$8,500		\$8,500		\$8,500		\$8,500	\$42,500

¹ A work study student system administrator will be needed to support the lab equipment. This student would work 19.75 hours per week year round at \$12 per hour. This cost will be covered by the tuition generated starting in year one.

² This program will require hardware items including: servers, network switches, and digital forensic tools. The equipment costs will be covered by course fees starting in year three.

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
Bachelor of Science in Cyber Security Operations at UNK

	(FY2018) Year 1	(FY2019) Year 2	(FY2020) Year 3	(FY2021) Year 4	(FY2022) Year 5	Total
	Reallocation of Existing Funds					
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ¹	\$29,148	\$60,170	\$92,928	\$127,576	\$164,195	\$474,017
Other Funding						
1						
2						
3						
Total Revenue	\$29,148	\$60,170	\$92,928	\$127,576	\$164,195	\$474,017

¹ Tuition analysis is based upon students completing 30 credit hours per academic year at \$268.75 (\$191.75 tuition, \$77 fees) at an estimate of 5 new students per year.

TO: The Board of Regents Addendum IX-A-2
Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: Creation of the Masters in Genetic Counseling degree in the College of Allied Health Professions at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Approval is requested to create the Masters in Genetic Counseling degree in the College of Allied Health Professions at UNMC

PREVIOUS ACTION: September 16, 2016 – The Board approved the creation of the Master of Health Professions Teaching and Technology in the College of Allied Health Professions at UNMC.

February 22, 1997 – The Board approved the name change for the Hattie B. Munroe Pavilion and the Meyer Rehabilitation Institute to the Munroe-Meyer Institute for Genetics and Rehabilitation.

EXPLANATION: The proposed program will be created as a partnership between the UNMC College of Allied Health Professions (CAHP) and the UNMC Munroe-Meyer Institute (MMI).

The CAHP currently houses 11 health professions education programs, and is recognized within the University of Nebraska system as the primary degree-granting college for health professions education. MMI currently houses the UNMC clinical genetics division which includes six genetic counselors and four medical geneticists. This division provides clinical genetic services for the majority of the state.

The practice of genetic counseling involves the application of knowledge pertaining to genetic mechanisms of disease, but also accompanying knowledge and competencies pertaining to psychosocial and ethical issues. Genetic counselors are licensed and board certified professionals with specialized graduate training in molecular genetics, grief and crisis counseling, and genetic disorders. Genetic counselors function in many areas including cancer centers, perinatal centers, internal medicine clinics, pediatric genetics and specialty clinics, and laboratory settings.

The workforce demand for masters-prepared genetics counselors continues to accelerate nationally, commensurate with the tremendous explosion of knowledge in the field of genetics and genetic testing. The professional master’s degree in genetic counseling is designed for individuals with backgrounds in genetics, biology, bioethics, and public health with an interest in obtaining a clinically-oriented degree. The proposed program leading to the Master’s in Genetic Counseling is a 57-credit, 24-month (full-time) post-baccalaureate course of study for individuals whose career goals focus on patient care in the fields of genetic counseling, genetic testing, public health and bioethics.

The CAHP will seek accreditation for the Genetic Counseling Education Program through the Accreditation Counsel for Genetic Counseling www.gceducation.org.

This proposal has been approved by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

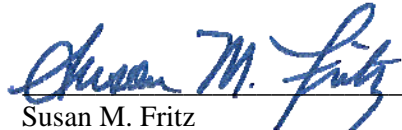
PROGRAM COST: \$1,458,930 over five years (no new State funds)

SOURCE OF FUNDS: Clinical revenue and tuition

SPONSORS: H. Dele Davies
Vice Chancellor for Academic Affairs

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

RECOMMENDED:


Susan M. Fritz
Executive Vice President and Provost

DATE: July 21, 2017

DEGREE PROPOSAL
MASTER'S DEGREE IN GENETIC COUNSELING
College of Allied Health Professions & Munroe Meyer Institute
University of Nebraska Medical Center

1. Descriptive Information

The name of the institution proposing the program: University of Nebraska Medical Center

The name of the program (major) proposed: Genetic Counseling

Degrees/Credentials to award graduates of the program: Master's Degree in Genetic Counseling

CIP code: 51.1509

Administrative Unit for the program: College of Allied Health Professions

Proposed delivery site(s), and type(s) of delivery, if applicable:

The curriculum for this professional master's program will be delivered on the University of Nebraska Medical Center (UNMC) Omaha campus, via classroom delivery, and synchronous and asynchronous online delivery. Clinical education components of the curriculum will take place at UNMC's clinical partners and at other clinical affiliate sites.

Proposed date (term/year) the program will be initiated: Upon final approval

2. Description & Purpose of Proposed Program

The program will be created as a partnership between the College of Allied Health Professions (CAHP) and the Munroe-Meyer Institute (MMI), both on the Omaha UNMC campus. Other genetic counseling education programs follow similar partnerships and are often housed in schools or colleges of allied health, medical schools, schools of public health, and occasionally in other academic areas. The partnership is designed to capitalize on the strengths of the two partnering units.

The CAHP currently houses 11 health professions education programs, and is recognized within the University of Nebraska system as the primary degree-granting college for health professions education. The academic strength of the CAHP will allow for incremental expansion of existing educational and administrative services, including, but not limited to, student recruitment and admissions services, academic support services, and a variety of administrative services (e.g., budgetary, research, personnel, travel, affiliation agreements, and accreditation). Because of its existing programs of study, the CAHP will also be able to offer teaching support from other complementary professions.

MMI currently houses the UNMC clinical genetics division which includes six genetic counselors and four medical geneticists. This division provides clinical genetic services for the majority of the State of Nebraska through satellite clinics, contracts and consultative services with most hospitals in Omaha. MMI offers the clinical network and content expertise to provide teaching and student counseling for the proposed new program, housing a large number of experienced providers and a host of specialized genetics clinics. MMI genetic counselors are contracted to the UNMC Fred & Pamela Buffett Cancer Center, UNMC Olson Center for Women's Health, UNMC Human Genetics Laboratory, Methodist Estabrook Cancer Center, Methodist Perinatal Center, and Children's Hospital Metabolism/CDC/Pediatric Genetics Clinics.

a. Background

Genetic counseling is a relatively young profession, with the initial graduate program enrolling students in 1969. Nebraska's first genetic counselor was employed by Children's Hospital in the late 1970s. The Children's Hospital and MMI clinical genetics programs merged in 1986 under the leadership of Bruce Buehler, MD and Warren Sanger, PhD.

MMI genetic counselors were involved in the late 1980s in developing national criteria for genetic counseling programs and genetic counselor competencies. Approximately 15 years ago they were invited to be part of a regional genetic counselor training consortium involving Arkansas, Kansas, Nebraska, and Oklahoma. This group of genetic counselors designed and taught graduate coursework through on-line and video modalities, including courses in medical genetics, cytogenetics and genetic testing, dysmorphism and common genetic syndromes, metabolism, prenatal genetics, and teratology. In 2008 the regional collaborative dissolved and Arkansas and Oklahoma continued as individual programs. MMI genetic counselors continue to teach the teratology course on-line for Arkansas students.

b. Scope of Practice

Genetic counseling is both art and science, involving not only the use of technical genetic knowledge and precise medical diagnosis, but also accurate dissemination of genetic information in a sensitive, empathetic manner. Genetic counselors are licensed and board certified professionals with specialized graduate training in molecular genetics, grief and crisis counseling, and genetic disorders. The practice of genetic counseling involves the application of knowledge pertaining to genetic mechanisms of disease, but also accompanying knowledge and competencies pertaining to psychosocial and ethical issues. Certified genetic counselors are key members of health care teams, skilled in risk assessment, interpretation of genetic test results, and integrating and conveying complex information to patients and health providers. Genetic counselors function in many areas including cancer centers, perinatal centers, internal medicine clinics, pediatric genetics and specialty clinics, and laboratory settings.

c. Workforce Demand

The workforce demand for master's prepared genetics counselors continues to accelerate nationally, commensurate with the tremendous explosion of knowledge in the field of genetics and genetic testing. Factors driving demand include, 1) personalized disease management, 2) emerging specialty areas for genetic counselors (e.g., cancer, cardiovascular, neurologic and genetic disorders), 3) increasing use of genetic testing as a component of high quality care, 4) the increasing number of new genetic tests, and 5) the demographic trend of delayed child-bearing (September 7, 2016 – Final Report: Projecting the Supply and Demand for Genetic Counselors: A Workforce Study, Dobson DaVanzo & Associates).

Projections vary regarding the exact increase in demand for genetic counselors as a result of these factors. The U.S. Department of Labor, Bureau of Labor Statistics projects a national increase in demand of 29% (<https://www.bls.gov/ooh/healthcare/genetic-counselors.htm>) during the decade from 2014-2024, whereas the average growth rate for all occupations is projected at 7%.

According to the *Nebraska 2010-2020 Long-Term Occupational and Industry Projections* report (<https://networks.nebraska.gov/admin/gsipub/htmlarea/uploads/Projections%20Publication.pdf>), the overall category of "Healthcare Practitioners and Technical Occupations" are expected to increase in Nebraska through 2020 by 14.2%, adding 8,516 jobs. No occupation in this category is expected to experience a decline.

For University of Nebraska Board of Regent peer institutions, Big 10 institutions, and universities in contiguous states that offer genetic counselor education programs and report application data (see Table 1), annual applicants far exceed program capacity available, with annual acceptance rates ranging from 3.2% to 12%.

3. Description of the Proposed Program of Study

a. General Information

The professional master's degree in genetic counseling is designed for individuals with backgrounds in genetics, biology, bioethics, and public health with an interest in obtaining a clinically oriented degree. The proposed program leading to the degree Master's in Genetic Counseling is a 57 credit, 24 month (full-time) post-baccalaureate course of study for individuals whose career goals focus on patient care in the field of genetic counseling, genetic testing, public health and bioethics.

b. Accreditation

The College of Allied Health Profession will seek accreditation for the Genetic Counseling Education Program through the Accreditation Counsel for Genetic Counseling (ACGC) www.gceducation.org.

c. Degree Requirements

The curriculum will include both didactic and clinical education in a variety of settings to expose students to evidence-based practice, interprofessional collaboration, patient-centered care, and informatics. The required curriculum includes specialized coursework (see Appendix A), the majority of which is not currently offered through other UNMC programs and will need to be developed and delivered by genetic counselors or other genetics professionals.

d. Practicum Requirements

Of absolute necessity to develop a premier genetic counseling education program is the availability of clinical training sites. The clinical rotation sites available in Omaha offer a variety of exposure and experience to educate students in genetic counseling and these sites offer sufficient volume to provide the number and depth of "core cases" (see ACGC Standard B3.2.2) required for a genetic counseling student to develop the required Practice Based Competencies (see ACGC Standard B1.3). The curriculum will provide students with five integrated clinical education experiences, each exposing the student to different facets of genetic counseling practice, with progressively greater demands for the demonstration of more complex and independent competencies. Clinical partners, availability of clinical services, types of services provided and proposed timing in the curriculum are listed in Appendix B.

e. Program Outcomes

Graduates will have the education and applied research skills to:

- deliver genetic counseling to patients and families in the areas of prevention, and counseling for care and recurrence in disease states across the age continuum;
- apply risk assessment skills to improve disease management for patients and their families in the clinical and research settings;
- become clinical faculty in genetic counseling programs;
- translate research findings generated by other basic and clinical scientists into direct patient care;
- meet accreditation requirements for an entry-level degree in genetic counseling and successfully complete the state licensure examination.

f. Enrollment Projections

Proposed enrollment is based on accreditation standards, available clinical rotation sites, and projected faculty resources, and is congruent with enrollment at University of Nebraska Board of Regent peer institutions, Big 10 institutions, and universities in contiguous states offering genetic counseling education programs (see Table 1). The program proposes to enroll eight students annually for the first two years with an increase to 10 students in year three, for a total ongoing enrollment of twenty students at full implementation.

Table 1: Program Comparisons

University	Credit Hours	Program Length (Months)	Annual Applications	Annual Enrollment	Resident Tuition	Non-Resident Tuition
University of Oklahoma Health Sciences Center	48	21	UNK	5	12,674	33,941
Indiana University Medical Center	47	21	UNK	8	16,316	45,012
University of Nebraska Medical Center	57	24	N/A	8-10	23,256	41,040
University of Colorado Denver	45	21	UNK	6	27,405	53,505
University of Wisconsin-Madison	43	21	188	6	29,856	63,173
University of Cincinnati College of Medicine	70	22	210	11-13	36,170	65,525
University of Minnesota	52	21	100	10	40,600	62,800
Rutgers University [^]	56	22	UNK	5-7	41,340	70,320
University of Maryland School of Medicine	N/A	21	120-140	6-8	42,340	69,858
University of Michigan*	50	20	135	6-8	43,016	86,864
Ohio State University	69	21	UNK	8-10	48,100	97,100
Augustana University**	62	20	UNK	8	49,440	49,440
Northwestern University Medical School	N/A	18	150	14-18	100,848	100,848
UNK = Unknown						
*no tuition/cost for summer semester						
[^] Fall 2017 - first class						
**Fall 2016 - first class						

4. Adequacy of Resources

a. Faculty and Staff

ACGC accreditation requires that a Program Director (or Interim Program Director) and a Medical Director (or Interim Medical Director) be identified before an application for accreditation will be accepted. Funding for 1.75 new FTE positions will be required to administer the program, deliver curricular content, oversee the clinical education component of the program, and provide administrative support for the program. Faculty positions will include 1.0 FTE Program Director (minimum master's degree in genetic counseling) and 0.5FTE Field Work Coordinator (a genetic counselor who would provide teaching instruction). In addition, the program would require a new 0.25 FTE administrative support. The Program Director and administrative support staff would be needed one year prior to admitting the inaugural class to create coursework and complete and submit the accreditation self-study. A medical director must be actively involved in the program and devote a minimum of 0.05 FTE toward program leadership responsibilities. The medical director will be provided through in-kind support from the Munroe-Meyer Institute, as will 0.5 FTE for instructional support. The CAHP will provide an additional in-kind 0.25 FTE for administrative support.

b. Physical Resources

The College of Allied Health Professions will provide the Program Director's office, faculty office space, and student work area/small group meeting space. In this area, faculty and students will have computers, printers and internet access. Conference room space and equipment for distance learning, conference calls

and video conferencing are presently available in Bennett Hall, Wittson Hall, and the Michael F. Sorrell Center for Health Sciences Education. These offices and conference rooms are conducive to work associated with planning, scholarly activities, and student counseling. The CAHP also has research laboratories, classrooms, and graduate student offices in the Center for Healthy Living, as well as laboratory space in Wittson Hall.

The Munroe Meyer Institute has office space for the Program Director when on site, and also office space for the genetic counselor practitioners who will participate in providing curricular instruction. MMI has student work area/small group meeting spaces for students participating in clinical experiences at MMI which offer access to computers, printers, and the internet. In addition, conference room space and equipment for distance learning, conference calls, and video conferencing is available in the main building at 444 S 44th Street. Patient interaction rooms are located in the main building, as well as the MMI clinical facility at 412 Saddle Creek Road, and other contracted sites including, UNMC's Fred and Pamela Buffet Cancer Center, UNMC's Perinatal Center, Methodist Hospital, Methodist Women's Center, Boys Town National Research Hospital, and over 40 clinic sites throughout the state. MMI also research laboratories in the main building and in the Durham Research Tower.

Didactic classes will be held in the state-of-the-art classrooms in Bennett Hall or the Michael F. Sorrell Center for Health Science Education, which also provides ample student interaction space, computer clusters and food services. Classrooms are equipped with all necessary technology for providing synchronous and asynchronous distance education.

c. Instructional Equipment and Information/ Technological Resources

The College of Allied Health Professions will provide a wide range of clinical learning experiences through its partner clinical affiliate sites. These clinical settings (see Appendix B) provide students with adequate opportunities to learn the procedures of their discipline and to complete the competencies required for compliance with program specific accreditation criteria. In addition, affiliation agreements are in place to support other clinical and community practice opportunities within and beyond the Omaha metropolitan area.

In recent years, the CAHP has made significant investments in technology to support the growing demand for distance education, to facilitate curriculum revision, including "flipped classroom" and hybrid delivery models, and to provide students opportunities for hands-on learning through simulation training. Audio visual (AV) and information technology (IT) components in excess of \$875,000 have been purchased and installed in Bennett Hall, Wittson Hall and the Michael F. Sorrell Center for Health Science Education to allow CAHP faculty to devise, deliver and evaluate curricula and best teaching practices for delivery of distance education.

5. Budget Projections for the first five years of the program

The budget for the first five years of the program will be based on a combination of tuition revenue, revenues from auxiliary services from the College of Allied Health Professions and the Munroe Meyer Institute and startup funding provided by several community clinical partners (see Appendix C). At full implementation (year 4) the program will be self-sustaining through tuition revenue. Proposed tuition is congruent with other 2-year master degree level programs currently housed in the College of Allied Health Professions, including the physician assistant and clinical perfusion programs, and compares favorably with tuition at University of Nebraska Board of Regent peer institutions and Big 10 institutions currently offering genetic counseling education programs (see Tables 2 and 3).

6. Avoidance of Unnecessary Duplication

There are currently 36 fully accredited genetic counseling education programs in the United States and 3 accredited programs in Canada (<http://gceducation.org/Pages/Accredited-Programs.aspx>; accessed 12.28.2016). There are no accredited programs in Nebraska and the closest accredited programs are at the University of Colorado Denver (fully accredited) and Augustana University in South Dakota (accredited new program without first graduating class). Six Big-10 universities host accredited educational programs in genetic counseling (see Table 1: Ohio State University, Indiana University, Northwestern University, University of Michigan, University of Minnesota, and the University of Wisconsin).

The College of Allied Health Professions will offer the only professional degree program leading to a Master of Genetic Counseling degree within the University of Nebraska system, and in the State of Nebraska.

7. Consistency with the Comprehensive Statewide Plan for Postsecondary Education

Providing a Master's degree in Genetic Counseling is consistent with the vision and major statewide goals outlined in the Nebraska Coordinating Commission for Postsecondary Education *Comprehensive Statewide Plan for Postsecondary Education (Plan)* (<https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/CompPlan.pdf>.) This proposed program supports a number of the statewide goals and outcomes outlined in the *Plan*, including:

- Nebraska institutions and policymakers will seek methods to increase participation and success in higher education, including low-income and underrepresented populations, and to ensure that access to higher education institutions' programs and services is not restricted by factors such as geographic location, economic status, age, culture, disability, color, national origin, or gender.
- Higher education in Nebraska will be responsive to the workforce development and ongoing training needs of employers and industries to sustain a knowledgeable, trained and skilled workforce in both rural and urban areas of the state.
- Institutions will contribute to the health and prosperity of the people and to the vitality of the state through research and development efforts, technology transfer and technical assistance, and by attracting external funds to support these activities.
- Higher education will serve the state by preparing individuals for productive, fulfilling lives and by developing and nurturing the citizens and future leaders of Nebraska.
- Postsecondary education institutions will assess evolving needs and priorities in a timely manner and will be prepared to change and adopt new methods and technologies to address the evolving needs and priorities of the students and people of Nebraska.
- Each Nebraska institution will fulfill its role and mission in an exemplary manner and will compare favorably with peer institutions.
- Higher education in Nebraska will be effective in meeting the needs of students and the state, will be efficient in its expenditure of the state's resources, and will be accountable for developing and sustaining exemplary teaching, learning, research, and public service.
- Higher education institutions will work as partners with one another and with other entities whenever appropriate to share resources and deliver programs cooperatively to enhance learning opportunities for Nebraska residents.

- Nebraskans will advocate a physical environment for each of its public postsecondary institutions that is supportive of role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is flexible to adapt to future changes in programs and technologies.

APPENDIX A
Proposed Curriculum

Year 1 Fall Semester - 14 credits

Credits	Course Title	Course Content
2	Introduction to Genetic Counseling	<ul style="list-style-type: none"> • History of the profession • Intake and pedigree skills • Ethnic carrier screening • Basic prenatal, pediatric, and cancer genetic counseling concepts
3	Psychosocial Genetic Counseling	<ul style="list-style-type: none"> • Theories of counseling • Interviewing techniques • Psychosocial development • Family dynamics • Dynamics of grief and bereavement • Multicultural sensitivity and competency • Disability awareness • Crisis intervention
3	Molecular Genetics and Genomics I	<ul style="list-style-type: none"> • Cytogenetics • Molecular genetics • Mendelian and non-Mendelian inheritance • Population and quantitative genetics • The basis of human variation and disease susceptibility • Modalities, methods and applications of cytogenetic, molecular and biochemical tests, including new/emerging technologies (e.g. microarray, high throughput screening, whole exome/genome sequencing)
3	Human Reproduction & Embryology	<ul style="list-style-type: none"> • Human reproduction • Normal/abnormal human development • Embryology/developmental genetics
2	Prenatal Genetic Counseling	<ul style="list-style-type: none"> • Current topics in prenatal genetic counseling • Screening and diagnostic testing • Ultrasound findings • Management of high risk patients • Prenatal risk assessment
1	Clinical Observation I	<ul style="list-style-type: none"> • Introduction to clinical genetic counseling practice • Student will observe supervising genetic counselor(s) in a clinical setting • Student will be given opportunities to practice intake and pedigree skills • 1 or 2 observation settings

Year 1 Spring - 15 credits

Credits	Course Title	Course Description
2	Molecular Genetics and Genomics II	<ul style="list-style-type: none"> • Risk assessment • Hemoglobinopathies • Cancer genetics and genomics • Neurogenetics • Personalized Genomic Medicine • Pharmacogenetics & Pharmacogenomics • Use of genetics literature, bioinformatics, and computerized tools
2	Cancer Genetic Counseling	<ul style="list-style-type: none"> • Current topics in cancer genetic counseling • Hereditary cancer syndromes • Management of high risk patients • Hereditary cancer risk assessment models and tools • Psychosocial aspects of cancer risk assessment and counseling • Basic science cancer research, clinical oncology and pathology
3	Principles of Medical Genetics I	<ul style="list-style-type: none"> • Focus on Pediatric Genetics • Clinical features and natural history of a broad range of genetic diseases, complex common disorders and syndromes of unknown etiology • The diagnostic process, including dysmorphology, syndromology, physical assessment, and differential diagnoses • Risk assessment
3	Research Methods	<ul style="list-style-type: none"> • Clinical and laboratory research methodologies and protocols using both quantitative and qualitative methods • Funding and publication topics: grant writing, data analysis, abstract development, preparing a manuscript for publication
3	Ethical Issues in Genetic Counseling	<ul style="list-style-type: none"> • Facilitating informed decision making via informed consent • Patient/subject privacy issues (e.g. HIPAA) • Financial/reimbursement issues • Genetic discrimination and related legislation • Health disparities • Genetic counseling Code of Ethics
2	Clinical Observation II	<ul style="list-style-type: none"> • Introduction to clinical genetic counseling practice • Students will observe supervising genetic counselor in a clinical setting • Building on intake and pedigree skills • Provide basic genetic counseling education, risk assessment • Clinical experiences - 1 or 2

Year 1 Summer – 4 credits

Credits	Course Title	Course Description
4	Novice Clinical Clerkship	<ul style="list-style-type: none"> • Supervised by Genetic Counselor and/or Medical Geneticist • Conduct ~50% of Genetic Counselor role • Case preparation, intake and pedigree skills • Provide basic genetic counseling education, risk assessment • Follow up documentation

Year 2 Fall – 12 credits

Credits	Course Title	Course Description
3	Biochemical Genetics	<ul style="list-style-type: none"> • Review of major metabolic disorders, including their clinical phenotypes, diagnosis, and management • Physiological and laboratory testing principles important to the understanding of these disorders • Psychosocial impact of metabolic disorders and specific genetic counseling approaches will be discussed
2	Principles of Medical Genetics II	<ul style="list-style-type: none"> • Focus on Adult Genetics • Clinical features and natural history of a broad range of genetic diseases, complex common disorders and syndromes of unknown etiology • The diagnostic process, including dysmorphology, syndromology, physical assessment, and differential diagnoses • Risk assessment • Cardiovascular genetics • Psychiatric genetics • Neurogenetics
2	Teratology	<ul style="list-style-type: none"> •
3	Intermediate Clinical Clerkship	<ul style="list-style-type: none"> • Supervised by Genetic Counselor and/or Medical Geneticist • Conduct ~75% of Genetic Counselor role • Case preparation, intake and pedigree skills • Provide basic genetic counseling education, risk assessment, differential diagnosis, discuss testing options • Follow up documentation
2	Capstone Project I	

Year 2 Spring - 12 credits

Credits	Course Title	Course Description
3	Professional Development	<ul style="list-style-type: none"> • CV development • Negotiation techniques • Stress management • ABGC certification exam readiness • Structure and purpose of genetics-related professional societies • Self-care topics to prepare students for the emotional, as well as intellectual, strain of clinical practice
3	Genetic Counseling and the Community	<ul style="list-style-type: none"> • Health and social policy • Community, regional, and national resources • Population-based screening (e.g. newborn screening, carrier screening) • Genetics as a component of public health services • Identification of the genetics educational needs of clients, patients, community and lay groups, students, and health and human service professional • Development of educational tools and materials appropriate to a given audience • Delivery and evaluation of educational tools and materials

3	Advanced Clinical Clerkship	<ul style="list-style-type: none"> • Supervised by Genetic Counselor and/or Medical Geneticist • Conduct 100% of Genetic Counselor role • Case preparation, intake and pedigree skills • Provide basic genetic counseling education, risk assessment, differential diagnosis, discuss testing options • Follow up documentation
3	Capstone Project II	

Total: 57 credits (*Course content may be modified*)

**APPENDIX B:
Clinical Partners & Available Clinical Experiences**

- **UNMC Olson Women's Center**
 - Prenatal Genetic Counseling
 - 5 days per week
 - 1st year & 2nd year option

- **Methodist Women's Hospital**
 - Prenatal Genetic Counseling
 - 5 days per week
 - 1st year & 2nd year option

- **Fred & Pamela Buffett Cancer Center**
 - Cancer Genetic Counseling
 - 5 days per week (multiple locations depending on day of week)
 - F&PBCC main campus
 - Bellevue Medical Center
 - Village Pointe Medical Center
 - 1st year & 2nd year option

- **UNMC Human Genetics Laboratory**
 - Lab Genetic Counseling
 - 5 days per week
 - 2nd year option

- **Methodist Estabrook Cancer Center**
 - Cancer Genetic Counseling
 - 3 days per week
 - 1st year & 2nd year option

- **Munroe Meyer Institute**
 - Pediatric Genetic Counseling
 - FAS Clinic
 - Down syndrome Clinic
 - 2 days per week
 - 1st year, Summer, or 2nd year option

- **UNMC Clinic Midtown**
 - Adult Genetic Counseling
 - 1 day per week
 - 1st year or 2nd year option

- **Children's Hospital Specialty Pediatrics Center**
 - Metabolism Clinic (1 day per week)
 - Children's Developmental Clinic (1 day per week)
 - Pediatrics Genetic Clinic (1 day per week)
 - Bone Clinic (1 day per week)
 - Autism Clinic (1 day per week)
 - 1st year, Summer, or 2nd year option

- **Teratogens & Outstate Genetics Clinics**
 - Per special arrangement
 - 14 per year

APPENDIX C
Financial Commitment from Community Partners

Institution	Amount*
Nebraska Medicine	\$150,000
Children's Hospital & Medical Center	\$150,000
Blue Cross Blue Shield of Nebraska	\$150,000
Methodist Health System	\$50,000
Boys Town National Research Hospital	\$50,000
*Total commitment listed; to be dispersed over the first five years of the program	

May 11, 2017

Jeffrey P. Gold, MD
Office of the Chancellor
WH 5001
ZIP 6605

Dear Chancellor Gold:

I am writing to seek your approval of a Master's Degree in Genetic Counseling program in the College of Allied Health Professions (CAHP). The program has been planned and would be created if approved through a unique partnership between the CAHP and the Munroe Meyer Institute (MMI), designed to capitalize on the strengths of the two UNMC units.

The professional master's degree in genetic counseling is designed for individuals with backgrounds in genetics, biology, bioethics, and public health with an interest in obtaining a clinically oriented degree. The proposed program leading to the degree is a 57 credit, 2-year (full-time) course of study for individuals whose career goals focus on patient care in the field of genetic counseling, genetic testing, public health and bioethics.

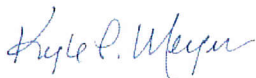
The program would be housed in the CAHP as the degree-granting unit. The academic strength and existing infrastructure of the CAHP will allow for incremental expansion of educational and administrative services, including, but not limited to, student recruitment and admissions services, academic support services, and a variety of administrative services (e.g., budgetary, research, personnel, travel, affiliation agreements, and accreditation). MMI currently houses the UNMC clinical genetics division which includes genetic counselors and medical geneticists. This division provides clinical genetic services for the majority of the State of Nebraska through satellite clinics, contracts and consultative services with most hospitals in Omaha. MMI would offer the clinical network and content expertise to provide some teaching and student counseling for the proposed new program, resulting in the need to hire only two additional FTE to establish the program.

Outside financial commitments have also been secured from five community partners totaling \$550,000 to be dispersed over the first five years of the program until revenue from enrollment will sustain the program.

I appreciate your consideration of this request. If approved by you, a letter of support will need to be sent to Provost Fritz. It will then go on the Council Academic Officers (CAO) agenda.

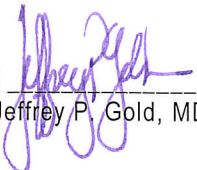
Thank you for your consideration.

Sincerely,



Kyle P. Meyer, PhD, PT, FASAHP
Dean

Approved



Jeffrey P. Gold, MD, Chancellor UNMC & UNO

Date

5-12-17

cc: H. Dele Davies, MD, Vice Chancellor for Academic Affairs, UNMC
Karoly Mirnics, MD, PhD, Director, Munroe Meyer Institute

June 20, 2017

Susan M. Fritz

Executive Vice President and Provost
3835 Holdrege
Lincoln NE 68583

Dear Provost Fritz,

This letter is to confirm the role of the Munroe-Meyer Institute (MMI) for Genetics and Rehabilitation in the proposed Genetic Counselor (GC) Education Program. We are co-sponsors of the Program with the College of Allied Health Professions (CAHP), and together with CAHP, we are well positioned to achieve the goals of our joint application.

Some of the relevant facts in this regard are:

- We have been training genetic counselors for U of Arkansas for years. Thus, the listed practicum training sites are already well established.
- The listed training sites in the program proposal are fully dependent on MMI personnel, as the service providers at these sites are the MMI-employed GCs.
- > 90 % of genetic counselors in Nebraska are employed by MMI.
- We currently employ seven (7) genetic counselors, are in a process of recruiting three (3) more.
- We are contracting GC time to Children's Hospital, Nebraska Medicine and the Buffet Cancer Center, Methodist Hospital and other health systems. They do not directly employ genetic counselors.
- The demand is always greater than the availability of the GC time. This is one of the reasons that we were able to finance the start of the GC program with funds from our community partners.

We want to emphasize that establishing this program is "vital" for our community partners, our patient population and us. As a result, this is one of the main MMI strategic priorities (see MMI UNEPLAN initiatives), and we are fully committed to the success of this program.

Sincerely yours,



Karoly Mirnics, MD, PhD
Director and Hattie B. Munroe Professor
Munroe-Meyer Institute for Genetics and Rehabilitation



University of Nebraska Medical Center
985450 Nebraska Medical Center | Omaha, NE 68198-5450
402.559.5702 | fax 402.559.5737



1919 Aksarben Drive
P.O. Box 3248
Omaha, NE 68180-0001
nebraskablue.com

Karoly Mirnics, MD, PhD, Director, Munroe Meyer Institute
Kyle Meyer, PhD, PT, Dean, College of Allied Health Professions
984000 Nebraska Medical Center
Omaha, NE 68198-4000

March 29, 2017

Dear Drs. Mirnics and Meyer:

I am writing to offer my strong endorsement and support for your collaborative proposal to create a genetic counselor education program. As the chief medical officer of payer that will become increasingly reliant on the expertise of genetic counselors to ensure our members receive the most appropriate care, I can attest to both the value of, and the increasing demand for these services.

As no genetic counselor education program exists in Nebraska, we have long shared your vision of creating such a program to ensure that Nebraska's health care institutions and citizens have access to the highest quality, state-of-the-art genetic counseling services. Blue Cross and Blue Shield of Nebraska will no doubt benefit from a strong genetic counselor workforce, and I offer our facility as a training opportunity for future students of the program.

It is our intent to commit a total of \$150,000 to be dispersed over the next five years. Blue Cross and Blue Shield of Nebraska is pleased to be a part of this innovative public-private partnership to assist in the initial start-up funding of the program.

Again, my thanks for your leadership in this initiative. I look forward to working with you both, and am pleased to partner with you and other members of the community to ensure this vision becomes a reality.

Sincerely,

A handwritten signature in black ink, appearing to read "Deb Esser".

Deb Esser MD, MMM, FAAFP
CMO and VP Medical Management
BCBS of Nebraska
1919 Aksarben Drive
Omaha, NE 68180
402.982.7607



March 28, 2017

Karoly Mirnics, MD, PhD, Director, Munroe-Meyer Institute
Kyle Meyer, PhD, PT, Dean, College of Allied Health Professions
984000 Nebraska Medical Center
Omaha, NE 68198-4000

Dear Drs. Mirnics and Meyer:

I am writing to offer my strong endorsement and support for your collaborative proposal to create a genetic counselor education program. As President & CEO of an institution that relies on the services of genetic counselors, I can attest to both the value of, and the increasing demand for these services.

As no genetic counselor education program exists in Nebraska, I applaud your vision to create such a program to ensure that Nebraska's health care institutions and citizens have access to the highest quality, state-of-the-art genetic counseling services. Children's Hospital & Medical Center will no doubt benefit as an employer of your graduates, and I offer our current clinical services as training opportunities for future students of the program.

In addition, on behalf of Children's Hospital & Medical Center please accept this letter as formal pledge of a total financial commitment of \$150,000, to be dispersed over the next five years. Children's Hospital & Medical Center is pleased to be a part of this innovative public-private partnership to assist in the initial start-up funding of the program.

Again, my thanks for your leadership in this initiative. I look forward to working with you both, and am pleased to partner with you and other members of the clinical community to ensure this vision becomes a reality.

Sincerely,



Richard G. Azizkhan, MD, PhD (Hon)
President & CEO

June 26, 2017

Karoly Mirnics, MD, PhD, Director Munroe-Meyer Institute
Kyle Meyer, PhD, PT, Dean, College of Allied Health Professions
984000 Nebraska Medical Center
Omaha, NE 68198-4000

Dear Drs. Mirnics and Meyer,

I am writing to offer my endorsement and support for your collaborative proposal to create a Genetic Counselor Education program. Methodist relies on the services of genetic counselors. I can attest to both the value of and the increasing demand for their services.

As no genetic counselor education program currently exists in Nebraska, I applaud your vision to create such a program to ensure that Nebraska's health care institutions and citizens have access to the highest quality, advanced genetic counseling services. Methodist will no doubt benefit as an employer of your graduates, and I commit our current clinical services as training opportunities for students of the program.

Again, thank you for your leadership in this initiative. I look forward to working with you both to ensure the success of this very important program.

Sincerely,



Josie Abboud
Executive Vice President & COO
Nebraska Methodist Hospital

**TABLE 2: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
Masters in Genetic Counseling at UNMC**

	(FY2018) Year 1		(FY2019) Year 2		(FY2020) Year 3		(FY2021) Year 4		(FY2022) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Personnel¹											
Faculty	1	\$112,693	1.3	\$136,962	1.5	\$162,585	1.5	\$167,463	1.5	\$172,486	\$752,189
Professional											\$0
Graduate assistants											\$0
Support staff	0.35	\$21,908	0.35	\$22,565	0.5	\$33,203	0.5	\$34,199	0.5	\$35,225	\$147,100
Subtotal	1.35	\$134,601	1.65	\$159,527	2	\$195,788	2	\$201,662	2	\$207,711	\$899,289
Operating²											
General Operating		\$44,399		\$66,253		\$50,826		\$82,684		\$80,479	\$324,641
Equipment		\$25,000		\$27,000		\$22,000					\$74,000
Other: Bldg.		\$51,000		\$59,000		\$51,000		\$0		\$0	\$161,000
Subtotal		\$120,399		\$152,253		\$123,826		\$82,684		\$80,479	\$559,641
Total Expenses³		\$255,000		\$311,780		\$319,614		\$284,346		\$288,190	\$1,458,930

¹ Salaries and benefits for 1.5 FTE faculty and .5 FTE staff support by year 4. Salaries are based on similar roles on campus, and benefits are based on the current campus negotiated benefit rates.

² Operating expenses in the initial years include classroom technology and equipment, building retrofit, accreditation fees, office furnishings, program marketing and recruiting, etc. Beginning in year 5, operating expenses are calculated as 25% of salaries and benefits, which is the typical CAHP experience.

³ All expenses inflated at 3% per year.

TABLE 3: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
Masters in Genetic Counseling at UNMC

	(FY2018) Year 1	(FY2019) Year 2	(FY2020) Year 3	(FY2021) Year 4	(FY2022) Year 5	Total
Existing Funds ¹	\$70,000	\$65,000	\$55,000	\$0	\$0	\$190,000
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ²		\$91,780	\$179,614	\$209,345	\$238,191	\$718,930
Community/Clinical ³	\$185,000	\$155,000	\$85,000	\$75,000	\$50,000	\$550,000
Total Revenue	\$255,000	\$311,780	\$319,614	\$284,345	\$288,191	\$1,458,930

¹ Source of funds: Munroe Meyer Institute will contribute a total of \$130,000 over the first three years of the program from existing fee for service contract revenue. College of Allied Health Professions will contribute a total of \$60,000 over the first three years also from existing fee for service contract revenues.

² Tuition rate is based on the AY18 differential tuition rate for the Physical Therapy program of \$408 per credit hour, approved by the President in December 2016, and inflated at 3% annually, resulting in a rate of \$420 for the entering class 2019. Enrollment is projected at 8 students in years one (FY19) and two (FY20), 10 students thereafter. First year students take 30 credit hours and second year students take 27 credit hours. Remissions are estimated at the CAHP average rate of 9%. Because course fees are a pass-through, the associated expenses and revenues are not included in the model. (See table below for breakdown.)

³ Financial commitment from community partners detailed as follows: Nebraska Medicine \$150,000; Children's Hospital and Medical Center \$150,000; Blue Cross Blue Shield of Nebraska \$150,000; Methodist Health System \$50,000; and Boys Town National Research Hospital \$50,000. Total commitment is to be dispersed over the first five years of the program.

Genetic Counseling							
Program Tuition			2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
	Credit Hours			420	433	446	459
First Yr	30			12,607	12,985	13,375	13,776
Second Yr	27				11,687	12,037	12,399
	Enrollment						
	First Yr	Second Yr					
2017-2018	0	0					
2018-2019	8	0		100,858			
2019-2020	8	8			197,378		
2020-2021	10	8				230,050	
2021-2022	10	10					261,748
Remissions at 9%				(9,077)	(17,764)	(20,704)	(23,557)
Net Tuition				91,780	179,614	209,345	238,191
Inflation rate	1.03						

TO: The Board of Regents
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Bond Financing for LB957 Phase I Projects

RECOMMENDED ACTION: Approve the attached Resolution relating to the LB957 Projects (the Projects) which (1) approves the issuance of not to exceed \$200,000,000 principal amount of Facilities Bonds, in one or more Series (LB957 Bonds) by the University of Nebraska Facilities Corporation pursuant to, in each case, a Bond Resolution (2) authorizes the execution and delivery of a Financing Agreement, a Continuing Disclosure Undertaking, a Tax Compliance Agreement, an Amended and Restated Depository and Disposition Agreement, an Inducement Letter, and a Preliminary Official Statement, in connection with such Bonds (3) authorizes the sale of such Bonds at a negotiated sale pursuant to a Bond Purchase Agreement and authorizes the Senior Vice President for Business and Finance | CFO to determine interest rates (not to exceed a true interest cost of 3%), principal amounts, principal maturities and redemption provisions of such Bonds, and (4) approving the preparation and use of a Final Official Statement. The Resolution permits, however, the President to approve increasing the maximum permitted true interest cost by up to ~~1%-.5%~~ and corresponding principal amount, if market and related conditions require.

PREVIOUS ACTION: October 23, 2009 – The Board approved a resolution authorizing issuance of not to exceed \$60,000,000 of University of Nebraska Facilities Corporation bonds and related agreements relating to the second phase of LB605 projects.

EXPLANATION: Facilities are vitally important in creating a competitive university and greatly enhances the efforts of faculty and staff in meeting the University’s teaching, research and outreach missions. State-of-the-art facilities also are key in recruitment and retention of faculty, students and staff. Accordingly, facilities construction, replacement, renovation and modernization are strategic priorities of the Board of Regents, the President and all associated with the University.

The Governor and Legislature recognized the need to assist and partner with the University in meeting the facilities challenge, passing and signing LB957 during the 104th Legislature, Second Session in 2016.

LB 957 does not restrict the number of financing arrangements for the facilities projects. The proceeds from these issues would then be utilized for the building projects named in the statute: Otto Olson and an Early Childhood Development Center at UNK; Strauss Performing Arts, FDR, and Arts & Sciences Hall at UNO; Wittson and Williams Halls at UNMC; and Mabel Lee, Scott, and Nebraska Halls at UNL.

The LB957 bonds are backed by \$11 million in appropriations and \$11 million of University funding. The University's \$11 million commitment is met through \$11 million of tuition revenues that have been earmarked through the LB605 and LB1100 programs that similarly addressed facilities replacement and renovation.

When the second series of LB605 bonds (originally the 2006 series) have been fully paid off in mid-2020, as anticipated from the outset of LB605 planning, the full \$22 million will be pledged to the LB957 issues. Until that time, the LB957 bonds, while having parity with the LB605 bonds, will be interest only.


The first phase of LB957 bond marketing is targeted for the fall of 2017 with initial sizing likely to approximate \$91,000,000. However, with fixed-rate tax exempt debt markets at attractive rates, it is prudent to obtain Board approval limits at this time, encompassing the entirety of the program, allowing management to place the debt into the marketplace as deemed most advantageous.

The University of Nebraska Facilities Corporation bonds funding the first phase will be issued with a final maturity up to thirteen years.

PROJECT COST:	Proposed Size of Issue	\$200,000,000
	Cushion for Interest Rate Changes and OID/OIP	(9,000,000)
	Costs of Issuance, Rounding	<u>(3,000,000)</u>
	Net Deposit to Construction Funds	<u>\$188,000,000</u>

SOURCE OF FUNDS: State appropriation
University cash funds

SPONSOR: David E. Lechner
Senior Vice President for Business & Finance | CFO

RECOMMENDED: 
Hank M. Bounds
President

DATE: July 14, 2017

RESOLUTION

I.

BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (the “**Board**”) that the Financing Agreement between the Board and the University of Nebraska Facilities Corporation (the “**Corporation**”) dated the date determined jointly by the Senior Vice President | CFO of the Board and the Secretary/Treasurer of the Corporation (the “**Financing Agreement**”) with respect to financing a portion of the deferred maintenance projects of the Board authorized by Legislative Bill 957, One Hundred Fourth Legislature, Second Session (collectively, the “**Project**”), in the form attached hereto as **Exhibit A** and made a part hereof by reference, is hereby approved, adopted, ratified and affirmed together with such changes, additions, deletions or modifications as the Chair of the Board, University counsel and bond counsel shall approve as being in the best interests of the Corporation.

II.

BE IT FURTHER RESOLVED BY THE BOARD that the issuance, sale and delivery by the Corporation of its Facilities Bonds, in one or more series, in an aggregate principal face amount not to exceed \$200,000,000, dated the date or dates determined by the Secretary/Treasurer of the Corporation (the “**Bonds**”), together with the terms and provisions of the Bond Resolution dated the date determined by the Secretary/Treasurer of the Corporation adopted by the Board of Directors of the Corporation (the “**Bond Resolution**”), a copy of which is attached hereto as **Exhibit B** and pursuant to which the Bonds will be issued, are hereby approved, adopted, ratified and affirmed together with such changes, additions, deletions or modifications as the Chair of the Board, University counsel and bond counsel shall approve as being in the best interests of the Board and the University of Nebraska, which approval may be signified by execution and delivery of the Financing Agreement. On behalf of the Board, the Senior Vice President | CFO is hereby authorized and directed to approve the aggregate principal face amount of Bonds to be issued (not to exceed \$200,000,000) and the number of series, designation, principal maturities, interest rates and

redemption provisions thereof and to take all necessary actions and execute all necessary documents to effect the sale of the Bonds.

III.

BE IT FURTHER RESOLVED BY THE BOARD that the Senior Vice President | CFO is hereby authorized and directed to approve the sale of each series of Bonds by negotiated sale at a true interest cost not to exceed three percent (3.0%) to Ameritas Investment Corp. (the “**Underwriter**”) pursuant to (a) a Bond Purchase Agreement between the Corporation and the Underwriter and (b) an Inducement Letter from the Board to the Corporation and the Underwriter, each dated the date determined jointly by the Senior Vice President | CFO of the Board and the Secretary/Treasurer of the Corporation, in substantially the forms entered into in connection with the Corporation’s \$59,010,000 Building Bonds (UNMC Global Center Project), Series 2017 (the “**Prior Financing**”), respectively, and made a part hereof by this reference, which Bond Purchase Agreement and Inducement Letter are hereby adopted, ratified, affirmed and approved, together with such changes or modifications as the Chair of the Board, University counsel and bond counsel shall approve as being in the best interests of the Board and the University of Nebraska. Notwithstanding the foregoing or anything in this Resolution to the contrary, should the true interest cost or the maximum aggregate face amount of the Bonds set forth above be unattainable on the proposed sale date of the Bonds, the Senior Vice President | CFO shall consult with the President of the University about the tentative results of the sale. The President, in consultation with the Chair of the Board, considering such factors as the repayment source, project schedule, financing necessity, interest rate markets and tax restrictions, may approve increasing the maximum permitted true interest cost of the Bonds by up to ~~1%-5%~~ and the correlating maximum aggregate face amount of the Bonds. Any such approval by the President shall be confirmed by certificate to be included in the Bond transcript and reported at the next Board meeting.

IV.

BE IT FURTHER RESOLVED BY THE BOARD that the Preliminary Official Statement of the Corporation with respect to the Bonds, dated the date determined jointly by the Secretary/Treasurer of the Corporation and the Senior Vice President | CFO of the Board in substantially the form of the Preliminary

Official Statement related to the Prior Financing, together with such changes or modifications as the Chair of the Board, University counsel and bond counsel shall approve as being in the best interests of the University of Nebraska, and the final Official Statement to be dated as of the date of sale with respect to the Bonds, which final Official Statement shall include the terms of the Bonds, are hereby approved and authorized for delivery to the purchasers of the Bonds.

V.

BE IT FURTHER RESOLVED BY THE BOARD that (a) the Tax Compliance Agreement dated the date determined jointly by the Senior Vice President | CFO of the Board and the Secretary/Treasurer of the Corporation among the Board, the Corporation and the Trustee named in the Bond Resolution (the “Trustee”) to satisfy the requirements of Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder with respect to the Bonds in substantially the form entered into in connection with the Prior Financing, and (b) the Continuing Disclosure Undertaking dated the date determined by the Senior Vice President | CFO of the Board to satisfy the requirements of Rule 15c2-12 of the Securities and Exchange Commission with respect to the Bonds, each in the respective forms entered into in connection with the Prior Financing, are each hereby approved, adopted, ratified and affirmed, together with such changes, additions, deletions or modifications and the Chair of the Board, University counsel and bond counsel shall approve as being in the best interests of the University.

VI.

BE IT FURTHER RESOLVED BY THE BOARD that the Senior Vice President | CFO of the Board is hereby authorized to negotiate, approve and finalize, a Depositary and Disposition Agreement (or an Amendment to an existing Depositary and Disposition Agreement, as deemed appropriate or necessary by the Senior Vice President | CFO of the Board) between the Board and the State of Nebraska acting through the Department of Administrative Services. Any officer or official of the Board is hereby authorized to execute and deliver such Depositary and Disposition Agreement in connection with the issuance of the Bonds on behalf of the Board.

VII.

BE IT FURTHER RESOLVED BY THE BOARD that the officers of the Board and the officials of the Board, or any of them, be, and they hereby are, and each of them hereby is, authorized and directed to take any and all action including the execution of all papers, certificates, receipts and documents, they or any of them may deem necessary or desirable to effectuate, in accordance with the terms of this Resolution the delivery of and payment for the Bonds.

VIII.

BE IT FURTHER RESOLVED BY THE BOARD that all actions heretofore taken for or on behalf of, or in the name of the Board, by any of the members or officers thereof or by any officers of the Board with respect to the authorization or offering for sale of the Bonds are hereby validated, ratified and confirmed.

TO: The Board of Regents Addendum IX-B-2
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: NU Enterprise Agreement for Palo Alto

RECOMMENDED ACTION: Approve entering into a three-year enterprise agreement for hardware maintenance and software subscriptions for Palo Alto security appliances

PREVIOUS ACTION: None

EXPLANATION: The University of Nebraska started investing in Palo Alto firewall technologies in late 2014. Today, OneIT, UNMC and their healthcare partner Nebraska Medicine, and Wayne State College are all using Palo Alto appliances based on individual agreements and through multiple partners/resellers.

This enterprise agreement gives the University and the State College System the opportunity to standardize its security profile on a common technology solution. Palo Alto is considered a market leader in this area as identified by Gartner.

Section 6.2.1.6 (e) of the *Policies of the Board of Regents* provides that “competitive bidding shall not be required for the following types of purchases: 1) Purchase of unique or non-competitive articles or services. Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are...specially designed business....related software.”

Palo Alto meets the unique and non-competitive criterion in several ways:

- 1) This agreement allows for additional hardware purchases by NU and NSCS campuses over the term of the agreement with no additional maintenance or software subscription costs.
- 2) Consolidating on a standard firewall solution:
 - improves the overall information security posture,
 - delivers immediate and future cost savings,
 - provides efficiencies in terms of training and support, and
 - allows us to leverage our overall spend with the manufacturer and their identified partner.

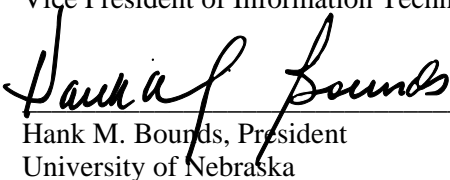
The three-year cost represents a \$340,000 savings over the prior licensing model.

The Enterprise Agreement for Palo Alto was reviewed and recommended for approval by the Business Affairs Committee. NSCS’s participation will be decided by the State College Board of Trustees.

PROJECT COST: \$1,534,680 (three-year cost)

SOURCE OF FUNDS: State Aided Funds, Revolving Funds, NSCS Funds

SPONSOR: Mark Askren
Vice President of Information Technology, CIO

RECOMMENDED: 
Hank M. Bounds, President
University of Nebraska

DATE: June 23, 2017

Enterprise Agreement

This Enterprise Agreement supplements the [End User License Agreement](#) which accompanies every Palo Alto Networks product/service. Through its signature below, the Board of Regents of the University of Nebraska, a public body corporate (the “End User”) agrees that the terms below govern purchase of Palo Alto Networks’ Enterprise Agreement.

In conjunction with the use & deployment of Palo Alto Networks firewalls, Palo Alto Networks offers Enterprise Agreements, akin to a “fixed-price, all-you-can-eat” arrangement, to help organizations obtain collateral offerings such as firewall subscriptions, support & maintenance, software licenses, etc. Having an Enterprise Agreement in place simplifies the purchasing, renewal, and deployment process, and provides organizations with a more efficient means of managing its network security expense. The benefits associated with each of the three types of Enterprise Agreements offered are described below.

The term of this Enterprise Agreement shall run 1, 3 or 5 years as specified on the Quote (“Term”). Following expiration of the one, three, or five-year term, a new Enterprise Agreement must be purchased based on the End User’s then-current and forecasted (future) firewall product installations. Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the Palo Alto Networks End-of-Life Policy: <https://www.paloaltonetworks.com/services/support/end-of-life-announcements/end-of-life-policy>.

Please select as applicable (“X”):

SUBSCRIPTIONS ENTERPRISE AGREEMENT FOR HARDWARE (“SUB-ELA”).

When purchased, the Sub-ELA entitles End User, throughout the duration of the Term, to the following four subscription-based products:

1. Threat Prevention
2. PAN-DB URL Filtering
3. Wildfire
4. GlobalProtect Gateway

for use in conjunction with *all* Palo Alto Networks hardware-based firewalls *existing within End User’s organization*. If End User purchases additional hardware-based firewalls during the Term, End User must pay for the additional hardware & support, but the four subscription-based products are provided *at no additional charge*. There is no limit on the number of hardware-based firewalls that the foregoing benefit applies to as long as such firewalls are purchased within the Term.

Limitations: This Sub-ELA does not apply to: (a) hardware acquired via merger, acquisition, asset purchase or the like during the Term; (b) M-Series and WF-500 appliances; and (c) software licenses such as Panorama central management software, VM-Series, GlobalProtect Portal, Traps endpoint protection, AutoFocus or Aperture.

ENTERPRISE SUPPORT AGREEMENT FOR HARDWARE (“ESA”).

When purchased, the ESA entitles End User, throughout the duration of the Term, to support and maintenance for its Palo Alto Networks hardware-based firewalls. If End User purchases additional hardware-based firewalls during the Term, End User must pay

for the additional hardware and hardware subscriptions (if no Subscriptions ELA is in place), but support and maintenance are provided *at no additional charge*. There is no limit on the number of hardware-based firewalls or hardware appliances that this ESA applies to as long as they are purchased within the Term and registered to End User's account within the Palo Alto Networks support portal. ESA customers are covered by Premium-level Support for all hardware including M-Series and WF-500 appliances. U. S. Government-level support program is also available for End Users that qualify as U.S. Government entities.

Limitations: This ESA does not apply to: (a) hardware acquired via merger, acquisition, asset purchase or the like during the ELA term; (b) hardware managed outside of End User's account within the Palo Alto Networks support portal; (c) hardware that End User has designated to be managed by a third party (aka "backline support"); (d) hardware that End User has designated for 4-hour, same-day support; (e) inactive hardware that End User has intentionally let lapse from support and chosen not to renew; and (f) software licenses such as Panorama central management software, VM-Series, GlobalProtect, Traps endpoint protection.

Notwithstanding the language in paragraph 8.6 of the EULA and 10.8 of the Global Customer Support Services Terms and Conditions, in the event of any conflict between this Enterprise Agreement and the EULA or Global Customer Support Services Terms and Conditions, this Enterprise Agreement shall take precedence, but only with respect to End User's purchase(s) set forth herein.

Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), the End User is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Palo Alto Networks to notify the End User of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition, Palo Alto Networks agrees to defend any challenge to such redactions at its own expense. Redactions will be provided by Palo Alto Networks in a manner specified by the End User.

This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Nebraska, without regard to its conflict of law provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

Palo Alto Networks and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

Palo Alto Networks Inc. warrants and represents that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs

in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). Palo Alto Networks further agrees that should it be included on the Debarment List at the time the contract is signed, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the End User and Palo Alto Networks. Palo Alto Networks shall immediately notify the End User of any change in the status of the certification and warranty set forth in this section.

In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Palo Alto Networks agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. Moreover, neither the Parties nor their agents shall, in the performance of this Agreement, discriminate or permit discrimination against any employee, student, or other member of the End User community in violation of federal or state laws or local ordinance.

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

PALO ALTO NETWORKS

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date of Signature:

Date of Signature:

Address (for notices):

Address (for notices):

University of Nebraska
Office of the Vice President and General Counsel
3835 Holdrege Street
Lincoln, NE 68583-0745

4401 Great America Pky
Santa Clara, CA 95054





END USER LICENSE AGREEMENT (“EULA”)

PLEASE READ CAREFULLY

THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY (IN ANY CAPACITY REFERRED TO HEREIN AS “END USER”, “YOU” or “YOUR”) AND (I) PALO ALTO NETWORKS, INC., A DELAWARE CORPORATION WITH OFFICES AT 4401 GREAT AMERICA PARKWAY, SANTA CLARA, CALIFORNIA 95054 UNITED STATES, (II) PALO ALTO NETWORKS (NETHERLANDS) B.V., A COMPANY FORMED UNDER THE LAWS OF THE NETHERLANDS, WITH OFFICES AT OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM-ZUIDOOST, OR (III) ANY OTHER PALO ALTO NETWORKS AFFILIATE (COLLECTIVELY, “PALO ALTO NETWORKS”).

THIS EULA GOVERNS YOUR USE OF THE PALO ALTO NETWORKS HARDWARE (“HARDWARE”), ANY SOFTWARE THAT IS INCLUDED IN THE HARDWARE AND ANY STANDALONE SOFTWARE THAT IS PROVIDED WITHOUT HARDWARE FOR USE ON YOUR HARDWARE INCLUDING VIRTUAL MACHINE (“VM”) SOFTWARE OR ENDPOINT SOLUTIONS (“ENDPOINT”) (COLLECTIVELY, “SOFTWARE”), ANY SOFTWARE-AS-A-SERVICE (SaaS), SUBSCRIPTION-BASED SERVICES INCLUDING, BUT NOT LIMITED TO, WILDFIRE, GLOBALPROTECT, URL FILTERING, AND THREAT PREVENTION (“SUBSCRIPTION SERVICES”), OR A COMBINATION OF THE FOREGOING, ALL COLLECTIVELY REFERRED TO HEREIN AS “PRODUCTS”, UNLESS YOU AND PALO ALTO NETWORKS HAVE EXECUTED A SEPARATE EULA IN WRITING, SIGNED BY BOTH PALO ALTO NETWORKS AND YOU WHICH EXPRESSLY SUPERSEDES THIS EULA.

BY OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE PRODUCTS, YOU ARE EXPRESSLY AND EXPLICITLY ACKNOWLEDGING AND AGREEING THAT THIS IS A BINDING EULA AND YOU HEREBY AGREE TO THE TERMS OF THIS EULA.

IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, DO NOT OPERATE, DOWNLOAD, INSTALL, REGISTER OR OTHERWISE USE THIS PRODUCT.

PALO ALTO NETWORKS MAINTENANCE AND SUPPORT SERVICES ARE NOT GOVERNED BY THIS EULA, AND ARE GOVERNED BY A SEPARATE GLOBAL SUPPORT SERVICES TERMS AND CONDITIONS (“EUSA”) FOUND AT

https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/support/global-customer-support-services-terms-conditions.pdf

1. LICENSE GRANT AND RESTRICTIONS.

- 1.1 **Software License Grant.** Subject to the terms and conditions of this EULA, Palo Alto Networks grants to End User a non-exclusive license to (i) use the Software solely as part of the Hardware with which the Software is delivered, or (ii) in accordance with the published specifications. The Software is solely for End User’s internal business purposes unless otherwise agreed to with Palo Alto Networks in a separate written agreement. All other rights in the Software are expressly reserved by Palo Alto Networks.
- 1.2 **Subscription Services Limited Right to Use.** Palo Alto Networks grants to End User the limited right to use the Subscription Services solely in connection with the Hardware and/or Software and solely for End User’s internal business purposes.
- 1.3 **License Restrictions.** End User shall maintain the Products in strict confidence and shall not: (a) except in accordance with Palo Alto Networks license transfer procedure (<https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html>), sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Products, or make the functionality of the Products available to any other party (excluding contractors or other third party providing IT services to Customer) through any means (unless otherwise permitted in writing by Palo Alto Networks as expressly agreed to in a separate Managed Security Services Provider agreement), including, without, limitation, by uploading the Software or Subscription Services to a network or file-sharing service or through any hosting, application services provider, service bureau or other type of services; (b) modify, translate or create derivative works based on the Software or Subscription Services, in whole or in part, or permit or authorize a third party to do so; (c) disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code of the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by applicable law in the jurisdiction of use



notwithstanding this prohibition; (d) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that End User runs (or has run on its behalf by a third party) on the Products; (e) duplicate the Software except for making a reasonable number of archival or backup copies, provided that End User reproduces on or in such copies the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to End User.

1.4 Affiliates. If End User purchases the Product for use by any End User Affiliate (defined below), End User shall: (a) provide each such End User Affiliate with a copy of this EULA; (b) ensure that each such End User Affiliate complies with the terms and conditions therein; and (c) be responsible for any breach of these terms and conditions by any such End User Affiliate. For purposes of this EULA, "Affiliate" means any entity that Controls, is Controlled by, or is under common Control with End User or Palo Alto Networks, as applicable, where "Control" means ownership, directly or indirectly, of 50% or more of the voting interest of End User or Palo Alto Networks, as applicable.

2. OWNERSHIP.

The Software and Subscription Services are licensed, not sold. Palo Alto Networks and its suppliers, as applicable, retain all right, title, interest and ownership of the Software and Subscription Services, including copyrights, patents, trade secret rights, trademarks and any other intellectual property rights therein. End User shall not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Software and Subscription Services or related documentation as delivered to End User. To the extent you provide any suggestions or comments related to the Products to Palo Alto Networks or its authorized third party agent, Palo Alto Networks shall have the right to retain and use any such suggestions or comments in current or future products or services, without your approval or further compensation to you.

3. TERM; TERMINATION; AND EFFECT OF TERMINATION.

This EULA is effective until terminated. End User's rights under this EULA will terminate immediately without notice from Palo Alto Networks if End User fails to comply with or breaches any provision of this EULA. End User may terminate this EULA upon written notice to Palo Alto Networks. Upon termination, End User shall destroy all copies of Software and documentation and cease to use any Subscription Services and/or Hardware.

4. WARRANTY, EXCLUSIONS AND DISCLAIMERS.

4.1 Warranty. Palo Alto Networks warrants that, under normal authorized use (a) the Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment; and (b) the Software will substantially conform to Palo Alto Networks' published specifications for three (3) months from the date of shipment. As End User's sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for End User's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. End User will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for shipment of repaired or replacement Products back to End User.

4.2 Exclusions. The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to: (i) repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized third party; (ii) accident, negligence, abuse or misuse of a Product; (iii) use of the Product other than in accordance with Palo Alto Networks' specifications; (iv) improper installation or site preparation or any failure by End User to comply with environmental and storage requirements for the Product specified by Palo Alto Networks, including, without limitation, temperature or humidity ranges; or (v) causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

4.3 Disclaimers. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND AS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE HARDWARE, SOFTWARE AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCT WILL MEET END



USER'S REQUIREMENTS, (II) USE THEREOF SHALL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE HARDWARE, SOFTWARE OR SUBSCRIPTION SERVICES WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

5. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL PALO ALTO NETWORKS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS EULA, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL PALO ALTO NETWORKS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO PALO ALTO NETWORKS FOR THE PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING FROM DEATH OR BODILY INJURY. End User agrees that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this EULA and that the purchase price and fees charged to End User would be substantially higher without such limitations.

6. INDEMNIFICATION.

6.1 Indemnification and Procedure. Palo Alto Networks will defend, at its expense, any third-party action or suit brought against End User alleging that any Palo Alto Networks Product provided to End User hereunder infringes or misappropriates the third party's patent, copyright, trademark, or trade secret (a "Claim"), and Palo Alto Networks will pay any damages awarded in final judgment against End User or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that End User: (i) promptly notifies Palo Alto Networks in writing of the Claim; (ii) gives Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) gives Palo Alto Networks, at Palo Alto Networks' expense, all information and assistance reasonably requested for the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that End User enters into without Palo Alto Networks' prior written consent.

6.2 Remedy. If the Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense: (i) procure for End User the right to continue using the Product; (ii) replace or modify the Product to avoid the Claim; or (iii) if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product from End User and grant End User credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date of receipt by End User of such Product.

6.3 Exceptions. Palo Alto Networks' obligations under this section shall not apply to the extent any Claim results from or is based on (a) modifications to the Product made by a party other than Palo Alto Networks or its designee; (b) the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use; (c) failure to use the most recent version or release of the Product; (d) Palo Alto Networks' compliance with End User's explicit or written designs, specifications or instructions; or (e) use of the Product that is not in accordance with Palo Alto Networks' published specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

7. END USER DATA.

Palo Alto Networks utilizes industry standard practices and policies to maintain administrative, physical and technical safeguards for the protection and security of End User Data (defined below). End User is hereby notified and acknowledges that Palo Alto Networks Products may include interaction and communication with facilities hosted outside of the country where End User purchased or utilizes the Products. End User is further notified and acknowledges that some Subscription Services may allow End User, in its sole discretion, to send data to Palo Alto Networks, where such data may contain personally-identifiable, sensitive, and/or confidential data and information (collectively, "End User Data"). End User represents and warrants that End User's use of the Subscription Services and related submission of End User Data complies with all applicable laws, including those related to data privacy, data security, international communication and the exportation of technical, personal or sensitive data. Palo Alto Networks is not a data processor or data collector, and the inclusion of such personally identifying or sensitive data in End User Data is solely



incidental to the provision of the Subscription Services. Submission of End User Data to Palo Alto Networks shall be at End User's sole discretion and at its own risk, and Palo Alto Networks assumes no responsibility or liability for receipt of such End User Data. End User Data sent to Palo Alto Networks may be stored by Palo Alto Networks. End User further acknowledges that Palo Alto Networks may anonymize such End User Data to use for statistical purposes and share samples of such anonymized End User Data with other third party security-related researchers, vendors and customers.

8. GENERAL.

8.1 Governing Law. Where Palo Alto Networks, Inc., is the contracting entity, this EULA is governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. Where Palo Alto Network (Netherlands) B.V., is the contracting party, this EULA is governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.

8.2 Compliance with Laws; Export Control. End User shall be solely responsible for its compliance with, and agrees to comply with, all applicable laws in connection with its use of the Product. End User further agrees that it will not engage in any illegal activity in any relevant jurisdiction, and acknowledges that Palo Alto Networks reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. End User agrees to comply fully with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

8.3 Cumulative Remedies. Except as expressly set forth in this EULA, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this EULA or otherwise.

8.4 Notices. All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

8.5 Waiver and Severability. The failure by either party to enforce any provision of this EULA will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this EULA will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this EULA is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

8.6 Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between the parties with respect to the subject matter hereof. Any terms or conditions contained in End User's purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this EULA are hereby rejected by Palo Alto Networks and will be deemed null.

8.7 U.S. Government End Users. This section applies to United States Government End Users only and does not apply to any other End Users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this EULA.

8.8 Open Source Software. The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("Open Source Software"). A list of Open Source Software can be found at <https://www.paloaltonetworks.com/company/third-party-software.html>.

8.9 End User Records. End User grants to Palo Alto Networks and its independent advisors the right to examine End User's books, records, and accounts during End User's normal business hours to verify compliance with this EULA. In the event such audit discloses non-compliance with this EULA, End User shall promptly pay the appropriate license fees to the relevant party, plus reasonable audit costs.

8.10 Authorization Codes, Grace Periods and Registration. Your Product may require an authorization code for activation for support of Your Product or to access Subscription Services. The authorization codes will be issued at the time of order fulfillment



and sent to You via email. The service period will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>. You are hereby notified that, upon applicable grace period expiration, if any, Palo Alto Networks reserves the right to register Your Product and activate support services (if purchased) on Your behalf without further notification to You.

8.11 WildFire Related Microsoft Licenses. End User acknowledges that certain WildFire offerings require licenses for certain Microsoft software, including Windows and Office, as described further in the relevant Wildfire documentation. Where Microsoft software is provided with certain WildFire offerings, Palo Alto Networks has procured or otherwise provided the necessary Microsoft licenses for the WildFire offering. Customer is hereby notified and acknowledges that Microsoft updates and upgrades (software assurance) are not provided with the WildFire product and must be obtained by Customer directly from Microsoft in order for Customer to utilize later versions of Microsoft products beyond the versions initially provided with the WildFire offerings.

8.12 Survival. Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, and this General section shall survive termination of this EULA.

GLOBAL CUSTOMER SUPPORT SERVICES TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS FORM A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY (IN ANY CAPACITY REFERRED TO HEREIN AS “END USER”, “CUSTOMER”, “YOU” or “YOUR”) AND (I) PALO ALTO NETWORKS, INC., A DELAWARE CORPORATION WITH OFFICES AT 4401 GREAT AMERICA PARKWAY, SANTA CLARA, CALIFORNIA 95054 UNITED STATES, IF YOU ARE LOCATED IN THE AMERICAS; OR (II) PALO ALTO NETWORKS (NETHERLANDS) B.V., A COMPANY FORMED UNDER THE LAWS OF THE NETHERLANDS, WITH OFFICES AT OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED IN ANY COUNTRY OUTSIDE THE AMERICAS.

This Agreement sets forth the terms and conditions under which Palo Alto Networks will provide technical support services to you under the Palo Alto Networks Support Plan purchased for the Palo Alto Networks products sold and/or licensed pursuant to the Palo Alto Networks End User License Agreement (“EULA”). Palo Alto Networks is willing to provide technical support services to you only if you accept these terms. By checking the box labeled “I accept”, you are indicating that you understand and accept all of these terms and conditions. The date on which you check the box labeled “I accept” is the Effective Date. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “you” or “your” shall refer to such company or other legal entity.

1. SUPPORT PLANS AND SERVICES OFFERED

Support Offerings	Premium Plus Support	Premium Support	Standard Support
Business Hours Availability	Mon – Fri, 7am to 6pm PT		
After Hours Availability	Yes - 24x7x365	Yes - 24x7x365	No
Designated Technical Support Engineer	Yes	No	No
Technical Account Manager	Yes	No	No
Hardware Support			
4 Hour Replacement Service (available only for products located within a specified range of a Palo Alto Networks service location)	Yes, Optional Add-on	Yes, Optional Add-on	No
Advance Replacement Service: Next Business Day Service	Yes	Yes	No
Return and Repair	N/A	N/A	Yes
Call Response Times			
Severity 1 – Critical Product is down, critically affects Customer production environment. No workaround available yet.	< 1 hour	< 1 hour	< 1 Business Hour
Severity 2 – High Product is impaired, Customer production up, but impacted. No workaround available yet.	2 Hours	2 Hours	2 Business Hours
Severity 3 – Medium A Product function has failed, Customer production not affected. Support is aware of the issue and a workaround is available.	4 Hours	4 Hours	4 Business Hours
Severity 4 -- Low Non-critical issue. Does not impact Customer business. Feature, information, documentation, how-to and enhancement requests from Customer.	8 Business Hours	8 Business Hours	8 Business Hours
Contact Support:	Website: support.paloaltonetworks.com Toll Free US – 1.866.898.9087 Outside the US +1.408.738.7799		

2. DEFINITIONS

“Affiliate” means any entity that Controls, is Controlled by, or is under common Control with End User or Palo Alto Networks, as applicable, where “Control” means ownership, directly or indirectly, of 50% or more of the voting interest of End User or Palo Alto Networks, as applicable.

“Business Hours” means Mondays through Fridays, 7:00 am – 6:00 pm PT, excluding US and California holidays.

“Hardware” means the hardware products listed on Palo Alto Networks then-current published product price list.

“Maintenance Releases” means bug fixes to the Software that: (i) are designated by a change in the 3rd set of digits of the version release number (e.g., v5.00.01 to v5.00.02); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.

“Major Releases” means significant modifications or improvements to the Software that: (i) are designated by a change in the 1st digit of the version release number (e.g., v5.0 to v6.0); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.

“Minor Releases” means minor modifications or improvements to the Software, cumulative bug fixes from Maintenance Releases since the last Minor Release and new bug fixes, as applicable, that: (i) are designated by a change in the 2nd set of digits of the version release number (e.g., v5.00 to v5.01); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.

“Products” means, collectively, Hardware, Software and Subscription Services, or a combination thereof.

“Software” means any Palo Alto Networks software that is included in the Hardware; and any standalone software that is provided without Hardware, including virtual machine (“VM”) software or endpoint solutions software listed on Palo Alto Networks’ then-current published product price list.

“Standard Support,” “Premium Support,” and “Premium Plus Support” and “Support Plans” refer to the various support programs offered by Palo Alto Networks, as further detailed in Section 3 below.

“Subscription Services” means software-as-a-service (SaaS), subscription-based services including, but not limited to WildFire, GlobalProtect, URL Filtering, and Threat Prevention.

“Support Website” means the website currently located at <https://support.paloaltonetworks.com>, or any successor site thereto, as specified by Palo Alto Networks.

“Technical Account Manager” is a designated resource who will act as your advocate, will have a comprehensive understanding of your environment at the operations level, and will assist you with business objectives, deployment plans, and coordination of all aspects of your Palo Alto Networks support interaction.

“Designated Technical Support Engineer (DE)” is a designated engineer who will work with you on all your support cases, build deep knowledge of your deployment in order to speed support incident resolution. Your DE will be accessible during Business Hours at one of Palo Alto Networks’ global support centers.

3. DESCRIPTION OF SUPPORT PLANS

You must register each Product for which you have purchased support on the Support Website in order to access the features and benefits available to such Product. In consideration of your purchase of a Support Plan, Palo Alto Networks shall provide the services as set forth in the table entitled “Support Plans and Services Offered” above, including:

- a) **Remote Technical Support**
 - i. Telephone support available during the times specified for the Support Plan purchased.
 - ii. Support cases created via the web will be classified as non-critical and will have a response time based on the severity classification as set forth in the table entitled “Support Plans and Services Offered” above.
- b) **Secure Web Access**
 - i. Access to the Support Website to acquire the latest software versions, fixes, feature releases, software release notes, signature updates, FAQs, case management and technical documentation.

- ii. Palo Alto Networks will use commercially reasonable efforts to ensure that the Support Website is available 24x7.

Palo Alto Networks reserves the right to modify the Support Plans offered so long as such modification does not result in degradation of service. Please refer to the Support Website for the most current support plan descriptions.

4. SUPPORT OPTIONS

You shall choose from three support plans: (i) Standard Support, (ii) Premium Support, or (iii) Premium Plus Support. Based upon your selection and payment of applicable fees, Palo Alto Networks must:

a) **Standard Support**

- i. Maintain and support the list of releases defined as the currently-supported releases on the Support Website.
- ii. Make available all supported Maintenance Releases, Minor Releases and Major Releases.
- iii. Verify defects in the Software identified and submitted by customers.
- iv. Correct material defects in the Software for the currently-supported Maintenance Releases.
- v. Provide access to Palo Alto Networks online support through the Support Website including, but not limited to, knowledge base/FAQ, case management and software downloads.
- vi. Provide technical telephone support during Business Hours.
- vii. Provide a return and repair service for Hardware defects.

b) **Premium Support**

Includes all of the benefits of Standard Support plus the following:

- i. After hours technical telephone support on a 7x24 basis.
- ii. Provide a same business day shipment of advance replacement for defective Hardware. Please refer to section 5 (RMA Policy and Process) below for additional details.

c) **Premium Plus Support**

Premium Plus Support requires purchase of, at a minimum, Premium Support on all covered devices. Premium Plus Support includes all of the benefits of Premium Support plus the following:

- i. Appointment of a Designated Technical Support Engineer to help facilitate access to support services.
- ii. Appointment of a Technical Account Manager who will act as your advocate.
- iii. Annual onsite health-check to review key aspects of your deployment to identify areas of optimization and improvement.

d) **Optional Add-On: 4-Hour Replacement Service**

This support option is available only for Hardware located within a specified range of a Palo Alto Networks service location. It includes all of the benefits of Premium or Premium Plus Support (as applicable) plus commercially reasonable efforts by Palo Alto Networks to deliver replacement Hardware to you within four hours from the issuance of an RMA.

5. RMA POLICY AND PROCESS

In situations when it is necessary for you to return a Product to Palo Alto Networks, you must ask Palo Alto Networks to issue a Return Material Authorization (RMA) number prior to shipment. Each RMA number will be uniquely identified to track the processing of the returned Product, pursuant to the RMA Process and Policy found at https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/datasheets/support/rma-process-policy.pdf

- a) **Return and Repair:** You shall obtain an RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support via telephone or email or via the Support Website. Support will work with you to confirm the Hardware problem and issue a RMA number to be used to ship the Product back to Palo Alto Networks. You shall repackage the Product in the original packaging (shipping damage that occurs as a result of insufficient

packaging is not covered under this Agreement), note the RMA number on the shipping label and ship the Product to the specified Palo Alto Networks location. You will be responsible for all shipping costs incurred in returning the defective Product to Palo Alto Networks. Products will be repaired or replaced within 10 business days from receipt of the defective Product by Palo Alto Networks. Palo Alto Networks will pay all shipping costs that it incurs in connection with shipping the repaired or replacement Product to you, except that if you are located outside the United States, you will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the repaired or replaced Product into your country of destination.

- b) **Advance Replacement:** You shall obtain an RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support via telephone or via the Support Website. Support will work with you to confirm the Hardware problem and issue an RMA number to be used in connection with shipping the Product back to Palo Alto Networks. Palo Alto Networks will use commercially reasonable efforts to have a replacement Product delivered to you by the next business day. Palo Alto Networks will pay all shipping costs incurred in shipping the replacement Product to you. Upon receipt of a replacement Product, you shall return the defective Product to Palo Alto Networks in the replacement Product's packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), using the prepaid return airbill affixed to the exterior of the shipping carton, and arranging for the designated courier service for pickup. If Palo Alto Networks does not receive the returned Product within 10 business days after the delivered date of the replacement Product, you will be charged current list price of the replacement Product.
- c) **4 Hour RMA Replacement:** You shall obtain an RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support. Support will work with you to confirm the Hardware problem and issue an RMA number. Palo Alto Networks will use commercially reasonable efforts to have a replacement Product delivered to you within four hours after issuance of the RMA number. You must have an authorized representative available to accept delivery of the replacement Product. If Palo Alto Networks (or its subcontractor) is unable to complete delivery because you did not have an authorized representative available, Palo Alto Networks reserves the right to charge you for costs incurred in making a subsequent delivery.

6. YOUR OBLIGATIONS

During the term of this Agreement, you must:

- a) Operate at the then-supported Maintenance Release;
- b) Use reasonable efforts to isolate, collect all error and log files to enable Palo Alto Networks to fulfill its obligations herein;
- c) Notify Palo Alto Networks if you physically relocates device(s) covered by 4 Hour RMA Replacement service to new location(s).

7. LIMITATIONS

The following services are expressly excluded from the Support Plans:

- a) Repair or replacement of Product required as a result of causes other than normal use, including without limitation: (i) repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized personnel; (ii) accident or negligence of your fault; (iii) user error or misuse of the Product; or (iv) causes external to the Product such as, but not limited to, failure of electrical systems or fire or water damage or hardware failure, operation system software failure or any other damage and failure not caused by Palo Alto Networks.
- b) Maintenance or technical services for any third party software or hardware, where such third party software or hardware was not provided by Palo Alto Networks.

8. TERM AND TERMINATION

This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect for the one, two or other multi-year support contract purchased. Palo Alto Networks will send you renewal reminders in advance of the expiration date(s). At the end of such term (and each renewal term thereafter, if any), this Agreement will automatically expire unless you renew by paying Palo Alto Networks the applicable fee and by following the renewal

procedure specified on the Support Website. Either party may terminate this Agreement at any time in the event that the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following notice thereof from the non-breaching party.

9. CONFIDENTIALITY

“**Confidential Information**” means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party (“**Discloser**”), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (“**Recipient**”). Notwithstanding the foregoing, Confidential Information is exclusive of information or data that Recipient can prove by credible evidence: (i) was in the public domain at the time it was communicated to Recipient; (ii) entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient; (iii) was in Recipient’s possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient; (iv) was disclosed to Recipient not in any violation of any obligation of confidentiality; or (v) was developed by employees or agents of Recipient without use of or reference to the Confidential Information of Discloser. Each party will not use the other party’s Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written Agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party’s Confidential Information in its possession or control, but in no event use less effort that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party’s Confidential Information or the terms and conditions of this Agreement: (vi) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (vii) on a confidential basis to its legal or professional financial advisors; or (viii) as required under applicable securities regulations. The foregoing obligations of each Party shall continue for the period terminating three (3) years from (ix) the date on which the Confidential Information is last disclosed, or (x) the date of termination of this Agreement, whichever is later.

10. GENERAL

10.1 No Warranty. Nothing in this Agreement shall be construed as expanding or adding to the warranty set forth in the EULA. PALO ALTO NETWORKS MAKES, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

10.2 Indemnification and Procedure. Palo Alto Networks will defend, at its expense, any third-party action or suit brought against End User alleging that any Palo Alto Networks Product provided to End User hereunder infringes or misappropriates the third party’s patent, copyright, trademark, or trade secret (a “**Claim**”), and Palo Alto Networks will pay any damages awarded in final judgment against End User or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that End User: (i) promptly notifies Palo Alto Networks in writing of the Claim; (ii) gives Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) gives Palo Alto Networks, at Palo Alto Networks’ expense, all information and assistance reasonably requested for the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that End User enters into without Palo Alto Networks’ prior written consent. If the Product becomes, or in Palo Alto Networks’ opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense: (i) procure for End User the right to continue using the Product; (ii) replace or modify the Product to avoid the Claim; or (iii) if options (i) and (ii) cannot be accomplished despite Palo Alto Networks’ reasonable efforts, then Palo Alto Networks may accept return of the Product from End User and grant End User credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date of receipt by End User of such Product. Palo Alto Networks’ obligations under this section shall not apply to the extent any Claim results from or is based on (a) modifications to the Product made by a party other than Palo Alto Networks or its designee; (b) the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such

combination, operation or use; (c) failure to use the most recent version or release of the Product; (d) Palo Alto Networks' compliance with End User's explicit or written designs, specifications or instructions; or (e) use of the Product that is not in accordance with Palo Alto Networks' published specifications. THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

10.3 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) IN NO EVENT SHALL PALO ALTO NETWORKS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL PALO ALTO NETWORKS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS RECEIVED BY PALO ALTO NETWORKS (DIRECTLY FROM END USER OR INDIRECTLY FROM A RESELLER) FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING FROM DEATH OR BODILY INJURY. You agree that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this Agreement and that the purchase price and fees charged to you would be substantially higher without such limitations.

10.4 Governing Law. Where Palo Alto Networks, Inc., is the contracting entity, this Agreement is governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara, California, or the Northern District of California, as applicable. Where Palo Alto Network (Netherlands) B.V., is the contracting party, this Agreement is governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Amsterdam, Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.5 Cumulative Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.

10.6 Notices. All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

10.7 Waiver and Severability. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

10.8 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral Agreements, understandings and communications between the parties with respect to the subject matter hereof. Therefore, the parties agree that this Agreement shall be interpreted on the basis of its text only. Further, any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected and will be deemed null.

10.9 Force Majeure. Palo Alto Networks shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.

TO: The Board of Regents Addendum IX-B-3
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: East campus sewer main design at the University of Nebraska at Kearney

RECOMMENDED ACTION: Approve replacement of the existing sanitary sewer and portions of storm sewers serving portions of the UNK main campus

PREVIOUS ACTION: N/A

EXPLANATION: The project will include design and replacement of existing sanitary sewer lines identified as at or near capacity. The sanitary and storm sewer replacements run north from 24th Street along the east side of the C.T. Ryan Library, then along the west side of the Nebraskan Student Union and extend approximately 2000 feet, terminating approximately 150 feet north of the Union. The project will include changes to the Cope Fountain and replacing adjacent storm sewer lines also approaching capacity.

The proposed work is part of the campus utility master plan and landscape plan. It is proposed to bid the project and award the construction contract to the low responsible general contractor.

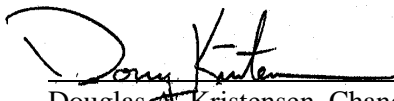
The project was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$3,000,000

ON-GOING FISCAL IMPACT: N/A

SOURCE OF FUNDS: Cash Funds - Utilities Savings

SPONSOR: Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED: 
Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: July 14, 2017

TO: The Board of Regents Addendum IX-B-4
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Naming the new College of Business building in honor of Howard Hawks

RECOMMENDED ACTION: Approve naming the new College of Business building at the University of Nebraska-Lincoln the "Howard L. Hawks Hall" in honor of Howard Hawks

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Green have approved naming the new College of Business building the "Howard L. Hawks Hall." Over the years the Hawks Family has been very generous to the University, both in academics and athletics. Previous major gifts included contributions to an endowed Chair in Business Ethics and Leadership in the UNL College of Business, UNL's baseball field in Haymarket Park, and an indoor athletic facility on UNL's campus.

The new UNL College of Business building provides space for offices, classrooms, class labs, and student and faculty collaboration in support of undergraduate, graduate, doctoral, and executive programs. The facility is based on the concept of establishing collaborative spaces, the types needed to advance partnerships, both internal and external to UNL.

In recognition of a very generous gift to the University of Nebraska Foundation for the new College of Business building, it is recommended that the new building be named "Howard L. Hawks Hall."

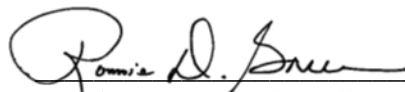
The proposed naming was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: None


SOURCE OF FUNDS: Trust Funds

SPONSOR: Christine A. Jackson
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Hank M. Bounds, President
University of Nebraska

DATE: July 14, 2017

TO: The Board of Regents Addendum IX-B-5
Business Affairs Committee

MEETING DATE: August 11, 2017

SUBJECT: Corporation Sponsorship: Department of Intercollegiate Athletics,
University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve an eleven-year agreement with adidas America, Inc. (adidas) for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTION: March 15, 2013 - Approve a five-year extension of the agreement with adidas America, Inc. for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska-Lincoln (UNL).

June 10, 2005 - Approve an eight-year agreement with adidas America, Inc. for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska-Lincoln (UNL).

EXPLANATION: Over a term of eleven years, adidas will pay to UNL, for the benefit of the Department of Intercollegiate Athletics at UNL, the aggregate sum of \$128,659,000; \$64,000,000 in cash and \$64,659,000 in athletic apparel and equipment products. While the proposed 11-year deal is a notably long commitment, it is more than reasonable, given the significant contract value (approximately triple the present arrangement), accompanied by two “look-in” periods in the fourth and seventh contract years. (A “look-in” allows the parties to adjust the contract to reflect market value in such a manner that UNL retains its status as an elite adidas university program. If the “look-in” reveals that Nebraska is not an elite adidas program, the University may terminate the agreement.)

While the term for the present agreement with adidas goes through June 30, 2018, the agreement proposed for approval in this item is effective July 1, 2017. If approved, the proposed agreement will replace the last year of the present contract. Comparing the old and new agreements, the increase in cash and product for the 2017/2018 year goes from \$1,000,000 to \$3,500,000 in cash and from \$3,400,000 to \$5,050,000 in product.

The agreement shall consist of a qualified Sponsorship Agreement for which adidas will receive major signage and other permitted forms of sponsorship recognition.

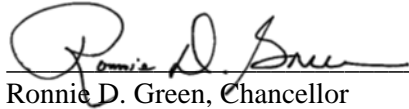
The proposed agreement was reviewed and recommended for approval by the Business Affairs Committee.

SPONSORS:

Shawn Eichorst
Director of Athletics

Christine A. Jackson
Vice Chancellor for Business and Finance

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Ronnie D. Green", is written over a horizontal line. The signature is contained within a white rectangular box that is partially overlaid by the line.

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

June 21, 2017

**SPONSORSHIP AGREEMENT
BETWEEN
UNIVERSITY OF NEBRASKA-LINCOLN AND ADIDAS**

This Agreement ("Agreement") is made and entered into as of July 1, 2017 (the "Effective Date"), by and between **adidas America, Inc.**, an Oregon corporation ("adidas"), and **The Board of Regents of the University of Nebraska ("University") on behalf of the University of Nebraska-Lincoln's Department of Intercollegiate Athletics ("Athletics")**.

RECITALS

WHEREAS, Athletics fields and maintains nationally recognized athletic teams in numerous sports and desires to secure sponsors to support Athletics programs; and

WHEREAS, University owns all right, title and interest in and to the names, nicknames, mascots, trademarks, service marks, logographics, and/or symbols, and any other recognized reference to Athletics; and

WHEREAS, adidas is a sports and fitness company engaged in the manufacture, distribution and sale of athletic and athleisure footwear, apparel, accessories and equipment, and desires to continue its support of Athletics and its programs.

NOW, THEREFORE, in consideration of the recitals, and the promises and representations made herein, the parties agree as follows:

1. Definitions.

The terms below are defined as follows:

- a. **"adidas"** means adidas America Inc., its Affiliates (defined below), and any successor company.
- b. **"adidas Products"** means Products (defined herein) which bear the adidas Trademarks (defined herein).
- c. **"adidas Trademarks"** shall mean any name, logo, symbol, trademark or service mark, or brand licensed, owned or controlled (at any time) by adidas, including but not limited to the adidas name, Trefoil, 3-Stripes mark, Sport Heritage logo, Sport Performance logo, Sport Style Logo, and Sport Point.

- d. **“Affiliate”** means any corporation, partnership, company or any other entity or person which controls, is controlled by, or is under common control with a party to this Agreement.
- e. **“Athletics Marks”** shall refer to the names, “The University of Nebraska,” “Nebraska,” “Cornhuskers” and “Huskers” when used in conjunction with or in reference to the Athletic Programs, and such other names, logos, trademarks, depictions, and/or symbols associated with Athletics as set forth on Exhibit D attached hereto, which exhibit may be from time-to-time amended as mutually agreed upon by the parties.
- f. **“Athletic Program(s)”** shall mean any or all intercollegiate NCAA recognized sports programs (plus any cheerleading, dance or similar spirit squads) participating under the authority of Athletics and such other replacement or additional intercollegiate NCAA athletic programs, as may be established from time-to-time during the Contract Term.
- g. **“Athletic Program Staff”** shall refer to any and all individuals employed to serve the Athletic Programs, including but not limited to, coaches, trainers, strength and conditioning personnel, equipment managers, courtside and sideline assistants, and sports facility personnel. With respect to any obligation to wear Product (defined herein) described in Section 6, Athletic Program Staff shall not refer to those administrative and clerical support employees who do not customarily wear athletic or athleisure attire in the normal course of their employment duties.
- h. **“Authentic Competition Apparel”** shall mean all on-field, on-court, sideline, courtside, competition or practice apparel that is worn or used by Athletic Program Staff, Coaches or Teams and all replicas thereof, including but not limited to uniforms, courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, headwear (including wool and fitted caps), windsuits, rainsuits, and sideline or courtside pants, shorts or shirts.
- i. **“Coach(es)”** means the individual(s) employed by the University during the Contract Term to act as head coach or assistant coach of each Athletic Program.
- j. **“Competitor”** means Nike, Reebok, Puma, Under Armour, New Balance, Li-Ning, Asics, Anta and Hurley and their respective parents, subsidiaries and affiliates.
- k. **“Conference”** shall mean the intercollegiate athletic conference to which Athletics belongs.
- l. **“Contract Year”** means any twelve month period from July 1 to June 30 during the Contract Term (defined herein).

- m. **“Net Sales”** “Net Sales” shall mean the total of “Net Sales Own Retail and Online” plus “Net Sales Wholesale”. “Net Sales Own Retail and Online” shall mean 50% of the gross revenues received from all sales of licensed products by any adidas Group company directly to consumers which are sold via adidas Group own retail operated stores (whether physical store or online via web shop) and reduced only by excise or indirect taxes (e.g. VAT and turnover taxes) and returns as credited to consumers. “Net Sales Wholesale” shall mean the gross revenues from all sales of licensed products as invoiced by any adidas Group company and received from third party wholesale customers, excluding: (1) Net Sales Own Retail and Online; and (2) any business-to-business sales made to University, Athletics or any of their affiliates, and reduced only by excise or indirect taxes (e.g. VAT and turnover taxes), returns as credited to third party wholesale customers, usual cash, trade and sales discounts and allowances, insurance cover and freight out if invoiced separately. The definition of Net Sales is no less favorable to University than the definition used in any adidas Group transaction with any other US university.
- n. **“NCAA”** shall mean the National Collegiate Athletic Association.
- o. **“Performance Apparel”** means all apparel with unique fabrications (e.g., compression, tight or padded apparel) and/or fabrications (e.g., moisture wicking) that assists the wearer during wear and/or use.
- p. **“Products”** means all apparel, footwear and accessories of an athletic, athleisure and casual nature, including but not limited to Authentic Competition Apparel, Performance Apparel, all sports equipment adidas currently produces or licenses including, but not limited to, protective eyewear, sunglasses, eyewear with performance attributes, watches and inflatables/balls, and, subject to Section 6.b, all other sports equipment that adidas does not currently produce or license but that may be added to its Product lines at any time during the Contract Term (“Additional Equipment”).

The baseball-related apparel and equipment stated in the chart below shall be included in the definition of “Products,” provided, however, and notwithstanding any provisions of the Agreement to the contrary, should Athletics and/or a member of the Baseball Team, in their good faith and reasonable discretion, determine that any of the adidas baseball bats, catcher’s gear, or gloves below is of a quality or functionality that fails to reasonably meet the needs of Athletics or its Baseball Team members, then Athletics shall notify adidas within a reasonable time of such determination, and the parties shall promptly engage in good faith discussions to resolve the concern. The parties will, again in good faith, aim to reach a mutual agreement, with respect to the on-going use of adidas bats, catchers gear and gloves within a prompt, but reasonable amount of time, recognizing Athletics’ critical need

for high quality “Products.” Should the parties find themselves unable to reach such a mutual agreement, then the subject item shall be eliminated from the definition of “Products” and Athletics may purchase from or enter into contracts with others, including Competitors, in order to secure its needs. Should Athletics so secure an alternate item, adidas may from time-to-reasonable time, propose a replacement item, which Athletics shall consider and test. If the adidas replacement item meets the reasonable expectations of Athletics and/or its Baseball Team members, then the item shall once more be included in the definition of “Products,” and subject to the parties’ rights and obligations under this Agreement. The items in the chart below shall be annually provided to Athletics in a timely manner for purposes of facilitating preparation and practice for the baseball season.

adidas Baseball Hardgoods Product Allotment	Units
BBCOR Bats	100
Fungo Bats	10
Wood Bats	72
Sets of Catcher's Gear	12
Batting Gloves	144
Fielder Gloves	65
Batting Helmets	30
Ball Buckets	12
Bat Bags	40
Wheel Bags	40
Medium Duffel Bags	40
Coaches Briefcase Bags	5
Arm Sleeves	72
Sliders/Compression Tights	48
BP Tops	45
Strategy Uniform	
Jerseys	45
Pants	45
Hats	72
Batting Gloves	72
Custom Cleats	45

- q. **“Team(s)”** shall mean that group of athletes attending the University of Nebraska-Lincoln during the Contract Term and comprising the roster of each Athletic Program.

r. **“Territory”** means the Universe.

2. **Term.** This Agreement shall remain in full force and effect from July 1, 2017 until June 30, 2028 unless sooner terminated in accordance with the terms and conditions of this Agreement (the “Contract Term”). For purposes of clarity, upon the Effective Date, any prior agreements between the parties, and most specifically the agreement commencing July 1, 2013, and ending June 30, 2018, are hereby terminated and shall cease to be enforceable, but for those agreement provisions that are explicitly designated as surviving termination. This Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

3. **Acknowledgment.**

a. Athletics hereby grants to adidas the right to publicly represent and otherwise promote that adidas is (and adidas hereby accepts the designation as) “The Official Supplier of the Athletic Footwear and Apparel of Nebraska Athletics” or such other similar designations as shall be agreed upon by both parties.

b. Athletics hereby grants to adidas the right and license during the Contract Term to use Athletics Marks within the Territory in connection with the promotion, and sale of adidas Products. Except as otherwise provided herein, University shall retain all rights in and to Athletics Marks.

4. **Sponsorship Payments and Other Donated Consideration.**

a. adidas shall pay to Athletics Sponsorship Payments set opposite each such Contract Year. Each Contract Year’s Sponsorship Payment shall be payable in four (4) equal quarterly installments on July 1, October 1, January 1, and April 1 of each Contract Year.

<u>Contract Year</u>	<u>Sponsorship Payments</u>
2017/2018	\$3,000,000
2018/2019	\$4,000,000
2019/2020	\$4,250,000
2020/2021	\$4,400,000
2021/2022	\$4,550,000
2022/2023	\$4,750,000
2023/2024	\$4,850,000
2024/2025	\$4,900,000
2025/2026	\$5,050,000
2026/2027	\$5,250,000
2027/2028	\$5,500,000

- b. During each Contract Year, adidas shall provide to Athletics, upon reasonable request by Athletics, amounts up to those specified below for out-of-pocket costs (e.g., exclusive of overhead, but inclusive of all production costs and media buys for any marketing activities, related to Athletics' affiliation with adidas) on mutually agreed upon promotional activities (e.g. multi-media promotion, fan/student special event tee shirts) and mutually agreed upon Athletic facility enhancements (e.g. special event displays or improved adidas Product displays). In the alternative, if and when mutually agreed upon by the parties, adidas may directly spend for such promotional activities or facilities, and such direct spend shall be credited toward adidas' obligation under this subsection.

<u>Contract Year</u>	<u>Amount</u>
2017/2018	\$500,000
2018/2019	\$750,000
2019/2020	\$750,000
2020/2021	\$750,000
2021/2022	\$750,000
2022/2023	\$750,000
2023/2024	\$750,000
2024/2025	\$750,000
2025/2026	\$750,000
2026/2027	\$750,000
2027/2028	\$750,000

Additionally, based on the demand for adidas Products bearing Athletics Marks and adidas' customary retail policies and procedures regarding range assortment and product selection, adidas shall offer for sale adidas Products bearing Athletics Marks in adidas retail stores nationwide.

- c. Traditionally sports camps and clinics held in Athletics' facilities are not owned nor operated by Athletics, and are instead owned and operated as the independent business interests of coaches or others affiliated with and supporting Athletics' programs and mission. During the Contract Term, Athletics will encourage those operating sports camps within Athletics' facilities to use adidas Products, and further, Athletics will prohibit the use of a Competitor's Products at any camp owned or operated within its facilities by one of Athletics' employees; such use of a Competitor's Products will be considered a conflict of interest on the part of the Athletic employee and shall be treated as such. Should Athletics own and operate sports camps or clinics, then Athletics shall exclusively use adidas Products for such sports camps or clinics.
- d. The payments made pursuant to this section shall be made payable to the University of Nebraska-Lincoln Department of Intercollegiate Athletics and considered paid upon delivery to Athletics at the Office of the Athletic Director,

One Memorial Stadium, University of Nebraska-Lincoln, Lincoln, Nebraska 68588-0120.

- e. If, for any reason, University is no longer a member of a FBS/CFP BCS (or its successor) conference, then adidas shall have the right to equitably reduce the Sponsorship Payments paid to Athletics under this Agreement based on the loss of exposure as a result of such loss of membership. Notwithstanding the foregoing, adidas shall meet with University to discuss the circumstances and impact of such membership/exposure loss prior to reducing the Sponsorship Payments as set forth above.
- f. Athletics shall have the option for EXOS to provide consulting services to Athletics, relating to the development of enhanced sports performance capabilities. adidas shall pay EXOS for all such services mutually agreed on by adidas and Athletics.

5. adidas Product Supply Obligations; On-site Support.

- a. For each Contract Year, unless otherwise specified, adidas agrees to donate to Athletics, free of any charges or expenses, including shipping, adidas Products for use by Athletics' Athletic Programs as set forth below.

<u>Contract Year</u>	<u>Product Allotment (retail value)</u>
2017/2018	\$5,047,000+
2018/2019	\$5,200,000+
2019/2020	\$5,356,000+
2020/2021	\$5,517,000+
2021/2022	\$5,682,000+
2022/2023	\$5,853,000+
2023/2024	\$6,028,000+
2024/2025	\$6,209,000+
2025/2026	\$6,395,000+
2026/2027	\$6,587,000+
2027/2028	\$6,785,000+

+ If there is any material increase in the cost of adidas Products that materially adversely affects the amount of adidas Products that adidas agrees to donate as provided above, then Athletics and adidas shall meet and in good faith make equitable adjustments to the annual product allotment impacted by such material increase.

For the sake of clarity, the above amounts include inflatables for footballs, volleyballs and basketballs, and hardgoods for baseball, specifically including the allotments provided in Section 1(p). Should Athletics request any additional

Products beyond its allotment as above, adidas agrees to permit Athletics the right to purchase additional products at wholesale cost.

The exact styles, sizes, quantities and delivery dates of such adidas Products shall be mutually determined by adidas and Athletics for each Contract Year. Athletics understands and agrees that it shall not resell any Products supplied by adidas. All adidas Products worn in competition shall comply with NCAA performance specifications and labeling requirements, as such specifications exist at the time of this Agreement's execution, or as such may be adopted from time-to-time during the Contract Term.

- b. For purposes of determining whether Athletics has received the annual amounts of donated adidas Products set forth in this section, adidas will provide Athletics with a price schedule of adidas Products. Unused adidas annual Product allotments under this Section 5 may be carried forward to remaining Contract Years in an amount not to exceed three hundred thousand dollars (\$300,000) each Contract Year. Additionally, for each new Athletic Program added to Athletics' Department, the Product allotments under this section shall increase by one hundred thousand dollars (\$100,000) for each Contract Year.
- c. adidas agrees to comply with the CLC Special Agreement Regarding Labor Codes of Conduct attached as Exhibit A, or such other labor code addressing substantially the same matters as appear in the CLC Special Agreement, associated with any other Athletics' licensing agent that is approved in advance by adidas, which approval shall not be unreasonably withheld.
- d. adidas agrees to provide one (1) full-time adidas employee, at no cost to Athletics in a manner to be mutually agreed upon by the parties and located on the University campus each Contract Year. The job duties of this employee will include without limitation, provision of administrative support for implementation of adidas' responsibilities under this Agreement.

6. Athletics' Obligations; Use of adidas Products.

- a. During the Contract Term, unless otherwise explicitly agreed to herein, Athletics agrees to (1) require its Athletic Program Staff, whenever and wherever they are acting in their official Athletic Program Staff capacity and wearing Products to wear adidas Products, including but not limited to during competition and practices, when being filmed on video tape or other means of recording or transmitting motion pictures, posing for photographs, team posters and/or schedules, or other activities related to participation in their sport when athletic or athleisure attire is appropriate; (2) require all Team members to exclusively wear adidas Products whenever participating in Athletic Program activities in which Products are being worn, including but not limited to competing in or practicing for their respective

sports; and (3) require all members of the cheerleading, dance and other spirit squad members to exclusively wear adidas Products whenever participating in their respective activities, including, but not limited to, practices, photo shoots, and games. adidas agrees to work with any Team member experiencing problems in connection with the fit or performance of adidas Products. In the event any Team member shall at any time suffer any physical injury, pain, or discomfort attributed to the use of adidas Products which is serious enough to affect the athlete's performance, then Athletics shall so advise adidas and afford adidas the opportunity to remedy the problem. In the event that adidas is unable to provide any Team member or spirit squad member with an adidas Product such Team member or cheerleader can reasonably (and in good faith) wear (e.g. as a result of unusual size needs, disability accommodation or medical injuries), then the foregoing clauses at (2) and (3) shall be waived and any such Team member or spirit squad member may wear a non-adidas Product provided that such Team member or spirit squad member shall ensure that such non-adidas Product is non-branded and shall completely cover all non-adidas logos, trademarks and brand indicia; the parties hereby agree they shall cooperate to minimize any necessity for such waivers. Athletics agrees that the Athletic Program Staff shall not, during the course of its employment responsibilities, wear, use or in any way promote Products of any adidas Competitor. Athletics will further direct its Athletics Program Staff that the adidas Products are specifically selected and designed to accommodate coaching and other services provided to Athletics, and therefore, the Products are not to be used as general apparel for personal use. It is agreed and recognized that in certain circumstances, Team members and Athletic Program Staff are expected to wear business or casual attire when appearing in public for presentations, dinners or speeches. Certain coaches (e.g. basketball, volleyball, gymnastics, among others) normally do not wear athletic or athleisure attire in the course of coaching at competition. In these settings described and others where it is not customary for the Athletic Program Staff to wear athletic and athleisure attire, the Athletic Program Staff shall be under no obligation to wear adidas Products. Notwithstanding the foregoing, during the Contract Term, the Athletic Program Staff shall not, in the course of its employment responsibilities, wear, use or in any way promote any Competitor Products.

- b. Athletics and adidas agree that certain items of equipment are required for the Athletic Programs, which adidas does not manufacture or license as of the Effective Date of this Agreement ("Unavailable Items"). Unavailable Items are not included in the definition of "Products". Pending the manufacture or license of such Unavailable Items by adidas, Athletics may enter into contracts with others, including Competitors, in order to secure Unavailable Items for its Athletic Programs. In the course of the Contract Term, should adidas add an Unavailable Item to its line and Athletics in its good faith and reasonable discretion, determines the adidas item is of a quality equal or superior to the Unavailable Item otherwise used by Athletics, then the adidas produced Unavailable Item shall be deemed to be

Additional Equipment from the date of Athletics' determination; provided however, the Unavailable Item shall not become Additional Equipment, should Athletics be party to a contract which requires the contribution, purchase, and/or wearing of an Unavailable Item manufactured or licensed by a Competitor. In such instance, Athletics shall continue to meet its obligations under the Competitor's contract pending expiration or termination. Upon the termination or expiration of the Competitor's contract with Athletics, adidas and Athletics shall enter into good faith negotiations regarding Athletics' potential use of the adidas' produced Unavailable Item, whether as Additional Equipment or otherwise. In the case of swimsuits, while adidas manufactures swimsuits which the parties agree are of high quality and suitable for Athletics' purposes, adidas does not distribute such swimsuits in the United States as of the time of the execution of this Agreement. During the Contract Term, should adidas begin distribution of its swimsuits in the United States and Athletics has no contract requiring it to wear a Competitor's swimsuits, then swimsuits shall automatically be added to the definition of Product without any requirement of additional cash payment by adidas.

- c. Athletics acknowledges that "spatting," refers to taping, or otherwise covering up any portions of any adidas logo or trademark on athletic footwear supplied by adidas. Athletics agrees that it will not permit such "spatting" or taping unless it has been medically prescribed and adidas has been so advised.

- d. adidas agrees to work with any Team member experiencing problems in connection with the fit or performance of adidas shoes. In the event any Team member shall at any time suffer any physical injury, pain, or discomfort attributed to the use of adidas shoes which is serious enough to affect the athlete's performance or poses a medically verified (by an independent doctor) safety risk, or if any Team member has not received adidas shoes which fit properly, then Athletics shall so advise adidas and afford adidas the opportunity to remedy the problem. If adidas is unable to provide such Team member with adidas shoes that can be worn satisfactorily, then adidas shall waive the exclusivity requirement of this Section 6 in such a specific case until adidas can remedy the problem, provided however, that such Team member shall completely cover all non-adidas logos, trademarks and brand indicia of any non-adidas shoes while wearing such non-adidas shoes. adidas further acknowledges that regardless of its efforts to provide Team members with suitable adidas shoes, it may be medically necessary in certain circumstances for a player to "spat" or tape his feet and/or ankles to allow such player to remain in competition, without opportunity for such notice to adidas. Such medically necessary procedure, should it occur, shall not constitute a breach of this Section 6. Athletics agrees that Athletics and its Coaches shall work with adidas to eliminate the need for any unauthorized spatting or taping in the event it occurs during the term of this Agreement. If in accordance with the foregoing Athletics is unable or unwilling to discontinue any pattern or practice of spatting, then adidas shall have the option to reduce the Sponsorship Payments due hereunder as follows:

	Reduction Amount
First occurrence of Spatting*	Written warning
Second occurrence of Spatting*	Forty Five Thousand Dollars (\$45,000) Sponsorship Payments
Third occurrence of Spatting*	Seventy Five Thousand Dollars (\$75,000) Sponsorship Payments
Fourth occurrence of Spatting*	One Hundred Fifty Thousand Dollars (\$150,000) Sponsorship Payments
* cumulatively applied over the Contract Term based on number of occurrences	

e. University acknowledges that the obligation of the Athletic Program Staff, Team members, and cheerleading, dance, and other spirit squad members to exclusively wear adidas Products, as identified by adidas, shall be a material term of this Agreement.

f. University agrees that Exhibit C provides adidas with a listing of all agreements between University (or any of its Coaches) and third parties with respect to Additional Equipment that exist as of July 1, 2017 (each an “Existing Agreement”). University further agrees that, with respect to Additional Equipment for which there is an Existing Agreement, without first providing written notice to adidas and providing adidas with the opportunity to match any third party offer for such Additional Equipment and include such Additional Equipment in the definition of Products, neither University (nor any of its Coaches) shall: (i) extend or renew any Existing Agreement or renewal of an existing agreement; or (ii) enter into a new agreement for Additional Products with any third party after July 1, 2017. If University (or any of its Coaches) is not party to an Existing Agreement for Additional Equipment and adidas provides University with notice of its good faith intent to produce or license such Additional Equipment, then provided the University makes a good faith determination (for a product it currently uses) that the equipment is of a quality equal to or better than the current sports equipment used by University, and for a new product, that the quality meets the highest industry standards, then such Additional Equipment shall be included in this Agreement.

7. **Warranties.** University represents, warrants, and ensures that Athletics shall fulfill all obligations agreed to by Athletics in this Agreement and that Athletics can grant all rights that Athletics purports to grant herein. If Athletics cannot fulfill all such obligations or grant all such rights, then University shall fulfill all such obligations and grant all such rights on Athletics behalf. adidas shall not be liable to Athletics nor any member of the

Athletic Program Staff, for any injury or damage suffered from wearing or using adidas Products, except injury or damage resulting from adidas' negligence. **ATHLETICS SPECIFICALLY WAIVES, ONLY AS AGAINST ADIDAS, ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY ADIDAS PRODUCTS.**

8. Exclusivity.

a. Athletics will not grant, nor allow anyone on Athletics' behalf to grant, any of the following rights or benefits to any Competitor:

(i) the right to be recognized as, or to use in any manner the phrase, "The Official Supplier of the Athletic Footwear and Apparel of Nebraska Athletics" or any comparable phrase, or in any manner recognize a Competitor together with Athletics or any of its teams;

(ii) the right to display any Competitor's trademarks, slogans, logos, or similar indicia or marks of identification, or any Competitor's Products or services, on any Athletics facilities while such facility is being used as a competition venue by Athletics. Regarding Haymarket Park, which encompasses Hawks Field and Bowlin Stadium, the home venues of Athletics' baseball and softball programs respectively, and Pinnacle Bank Arena, the home venue for Athletics' basketball contests, and from time-to-time other of Athletics' sponsored events and contests, the parties agree and recognize that Haymarket Park and Pinnacle Bank Arena are not owned by the University and serve other non-University tenants and programs.

As such, it is emphasized and understood that any grant of rights to adidas relating to Haymarket Park and Pinnacle Bank Arena apply only to those periods of times when Athletics' events are actually conducted at that venue, and in the case of Pinnacle Bank arena, only to that portion of the facility referred to as the "arena bowl." Should the University enter into agreements similar to the one it has at Haymarket Park and Pinnacle Bank Arena, such that a non-University owned or controlled facility serves as the home venue for any Athletic Program, then similar provisions shall apply to the other non-University owned and controlled home venues. Except as specifically stated herein to the contrary, neither the University nor Athletics shall allow any Competitor to display any sign or electronic message, broadcast any audio message, or install or operate any point of presence including any kiosk or information booth at any Athletics owned facility when such facility is serving as a venue for events sponsored by Athletics.

b. Subject to the terms and conditions of this Agreement, the parties acknowledge and agree that the University shall have the right to accept cash donations from Competitors provided that such donor receives no benefit from the University other than *de minimis* donor name recognition.

- c. Nothing in this Agreement shall prevent the NCAA, the Conference, the University, Athletics or any licensee of any of them from licensing the broadcast of any of Athletics' games or Athletics related programming on television, over the Internet, or any other technology which distributes the combination of moving pictures with sound, which broadcast may or may not include the promotion, advertising or sponsorship of Competitors. Notwithstanding the foregoing, the University represents that to the extent it has effective control over the license of any such broadcast of Athletics' games and Athletics related programming, it shall contractually prohibit the licensee from including the promotion of a Competitor within the broadcast.
 - d. adidas hereby grants to the University a non-exclusive license to use, authorizes the University to sublicense others to use, and authorizes the University to subcontract with others to manufacture products incorporating or bearing adidas Marks solely for the display or broadcast of those sponsorship recognition elements described in this Agreement or as may be approved from time to time by adidas. The University shall not be obligated to pay or to cause any sublicensee to pay any royalty or other fee to adidas.
 - e. Except as specifically set forth in Section 12, nothing in this section nor in this Agreement shall be interpreted to grant exclusive rights to adidas, and to the exclusion of Competitors, to affix Athletics Marks to non-authentic athletic footwear, apparel or equipment, distributed or sold to the general public, but not worn by a Team or Athletic Program Staff in the course of participating in an Athletic Program, e.g. an item manufactured pursuant to a license with Collegiate Licensing Company.
- 9. Conflict of Interest.** Except as otherwise specifically permitted herein, Athletics shall consider and treat any sponsorship contract entered into between a member of the Athletics Program Staff and a Competitor, effective during the Contract Term, as a conflict of interest under the University's conflict of interest policies.
- 10. Sponsorship Recognition Materials.** In recognition of adidas generous donation to Athletics, Athletics shall provide sponsorship recognition to adidas listed in Exhibit B.
- 11. Unrelated Business Income Tax.**
- a. All sponsorship recognition opportunities provided by Athletics to adidas as set forth on Exhibit B as may be amended from time-to-time are designed and intended to be permissible "sponsorship recognition" materials, and not "advertising", as those terms are defined and interpreted by the courts of the United States and/or the Internal Revenue Service. As such, the sponsorship recognition set forth on Exhibit B shall not include any display, promotion or other recognition such that it prevents the sponsorship payments or donations set forth in Sections 4. and 5. from

classification as “qualified sponsorship payments” (exempt from federal income tax), as described in Section 513(i) of the Internal Revenue Code (“Code”) and the proposed or final regulations interpreting that Code section (“Regulations”), or as such Code and Regulation sections may be amended from time to time. The parties acknowledge and agree that this requirement will not prohibit adidas from displaying or announcing adidas Trademarks in the locations identified in Exhibit B, but restricts the information that is announced or displayed in connection with the adidas Trademarks. The parties acknowledge and agree that, subject to the requirements of the above referenced sections of the Code and Regulations, with respect to the sponsorship recognition opportunities set forth in Exhibit B, this section 11. a. generally prohibits the display or announcement of adidas or the adidas Trademarks together with other information in a manner that presents a qualitative or comparative description of adidas’ Products and services, price information for such goods and services, and endorsements, or inducements to purchase adidas’ Products and services. Instead, any information displayed together with the adidas Trademarks or in recognition of adidas shall be value-neutral; provided however, that the University’s or Athletics’ acknowledgment of adidas may include the adidas Trademarks or slogans that are an established part of adidas’ identity. State and local taxes, including sales/use or property tax if any, on the sponsor recognition panels/material or their installation will be paid by adidas.

- b. The University shall not provide any substantial services nor carry on any unrelated business income activity as defined in Code §513(a) in relation to any element of this Agreement that may be classified as an “exclusive provider arrangement”, i.e. the University shall not: (1) carry on a business or trade; (2) which is regularly carried on; and (3) which is substantially unrelated to the conduct of its exempt purpose of teaching, research and service. Should the Internal Revenue Service determine any payment hereunder is not a qualified sponsorship, then the University shall classify and report such payment as: (1) a royalty under Code §512(b) (5) for the license given to adidas to associate itself with Athletics Marks; (2) a covenant not to compete; or (3) a purchase discount in relation to a process in which the University determined that adidas was the successful bidder for the provision of athletic apparel and equipment.
- c. All sponsorship recognition materials listed on Exhibit B and provided to adidas by Athletics shall be reviewed and approved by Athletics in order that Athletics might assure itself that the payments provided to it hereunder may be reported as “qualified sponsorship payments” and that the proposed recognition is in keeping with the professional image and reputation of collegiate sports for which Athletics strives. In no case shall Athletics’ approval be unreasonably withheld.
- d. The parties to this Agreement are responsible in full for their respective tax reporting and payment obligations of any and all kinds. Nothing contained in this

Agreement shall obligate one party to be responsible for the other’s tax obligations or indemnify the other with respect to any tax obligation, that may arise as a result of any payment or benefit received pursuant to this Agreement. No adverse tax determination nor any adverse resolution of a tax dispute shall be cause to declare the Agreement in breach; nor shall it relieve either party of their respective obligations under this Agreement.

12. Licensed Products. University shall enter into or shall cause its licensing agent(s) to enter into and maintain in full force and effect during the Contract Term, a retail license(s) granting adidas: (x) the exclusive right throughout the Territory to manufacture and sell Authentic Competition Apparel that features Athletics Marks through any channel of retail distribution; and (y) the non-exclusive right to manufacture and sell throughout the Territory Products (other than Authentic Competition Apparel) that feature Athletics Marks through any channel of retail distribution. Notwithstanding the foregoing, adidas agree that it will not sell Products that feature the Athletics Marks through the mass channel without prior written approval from University. University further agrees that: (i) the royalty rate payable by adidas with respect to any such license(s) shall be fifteen percent (15%) of Net Sales; (ii) adidas Products shall be the exclusive Authentic Competition Apparel, and Performance Apparel sold through any retail location or distribution channel (including but not limited to the brick and mortar shops, catalogs or the Internet) owned or controlled by the University; (iii) that neither University nor its licensing agent(s) shall enter into any agreement or understanding with any Competitor to manufacture, develop, market, distribute, license or sell licensed products that feature Athletics Marks; (iv) if University or its licensing agent(s) is (as of the Effective Date of this Agreement) party to any agreement with a Competitor to manufacture, develop, market, distribute, license or sell licensed products that feature Athletics Marks, then neither University nor its licensing agent(s) will renew or extend such agreement(s); (v) no royalty shall be paid on Products provided by adidas under this Agreement; (vi) neither University nor its licensing agent(s) shall license any third party to manufacture or sell Products that infringe on adidas’ intellectual property rights in any adidas Products; and (vii) adidas will be recognized and classified as University’s provider for all sport-specific Products for University Athletic Programs special events (e.g., Midnight Madness).” University retains all license rights not otherwise granted herein.

Each Contract Year upon reasonable notice and within a reasonable time, adidas agrees to pay Athletics, directly or through its licensing representative (i.e. CLC), a guaranteed minimum royalty in the amount set opposite each such Contract Year:

<u>Year</u>	<u>Guaranteed Minimum Royalty</u>
2017/2018	\$ 500,000
2018/2019	\$ 500,000
2019/2020	\$ 500,000
2020/2021	\$ 500,000

2021/2022	\$ 500,000
2022/2023	\$ 500,000
2023/2024	\$ 500,000
2024/2025	\$ 500,000
2025/2026	\$ 500,000
2026/2027	\$ 500,000
2027/2028	\$ 500,000

The royalty owed by adidas to University pursuant to Section 12(i) shall be applied against the above guaranteed minimum royalty amounts.

13. Termination; Negotiation Following Certain NCAA Actions.

- a. The University will have the right to terminate this Agreement at any time, if:
 - (1) adidas fails to make any payment or donation-in-kind due under this Agreement, and such default continues for a period of thirty (30) days after the University provides written notice to adidas of such default; or
 - (2) adidas breaches any other material term or condition of this Agreement, and such breach continues uncured for a period of thirty (30) days after the University provides written notice to adidas of such breach.
- b. adidas will have the right to terminate this Agreement at any time, if:
 - (1) The University breaches any material term or condition of this Agreement, including the failure to use adidas Products as provided for in Section 6., and such breach continues uncured for a period of thirty (30) days after adidas provides written notice to the University of such breach;
 - (2) Members of any Team fail to wear or use adidas Products as required herein, provided however, that adidas shall have first issued written notice to Athletics of any such violation of the provisions of section 6. and the violation recurs during the same Contract Year; or
 - (3) The University prohibits any Team members from wearing adidas Products.
- c. If the University, Athletics or any governing body which has jurisdiction over the University and/or Athletics, including the NCAA or the Conference, prohibits Athletics from wearing any Product displaying an adidas Trademark, then (upon notice from adidas) University and adidas will in good faith negotiate for ninety (90) days regarding an amendment to this Agreement that reflects the impact of the foregoing on adidas. adidas shall have the right to suspend all unpaid amounts due hereunder as of the date of such notice. If the parties cannot agree to amend or

replace this Agreement by the end of such ninety (90) day period, then adidas shall have the right to immediately terminate this Agreement and any suspended payments shall be forfeited by University. In addition, if University, Athletics or any governing body that has jurisdiction over Athletics, including the NCAA or the Conference, enacts, replaces or amends any regulations, rules or restrictions applicable to the adidas Trademarks (including but not limited to NCAA Regulation 12.5.4) and the adidas Trademarks' display rights are adversely diminished, restricted or limited by such regulation, rule or restriction, then adidas and Athletics acknowledge that such diminishment, restriction or limitation reduces the value of this Agreement to adidas. Upon notice from adidas, University (on behalf of Athletics) and adidas will in good faith negotiate for ninety (90) days regarding an amendment to the Agreement that reflects the impact of the foregoing on adidas. adidas shall have the right to suspend all unpaid amounts due hereunder as of the date of such notice. If the parties cannot agree to amend or replace this Agreement by the end of such ninety (90) days period, then either party may seek (and the dispute will be subject to exclusive resolution through) expedited, binding arbitration pursuant to American Arbitration Association rules before one (1) mutually agreed upon independent arbitrator who is an expert in the sports industry in the city where such arbitrator resides. The parties agree that: (i) the sole question for the arbitrator's review shall be the extent of the reduction in value of this Agreement to adidas because of such diminishment, restriction or limitation; and (ii) the sole remedy the arbitrator may award is a reduction in the sponsorship payments in this Agreement.

- d. The parties agree that Athletics will be an elite adidas university program measured by cash, product allocation and the support specified in Section 4. b., as of the Effective Date of this Agreement, (i.e. Athletics is considered by adidas to be in a "position of prominence" within adidas' programs supporting intercollegiate athletics). Therefore, the parties agree to conduct a good faith review of the relationship in April of 2021 and again in April of 2024 to ensure Athletics' ongoing designation as an elite adidas university program, as measured by cash, product allocation and the other support described in Section 4.b. If Athletics determines (in good faith and based on objective evidence) that it is not being compensated as an elite adidas university program, then Athletics shall enter into good faith negotiations with adidas to remedy such issue. The parties shall not be obligated to remedy such issue if they cannot settle on mutually satisfactory terms. If the parties cannot mutually agree on terms to remedy such issue within thirty (30) days of entering into such good faith negotiations, then (within ten (10) days of the conclusion of such good faith negotiations) Athletics may terminate the Agreement. Such termination shall be effective as of the conclusion of the following Contract Year (i.e., June 30, 2022 or June 30, 2025) and, upon such notification to terminate, may enter into negotiations with a Competitor for an agreement that would be effective no sooner than July 1, 2022, or July 1, 2025, as applicable. For the sake

of clarity, if University is not an elite adidas university program, then termination of this Agreement shall be University's sole remedy.

- e. If the NCAA or other governing body with jurisdiction over Athletics determines that Athletics has committed an institutional violation in relation to its football and men's basketball Athletics Programs, which results in an elimination of television appearances for the offending Athletics Program, then adidas may reduce the annual payments set forth in Section 4. by 50% should the violation arise from the football program, or by 25% should the violation arise from the men's basketball program. adidas' payments shall be reinstated at their full rate once any restrictions on television appearances ceases. Should television appearances be prohibited for less than an entire sports season, then the reduction in payments shall be prorated to reflect the portion of season the relevant Team was not allowed to appear on television.
- f. The exercise of any right pursuant to this Section 13. by either party shall not prevent, and does not waive that party's right, to exercise any other remedy at law or equity to which, under the laws of the State of Nebraska, that party would be entitled.

14. Indemnification. The obligations under this section shall survive the termination of this Agreement.

- a. Indemnification of the University. adidas shall defend, hold harmless, and indemnify the University and each of its regents, officers, employees, and agents (each of which shall be referred to as a "University Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) imposed upon, incurred by or asserted against a University Indemnitee arising from or relating to, directly or indirectly, adidas's performance or breach of the terms of this Agreement and any transaction contemplated hereby, including but not limited to, the respective acts or omissions of adidas' officers, employees or agents; provided however, that adidas shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the University Indemnitee's negligent or intentional acts or failure to act.
- b. More specifically, except for any claim arising from the use of Athletics Marks in accordance with the terms hereof, adidas shall indemnify and hold any University Indemnitee harmless from any claims or demands rising from any allegation of any negligent or wrongful act of adidas, that the use of any name, picture, adidas Trademarks or other material in any sponsorship recognition material provided by adidas for display by this Agreement is illegal, unauthorized or damaging in any way to any individual or other entity.

- c. Indemnification of adidas. To the extent permitted by law, the University shall defend, hold harmless, and indemnify adidas, its directors, officers, employees, and agents (each of which shall be referred to as an "adidas Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including but not limited to, reasonable attorneys' fees) imposed upon, incurred by or asserted against an adidas Indemnitee arising from or relating to, directly or indirectly, the University's performance or breach of the terms of this Agreement and any transaction contemplated hereby, including but not limited to, the acts or omissions of University's officers, employees or agents; provided however, that University shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from adidas Indemnitee's negligent or intentional acts or failure to act. Further, the University shall indemnify and hold adidas' harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from the operation of the sponsorship recognition panels/materials or their location(s) authorized by this Agreement, except injury or damage attributable to any negligent or wrongful act of adidas.
- d. To the extent permitted by law and except for any claim arising from the use of adidas' Trademarks in accordance with the terms hereof, the University shall indemnify and hold any adidas Indemnitee harmless from any claims or demands rising from any allegation of any negligent or wrongful act on the part of the University, that the use of any of Athletics Marks used or displayed in accordance with this Agreement is illegal, unauthorized or damaging in any way to any individual or other entity.
- 15. Assignment.** Neither party may assign its rights under this Agreement to another, whether by contract or by operation of law, without the express written consent of the other party to the Agreement. Any attempt to so assign this Agreement shall be cause to immediately terminate the Agreement, notwithstanding any other provisions to the contrary.
- 16. Permits.** University shall acquire all permits and licenses, if any, that are required by law to erect the scoreboards, signs and adidas recognition panels referred to in this Agreement.
- 17. Discrimination; Compliance with Law, NCAA, Conference and University Policies; Subject to Regents Approval.**
- a. The parties, in fulfilling the terms of this Agreement, agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, disability, or Vietnam Era Veteran's or other Veteran status. To the extent applicable, the parties agree to comply with any and all law, NCAA rules and regulations, Conference rules or University policies in the performance of this Agreement. More specifically, adidas recognizes that any person who has collegiate athletic

eligibility cannot have his/her name and/or likeness utilized on any commercial product or promotion. Therefore, in conducting any activity under this Agreement, adidas shall not encourage or participate in any activity that would cause an athlete, Athletics or the University to violate any rule of the NCAA or other governing body.

- b. Any and all provisions contained in this Agreement are subject to approval by the Board of Regents of the University of Nebraska. This Agreement is not effective, nor may it be enforced in any fashion, until such approval is secured.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19. Notice. Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered by overnight mail (e.g., Fed Ex or UPS) to such party at the following addresses:

To University:

Office of the Athletic Director
One Memorial Stadium
University of Nebraska-Lincoln
Lincoln, Nebraska 68588-0120

To adidas:

adidas America, Inc.
5055 N. Greeley Avenue
Portland, OR 97217
Attn: Legal Department

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20. Modification; Waiver of Rights. This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of adidas and the University of Nebraska-Lincoln Chancellor or his/her designee.

21. Entire Agreement; Severability; No Third Party Beneficiaries. This Agreement constitutes the entire Agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the provision will be deemed modified only to the extent necessary to render

it valid and enforceable, and all remaining provisions of this Agreement will remain in full force and effect. This Agreement is solely for the benefit of the parties hereto and is not intended to (and does not) confer upon any person or entity other than the parties hereto any rights or remedies hereunder or otherwise.

22. **Independent Contractors.** This Agreement does not constitute and will not be construed as constituting a partnership or joint venture, or an employee/employer relationship or one of principal and agent, it being understood that adidas and University are and will remain independent parties.
23. **Governing Law.** This Agreement shall be controlled pursuant to the laws of the State of Nebraska and any dispute arising from it shall be resolved in a court or administrative body of competent jurisdiction in the State of Nebraska. The parties consent to personal jurisdiction in such Nebraska forums.
24. **Right of First Dealing.** Beginning ninety (90) days before the beginning of the eleventh Contract Year (i.e., April 1, 2027), Athletics shall periodically meet with adidas to negotiate in good faith the renewal of this Agreement ("First Dealing Period"). Said First Dealing Period shall extend for a period of three (3) months. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms during the First Dealing Period. Athletics shall not (nor shall Athletics permit Athletics' or University's respective agents, attorneys, accountants, representatives or employees to) engage in discussions or negotiations with any third party regarding Athletics' or University wearing, sponsoring, promoting, advertising or endorsing, or providing consulting or similar services with respect to, any Products after the Contract Term at any time during the Contract Term until the conclusion of the First Dealing Period. Notwithstanding the foregoing, nothing in this section shall prohibit Athletics nor the University from engaging in market research and similar gathering of market information during the Contract Term, provided that such market research and information gathering does not involve nor arise from discussions or negotiations with a Competitor or Competitor representative. If adidas and Athletics are unable to reach agreement with respect to the renewal of this Agreement by the expiration of the First Dealing Period, Athletics may enter into negotiations and contract with a Competitor.
25. **Nebraska Public Records Laws.** Whereas, the University is an agency of the State of Nebraska, this Agreement is subject to disclosure to any party requesting it pursuant to the public records laws of the State of Nebraska.
26. **Dispute Resolution.** In the event a dispute arises between the parties regarding the interpretation or application of any provision of this Agreement, including, without limitation, whether a breach of either party's obligations has occurred, both parties agree that, prior to filing any claim in a judicial or administrative forum, they shall meet for a period of at least two (2) days to attempt to resolve their differences. If the parties are

unable to resolve their differences, the dispute shall be submitted to a mediator agreed upon by the parties for nonbinding confidential mediation at a mutually agreeable location. Unless otherwise required by law, neither party shall disclose any aspect of the dispute or the mediation without the other party's prior written consent. If the parties fail to resolve their dispute through mediation, then the parties agree that the dispute shall be submitted to final and binding confidential arbitration before the American Arbitration Association in Chicago, Illinois. Unless otherwise required by law, neither party shall disclose any aspect of the dispute or the arbitration without the other party's prior written consent.

In Witness Whereof, the parties have entered into this Agreement as of the Effective Date written above. All terms and conditions of the Agreement not amended herein will remain in full force and effect.

adidas America, Inc.:

**The Board of Regents of the University of
Nebraska:**

By: _____
Chris McGuire
Director of Sports Marketing

By: _____
Hank M. Bounds, President

By: _____
Paul Ehrlich
General Counsel

Attest: _____
Carmen K. Maurer
Corporation Secretary

Exhibit A: CLC Special Agreement Regarding Labor Codes

- I. Introduction: The Collegiate Licensing Company (“CLC”) and the collegiate institutions represented by CLC (“Member Institutions”) are each committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective educational, research and/or service missions, and to protecting and preserving the global environment. While CLC and the Member Institutions believe that Licensees share this commitment, CLC and certain Member Institutions have adopted the following Labor Code Standards (the “Code”) which requires that all Licensees, at a minimum, adhere to the principles set forth in the Code.

Throughout the Code the term “Licensee” shall include all persons or entities which have entered into a written “License Agreement” with CLC to manufacture “Licensed Articles” (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of one or more Member Institutions. The term “Licensee” shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensees’ contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

- II. Standards: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Member Institutions prefer that Licensees exceed these standards.

A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by CLC, the applicable Member Institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards.

- B. Employment Standards: Licensees shall comply with the following standards:

1. Wages and Benefits: Licensees recognize that wages are essential to meeting employees’ basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

2. Working Hours: Except in extraordinary business circumstances, hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.

3. Overtime Compensation: In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

4. Child Labor: Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by CLC, the applicable Member Institution(s) or their designee, and the applicable Licensee(s) to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.

5. Forced Labor: There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.

6. Health and Safety: Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.

7. Nondiscrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

8. Harassment or Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal

harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.

9. Freedom of Association and Collective Bargaining: Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

Full Public Disclosure:

Each Licensee shall disclose to the Member Institution or its designee the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all items which bear Licensed Indicia. Such information shall be updated upon change of any factory site location. The Member Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.

Women's Rights:

1. Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.
2. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
3. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits
4. Workers will not be forced or pressured to use contraception.
5. Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
6. Licensees shall provide appropriate services and accommodations to women workers in connection with pregnancy.

Exhibit B: Sponsorship Recognition

Tickets (each Contract Year)

Football Home

- Twenty two (22) Premium Football Seats (best seats available)
- Ten (10) Reserved Parking Passes for Football
- Two (2) Bench/Field Passes per Football game
- One (1) adidas employee to travel with team
- adidas will have waiting list priority to purchase suites and corresponding tickets, including four (4) Reserved Parking Passes
- For one (1) mutually agreed upon home game per year, adidas to receive one hundred (100) tickets for corporate hospitality purposes

Football Away

- Twenty two (22) Premium Football Seats (best seats available)
- Two (2) Bench/Field Passes per Football Game
- One (1) adidas employee to travel with team

Football Bowl Games

- Twenty two (22) Premium Football Seats (best seats available)
- Two (2) Bench/Field Passes per Football game
- One (1) adidas employee to travel with team

Basketball Home

- Twenty two (22) Premium Men's Basketball Seats (best seats available)
- Twenty two (22) Premium Women's Season Basketball Tickets (best seats available)
- Ten (10) Reserved Parking Passes for Men's Basketball
- Four (4) Reserved Parking Passes for Women's Basketball

Basketball Post-Season

- Twenty (20) Premium Seats – Men's and Women's Post-Season Conference or NIT Tournaments (best seats available)
- Twenty (20) NCAA Basketball Tournament (Men's and Women's) tickets to each game Nebraska plays (best seats available)

Baseball Home

- Ten (10) Premium Regular Season Baseball Tickets (best seats available)
- Twelve (12) conference championship tickets (best seats available) , if Nebraska participates.
- Twelve (12) NCAA Regional tickets (best seats available) , if Nebraska participates.
- Twelve (12) NCAA Super Regional tickets (best seats available) , if Nebraska participates.
- Twelve (12) NCAA CWS tickets (best seats available) , if Nebraska participates.

Volleyball

- Four (4) Regular Season Home tickets (best seats available)
- Twelve (12) Post-Season Tickets for each round and NCAA Final Four, if Nebraska participates.
- Four (4) Reserved Parking Passes

All Other Sports/Olympic Sports

- Pool of Sixty (60) tickets

adidas Game Day Sponsorships

- adidas will receive one adidas Game Day Sponsorship each Contract Year for each of the following sports: Football (50 tickets, 10 parking), Men's Basketball (20 tickets, 10 parking), Women's Basketball (20 tickets, 10 parking), Baseball weekend series sponsor (50 general admission tickets per game, 150 total), Soccer (PA only), and Volleyball (54 tickets). Game Day Sponsorships will include an opportunity for adidas to do a game day promotion and a game day hand out. adidas will also receive additional PA announcements at these events.

Hospitality

- (2) One (1) table at the annual football banquet dinner.
- (3) One (1) table at M/W basketball banquets.
- (4) One (1) table at all Olympic sports banquets.

Signage

Football

North videoboard recognition with major corporate partners during each home regular season football game.

Volleyball

Rotating courtside signage during each home regular season volleyball match.

Media

- Print-- adidas will receive two (2) full-pages of color sponsorship recognition in the annual football media guide, with one on the left hand page next to inside back cover.
- Digital -- Using one of the adidas Trademarks designated by adidas, Athletics shall provide a prominent link from Athletics' Website to any adidas website designated by adidas (e.g., adidas.com or facebook.com/adidas). Subject to Athletics' prior approval of all content (such approval not to be unreasonably withheld, conditioned or delayed), on Athletics' Website, Athletics shall provide adidas with: (i) presenting sponsor designation on the home page; (ii) the right to instruct Athletics, during appropriate adidas campaign/Products launches to run adidas Products and adidas brand competitions/promotions, and to provide adidas with limited access to Athletics' home page in order to run such competitions/promotions; and (iii) a prominent section to promote adidas Products and the adidas Brands. adidas shall be fully responsible for all content provided by adidas to Athletics' Website. Using one of the Trade Marks designated by adidas, Athletics shall provide a prominent link (or if a link is not functionally available, then a similar connection such as "follows" on Twitter) from Athletics' Social Media to any adidas social media destination designated by adidas e.g., twitter.com/adidas facebook.com/adidas). With respect to any and all adidas website sponsorship recognition provided for herein, Athletics shall be deemed to have reasonably withheld approval of adidas requests and instructions should Athletics determine in its reasonable judgment that the instruction or request given by adidas is considered to be other than permissible sponsorship recognition according to the U.S. Internal Revenue Service.

Promotional Appearances.

- a. If requested to do so by adidas, University shall make the Coach(es) of each Athletic Program available for up to two (2) appearances per Contract Year in connection with adidas sponsored activities and promotions. Such appearances may include, but are not limited to, appearances at clinics, celebrity events, and other similar public appearances. Except as provided below, neither University nor the Coach(es) shall receive compensation for the appearances.

- b. For each appearance described in subsection a. above:
- (1) adidas agrees to pay all reasonable out-of-pocket expenses incurred by University and/or the Coach(es) in connection with such appearance;
 - (2) adidas shall give University reasonable notice of the time and place adidas desires the Coach(es) to appear;
 - (3) adidas shall not schedule any appearance at a time which would conflict with the Coach's performance of his or her obligations as a college coach; and
 - (4) No single appearance shall exceed twenty-four (24) hours in duration, exclusive of travel time, unless otherwise mutually agreed.

Exhibit C: Existing Agreements

Parties	Products	Dates
Mizuno	Softball hardgoods	9.1.15 – 8.31.18
Eye Care Specialties	Baseball on-field sunglasses	7.1.16 – 6.30.17*
Storm	Bowling hardgoods	8.22.16 – 5.31.17*

*These agreements are regularly extended by Athletics annually for an additional one year term. The parties agree that such one-year extensions shall not be deemed a breach of the Agreement, most specifically Section 6.f. Should adidas provide reasonable notice to Athletics that it wishes to provide the Product described in these agreements, then the parties shall engage in good faith discussions and negotiations to incorporate the relevant Products into the Agreement.

Exhibit D: Athletics Marks



University of Nebraska

Current Revision Date: 09/21/16

Established: 1869 **Location:** Lincoln, NE
Mascot Name: Herbie Husker, Lil' Red **Conference:** Big Ten
Nickname: Cornhuskers, Huskers

Red	Black	White	Brown	Orange	Yellow	Blue
PANTONE 186 C MADEIRA: 1147 RA: 2253	PANTONE Process Black C MADEIRA: Black RA: Black	White MADEIRA: White RA: White	PMS 469 C MADEIRA: 1250 RA: 2402	PMS 148 C MADEIRA: 1084 RA: 2593	PMS 102 C MADEIRA: 1180 RA: 2225	PMS Process Blue C MADEIRA: 1076 RA: 2220

Approved University colors or the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

Verbiage

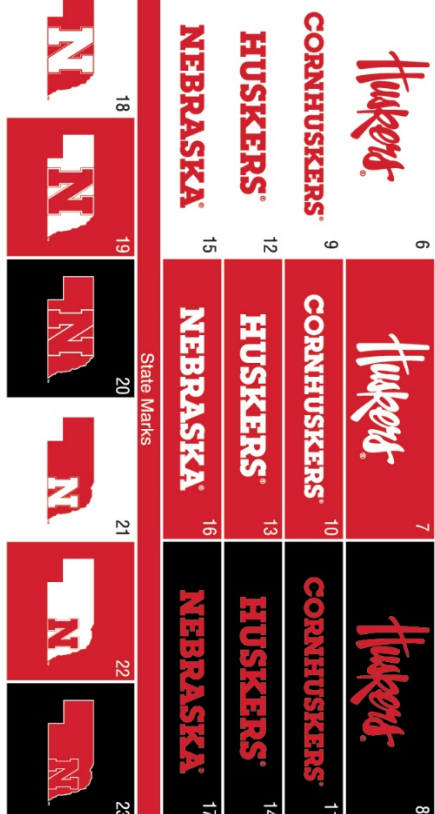
University of Nebraska ®
Nebraska ®
Huskers ®
Cornhuskers ®
NU ®
Blackbirds ®

Go Big Red™
Bob Devaney Sports Center™
Memorial Stadium™
Husker Power™
GBR™
Herbie Husker™

Primary Marks (Nebraska N - Not permitted at mass retailers)



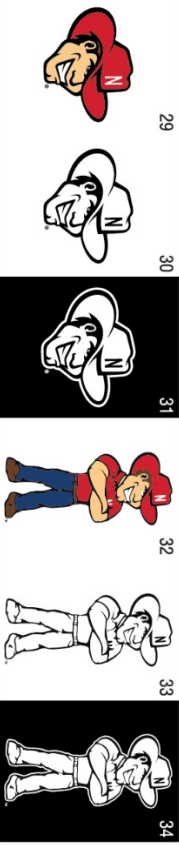
Secondary Marks



Football Marks



Herbie Marks



Institutional Marks



ADDITIONAL PERTINENT INFORMATION

- University seal permitted on products for resale (school approval required)
- No alterations or overlaying graphics to seal permitted
- University licenses consumables (must have expiration date on packaging)
- University licenses health and beauty products
- Mascot caricatures permitted (school approval required)

- Cross licensing with other marks may be permitted with an additional agreement
- No use of current players' name, image, or likeness is permitted on commercial products in violation of NCAA rules and ones
- No references to alcohol, drugs, or tobacco related products may be used in conjunction with University marks
- No alterations or overlaying graphics to Nebraska N permitted

NOTE: The marks of University of Nebraska are controlled under a licensing program administered by Collegiate Licensing Company. Any use of these marks will require written approval from Collegiate Licensing Company.

APPENDIX B
 UNIVERSITY OF NEBRASKA is the owner of all rights, title and interest in and to the following indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

College Vault

UNIVERSITY OF NEBRASKA

MARCH 8, 2016



LOGO MARKS		VERBIAGE		GENERAL INFORMATION	
1		2		3	
4		5		6	
7		8		9	
10		11		12	
13		14		15	
16		17		18	
19		20		21	
22		23		24	
25		26		27	
28		29		30	
31		32		33	

NOTE: The marks of University of Nebraska are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

In addition to the indicia shown above, any indicia adopted hereafter and used or approved for use by UNIVERSITY OF NEBRASKA shall be deemed to be additions to the indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

TO: The Board of Regents Addendum IX-B-6
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Program Statement for Gymnastics Training Facility at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the Program Statement for Gymnastics Training Facility at the University of Nebraska-Lincoln

PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved the program statement for Mabel Lee Hall renovation.

EXPLANATION: UNL Athletics’ women’s gymnastics will be displaced due to the renovation of Mabel Lee Hall. Women’s gymnastics would relocate the program into a proposed new addition to the Bob Devaney Sports Center and return approximately 13,000 net assignable square feet for academic use. Physical deficiencies in the training spaces for men’s gymnastics would also be addressed; therefore, the project would benefit two athletic teams.

The proposed gymnastics training facility would house UNL’s men’s and women’s gymnastics teams. It would include a high-bay gymnastics training facility with equipment laid out to maximize efficiency and flow between each apparatus while ensuring proper spacing for optimal student-athlete safety. Team rooms, locker rooms, equipment storage area, training areas, offices and meeting spaces would be provided with direct access to the gym. Space for observers would be provided.

The program statement has been reviewed and recommended for approval by the Business Affairs Committee.

Proposed start of construction	August 2018
Proposed completion of construction	December 2019

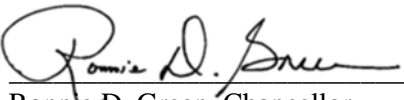
PROJECT COST: \$14,076,000

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$195,000

SOURCE OF FUNDS: Private Donations and Auxiliary and Services Funds (Athletic Revenues)

SPONSORS: Shawn Eichorst
Director of Athletics

Christine A. Jackson
Vice Chancellor for Business and Finance

RECOMMENDED: 
Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: June 21, 2017

Program Statement

Project Name: Gymnastics Training Facility
Campus: UNL City Campus
Date: May 23, 2017
Prepared by: UNL Facilities Planning & Construction
Campus Project No: 11521
Phone: 402-472-3131

1. Introduction

A. Background and history

In August 2016, UNL Athletics was informed that the existing training spaces for Women's Gymnastics in Mabel Lee Hall would be displaced due to a campus project which was funded as a result of LB957. This project would relocate the program into a new facility and return approximately 13,000 net assignable square feet for campus use. In conjunction, an opportunity exists to address physical deficiencies in the training spaces for Men's Gymnastics therefore the project would benefit two Athletics teams.

The Women's Gymnastics program was established in 1975 and has enjoyed immense success. The program boasts 32 consecutive postseason appearances including 11 NCAA Super Six and three NCAA individual champions. The women's gymnastics training gym and locker room are currently housed on the third floor of Mabel Lee Hall. The coaching offices are located in the Coliseum.

The Men's Gymnastics program has a long and rich tradition in the sport. Nebraska first fielded a team in 1939 and over the years has won eight team national championships and 42 individual event national champions. Their current training space, locker room, team room and offices are located in a space immediately north of the natatorium in the Devaney Center.

B. Project description

The proposed Gymnastics Training Facility project would be an addition on the north side of the Devaney Sports Center to house UNL's Men's and Women's Gymnastics Teams. The addition would include:

- A high-bay gymnastics training facility with equipment laid out to maximize efficiency and flow between each apparatus while ensuring proper spacing for optimal student-athlete safety. Team rooms, locker rooms, equipment storage area, training areas, offices and meeting spaces would be provided with direct access to the gym. Space for observers would be provided.
- A lobby space branded for each sport would be provided with trophy displays, banners, and vision into the training facilities for guests to observe. The lobby would be designed as a key tool for recruiting. Both sports office's reception areas would have access from the lobby.

C. Purpose and objectives

The Gymnastics Training Facility project would clear the path for the renovation of Mabel Lee Hall. Additionally, it would provide high quality training facilities to enhance the Men's and Women's Gymnastics programs. The project would maximize recruiting, safety, and excellence in each sport. That in turn would culminate in stronger opportunities to compete for Big Ten and National Championships.

The project's objectives include:

- To provide replacement training facilities for Women's Gymnastics
- To address deficient facilities for the Men's Gymnastics program
- To consolidate these two sports programs within a new addition to the Devaney Sports Center

Gymnastics Training Facility

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- To enhance student-athlete recruiting for the Men’s and Women’s gymnastics
- To provide efficiencies for coaches and student-athletes by locating offices and locker rooms directly adjacent to their training spaces

2. Justification of the Project

A. Data that supports the funding request

Women’s Gymnastics: Due to a campus project, the Women’s Gymnastics team would no longer have training space in Mabel Lee Hall. The program requires a new location for its training and support spaces.

Men’s Gymnastics: An opportunity exists to relocate the Men’s Gymnastics team in a facility with the Women’s Gymnastics program. Co-location of the gymnastics programs would create training efficiencies and result in both teams having training facilities competitive with peer institutions.

B. Alternatives considered

North Antelope Valley Parkway and Military Road Alternative

Creating a new facility for Gymnastics, Bowling and Rifle programs at the former Military North (NEMA) building site across the street at the northwest corner of North Antelope Valley Parkway and Military Road was originally considered. After Bowling was not required to relocate out of its existing location, the concept was rejected due to higher construction costs associated with demolition of the existing structure on that site and building a larger facility for more programs. Additionally, immediate adjacency to the competition area in Devaney is preferred for gymnastics.

3. Location and site considerations

A. County: Lancaster

B. Town or campus: University of Nebraska-Lincoln

C. Proposed Site



D. Statewide building inventory: 51ZZ0042000B

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E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The proposed project is an addition to the existing Devaney Sports Center. Due to the project's location, it is not anticipated to adversely affect any other facilities or programs on campus or surrounding neighborhoods.

The site lies within the 100-year floodplain and will be required to be flood-proofed in accordance with City of Lincoln and Federal Emergency Management Agency requirements. Flood proofing could include elevating the building a minimum of 1 foot above the 100-year base flood elevation and/or structural flood proofing of the building components. A FEMA elevation certificate will need to be prepared and filed with the City of Lincoln following the construction of the building to complete the documentation requirements for construction within the floodplain.

2) Utilities

The project site can be readily served with most utility services. Existing sanitary sewer, storm sewer and water mains are in close proximity to the proposed building footprint while electrical and natural gas services can be brought to the site. Campus utilities (chilled water and steam) cannot be extended to serve the project. Some utility relocations would be required to move existing mains outside the building footprint, including water and storm sewer. There is an existing 60-inch sanitary sewer trunk main and utility easement north of the project limits, the building footprint will be located outside of the utility easement.

3) Parking & circulation

Drop-off and pick-up circulation drive access is required to support activities in the new facility. The existing surface parking spaces would be reconstructed around the addition but an estimated 33 parking stalls will be lost.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.

This project complies with the objectives of the University Strategic Planning Framework for 2014-2016:

- 6.a.iv. *“Campuses shall promote through policies and scheduling, effective utilization of university facilities.”*
- 6.b. *“Maintain a safe environment for students, faculty, staff and visitors.”*
- 6.d. *“Maximize and leverage non-state support.”*

B. Consistency with the agency comprehensive capital facilities plan (year of plan and updates or revisions)

The Gymnastics Training Facility project complies with the 2013-2019 Campus Master Plan, which has been adopted by campus administration.

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The proposed project supports the following goal from the most recent Comprehensive State Plan

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for Postsecondary Education, revised April 6, 2006:

“Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.”

The new Gymnastics Training Facility would meet the needs for the athletic programs for which they are designed. It would allow the Women’s Gymnastic program, currently located in an academic building, to be in a new facility dedicated to their program. The new location would increase efficiencies for student athletes and athletic staff.

5. Analysis of existing facilities

A. Function and purpose of existing programs as they relate to the proposed project

The Women’s Gymnastics spaces in Mabel Lee Hall are programmed for another campus project. The third floor space in Mabel Lee Hall includes a training gym, satellite sports medicine and taping space, team locker room, team room, and equipment storage. The coaches’ offices are located on the second floor of the Coliseum.

The Men’s Gymnastics program is currently housed in the Devaney Sports Center but also use the floor exercise space in Mabel Lee Hall. The Men’s Gymnastics space is very limited and includes a training gym, team locker room, team room, and equipment storage. The space being vacated would be available for a future use by the Athletic Department.

B. Square footage of existing areas:

Women’s Gymnastics occupies approximately 11,585 square feet in Mabel Lee Hall and 581 square feet in the Coliseum.

Men’s Gymnastics occupies approximately 6,871 square feet in the Devaney Sports Center.

C. Utilization of existing space by facility, room and/or function

UNL gymnasts use the facilities year round for training. The space is also used for community classes and camps.

D. Physical deficiencies

The existing Women’s Gymnastics training space within Mabel Lee Hall contains the following deficiencies and safety concerns:

- Space to accommodate required training apparatuses and their recommended safety clearances
- Open training spaces
- Upper floor location of an athletics space within an academic building, causing safety concerns for equipment delivery, moving, and maintenance
- Multiple interior levels with structural obstructions within the training space
- Coaches offices in separate building from training facility
- Sport visibility and space to highlight program success and improve recruiting

The existing Men’s Gymnastics training space within the Devaney Center contains the following deficiencies and safety concerns:

- Space to accommodate required training apparatuses and their recommended safety clearances

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- Open training spaces
- HVAC chalk dust control system
- Storage space
- Sport visibility and space to highlight program success and improve recruiting

E. Programmatic deficiencies
See deficiency summary in section D.

F. Replacement cost of existing building
Not applicable

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

Women’s and Men’s Gymnastics would have new dedicated training spaces that meet their respective sport’s requirements. This facility would allow them to more effectively practice and train without having to coordinate with other sports or campus entities. It would also greatly enhance the student-athlete experience and recruiting capabilities.

2) Projected occupancy/use levels

• **Personnel projections**

Approximately 7 coaches and support staff serve the two sports teams.

• **Describe/justify projected enrollments/occupancy**

Approximately 35 student-athletes participate in the two sports teams.

B. Space requirements

1) Square footage by individual areas and/or functions

Space Description	Space Use Code	Existing NSF	Renovated NSF	New NSF	Total NSF For Project
Office Facilities (including service and conferencing)	300	1,323	0	4,250	4,250
Special Use Facilities	500	17,714	0	27,800	27,800
Circulation Area	WWW	0	0	3,350	3,350
Building Service Area (including Restrooms)	XXX	0	0	0	0
Mechanical Area	YYY	0	0	0	0
Total Net Square Footage		19,037	0	35,400	35,400

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2) Basis for square footage/planning parameters

The size and layout of the individual spaces, buildings, competition venues, and parking lots are all based on a combination of standards including the programmatic needs of the teams/groups that would use the facilities, UNL space standards, NCAA rules and regulations, and the characteristics of the project site.

3) Square footage difference between existing and proposed areas (net and gross)

	Existing	Proposed	Difference
Net Square Feet	19,037	35,400	16,363
Gross Square Feet		42,663	
Efficiency		83%	

C. Impact of the project on existing space

1) Reutilization and function(s)

The current Women’s Gymnastics program is located in a UNL building planned to be impacted by another project and the existing spaces would no longer be available for current uses. The coaches’ offices located in the adjacent Coliseum would also be returned to campus. Men’s Gymnastics is currently housed in the Devaney Sports Center in a space immediately north of the Natatorium and it would be reassigned as needed by Nebraska Athletics.

2) Demolition

Minor demolition in the existing Devaney Sports Center would occur as part of the remodeling process.

3) Renovation

There will be minor renovation of the existing facility with this project. Vacated spaces would be addressed by future projects as appropriate.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

Items planned for reuse in the Gymnastics Facility include select pieces of office equipment (i.e., computers, printers, etc.) and equipment used for gymnastics, strength and conditioning, and athletic medicine. A more detailed list of reusable equipment would be developed during the design phase of the project.

B. Additional Equipment

1) Fixed equipment

Fixed equipment would include new lockers in the teams’ dressing rooms and built-in cabinets and shelving in the satellite athletic medicine stations. A more detailed list of fixed equipment would be developed during the design phase.

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2) Movable equipment

Movable equipment would consist of new furniture in the office, conference, dressing, team rooms, and new practice and training equipment. A more detailed list of movable equipment would be developed during the design phase.

3) Special or technical equipment

Special and technical equipment would include video cameras, editing equipment, and screens. In addition, computers and peripheral equipment and some televisions would be purchased for office areas and team rooms. A more detailed list of equipment would be developed during the design phase.

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The Gymnastics Training Facility is expected to be moderately loaded; therefore, it is anticipated that the foundations would consist of augured-cast-in-place piles and associated pile caps. The structure would likely feature a slab-on-grade. The Gymnastics area would include a large open area with 2-story volume with exposed structure. Due to the acoustical needs of the space, acoustical deck would be considered. The concept of using a pre-engineered metal building for a portion of the structure would also be explored. The need for an area of refuge would be evaluated during design.

B. Heating and Cooling Systems

Due to the project site's physical location, campus utilities (chilled water and steam) cannot be extended to serve the project. High-efficiency gas-fired boilers would be provided to generate heating water for use with the AHU, VAV boxes, and unit heaters. The heating and cooling would likely be provided by standalone heating, ventilation, and air conditioning (HVAC) equipment. The gymnastics area would be served by a single zone VAV (variable air volume) air handling unit. Attention would be paid to air distribution and filtering for the removal of powder used by the gymnasts. The remainder of the facility would be served by a VAV air handling system with terminal hot water heating coils. Cabinet unit heaters and split system DX units would be provided as needed. A Direct Digital Control (DDC) system with electronic operators would be provided by UNL Building Systems Maintenance.

C. Sustainability

The project would be designed in compliance with the NU and UNL sustainability requirements as noted in the UNL design guidelines.

D. Life Safety/ADA

All new and remodeled portions of the facilities would be made accessible under the terms of the ADA Accessibility Guidelines and Nebraska Accessibility Guidelines.

Modifications to the addressable fire alarm system would be provided for the building. The system would be designed in accordance with current life safety and fire code requirements and UNL guidelines. In addition, the system would meet all current accessibility guidelines.

E. Security

Select doors would be equipped with access control devices. In addition, the facility would be

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equipped with a security system including cameras.

F. Historic or architectural significance

There are no buildings of historical or architectural significance on the site or in the surrounding area that would influence project design.

G. Artwork

The project is not subject to the 1% for Art program.

H. Phasing

The project would be constructed in one phase but portions of the work will be staggered to accommodate ongoing use of the existing facilities

I. Future expansion

Except for this project, there are currently no future expansion plans for the Devaney Sports Center.

J. Other

The site is within the floodplain boundaries and will need to meet the requirements described in 3.E.1.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The estimated probable costs of the project were developed based on past comparative construction cost data for UNL projects and assistance from professional consultants, Leo A Daly, Populous, and Building Cost Consultants. Figures for in-house services, including environmental controls, fire alarm, card access and security cameras were developed by University staff.

2) Identify year and month on which estimates are made and inflation factor used

The estimate for the proposed project was prepared in March 2017 and escalated at 3% per year to April 2019 mid-point of construction.

3) Gross and net square feet

Gross square feet	42,663 GSF
Net square feet	35,400 NSF

4) Project cost per net and gross square foot

\$398 per NSF
\$330 per GSF

5) Construction cost per gross square foot

\$271 per GSF

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B. Total project cost

Construction	
General Construction	\$ 10,471,000
Site Work/Utilities	53,000
Fixed Equipment	122,000
In-House Construction	406,000
Construction Contingency	531,000
TOTAL CONSTRUCTION COSTS	\$ 11,583,000
Non-Construction	
Project Planning	\$ 182,000
Professional Consultant Fees	1,023,000
Professional In-house	267,000
Equipment - Movable	192,000
Equipment - Special/Technical	562,000
Land Acquisition	0
Artwork	0
Other	140,000
Non-Construction Contingency	127,000
TOTAL NON-CONSTRUCTION COSTS	\$ 2,493,000
TOTAL PROJECT COST	\$ 14,076,000

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

Additional operating and maintenance costs are anticipated to be \$195,000 per year, to be funded by the Athletics operational budget.

2) Estimated additional programmatic costs per year

No additional programmatic costs are anticipated because of this project.

10. FUNDING

A. Total funds required:

\$14,076,000

B. Project Funding Sources:

The project will be funded by private donations and athletic revenues. Bridge financing of private donations may be explored at time of intermediate design and discussed with the Board of Regents at that time.

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C. Fiscal year expenditures

FY 2016-17	\$210,000
FY 2017-18	\$1,400,000
FY 2018-19	9,706,000
<u>FY 2019-20</u>	<u>\$2,760,000</u>
Total Expenditures	\$14,076,000

11. TIMELINE

a.	Program Statement	August 11, 2017
b.	Professional consultant selection approved	October 5, 2017
c.	Start design	October 2017
d.	Intermediate Design Review	March 2018
e.	Receive bids for construction	July 2018
f.	Start of construction	August 2018
g.	Completion of construction	December 2019
h.	Occupancy of new facility	January 2020

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1) CCPE review is required and information is included
- 2) CCPE review is not required.

B. Method of Contracting

1) Identify method

The method of contracting for this project would be design-bid-build.

2) Provide rationale for method selection

Design-bid-build was selected in consideration of the type of building and design required plus the beneficial local market conditions.

TO: The Board of Regents Addendum IX-B-7
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Ticketing Software for the University of Nebraska-Lincoln Athletics Department

RECOMMENDED ACTION: Approve a five-year contract extension with Paciolan Systems, Inc. for ticketing software

PREVIOUS ACTION: September 14, 2012 – The Board of Regents approved a five-year contract extension with Paciolan Systems, Inc. for ticketing software.
November 7, 2008 – The Board of Regents approved a four-year contract extension with Paciolan Systems, Inc. for ticketing software.
November 3, 2006 – The Board of Regents approved a three-year ticketing software contract with Paciolan Systems, Inc.

EXPLANATION: UNL Athletics is requesting approval of a five-year contract extension to their existing ticketing system agreement with Paciolan Systems, Inc., covering the period November 2018 through November 2023. As a result of this contract extension, Paciolan Systems, Inc. will hold constant the current annual fee for each of the next five years.

Under the proposed contract extension, the UNL Athletics Department pays a flat fee of \$323,000 through November 2023. The hosting portion of that fee (\$233,000) has not increased since 2006. Paciolan’s software and services includes ticketing, fundraising, marketing services, server hosting and PCI compliance.

Section 6.2.1.6 (e) of the *Policies of the Board of Regents* provides that “competitive bidding shall not be required for the following types of purchases: 1) Purchase of unique or non-competitive articles or services. Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are...specially designed business....related software.”

Paciolan meets the unique and non-competitive criterion in several ways:

- Husker logos and brands are the predominant brand on the ticket website. It has the look and feel of a Husker product; and
- Athletics retains control of customer/fan data when purchases are made. Husker fans are not subjected to solicitation of concerts and other events, unrelated to Husker Athletics; and
- Athletics controls internet transaction fees.

No other vendor offers the option to set fees, control the privacy of customer data and confine branding opportunities.

The contract extension was reviewed and recommended for approval by the Business Affairs Committee.

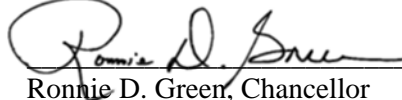
PROJECT COST: \$1,615,000 (\$323,000 x 5 years)

SOURCE OF FUNDS: Auxiliaries and Services Funds (Athletic Revenues)

SPONSORS: Shawn Eichorst
Director, Intercollegiate Athletics

Christine A. Jackson
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: June 21, 2017

**AMENDMENT NO. 4 TO
INTEGRATED TICKETING INFRASTRUCTURE AGREEMENT**

This Amendment No.4 (“Amendment”) to that certain Integrated Ticketing Infrastructure Agreement dated as of November 3, 2006 (“Original Agreement”), as amended by Amendment No. 1 on November 7, 2008, Amendment No.2 on November 3, 2013 and Amendment No.3 effective as of December 14, 2015 (collectively, the “Amended Agreement”), shall be effective as of _____, 2017 (“Amendment Effective Date”) by and between Paciolan, LLC dba Spectra Ticketing and Fan Engagement with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 (“Paciolan”) and the Board of Regents of the University of Nebraska, on behalf of the University of Nebraska-Lincoln with a principal place of business at One Memorial Stadium, Lincoln, Nebraska 68588-0120 (“Customer”).

Background

Paciolan and Customer entered into that certain Amendment No. 1 to the Original Agreement effective as of November 7, 2008 (“Amendment No.1”), Amendment No.2 to the Original Agreement effective as of November 3, 2013 (“Amendment No.2”) and Amendment No.3 effective as of December 14, 2015 (“Amendment No.4”). Paciolan and Customer now desire to further amend and supplement the Amended Agreement as specified below in order to (i) extend the Term of the Amended Agreement, (ii) restate the fees to be paid by Customer, and (iii) provide Customer with additional Hardware, Software, Software subscription services and Professional Services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Amended Agreement as follows.

Amended Agreement Amendments

1. **Supplemental Investment Addendum.** The Investment Addendum, as supplemented from time to time, shall be amended and restated in its entirety as set forth on **Exhibit A** attached hereto.

2. **Term.** Section 2(A) to the Amended Agreement shall be amended and restated in its entirety as follows:

“The term of the Agreement shall continue until November 3, 2023 (“Initial Term”) and shall automatically renew for subsequent five (5) year periods (each a “Renewal Term”) under the terms and conditions of the Agreement, including the final year’s fee terms, unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew the Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the “Term”. For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under the Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.” In the event Customer does not accept in writing such a fee increase or other adjustment prior to the commencement of a five (5) year Renewal Term, no such additional Renewal Term shall be added to the Agreement, and the Agreement shall terminate upon the expiration date of the Term. Notwithstanding any foregoing provision which may be inconsistent or contrary, the parties shall enter into a period of good faith negotiation, starting one and one-half years (i.e. 18 months) prior to the end of the Term, with respect to the terms and conditions of an additional Renewal Term. Such period of negotiation shall last three months. Should the parties fail to agree upon the terms and conditions of a Renewal Term during said period, then the Agreement shall terminate upon the expiration of the date of the Term.”

3. **Alvarado.** On behalf of Customer, Paciolan shall pay Alvarado Mfg. Co., Inc. (“Alvarado”) a one-time fee to purchase 18 ticketing pedestals on behalf of Customer, provided that Customer shall contract separately and directly with Alvarado for any support, software updates, maintenance or related expenses.

4. **Exhibit C to the Original Agreement.** Exhibit C to the Original Agreement, as amended and restated by Exhibit C to Amendment No.3, shall be amended and restated as set forth on **Exhibit B.**

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Amended Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Amended Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

**THE BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA**

Signature: _____

By: _____

Christine A. Jackson, Vice
Chancellor for Business and
Finance
University of Nebraska-Lincoln

Name: _____

Date: _____

Title: _____

Date: _____

Exhibit A
Supplemental Investment Addendum

- Marketing Automation Application Services (pursuant to the Marketing Automation Subscription Addendum attached hereto as Exhibit C) Fees - \$35,000 annually.
- Number of Login Users – up to 3
- System provisioning and implementation, including:
 - Private domain including dedicated IP address as included as an option at no additional charge (additional work to set up private domain is required from Customer if elected)
 - Development of 2 responsive design email templates
 - Subscription management and optional welcome campaign
 - Training of the following functionality:
 - Data consolidation / centralization
 - Advanced list segmentation
 - Personalized email with dynamic content
 - Forms & surveys
 - Program automation
 - Personalized URLs & landing pages / microsite
 - Reporting
- Automated nightly ticketing feed from Paciolan into the marketing automation database
- 1 annual in-person training session with 1 Paciolan representative (held on 2 consecutive days, for 4 hours each day), and 2 web-based training sessions with 1 Paciolan representative (for up to 3 hours each session)
- Weekly status calls through the initial implementation period, typically at the conclusion of the first training session and deployment of Customer's first email campaign through the marketing platform (estimated 6-8 weeks).
- 2 Personalized URLs (PURLS) - Selected from Paciolan Ticketing pURL Solution Center
- Choice of 10 Use Cases and training of those functionalities including, but not limited to:
 - Shopping Cart Abandonment – College Athletics: Limit 1 per sport
 - Behavior Based Retargeting – Limit 2 Campaigns (including 4 emails each)
 - Email Personalization – Choice of: Rep, Seat Block, Subscription or Account Info
 - Post Event Survey or Communication – Limit 1
 - Access Scan in Welcome Email or Internal Notification – Limit 1 Workflow
 - Post Event Communication using Access Scan Data - Limit 2
 - Webpage Tracking Scripts – Limit 5 pages tagged
 - Web Visit Nurturing Campaign (Automated follow up from web tracking tags) - Limit 3
 - A/B Split Testing – Limit 2
 - Birthday Campaigns – Limit 2
 - Auto opt-in for New Purchasers – Limit 1
 - Acquire opt-in from Past Purchasers – Limit 1
 - Survey email and Form - Limit 2
 - STH Renewal Intent Surveys - Limit 1
 - Lead Generation/ Data Capture Web Application Campaign – Limit 2
 - Referral Campaign – Limit 1
 - Automated Customer Reengagement Campaign – Limit 1
 - Event Non-Attendees Follow Up – Limit 1
 - Donor & Development Post Event Email Campaign – Limit 1
 - Form Submit Notifications – Limit 5
 - STH Opt-out Notifications – Limit 1
 - Post-purchase Conformation Email - Limit 1

Paciolan will maintain an organization and process to provide technical support to Customer for the Application Services. Support shall include (i) diagnosis of problems or performance deficiencies of the Application Services and (ii) prompt advice and guidance on the use of the Application Services. Paciolan will provide E-mail and telephone-based help desk support on the use of the Application Services in accordance with the Original Agreement.

SOFTWARE AND SERVICES**Qty Description****HARDWARE**

55 IDTECH SREDkey Device w/P2PE Key Injection

SOFTWARE**Paciolan Application Software**

1 t.Res Software License
1 t.Credit Software License
1 e.Venue Software License
1 Fundraisers Advantage & Donornet Software License
34 Paciolan Concurrent User License

Third Party Software

1 PACAnalytics Software License

SUBSCRIPTION SERVICES**Hosting**

1 Annual Hosting Services Fee \$233,000

PACAnalytics

1 PACAnalytics Annual License Subscription \$15,000

Marketing Automation

1 Annual Marketing Automation Application Service \$35,000

CRM

1 Annual CRM Subscription \$15,000

Credit Authorization

1 Credit Authorization Service
1 Annual P2PE Maintenance & Encryption \$23,100
1 Annual P2PE Service \$1,545

Access Management

1 Access Subscription

Service Program

34 Users, Premium Service Program (t.Res, t.Credit)

eQuery

1 eQuery License Subscription

Advantage/Donornet

1 Fundraiser's Advantage and Donornet Service

Access Management	
Qty	Description
	Hardware
1	Access server
	Software
	Access Management software licenses
18	AM Device software license fee
1	Microsoft SQL Server Standard Edition Processor License
1	Remote Software Support
18	Microsoft Windows Device CAL (Minimum of 5)
	Professional Services
3	Day(s), Configuration, Integration & Testing
* Notes:	<p>- Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.</p> <p>- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.</p> <p>- For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.</p> <p>- Scope of work is completed in phases for multi-venue/multi-activity implementations.</p> <p>- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.</p> <p>- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc.</p> <p>- Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.</p> <p>- Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.</p>

FEES AND PAYMENT TERMS

FEES	
ANNUAL HOSTING SERVICES FEE	\$233,000
ANNUAL PACANALYTICS LICENSE SUBSCRIPTION	\$15,000
ANNUAL MARKETING AUTOMATION APPLICATION SERVICE	\$35,000
ANNUAL CRM SUBSCRIPTION	\$15,000
ANNUAL P2PE MAINTENANCE, ENCRYPTION AND SERVICE	\$24,645
PAYMENT TERMS	
DUE on November 4, 2017 and each November 4 thereafter thru Term	<u>\$322,645</u>

Exhibit B
Marketing Automation Subscription Addendum

This Marketing Automation Subscription Addendum (“Addendum”) is a binding and enforceable legal agreement between Customer and Paciolan. “Application Services” means the provision of electronic access to one-to-one direct marketing software over a computer network and related technical support services. Customer represents and warrants that Customer is authorized to enter into this Addendum.

1. **DEFINITIONS**

The “CAN-SPAM Act” means the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

“Confidential Information” shall have the meaning set forth in Section 5.

“Customer Data” means all electronic data or information submitted by Customer to the Application Services.

“Non-Public Personal Information” shall mean personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers.

The “UIGE Act” means the Unlawful Internet Gambling Enforcement Act of 2006.

2. **USE**. Customer may use the Application Services only in and for Customer’s own internal purposes and business operations contemplated herein. Customer may not use the Application Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Customer hereunder, in whole or in part, is granted except as expressly provided by this Addendum. Neither Customer nor any of Customer affiliates shall reverse engineer, decompile or disassemble the Application Services. Nothing in this Addendum will entitle Customer or any of Customer affiliates to access or use the source code of the Application Services. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Customer shall not (a) modify, copy or create derivative works based on the Application Services; (b) frame or mirror an content forming party of the Application Services, other than on Customer’s own intranets or otherwise for its own internal business purposes; (c) reverse engineer the Application Services; or (d) access the Application Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Application Services.

3. **EMAIL FOOTER**. Customer acknowledges and agrees that a default footer shall be added to each email sent via the Application Services, which footer shall include (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of the future commercial mailings; (iii) the sender’s valid physical mailing address; and (iv) a link to Customer’s privacy policy.

4. **CUSTOMER RESPONSIBILITIES**. Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the CAN-SPAM Act. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Non-Public Personal Information. Customer understands and acknowledge that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes has not granted permission (or otherwise “opted-in”) to Customer to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan’s applicable service provider has no obligation to supply or “scrub”

any message recipient list; and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

5. **CONFIDENTIALITY**. Customer acknowledges that the Application Services and any other information provided to Customer by Paciolan incorporate confidential and proprietary information developed by, acquired by, or licensed to Paciolan (“Confidential Information”). Customer will take (and will cause Customer affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Customer nor any of Customer affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except to those of Customer employees or consultants who require access for Customer authorized use of the Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Addendum. Customer acknowledges that any unauthorized use or disclosure by Customer or any of Customer affiliates of the Confidential Information may cause irreparable damage to Paciolan. If Paciolan becomes aware of Customer breach or threatened breach of this Section 5, Paciolan may suspend any and all rights granted to Customer under this Addendum and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Paciolan.

6. **INDEMNIFICATION**. Customer shall defend, indemnify, and hold Paciolan and its licensors harmless against any loss, damage, or cost (including reasonable attorneys’ fees) incurred in connection with a claim, demand, suit, or proceeding alleging that (a) Customer Data infringes the intellectual property rights of a third party, (b) Paciolan’s or its licensors’ use of any Customer Data, as permitted by this Addendum, has otherwise harmed a third party, (c) Customer use of the Application Services other than in compliance with the terms of this Addendum, or (d) Customer violation or alleged violation of applicable laws including without limitation, personal privacy laws and laws related to the distribution of email and other one-to-one digital communications, including without limitation, either the CAN-SPAM Act or the UIGE Act.

7. **REPRESENTATIONS AND WARRANTIES**. Customer represents and warrants that: (a) every recipient to whom a message is sent via the Application Services shall have given Customer consent (“opted-in”) to send such message; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the CAN-SPAM Act; and (d) Customer engages in no activity in violation of the UIGE Act nor shall Customer use the Application Service to advertise or otherwise promote any activities that would violate the UIGE Act.

8. **OUTAGE POLICY**. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT PACIOLAN DOES NOT WARRANT THAT THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT PACIOLAN MAY OCCASIONALLY EXPERIENCE HARD OUTAGES DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN PACIOLAN’S CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED A BREACH OF THIS ADDENDUM.

9. **OWNERSHIP**. All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable service provider(s), whether or not specifically recognized or perfected under applicable law. Paciolan or its applicable service provider(s) shall own all rights, title and interest, including all intellectual property rights, in and to the Application Services, any improvements to the Application Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Customer request. No rights are granted to Customer hereunder other than as expressly set forth herein. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Paciolan or its applicable service provider(s) by virtue of this Addendum or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer affiliates to transfer and assign) to Paciolan or its applicable service provider(s) all rights, title, and interest which Customer or any of Customer affiliates may have in to such refinements and improvements. As between Paciolan’s applicable service provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE APPLICATION SERVICES ARE PROVIDED HEREUNDER “AS IS” WITHOUT WARRANTY OF ANY KIND. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PACIOLAN AND ITS APPLICABLE SERVICE PROVIDER(S) EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE APPLICATION SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE APPLICATION SERVICES, WHETHER MADE BY EMPLOYEES OF PACIOLAN OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS ADDENDUM, SHALL BE DEEMED TO BE A WARRANTY BY PACIOLAN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF PACIOLAN WHATSOEVER.

11. **CUSTOMER MARKS.** Paciolan and its applicable service provider(s) may use Customer trademarks and trade names (“Marks”) solely in connection with the authorized provision of the Application Services. Any other use of Customer Marks shall be with Customer prior written consent and subject to all written guidelines regarding the use of Customer Marks.

12. **THIRD PARTY BENEFICIARY.** Paciolan’s applicable service provider shall be deemed a third party beneficiary under this Addendum and Customer shall be liable to Paciolan’s applicable service provider for any damages arising due to Customer’s breach hereof to the same extent as if Paciolan’s applicable service provider had been a signatory hereof.

13. **ANTI-SPAM CERTIFICATIONS.** Customer certifies that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list. Customer certifies that all subscribers to be used in connection with the Application Services have provided permission to Customer to send them email.

14. **TERMINATION.** Paciolan may immediately terminate this Addendum upon notice to Customer if Paciolan’s applicable service provider or Customer receives notice from any governmental entity that Paciolan’s applicable service provider (in connection with its provision of Application Services) or Customer alleged to be in violation of UIGE Act. Upon any termination for cause by Paciolan, Customer shall remain obligated to pay all fees owed for the remainder of the subscription term, all of which shall become immediately payable in full. Following the termination or expiration of this Addendum, Customer shall have 30 days to access its account and download/export Customer Data. Upon expiration of such 30-day period, Paciolan’s applicable service provider may convert Customer’s account to an inactive status. Paciolan’s applicable service provider may delete all Customer Data upon Customer’s account converting to inactive status.

15. **GOVERNMENT CONTRACTS.** Paciolan’s or its applicable service provider’s performance of its obligation under this Addendum is not related to Customer’s performance of any government contract it has, nor does it involve performing, undertaking or assuming any obligation that Customer may have under any government contract. Customer will notify Paciolan in writing any time such a situation arises or appears it may arise so that Paciolan’s applicable service provider can determine if it wishes to alter its contractual relationship under those changed circumstances.

16. **TRANSITION.** At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Application Services under similar terms and conditions.

TO: The Board of Regents Addendum IX-B-8
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Amended and Restated Agreement for Lease and Operation of the University of Nebraska-Lincoln Bookstore

RECOMMENDED ACTION: Approve an Amended and Restated Agreement for Lease and Operation of the University of Nebraska-Lincoln Bookstore

PREVIOUS ACTION: April 18, 2008 – The Board of Regents approved an exclusive agreement between Follett Higher Education Group, Inc. and the University of Nebraska-Lincoln Bookstore granting the exclusive right to lease, operate and manage the bookstore operations for ten (10) years.

EXPLANATION: UNL’s contract with Follett Higher Education Group, Inc. (Follett) to operate the University Bookstore expires in June 2018. Upon a review of the rapidly changing college bookstore environment, results of an independent consultant’s analysis, and feedback from UNL students to a nationwide bookstore preferences survey, negotiations were conducted with Follett to determine whether an extension would be mutually beneficial.

The recommended Agreement continues an annual guaranteed commission of \$1.62 million for the three-year initial term of the contract, \$30,000 annually for bookstore scholarships, and signing incentives for the initial contract period and at the beginning of each of two optional years. In addition, all textbook pricing parameters in the current agreement will continue in all extension years.

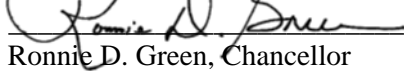
The proposed contract extension provides for a three-year initial term with two, one-year renewal options.

The proposed contract has been reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: None

SOURCE OF FUNDS: N/A

SPONSOR: Christine A. Jackson
Vice Chancellor for Business and Finance

RECOMMENDED: 
Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: June 21, 2017

**Amended and Restated
University of Nebraska - Lincoln
Agreement for Lease and Operation
of University Bookstore**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into the 30th day of June, 2017, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of government of the State of Nebraska (the “**University**”), for and on behalf of the University of Nebraska - Lincoln, (“**UNL**”) and Follett Higher Education Group, Inc., an Illinois corporation (“**Contractor**”).

WHEREAS, UNL and Contractor entered into an Agreement for Lease and Operation of University Bookstore, effective as of July 1, 2008 whereby Contractor was awarded the contract for the lease, management and operation of the University Bookstore as set forth therein (the “2008 Agreement”); and

WHEREAS, UNL and Contractor now desire to amend the 2008 Agreement and restate it in its entirety as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Lease of Bookstore Premises.** The University hereby leases to Contractor and Contractor leases from the University the premises comprising the University Bookstore, located in the Nebraska Union on UNL’s city campus and the East Union on UNL’s east campus, in Lincoln, Lancaster County, Nebraska, the specific floor plans of such University Bookstore, attached hereto as **Appendix “A”** (the “**Bookstore**”).
2. **Term of Agreement.** This Agreement shall be effective upon execution by both parties and shall replace the 2008 Agreement as of that date. Unless sooner terminated, the Agreement shall continue in full force and effect for a period beginning with Contractor’s commencement of Bookstore operations and ending on June 30, 2018 (the “**Initial Term**”). After the Initial Term, this Agreement is renewed for a three (3) year term, with options for the University to renew for two successive one (1) year terms (collectively the ‘Renewal Term.’) Such notice to renew after the initial three year term shall be made by the University to the Contractor at least one hundred and fifty (150) days before the expiration of the then current term. Each annual period beginning on July 1 and ending on June 30 during the Initial Term or Renewal Term of this Agreement shall be defined as a “**Lease Year**”. The Lease Year shall serve as the basis for financial calculations and reporting as required under this Agreement.

3. Termination of Agreement.

- a. Except as provided in Section 3.c. below, this Agreement may be terminated during the Renewal Term by either party, with or without cause, by giving the other party not less than 150 days written notice prior to the date of termination. Such termination shall be without liability to the terminating party.
- b. The University shall have the right to terminate this Agreement immediately upon the bankruptcy of Contractor or initiation of bankruptcy proceedings by or against Contractor (whether voluntary or involuntary) or for acts by Contractor or any of its individual directors, officers or employees in the performance of this Agreement that are in violation of any criminal law. Upon Contractor's receipt of University's written notice of termination, termination under this Section 3.b. shall be effective in accordance with the terms of such notice.
- c. Termination of this Agreement shall not affect any right of either party which accrues prior to such termination.
- d. Ownership of Permanent Leasehold Improvements. All permanent leasehold improvements and fixtures in the Bookstore shall become the property of the University at the termination, expiration, or non-renewal of the contract.
 - i. Should the University terminate this Agreement without cause prior to the expiration of the Initial Term., the University shall pay Contractor the depreciated book value (based upon straight line depreciation over ten years from the in-service date(s)) of the permanent leasehold improvements made to the Bookstore and fixtures installed by Contractor during the Initial Term of this Agreement, such Initial Term leasehold improvements and fixtures are discussed more fully in Section 4.c. of this Agreement.
 - ii. Should the University terminate this Agreement without cause, or Follett terminates for cause, or upon expiration of this Agreement after the end of the Initial Term, but prior to the expiration of the Renewal Term, the University shall pay Contractor the depreciated book value (based upon straight line depreciation over three years from the in-service date(s)) of the permanent leasehold improvements made to the Bookstore and fixtures installed by Contractor during the Renewal Term, such Renewal Term leasehold improvements discussed more fully in Section 4.c. of this Agreement.
 - iii. If the contract is terminated for cause as outlined in Section 3.b., then the University shall not reimburse the Contractor for the undepreciated portion of either the Initial Term leasehold improvements and fixtures nor the

Renewal Term leasehold improvements and fixtures, and all such improvements shall immediately and without further action become the property of the University and, upon request of the University, Contractor will complete all documents or agreements required to evidence such ownership by the University.

- e. If this Agreement is terminated for any reason other than bankruptcy or violation of a criminal law as provided in Section 3.b., Contractor shall, at the option of the University, continue to lease and operate the Bookstore in accordance with the terms and conditions of this Agreement until another bookstore contractor or the University assumes actual operation of the Bookstore, provided Contractor shall not perform in this interim capacity for more than six (6) months following receipt of Contractor's notice of the termination.

4. Contractor's General Rights and Responsibilities.

- a. General. Contractor shall furnish all management, labor, equipment, goods and supplies necessary to provide professional full-service university bookstore services at the locations specified in **Appendix "A"**. Contractor shall provide a full range of merchandise and services traditionally found in reputable academic bookstores, including, but not limited to, textbooks, course materials and supplies, custom anthologies, general books, collegiate logo-bearing merchandise and clothing, and gifts.
- b. Facilities and Location. Contractor shall conduct retail bookstore operations at those locations specified as retail sites in **Appendix "A"**. Should UNL desire to change such locations, Contractor agrees in good faith to engage in discussions and negotiations to make such relocations as UNL might reasonably request. In addition to the retail sites, Contractor may use approximately 9200 square feet located in the warehouse space at 1820 "R" Street, four blocks to the east of the City Campus retail location; provided that Contractor acknowledges its use of such warehouse space may be terminated at any time, upon ninety (90) days written notice to Contractor, pending Board of Regents' decisions and/or action with respect to certain land use matters.
 - i. Contractor is granted a non-exclusive license to use and access Bookstore premises and such other UNL facilities reasonably necessary to perform its obligations under this Agreement.
 - ii. Contractor shall be responsible for securing all entrance and exit doors to the Bookstore facilities, including any warehouse space subject to this Agreement, during any period that the Bookstore is closed. Any store security system or equipment is property of the Contractor. UNL will

provide security service to the building in which the Bookstore is located to the same extent and in the same manner as is provided by UNL to other similarly situated UNL buildings, provided that UNL will not provide surveillance internal to the Bookstore facilities. Notwithstanding UNL's provision of security services, the University shall not be liable for any injury, losses or damages suffered by the Contractor, its employees and agents, or property as a direct or indirect result of such UNL provided security services, even if the injury, loss or damage arises due to the negligence of the University, its employees or agents.

- iii. Contractor shall cooperate with the UNL Police Department by immediately reporting to UNL police all suspected security violations, including any evidence of a security breach or criminal activity in or about the Bookstore.
 - iv. Contractor shall cooperate with UNL in its efforts to prevent theft of Contractor, UNL and customer property in and about the Bookstore. With assistance of the UNL Police, Contractor shall develop and maintain a security program for the Bookstore, with specific attention to those times and events (e.g. textbook "rush" and buy-back periods) when security concerns are heightened. Contractor shall assist UNL with the enforcement of its student code of conduct, applicable rules and regulations of the National Collegiate Athletic Association and other policies with respect to alleged student, faculty or staff misconduct relating to the Bookstore.
 - v. Contractor shall be responsible for access control (e.g., keys) to those portions of UNL's facilities occupied by the Bookstore. Contractor will ensure that the UNL Police Department is provided access to the Bookstore at all times throughout the Initial Term and Renewal Term.
 - vi. Contractor shall be responsible for all risk of loss to merchandise of any kind at all times, including loss occurring while in-transit, regardless of where the loss occurs (i.e. on- or off-campus) except to the extent that any such on-campus loss is due to the negligence of the University, including but not limited to failure of mechanical systems. In no case shall any liability owed to the Contractor by the University, under this subsection, exceed the wholesale cost of the merchandise to the Contractor.
- c. Renovations and Improvements. Contractor shall provide design consultation regarding its proposed renovations to the Bookstore.

- i. Initial Term Leasehold Improvements. Within sixty (60) days after the execution of the 2008 Agreement, Contractor shall provide to UNL a design plan for the interior renovation of the Bookstore, substantially consistent with its RFP proposal. The plan shall include, but not be limited to, plans for all book and merchandise display with a focus on visibility and functionality, efficient and effective register locations, and Contractor's office and storage space located at the retail sites. All such design plans are subject to the review and approval by the University.

More specifically, the design plans shall include the following improvements:

- City Campus - New floor coverings in main bookstore and convenience store, new cash wraps in the main bookstore, approximately twenty (20) feet of additional slat wall and wall touch-up.
 - East Campus - Relocate the primary entrance closer to the main north entryway of the East Campus Union facility, build a demising wall with a door between the UNL Copy Center and the bookstore, install new fixtures, floor coverings and paint, construct an office in the current storage area.
- ii. Renewal Term Leasehold Improvements. Within sixty (60) days after the execution of this Agreement, Contractor shall provide to UNL a design plan for the interior renovation of the Bookstore. The design plan should enhance the visibility and selection of UNL branded merchandise as described in Section 4.g., and other non-book items. All such design plans are subject to the review and approval of the University, must comply with all University policies and procedures and all applicable laws, rules, codes and regulations. Any and all work must be coordinated with the University.
 - iii. Upon request of the University, Contractor shall participate and cooperate in any and all University projects that impact the Bookstore facilities under mutually agreeable terms. Contractor shall work with the University and use its best efforts to identify corporate or alternative external funding to financially support any necessary expenses related to future renovations or new construction related to the Bookstore.
- d. Book Sales. Contractor shall purchase, display, and sell new and used textbooks, trade, paperback, technical, and reference books, as well as other educational materials and supplies at Contractor's own expense, during the term of Agreement.
 - i. Contractor shall develop and maintain a UNL-specific website related to the marketing and promotion of the Bookstore (the "**Bookstore Website**"). The Bookstore Website shall provide on-line services such as book order

submission, reserve book-ordering, order status, quantities, and promotional information related to the products available at the Bookstore. All purchases made through the Bookstore Website shall be included for purposes of computing the Annual Payment described in Section 6 below.

- ii. Contractor shall, whether by separate agreements with publishers and other distributors or by other means of its own design, provide to UNL students when available, the electronic downloads of any and all curricular materials that are carried in traditional print format in the Bookstore. All purchases made of such downloaded materials shall be included for purposes of computing the Annual Payment described in Section 6 below.
 - iii. Contractor shall ensure that all textbooks and course materials (whether in hardcopy or electronic form), and other necessary educational supplies, are available for purchase at the specific times such items are needed by the students.
 - iv. Contractor shall offer for sale UNL-produced educational materials (e.g., course anthologies) as instructed by UNL. Contractor shall obtain all clearances or permissions necessary to avoid copyright, trademark, or other intellectual property infringement by UNL and its faculty and staff.
- e. Textbook Selection and Ordering Process. The selection of texts and other course materials rests within the discretion of the faculty, departments, colleges, and schools within UNL.
- i. For each academic term, the Contractor shall prepare, distribute or post electronically to UNL departments, faculty and staff the requisition forms (according to a time schedule and in a form acceptable to UNL) for the faculty, department, college or school selection of all texts, supplies, and other course materials designated for each course offering, in order that Contractor may secure and stock such course materials in a timely manner.
 - ii. Contractor shall make reasonable efforts to notify faculty members and authorized departmental designees (“UNL Textbook Coordinators”) of the time schedule and process necessary to complete requisitions in a timely manner.
 - iii. Contractor shall, whenever required, exert its best efforts in conjunction with UNL and its UNL Textbook Coordinators, to ensure prompt and timely submission of requisitions for the books, supplies, and curricular materials. In exerting such effort, Contractor shall develop and implement incentive programs (such programs to be reviewed and approved by UNL) to foster timely order submission by UNL Textbook Coordinators for such books, supplies and curricular materials.

- iv. Contractor shall provide training for each UNL Textbook Coordinator designed to develop an effective and cooperative working relationship. Contractor shall provide such other UNL personnel training with respect to the textbook selection and ordering process, as may be reasonably requested by UNL.
- v. Notwithstanding the foregoing, the Contractor shall not be responsible for the consequences arising from the failure of faculty and UNL Textbook Coordinators to submit requisitions in a timely manner; provided that Contractor shall make every reasonable effort to supply textbooks and course materials selected regardless of when the requisition is received by Contractor.
- vi. UNL shall require its UNL Textbook Coordinators to submit the requisitions discussed herein to Contractor; provided that Contractor shall provide reasonable access to the requisition information to other entities (e.g. bookstores) upon written request. Following prior approval by UNL, Contractor shall be authorized to charge a reasonable fee for assembling and copying the requisition information in response to such written requests.
- vii. Contractor shall use its best efforts to increase used textbook sales by (among other tactics) retaining used textbooks purchased at the Bookstore's "buy-back", if the texts are required for the following academic term, and further, by purchasing or acquiring used textbooks from other sources, if necessary.
- viii. Upon request, Contractor shall enter into good faith negotiations for the off-campus sales of textbooks and other course materials where UNL and UNL affiliated courses are taught (e.g. the Nebraska College of Technical Agriculture in Curtis, Nebraska). Transportation and delivery expenses related to such off-campus sales shall be borne by Contractor.
- ix. Contractor shall use its best efforts to ensure that textbooks and course materials requested in requisitions timely received, will be available in the Bookstore and on the Bookstore Website in sufficient quantities to meet demand, and in downloadable electronic form (if available), no later than three days prior to the academic term for which such materials are to be used. Should the stock for any textbook or other course material required for a course be depleted or sold out before student needs are met, Contractor shall promptly contact all available sources until it is able to purchase a sufficient quantity of such textbook or course materials for the Bookstore inventory. In the event delivery is more efficient for Bookstore Website orders, then Contractor agrees to assist students with website orders.

- x. Contractor may remove textbooks and course materials from display shelves and return them to publishers, if such an opportunity exists, thirty (30) days after the start of an academic term.
 - xi. Contractor shall promptly respond to requests for “special orders” of textbooks, general books, and other items. In addition, Contractor shall facilitate locating “hard-to-find” and out-of-print books from both foreign and domestic publishers by using electronic networks, research services and other means to order such with speed and efficiency. Contractor shall, to the best of its ability, fill all special orders for textbooks, trade books, merchandise and all other items. Upon request, out-of-stock textbooks and course materials shall be shipped via next day air. Other merchandise may be shipped in a manner consistent with reasonable industry standards. Contractor shall pay all freight expense for special ordering services.
 - xii. Contractor shall provide “desk copies” of textbooks to UNL faculty who are unable to obtain copies of equivalent textbooks from the publisher within a reasonable time period. Should the faculty member fail to replace the Contractor provided “desk copy” with a new textbook before the end of academic term for which it was requested, Contractor shall bill the faculty member’s department for the retail price of the book.
 - xiii. Contractor shall sell trade, paperback, technical, and reference books in response to current national and local market demands, as well as such non-course materials (e.g. school supplies, dictionaries, and study guides) as are commonly used by students and/or reasonably requested by UNL.
- f. Book Pricing, Buyback, and Refunds. Contractor shall implement pricing, buyback and refund policies that are no less favorable than the industry standard for similar university bookstores across the United States and retail establishments in Lincoln, Nebraska. Similarly, such policies must meet or be more favorable than the industry standards for web-based sources of print and electronic curricular materials. Contractor shall conspicuously post, in the Bookstore, on its website and such other permissible places and manners as may effectively communicate to its customers, Contractor’s policies concerning refunds, Buyback, exchanges and discounts.
- i. On new textbooks, trade books, coursepacks, text “packages,” “kits,” “sets,” and “bundles,” selling price shall be no higher than the lesser of the publishers’ list price, or the price determined by applying a 23% gross margin (cost divided by .77) on Net Price books and list price books sold to Contractor at less than a 23% discount off list. “Net Price” shall be Contractor’s invoice cost of the item exclusive of shipping charges, less supplier or other discounts.

- ii. On ebooks and other digital content, when Contractor determines the end-user price, the selling price shall be no higher than the lesser of the publishers' list price, or the price determined by applying a 23% gross margin (cost divided by .77) on net price content, and when the publisher determines the end-user price and Contractor acts as agent, Contractor will use the publisher price.
- iii. Contractor shall offer all used textbooks, while potentially worn, yet in good usable condition, whether cloth, paperback or otherwise, at a price not exceeding 75% of the new textbook selling prices.
- iv. Contractor will sell other merchandise (addressed in detail at sub-section g. below) at prices based on markups, or margins not exceeding the normal gross profit margin for such merchandise within the campus bookstore industry. New York Times bestsellers (hardback and paperback) shall be sold at Contractor's standard bestseller discount.
- v. Contractor shall provide all UNL employees no less than 10% discount on all regularly priced books, textbooks, course materials and supplies, as well as regularly priced Merchandise (as defined in subsection g. below) in the Bookstore. UNL departments and other administrative units shall be offered no less than 20% discount on all regularly priced Bookstore purchases. Should the Contractor's textbook cost include a discount from the publisher or distributor, Contractor shall pass on such discounts on to purchasers.
- vi. Within fourteen (14) days of the receipt of a written request by UNL, Contractor shall provide clear, auditable written evidence of its compliance with pricing policies.
- vii. Contractor shall implement a "customer-friendly" return and refund policy in accordance with the provisions of this subsection. Any modifications to Contractor's return and refund policy must receive prior approval by UNL.
 - Contractor shall issue refunds in the original form of payment.
 - Defective textbooks shall be replaced at no cost.
 - New and used textbooks and other required course materials, in an unused condition, may be returned for full refund within seven (7) calendar days of the beginning of the Fall or Spring term, or anytime within two (2) calendar days from the date of purchase.

- New and used textbooks and other required course materials, in an unused condition, may be returned for full refund within two (2) calendar days of the beginning of any Summer session term.
- All other school or course supplies (except customized curricular materials, study outlines and magazines) may be returned if in an unused condition for full refund within any reasonable time.

Contractor's Bookstore manager may waive all or part of the return and refund policies if a customer requests a modification to the policy, and such is in the best interests of the customer.

- viii. Contractor shall have the exclusive right to purchase used textbooks and course materials on UNL property (which, for purposes of this paragraph, excludes City of Lincoln, Nebraska, right-of-ways and street set-backs) and shall purchase such books and materials in quantities reasonably estimated to meet the demand for used adopted text books and course materials for the coming academic term (or academic year should the course not be offered in the next term). While Contractor shall plan for the period at the end of each semester when the greatest volume of book Buyback occur, Contractor shall offer to purchase resalable used textbooks and course materials year round. Adopted used textbooks shall be purchased by Contractor at prices at or above industry standard prices, and in any case, no less than sixty (60%) percent of the current retail price for the textbooks, if purchased new. Used textbooks no longer adopted by UNL's course offering shall be purchased at the highest possible wholesale price, as determined by the national industry guidelines established for textbook Buyback.
- ix. Contractor shall not be obligated to buy back books identified as complimentary books provided to faculty by the publisher or other distributor.
- x. On rental books, Contractor will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
- xi. Contractor shall offer Price Matching Program ("PMP") where textbooks and course materials are sold at a price not to exceed a valid competitor's advertised sale price, when evidence of such competitor's price is provided by the customer at checkout and complies with the terms and conditions outlined below.

The PMP includes textbooks (new, used and rental) that are currently in-stock at the Bookstore as well as at competing retailers, but excludes digital books. The following terms and conditions apply:

- a) The book must be in stock at the Bookstore and with the retailer advertising the lower price. Retailers include: a local bookstore, Amazon (excluding its Marketplace) and Barnes & Noble. This program excludes peer-to-peer marketplaces and online aggregator sites.
 - b) The lower priced item must match the exact book and edition purchased or rented, including accompanying CDs, online access codes, student manuals, etc.
 - c) Once verified, the Bookstore associate calculates the difference and adjusts the selling price to coincide with the valid competitor's price. The difference and related adjustment to selling price shall be recognized and granted at the point of sale. Contractor shall grant a customer's request for price matching up to seven (7) days after the date of purchase if the above requirements are met. The difference and related adjustment shall be credited to the student in the tender used to process the original sale of the item.
 - d) The PMP and its terms and conditions are subject to change over the term of this Agreement at Contractor's discretion after consultation with University.
- g. Merchandise and Pricing. Contractor shall offer to the UNL community and the public at large, a significant selection of "soft goods," including but not limited to office supplies, magazines, computer software, stationary, imprinted sporting goods, UNL or UNL Alumni Association name and/or logo-bearing clothing, collectibles and novelties, incidental household goods, desk and room accessories, personal care items, snacks and drinks, memorabilia, and other related items normally sold in a college bookstore, to the extent that the sale of such items are approved by UNL, comply with applicable UNL policies and guidelines, and are compatible with the educational mission of UNL (collectively "**Merchandise**").
- i. Contractor shall, at a minimum, maintain Bookstore Merchandise in such varieties and nature as has been stocked over the recent years prior to the Effective Date. Contractor shall maintain a current understanding of national and local markets and trends with respect to Merchandise in university bookstores. Bookstore Merchandise shall reflect new trends and market demands in addition to traditional Merchandise.

- ii. Contractor shall offer in the Bookstore an appropriate selection of items associated with graduation, including but not limited to, graduation announcements and invitations, and cap and gown distributions (both sales and rentals). In addition, Contractor shall provide pertinent information about commencement regalia by postcard, newspaper, electronic means or other communication approved by UNL to reach graduating students.
- iii. Contractor shall offer greeting cards, and at appropriate times, provide gift-wrapping services.
- iv. Contractor shall offer in the City Campus Bookstore a variety of foods and drinks at reasonable prices, such foods, drinks and prices subject to specific prior approval by UNL; in no case shall such offerings conflict with UNL contracts which may presently grant or grant in the future exclusive rights to serve a particular food or beverage (e.g. exclusive beverage pouring rights). Contractor must obtain specific written approval from UNL to offer for sale, free distribution, or sampling in the Bookstore any product that is not included on a UNL pre-approved list, which list shall be provided from time-to-time to Contractor by UNL.
- v. Contractor shall sell Merchandise at prices based on markups or margins not higher than the nationally accepted standards for university bookstore gross profit margins.
- vi. Within fourteen (14) days of a request from UNL, Contractor shall provide clear auditable written records demonstrating that pricing and Merchandise selection complies with the provisions of this agreement, including but not limited to UNL's approved pricing and Merchandise selection policies.
- vii. Contractor shall not display nor sell any item or service that UNL requests be removed from the Bookstore offerings. Initial "**Restricted or Excluded Merchandise Items**" are found on **Appendix "B"** attached hereto.
- viii. Contractor shall issue full refunds in the original form of payment for all Merchandise returned by purchasers, provided that such Merchandise is returned: in an unused condition; within a reasonable time of original purchase; and accompanied by a valid receipt of purchase.
- ix. Contractor shall provide to UNL a list of all proposed Bookstore Merchandise suppliers or manufacturers. Such suppliers or manufacturers shall be subject to UNL approval, which approval shall not be unreasonably withheld. Contractor represents that it shall require all Bookstore Merchandise suppliers and manufacturers to comply with or

exceed industry standards with respect to consumer safety, anti-sweatshop protections, environmental protection, and similar standards targeting social concerns. Merchandise failing to comply with provisions of the **CLC Special Agreement Regarding Labor Codes**, attached hereto as **Appendix “C,”** shall not be sold in the Bookstore.

- h. Licensing and UNL Marks. The Board of Regents of the University of Nebraska owns all rights to the name, University seal, logos, and other symbols associated with UNL, including any revised Bookstore logo presently in development (“**UNL Marks**”). Any use by Contractor of the UNL Marks, including but not limited to, the fixation of the UNL Marks onto Merchandise, the sale of Merchandise bearing UNL Marks, or incorporated into Bookstore advertisements, websites or other means of promoting the Bookstore, must receive explicit prior written approval from UNL or be conducted pursuant to a license entered into between the Contractor and an authorized licensing agent on behalf of the University.

- i. Marketing, Promotions and Public Relations. The business and premises listed in **Appendix “A”** shall be known and promoted as the “University Bookstore.” Contractor’s promotion and other references to the Bookstore shall incorporate such UNL Marks as UNL may reasonably request. Neither Contractor nor its logos or other identifying marks shall appear on UNL premises or be incorporated into promotions, unless approved in writing in advance by UNL. Contractor shall provide, install, and maintain all identifying signs at Bookstore entrances identifying the hours of operation. All such signs must be approved in advance by UNL.
 - i. A reasonable time before July 1, 2008, and from time-to-time thereafter, Contractor and UNL shall cooperate to develop and implement aggressive and effective marketing and promotions plans, as partially described below. Such efforts a) shall include a continuously updated Bookstore website, flyers, postcards, newspaper ads with a significant and regular presence in the student newspaper known as the “Daily Nebraskan”, brochures, and book-signing promotions for UNL and other authors, and b) may include scholarships and other types of financial assistance to UNL students, complimentary gifts, and other activities as might benefit both Contractor and UNL by increasing the revenue and reputation of the Bookstore.

 - ii. Contractor shall actively and aggressively market the Bookstore pursuant to the Bookstore’s marketing and promotions plan, which shall be subject to the prior approval of UNL. The plan shall identify specific media and other promotional means, along with a schedule of action items, designed to promote Bookstore sales.

- iii. Contractor shall use its best efforts to be involved in the academic, cultural, and social environment of the UNL community, taking advantage of opportunities to offer special merchandising and/or assistance based upon UNL's activities.
- iv. Upon request, Contractor shall participate in UNL groups and assemblies such as student focus groups, recognized student representative government meetings, and faculty meetings in order to keep abreast of current UNL issues, concerns, and problems related to the Bookstore.
- v. From time-to-time, Contractor shall provide reasonable assistance and support to UNL's Registered Student Organizations and student activities (e.g. Merchandise discounts and donations, other financial support, event sponsorship).
- vi. Contractor shall offer frequent special promotions to the UNL students and community. All major/seasonal promotions must be submitted to UNL for prior written approval.
- vii. Contractor shall develop and conduct an annual customer/market survey. Contractor must obtain prior written approval from UNL regarding the a) survey content and process; b) the times during which the survey is conducted; and (c) in the case of on-campus hard copy surveys, the locations where the surveys may be conducted.
- viii. Upon written request by UNL, Contractor shall advertise, promote, and offer for sale publications authored by a UNL faculty or staff member, and Contractor shall conduct a "book-signing" promotion for such author.
- ix. In addition to any other review and approval rights granted to UNL hereunder, Contractor specifically agrees that it shall submit for UNL's review and approval the content and distribution list of any mass-marketing piece, regardless of the mode of distribution (e.g. hard copy or electronic) . No such mass marketing distribution shall proceed absent UNL approval.
- x. No proposed advertising or promotions concerning the Bookstore shall be conducted absent the prior written approval of UNL. Contractor shall withdraw any advertising from any location or media upon the request of UNL.
- xi. Contractor agrees to prominently post and display the prices for all Merchandise at all times.

- xii. Contractor shall utilize UNL's MyRED system or any successor website to promote textbook pre-order and other activities that assist students with book ordering.
 - xiii. For purposes of this Agreement, UNL's Vice Chancellor for Business and Finance shall designate a representative (the "Designated University Representative") to serve as a liaison between the University and Contractor. Contractor shall notify the Designated University Representative upon receiving an inquiry from the any news media source, concerning the University, UNL, or the Bookstore. Upon ascertaining the subject matter of the media inquiry, the Designated University Representative may choose to respond directly, designate the Contractor as the best source of information, or take such other action as is determined appropriate.
- j. Point of Sales System. Contractor shall provide point of sales cash registers, register systems, credit and debit card machines, telephones, facsimile machines, and safes (collectively "POS"). Contractor shall be responsible for all expenses related to installation and maintenance of the POS system.
- i. With special attention to those times when student or other traffic is heaviest, Contractor shall provide additional staff or POS equipment in such sufficient quality and quantity so as to minimize customer traffic congestion and maximize customer convenience.
 - ii. Contractor shall be provided additional storage and cashiering facilities during those busy periods associated with the start of the Fall and Spring terms to accommodate delivery of student reserved textbooks and course materials. Locations (most likely in the City Campus Nebraska Union) will be determined at least sixty (60) days prior to the academic term and will be subject to the standard Nebraska Union fees.
 - iii. Contractor shall accept UNL's NCard (when the charge feature is activated), or any successor to the NCard, as a valid form of payment. Contractor shall use a POS system compatible with UNL's NCard charge system and, at Contractor's own cost, provide and install card readers (including any hardware and software) required to consummate NCard transactions. NCard transactions shall be segregated into "textbook" and "non-textbook" purchases in order to facilitate the processing of textbook scholarships and similar awards.

- k. Information Technology. Contractor shall supply and support all computer units, printers, facsimile machines, telephones, and other technology-related equipment commonly utilized to efficiently conduct business as an on-campus bookstore. Contractor shall be responsible for all network connectivity and similar expenses related to its performance hereunder, including but not limited to, internet and telephone connectivity. Upon UNL's written approval, and subject to Contractor's compliance with UNL's technology policies, Contractor may be provided a limited number of Microsoft Outlook e-mail addresses for the sole purpose of conducting e-mail correspondence with UNL's employees and departments. In addition to any other planning required in this Agreement, Contractor shall, in consultation with UNL, develop a business interruption plan, with specific attention to IT operations and back-up, such plan to be reasonably acceptable to UNL.
- l. Bookstore Business Transactions.
- i. Contractor shall accept and provide for Bookstore purchases using major debit or credit cards including, but not limited to, MasterCard and VISA. All other types of debit or credit cards that Contractor proposes to accept as payment must be approved in advance in writing by UNL.
 - ii. Contractor shall accept personal and UNL checks from students, faculty, and staff for reasonable amounts, subject to appropriate identification and standard business practices for acceptance of check payments.
 - iii. Contractor shall pay UNL a monthly administrative fee for NCard transactions to cover expenses related to connectivity, configuration, and administrative operations. The fee is a percentage (equal to the percentage charged other NCard accepting merchants) of total NCard sales for the month, such percentage determined annually by UNL. (As of July 1, 2007, the NCard fee was 1.8%).
 - iv. Contractor will accept UNL departmental charges for Bookstore purchases in accordance with applicable UNL policies. Purchases must be accompanied by appropriate UNL forms and must be completed in a manner approved by UNL. Contractor will also accept official UNL requisitions and procurement cards (currently a VISA) as a form of payment.
 - v. Contractor shall be solely responsible for collecting all payments related to individual's purchases. UNL shall have no liability or responsibility for any unpaid amounts related to such purchases. Bookstore charges made to the NCard will be subject to the same provision for uncollectible and write-off policies as other UNL departments that accept the NCard as a form of payment. More specifically, Contractor shall be responsible for and accept its proportional share of any given NCard's uncollectible account.

- vi. Contractor shall pay all of its obligations to UNL and to third parties, in accordance with their terms.
- vii. Contractor shall arrange for and pay for any armored car services needed to conduct Bookstore business.
- m. Hours of Operation. The Bookstore shall be open year round, with a holiday schedule approved by UNL. Unless otherwise approved in writing by UNL, Contractor shall, at a minimum, adhere to the hours of service stipulated in **Appendix “D” (Standard Operating Hours)**. UNL reserves the right, after consultation with Contractor, to make reasonable changes to **Appendix “D”** so as to serve the needs of the UNL community. During registration periods, the first two weeks of the Fall and Spring terms, and special campus events, Contractor shall extend Bookstore hours to coincide with demand.
- n. Contacts, Collaboration, and Policy Review. The Designated University Representative and Contractor’s Bookstore manager shall serve as the chief points of contact for purposes of communicating day-to-day Bookstore operational concerns.
 - i. Contractor, specifically including Contractor’s Bookstore manager, shall work cooperatively with UNL in the continual development and improvement of the Bookstore’s services, operations, programs, and policies. Contractor shall make every reasonable effort to comply with requests from UNL for the improvement of Bookstore services, operations, programs and policies.
 - ii. Contractor shall provide to the Designated University Representative and the UNL Police Department the name or names and contact information of Contractor’s employee(s), available twenty-four (24) hours authorized to act in case of emergency.
 - iii. Contractor agrees to assign a corporate office representative available to meet with the Designated University Representative in Lincoln, Nebraska within forty-eight (48) hours of a UNL request to discuss and resolve Bookstore operations issues.
 - iv. After consultation with the Contractor and upon no less than thirty (30) days prior written notice to Contractor, UNL shall have the right to require replacement of the Bookstore manager for good cause. Following such a request from UNL, Contractor agrees to select a new Bookstore manager in accordance with section o. below.
 - v. In exceptional cases involving changes in UNL Bookstore market conditions that are outside of Contractor’s control, Contractor may ask

UNL to consider modifications in Bookstore policies. UNL shall determine the effective date of any such changes in policies. Provided however, any mutually agreed upon policy changes in book buy-back, exchanges, refunds, and discounts shall be made no more frequently than once per year. The first review, if any, shall be conducted in the Spring 2009, with any changes in policies effective on the day after UNL's 2009 Summer Sessions end. Contractor shall be prepared to fully justify and document in writing to UNL's satisfaction, any requests for changes in book buy-back, exchange, refund, and discount policies. Any changes in book buy-back, exchange, refund, and discount policies will require written approval by UNL's Vice Chancellor for Business and Finance or his/her designee.

o. Personnel. Contractor shall at all times maintain on duty in the Bookstore a sufficient and neatly attired staff of employees to ensure efficient operation and levels of service as determined by UNL.

i. Management Personnel

- Contractor's management team must be experienced and knowledgeable in the conduct of university bookstore operations and services.
- Contractor's Bookstore manager and other management staff assigned to the Bookstore shall be selected with prior approval of UNL. The qualifications, abilities, and previous college and university bookstore experience of potential candidates for Bookstore manager are critical to Contractor's performance under this Agreement. UNL reserves the right to participate in interviews of any or all of the Bookstore managerial staff, prior to any offer of employment.
- Assuming acceptable job performance, Contractor shall not transfer or replace Bookstore's Manager more frequently than once a year, unless mutually agreed to by the parties. Any transfer or replacement of the Bookstore Manager shall occur only following no less than thirty (30) days advance notice to UNL unless such replacement is for reasons beyond Contractor's control. Absent a clear and convincing good cause, the Bookstore Manager position shall not be vacant or temporarily filled for a period to exceed thirty (30) days.

- ii. The Contractor and its employees must maintain satisfactory public relations with UNL's students, faculty, staff, alumni, and guests. All staff employed by Contractor in the Bookstore shall maintain proper standards of courtesy, service, and professionalism in dealing with the UNL community. Contractor shall train its employees in proper handling of customers' requests and complaints.
 - iii. UNL has established and maintains a student employment program. Contractor shall use its best efforts to provide employment opportunities for UNL students on a regular basis in the Bookstore operations.
- p. Facility Maintenance and Safety. Contractor shall maintain the Bookstore in a clean and safe condition at all times and shall not do or permit anything to be done on the Bookstore premises beyond the scope of service detailed herein unless approved by UNL. Contractor shall ensure that all exits remain clear and unobstructed in compliance with all applicable fire and safety codes.
- i. Contractor shall be responsible for all maintenance of the Bookstore, including but not limited to the electrical and lighting systems within the Bookstore premises, damage of any kind to doors, walls, ceiling, floors and carpets, and the locks on doors leading into the Bookstore. Contractor shall also be responsible for regular, frequent, on-going general housekeeping, including but not limited to, cleaning of interior and exterior windows and doors, changing light bulbs, trash pickup, dusting displays, and cleaning all equipment, ceilings, vents, floors and other surfaces. Contractor shall provide at its expense all housekeeping services, janitorial equipment and supplies required for the Bookstore.
 - ii. In consultation with UNL, Contractor shall develop an emergency/disaster plan acceptable to UNL.
 - iii. Contractor shall comply with all applicable local, state and federal laws related to safety, egress and access, including those laws protecting equitable access for the disabled, including but not limited to the Americans with Disabilities Act.
 - iv. Contractor shall participate in UNL's waste recycling and energy conservation programs to the same extent such programs apply to UNL departments.
- q. Reports. Contractor shall provide to UNL the reports described in this section, in a format acceptable within reason to UNL.

- i. Prior to the execution of this Agreement, Contractor has submitted to UNL a projected statement of Bookstore revenues and expenses for the twelve month period ending June 30, 2009.
- ii. Contractor shall provide to UNL a monthly verification of Contractor's itemized profit and loss statements, sales volumes, gross revenue, and itemized operational expenses for Bookstore operations, as well as a summary of customer complaints for the month and their resolution, if any.
- iii. Within a reasonable time following the close of each Lease Year, Contractor shall provide UNL a copy of the annual financial statements for the Bookstore, reporting all revenues and expenses applicable to the Bookstore for the preceding Lease Year, certified as correct by the Contractor's chief corporate financial officer. Said annual statement shall also include, at a minimum, the operational information contained in **Appendix 'E'**.
- iv. No later than July 1 of each Lease Year, Contractor shall submit to UNL two (2) copies of the annual operating budget for the Bookstore, which shall include a detailed estimate of all revenues and expenses for the upcoming Lease Year, and a comparison of the budgeted projections to the estimated actual revenues and expenses for the current Lease Year.
- v. Upon request, Contractor shall provide timely reports to faculty members regarding the status of their orders for course materials, including but not limited to, unavailable materials, delivery delays, or new textbook editions.
- r. **Insurance.** Contractor shall procure and maintain such insurance, listed below, as shall protect the Contractor from claims for personal injury, bodily injury and/or property damage which may arise from its operation of the Bookstore.

Commercial General Liability with limits of liability no less than \$1,000,000 each occurrence bodily injury and property damage, with a \$20,000,000 general aggregate limit; \$1,000,000 personal and advertising injury; \$1,000,000 products and completed operations aggregate; \$250,000 fire damage legal liability; and \$10,000 per person medical payments.

Automobile Liability providing coverage for owned, non-owned and hired vehicles with limits of liability no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation/Employer's Liability with limits of liability no less than:

Worker's Compensation - Statutory benefits
Employer's Liability - \$500,000 bodily injury by Accident
\$500,000 Disease - each employee, \$500,000
Disease - Aggregate

Umbrella/Excess Liability with limits of liability no less than \$5,000,000 each occurrence with a \$15,000,000 general aggregate limit. The schedule of underlying insurance on this policy shall list both the commercial general liability policy and the automobile liability policy.

Property

Personal property - Replacement cost fire and extended coverage insurance, with vandalism, malicious mischief and sprinkler leakage endorsements, in an amount sufficient to cover full replacement costs of all Contractor's personal property, fixtures, stock, inventory, equipment and Contractor improvements.

Business income or interruption insurance in the amount of \$1,000,000 or thirty (30) days loss of income plus salaries, whichever is less.

The Board of Regents of the University of Nebraska, its affiliated organizations, officers and executives, administrators, employees and volunteers shall be named as additional insureds under the Commercial General Liability insurance policy and the Automobile Liability policy.

The insurance company or companies providing all such above listed insurance must be at least an A- V rating size by Best's and authorized to do business in the State of Nebraska.

The certificate or certificates of insurance for the insurance coverages specified in this section shall be delivered to the Designated University Representative on or before the earlier of: thirty (30) days following execution of this Agreement; or seven (7) days prior to Contractor assuming Bookstore operations under this Agreement. Each certificate shall state that the UNL Director of Risk Management will receive thirty (30) days written notice from the insurer in the event of any policy modification, cancellation or termination. The certificate of certificates for liability insurance shall indicate that the liability insurance is written on an "occurrence" form. Claims made policy forms are not acceptable.

In case of failure to deliver adequate or appropriate insurance, as described in this section, UNL shall have the right (a) to secure such policies of insurance or services as described above and hold the Contractor responsible for the cost of said policies or services, or (b) to terminate this Agreement with cause.

UNL makes no representation that the limits or forms of coverage of insurance specified in the Agreement are adequate to cover Contractor's property or obligations under this Agreement.

- s. Indemnification. Contractor shall indemnify, defend, and hold harmless the University, its Board of Regents, officers and executives, administrators and employees from any and all claims, suits, actions, damages, judgments, and/or costs including, but not limited to, reasonable attorney's fees, arising out of or incident to acts or omissions of Contractor, its officers, agents and employees, in the performance of this Agreement, including but not limited to, any damage to or loss of the University's possessions, equipment or premises, ordinary wear and tear excepted. Contractor shall further indemnify, defend and hold harmless the University, its Board of Regents, officers and executive, administrators and employees from all claims, suits, actions, damages, judgments and/or costs including, but not limited to reasonable attorney's fees, for injury to or death of any person and for loss and/or damage to any property which results, is connected with, incident to or arises out of the occupancy, use, service, operations, or performance of work of the Contractor, its officers, agents and employees.

- t. UNL Oversight. Authorized representatives of UNL shall have full right of access to all Bookstore areas during normal operating hours of service, at other times for scheduled maintenance and repairs of a non-critical nature, and at any time during emergencies.
 - i. UNL reserves the right to supervise and monitor any aspect of overall Bookstore operations such as, but not limited to, hours of operation, timeliness of textbook orders, placing of textbook orders and special orders, sufficiency of quantities and types of merchandise in stock, quality of merchandise, categories of merchandise offered, new merchandise items, promotions and public relations, courtesy of staff, cleanliness and neatness of Bookstore areas, adherence to pricing and other policies, and general safety, sanitation, and maintenance, each of which shall be conducted by Contractor in a manner satisfactory to UNL.
 - ii. UNL will establish a Bookstore Advisory Committee to meet periodically with the Bookstore Manager to consider suggestions relating to Bookstore operations.

- u. UNL Contractual Obligations Outside of this Agreement. Contractor recognizes that UNL has secured certain charitable donations from sponsors or has entered into other kinds of business arrangements which support UNL's programs, and which impact the facilities and spaces subject to this Agreement (e.g., exclusive pouring rights granted to Pepsi-Cola; exclusive ATM locations located in the

Bookstore convenience shop entry). Contractor agrees that this Agreement is subject to and subordinate to these pre-existing relationships. Accordingly, the Contractor agrees to market and sell only products distributed by the Pepsi-Cola Company through Pepsi's local bottler, and honor the rights of US Bank N.A. to locate and service its ATMs located in and near the Bookstore. Further, UNL may renew these arrangements or grant new, similar rights to others seeking to support UNL programs or establish a business presence (which may be an exclusive presence) on UNL premises.

While UNL represents that any future renewals of existing contracts or new grants of rights to third parties will not substantially interfere with Contractor's rights related to the primary lines of business conducted in the Bookstore, Contractor in turn, promises that it shall cooperate and comply with UNL's reasonable requests to honor UNL's interests in both pre-existing and future third party agreements, and further, Contractor agrees to incorporate into its inventory and allow certain lines of products and services in the Bookstore when such goods and services are subject to a third party agreement. In no case shall Contractor display or distribute promotional material or otherwise promote a good or service within the confines of the Bookstore, if UNL determines that such promotion conflicts with or runs contrary to UNL's or a third party's interests granted in the kinds of contracts discussed in this paragraph.

Notwithstanding the current or future grants of exclusive rights discussed above in this subsection, during the Term, the University shall not grant to any other entity the right to sell or otherwise distribute (whether at on-campus sites, through hard copy catalog sales, e-commerce, direct or indirect links to websites) textbooks and course materials, course-adopted software, school supplies, textbook buyback programs, graduation regalia (sale and rental) and announcements, and class rings. Notwithstanding the foregoing, or any other provision in this Agreement, rights to sell or otherwise distribute textbooks and course materials in digital format are specifically removed from this grant of exclusive rights. The University may work directly with Contractor or other third party providers of digital format course materials to reduce costs to students and enhance student success.

5. General Rights and Responsibilities of the University

Except as otherwise provided, UNL shall at its cost and expense provide the following services to the Bookstore in accordance with its standards generally applicable to UNL buildings:

- a. Internal and external maintenance of the buildings in which the Bookstores are located, including but not limited to, plumbing, electrical up to the point of connection with the Bookstore site, HVAC, fire protection, snow removal, security

as discussed herein, building shell, exterior windows, and exterior doors, building exterior locks, pest control, air duct cleaning, and cleaning of any area surrounding the perimeter of the Bookstore locations, excluding the exterior face of all walls surrounding the Bookstore. UNL is responsible promptly for remedying any hazardous materials issues that arise during the term of this Agreement.

- b. Lost and found service provided through UNL.
- c. Communications support, particularly with respect to the textbook and course material selection process.
- d. Non-exclusive employee parking privileges, subject to purchase of a parking permit and compliance with standard parking regulations generally applicable to UNL employees.
- e. An account of funds obligated by Contractor sales using the NCard or any other charge cards approved for use on campus by UNL in the manner provided by the law.
- f. On-campus telephone service at Contractor's expense. Telephone toll charges will also be at Contractor's expense on the same cost basis as charged to UNL departments. Contractor agrees to pay charges for such services (monthly service/equipment and toll calls) within thirty (30) days of receipt of invoice.
- g. Standard building utilities.
- h. Use of loading docks in common with other building occupants.
- i. Use of space in UNL facilities for meetings, conferences and receptions, subject to the same regulations applicable to UNL departments and work units using UNL meeting spaces.

6. Annual Payment; Renovation Allowance; Audit.

- a. For the balance of the Initial Term and in Lease Years One (1), Two (2) and Three (3) of the Renewal Term, Contractor will make an Annual Payment to the University of \$1,620,000 payable in equal monthly installments of \$135,000, due on or before the twentieth day of the month following the month for which the payment is due (e.g. July's payment is due August 20). The amount described in this subsection a. shall be referred to as the Guaranteed Payment.

In all future years of the Renewal Term i.e. the one-year option years, the Guaranteed Payment will be an amount equal to ninety-five percent (95%) of the calculated Percentage Payment on Commissionable Sales of the immediately preceding Lease Year. In any partial Lease Year commission will be based on the applicable Percentage Payment and not on the Guaranteed Annual Income.

b. If in any Lease Year during the Initial Term, the Percentage Payment, which shall be computed by adding:

i. 12% of Contractor's Gross Revenues up to and including \$13,000,000; and

ii. 13% of Contractor's Gross Revenues which exceed \$13,000,000;

exceeds the Guaranteed Payment, then Contractor shall pay to University the difference between the Percentage Payment and the Guaranteed Payment no later than sixty (60) days following of the end of the applicable Lease Year.

If in any Lease Year during the Renewal Term, the Percentage Payment, which shall be computed by adding:

i. 13% of Contractor's Gross Revenues up to and including \$13,000,000; and

ii. 14% of Contractor's Gross Revenues which exceed \$13,000,000;

exceeds the Guaranteed Payment, then Contractor shall pay to University the difference between the Percentage Payment and the Guaranteed Payment no later than sixty (60) days following the end of the applicable Lease Year.

For purposes of this Agreement, "**Gross Revenue**" is defined as all recognized revenue (in compliance with generally accepted accounting principles) generated through the Bookstore or the Bookstore website, less voids, refunds, sales tax, discounted sales to authorized UNL faculty, staff, departments and others as may be mutually agreed to under this Agreement, Contractor-funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and sales of the items listed on **Appendix 'F'** attached hereto and made a part hereof at less than a 20% gross margin. University has the right to audit exclusions to the **Gross Revenue** calculation to confirm that such meet these requirements.

c. In addition to the annual rental owing pursuant to Sections 6.a. and 6.b., Contractor will continue a program in cooperation with the University whereby Contractor will provide \$30,000 annually in textbook scholarships to students designated by the University, due on or before the (20th) twentieth day of the second month in each Lease Year.

- d. Contractor agrees to spend no more than \$580,000 with respect to the Initial Term leasehold improvements described in Section 4.c.i. Contractor agrees to spend up to \$550,000 (the “Renewal Term Improvements Limit”) with respect to the Renewal Term leasehold improvements. This expenditure may include furniture, trade fixtures, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures. Design fees and technology are not included as part of the Renewal Term Improvements Limit. Renewal Term Leasehold Improvements are expected to be finished on or before August 15, 2018. Contractor shall provide the University with a full accounting of the cost of the Renewal Term Leasehold Improvements, including copies of invoices paid to vendors for the Renewal Term Leasehold Improvements. Copies of invoices shall be provided to the University within sixty (60) days from completion of such Improvements.

If the actual amount spent by the Contractor on the Renewal Term Leasehold Improvements is less than the Renewal Term Improvements Limit, then the Contractor shall pay the University the difference between the actual amount spent and the Renewal Term Improvements Limit, payable by December 31, 2018. If the actual amount spent by the Contractor is greater than the Renewal Term Improvements Limit, then the Contractor shall be solely responsible for all costs in excess of the Renewal Term Improvements Limit necessary to complete the Renewal Term Leasehold Improvements and these costs will not be reimbursed by the University and will not be considered as part of the book value of the improvements per Section 3.d.i..

- e. Unless otherwise specified in this Agreement, any payment required to be made by Contractor to the University under the terms of this Agreement, including payment for services provided through UNL systems on Contractor’s behalf and described in Section 5 above, shall be made within thirty (30) days of receipt of invoice from the University. Charges left unpaid sixty (60) days from the invoice date shall be offset against monthly NCard income distributions made to Contractor by the University.
- f. Contractor agrees, in conformity with generally recognized accounting standards, to keep true, accurate and complete inventory and collection accounts and records of all sales made and expenses paid in connection with this Agreement. UNL shall have full access to any of Contractor’s records pertaining to this Agreement, upon reasonable notice during regular business hours. All such records shall be maintained by Contractor for a period of five (5) years and may be audited by UNL or its designated audit representative(s) at any time during regular working hours with reasonable prior notice. If in the course of such an audit, UNL determines it has not received payment in accordance with the terms of this Agreement, Contractor agrees to pay UNL the delinquent payment within ten (10) days. Receipt of such payment shall not preclude UNL from pursuing any other

right or remedy available at law or in equity. In addition, if the audit determines that Contractor has underpaid UNL by more than five (5%) percent, Contractor shall pay the cost of the audit.

- g. Within 90 days of the execution of this Agreement, Contractor agrees to pay to the University a one-time payment of \$200,000 in consideration for the extension of the Initial Term and other covenants set forth in this Amended and Restated Agreement. This one-time payment shall be subject to amortization and repayment as follows:

Should the University terminate this Agreement without cause or Follett terminates the Agreement for cause the University shall pay Contractor the depreciated book value of the above one-time payment (based upon straight line depreciation from the date payment is made until the end of Lease Year 3 of the Renewal Term).

- h. For each Lease Year that the University exercises its option to renew this Agreement beyond the first Three (3) Lease Years of the Renewal Term, Contractor agrees to pay the University an additional one-time payment of \$100,000 no later than 90 days prior to the start of the additional Lease Year. Such additional one-time payment shall be made for each Lease Year that the University elects to extend, under the same payment terms.

7. **Incorporation of RFP; Standard Terms and Conditions.** Unless a provision otherwise specifically addresses a matter in this Agreement in a conflicting manner, the provisions of the RFP are incorporated herein by this reference. More specifically, the standard terms and conditions set forth in Section 4.0 of the RFP are so incorporated herein, and are included as part of this Agreement, as if and to the same extent, they were written here in their entirety. Any references in the RFP's standard terms and conditions to the "successful bidder" or the "bidder" shall have the same meaning as the term "Contractor" in this Agreement, and any references to UNL in the standard terms and conditions shall include the "University," as well as UNL, for purposes of this Agreement.

8. **Board of Regents Approval.** Neither this Agreement, nor any part of this Agreement, shall be enforceable absent the approval of the Board of Regents of the University of Nebraska.

9. **Miscellaneous.**

- a. Assignment. Neither party may assign its rights under this Agreement to another, whether by contract nor by operation of law, without the express written consent of the other party, such consent shall not be unreasonably withheld. Any attempt to so assign this Agreement shall be cause for immediate termination of the Agreement, notwithstanding any other provisions to the contrary. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

- b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- c. Notice. Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party at the following addresses:

To University:

Office of University Services
Purchasing Department
1700 Y Street
University of Nebraska-Lincoln
Lincoln, Nebraska 68588-0645
Attn: Associate Vice Chancellor

To Contractor:

Clay Wahl
President, Follett Higher Education Group
3 Westbrook Corporate Center
Westchester, IL 60154

With a copy to:

Follett Corporation
3 Westbrook Corporate Center, Suite 200
Westchester, Illinois 60154
Attn: General Counsel

Or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

- d. Modification; Waiver of Rights. This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of Contractor and the University of Nebraska-Lincoln Chancellor or his/her designee. The course of dealing between UNL and Contractor will not modify or amend this Agreement in any respect. Any delay by UNL or Contractor in the exercise of any of their respective rights and obligations under this Agreement will not be construed as a waiver of any such rights or obligations to be performed. A waiver of a breach of any provision of this Agreement will not: (a) operate or be construed as a waiver of any subsequent breach; (b) limit or restrict any right or remedy otherwise available to UNL or Contractor; or (c) operate or be construed as a waiver of compliance by UNL or Contractor as to any other provision of this Agreement.

- e. Entire Agreement; Severability. This Agreement constitutes the entire Agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the provision will be deemed modified only to the extent necessary to render it valid and enforceable and all remaining provisions of this Agreement will remain in full force and effect.
- f. Independent Contractors. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture, or an employee/employer relationship or one of principal and agent, it being understood that Contractor and the University are and will remain independent parties.
- g. Governing Law. This Agreement shall be controlled by the laws of the State of Nebraska and any dispute arising from it shall be resolved in a court or administrative body of competent jurisdiction in the State of Nebraska.
- h. Taxes. Contractor shall be responsible for collection and timely payment of all sales and use taxes relating to its operation of the Bookstore, and shall make timely payment of all other taxes, assessments, charges, fees, fines or penalties of any federal, state or local governmental entity attributable to or owing on account of Contractor's lease granted hereunder and/or its operation of the Bookstore.
- i. Work Status Verification. The contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev Stat. §§ 4-108 to 4-114 as amended.
- j. Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). If applicable, the Contractor and any subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered entities to employ and advance in employment qualified protected veterans.
- k. Section 503. If applicable, the Contractor and any subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered entities to employ and advance in employment qualified individuals with disabilities.

- l. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01), as may be amended), as of January 1, 2014, all agencies, boards, commissions, and departments of the State of Nebraska, including the University of Nebraska, are required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be made available by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Contractor to notify the University of any Requested Redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.

- m. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ___th day of _____, 2017.

**The Board of Regents of the
University of Nebraska:**



By: _____
Hank M. Bounds, President

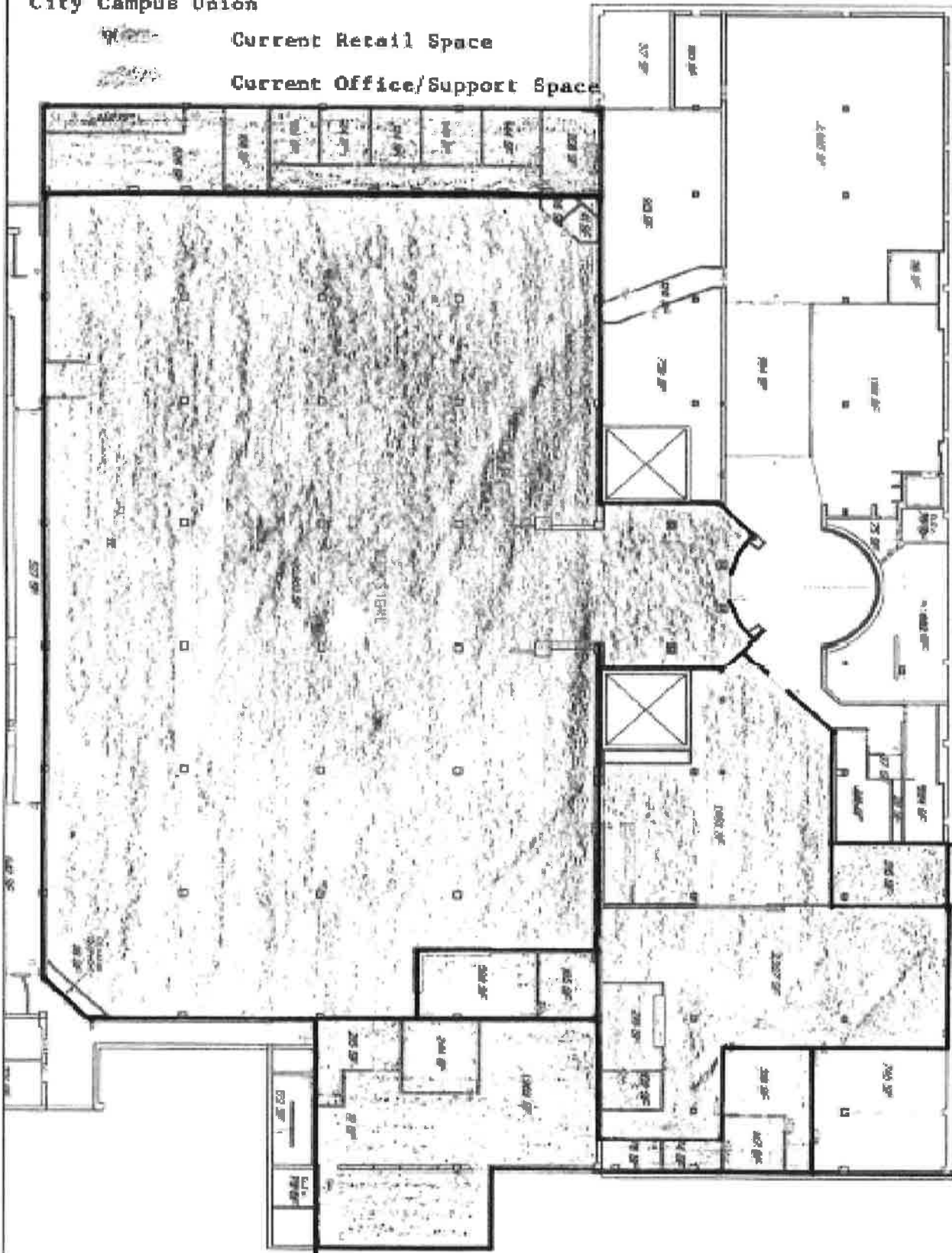
Attest: _____
Carmen K. Maurer,
Corporation Secretary


Follett Higher Education Group, Inc.

By: _____
Ray Griffith, CEO

University Bookstore
City Campus Union

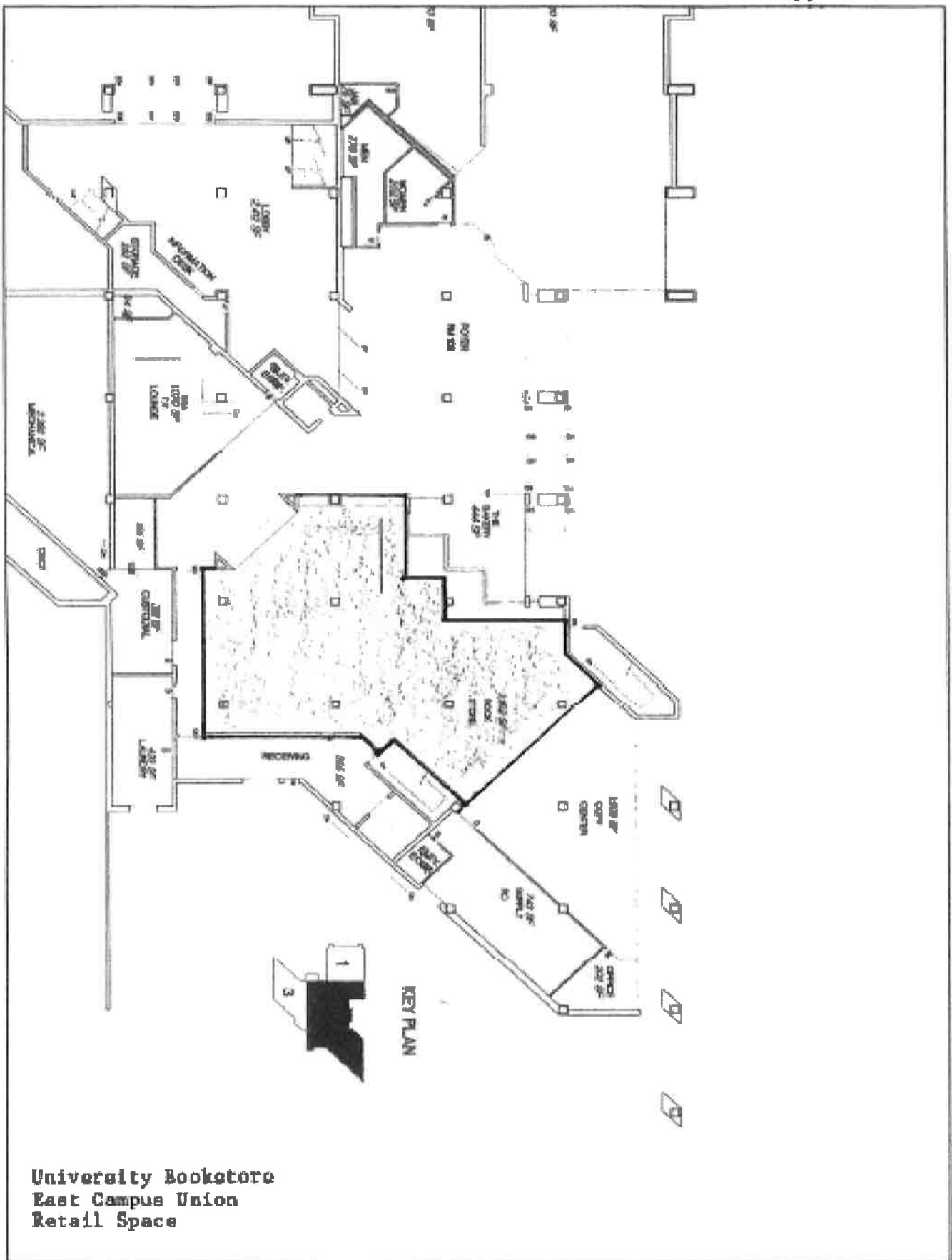
 Current Retail Space
 Current Office/Support Space



 BUILDING NUMBER
C-026
DATE : 01/06/06

NEBRASKA UNION
BASEMENT FLOOR PLAN (2 OF 2)
SCALE : 1" = 20'-0"
OBF : 66,470

UNL Facilities Management
Department
1001 T St Lincoln NE 68580-0005 (405) 762-3131



University Bookstore
 East Campus Union
 Retail Space

 NORTH	BUILDING NUMBER A-086	NEBRASKA EAST UNION FIRST FLOOR (2 OF 3) SCALE: 1" = 20'-0" G.S.P. : 35,196	UNL Facilities Management Department 1901 E St. Lincoln, NE 68588-0800 (402) 472-2621
	DATE : 06/07/07		

Restricted or Excluded Merchandise Items

The following merchandise cannot be sold in the University Bookstore:

- Personal computer hardware
- Cell phones and wireless accessories
- Tobacco products
- Alcohol
- Beverage products not provided by UNL's exclusive pouring rights contractor (currently Pepsi-Cola, Inc. and local distributor LinPepCo)
- Primary food product sold by Nebraska City Union food court leases (currently Runza, Subway, Imperial Palace Express (Chinese), and Valentino's)
- Materials related to state or nationwide lotteries
- Pornography as defined by law

The Bookstore Contractor will be allowed to market and advertise as necessary to create and encourage a free enterprise competitive selling environment. Content of marketing, advertising and products offered must reflect the standards and attitudes of the University of Nebraska-Lincoln.

CLC Special Agreement Regarding Labor Codes

I. Introduction: The Collegiate Licensing Company ("CLC") and the collegiate institutions represented by CLC ("Member Institutions") are each committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective educational, research and/or service missions, and to protecting and preserving the global environment. While CLC and the Member Institutions believe that Licensees share this commitment, CLC and certain Member Institutions have adopted the following Labor Code Standards (the "Code") which requires that all Licensees, at a minimum, adhere to the principles set forth in the Code.

Throughout the Code the term "Licensee" shall include all persons or entities which have entered into a written "License Agreement" with CLC to manufacture "Licensed Articles" (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of one or more Member Institutions. The term "Licensee" shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensees' contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

II. Standards: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Member Institutions prefer that Licensees exceed these standards.

A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country (ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country (ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by CLC, the applicable Member institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards.

B. Employment Standards: Licensees shall comply with the following standards:

1. **Wages and Benefits:** Licensees recognize that wages are essential to meeting employees' basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.
2. **Working Hours:** Except in extraordinary business circumstances, hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.
3. **Overtime Compensation:** In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.
4. **Child Labor:** Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by CLC, the applicable Member institution(s) or their designee, and the applicable Licensee(s) to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.
5. **Forced Labor:** There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.

6. Health and Safety: Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.
7. Nondiscrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
8. Harassment or Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.
9. Freedom of Association and Collective Bargaining: Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

Full Public Disclosure:

Each Licensee shall disclose to the Member Institution or its designee the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all Items which bear Licensed indicia. Such information shall be updated upon change of any factory site location. The Member Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.

Women's Rights:

1. Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.
2. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
3. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.

Appendix C

4. Workers will not be forced or pressured to use contraception.
5. Workers will not be exposed to hazards, including glues and solvents that may endanger their safety including their reproductive health.
6. Licensees shall provide appropriate services and accommodations to women workers in connection with pregnancy.

Standard Operating Hours

NEBRASKA UNION - CITY CAMPUS

Monday - Friday	7:00 AM - 12:00 PM
Saturday	9:00 AM - 11:00 PM
Sunday	12:00 PM - 12:00 AM

NEBRASKA UNION - .EAST CAMPUS

Monday - Friday	6:45 AM - 11:00 PM
Saturday	7:30 AM - 11:00 PM
Sunday	10:00 PM - 11:00 PM

Both Unions have modified hours during academic breaks and summer sessions.

UNIVERSITY BOOKSTORE HOURS - Standard; Both Campus Locations

Monday - Friday	8:00 AM - 5:00 PM
Saturday	TBD
Sunday	TBD

Extended Bookstore Hours during Home Football Saturdays and during rush periods.

ANTICIPATED CITY CAMPUS CONVENIENCE LOCATION HOURS

Monday - Friday	8:00 AM - 8:00 PM
Saturday	TBD
Sunday	TBD

Detailed annual operating statement

The annual detailed operating statement shall include, at a minimum, the following:

- Total Sales
 - Sales by Department, in dollars and units
 - Commissionable and non-commissionable sales
- Cost of Goods Sold
- Gross Margin
- Direct Operating Expenses, e.g., Labor, Benefits, Commission
- Indirect Expenses, e.g., Management Fee, Contractor Overhead
- Profit before and after Taxes
- Dollar Amount of Bookstore Buyback
 - Retail textbook proceeds (readopted)
 - Wholesale textbook proceeds
- Number of and dollar sales in website orders
- Rental titles available, number and as percentage of all titles

Appendix F

RENT EXEMPT MERCHANDISE <20% Gross Margin*

Dept	Product	Academically Discounted Software	800-015	Suites
800	Software		800-020	General Applications
830	Hardware		800-025	Programming
840	Consumer Electronics		800-030	Software Licenses
			800-035	Reference
			800-040	Operating Systems
			800-045	Graphic Design
			800-055	Networking/Communications
			800-060	Utilities
			800-065	Science/Engineering
			800-090	CP Internal
			800-095	Multicopy Displays
			800-998	Dump SKU Computer Software
		Hardware	830-005	PC Laptop
			830-010	PC Desktop
			830-015	Computer Parts
			830-020	Computer Warranties
			830-050	Apple Products
			830-055	e-Readers
			830-060	Tablet Computers
			830-997	Special Orders-Computers
		Consumer Electronics	840-010	Printers
			840-015	Cameras
			840-20	MP3 Players
			840-025	ePens & Graphic Tablets
			840-030	Monitors

* This list is subject to change by mutual agreement

TO: The Board of Regents Addendum IX-B-9

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Project budget for the infrastructure renovation of the Loop Road at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the project budget for infrastructure renovation of the Loop Road at the University of Nebraska-Lincoln

PREVIOUS ACTION: None

EXPLANATION: The Loop Road is the circulation area east of Memorial Stadium and is formed by sections of Vine, 12th, U and 14th Streets. The road is very deteriorated with bricks settling and breaking to varying degrees and layers of asphalt patches. The condition has also been a source for complaints regarding safety, mobility, and accessibility.

This project will replace the north portion of the Loop Road with new concrete pavement and the south portion will be replaced with engineered soil and turf. The entire Loop Road as designed will eliminate current access challenges, as it will have a curbless, universal access approach. Some of the existing bricks will be salvaged and reused in the renovation. The renovation will also meet the stormwater management requirements. When the project is completed, current parking spaces will be accommodated in the new plan. An early phase will be completed in summer of 2017 to prepare the parking lots for loss of the Loop Road in the spring semester.

The proposed project budget was reviewed and recommended for approval by the Business Affairs Committee.

Proposed start of construction December 2017
Proposed completion of construction August 2018

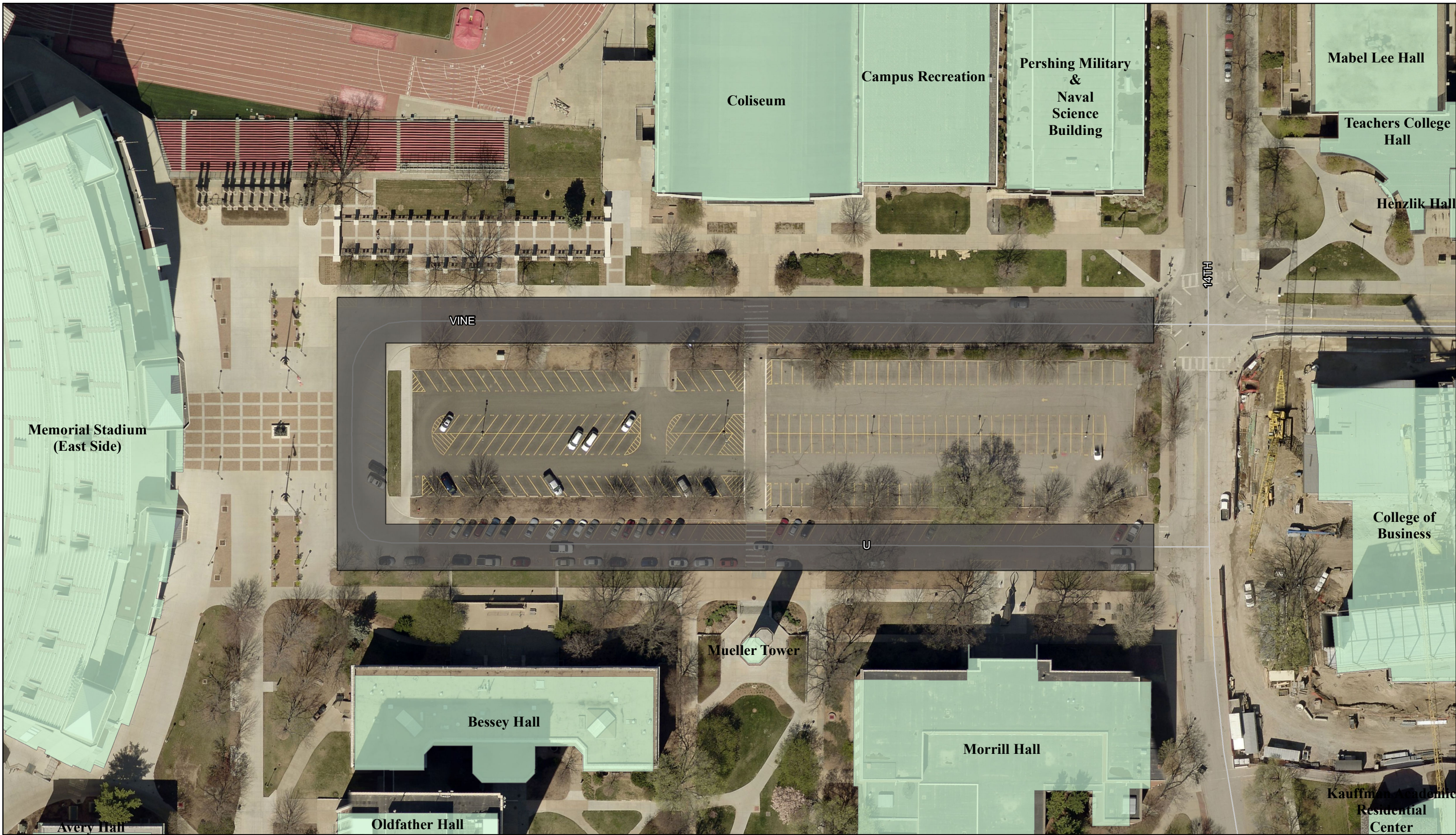
PROJECT COST: \$2,385,000

SOURCE OF FUNDS: Auxiliary and Services Funds (Athletic Revenues)

SPONSOR: Christine A. Jackson
Vice Chancellor for Business and Finance

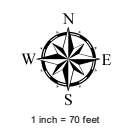
RECOMMENDED: 
Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: June 21, 2017



- Map Legend**
- UNL Buildings
 - Loop Road
 - Streets

MEMORIAL STADIUM LOOP ROAD



TO: The Board of Regents Addendum IX-B-10
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Architectural Design Consultant selection for the Williams Science Hall Renovation

RECOMMENDED ACTION: Approve the selection of RDG Planning & Design with The Clark Enersen Partners to provide design consultant services for the Williams Science Hall Renovation, at the University of Nebraska Medical Center

PREVIOUS ACTION: June 1, 2017 – The Board approved the program statement and budget for the renovation of Williams Science Hall.

EXPLANATION: A selection committee consisting of the Assistant Vice President and Director of Facilities Planning and Management, two internal representatives from the UNMC campus, as well as two external members, from Nebraska Wesleyan University and Whitson Associates, recommended RDG Planning & Design with The Clark Enersen Partners to provide architectural design consultation services for the renovation of Williams Science Hall. The firm was selected from eleven firms submitting proposals on the project. A contract will be negotiated within the amount included in the overall approved project budget for design services of \$732,000.

The selection process was reviewed with the Business Affairs Committee and is recommended for approval.

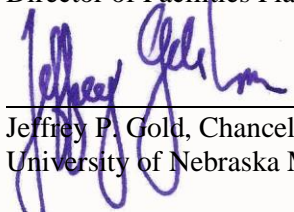
Proposed start of construction	March 2018
Proposed completion of construction	February 2019

PROJECT COSTS: \$10,000,000

SOURCE OF FUNDS: LB957 Bond Proceeds

SPONSORS: Deborah L. Thomas
Vice Chancellor for Business and Finance
University of Nebraska Medical Center

Rebecca H. Koller
Assistant Vice President for Business & Finance
Director of Facilities Planning & Management

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: June 23, 2017

TO: The Board of Regents Addendum IX-B-11

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Amend the Academic Affiliation Agreement with Nebraska Medicine

RECOMMENDED ACTION: Approve the Amended Academic Affiliation Agreement with Nebraska Medicine

PREVIOUS ACTION: May 30, 2014 - The Board authorized and directed the UNMC Chancellor, in consultation with the Interim President, General Counsel and Chair of the Board of Regents, and such other persons as delegated and authorized by the UNMC Chancellor or the Interim President to negotiate terms and conditions and execute agreements, notices, governance documents, approvals and other documents related to the governance, organization, management and operation of the Clinical Enterprise and System Corporation as deemed appropriate to carry out the intent of the parties.

EXPLANATION: One of the documents in the Clinical Enterprise Agreements was the Academic Affiliation Agreement between Nebraska Medicine and UNMC.

The current amendment improves the existing agreement by establishing a formula for the funding from Nebraska Medicine to UNMC that is predictable and stable, rather than negotiated annually.

The amended agreement was reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR: Deborah L. Thomas
Vice Chancellor for Business & Finance

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: August 11, 2017

FIRST AMENDMENT
TO
ACADEMIC AFFILIATION AGREEMENT FOR EDUCATION AND RESEARCH

This **First Amendment to Academic Affiliation Agreement for Education and Research** (the “First Amendment”) is entered into by and among the Board of Regents of the University of Nebraska (the “BOR”), a corporate body politic doing business through its administrative unit the University of Nebraska Medical Center (“UNMC”), and The Nebraska Medical Center, a Nebraska non-profit corporation (“TNMC”), and Nebraska Medicine, a Nebraska non-profit corporation (the “Health System”) (each of UNMC, TNMC, and the Health System being a “Party” and, collectively, the “Parties”). For purposes hereof, “Nebraska Medicine” shall mean TNMC prior to the Exemption Approval Date (as such term is defined in the Academic Affiliation Agreement for Education and Research), and the Health System thereafter.

WHEREAS, the Parties entered into the Academic Affiliation Agreement for Education and Research (the “Academic Affiliation Agreement”) on July 1, 2016; and

WHEREAS, the Parties now desire to make certain amendments to the Academic Affiliation Agreement.

NOW THEREFORE, the Parties agree to amend the Academic Affiliation Agreement as follows:

Effective July 1, 2017 (the “First Amendment Effective Date”), Section IV.A.2. of the Academic Affiliation Agreement is deleted in its entirety and replaced with the following:

IV.A.2. Dean’s Development and Innovation Fund. Nebraska Medicine shall provide annual funding to the Dean’s Development and Innovation Fund (DDIF). The annual operating budget for Nebraska Medicine will include an expense line item for DDIF funding (the “Annual DDIF Funding”), the amount of which will be determined using a methodology mutually agreed to by the Dean of the College of Medicine and the Nebraska Medicine CEO (the “DDIF Methodology”).

Beginning on the First Amendment Effective Date, the Annual DDIF Funding amount will be calculated using the DDIF Methodology described below (the “Initial DDIF Methodology”).

The Dean of the College of Medicine and the Nebraska Medicine CEO will meet at least annually to review the DDIF Methodology then in use and revise it as necessary to meet the needs of each Party and promote mission alignment between the Parties. Revisions to the DDIF Methodology require mutual agreement of the Dean of the College of Medicine and the Nebraska Medicine CEO, but do not require amendment of the Academic Affiliation Agreement.

Initial DDIF Methodology

Annual DDIF Funding = Fixed Payment + Variable Payment

Fixed Payment. The Fixed Payment is the sum of the Per Faculty Funding Rate, Dean's Office Support, and Clinical Administration Support. For the period July 1, 2017 – June 30, 2018 (FY18), the value of each is shown below.

- Per Faculty Funding Rate. This rate is calculated using a faculty head count (M.D. and Ph.D.) as of July 1 each year, multiplied by a faculty funding rate. For FY18, the faculty funding rate is \$30,848 for each M.D. and \$46,122 for each Ph.D.
- Dean's Office Support. \$5,303,215
- Clinical Administration Support. \$2,600,165

For each fiscal year thereafter, the Per Faculty Funding Rate, Dean's Office Support, and Clinical Administration Support will increase annually according to an inflation factor agreed to by the Dean of the College of Medicine and Nebraska Medicine CEO, which factor shall take into consideration a mix of regional and national indicators from the Consumer Price Index and Higher Education Price Index, UNMC merit salary increases, and state-aided budget reduction percentages.

The Fixed Payment shall be calculated annually in [insert month] and paid in [insert month].

Variable Payment. The Variable Payment is a portion of Nebraska Medicine's incremental operating income in the immediately preceding fiscal year (the "Incremental Operating Income"). The Variable Payment amount is determined as follows (the "Variable Payment Formula"):

- If Nebraska Medicine's operating margin for the immediately preceding fiscal year was below 3%, then the Variable Payment is \$0.
- If Nebraska Medicine's operating margin for the immediately preceding fiscal year was between 3% and 7%, then the Variable Payment is 13% of the Incremental Operating Income.
- If Nebraska Medicine's operating margin for the immediately preceding fiscal year was greater than 7%, then the Variable Payment is 18% of the Incremental Operating Income.

For FY18, 75% of a Variable Payment of \$2,635,708 is guaranteed at \$1,976,781 with a 25% additional opportunity.

For FY19, Variable Payment of \$2,635,708 is estimated, of which 50% would be guaranteed at \$1,317,854 with a 50% additional opportunity based on the final Variable Payment amount obtained using the Variable Payment Formula.

For FY20, Variable Payment of \$2,635,708 is estimated, of which 25% would be guaranteed at \$658,927 with a 75% additional opportunity based on the final Variable Payment amount obtained using the Variable Payment Formula.

The Variable Payment will be calculated annually in September and paid in October.

The elements of the DDIF include the following:

2.1 Academic Growth Fund. The DDIF will be used by the Dean of the College of Medicine to further innovation including, but not limited to using funds for: (a) chair and physician recruitment (medical doctor and basic science); (b) compensation packages for UNMC's specialty chiefs; (c) faculty recruitment; (d) new program development; and (e) educational innovations, provided that no such funding shall violate 42 U.S.C. 1395 nn or 42 U.S.C. 1320-7(a).

2.2 Academic Support Expenses. The DDIF will be used by Dean of the College of Medicine to fund expenses supporting the academic mission. Examples include but are not limited to undergraduate and PhD medical education, academic development, academic administration, and faculty recruitment, provided that no such funding shall violate 42 U.S.C. 1395 nn or 42 U.S.C. 1320-7(a).

2.3 Research Expenses. The DDIF will be used by the Dean of the College of Medicine to support the research mission. Examples of research funding include but are not limited to: (i) any faculty salaries that exceed the National Institutes of Health cap; (ii) unfunded research development and/or protected time; (iii) research packages, and (iv) research bridge funding. Funds requested from the DDIF to support research will be the net amount needed for such research after all other research funding available to UNMC has been applied to the cost of the research expenses.

2.4 Educational Allowances. On an annual basis, the DDIF shall fund to each UNMC clinical chair an amount up to \$5,000 for each FTE M.D., D.O., D.D.S. and Ph.D (adjusted for part time FTE M.D.s, D.O.s, D.D.S.s and Ph.D.s) in such chair's department as determined as of the first day of the fiscal year to be used for educational allowances (as defined in this section). These funds must be used by the M.D., D.O., D.D.S. or Ph.D. for educational purposes only, including, but not limited to: (i) books and other educational materials; (ii) professional association dues; (iii) travel to educational seminars or conferences; and (iv) professional and board certifications. These funds may not be used as additional faculty compensation.

Except as expressly set forth in this First Amendment, the Academic Affiliation Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Agreement, the terms of this First Amendment will prevail.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

BY: _____

Name: _____

Title: _____

NEBRASKA MEDICINE

BY: _____

Name: _____

Title: _____

TO: The Board of Regents Addendum IX-B-12

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Program Statement for the renovation of Wittson Hall on the campus of the University of Nebraska Medical Center in Omaha

RECOMMENDED ACTION: Approve the Program Statement for the renovation of Wittson Hall on the campus of the University of Nebraska Medical Center in Omaha (UNMC)

PREVIOUS ACTION: January 28, 2011 – The Board of Regents approved the project budget for the renovation of Wittson Hall at UNMC.

December 11, 2009 – The Board of Regents approved the project budget for the renovation of mechanical infrastructure located on Level 2 of Wittson Hall.

EXPLANATION: Wittson Hall is an eight level concrete and masonry structure containing about 207,000 gross square feet of space. The building has been in service since its completion in 1971 providing education space for the Colleges of Medicine and Allied Health Professions, office space for campus administration, research laboratories and support space, along with the McGoogan Library of Medicine and the Wigton History of Medicine Archives on Levels 6, 7 and 8. The building and its location remain viable for the functions currently housed therein.

After nearly 50 years of service, Wittson Hall shows the effects of obsolescence inside and out. Renewal of the building was started with extensive, but partial updating of building systems, especially HVAC, completed in 2013 with LB 605 funds. Remaining building systems are in need of updating and the building is out of compliance with current building and life safety codes. Interior finishes and/or functional organization remain outdated. The precast concrete exterior of the building is showing deterioration and is in need of restoration. The signing of LB 957 into law has provided the opportunity and funding to further renovate Wittson Hall for continued use and to renovate or repurpose currently dated and inefficient space.

The successful completion of the proposed project will prepare Wittson Hall for service continuing well into the future by:

- Restoring the building to current ADA and life safety standards including egress improvements and restroom renovation throughout the building;
- Remodeling or repurposing about 77,000 square feet of space on all levels including reorganizing and remodeling about 49,500

square feet of space in the McGoogan Library and Wigton History of Medicine archives to provide UNMC students and faculty with state-of-the-art library and study space adapted for the predominance of digital media. About 13,600 square feet of the space now housing library functions will be repurposed to provide additional faculty office space. The remaining renovation work will update two class labs serving the College of Allied Health Professions, replace the Gross Anatomy Lab air handling system, enlarge its locker rooms, and update public areas and corridors; and

- Restoring the building’s precast concrete exterior and replacing precast concrete panels with glass curtain wall on the Library floors to provide natural lighting.

It is proposed to bid the project and award the construction contract to the low responsible general contractor.

The proposed Program Statement was reviewed and recommended for approval by the Business Affairs Committee.

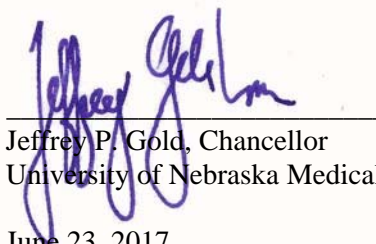
Proposed start of construction	June 2018
Proposed completion of construction	July 2019

PROJECT COST: \$18,000,000

ON-GOING FISCAL IMPACT: None

SOURCE OF FUNDS: LB 957 Bond Proceeds

SPONSOR: Deborah L. Thomas
Vice Chancellor for Business & Finance

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: June 23, 2017

Program Statement

Project Name: Wittson Hall and McGoogan Library Renovation
Campus: University of Nebraska Medical Center
Date: May 25, 2017
Prepared by: UNMC Facilities Planning and Construction
RDG Planning and Design
Campus Project No: P-16125
Phone: (402) 559-5300

1. Introduction

A. Background and history

Wittson Hall, completed in 1971, is an eight level structure containing approximately 207,000 gross square feet. The building houses research labs and support facilities, education space for the Colleges of Medicine and Allied Health Professions, the McGoogan Library of Medicine, and faculty and administrative offices.

After nearly 50 years of service, the buildings exterior remains as originally constructed and is in need of restoration. Many interior areas of the building are both physically and functionally dated or out of compliance with current building codes.

A partial renovation of the building's mechanical and electrical systems was completed in 2013 with LB605 funding including renovation of HVAC infrastructure serving research space and class labs on Levels 2, 3 and 4, along with the restoration of building egress on those floors to achieve compliance with current fire and life-safety codes. A partial renovation of the McGoogan Library of Medicine on Levels 6 and 7 of the building was completed in 2001 with LB 1100 funds. The signing of LB 957 into law has provided funding to further renovate Wittson Hall.

B. Project description

The proposed project will continue the work started with previous deferred maintenance funds by renovating an additional 77,289 net square feet to prepare Wittson Hall for continued service.

The building will be returned to compliance with ADA and building codes by renovating or replacing restrooms throughout the building and improving building egress to meet high-rise code requirements. Aging infrastructure will be addressed by replacing the remaining mechanical systems, original to the building, and allow long term use of the building in an energy efficient manner. The exterior precast concrete skin of the building is showing signs of deterioration and will be restored. The deteriorating ceiling of the Wittson Hall Amphitheater will be abated of asbestos and replaced.

The McGoogan Library on Levels 6 and 7 and the Wigton History of Medicine Archives on Level 8 will receive partial renovation to meet current library functional needs, and the educational and research priorities of contemporary health professions students and faculty. The work will include reorganizing functional space, improving lighting and HVAC, adding windows to the precast concrete facade to bring in natural light, replacing restrooms to comply with ADA and building codes, adding small group study and collaboration space, individual study space, and a 24/7 cafe.

To support the Colleges of Medicine and Allied Health Professions, several class labs will receive updates, including enlarged locker rooms for the Gross Anatomy Lab. Finally, public common areas will be remodeled.

Wittson Hall / McGoogan Library Renovation

Program Statement

C. Purpose and objectives

The project purpose and objectives are to prepare Wittson Hall for continued long-term use through updates to:

- Meet current code requirements
- Restore building exterior
- Replace obsolete building systems
- Provide UNMC students and staff with a state of the art Academic Medical Center library experience in the McGoogan Library
- Improve the current Allied Health educational space in Wittson Hall.

2. Justification of the Project

A. Data that supports the funding request

Wittson Hall supports facilities critical to the education and research missions of UNMC, as well as, houses the campus administration and campus library. These facilities are expected to remain mission critical for the foreseeable future.

The McGoogan Library has experienced many changes in how knowledge is stored and retrieved, along with other libraries in the digital age. The library is rapidly replacing print media with digital. The need for individual and group study space remains very important and is increasing. The research function performed by library staff is also mission critical and becoming more heavily used as scientific knowledge increases.

With the continuing importance of Wittson Hall to the campus, it is imperative that the building be brought into compliance with current codes, and that aging infrastructure be updated.

B. Alternatives considered

A task force of UNMC deans, vice chancellors and academic services representatives was convened to consider the vision for future development on campus as well as alternative uses for Wittson Hall and the McGoogan Library. A variety of alternatives were considered with the highest priorities identified to be renewal of library, creation of student study space, and renewal of research laboratories.

3. Location and site considerations

A. County: Douglas

B. Town or campus: University of Nebraska Medical Center – Midtown Omaha

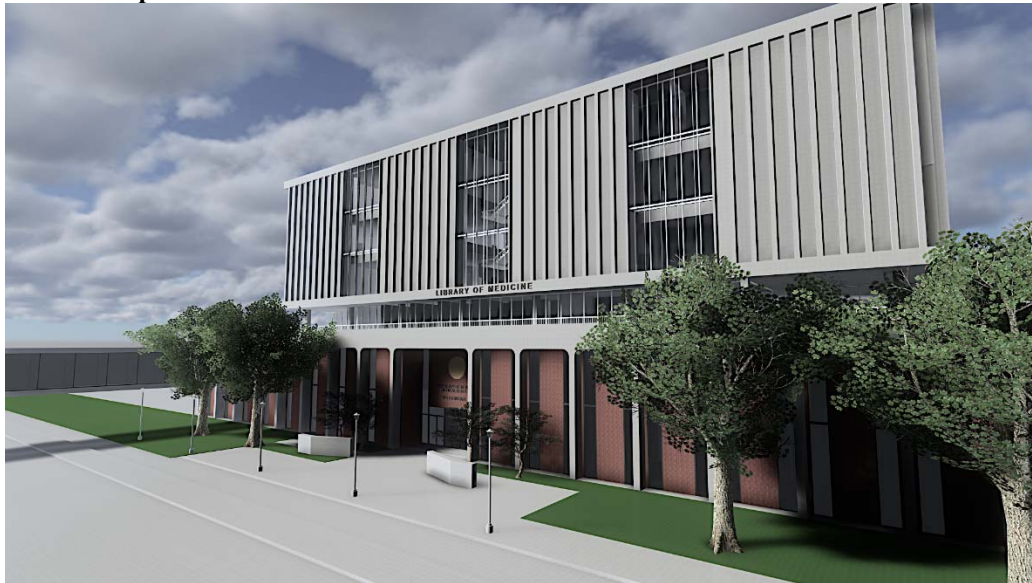
C. Proposed site: Wittson Hall is located on the west side of 42nd Street between Bennet Hall and Poynter Hall, on the UNMC Midtown Omaha Campus.

Wittson Hall / McGoogan Library Renovation

Program Statement



Current photo of Wittson Hall



Proposed image of Wittson Hall showing new glass at the library floors.

D. Statewide building inventory: 51ZZ0040700B

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The project will not change the relationship of Wittson Hall to neighboring campus buildings. All building entry points and inter-building circulation routes will be maintained.

2) Utilities

Utilities serving the building will remain unchanged.

3) Parking & circulation

The project will not alter existing parking, vehicular or pedestrian circulation, or service access to the building.

4. Comprehensive Plan Compliance

Wittson Hall / McGoogan Library Renovation

Program Statement

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.

The objectives of this project support the following goals of the University of Nebraska Strategic Planning Framework 2014-2016:

1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.
2. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.
3. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.

Campus Strategic Plan:

The objectives of this project support the following strategies of the UNMC – Nebraska Medicine Strategic Plan 2017-2020 (Draft of 1/13/2017):

Strategy 1: EDUCATION PROGRAMS: *Enhance UNMC's and Nebraska Medicine's educational programs as the most learner centered university in health professions education.*

Strategy 7: ORGANIZATIONAL CULTURE: *Strengthen employee loyalty, satisfaction and wellness by continually enhancing the organizational culture.*

B. Consistency with the agency comprehensive capital facilities plan

The proposed project is consistent with the concepts of the UNMC 2016 – 2025 Facilities Development Plan (to be reviewed by the Board of Regents in summer 2017). It also supports UNMC and the University of Nebraska's goal to provide state of the art academic experiences.

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The proposed project supports the following goal from the most recent Comprehensive State Plan for Postsecondary Education, revised April 6, 2006:

“Nebraskans will advocate a physical environment for each of the state's postsecondary institutions that: supports its role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.”

5. Analysis of existing facilities

A. Function and purpose of existing programs as they relate to the proposed project

Functions benefited by the project include:

- Colleges of Medicine and Allied Health Professions
- BioMedical research

Wittson Hall / McGoogan Library Renovation

Program Statement

- Campus administration
- McGoogan Library

B. Square footage of existing areas:

<u>Total Building</u>	
Net square feet	125,485
Gross square feet	206,472
Efficiency	61%

C. Utilization of existing space by facility, room and/or function

See section 6.B.1

D. Physical deficiencies

- Structural/Exterior: The exterior precast is showing symptoms of deterioration and requires timely restoration.
- Interiors: Restrooms throughout the building generally are out of compliance with current accessibility codes and may require additional capacity. Common areas throughout the building have received little updating. Student locker rooms serving the Gross Anatomy are too small, increasing the time needed for students to change into required scrubs, and are limiting the time available for teaching.
- Mechanical/Plumbing: Much of the building air handling equipment was replaced on earlier deferred maintenance projects. The remaining air handling equipment, original to the building, is obsolete.
- Building codes: Currently the building does not comply with International Building Code definitions for high rise buildings and requires additional egress from the library floors.

E. Programmatic deficiencies

The McGoogan Library space presents the majority of the buildings programmatic deficiencies. In the transition from print media to digital, the library dramatically reduced the numbers of volumes stored on shelving making a considerable amount of space available for repurposing. Currently the demand for individual and small group study space outpaces available supply. New programs, such as E-Learning, require additional space.

F. Replacement cost of existing building

\$47,144,728 (per the 2016 FMIR)

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

The proposed program will meet programmatic needs for the McGoogan Library. Also it will renovate Colleges of Medicine and Allied Health Professions educational space, bring the building up to applicable codes, where feasible, and modernize the facility.

Wittson Hall / McGoogan Library Renovation

Program Statement

2) Projected occupancy/use levels

- **Personnel projections** – No changes anticipated
- **Describe/justify projected enrollments/occupancy**

The proposed space modifications included will repurpose existing library space to create a state of the art library to accommodate growing BioMedical Research and Clinical Enterprise demands. The remaining library space will provide an opportunity to create space for academic faculty offices. It will utilize Comparative Medicine space to enlarge existing Gross Anatomy Lab locker room space availability. The restrooms will be right sized for ADA requirements. In total this proposed program will update 77, 289 net square feet.

B. Space requirements**1) Square footage by individual areas and/or functions**

Description of Space	Space Use Code	Existing NSF	Renovated NSF	Difference
Library Renovation – Levels 6, 7, 8				
Classroom Facilities	110	1,366	2,600	1,234
Offices	315	9,596	5,386	-4,210
Study Rooms/student support	410	1,306	16,584	15,278
Archives	420	38,257	9,596	-28,661
Cafe	650	1,280	800	-480
Conference Room	350	1,718	1,000	-718
Academic Faculty Offices	310	0	13,580	13,580
Class-Lab Updates				
Allied Health Rm 3020	220	3,085	3085	0
Allied Health Rm 4004	270	1,866	1,866	0
Gross Anatomy Locker Room Right Sizing				
Gross Anatomy Locker Rooms	675	888	1,741	843
Building Support Space				
Janitor	X02	196	500	304
Mechanical/Telecom	Y04	153	500	347
Circulation Area	WWW	7,478	8,271	793
Office Support	310	0	150	150
3 rd Floor Corridor	WWW	4,281	4,281	0
Education Support Space				
Auditorium	610	2,799	2,799	0
Restroom Right Sizing	X03	3,020	4,550 (TBD during design)	1,530
Total		77,289	77,289	-

2) Basis for square footage/planning parameters

All spaces to be remodeled have been programmed using UNMC space standards and/or good architectural practice.

Wittson Hall / McGoogan Library Renovation

Program Statement

3) Square footage difference between existing and proposed areas (net and gross)

The proposed renovation will not impact the gross square footage of Wittson Hall.

C. Impact of the project on existing space

1) Reutilization and function(s)

All spaces excluded from Table in section 6.B.1 will be reutilized. This includes most of the buildings research facilities and administration spaces.

2) Demolition

Demolition is limited to removal of selected precast panels for installation of new windows. Interior demolition is limited to work occurring on the library floors, amphitheater and other isolated areas identified in this document.

3) Renovation

The current library space of the McGoogan Library will be renovated and repurposed to meet current standards. The Allied Health class-labs, Gross Anatomy locker rooms, restrooms, circulation and common spaces will be remodeled as identified in this document. The building exterior façade and loading dock will be restored and identified infrastructure replaced.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

Not applicable

B. Additional Equipment

1) Fixed equipment

Not applicable

2) Movable equipment

Furniture provided by the project will be limited to class-lab, office, student, library and common areas and will be specified during the design phase of the project.

3) Special or technical equipment

Not applicable

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The original building structure is concrete with concrete pan floor slabs. The top sections of the building are clad with precast panels, while the lower floors are clad with typical brick construction.

B. Heating and Cooling Systems

Wittson Hall / McGoogan Library Renovation

Program Statement

Air Handler 7 serving the Gross Anatomy Lab will be upgraded.

C. Sustainability

Building modifications will be designed to meet the basic requirements of the University of Nebraska Sustainable Design Policy.

D. Life Safety/ADA

The facility will be renovated in accordance with the International Codes 2012 Edition, all applicable NFPA 101-2000 code references and the 2010 ADA Standards for Accessible Design and the ICCI ANSI A117.1-2002 Accessibility Codes, and Title 156 of the Nebraska Administrative Code. Improvements include modifications required for the high rise code, new stairs for exiting, restrooms and space modifications required for the ADA.

E. Security

Building security will be considered in the design of the building renovations including the installation of card access at desired locations, surveillance cameras and other physical security measures to be determined during the design process.

F. Historic or architectural significance

Not applicable

G. Artwork

The artwork budget is consistent with Board of Regents 1% for art policy.

H. Phasing

Construction phasing will be required to maintain existing library activities. The project will be phased in such a manner to allow the library to remain operational throughout construction. Detailed phasing will be determined during the design process.

I. Future expansion

None anticipated

J. Other

Electrical Systems - Electrical distribution on renovated floors will be replaced and upgraded to comply with current code and allow for additional circuit capacity and standby power. Emergency and exit lighting will be provided on renovated floors as required to meet current code. Lighting will be replaced with LED lighting in all renovated spaces.

Fire Alarm System - The existing fire alarm system will be modified and expanded as necessary in renovated spaces.

Telecom System - Network switching equipment and telecommunications distribution cabling will be replaced in renovated spaces.

Wittson Hall / McGoogan Library Renovation

Program Statement

Sprinkler System – The existing sprinkler system will be modified and/or expanded as needed.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The programming architect developed the opinion of probable construction cost for this project with input from the construction community and consultation with an independent construction cost consultant. Cost estimates were normalized to the Omaha market area.

2) Identify year and month on which estimates are made and inflation factor used

The project cost estimate was prepared in May 2017. The cost estimate assumes a 4% annual inflation rate for the 18-month period from May 2017 to the midpoint of construction in November 2018.

3) Gross and net square feet

	Existing	Renovated
Net Square Feet	125,485	125,485
Gross Square Feet	206,125	206,125
Building Efficiency	60.80%	60.80%

4) Project cost per net and gross square foot

Cost/NSF: \$143
 Cost /GSF: \$87

5) Construction cost per gross square foot

Construction Cost/GSF: \$72

B. Total project cost

Construction

General Construction	\$13,141,000
In-House Construction	\$1,008,000
Fixed Equipment	\$ 0
Site Utilities	\$ 0
Construction Contingency	\$708,000
Total Construction Cost	\$14,857,000

Non-Construction

Project Planning	\$88,000
Professional Consultant Fees	\$1,182,000
Professional In-house	\$372,000
Equipment - Movable	\$1,000,000
Equipment - Special & Technical	

Wittson Hall / McGoogan Library Renovation

Program Statement

Land Acquisition	
Artwork	\$180,000
Other	\$171,000
Non-construction Contingency	\$150,000
Total Non-construction Cost	\$3,143,000
Total Project Cost	\$18,000,000

C. Fiscal impact based on first full year of operations

1) **Estimated additional operational and maintenance costs per year**

None

2) **Estimated additional programmatic costs per year**

None

10. FUNDING

A. Total funds required:

\$18,000,000

B. Project Funding Sources:

State Funds – 100%

C. Fiscal year expenditures

FY16/17	\$ 60,000
FY 17/18	\$10,465,000
FY 18/19	\$7,475,000

11. TIMELINE

Program Statement	August 2017
Funding	January 2018
Professional consultant(s) selection	October 2017
Intermediate design documents	February 2018
Receive bids for construction	May 2018
Award of contract and start of construction	June 2018
Completion of construction	July 2019

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1) CCPE review is required.
- 2) CCPE review is not required.

Wittson Hall / McGoogan Library Renovation

Program Statement

B. Method of Contracting

1)Identify method

Construction of the project will be bid with subsequent contract award to the low responsible bidder.

2)Provide rationale for method selection

Bidding conditions in the Omaha construction market are currently favorable, and are expected to yield the most favorable price at the time the project will be bid.

TO: The Board of Regents Addendum IX-B-13
Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Program Statement for the Addition to the Biomechanics Research Building at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approve the Program Statement for the Addition to the Biomechanics Research Building at the University of Nebraska at Omaha

PREVIOUS ACTION: January 27, 2012 – The Board of Regents approved the Program Statement and Budget for the Biomechanics Research Facility at the University of Nebraska at Omaha.

EXPLANATION: The existing Biomechanics Research Building opened in the fall of 2013 and established UNO at the forefront of the research field with the first-in-the-world stand-alone building dedicated solely to this area of study. The College of Education has had biomechanics as a program for over twenty years but in the last five years it has experienced significant growth due in no small part to the new building as well as the addition of a PhD of Exercise Science with a focus in biomechanics, and the unprecedented success in the award of UNO research grants.

The project will provide a 29,860 SF addition that will connect to all three levels of the existing building, more than doubling its size. It will include laboratories, instructional space, offices, and collaboration space for students and researchers.

The program statement has been reviewed and recommended for approval by the Business Affairs Committee. Gifts have been secured and selection of a construction manager at risk is proceeding contingent upon approval of the project.

Proposed start of construction April 2018
Proposed completion of construction September 2019

PROJECT COST: \$11,610,000

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$257,000

SOURCE OF FUNDS: Private Funds (Donations) \$11,610,000

SPONSOR: William E. Conley
Vice Chancellor for Business & Finance

RECOMMENDED: 
Jeffrey P. Gold, Interim Chancellor
University of Nebraska at Omaha

DATE: June 23, 2017



Project Title: Biomechanics Research Building Addition Program Statement
Campus: University of Nebraska Omaha
Campus Project No.: BRB001-15
Date: June 30, 2017
Prepared By: The Schemmer Associates Inc.

1. Introduction

a. Background and history

The existing Biomechanics Research Building (BRB) opened in the fall of 2013 and established UNO at the forefront of this research field with its first-in-the-world stand-alone building dedicated solely to this area of study. The College of Education has had biomechanics as a program for over twenty years but in the last five years it has experienced significant growth due in no small part to the new building as well as the addition of a PhD of Exercise Science with a focus in biomechanics, and unprecedented success in the award of research grants.

Recently, the Division of Biomechanics and Research Development was established in the College of Education. The vision of this new division "will be to advance research and scholarship at the University of Nebraska. In doing so, the division will establish a global reputation as an outstanding academic environment that shapes the future of healthcare by solving complex biomedical problems and improving quality of life through the development of new diagnostic and treatment strategies. These strategies will be based on innovations and arising from collaborative research in areas such as biosciences, biotechnology, biomedical engineering, prosthetics, and nonlinear mathematics." – *Vision, Division of Biomechanics and Research Development, June 1, 2015.*

Examples of cutting-edge research include the following, as noted in the *Biomechanics Research Building Annual Report, Spring 2017*:

- The impact of a cardiovascular exercise program on cognition, gait, and balance in individuals with a traumatic brain injury.
- The effects of virtual reality simulations on gait variability in survivors of stroke.
- Breathing and walking coupling variability in patients with chronic obstructive pulmonary disease (COPD).
- Gait variability in patients with peripheral arterial disease.
- Examination of sway variability during the development of postural control in infants to discriminate typical development from infants with Autism Spectrum Disorder (ASD).
- Prosthetics research.
- NASA-funded research project entitled, *The Role of Tactile Sensation on Locomotor Adaptation in Astronauts Returning from Long Duration Spaceflights*, which has a broader potential to address falls in the elderly.
- Development and testing of 3D printed prostheses, orthoses, and assistive devices for children and 3D services for anatomical models for surgical planning.
- Generation of efficient wearable devices for able bodied as well as impaired persons by optimizing device controls.



b. Project description

The Project will provide a nearly 30,000 square-foot addition, which will connect to and expand the existing Biomechanics Research Building, more than doubling its size. It will include laboratories, instructional space, offices, and collaboration space for students and researchers.

c. Purpose and objectives

The purpose of the Project is to significantly expand the existing building in order to:

- facilitate an increase in research projects and types;
- accommodate new specialized research equipment such as a *Six Degrees of Freedom* treadmill;
- increase work space for undergraduate students;
- double the space for graduate students; and
- expand conference rooms, collaboration areas, and space for large gatherings.

2. **Justification of the Project**

a. Data which supports the funding request

The Biomechanics Research Building currently serves as a research facility where engineers, scientists and clinicians gather to gain insights on healthy and abnormal human movement patterns. Under the direction of Dr. Nicholas Stergiou, expectations have been exceeded and more than \$12 million in funding has been awarded from the National Institutes of Health (NIH), Veteran Affairs and many other sources. The majority of this funding is also renewable for more than 10 years. At present, over \$15 million is pending funding including an NIH P20 COBRE Phase II Center grant, multiple NIH RO1 grants, American Heart Association (AHA), National Science Foundation (NSF), Department of Defense (DOD), and Veterans Affairs (VA) Merit proposals.

The facility is home to the recently formed Division of Biomechanics and Research Development, the Department of Biomechanics, the Center for Research in Human Movement Variability (MOVCENTR) which is an NIH Center of Biomedical Research Excellence (COBRE), and the Nebraska Biomechanics Core Facility (NBCF). This environment of academic excellence provides services of consultation, data analysis, data collection, software training, and machining and prototyping to individuals throughout the state of Nebraska.

The original building was designed for 46 personnel: faculty, researchers, staff, as well as undergraduate and graduate students. With recent successes, current personnel exceeds 75. One new faculty member and three research associates will be joining the division in the fall of 2017.

Due to unanticipated growth, one designated lab, collaboration room, and library have been reassigned into office spaces and several employees are dispersed throughout other laboratories. Additionally, a storage closet was repurposed to create more workspace for students. As the number of collaborators and projects has grown tenfold in the last two years, so has the need for laboratory and support spaces for these projects. A significant portion of the growth comes the improved enrollment in the Bachelor's in Biomechanics degree and the recently proposed Master's degree in Biomechanics.

An expansion to the existing facility will support research in biomechanics which is the top research priority at the University of Nebraska at Omaha, as well as accommodate the rapidly emerging Division of Biomechanics and Research Development. It will also allow current research partnerships with iEXCEL, UNMC, UNeMED, and UNL to be strengthened.

b. Alternatives considered

An addition to the existing building was deemed to be the most viable approach for meeting the needs of the growing Division. A “do nothing” option was rejected because the building is currently overcrowded and there is presently no space for the Division to grow within the existing facility.

3. **Location and Site Considerations**

a. County: Douglas

b. Town or campus: University of Nebraska at Omaha, Dodge Campus

c. Proposed site: East of the existing Biomechanics Research Building, as shown below in the aerial image of the Dodge Campus.



d. Statewide building inventory: Biomechanics Research Building is 51ZZ0300200B.

e. Influence of project on existing site conditions

(1) Relationship to neighbors and environment

The BRB addition will occupy a prominent location on campus as a “sister” building to the current facility. It will bracket the south side of the soccer stadium and will be convenient to the East Parking Garage and shuttle stop. The sloping terrain will enable a multistory structure which results in a significant building size within a small footprint. The south façade will be visually prominent to those who approach the Dodge Campus from the south.



(2) Utilities

DOMESTIC WATER & FIRE PROTECTION

New domestic water and fire protection water service is available to serve the building addition, as well as potential future expansion, from the north side of the site.

STEAM/CHILLED WATER

Campus steam and chilled water utilities are located at a distance that would be expensive and difficult to use for the building addition. As a result, it is recommended to use a standalone heating and cooling system.

SANITARY SEWER

The site is served by a sanitary sewer line located to the southwest of the existing BRB, which is proposed to serve the building addition.

STORM WATER

A 30" diameter storm drainage pipe, which serves approximately half the campus, runs through the site of the proposed addition. This pipe is steeply sloped and constructed of materials unsuitable to be located beneath a structure. The pipe is recommended to be relocated in order to maximize buildable area to accommodate the proposed addition and future phases.

Storm water from the roof of the BRB is collected into underground storm chambers located near the building. In order to comply with City of Omaha storm water management regulations, capacity of this system will require expansion to serve the building addition.

ELECTRICAL SERVICE

The location of the existing BRB transformer requires assessment in conjunction with fire truck access required to serve the north side of the building addition site.

Standby Generator. Currently, the existing BRB is connected to an emergency circuit from HPER. The emergency loads of the existing BRB, addition and future addition should be evaluated to determine the need for a generator.

FIBER OPTIC

The fiber serving the existing BRB intersects the proposed site for the addition as well as the buildable area for a future "phase 3" addition. Therefore, relocation is recommended in order to maximize buildable area.

(3) Parking and circulation

Additional parking is not a requirement of the Project. The existing faculty parking stalls are proposed to be relocated elsewhere on campus to allow for increased visitor and patient parking in the existing lot.

Fire truck access, located north and west of the existing building, will require extension east along the north side of the site in order to provide a required fire lane, which will enable access to all portions of the proposed addition and future phases.

The building site is adjacent to the sidewalk running east-west between the East Parking Garage and the HPER building. It is also convenient to pedestrians using the nearby shuttle stop located directly south of the existing BRB, and a nearby bike trail.



4. Comprehensive Plan Compliance

- a. Compliance with the University Strategic Framework, Campus Roles and Mission and the Campus Strategic Plan

The University of Nebraska's Strategic Planning Framework, 2014-2016, *Investing in Nebraska's Future*, has six goals that address a broad range to serve Nebraskans as the state's public university. The Biomechanics Research Building supports the goals in many ways. It specifically addresses the following:

Goal 4:

The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.

- a. *Increase external support for research and scholarly activity.*
 - i. *Increase federal support for instruction, research and development, and public service.*
 - ii. *Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.*
- b. *Increase undergraduate and graduate student participation in research and its application.*
- c. *Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.*
- d. *Improve the quantity and quality of research space through public and private support.*
- e. *Focus resources on areas of strength in research where the university has the opportunity of regional, national and international leadership and in areas of strategic importance of the health and economic strength of Nebraska.*
 - i. *Invest resources through the Nebraska Research Initiative, Programs of Excellence and other sources to build capacity and excellence in research.*

- b. Consistency with the agency comprehensive capital facilities plan

The existing BRB was included in the *University of Nebraska at Omaha 2006 to 2015 Facilities Development Plan Interim Report - January 27, 2012*, under the section, *Theme 2 - Develop Academic facilities and spaces, Interim Adjustments*. The meteoric growth of the Division continues to support the UNO facilities plan for growth.

The Project is consistent with the following goals of the University of Nebraska Omaha's 2016-17 Strategic Plan:

- *Support and enhance faculty and student research and creative activity.*
- *Develop and enhance applied and experiential student learning opportunities.*
- *Build and expand connections with community partners.*
- *Promote, recognize, and incentivize engaged scholarship.*
- *Maintain and expand facilities to meet the growing needs of the campus.*

- c. Consistency with the current version of the Statewide Comprehensive Capital Facilities Plan.

The *Comprehensive Statewide Plan for Postsecondary Education*, revised April 6, 2006, addresses the University of Nebraska's Role and Mission in three parts: Instruction, Research, and Public Service. The BRB Addition will support these, specifically in the area of research, as quoted below.



RESEARCH

The State of Nebraska relies on the University of Nebraska institutions as a source of research that advances knowledge and technology, serves the state's economic development goals, and enriches Nebraskan's quality of life...

- *The University is responsible for research that advances knowledge, strengthens the University, and benefits the state and its citizens.*
- *The University targets its research efforts at specific, highly promising priority areas, attracting both research funds and research-oriented students to the institution and state.*

5. Analysis of Existing Facilities

a. Functions/purpose of existing programs as they relate to the proposed project

The Biomechanics Research Building addition will connect to the existing building to form an integrated facility. The existing programs are served well within the current building and faculty and staff express pleasure and satisfaction with the facility and its attributes. It provides laboratories and related spaces conducive to their research. In the short time since its opening, all spaces have become used to their capacity, for their intended purposes, and the Division is now in the position of not being able to meet the demand for research space and personnel. In addition, support space such as storage for research equipment is lacking.

The main entrance to the facility is proposed to remain in its current position, which provides easy access to the client parking lot. The central east-west corridors should connect to the addition's circulation system to provide clear wayfinding for clients and other visitors, as well as faculty and students. It is anticipated that very little disruption to the existing building usage will occur as a result of the expansion.

b. Square footage of existing areas

The existing 27,813 GSF BRB is comprised of research laboratories and support spaces, a machine shop, offices, conference rooms, and workstations and collaboration spaces for students.

c. Utilization of existing space by facility, room and/or function

A list of existing spaces and their sizes is noted in the chart that follows.



EXISTING AREAS					
Use Code	Room Numbers	Room Name	NSF		% of GSF
ASSIGNABLE AREA					
200	LABORATORY FACILITIES			6,458	23%
250/255	103/103A-C	Virtual Reality Lab/Closets (3)	1510		
250/255	109/109A	Motor Dev Lab/Viewing & Evaluation	242		
250	111	Robot Lab	306		
250	111A	Robotic Surgery Lab (now Technicians Office)	359		
250	116	Main Laboratory (Gait Lab)	2530		
250	123	Balance Lab	559		
250/255	129/129A	Acoustics Lab/Vestibule	222		
255	101	Evaluation	122		
255	102	Library	106		
255	119/121	Dressing Room (2)	89		
255	133	Washroom	113		
255	221	Data Processing	191		
255	228A	Kitchen (serves Conference 228)	109		
300	OFFICE FACILITIES			4,763	17%
310	1st/2nd Levels	Private Offices (13)	1458		
310	201	Open Office (Graduate Workstations)	1440		
310	214	Office (Director)	304		
310	224	Office (Undergraduate Workstations)	148		
315	100	Reception	299		
315	203	Files	58		
315	205	Workroom (Copy)	99		
350	201A	Conference (Collaboration)	306		
350	216	Conference	152		
350	228	Conference	499		
600	GENERAL USE FACILITIES			502	2%
650	114	Seating	166		
650	200	Breakroom	336		
700	SUPPORT FACILITIES			706	3%
720	135	Machine Shop	470		
730	107	Storage	127		
730	127	Storage	109		
	SUBTOTAL NET ASSIGNABLE AREA			12,429	
NON ASSIGNABLE AREA					
WWW	CIRCULATION AREA			6,016	22%
W02	197/297/397, A/B	Elevators	307		
W05	199A	Lobby	212		
W06	199/299D/399A	Vestibules	325		
W06	199B-E/299/299A-C/399	Corridors	3809		
W07	098/198/298/398, A/B	Stairs	1363		
XXX	BUILDING SERVICE AREA			690	2%
X02	137/218	Custodians	104		
X03	105	Lactation	113		
X03	115/117/220/222	Restrooms	426		
X04	141	Outdoor Trash Area	47		
YYY	MECHANICAL/ELECTRICAL			1,045	4%
Y04	113/301/125A/139/225/226	Mechanical & Electrical	1045		
	SUBTOTAL NET NON ASSIGNABLE AREA			7,751	
	SUBTOTAL NSF			20,180	
ZZZ	Structure	(includes unexcavated basement SF)	7,633		27%
	TOTAL GSF			27,813	100%



d. Physical deficiencies

The existing building is approximately two years old and, with the exception of a mechanical item described below, there are no current physical deficiencies.

The existing atmospheric hot water boilers are oversized for the building causing condensation issues in the flue. This condensation is expected to cause premature failure of the boilers. The existing flue should be replaced to provide proper venting for the boiler system in order to prevent this. The boilers are not adequate to serve a building expansion.

e. Programmatic deficiencies

As the field of biomechanics research expands, and UNO's role and reputation grow, so too do the needs for physical space and equipment. The existing building is fully utilized and over capacity. Some deficiencies are:

- Technicians currently occupy a room originally intended as a lab, because office space is unavailable.
- There are no offices to accommodate new faculty; four new faculty start next year.
- There was not an undergraduate degree offered when the BRB was built and, as a result, work space for this student group is nearly non-existent.
- There is not sufficient space for all faculty to conduct research; laboratories are not available due to the numerous research projects.
- Insufficient storage of research materials and building materials has created a problem with pieces of equipment now being staged in labs rather than in proper storage closets.
- A much larger machine shop is needed to enable several projects to be working simultaneously. Recent demand for work from outside the university has increased the activity in this space.
- New and specialized equipment regarding 3D printing prosthesis, bioinspired robotics, exosuits, and biomechatronics require new laboratory space which is unavailable at present.

f. Replacement cost of existing building

The 2015 Facilities Management Information Report (FMIR) insured value of the existing Biomechanics Research Building is \$6,644,079, which does not include furnishings, fixtures and equipment costs.

6. **Facility Requirements and the Impact of the Proposed Project**

a. Functions/purpose of the proposed program

(1) Activity identification and analysis

The following activities are proposed:

Laboratory Facilities: Virtual Reality, Gait, Balance, and Small Labs (multipurpose for flexible use), Data Processing, Consultation and Evaluation

Office Facilities: Faculty and Technicians, Graduate and Undergraduate Workstations, Conference Rooms, Library, Collaboration spaces

General Use Facilities: informal, dispersed Seating Areas, Breakroom

Support Facilities: Machine Shop, Storage



(2) Projected occupancy/use levels

Personnel projections:

	Existing	New	Projected Total
UNO FTE Faculty & Staff.....	22	15	37
Graduate Students.....	24	17	41
Undergraduate Students.....	29	13	42
Custodial Staff.....	1	1	2
Total.....	76	46	122

Description/justify projected enrollments/occupancy:

The above UNO personnel projections consider current laboratory research programs plus growth projections based on existing and future grant applications. The division now has a Bachelor's degree in Biomechanics, Master's degree in Biomechanics (under submission), and two tracks in the Doctoral program. All projections are based on division growth and the rapidly expanding research field of Biomechanics.

b. Space requirements

(1) Square footage by individual areas and/or functions

See next page.



SPACE REQUIREMENTS				
Use Code	Room Name	NSF		% of GSF
ASSIGNABLE AREA				
100	CLASSROOM FACILITIES		1,340	4%
110	Classroom	1140		
115	Classroom Service	200		
200	LABORATORY FACILITIES		6,920	23%
250	Virtual Reality Lab	1950		
250	Gait Lab	1360		
250	Balance Lab	630		
250	Small Labs (3)	970		
255	Consultation (2)	300		
255	Evaluation	150		
255	Library	440		
255	Dressing Rooms (2)	110		
255	Laundry	110		
255	Data Processing (2)	900		
300	OFFICE FACILITIES		6,270	21%
310	Offices (21)	2280		
310	Workstations - Graduate	1560		
310	Workstations - Undergraduate	810		
315	Files	80		
315	Workroom - Copy	80		
350	Conference	800		
350	Collaboration - Graduate	330		
350	Collaboration - Undergraduate	330		
600	GENERAL USE FACILITIES		2,230	7%
650	Seating Areas	1560		
650	Breakroom	670		
700	SUPPORT FACILITIES		2,210	7%
720	Machine Shop	1380		
730	Storage - Research	710		
730	Storage - Building	120		
	SUBTOTAL NET ASSIGNABLE AREA		18,970	
NON ASSIGNABLE AREA				
WWW	CIRCULATION AREA		5,160	17%
W02	Elevator (3 levels)	240		
W06	Vestibule	270		
W06	Corridors (3 levels)	3920		
W07	Exit Stair (3 levels)	730		
XXX	BUILDING SERVICE AREA		1,080	4%
X02	Custodian (3)	150		
X03	Restrooms (2)	110		
X03	Men (2)	410		
X03	Women (2)	410		
YYY	MECHANICAL/ELECTRICAL		1,610	5%
Y04	Sprinkler	50		
Y04	Elevator Equipment	70		
Y04	Mechanical	1160		
Y04	Utility - Electrical	210		
Y04	Utility - IT (3)	120		
	SUBTOTAL NET NON ASSIGNABLE AREA		7,850	
	SUBTOTAL NSF		26,820	
ZZZ	Structure		3,040	10%
	TOTAL GSF		29,860	100%



(2) Basis for square footage/planning parameters

The square footage and planning parameters were based on those of the existing building, which have proved successful in meeting the needs of the Division in the brief time since it was constructed.

(3) Square footage difference between existing and proposed areas

Use Code	Category	Existing SF	New SF	SF Change
ASSIGNABLE AREA				
100	Classroom Facilities	-	1,340	1,340
200	Laboratory Facilities	6,458	13,378	6,920
300	Office Facilities	4,763	11,033	6,270
600	General Use Facilities	502	2,732	2,230
700	Support Facilities	706	2,916	2,210
NON ASSIGNABLE AREA				
WWW	Circulation Area	6,016	11,176	5,160
XXX	Building Service Area	690	1,770	1,080
YYY	Mechanical/Electrical	1,045	2,655	1,610
TOTAL NSF		20,180	47,000	26,820
TOTAL GSF		27,813	57,673	29,860

c. Impact of the proposed project on existing space

- (1) Reutilization and function: Not applicable.
- (2) Demolition: Limited demolition is anticipated and should be confined to the southeast corner where the addition is recommended to connect to the existing building. Limited demolition may occur at exterior walls where new walls abut existing.
- (3) Renovation: At the southeast corner, it is anticipated that existing spaces on both levels would be remodeled to enable connections to the addition. The Library near the main entrance is recommended to be remodeled into an office and the addition will include a new library.

7. **Equipment Requirements**

a. List of available equipment for reuse

Not applicable.

b. Additional equipment

(1) Fixed equipment

Wall-mounted flat screen TVs, A/V equipment.

(2) Movable equipment

Furnishings for offices, conference rooms, breakroom, graduate and undergraduate workstations, seating areas, and file room; appliances, printers, computers, marker and tack boards.

(3) Special or technical equipment

Equipment for labs and the Machine Shop will be funded outside of this project, but designed for. This equipment includes the following items.



Virtual Reality Lab:

- 6 Degrees of Freedom Platform
- Force Instrumented Treadmill
- High Speed Digital Cameras
- CAREN Virtual Reality System

Gait Lab:

- High Speed Digital Cameras
- Force Instrumented Plates
- Force Instrumented Treadmill
- Fall Protection Harness System

Machine Shop:

- 5-Axis CNC Mill
- CNC Lathe
- DMP Rapid Prototyping Machine
- SLS 3D Printer
- Polyjet 3D Printer
- Vacuum Forming Oven
- Drill Press
- Vertical Band saw
- Table saw
- Miter saw

8. **Special Design Considerations**

a. Construction Type

The existing building's construction is comprised of a combination of systems: cast-in-place concrete, precast concrete, steel framing, and concrete masonry bearing wall. It is classified as IBC Type II-B, non-combustible construction. Additions to the building are recommended to be consistent with this construction type.

Due to the steeply-sloped site and poor soils, design of the foundation system will be critical. The existing building rests on an 85' deep auger cast pile foundation system for these reasons. In addition, the structural system must be rigid in order to eliminate vibration, which is required for research testing equipment.

b. Heating and cooling systems

MECHANICAL SYSTEMS

Special design considerations include:

- Provisions for CO and NO₂ detection and a sand/oil separator to enable a parked vehicle in the Machine Shop, to support research needs.
- A sewage ejector, which may be necessary due to the location and elevation of the existing sewer line.

ELECTRICAL SYSTEMS

Special design considerations include:

- Relocation of the transformer that will serve both the existing BRB and the addition, due to fire truck access requirements. This will entail coordination and existing BRB power outages during construction.
- Assessment of the need for a generator due to the current condition whereby the existing BRB is served by a life safety circuit from the HPER generator.



- A rough-in raceway for cable and device installation, and a structured cable system for communications systems.
- Recertification of the existing lightning protection system due to expansion of the system for the addition, in order to maintain the UL label.

c. Sustainability

(1) Certification Level: The Project will not seek LEED Certification but will be designed to meet the University of Nebraska Sustainable Design Policy standards for the Certified Level.

(2) Justification: The existing building's systems are efficient in their use of natural resources and the addition should be consistent with this. Lighting control and LED light fixtures should be employed where feasible to ensure low energy use and code compliance.

The BRB and its proposed addition are located near a UNO shuttle stop on University Drive South, city bus routes on Dodge Street and the Boulevard bike trail in Elmwood Park. These provide alternative modes of transportation to the site. It is recommended that bike racks be provided along with other site furnishings.

(3) Cost: Additional costs to the project for sustainability are not applicable.

d. Life Safety/ADA

LIFE SAFETY

Fire Alarm System. The system should be an extension of the existing Edwards/GE system that is connected to the Campus Fireworks Panel. The voice evacuation system would be connected into the campus wide alert system for mass notification with fire alarm priority.

ADA

All areas of the addition, and its connection to the existing building, should be designed to comply with the 2010 ADA Standards for Accessible Design.

e. Security

The system should include access control and CCTV similar to the existing BRB. Research labs and associated spaces must be secure from public access areas of the building, as they are now.

f. Historic or architectural significance

Not applicable.

g. Artwork

The project will not receive funding from the State of Nebraska and, as a result, will not have a 1% allocation of funds for artwork.

h. Phasing

The addition to the BRB is proposed to be constructed in a single phase.

i. Future expansion

The site for the BRB addition should enable a future "phase 3" expansion to the east. It is not feasible to expand to the south due to the property line, or north due to the soccer field and location of the proposed new storm sewer.



- j. Other
- None.

9. **Project Budget and Fiscal Impact**

a. Cost estimates criteria

- (1) Identify recognized standards, comparisons and sources used to develop the estimated cost.

The cost estimate has been provided by the team’s cost consultant, MCL. MCL was the Construction Manager at Risk for the existing BRB and, as such, has the in-depth and first-hand knowledge of the construction costs which gives them a basis from which to estimate the addition.

- (2) Identify the year and month on which the estimates are made and the inflation factors used.

Estimates were made in June of 2017 and inflated 3.5% per year to an assumed midpoint of construction in December 2018.

- (3) Gross and net square feet. Identify renovated building area separately from added or new building area.

	NSF	GSF
Added Building Area.....	26,820 SF	29,860 GSF
Renovated Building Area	900 SF	900 GSF
Total.....	27,720 SF	30,760 GSF

- (4) Total project cost per gross square foot. Identify renovated building cost separately from added or new building cost.

Cost per SF	Addition	Renovation	Total
Total Project Cost per Gross Square Foot	\$ 377.44	N/A	\$ 377.44

- (5) Construction cost per gross square foot

Cost per SF	Addition	Renovation	Total
Construction Cost per Gross Square Foot	\$ 317.03	N/A	\$ 317.03

b. Total project cost

Total project cost is \$11,610,000. The Estimate of Probable Total Project Cost is as follows.



ESTIMATE OF PROBABLE TOTAL PROJECT COST	
PROGRAM STATEMENT	
CONSTRUCTION COSTS	
General Construction	\$ 8,172,000
Fixed Equipment	\$ 120,800
Site Work/Utilities	\$ 821,000
Construction Contingency	\$ 638,000
TOTAL CONSTRUCTION COSTS	\$ 9,751,800
NON-CONSTRUCTION COSTS	
Project Planning	\$ 72,700
Professional Consultant Fees	\$ 648,000
Specialty Consultant Fees by UNO	\$ 96,000
Professional In-house	\$ 169,200
Equipment - Movable	\$ 592,300
Equipment - Special/Technical	\$ -
Land Acquisition	\$ -
Artwork	\$ -
Other	\$ 92,000
Non-construction Contingency	\$ 188,000
TOTAL NON-CONSTRUCTION COSTS	\$ 1,858,200
TOTAL PROJECT COST	\$ 11,610,000

- c. Fiscal Impact based upon first full year of operation
 - (1) Estimated additional operational and maintenance costs per year
\$256,700
 - (2) Estimated additional programmatic costs per year
None.

10. **Funding**

- a. Total funds required
The total amount of funds required for the project is \$11,610,000.

- b. Project Funding sources

Funding Source	%	Amount
(1) Private donations.....	100.....	\$ 11,610,000

- c. Fiscal year expenditures for project duration

Fiscal Year	Amount
2015-2016:.....	\$ 75,700
2017-2018:.....	\$ 1,210,000
2018-2019:.....	\$ 9,350,300
2019-2020:.....	\$ 974,000
Total:.....	\$ 11,610,000



11. Time Line

- a. Program Statement.....June 2017
- b. Funding.....June 2017
- c. Professional Consultant Selection
 - A/E 4-year firm.....August 2017
 - CMR.....September 2017
- d. Intermediate Design Documents.....March 2018
- e. Receive bids for construction
 - Site/Foundations.....April 2018
 - Building.....June 2018
- f. Award of contract and start of construction
 - Site/Foundations.....May 2018
 - Building.....July 2018
- g. Completion of construction.....September,2019

12. Higher Education Supplement

- a. CCPE Review
 - (1) CCPE review is not required.
- b. Method of contracting
 - (1) Identify method
 - Construction Manager at Risk (CMR) is recommended.
 - (2) Provide rationale for method selection

The CMR method of contracting was successfully employed for the existing BRB. There are many reasons it is advisable to have the CMR involved during design as an integrated member of the team. These include:

 - Complexity of the site, soils and foundations.
 - Site utilities relocation and coordination.
 - Special construction requirements for research equipment, which is highly technical in nature.
 - Connections to the existing building.

Lastly, a CMR is recommended in order to meet the construction budget and schedule. To accomplish this, two bid packages are proposed, which would be facilitated by a CMR project delivery method. It will be important to relocate the storm sewer and fiber, and to construct building foundations before winter conditions. This approach will reduce construction costs and enable project completion as planned.

TO: The Board of Regents
Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: University of Nebraska Strategic Framework

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic Framework document.

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: July 19, 2017

INVESTING IN NEBRASKA'S FUTURE

Strategic Planning Framework

2014-2016

The University of Nebraska is a four-campus, public university which was created and exists today to serve Nebraskans through quality teaching, research, and outreach and engagement. We strive to be the best public university in the country as measured by the impact we have on our people and our state, and through them, the world. To do that, we must compete effectively with other institutions around the world for talented students and faculty. The future of Nebraska is closely tied to that of its only public university, and this framework guides university-wide and campus planning to help build and sustain a Nebraska that offers its citizens educational and economic opportunity and a high quality of life.

The framework consists of six overarching goals emphasizing access and affordability, quality academic programs, workforce and economic development, research growth, engagement with the state, and accountability. Each goal has a number of related objectives, strategies and accountability measures developed for Board and university-wide monitoring over a multi-year period. Companion documents include an implementation tool with metrics and the schedule for monitoring by the Board, as well as a dashboard reflecting progress.

The university's efforts will not be limited to these priorities, as we expect to be able to measure progress in other areas given the interrelatedness of the objectives, other priorities of the Board and the President, and the ongoing strategic planning efforts of the four campuses. Campus plans are consistent with this framework and operate within its broader goals. Each campus has established a set of quality indicators that provide a means to evaluate achievement and momentum related to its principal objectives.

1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.
 - a. The university will strive to increase affordability and ensure qualified students are not denied access based on economic circumstances.
 - i. Secure state funding sufficient to support access to high quality programs.*
 - ii. Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.*
 - iii. Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).*
 - b. Increase the percentage of Nebraska high school graduates (the state “college-going rate”) who enroll at and graduate from the university.
 - i. Increase enrollment, consistent with quality imperatives, to serve Nebraska’s goals for increased educational attainment.*
 - ii. Increase each campus’s undergraduate freshman-to-sophomore retention rate each year, with a goal of exceeding the average of its peer institutions.*
 - iii. Increase each campus’s undergraduate six-year graduation rate, with a goal of exceeding the average of its peer institutions.*
 - c. Increase the diversity of those who enroll at and graduate from the university, employing measures permitted by state and federal law.
 - i. Engage in partnerships with other higher education institutions, K-12, and the private sector to increase diversity of students who seek a post-secondary education, employing measures permitted by state and federal law.*
 - d. Expand lifelong educational opportunities, including those for non-traditional and transfer students.
 - e. Promote adequate student preparation for success in higher education.
 - i. Engage in pilot programs with Nebraska high schools for development of high school academies in partnership with the university.*
 - ii. Provide timely and usable information to middle school students, parents, teachers and school administrators.*

- f. Promote ease of transfer to the university from other higher education institutions.
 - i. *Improve programs for transfer from community colleges, state colleges and other higher education institutions.*
 - g. Expand distance education programs, taking advantage of university-wide marketing and efficiencies and campus role and mission, strengths and entrepreneurship.
 - i. *The University will offer a variety of its academic programs by distance education through Online Worldwide in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus.*
2. The University of Nebraska will build and sustain undergraduate, graduate and professional programs of high quality with an emphasis on excellent teaching.
- a. Recruit and retain exceptional faculty and staff, with special emphasis on building and sustaining diversity.
 - i. *To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.*
 - ii. *Develop and maintain programs to enhance work/life conditions of faculty and staff, including overall campus climate.*
 - iii. *Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.*
 - iv. *Increase support for professorships and named/distinguished chairs.*
 - b. Pursue excellence through focus on targeted programs in areas of importance to Nebraska where the university can be a regional, national and/or international leader (e.g. agriculture and natural resources, life sciences, information technology and architectural engineering).
 - i. *Programs of Excellence funding shall be increased when practicable and results of allocations shall be periodically reviewed for impact.*
 - ii. *Resource allocation shall take advantage of distinct campus roles and missions to achieve overall university goals.*
 - iii. *Campuses are encouraged to collaborate to achieve overall university goals.*
 - c. Provide opportunities for global engagement of faculty through international teaching, research and outreach exchanges, fellowships and collaborations.
 - i. *Increase faculty participation in Fulbright and related programs.*

3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.
 - a. Work to stem and reverse the out-migration of graduates and knowledge workers.
 - b. Increase proportion of the most talented Nebraska high school students who attend the University of Nebraska.
 - i. *Increase enrollment of Nebraska students ranked in top 25% of their high school class.*
 - ii. *Increase support for merit-based scholarships.*
 - c. To attract talent to the state, increase the number of nonresident students who enroll at the university.
 - i. *Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.*
 - d. To adequately prepare students for the global economy, significantly increase opportunities for international study and engagement.
 - i. *Significantly increase the number of undergraduates studying abroad, with the goal of ultimately providing the opportunity for every undergraduate to study abroad.*
 - ii. *Significantly increase the number of international undergraduates and graduates studying at the university.*
 - e. Encourage and facilitate the commercialization of research and technology to benefit Nebraska.
 - f. Develop and strengthen internship and service learning opportunities with business, education, government, military, and nonprofit organizations.
 - g. Engage in partnerships with government and the private sector to develop regional economic strength.
 - h. Pursue excellence in educational attainment aligned with the long-term interests of the state.
 - i. *Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas.*
 - ii. *Develop educational programs that prepare students for the flexibility required to respond to the uncertainty of future workforce demands.*

iii. *Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands.*

4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.

a. Increase external support for research and scholarly activity.

i. *Increase federal support for instruction, research and development, and public service.*

ii. *Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.*

b. Increase undergraduate and graduate student participation in research and its application.

c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.

d. Improve the quantity and quality of research space through public and private support.

e. Focus resources on areas of strength in research where the university has the opportunity for regional, national and international leadership and in areas of strategic importance to the health and economic strength of Nebraska (e.g. agriculture and life sciences; natural resources, especially water; prevention and cure of diseases such as cancer; and early childhood education).

i. *Invest resources through the Nebraska Research Initiative, Programs of Excellence and other sources to build capacity and excellence in research.*

5. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.

a. Support economic growth, health and quality of life through policy initiatives consistent with university mission.

b. Recognize and reward faculty innovation and effectiveness in outreach and engagement.

- c. Support Nebraska's economic development.
 - i. Partner and collaborate with government and the private sector to attract, retain, and spur business development and economic opportunity.*
 - ii. Use university research and other resources to foster more effective relationships with the private sector.*
 - d. Support entrepreneurship education, training and outreach.
 - e. Collaborate with the public and private sectors to build successful regional, multistate, international linkages.
 - f. Use university resources to engage Nebraskans outside cities where our major campuses are located.
 - i. Effectively use the Nebraska Rural Initiative and other university-wide and campus programs to develop excellence in supporting community development while creating quality economic opportunities throughout rural Nebraska.*
 - ii. Effectively use regional research and extension operations and statewide extension for engagement with the university.*
6. The University of Nebraska will be cost effective and accountable to the citizens of the state.
- a. Support the development of a sustainable university environment.
 - i. Build a comprehensive long-range capital facilities planning process and provide a six-year capital construction plan, updated quarterly.*
 - ii. Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*
 - iii. Campuses shall pursue energy efficiency.*
 - iv. Campuses shall promote through policies and scheduling effective utilization of university facilities.*
 - b. Maintain a safe environment for students, faculty, staff and visitors.
 - i. Develop and regularly monitor fire safety plans and procedures.*
 - ii. Collaborate with state and local government in disaster planning.*
 - iii. Develop and test campus plans for emergencies and disasters.*

- c. Allocate resources in an efficient and effective manner.
 - i. *Use best practices in procurement and construction and other business engagement.*
 - ii. *Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative and business process efficiencies and effectiveness.*
 - iii. *Develop and report on matrix of business health indicators, including university debt.*
- d. Maximize and leverage non-state support.
 - i. *Promote entrepreneurship and revenue-generating opportunities.*
 - ii. *Collaborate with the University of Nebraska Foundation to secure private support for university priorities.*
- e. Create and report performance and accountability measures.
- f. Maximize potential of information technology to support the university's activities.
- g. Provide accurate and transparent information to the public about college costs and student learning and success outcomes.
 - i. *Participate in the Student Achievement Measure (SAM) program.*
 - ii. *Participate in the National Survey of Student Engagement.*
 - iii. *Monitor student achievements on licensing and professional examinations.*
 - iv. *Participate and measure effectiveness of national pilot projects on learning assessment with the goal of adopting university measurements.*
- h. Implement awareness and education programs to assist all students in management of personal financial matters.

TO: The Board of Regents
Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: University of Nebraska Strategic Framework Accountability Measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic accountability measures.

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: July 19, 2017

INVESTING IN NEBRASKA’S FUTURE

Strategic Planning Framework 2014-2016 Accountability Measures

1. State Funding (1-a-i)

Secure state funding sufficient to support access to high quality programs.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2016-17	Maintain the State’s proposed funding increase of 3.4% and manage the cost effectiveness of the University so that tuition increases are kept at a moderate and predictable 2.5% rate of increase.	May 2016	Business
FY 2017-18	To be developed as part of the 2017-19 biennial budget request planning process.	June 2017	Business
FY 2018-19	To be developed as part of the 2017-19 biennial budget request planning process.	May 2018	Business

2. Tuition (1-a-ii)

Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2016-17	Maintain the State’s proposed funding increase of 3.4% and manage the cost effectiveness of the University so that tuition increases are kept at a moderate and predictable 2.5% rate of increase.	May 2016	Business
FY 2017-18	To be developed as part of the 2017-19 biennial budget request planning process.	June 2017	Business
FY 2018-19	To be developed as part of the 2017-19 biennial budget request planning process.	May 2018	Business

3. Need-based Financial Aid (1-a-iii)

Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2014-15	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2016 March 2016	Academic
FY 2015-16	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2017	Academic
FY 2016-17	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2018	Academic

Reporting date moved from September to January beginning in 2016 due to availability of data.

January 2016 report moved to March 2016 at the request of the President and Provost.

4. Enrollment (1-b-i)

Increase enrollment, consistent with quality imperatives, to serve Nebraska's goals for increased educational attainment.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2016	<ul style="list-style-type: none"> • UNL increase enrollment 4.6% • UNO increase enrollment 4.0% • UNK & UNMC increase enrollment over previous year 	Nov. 2016	Academic
Fall 2017	<ul style="list-style-type: none"> • UNL increase enrollment 3.0% • UNO increase enrollment 4.0% • UNK & UNMC increase enrollment over previous year 	Oct. 2017	Academic
Fall 2018	<ul style="list-style-type: none"> • UNL increase enrollment 2.9% • UNO increase enrollment 4.5% • UNK & UNMC increase enrollment over previous year 	Nov. 2018	

Oct. 2015 – Metrics referred to the Academic Affairs committee for further discussion.

5. Graduation Rates (1-b-iii)

Increase each campus's undergraduate six-year graduation rate, with a goal of exceeding the average of its peer institutions.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2013-14 Academic Year	<ol style="list-style-type: none"> 1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee. 	Jan. 2016 March 2016	Academic
2014-15 Academic Year	<ol style="list-style-type: none"> 1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee. 	Jan. 2017	Academic
2015-16 Academic Year	<ol style="list-style-type: none"> 1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee. 	Jan. 2018	Academic

January 2016 report moved to March 2016 at the request of the President and Provost.

6. Faculty Merit Compensation (2-a-i)

To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2015-16	<ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance. 	May 2016	Business
FY 2016-17	<ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance. 	June 2017	Business
FY 2017-18	<ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance. 	May 2018	Business

7. Faculty Diversity (2-a-iii)

Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2014	<ol style="list-style-type: none"> 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. 	Jan. 2016	Academic
Fall 2015	<ol style="list-style-type: none"> 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. 	Jan. 2017	Academic
Fall 2016	<ol style="list-style-type: none"> 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. 	Jan. 2018	Academic

8. Nebraska Top 25% (3-b-i)

Increase enrollment of Nebraska students ranked in top 25% of their high school class.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2016	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater.	Nov. 2016	Academic
Fall 2017	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater.	Oct. 2017	Academic
Fall 2018	Main enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater.	Nov. 2018	Academic

9. Merit-based Scholarships (3-b-ii)

Increase support for merit-based scholarships.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2014-15	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2016 March 2016	Academic
FY 2015-16	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2017	Academic
FY 2016-17	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2018	Academic

Reporting date moved from September to January beginning in 2016 due to availability of data.

January 2016 report moved to March 2016 at the request of the President and Provost.

10. Nonresident Student Enrollment (3-c-i)

Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2016	Increase the number of domestic nonresident undergraduate students by 1.5% percent annually.	Nov. 2016	Academic
Fall 2017	Increase the number of domestic nonresident undergraduate students by 1.5% percent annually.	Oct. 2017	Academic
Fall 2018	Increase the number of domestic nonresident undergraduate students by 1.5% percent annually.	Nov. 2018	Academic

11. Workforce Development (3-h-i and 3-h-iii)

Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas. (3-h-i) Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands. (3-h-iii)

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2015	Address program alignment revisions to meet workforce needs based on Fall 2011 data.	March 2016	Academic
Fall 2016	Address program alignment revisions to meet workforce needs based on Fall 2011 data.	April 2017	Academic
Fall 2017	TBD	March 2018	Academic

12. Research (4-a-i)

Increase federal support for instruction, research and development, and public service.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2014-15	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2016	Academic
FY 2015-16	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	April 2017	Academic
FY 2016-17	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2018	Academic

13. Entrepreneurship (5-d)

Support entrepreneurship education, training and outreach.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2015	Increase over FY 2014 baseline numbers and evaluate and modify annual targets as appropriate 1) Entrepreneurship education a) Entrepreneurship student credit hours – 6,811 b) Number of entrepreneurship students – 2,292 2) Entrepreneurship outreach a) Attendees at seminars provided – 16,486 b) Website visits – 205,266 3) Business creation a) NU-affiliated companies formed – 11 b) NU licensing activity i) Patents disclosed – 164 ii) Patents filed – 200 iii) Patents awarded - 38 4) Business support a) Clients served – 9,542 b) Average investment - \$45,000 c) Average sales increase - \$64,000 d) Total jobs created – 951 e) Total jobs saved – 295	March 2016	Academic
2016	Increase over previous year. Evaluate and modify annual targets as appropriate.	April 2017	Academic
2017	Increase over previous year. Evaluate and modify annual targets as appropriate.	March 2018	Academic

14. LB 605 (6-a-ii)

Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.

A capstone report on LB 605 was presented to the Board of Regents in January 2011.

15. Business Process Efficiencies (6-c-ii)

Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative and business process efficiencies and effectiveness.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2015 Calendar Year	<ol style="list-style-type: none"> 1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries 	<ol style="list-style-type: none"> 1) June 2016 2) January 2016 December 2015 3) January 2016 December 2015 4) Quarterly 5) May 2016 	Business
2016 Calendar Year	<ol style="list-style-type: none"> 1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries 	<ol style="list-style-type: none"> 1) June 2017 2) January 2017 3) January 2017 4) Quarterly 5) June 2017 	Business
2017 Calendar Year	<ol style="list-style-type: none"> 1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries 	<ol style="list-style-type: none"> 1) June 2018 2) January 2018 3) January 2018 4) Quarterly 5) May 2018 	Business

In September 2014 and August 2015, it was stated that the short-term investment item will be considered for sunsetting after a discussion with the Business Affairs Committee.

16. Student Learning Assessment (6-g)

Provide accurate and transparent information to the public about college costs and student learning and success outcomes.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2015	<ol style="list-style-type: none"> 1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	July 2016	Academic
Fall 2016	<ol style="list-style-type: none"> 1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	August 2017	Academic
Fall 2017	<ol style="list-style-type: none"> 1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	July 2018	Academic

17. Global Engagement - Study Abroad (3-d-i)

Significantly increase the number of undergraduates studying abroad, with the goal of ultimately providing the opportunity for every undergraduate to study abroad.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2014-15	By 2019-20, the University shall increase the number of students who have studied abroad by 50%. Using the 2011-12 academic year as a baseline, when 1,187 students participated in study abroad, the number of students studying abroad by 2019-20 will increase to 1,780.	July 2016	Academic
Academic Year 2015-16	By 2019-20, the number of students who have studies abroad will reach 1,780, an increase of 50% over the number in 2011-12.	August 2017	Academic
Academic Year 2016-17	By 2019-20, the number of students who have studies abroad will reach 1,780, an increase of 50% over the number in 2011-12.	July 2018	Academic

Metric was revised in January 2015 by the Academic Affairs committee with the consent of the incoming chair.

18. Global Engagement – International Student Enrollment (3-d-ii)

Significantly increase the number of international undergraduates and graduates studying at the university.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2016	By 2020-21, the University shall increase the number of international students enrolled to 6,036. Using the base academic year 2010-11 when 3,018 international students were enrolled, the University will achieve slightly more than 7% growth compounded each year to reach the goal.	Nov. 2016	Academic
Fall 2017	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Oct. 2017	Academic
Fall 2018	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Nov. 2018	Academic

Base academic year in the metric was corrected from 2009-10 to 2010-11 in November 2013; the number of students was unchanged.

19. Distance Education (1-g-i)

The University will offer a variety of its academic programs by distance education through Online Worldwide in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2015-16	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Nov. 2016	Academic
Academic Year 2016-17	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Oct. 2017	Academic
Academic Year 2017-18	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Nov. 2018	Academic

Annual reporting moved from July to October/November beginning in 2015.

Oct. 2015 - New metric approved by the Academic Affairs committee, but not yet endorsed by the full Board of Regents.

TO: The Board of Regents
Academic Affairs


MEETING DATE: August 11, 2017

SUBJECT: University of Nebraska Calendar of establishing and reporting
accountability measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is a calendar of establishing and reporting accountability
measures.

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: July 19, 2017

Strategic Framework Accountability Measure Reporting and Updating Calendar

Revised for August 11, 2017 meeting

<u>Board Meeting Date</u>	<u>Academic Affairs Committee</u>	<u>Business Affairs Committee</u>
August 11, 2017	Study Abroad [3-d-i] Student Learning Assessment [6-g]	None
September 22, 2017	UNO campus visit with discussion of campus strategic plan and performance indicators	
October 5, 2017	Enrollment [1-b-i] Nebraska's Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i] International Student Enrollment [3-d-ii] Distance Education [1-g-i]	Administrative/Business Efficiencies <i>(Capital Queue)</i>
December 5, 2017	None	None
January 26, 2018	Need-based Financial Aid [1-a-iii] Graduation Rates [1-b-iii] Faculty Diversity [2-a-iii] Merit-based Scholarships [3-b-ii]	Administrative/Business Efficiencies <i>(Endowments, Debt Management, Capital Queue)</i>

TO: The Board of Regents
Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: University of Nebraska Strategic Dashboard Indicators

RECOMMENDED ACTION: For Information Only

















PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic Framework Indicators.

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: July 19, 2017

University of Nebraska Strategic Dashboard Indicators (Updated as of August 1, 2017)

State Funding Change (1.a.i) FY2017-18		Tuition Change (1.a.ii) FY 2017-18		Enrollment Change (1.b.i) Fall 2016		Retention (1.b.i) Fall 2014		Need-Based Aid (1.a.iii) FY2015-16	
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome
	State funding and cost mgmt.= moderate and predictable tuition -2.2%		State funding and cost mgmt.= moderate and predictable tuition 5.4% 2017-18 3.2% 2018-19		UNL= 4.6% increase UNO= 4.0% increase UNK= increase UNMC= increase		80% retention rate 81.7%		Raise at least \$9 million in private funds Raised \$12.1 million
Women Faculty (2.a.iii) Fall 2014		Minority Faculty (2.a.iii) Fall 2014		Top 25% Enrollment (3.b.i) Fall 2016		Nonresident Students (3.c.i) Fall 2016		Merit-Based Aid (3.b.ii) FY2015-16	
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome
	Increase over 2013 2014=35.00% 2013=35.03%		Increase over 2013 2014=19.06% 2013=18.52%		Increase to 50% 50.2%		Increase 1.5% over 2015 +5.4%		Raise at least \$9 million in private funds Raised \$39.0 million
Study Abroad (3.d.i) AY2014-15		International Students (3.d.ii) Fall 2016		Distance Education (3.g.i) AY2015-16		Six-Year Graduation Rate (1.b.iii) AY2014-15			
Target	Outcome	Target	Outcome	Target	Outcome	Campus	Target	Outcome	Outcome
	50% increase over 2011-12 number by 2019-20 5% increase over prior year		Double base of 3,018 students by 2019-20 4.7% increase over prior year		Resident and nonresident growth above public four-year national average Resident =+22.8% Nonresident =17.3%		UNL	Maintain or show progress toward reaching the average six-year graduation rate of peers	2015= -6.1% 2014= -5.5%
							UNO		2015= +3.0% 2014= +1.5%
							UNK		2015= +4.1% 2014= +4.9%
							UNMC	Not applicable	Not Applicable

LEGEND:



Target Met or Exceeded









Progress Toward Target



Target Not Met

University of Nebraska Strategic Dashboard Indicators (Updated as of August 1, 2017)

Federal Research Funding Growth (4.a.i) UNL and UNMC FY2015-16						Faculty Salaries (2.a.i) FY2016-17			
	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>
	UNL	3.4%	-1.92%		UNMC	0.99%		UNL	2017= -5.2% 2016= -4.2%
							UNMC	Significant progress toward exceeding midpoint of peers	2017= -5.7% 2016= -6.1%
							UNO		*
							UNK		*

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	Four-Year Graduation Guarantee (1.b.iii) AY2014-15	All prospective and current undergraduate students are informed about the University's four-year graduation guarantee.	All campuses have posted information about the four-year graduation guarantee on their websites and also have a link to four-year graduation guarantee information on the UNCA website.
	Faculty Salaries (2.a.1) Fall 2017	Award all salary increases, to the extent possible, on the basis of merit.	Faculty salaries at UNL and UNMC may be based/granted entirely on merit, while faculty salaries at UNO and UNK are negotiated through the collective bargaining process and therefore the amount and method of distribution at UNO and UNK must be determined by agreement.
	Entrepreneurship (5.d) 2015-16	Increase over FY 2014 baseline data for: 1) Entrepreneurship coursework hours 2) Entrepreneurship number of students 3) Entrepreneurship seminar attendees 4) Entrepreneurship website visits 5) NU-affiliated companies formed 6) NU Licensing activity 7) Business support-clients served 8) Business support-client investments 9) Business support-sales increases 10) Business support-jobs created 11) Business support-jobs saved	1) 2015=8,441; 2016=10,943 2) 2015=2,791; 2016=3,692 3) 2015=12,313; 2016=11,642 4) 2015=152,485; 2016=189,723 5) 2015=26; 2016=31 6) 2015=206; 2016=178 (patents filed), 2015=43; 2016=60 (patents awarded) 7) 2015=8,837, 2016=8,756 8) 2015=\$200,079; 2016=\$343,578 9) 2015=\$85,843; 2016=\$458,142 10) 2015=451; 2016=994 11) 2015=1,173; 2016=644

LEGEND:



Target Met or Exceeded









Progress Toward Target



Target Not Met

University of Nebraska Strategic Dashboard Indicators (Updated as of August 1, 2017)

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	Workforce Development (3.h.i and 3.h.iii) Fall 2015	Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs.	Faculty and state agency research has been reviewed. The University of Nebraska continues to monitor relevant faculty and agency research to identify emerging workforce opportunities and trends in the state.
	Student Learning Assessment (6.g) Fall 2015	<ol style="list-style-type: none"> 1. Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	<p>UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is above average for all campuses.</p> <p>Campuses are taking a variety of approaches to participation in pilot programs designed to measure learning outcomes, including exploring processes for assessing general studies requirements and past participation in the administration of the College Assessment of Academic Proficiency (CAAP).</p>
	Business Process Efficiencies (6.c.ii)		
	Short Term Cash Investments January 2017	Exceed average of similar fund types.	The 2015 return on the State's Operating Investment Pool (1.5%) exceeded the benchmark value of 1.3%.
	Endowments December 2015	Exceed average of similar fund types.	Fund N endowments gained 0.8% for the year ending June 30, 2015, while similar funds gained an average of 2.1% over the same period.
	Debt December 2015	Maintain Aa2 rating and exceed 1.15 coverage.	Bond rating maintained at Aa1 and exceeded 1.15 coverage.
	Human Resources June 2017	Meet midpoint of peers in faculty and staff salaries.	Faculty salaries at UNL and UNMC are below the midpoint of peers for 2017*.

Notes:

*UNO and UNK salaries are governed by collective bargaining.

LEGEND:



TO: The Board of Regents
Academic Affairs

MEETING DATE: August 11, 2017


SUBJECT: Board of Regents agenda items related to the University of Nebraska Strategic Framework

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: The current version of the framework appears as an information item at each Board of Regents meeting.

April 2005 – The Board of Regents began development of the University of Nebraska “Strategic Framework – Accountability Measures” document.

EXPLANATION: Attached is an explanation of the agenda items that are aligned with the strategic goals of the Board of Regents’ Strategic Framework.

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: August 1, 2017

Alignment of University's Strategic Goals with Board of Regents Agenda Items
August 11, 2017

- 1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate, and professional education.**
 - Approve designation of a bequest from the Estate of Astrid K. Bernard as a quasi-endowment to create the Philip G. Bernard Scholarship Fund for electrical engineering scholarships at UNL
 - Approve request to create the Bachelor of Science in Cyber Security Operations in the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at UNK
 - Approve request to create the Masters in Genetic Counseling degree in the College of Allied Health Professions at UNMC
 - Strategic Framework Report on Assessing Student Learning Outcomes: Licensure Results

- 2. The University of Nebraska will build and sustain undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching.**
 - Approve request to create the Bachelor of Science in Cyber Security Operations in the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at UNK
 - Approve request to create the Masters in Genetic Counseling degree in the College of Allied Health Professions at UNMC
 - Approve the Program Statement for the addition to the Biomechanics Research Building at UNO
 - Report on renaming the Bachelor of Science degree in Speech Language Pathology and Audiology to Communication Sciences and Disorders in the Department of Special Education and Communication Disorders in the College of Education and Human Sciences at UNL
 - Expedited Approval of the Public History Graduate Certificate in the Department of History in the College of Natural Sciences and Social Sciences at UNK
 - Renaming the Department of Health Promotion, Social and Behavioral Health to the Department of Health Promotion within the College of Public Health at UNMC
 - Strategic Framework report on Global Engagement – Study Abroad
 - Strategic Framework Report on Assessing Student Learning Outcomes: Licensure Results

- 3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector, and other educational institutions.**
 - Approve request to create the Bachelor of Science in Cyber Security Operations in the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at UNK
 - Strategic Framework Report on Assessing Student Learning Outcomes: Licensure Results

- 4. The University of Nebraska will pursue excellence and regional, national, and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.**
 - Academic Affairs committee Nebraska Research Initiative Investments and Impacts presentation
 - Approve the Program Statement for the addition to the Biomechanics Research Building at UNO
 - Strategic Framework report on Global Engagement – Study Abroad

- 5. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.**
 - Academic Affairs committee Nebraska Research Initiative Investments and Impacts presentation

- 6. The University of Nebraska will be cost effective and accountable to the citizens of the state.**
- Approve the dedication of the tower named “Search” to Dr. Ken Cowan at UNMC
 - Approve designation of a bequest from the Estate of Astrid K. Bernard as a quasi-endowment to create the Philip G. Bernard Scholarship Fund for electrical engineering scholarships at UNL
 - Authorize the President to approve and execute a contract for the purchase of Concur software
 - Approve Resolution relating to the LB957 Projects which (1) approves the issuance of not to exceed \$200,000 principal amount of Facilities Bonds, in one or more Series (LB957 Bonds) by the University of Nebraska Facilities Corporation pursuant to, in each case, a Bond Resolution; (2) authorizes the execution and delivery of a Financing Agreement, a Continuing Disclosure Undertaking, a Tax Compliance Agreement, an Amended and Restated Depository and Disposition Agreement, an Inducement Letter, and a Preliminary Official Statement, in connection with such Bonds (3) authorizes the sale of such Bonds at a negotiated sale pursuant to a Bond Purchase Agreement and authorizes the Senior Vice President for Business and Finance | CFO to determine interest rates (not to exceed a true interest cost of 3%), principal amounts, principal maturities and redemption provisions of such Bonds, and (4) approving the preparation and use of a Final Official Statement. The Resolution permits, however, the President to approve increasing the maximum permitted true interest cost by up to .5% and corresponding principal amount, if market and related conditions require
 - Approve entering into a three-year enterprise agreement for hardware maintenance and software subscriptions for Palo Alto security appliances
 - Approve replacement of the existing sanitary sewer and portions of storm sewers serving portions of the UNK main campus
 - Approve naming the new College of Business building at UNL the “Howard L. Hawks Hall” in honor of Howard Hawks
 - Approve an eleven-year agreement with adidas America, Inc. for an exclusive sponsorship of the intercollegiate athletic programs of UNL
 - Approve the Program Statement for the Gymnastics Training Facility at UNL
 - Approve a five-year contract extension with Paciolan Systems, Inc. for ticketing software
 - Approve an Amended and Restated Agreement for Lease and Operation of the UNL Bookstore
 - Approve the project budget for infrastructure renovation of the Loop Road at UNL
 - Approve the selection of RDG Planning & Design with The Clark Enersen Partners to provide design consultant services for the Williams Science Hall renovation at UNMC
 - Approve the Amended Academic Affiliation Agreement with Nebraska Medicine
 - Approve the Program Statement for the renovation of Wittson Hall at UNMC
 - Approve the Program Statement for the addition to the Biomechanics Research Building at UNO
 - Report on naming of an Apartment Complex at UNK “Village Flats”
 - Report on UNMC Housing Bonds
 - Report on Bids and Contracts
 - Report on contract with Arthur J. Gallagher & Co.

TO: The Board of Regents Addendum IX-D-1

Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: Renaming the Bachelor of Science (BS) degree in Speech Language Pathology and Audiology to Communication Sciences and Disorders in the Department of Special Education and Communication Disorders in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: August 6, 2015 – The Board approved the elimination of the Speech Language Pathology and Audiology major in the College of Arts and Sciences at UNL; the major remained available from the UNL College of Education and Human Sciences

The Bachelor of Science degree in Speech Language Pathology and Audiology was established prior to modern records of Board approvals.

EXPLANATION: A bachelor's degree is not sufficient to practice as a speech language pathologist or audiologist. Students must earn a master's degree in speech language pathology or doctorate of audiology to earn credentials to be a licensed for practitioner. Removing the terms "Speech Language Pathology" and the term "Audiology" from the undergraduate degree will help avoid confusion.

The proposed degree name change to Communication Sciences and Disorders will encompass the three emphasis areas (audiology, speech language pathology, research) that will directly align with students' career goals and future graduate programs. Communication Sciences and Disorders is used nationally as an undergraduate major and is recognized nationally and internationally for fields that focus on communication sciences and disorders involving speech and hearing.

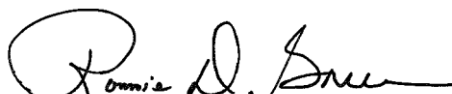
This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)


SOURCE OF FUNDS: Not applicable

SPONSOR: Donde L. Plowman
Executive Vice Chancellor and Chief Academic Officer

APPROVED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Hank M. Bounds, President
University of Nebraska

DATE: July 21, 2017

TO: The Board of Regents Addendum IX-D-2
Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: Expedited Approval of the Public History Graduate Certificate in the Department of History in the College of Natural and Social Sciences at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: June 7, 2003 – Expedited approval of the graduate certificate program in History at UNK was approved by NU President Smith and reported to the Board.

July 15, 2000 – The Board of Regents delegated to the President authority to give expedited approval to certain graduate certificates that were based on existing graduate courses. Such an arrangement allows the University to respond in a timely fashion to the needs and demands of our students and Nebraska businesses.

November 3, 1995 – The Board approved the Master of Arts (MA) degree in History at UNK.

EXPLANATION: UNK is responding to an expanding need for public historians by proposing a 15-credit hour online graduate certificate. Current UNK graduate students and graduate alumni have expressed interest in public history courses.

This certificate will be attractive to those working in museums, archives, government agencies, and those with a general interest in learning about the ways public and digital historians work in the public arena. UNK will pay particular attention to recruiting museum directors working in rural Nebraska and Great Plains counties who oftentimes have no formal training in public history or in operating public history facilities. UNK also expects that many current students in a nationally-offered online MA program will add on the Public History certificate to their programs and many former students will enroll in order to enhance their résumés.

This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.

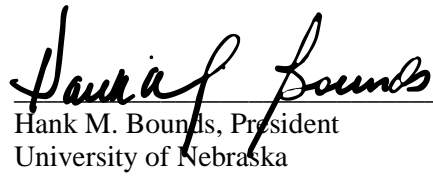
PROGRAM COST: \$0 (There is existing capacity within the MA in History program; no new faculty, staff, or additional expense will be required.)

SOURCE OF FUNDS: Not applicable.

SPONSOR:

Susan M. Fritz
Executive Vice President and Provost
Dean of the Graduate College

APPROVED:



Hank M. Bounds, President
University of Nebraska

DATE:

July 21, 2017

TO: The Board of Regents Addendum IX-D-3

Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: Renaming the Department of Health Promotion, Social and Behavioral Health to the Department of Health Promotion within the College of Public Health at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: November 8, 2007 – The Board approved five departments in the UNMC College of Public Health: (1) Biostatistics, (2) Environmental, Agricultural and Occupational Health, (3) Epidemiology, (4) Health Services Research and Administration, and (5) Health Promotion, Social and Behavioral Health.

EXPLANATION: The proposed name better reflects the existing departmental expertise and programs and better aligns with its mission to “promote and sustain health for all groups by integrating community-engaged public health research, exceptional training of public health leaders, and evidence-based outreach.”

This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.


PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: H. Dele Davies
Vice Chancellor for Academic Affairs

APPROVED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Hank M. Bourds, President
University of Nebraska

DATE: July 21, 2017

TO: The Board of Regents
Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: Strategic Framework Report on Global Engagement-Study Abroad

RECOMMENDED ACTION: Report


PREVIOUS ACTION: July 22, 2016 – The Global Engagement-Study Abroad report was presented to the Board of Regents.

EXPLANATION: Attached is the Strategic Framework report on Global Engagement –Study Abroad (Strategic Framework Item 3.d.i). The standard reporting format and definitions utilized by the Institute of International Education (IIE) were used to compile the attached report as the IIE methodology provides an accurate and consistent means of reporting student study abroad data.

The current metric requires a 50% increase over the 2011-12 number of students studying abroad by 2019-20; 1,187 students studied abroad in 2011-12. In 2015-16, 1,496 students studied abroad, an increase of 7.5 percent over the previous year (1,392 in 2014-15). Overall growth in the number of students studying abroad is on target to surpass the 2019-20 metric goal.

In 2015-16, each campus received \$25,000 in scholarship funds for students who studied abroad. In 2017-18, each campus will receive a different amount in education abroad scholarship funds (based on a percentage of overall campus enrollments) to enable more students to participate in a credit-bearing study abroad program. The total amount of education abroad scholarships in 2017-18 is \$100,000.

SPONSOR: Steven T. Duke
Assistant Vice President for Global Strategy and International Initiatives

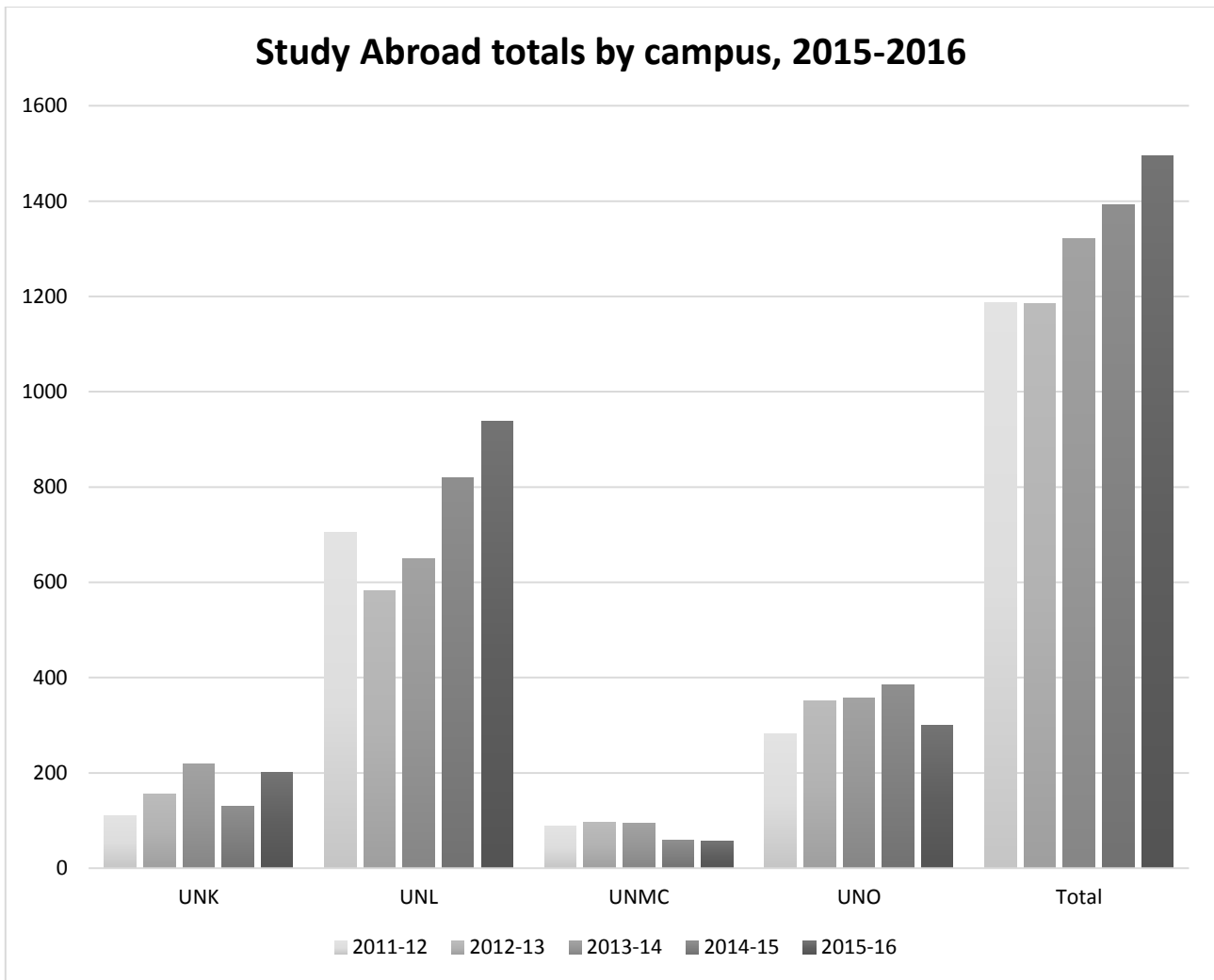
APPROVED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: July 21, 2017

Strategic Framework 3-d-i
Global Engagement – Study
Abroad

Accountability Measure:

- 1) By 2019-20, the number of students studying abroad will reach 1,780, an increase of 50% over the number in 2011-12.



	UNK	UNL	UNMC	UNO	Total
2011-2012	111	705	89	282	1187
2012-2013	156	582	96	352	1186
2013-2014	219	650	95	357	1321
2014-2015	129	819	59	385	1392
2015-2016	201	939	57	299	1496

TO: The Board of Regents
Academic Affairs

MEETING DATE: August 11, 2017

SUBJECT: Assessing Student Learning Outcomes: Licensure Results

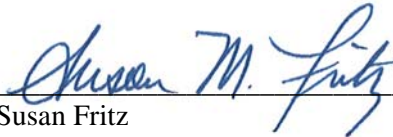
RECOMMENDED ACTION: Report

PREVIOUS ACTION: July 22, 2016 – The Assessing Student Learning Outcomes: Licensure Results report was provided to the Board

EXPLANATION: The licensure results are provided as part of the Strategic Framework Goal 6-g.

We report on licensure examinations that allow national comparisons. The latest results follow recent trends and again were exemplary. (See attached table on the following page.)

SPONSOR: Kristin E. Yates
Assistant Vice President and Director of Institutional Research

APPROVED: 
Susan Fritz
Executive Vice President and Provost

DATE: July 21, 2017

Strategic Framework 6.g.iii

Student Learning and Success Outcomes

Accountability Measure:

Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys.

UNMC Licensure Exam Pass Rates				
Exam		2016	2015	2014
MD Step 1	UNMC	94%	96%	93%
	National	96%	96%	96%
MD Step 2	UNMC	99%	95%	99%
	National	96%	95%	97%
Nursing	UNMC	93%	89%	87%
	National	85%	86%	83%
Pharmacy	UNMC	95%	98%	97%
	National	88%	96%	96%
Physical Therapy	UNMC	96%	93%	100%
	National	94%	92%	90%

UNMC Dental Licensure Exam Pass Rates			
Exam	2016	2015	2014
DDS Step 1	100%	100%	100%
DDS Step 2	100%	100%	100%
Dental Hygiene	100%	100%	100%

Last recorded national pass rate for Dentistry was in 2011.

UNL Bar Examination Pass Rates		
Year	UNL	National
2014	90%	74%
2015	90%	70%
2016	94%	69%

The continued reporting of this accountability measure is recommended.

TO: The Board of Regents Addendum IX-D-6

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Naming of an Apartment Complex at the University of Nebraska at Kearney "Village Flats"

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Kristensen have approved the naming of UNK's new apartment complex. After consultation with campus constituencies, the name of Village Flats has been selected. Village Flats is the first building constructed at the University Village development and will be open to residents in fall 2018.

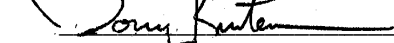
Regents Policies require that generic namings be approved by the Chancellor and President and reported to the Board of Regents.

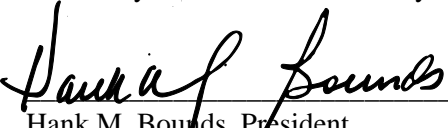
PROJECT COST: None

ON-GOING FISCAL IMPACT: None

SOURCE OF FUNDS: None

SPONSOR: Jon C. Watts
Vice Chancellor for Business & Finance

APPROVED: 
Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney


Hank M. Bounds, President
University of Nebraska

DATE: June 23, 2017

TO: The Board of Regents Addendum IX-D-7

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Call of UNMC Housing Bonds, Series 2003

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None.

EXPLANATION: In 2003, the University of Nebraska Medical Center issued revenue bonds under the Master Trust Indenture to build student housing on the east edge of campus.

These bonds had an outstanding balance of about \$3.9 million (at May 31, 2017) and have been a strong candidate for refunding, but the relatively small size of the issue prevented a stand-alone refinancing from being practicable.

Versus a refinancing, UNMC leadership elected to pay the bonds off early in total. The action saved approximately \$430,000, was presented to President Bouds and was approved. Accordingly, the bonds were paid off prior to June 30.

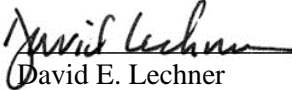
Board policy does not require an approval or report of payoffs as the extinguishment satisfies all outstanding obligations to the bondholders of that issue. Therefore, this report is offered to provide transparency should Regents receive questions about this action.

The transaction was discussed with the Business Affairs Committee.

PROJECT COST: None.

SOURCE OF FUNDS: N/A

SPONSOR: Deborah L. Thomas
Vice Chancellor for Business & Finance
University of Nebraska Medical Center

RECOMMENDED: 
David E. Lechner
Vice President for Business and Finance | CFO

DATE: June 23, 2017

TO: The Board of Regents Addendum IX-D-8

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Report of Bids and Contracts

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended June 30, 2017.

The report outlines the following: type of action; campus; description and use of the product, service, or project; funding source; approved budget amount; contract amount; contractor or vendor; and a bid review or bid explanation if the low responsible bid was not accepted.

SPONSOR: David E. Lechner
Senior Vice President | CFO

DATE: July 18, 2017

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction Contract	UNK	Replacement of Football Field Turf at Cope Stadium	Private Donations, Reimbursement Grant, Facilities Reserve	\$464,191	\$464,191	Resilo-Flex, Inc d/b/a Midwest Field Turf	Low Responsible Bid
Personal Property	UNL	Computer equipment for Holland Computing Center - PKI	Cash Funds and Revolving Funds	\$308,000	\$308,000	AdvancedHPC, Inc.	Low Responsible Bid
Personal Property	UNL	College of Business – New building technology: monitors, computers, and cables for offices and labs	Cash Funds	\$270,446	\$270,446	Connection, Inc.	Low Responsible Bid
Personal Property	UNL	Computer equipment for Holland Computing Center - PKI	Cash Funds, Revolving Funds, Federal Funds and Trust Funds	\$376,949	\$376,949	Dell, Inc.	Low Responsible Bid
Contractual Services	UNL	EPSCOR contract for evaluation of Track 1 Award under National Science Foundation criteria for performance and adherence to its strategic plan.	Federal Funds	\$300,000	\$300,000	Office of Educational Innovation & Evaluation at Kansas State University	Sole Source – National Science Foundation Award specifies use of an endorsed provider for evaluation under NSF criteria.
Construction	UNL	Devaney Sports Center(C100)Indoor track roof	Auxiliary	\$1,080,000	\$782,900	10 Men LLC	Low Bid Construction
Construction	UNL	NEBRASKA VETERINARY DIAGNOSTIC CENTER(A204)	Bond Proceeds	\$2,818,560	\$303,979	Concepts AV Integration	Low Bid Construction

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNL	Football Office Expansion, N Concourse 2017	Auxiliary	\$430,862	\$397,680	Excel Construction Company, LLC	Low Bid Construction
Construction	UNL	14th & Avery Rebuild failing section of steam tunnel	Cash	\$313,500	\$293,000	H.R. Bookstrom Construction Inc.	Low Bid Construction
Non-Construction	UNL	NEW COB BUILDING	Trust	\$8,374,280	\$1,154,471	Advent LLC	Sole Source
Non-Construction	UNL	NEW COB BUILDING	Trust	\$7,327,637	\$2,421,825	Encompas Corp	Low Bid Non-Construction
Non-Construction	UNL	NEW COB BUILDING	Trust	\$7,327,637	\$583,765	All Makes Office Equipment Co.	Low Bid Non-Construction
Non-Construction	UNL	NEW COB BUILDING	Trust	\$7,327,637	\$636,586	Office Interiors and Design Inc.	Low Bid Non-Construction
Non-Construction	UNL	Massengale Residential Center (EC Res Hall - A206)	Bond Proceeds	\$1,548,000	\$274,249	Eakes Office Solutions	Low Bid Non-Construction
Non-Construction	UNL	Willa S. Cather Dining Complex (C243)	Bond Proceeds	\$4,603,500	\$651,107	Eakes Office Solutions	Low Bid Non-Construction
Non-Construction	UNL	Willa S. Cather Dining Complex (C243)	Bond Proceeds	\$4,603,500	\$402,628	Office Interiors and Design Inc.	Low Bid Non-Construction
Construction	UNL	Campus Rec, 18th & S Recreations Courts	Auxiliary	\$552,650	\$549,550	Nemaha Landscape Construction	Low Bid Construction
Research Equipment	UNMC	Multiphoton Intra-Vital Microscope	Cash	\$399,111	\$399,111	Olympus America Inc	Low Responsible Bid
Construction Contract	UNO	University Village Roof Replacement	Trust Fund	\$275,435	\$275,435	Pyramid Roofing	Low Responsible Bid

*Approved budget amount for construction contracts represents the entirety of the project budget, whereas the contract amount is the amount pertaining to the particular activity within the construction contract.

TO: The Board of Regents Addendum IX-D-9

Business Affairs

MEETING DATE: August 11, 2017

SUBJECT: Contract with Arthur J. Gallagher & Co.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: One of several strategies proposed by the Human Resources/Payroll budget response team was to contract with a consultant to review benefits for the purpose of benchmarking as well as identifying efficiencies and industry “best practices.” Four consultant groups were invited to participate in face-to-face interviews and each subsequently submitted written qualifications. Consultant selection was driven by consideration of project scope, vendor experience, references, fees, and other factors. Based upon these criteria, Gallagher was selected.

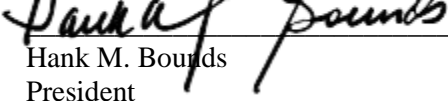
Gallagher is a global organization that focuses on insurance brokerage and risk management services. Their portfolio includes 240 higher education clients (Texas, Florida, Minnesota, Texas A&M, LSU) with a client retention rate of 95%. Gallagher has also worked with Nebraska Medicine to identify potential savings of \$5 million since December 2016.

The contractual relationship with Gallagher will begin immediately and is for a two year term for a total cost of \$265,000. An annual report documenting the results of the contractual engagement will be delivered to the President and Board of Regents Business Affairs Committee over the course of the contract.

PROJECT COST: \$265,000

SOURCE OF FUNDS: Trust Funds

SPONSOR: David Lechner
Senior Vice President | CFO

APPROVED: 
Hank M. Bounds
President

DATE: July 26, 2017

The Board of Regents of the University of Nebraska met on June 1, 2017, at 10:08 a.m. in the board room at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 and Attachment 2 (pages 23-33).

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press as follows: May 19, 2017, a notice containing Amendments to Sections 1.4.4, 5.6 and 5.6.1 of the *Bylaws of the Board of Regents*, and addition of Section 6.7 to the *Policies of the Board of Regents* and amendments to Section 5.10 of the *Policies of the Board of Regents* was sent to the above groups and posted in the first floor lobby of Varner Hall; May 25, 2017, a notice of this meeting was sent to the above groups and posted in the first floor lobby of Varner Hall.

Regents present:

Timothy Clare
Hal Daub
Howard Hawks
Paul Kenney
Bob Phares
Jim Pillen
Robert Schafer, Vice Chairman
Bob Whitehouse, Chairman
Austin Partridge, University of Nebraska at Kearney
Joe Zach, University of Nebraska-Lincoln
Carissa Lueck, University of Nebraska Medical Center
Carlo Eby, University of Nebraska at Omaha

University officials present:

Hank M. Bounds, President
Susan M. Fritz, Executive Vice President and Provost
Carmen K. Maurer, Corporation Secretary
Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center and
Interim Chancellor, University of Nebraska at Omaha
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
David E. Lechner, Senior Vice President for Business and Finance | CFO
Joel D. Pedersen, Vice President and General Counsel
Matthew C. Hammons, Interim Vice President for University Affairs
Michael J. Boehm, Vice President of Agriculture and Natural Resources

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 10:08 a.m. in the Board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Daub and seconded by Hawks to approve the minutes and ratify the actions of the regularly scheduled meeting on March 31, 2017.

Action Student Opinion: Voting Aye: Lueck, Partridge, Zach, and Eby. Voting Aye: Daub, Hawks, Kenney, Phares, Pillen, Schafer, Whitehouse, and Clare. Motion carried.

Chairman Whitehouse announced the location of the Open Meetings Act in the board room.

Chairman Whitehouse welcomed newly-elected student regents Austin Partridge, University of Nebraska at Kearney; Joe Zach, University of Nebraska-Lincoln; Carissa Lueck, University of Nebraska Medical Center; and Carlo Eby, University of Nebraska at Omaha.

President Bounds welcomed newly-elected Faculty Senate Presidents Sarah Purcell, University of Nebraska-Lincoln; and Laura Grams, University of Nebraska at Omaha.

IV. KUDOS

Regent Clare presented a KUDOS award to Rebecca Dobry, Financial Aid Counselor at the University of Nebraska at Kearney.

Regent Schafer presented a KUDOS award to Mike Dierks, Workstation Specialist III in the Customer Support Services Department at the University of Nebraska Medical Center.

Regent Daub presented a KUDOS award to Ethan Anderson, Assistant Athletic Director and Event Management at the University of Nebraska at Omaha.

Regent Kenney presented a KUDOS award to Marlene Busse, Administrative Assistant for the Department of Agronomy and Horticulture in the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln.

V. RESOLUTIONS

None

VI. HEARINGS

Amendments to Sections 1.4.4, 5.6 and 5.6.1 of the *Bylaws of the Board of Regents*, and addition of Section 6.7 to the *Policies of the Board of Regents* and amendments to Section 5.10 of the *Policies of the Board of Regents*

VII. PUBLIC COMMENT

None

VIII. CONSENT AGENDA

Motion Moved by Daub and seconded by Phares to approve items VIII-A-1, VIII-A-2, VIII-A-3, VIII-B-1, VIII-B-2, VIII-B-3, VIII-B-4, VIII-B-5, VIII-B-6, VIII-B-7, VIII-B-8, VIII-B-9, and VIII-B-10

A. ACADEMIC AFFAIRS

VIII-A-1 President's Personnel Recommendations

VIII-A-2 Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of the program review reports to the NCCPE

VIII-A-3 Approve amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska*, and addition of 6.7 to the *Policies of the Board of Regents*, and amendments to 5.10 of the *Policies* related to directory information for employees and students.

See Attachment 3 to the minutes for the full text of the amendments to the *Bylaws* and *Policies* (pages 34-41).

B. BUSINESS AFFAIRS

University of Nebraska

VIII-B-1 Approve amendments to the Audit Committee Charter

See Attachment 4 to the minutes for the full text of the amendments to the Audit Committee Charter (pages 42-47).

University of Nebraska-Lincoln

- VIII-B-2 Approve the reappointment of Stephen M. Goddard as a member of the “Class C” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective July 1, 2017, (for a term of office to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development) and the reappointment of Larry Miller and Ronnie D. Green as members of “Class C” of the NICDC Board of Directors for three-year terms effective July 1, 2017
- VIII-B-3 Approve the sole source purchase of a Femtosecond Laser Surface Processor
- VIII-B-4 Approve the sole source purchase of a Fourier transform ion cyclotron resonance mass spectrometer
- VIII-B-5 Approve the sole source purchase of an X-Ray Photoelectron Spectroscopy System
- VIII-B-6 Approve the naming of the new East Campus residence hall “Massengale Residential Center”
- VIII-B-7 Approve a contract with Arrow Stage Lines to provide shuttle service between Lincoln and Omaha campuses for the College of Engineering

University of Nebraska Medical Center

- VIII-B-8 Approve the sole source purchase of a Fujifilm VisualSonics LAZR-X imaging system

University of Nebraska at Omaha

- VIII-B-9 Approve the sole source purchase of a Computer Assisted Rehabilitation ENvironment (CAREN)
- VIII-B-10 Approve the Easement Agreement between the University of Nebraska at Omaha and First Data Corporation and Reciprocal Access Easement between the University of Nebraska at Omaha and the University of Nebraska Foundation

Action Student Opinion: Voting Aye: Partridge, Zach, Eby, and Lueck. Voting Aye: Hawks, Kenney, Phares, Pillen, Schafer, Whitehouse, Clare, and Daub. Motion carried.

The Board recessed at 10:35 a.m. and reconvened the open meeting at 10:45 a.m.

IX. ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

- Motion Moved by Phares and seconded by Clare to approve item IX-A-1
- IX-A-1 Approval is requested to create the Masters in Athletic Training and to phase-out the BS in Athletic Training in the Department of Kinesiology and Sport Sciences in the College of Education at the University of Nebraska at Kearney
- Action Student Opinion: Voting Aye: Zach, Eby, Lueck, and Partridge. Voting Aye: Kenney, Phares, Pillen, Schafer, Whitehouse, Clare, Daub, and Hawks. Motion carried.
- Motion Moved by Pillen and seconded by Hawks to approve item IX-A-2
- IX-A-2 Approval is requested to eliminate the Bachelor of Arts and Bachelor of Science degrees in Great Plains Studies in the College of Arts and Sciences at the University of Nebraska-Lincoln
- Action Student Opinion: Voting Aye: Eby, Lueck, Partridge, and Zach. Voting Aye: Phares, Pillen, Schafer, Whitehouse, Clare, Daub, Hawks, and Kenney. Motion carried.
- Motion Moved by Clare and seconded by Hawks to approve items IX-A-3, IX-A-4, and IX-A-5
- IX-A-3 Approval is requested to establish the Nebraska Food for Health Center at the University of Nebraska-Lincoln

IX-A-4 Approval is requested to establish the Child Health Research Institute at the University of Nebraska Medical Center

IX-A-5 Approval is requested to establish the Global Center for Health Security (GCHS) at the University of Nebraska Medical Center

Action Student Opinion: Voting Aye: Lueck, Partridge, Zach, and Eby. Voting Aye: Pillen, Schafer, Whitehouse, Clare, Daub, Hawks, Kenney, and Phares. Motion carried.

Motion Moved by Phares and seconded by Eby to approve items IX-A-6

IX-A-6 Approve amendments to the *Bylaws of the University of Nebraska-Lincoln*

See Attachment 5 to the minutes for the full text of the amendments to the *Bylaws* of the *University of Nebraska-Lincoln* (pages 48-86).

Action Student Opinion: Voting Aye: Partridge, Zach, Eby, and Lueck. Voting Aye: Schafer, Whitehouse, Clare, Daub, Hawks, Kenney, Phares, and Pillen. Motion carried.

B. BUSINESS AFFAIRS

University of Nebraska-Lincoln

Motion Moved by Daub and seconded by Kenney to approve item IX-B-1

IX-B-1 Approve program statement for Mabel Lee Hall renovation

There was discussion

Action Student Opinion: Voting Aye: Zach, Eby, Lueck, and Partridge. Voting Aye: Whitehouse, Clare, Daub, Hawks, Kenney, Phares, Pillen, and Schafer. Motion carried.

Motion Moved by Phares and seconded by Clare to approve items IX-B-2, IX-B-3, IX-B-4, and IX-B-10

IX-B-2 Approve the Fund B University Program and Facilities Fees (UPFF) 2017-18 Allocation for the University of Nebraska-Lincoln

IX-B-3 Approve the Fund B, University Program and Facilities Fee (UPFF) 2017-18 Allocation for the University of Nebraska at Kearney

IX-B-4 Approve the Fund B, University Program and Facilities Fee (UPFF) 2017-18 Allocation for the University of Nebraska Medical Center

IX-B-10 Approve the Fund B, University Program and Facilities Fees (UPFF) 2017-18 Allocation for the University of Nebraska Omaha

Action Student Opinion: Voting Aye: Eby, Lueck, Partridge, and Zach. Voting Aye: Clare, Daub, Hawks, Kenney, Phares, Pillen, Schafer, and Whitehouse. Motion carried.

University of Nebraska Medical Center

Motion Moved by Pillen and seconded by Phares to approve item IX-B-5

IX-B-5 Approve the naming of the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning”

Action Student Opinion: Voting Aye: Lueck, Partridge, Zach, and Eby. Voting Aye: Daub, Hawks, Kenney, Phares, Pillen, Schafer, Whitehouse, and Clare. Motion carried.

Motion Moved by Hawks and seconded by Clare to approve item IX-B-6

IX-B-6 Approve the Program Statement for the renovation of the Joseph D. & Millie E. Williams Science Hall

- Action Student Opinion: Voting Aye: Partridge, Zach, Eby, and Lueck. Voting Aye: Hawks, Kenney, Phares, Pillen, Schafer, Whitehouse, Clare, and Daub. Motion carried.
- Motion Moved by Eby and seconded by Phares to approve item IX-B-7
- IX-B-7 Approve the project budget to remove underground tanks and concrete from University properties at 4605 Farnam Street and 795 South 48th Street, Omaha, Nebraska and complete remediation and restoration of these properties
- Action Student Opinion: Voting Aye: Zach, Eby, Lueck, and Partridge. Voting Aye: Kenney, Phares, Pillen, Schafer, Whitehouse, Daub, and Hawks. Abstain: Clare*. Motion carried.
*Regent Clare voted to abstain to avoid the appearance of a potential conflict
- Motion Moved by Pillen and seconded by Daub to approve item IX-B-8
- IX-B-8 Approve the amendment to the lease of the CL Werner Cancer Hospital to Nebraska Medicine
- Action Student Opinion: Voting Aye: Eby, Lueck, Partridge, and Zach. Voting Aye: Phares, Pillen, Schafer, Whitehouse, Clare, Daub, Hawks, and Kenney. Motion carried.
- Motion Moved by Daub and seconded by Kenney to approve item IX-B-9
- IX-B-9 Authorize the President to approve and execute a contract with Elmwood Pharmacy in Omaha, Nebraska to supply primary pharmacy services for HIV-positive patients
- Action Student Opinion: Voting Aye: Lueck, Partridge, Zach, and Eby. Voting Aye: Pillen, Schafer, Whitehouse, Clare, Daub, Hawks, Kenney, and Phares. Motion carried.
- University of Nebraska at Omaha
- Motion Moved by Daub and seconded by Kenney to approve item IX-B-11
- IX-B-11 Approve an eight-year agreement with adidas America, Inc. for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska at Omaha
- There was discussion
- Action Student Opinion: Voting Aye: Partridge, Zach, Eby, and Lueck. Voting Aye: Schafer, Whitehouse, Clare, Daub, Hawks, Kenney, Phares, and Pillen. Motion carried.
- University of Nebraska
- Motion Moved by Lueck and seconded by Pillen to approve item IX-B-12
- IX-B-12 Approve a two-year contract with Unizin for the purchase of Canvas and a two-year contract with Turnitin for the University of Nebraska at Kearney, University of Nebraska at Omaha, and the University of Nebraska Medical Center
- There was discussion
- Action Student Opinion: Voting Aye: Zach, Eby, Lueck, and Partridge. Voting Aye: Whitehouse, Clare, Daub, Hawks, Kenney, Phares, Pillen, and Schafer. Motion carried.
- Additional Items – University of Nebraska
- Moved by Clare and seconded by Pillen to approve item IX-B-13
- IX-B-13 Approve the University of Nebraska’s FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19. Reappropriate with the State of Nebraska’s Department of Administrative Services any unexpended balances existing on June 30, 2017 that are committed to be spent in FY 2017-18.
- There was discussion

Action Student Opinion: Voting Aye: Eby, Lueck, Partridge, and Zach. Voting Aye: Clare, Daub, Hawks, Kenney, Phares, Pillen, and Whitehouse. Voting No: Schafer. Motion carried.

Motion Moved by Hawks and seconded by Pillen to approve item IX-B-14

IX-B-14 Approve the Nebraska College of Technical Agriculture's FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2017 that are committed to be spent in FY 2017-18.

There was discussion

Action Student Opinion: Voting Aye: Lueck, Partridge, Zach, and Eby. Voting Aye: Daub, Hawks, Kenney, Phares, Pillen, Whitehouse, and Clare. Voting No: Schafer. Motion carried.

C. FOR INFORMATION ONLY

IX-C-1 University of Nebraska Strategic Planning Framework

IX-C-2 University of Nebraska Strategic Framework Accountability Measures

IX-C-3 Calendar of establishing and reporting accountability measures

IX-C-4 University of Nebraska Strategic Dashboard Indicators

IX-C-5 Board of Regents agenda items related to the University of Nebraska Strategic Framework

D. REPORTS

IX-D-1 Quarterly Personnel Report for the period January-March 2017

IX-D-2 Laboratory, Student, and Miscellaneous Fees for 2017-2018

IX-D-3 Revisions to rules and regulations for faculty and student self-government organizations: Bylaws of the Faculty of the University of Nebraska Medical Center

IX-D-4 Renaming University of Nebraska Online Worldwide (NUOW) to University of Nebraska Online (NU Online)

IX-D-5 Expedited Approval of the Biomedical Science Graduate Certificate in the Department of Biology in the College of Arts and Sciences at the University of Nebraska at Omaha

IX-D-6 Renaming the American Government Graduate Certificate to the Government Graduate Certificate in the Department of Political Science in the College of Arts and Sciences at the University of Nebraska at Omaha

IX-D-7 Renaming the Bachelor of Arts (BA) in Black Studies to the Bachelor of Science (BS) in Black Studies to include elimination of the BA degree and creation of the BS degree with a nearly identical curriculum in the Department of Black Studies in the College of Arts and Sciences at the University of Nebraska at Omaha

IX-D-8 Memorandum of Understanding between the Department of Educational Administration in the College of Education at the University of Nebraska at Kearney and the Department of Educational Administration in the College of Education and Human Sciences at the University of Nebraska-Lincoln to form an Educational Administration Joint Doctorate (EdD) program

IX-D-9 Expedited Approval of the Dual Primary Care/Acute Care Pediatric Nurse Practitioner Post-Masters Certificate Program in the College of Nursing at the University of Nebraska Medical Center

IX-D-10 Quarterly Status of Capital Construction Projects

IX-D-11 Report of Bids and Contracts

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- IX-D-12 Quarterly Report of Gifts, Grants, Contracts and Bequests
- IX-D-13 Strauss Performing Arts Intermediate Design Report
- IX-D-14 Morrill Hall 4th Floor Redevelopment Intermediate Design Report
- IX-D-15 Naming the two interview rooms within the College of Law Marvin and Virginia Schmid Clinic Building the “Kutak Rock Interview Room” and the “Rembolt Ludtke Interview Room”
- IX-D-16 Naming three internal rooms within the Cather Dining Complex “Red Cloud A, B, C & Atrium”, “Pioneer A & B”, and “Lark A & B”
- IX-D-17 Naming the new UNO parking structure at 67th and Pacific Street as the “Pacific St. Garage”
- IX-D-18 Strategic Framework Report on Debt Management

Chairman Whitehouse accepted the reports on behalf of the Board.

X. ADDITIONAL BUSINESS

None

ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Whitehouse at 12:22 p.m.

Respectfully submitted,

Carmen K. Maurer
Corporation Secretary

Robert L. Whitehouse
Chairman of the Board



ATTACHMENT 1

NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, June 1, 2017, at 10:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

In accordance with *Board of Regents Bylaw 1.11, Amendments to the Bylaws*, notice is hereby given that at the above described meeting, amendments to Sections 1.4.4, 5.6 and 5.6.1 of the *Bylaws of the Board of Regents*, and addition of Section 6.7 to the *Policies of the Board of Regents* and amendments to Section 5.10 of the *Policies of the Board of Regents*, shall be proposed as indicated in the attached agenda item.

An agenda of subjects not related to the proposed Bylaws and Policies amendments will be subsequently posted in accordance the law, the Bylaws and rules which govern the Board of Regents. When so posted, the full agenda for the meeting will be available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <http://nebraska.edu/board/agendas-and-minutes.html>

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: May 19, 2017

Carmen K. Maurer
Corporation Secretary
Board of Regents
University of Nebraska

TO: The Board of Regents

Academic Affairs
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska* (“the *Bylaws*”), and addition of 6.7 to the *Policies of the Board of Regents* (the “*Policies*”) and amendments to 5.10 of the *Policies* related to directory information for employees and students.

RECOMMENDED ACTION: Approve Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska* (“the *Bylaws*”), and addition of 6.7 to the *Policies of the Board of Regents* (the “*Policies*”) and amendments to 5.10 of the *Policies*.

PREVIOUS ACTION: Submitted for information only at March 31, 2017 meeting. Section 1.4.4 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 1.4.4 was subsequently amended on February 28, 1998. Section 5.6 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 5.6 was subsequently amended three times, most recently on September 16, 2005. Section 5.6.1 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 5.6.1 was subsequently amended once on June 13, 1992. Section 5.10 of the *Policies* became effective, as approved by the Board of Regents, on June 15, 2006. No subsequent changes have been made since that time.

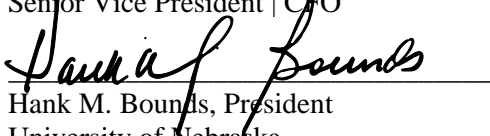
EXPLANATION: Information regarding public directory information for employees and related confidentiality rules are currently found in Section 1.4.4. of the *Bylaws*. Information regarding public directory information and related confidentiality rules regarding students are currently found in Section 5.6 and 5.6.1 of the *Bylaws* and Section 5.10 of the *Policies*. The proposed revisions will move all information regarding directory information and related confidentiality rules for employees and students from the *Bylaws* to the *Policies* for consistency purposes and ease of reference. Section 1.4.4 of the *Bylaws* is being moved to 6.7 of the *Policies* with a few amendments. Proposed 6.7 of the *Policies* adds University telephone number and University email address to public directory information for employees. Proposed 6.7 of the *Policies* also provides notice to employees that personnel information may be shared as a part of an administrative proceeding or with third parties when third parties are performing a University function.

The proposed revisions to 5.10 of the *Policies* adds University email address to directory information for students and restricts the disclosure of directory information for students to the University community.

[See attached revisions to all sections above]

SPONSORS: Susan M. Fritz
Executive Vice President and Provost

David E. Lechner
Senior Vice President | CFO

RECOMMENDED: 
Hank M. Bounds, President
University of Nebraska

DATE: May 8, 2017

Amendments to the *Bylaws* of the Board of Regents of the University of Nebraska:

~~1.4.4 **Records of the University.** Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student, faculty, and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the laws of the State of Nebraska, provided such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available.~~

~~(a) For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.~~

~~(b) For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.~~

~~(c) For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.~~

~~(d) For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) postsecondary education degrees earned, (7) awards or honors, and (8) date of separation from University employment.~~

5.6 Public Information Regarding Students. ~~Public information regarding students attending the University shall be the (i) student's name, (ii) local address, (iii) permanent address, (iv) telephone listings, (v) year at the University, (vi) dates of attendance, (vii) academic college and major field of study, (viii) enrollment status (e.g., undergraduate or graduate; full-time or part-time), (ix) participation in officially recognized activities and sports, (x) degrees, honors and awards received, and (xi) most recent educational agency or institution attended. The names of students mentioned in some kinds of campus security or campus police reports concerning accidents and incidents may also be released to the public. Each major administrative unit shall define the kinds of reports and information that may be released to the public. Information contained in personal files of the student is considered confidential and requires written authorization by the student for release; provided such records with names and personal identification deleted, and kept confidential, may be made available for governmental or University approved research and analysis. Public information regarding students, rules with respect to confidentiality, and any release of information will be governed in accordance with Federal and State law. The Board is authorized to develop policies and procedures consistent with that law.~~

5.6.1 Release of Information. ~~Information concerning students obtained through counseling or disciplinary activities will not be made available to unauthorized persons within the University, or to any person outside the University without the expressed consent of the student involved, except under legal compulsion or where the safety of others is involved; provided such records with names deleted, and kept confidential, may be made available for governmental or University approved research and analysis. Each major administrative unit may disclose to an alleged victim of any crime of violence the results of any disciplinary proceeding conducted against the alleged perpetrator of such crime with respect to such crime.~~

Amendments to the *Policies* of the Board of Regents of the University of Nebraska:

RP-6.7 Records of the University

Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available to the public, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student records; personal information in faculty and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the Federal and State law, provided, if otherwise consistent with the law, such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available. In very limited circumstances, the University may share nondirectory personnel information with third parties when such third parties are performing a University service or function provided, however, that the President or the President's designee has approved the information disclosure. The University may share nondirectory personnel information as a part of administrative proceedings including, but not limited to, NEOC proceedings. The University will comply with any lawful administrative or judicial order requiring the production records, and will provide records in response to legitimate requests for discovery of evidence in litigation in which the University is involved.

1. For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.
2. For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.
3. For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.
4. For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) University telephone number, (7) University email address, (8) postsecondary education degrees earned, (9) awards or honors, and (10) date of separation from University employment.

Notwithstanding any provision above to the contrary, the University shall comply with such federal, state and local laws as may be applicable to its records, including laws related to confidentiality and disclosure.

RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA).

1. Scope of Policy

This policy governs all "education records" maintained by all campuses and the central administration of the University of Nebraska.

2. Purpose of FERPA; Definition of Education Records

- a. FERPA affords students certain rights with respect to their education records. FERPA defines "education records" as those records:

Directly related to a student; and

Maintained by an institution or a party acting for the institution.

- b. FERPA provides students who reach the age of 18, or who attend the University of Nebraska, with the right to inspect and review their own education records. Students also have the right to request an amendment to their education records and have some control over the disclosure of personally identifiable information contained in these records.
- c. FERPA applies to the education records of persons who are or have been in attendance at the University of Nebraska, including students in cooperative and correspondence study programs. The rights provided to students under the federal law set forth in FERPA do not apply to records of applicants for admission who are denied acceptance or, if accepted, do not attend the University of Nebraska; however, student application materials are not considered public records under Nebraska state law and will not be disclosed to the public except as permitted by law.

3. Records Not Covered By FERPA

The term "education records" does not include:

- a. Records which are in the sole possession of the maker and are neither accessible nor revealed to any other person, except a substitute who performs on a temporary basis the duties of the individual who made the records.
- b. Records maintained by a law enforcement unit of the University of Nebraska for the purpose of law enforcement. (Note other laws addressing campus security may also apply to law enforcement records.)
- c. Records relating to an individual's employment at the University of Nebraska, when such employment is not based upon the individual's status as a student; provided that the records are made and maintained in the normal course of business, relate exclusively to the individual's capacity as an employee, and are not available for use for any other purpose.
- d. Medical and counseling records used solely for treatment. (Medical records may be reviewed by a physician of the student's choice.)
- e. Records that only contain information about an individual after he or she is no longer a student (e.g. alumni records). Records of an individual while a student continue to be "education records" after the student leaves or graduates from the University of Nebraska.

4. Students Rights to Inspect and Review Educational Records

- a. Students and former students have the following rights:
 - The right to inspect and review their education records within 45 days of their request to inspect.
 - The right to a response to a reasonable request for an explanation and interpretation of the record.
 - The right to a copy of the education record when failure to provide a copy of the record would effectively prevent the student from inspecting and reviewing the record. The student may be charged a normal cost for copies, if such a charge does not effectively prevent the student from inspecting and reviewing the record.
- b. The University of Nebraska is not required to permit a student to inspect and review education records, which contain:
 - Financial information submitted by parents.
 - Confidential letters and recommendations placed in their files prior to January 1, 1975.
 - Confidential letters and recommendations placed in their files after January 1, 1975, if: (1) the student has waived the right to inspect and review those records; and (2) the records are related to the student's admission to an educational institution or program, application for employment, or receipt of an honor.
- c. If an education record contains information pertaining to more than one student, a review and inspection will only be allowed for that specific information pertaining to the requesting student.

5. Procedure to Inspect and Review; Challenges to the Record

- a. A student should submit to the registrar, director of registration and records, dean, head of the academic department, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The University official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the university official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed. Compliance with an appropriate request for an inspection shall be made within no greater than 45 days.
- b. A student may ask the University to amend an education record that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. If the student wishes to amend an education record, the student should write the University official responsible for the record, clearly identify the part of the record the student wishes to amend and specify why it should be changed. If the University official decides not to amend the record as requested, the student will be notified of the decision in writing and advised of his or her right to a hearing regarding the request for amendment. At that time, additional information regarding the hearing procedures will be provided to the student.
- c. The right to challenge grades is not covered by this policy, unless the grade assigned was inaccurately recorded in an education record, in which case the record will be corrected.

6. Consent to Release Education Records

Prior to releasing all or any part of an education record to a person other than the student to whom the record refers, consent must be obtained from the student. The consent must specify the information to be released, the reason for the release, and to whom it is to be released. The student may have a copy of the information released, if he or she desires.

7. Releases Without Consent

No consent from the student is required for the release of an education record or personally identifiable information under the following circumstances:

- a. A request for information in an education record or personally identifiable information by a "school official" determined to have a "legitimate educational interest" in the information. "School official" shall mean a person employed by any administrative unit (i.e., a campus or central administration) of the University of Nebraska in an administrative, supervisory, academic, research, or support staff position (including University law enforcement personnel and health center staff); a person or company with whom the University of Nebraska has contracted to carry out the duties related to a legitimate educational interest (including attorneys, auditors, and collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a "legitimate educational interest" if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska administrative unit may have a legitimate educational interest in the educational records and personally identifiable information maintained at another administrative unit.
- b. Lawful compliance with a properly issued subpoena or court order.
- c. A request in connection with a student's application for financial aid.
- d. A request by an organization conducting studies to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, on behalf of the University of Nebraska, if the studies do not permit the personal identification of parents and students outside of the study representatives, and the information is destroyed once it is no longer needed by the studies.
- e. Information submitted to accrediting organizations.
- f. A request of a parent of a dependent student, as established by Section 152 of the Internal Revenue Code of 1986.
- g. In case of an emergency, if the knowledge of the protected information is necessary to protect the health or safety of students or other persons.
- h. A request from authorized state or federal representatives in relation to a state or federal audit of government supported programs.

- i. A request from an official of another school, school system, or institution of higher education in which a student seeks or intends to enroll; provided however, that the annual notice required by FERPA must include a statement that the University of Nebraska forwards education records to other agencies or institutions, in which the student seeks or intends to enroll, upon request of the agency or institution.
 - j. In the case of a crime of violence, the University of Nebraska shall provide to the victim, the results of any institutional disciplinary proceeding against the alleged perpetrator.
 - k. Requests for directory information, as more specifically discussed below.
8. Directory Information; Definition; Request for Non-Disclosure
- a. The University of Nebraska has defined the following student information as ~~public~~ directory information:
 - student name
 - local address
 - permanent address
 - telephone listings
 - University email address
 - year at the University
 - dates of attendance
 - academic college and major field of study
 - enrollment status (e.g. undergraduate or graduate; full-time or part-time)
 - participation in officially recognized activities and sports
 - degrees, honors and awards received
 - most recent educational agency or institution attended
 - b. Directory information will be available to the University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information ~~public upon request and~~ may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld from the public if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the registrar's office or other office in charge of registration and records; provided however, that a form to withhold directory information may be submitted after the two week period, when a student for reasonable cause, such as personal threats, safety or health concerns, requests his or her directory information to be withheld. The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

9. Parental Access to Children's Education Records

At the post secondary level, FERPA provides few rights to parents to inspect a child's education records. The right to inspect and review is limited solely to the student/child. Records may be released to the parents only under the following circumstances:

- a. Lawful compliance with a properly issued subpoena or court order;
- b. The parent establishes that the student is a dependent according to Section 152 of the Internal Revenue Code of 1986; or

- c. The student provides a FERPA consent to the parental access.

10. Job References for Students by Faculty

FERPA's prohibition on disclosure of personally identifiable information (other than directory information) applies to job references. This includes information about performance in class, grades, attitude, motivation, and ability, whether conveyed in writing, in person, e-mail or over the telephone to third parties.

Although such information is often conveyed by faculty members at the informal request of the student and is usually positive, the better practice would be to request a written consent form, meeting the FERPA requirements, before providing the information.

11. Recordkeeping

Each administrative unit of the University of Nebraska has an obligation to keep a record of requests and disclosures of student record information, except when the request is from the student, a University school official with a legitimate educational interest, a request for directory information, or a request to which the student has given a FERPA consent. A student has the right to review the record of requests and disclosures made in relation to his or her education records.

12. FERPA/Precedence

This policy is intended to comply with FERPA, the provisions of which and its related regulations, are incorporated herein as they exist at the time of this policy's adoption, and as they may from time-to-time be amended. Should it be determined that this policy is inconsistent with FERPA, or any other applicable law, the law shall take precedence.

13. Notice

The following uniform notice shall be published and provided to all students in accordance with federal law:

Notice of FERPA Rights: Student Records and Privacy

Note: Highlights concerning student rights with respect to education records appear below. A full copy of Regents Policy 5.10 "Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA)" is available in the [insert name of campus office in charge of registration and records] or may be found at www.nebraska.edu in the section containing Regents Policies.

The Family Educational Rights and Privacy Act (FERPA) affords you certain rights with respect to your education records. They are:

1. The right to inspect and review your education records within 45 days of the day the University receives a request for access.

You should submit to the registrar, dean, head of the academic department, or other appropriate official, written requests that identify the record(s) you wish to inspect. The University official will make arrangements for access and notify you of the time and place where the records may be inspected. If the records are not maintained by the University official to whom the request was submitted, that official shall advise you of the correct official to whom the request should be addressed.

2. The right to request the amendment of your education records that you believe are inaccurate, misleading, or otherwise in violation of your privacy rights under FERPA.

If you wish to ask the University to amend a record, you should write the University official responsible for the record, clearly identify the part of the record you want changed and specify why it should be changed. If the University decides not to amend the record as requested, the University will notify you of the decision in writing and advise you of your right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to you when notified of the right to a hearing.

3. The right to provide written consent before the University discloses personally identifiable information from your education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position (including University law enforcement unit personnel and health staff); a person or company with whom the University has contracted (including attorneys, auditors, or collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on official committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska campus may have a legitimate educational interest in the educational records and personally identifiable information maintained at another University of Nebraska campus. Your records may be disclosed to your parent(s) upon request, if your parent(s) demonstrate(s) that you are your parent(s)' dependent for income tax purposes. In addition, the University may disclose education records without your consent upon the request of officials of other schools where you seek enrollment or intend to enroll.

Your educational records may also be disclosed without your written consent when you apply for financial aid. This is done in order to determine your eligibility for, the amount of, or the conditions of the aid, and also for purposes of enforcing the terms of the aid. At the University of Nebraska, your application for financial aid may take a variety of forms. For example, some financial aid applications are incorporated into the process by which you apply for admission (e.g. the FASFA form); or you may apply in a separate process using a form that seeks a broad variety of state and federal scholarship sources; or you may use a very specific application for a certain scholarship offered by a particular private source outside of the University. The University of Nebraska Foundation is a private source, among others, that funds many scholarships at the University of Nebraska. If you apply for financial aid, it is quite likely that certain information in your educational records will be provided to the Foundation in order to facilitate the award of the scholarship funds held by the Foundation.

Note that Regents Policy 5.10 referred at the top of this Notice lists in detail these and other circumstances when FERPA authorizes disclosure without your consent.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA.

The name and address of the office that administers FERPA is:

The Family Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5901

Notice Regarding Directory Information

The University of Nebraska defines the following student information as ~~public~~-directory information:

- student name
- local address
- permanent address

- telephone listings
- University email address
- year at the University
- dates of attendance
- academic college and major field of study
- enrollment status (e.g. undergraduate or graduate; full-time or part-time)
- participation in officially recognized activities and sports
- degrees, honors and awards received
- most recent educational agency or institution attended

Directory information will be available to University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the [insert the name of the campus office in charge of registration and records] The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.



ATTACHMENT 2
NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, June 1, 2017, at 10:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

An agenda of subjects to be considered at said meeting, kept on a continually current basis, is available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <https://nebraska.edu/regents/agendas-and-minutes>.

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: May 25, 2017

Carmen K. Maurer
Corporation Secretary
Board of Regents

ATTACHMENT 3

Addendum VIII-A-3

Amendments to the *Bylaws* of the Board of Regents of the University of Nebraska:

~~1.4.4 **Records of the University.** Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student, faculty, and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the laws of the State of Nebraska, provided such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available.~~

~~(a) For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.~~

~~(b) For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.~~

~~(c) For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.~~

~~(d) For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) postsecondary education degrees earned, (7) awards or honors, and (8) date of separation from University employment.~~

~~**5.6 Public Information Regarding Students.** Public information regarding students attending the University shall be the (i) student's name, (ii) local address, (iii) permanent address, (iv) telephone listings, (v) year at the University, (vi) dates of attendance, (vii) academic college and major field of study, (viii) enrollment status (e.g., undergraduate or graduate; full time or part time), (ix) participation in officially recognized activities and sports, (x) degrees, honors and awards received, and (xi) most recent educational agency or institution attended. The names of students mentioned in some kinds of campus security or campus police reports concerning accidents and incidents may also be released to the public. Each major administrative unit shall define the kinds of reports and information that may be released to the public. Information contained in personal files of the student is considered confidential and requires written authorization by the student for release; provided such records with names and personal identification deleted, and kept confidential, may be made available for governmental or University approved research and analysis. Public information regarding students, rules with respect to confidentiality, and any release of information will be governed in accordance with Federal and State law. The Board is authorized to develop policies and procedures consistent with that law.~~

~~**5.6.1 Release of Information.** Information concerning students obtained through counseling or disciplinary activities will not be made available to unauthorized persons within the University, or to any person outside the University without the expressed consent of the student involved, except under legal compulsion or where the safety of others is involved; provided such records with names deleted, and kept~~

~~confidential, may be made available for governmental or University approved research and analysis. Each major administrative unit may disclose to an alleged victim of any crime of violence the results of any disciplinary proceeding conducted against the alleged perpetrator of such crime with respect to such crime.~~

Amendments to the *Policies* of the Board of Regents of the University of Nebraska:

RP-6.7 Records of the University

Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available to the public, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student records; personal information in faculty and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the Federal and State law, provided, if otherwise consistent with the law, such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available. In very limited circumstances, the University may share nondirectory personnel information with third parties when such third parties are performing a University service or function provided, however, that the President or the President's designee has approved the information disclosure. The University may share nondirectory personnel information as a part of administrative proceedings including, but not limited to, NEOC proceedings. The University will comply with any lawful administrative or judicial order requiring the production records, and will provide records in response to legitimate requests for discovery of evidence in litigation in which the University is involved.

1. For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.
2. For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.
3. For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.
4. For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) University telephone number, (7) University email address, (8) postsecondary education degrees earned, (9) awards or honors, and (10) date of separation from University employment.

Notwithstanding any provision above to the contrary, the University shall comply with such federal, state and local laws as may be applicable to its records, including laws related to confidentiality and disclosure.

RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA).

1. Scope of Policy

This policy governs all "education records" maintained by all campuses and the central administration of the University of Nebraska.

2. Purpose of FERPA; Definition of Education Records

- a. FERPA affords students certain rights with respect to their education records. FERPA defines “education records” as those records:

Directly related to a student; and

Maintained by an institution or a party acting for the institution.

- b. FERPA provides students who reach the age of 18, or who attend the University of Nebraska, with the right to inspect and review their own education records. Students also have the right to request an amendment to their education records and have some control over the disclosure of personally identifiable information contained in these records.

- c. FERPA applies to the education records of persons who are or have been in attendance at the University of Nebraska, including students in cooperative and correspondence study programs. The rights provided to students under the federal law set forth in FERPA do not apply to records of applicants for admission who are denied acceptance or, if accepted, do not attend the University of Nebraska; however, student application materials are not considered public records under Nebraska state law and will not be disclosed to the public except as permitted by law.

3. Records Not Covered By FERPA

The term "education records" does not include:

- a. Records which are in the sole possession of the maker and are neither accessible nor revealed to any other person, except a substitute who performs on a temporary basis the duties of the individual who made the records.
- b. Records maintained by a law enforcement unit of the University of Nebraska for the purpose of law enforcement. (Note other laws addressing campus security may also apply to law enforcement records.)
- c. Records relating to an individual’s employment at the University of Nebraska, when such employment is not based upon the individual’s status as a student; provided that the records are made and maintained in the normal course of business, relate exclusively to the individual’s capacity as an employee, and are not available for use for any other purpose.
- d. Medical and counseling records used solely for treatment. (Medical records may be reviewed by a physician of the student’s choice.)
- e. Records that only contain information about an individual after he or she is no longer a student (e.g. alumni records). Records of an individual while a student continue to be “education records” after the student leaves or graduates from the University of Nebraska.

4. Students Rights to Inspect and Review Educational Records

- a. Students and former students have the following rights:

- The right to inspect and review their education records within 45 days of their request to inspect.
- The right to a response to a reasonable request for an explanation and interpretation of the record.
- The right to a copy of the education record when failure to provide a copy of the record would effectively prevent the student from inspecting and reviewing the record. The student may be charged a normal cost for copies, if such a charge does not effectively prevent the student from inspecting and reviewing the record.

- b. The University of Nebraska is not required to permit a student to inspect and review education records, which contain:

- Financial information submitted by parents.
- Confidential letters and recommendations placed in their files prior to January 1, 1975.

- Confidential letters and recommendations placed in their files after January 1, 1975, if:
(1) the student has waived the right to inspect and review those records; and (2) the records are related to the student's admission to an educational institution or program, application for employment, or receipt of an honor.
- c. If an education record contains information pertaining to more than one student, a review and inspection will only be allowed for that specific information pertaining to the requesting student.

5. Procedure to Inspect and Review; Challenges to the Record

- a. A student should submit to the registrar, director of registration and records, dean, head of the academic department, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The University official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the university official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed. Compliance with an appropriate request for an inspection shall be made within no greater than 45 days.
- b. A student may ask the University to amend an education record that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. If the student wishes to amend an education record, the student should write the University official responsible for the record, clearly identify the part of the record the student wishes to amend and specify why it should be changed. If the University official decides not to amend the record as requested, the student will be notified of the decision in writing and advised of his or her right to a hearing regarding the request for amendment. At that time, additional information regarding the hearing procedures will be provided to the student.
- c. The right to challenge grades is not covered by this policy, unless the grade assigned was inaccurately recorded in an education record, in which case the record will be corrected.

6. Consent to Release Education Records

Prior to releasing all or any part of an education record to a person other than the student to whom the record refers, consent must be obtained from the student. The consent must specify the information to be released, the reason for the release, and to whom it is to be released. The student may have a copy of the information released, if he or she desires.

7. Releases Without Consent

No consent from the student is required for the release of an education record or personally identifiable information under the following circumstances:

- a. A request for information in an education record or personally identifiable information by a "school official" determined to have a "legitimate educational interest" in the information. "School official" shall mean a person employed by any administrative unit (i.e., a campus or central administration) of the University of Nebraska in an administrative, supervisory, academic, research, or support staff position (including University law enforcement personnel and health center staff); a person or company with whom the University of Nebraska has contracted to carry out the duties related to a legitimate educational interest (including attorneys, auditors, and collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a "legitimate educational interest" if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska administrative unit may have a legitimate educational interest in the educational records and personally identifiable information maintained at another administrative unit.
- b. Lawful compliance with a properly issued subpoena or court order.
- c. A request in connection with a student's application for financial aid.
- d. A request by an organization conducting studies to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, on behalf of the University of Nebraska, if the studies do not permit the personal identification of parents and students outside of the study representatives, and the information is destroyed once it is no longer needed by the studies.

- e. Information submitted to accrediting organizations.
 - f. A request of a parent of a dependent student, as established by Section 152 of the Internal Revenue Code of 1986.
 - g. In case of an emergency, if the knowledge of the protected information is necessary to protect the health or safety of students or other persons.
 - h. A request from authorized state or federal representatives in relation to a state or federal audit of government supported programs.
 - i. A request from an official of another school, school system, or institution of higher education in which a student seeks or intends to enroll; provided however, that the annual notice required by FERPA must include a statement that the University of Nebraska forwards education records to other agencies or institutions, in which the student seeks or intends to enroll, upon request of the agency or institution.
 - j. In the case of a crime of violence, the University of Nebraska shall provide to the victim, the results of any institutional disciplinary proceeding against the alleged perpetrator.
 - k. Requests for directory information, as more specifically discussed below.
8. Directory Information; Definition; Request for Non-Disclosure
- a. The University of Nebraska has defined the following student information as ~~public~~ directory information:
 - student name
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 - University email address
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 - academic college and major field of study
 - enrollment status (e.g. undergraduate or graduate; full-time or part-time)
 - participation in officially recognized activities and sports
 - degrees, honors and awards received
 - most recent educational agency or institution attended
 - b. Directory information will be available to the University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information public upon request and may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld ~~from the public~~ if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the registrar's office or other office in charge of registration and records; provided however, that a form to withhold directory information may be submitted after the two week period, when a student for reasonable cause, such as personal threats, safety or health concerns, requests his or her directory information to be withheld. The student's request will be processed within a reasonable amount of time. Directory information

already included in hard copy publications will be removed at the next printing of the hard copy publication.

9. Parental Access to Children's Education Records

At the post secondary level, FERPA provides few rights to parents to inspect a child's education records. The right to inspect and review is limited solely to the student/child. Records may be released to the parents only under the following circumstances:

- a. Lawful compliance with a properly issued subpoena or court order;
- b. The parent establishes that the student is a dependent according to Section 152 of the Internal Revenue Code of 1986; or
- c. The student provides a FERPA consent to the parental access.

10. Job References for Students by Faculty

FERPA's prohibition on disclosure of personally identifiable information (other than directory information) applies to job references. This includes information about performance in class, grades, attitude, motivation, and ability, whether conveyed in writing, in person, e-mail or over the telephone to third parties.

Although such information is often conveyed by faculty members at the informal request of the student and is usually positive, the better practice would be to request a written consent form, meeting the FERPA requirements, before providing the information.

11. Recordkeeping

Each administrative unit of the University of Nebraska has an obligation to keep a record of requests and disclosures of student record information, except when the request is from the student, a University school official with a legitimate educational interest, a request for directory information, or a request to which the student has given a FERPA consent. A student has the right to review the record of requests and disclosures made in relation to his or her education records.

12. FERPA/Precedence

This policy is intended to comply with FERPA, the provisions of which and its related regulations, are incorporated herein as they exist at the time of this policy's adoption, and as they may from time-to-time be amended. Should it be determined that this policy is inconsistent with FERPA, or any other applicable law, the law shall take precedence.

13. Notice

The following uniform notice shall be published and provided to all students in accordance with federal law:

Notice of FERPA Rights: Student Records and Privacy

Note: Highlights concerning student rights with respect to education records appear below. A full copy of Regents Policy 5.10 "Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA)" is available in the [insert name of campus office in charge of registration and records] or may be found at www.nebraska.edu in the section containing Regents Policies.

The Family Educational Rights and Privacy Act (FERPA) affords you certain rights with respect to your education records. They are:

1. The right to inspect and review your education records within 45 days of the day the University receives a request for access.

You should submit to the registrar, dean, head of the academic department, or other appropriate official, written requests that identify the record(s) you wish to inspect. The University official will make arrangements for access and notify you of the time and place where the records may be inspected. If the records are not maintained by the University

official to whom the request was submitted, that official shall advise you of the correct official to whom the request should be addressed.

2. The right to request the amendment of your education records that you believe are inaccurate, misleading, or otherwise in violation of your privacy rights under FERPA.

If you wish to ask the University to amend a record, you should write the University official responsible for the record, clearly identify the part of the record you want changed and specify why it should be changed. If the University decides not to amend the record as requested, the University will notify you of the decision in writing and advise you of your right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to you when notified of the right to a hearing.

3. The right to provide written consent before the University discloses personally identifiable information from your education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position (including University law enforcement unit personnel and health staff); a person or company with whom the University has contracted (including attorneys, auditors, or collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on official committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska campus may have a legitimate educational interest in the educational records and personally identifiable information maintained at another University of Nebraska campus. Your records may be disclosed to your parent(s) upon request, if your parent(s) demonstrate(s) that you are your parent(s)' dependent for income tax purposes. In addition, the University may disclose education records without your consent upon the request of officials of other schools where you seek enrollment or intend to enroll.

Your educational records may also be disclosed without your written consent when you apply for financial aid. This is done in order to determine your eligibility for, the amount of, or the conditions of the aid, and also for purposes of enforcing the terms of the aid. At the University of Nebraska, your application for financial aid may take a variety of forms. For example, some financial aid applications are incorporated into the process by which you apply for admission (e.g. the FASFA form); or you may apply in a separate process using a form that seeks a broad variety of state and federal scholarship sources; or you may use a very specific application for a certain scholarship offered by a particular private source outside of the University. The University of Nebraska Foundation is a private source, among others, that funds many scholarships at the University of Nebraska. If you apply for financial aid, it is quite likely that certain information in your educational records will be provided to the Foundation in order to facilitate the award of the scholarship funds held by the Foundation.

Note that Regents Policy 5.10 referred at the top of this Notice lists in detail these and other circumstances when FERPA authorizes disclosure without your consent.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA.

The name and address of the office that administers FERPA is:

The Family Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5901

Notice Regarding Directory Information

The University of Nebraska defines the following student information as ~~public~~-directory information:

- student name
- local address
- permanent address
- telephone listings
- University email address
- year at the University
- dates of attendance
- academic college and major field of study
- enrollment status (e.g. undergraduate or graduate; full-time or part-time)
- participation in officially recognized activities and sports
- degrees, honors and awards received
- most recent educational agency or institution attended

Directory information will be available to University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the [insert the name of the campus office in charge of registration and records] The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

ATTACHMENT 4

Addendum VIII-B-1

CHARTER OF THE AUDIT, RISK AND COMPLIANCE COMMITTEE OF THE UNIVERSITY OF NEBRASKA

Purposes of the Audit Committee

The purposes of the Audit, Risk and Compliance Committee (the "Committee") are to assist the Board of Regents with the oversight of (i) the integrity of the University of Nebraska's (the "University") financial statements, (ii) the University's compliance with laws and regulations, (iii) the independent auditors' qualifications and independence, (iv) the performance of the University's internal audit function, (v) the accounting and financial reporting processes of the University and audits of the University's financial statements, (vi) the University's Risk Management process, (vii) the code of conduct and, (viii) the internal control process. The function of the Committee is oversight.

The management of the University is responsible for the preparation, presentation, and integrity of the University's financial statements. Management is responsible for maintaining appropriate accounting and financial reporting principles and policies, a code of conduct and internal controls and procedures that provide compliance with accounting standards and applicable laws and regulations.

The independent auditors for the University are accountable to the Board of Regents and shall provide the Committee all communications required by generally accepted auditing standards; however, the Committee has the sole authority and responsibility to retain and terminate the University's independent auditors.

Duties and Responsibilities of the Audit Committee

The following are the duties and responsibilities of the Committee:

Independent Auditors

1. The sole authority to appoint, compensate, retain, oversee and terminate all independent auditors.
2. The sole authority to pre-approve all terms of and fees for audit services, audit related services, tax services, and other services to be performed for the University by any independent auditors.
3. Ensure that the independent auditors prepare and deliver with each engagement letter a written statement (an "Auditors' Statement") describing: the independent auditors' internal quality-control procedures; any material issues raised by the most recent internal quality-control review or peer review of the independent auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the independent auditors, and any steps taken to deal with any such issues; and (to assess the independent auditors' independence) all relationships between the independent auditors and the University, including each non-audit service provided to the University. The Committee shall discuss with the independent auditors any relationships or services disclosed in the independent Auditors' Statement that may impact the quality of independent audit services or the objectivity and independence of the University's independent auditors.
4. Ensure that the independent auditors of the University-wide financial statements shall submit to the University annually a formal written statement of the fees billed for each of the following categories of services rendered by the independent auditors: (i) audit services, including the annual financial statement audit (including required quarterly reviews), subsidiary audits, and other procedures required to be performed by the independent auditors to be able to form an opinion on the University's consolidated financial statements; (ii) audit related services, which include assurance and related services that are reasonably related to the performance of the audit or review of the University's financial statements or that are traditionally performed by the independent auditors, but are not necessarily required by

statutory or regulatory audit mandates; (iii) tax services for the University; and (iv) all other services rendered by the independent auditors for the most recent fiscal year, in the aggregate and by each category of service.

5. Review the independent auditors' of the University-wide financial statements audit plan prior to the commencement of the audit and discuss audit scope, staffing, locations, reliance upon management, and internal audit and general audit approach.

6. Review and evaluate the qualifications, performance, and independence of the independent auditors, including an evaluation of the lead partner of the independent auditors and an evaluation of whether the independent auditors' quality controls are adequate and whether the provision of permitted non-audit services is compatible with maintaining the auditors' independence. The Committee's evaluation of the independence of the independent auditors shall be made with respect to applicable standards of independence set forth in any applicable laws, regulations, or financing standards. The Committee shall consider the opinions of management and Internal Audit and Advisory Services in its evaluation.

7. Ensure the appropriate rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit. Consider, whether, in order to assure continuing auditor independence, there should be a change of the audit firm itself.

8. Receive and act upon any report from the independent auditors regarding internal control deficiencies and any response from management thereto.

9. Approve any non-audit services by any independent auditors.

Dispute Resolution

Any dispute or claim arising out of or relating to audit services provided hereunder, or any other audit or attest services provided by or on behalf of the Auditor or any of its subcontractors or agents to the University or at their request, shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect ("CPR Arbitration Rules"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforcement of these dispute resolution procedures) including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). All mediation and arbitration shall take place in Lincoln, Nebraska. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

Internal Audit and Advisory Services and the campus internal audit functions (University internal audit)

The Director of Internal Audit and Advisory Services (CAE) shall report administratively to the President and functionally to the Audit Committee of the Board of Regents. Each campus

director shall be accountable to ~~their campus Chancellor~~ the CAE and provide information on request for the CAE to be presented to the Audit Committee. ~~be the primary point of contact for their campus.~~ All campus work products shall be provided to the CAE and be reported to the Committee for acceptance by the CAE. ~~Each Chancellor~~ The CAE is responsible for hiring, evaluating, promoting and determining the salary of ~~campus internal~~ all internal audit staff. The ~~Chancellor-CAE~~ should consult with the respective CAE-Chancellor in the hiring of a new campus director. ~~The Chancellor shall notify the Chairperson of the Committee when a member of the internal audit function other than the campus director is dismissed, demoted or has a change of duties.~~ The Chancellor shall obtain the prior approval of the Chairperson of the Committee before the campus director is dismissed, demoted or has a change of duties. CAE shall inform the Chair of the Committee of any position changes. The President of the University shall appoint, evaluate, promote, change the pay or duties or dismiss the CAE with the approval of the Committee Chairperson.

10. Review and approve the University internal audit function, including the ~~campus internal~~ Audit Charter and the proposed annual Audit Plans. The CAE shall ~~review the charter, audit plans and operating procedures of campus internal audit functions and provide any suggestions to the campus and to the Committee.~~ develop a single Audit Plan for the University as a whole.

11. Annually the Audit Committee Chairperson shall review the performance and compensation of the CAE with the President.

12. Review the budget, any changes in plan, performance relative to the Audit Plan, or organizational structure, and qualifications of the University internal audit functions, as needed. The Committee should also consider internal audit's conformance to professional standards.

13. Understand the review of internal controls and significant reports prepared by Internal Audit together with management's response and follow-up to these reports.

~~14. Review the summaries and inquire about the information provided by the CAE from the campus internal audit functions reports and responsibilities and follow-up on this information.~~

Financial Reporting Principles and Policies; Internal Audit Controls and Procedures

~~15.~~14. Advise management, the University internal audit function and the independent auditors that they are expected to provide to the Committee a timely analysis of significant financial reporting issues and practices.

~~16.~~15. Meet separately and on a periodic basis with management, the CAE and the independent auditors.

~~17.~~16. Meet with management, the independent auditors, and, if appropriate, the CAE to do the following:

- a. Discuss the scope of the annual audit;
- b. Discuss any significant matters arising from any audit, including any audit problems or difficulties, and execution of response to audit findings;
- c. Discuss any audit problems or difficulties the independent auditors encountered in the course of the audit, including any restriction on their activities or access to requested information and any significant disagreements with management, and management's responses thereto;
- d. Review the form of opinion the independent auditors propose to render to the Board of Regents;
- e. Discuss, as appropriate, any major issues regarding accounting principles and financial statement presentations, including any significant changes in the University's selection or application of accounting principles, and major issues as to the adequacy of the University's internal controls and any special audit steps adopted in light of material control deficiencies;

- f. Discuss and consider the integrity of the University's financial reporting guidelines, policies, and controls governing the process by which management and the relevant departments of the University assess and manage the University's financial reporting preparation.
- g. Discuss the University's major risk exposures and the steps management has taken to monitor, control, and report such exposures.
- h. Review significant findings prepared by the independent auditors and the University's internal audit functions together with management's responses thereto.

~~18-17.~~ Review management's analysis of significant financial reporting issues and practices prior to the issuance of the financial statements.

~~19-18.~~ Consider the effectiveness of the University's internal control system, including information technology security and control.

Compliance Oversight

~~20-19.~~ Assist the Board of Regents with oversight of the University's compliance with laws and regulations. This includes requiring management to inform the Committee regarding the system(s) for monitoring compliance with laws and regulations and the results of any significant investigations.

~~21-20.~~ Obtain regular updates from management and the General Counsel regarding compliance matters.

~~22-21.~~ Establish procedures for the receipt, retention, and treatment of complaints received by the University regarding accounting, internal accounting controls, or auditing matters, and the confidential, anonymous submission by University employees of concerns regarding questionable accounting or auditing matters.

~~23-22.~~ Review the process for communicating the legal and ethical standards of conduct to the University's personnel and for monitoring compliance therewith.

Reporting and Recommendations

~~24-23.~~ Review and reassess the adequacy of the Committee's charter as necessary.

~~25-24.~~ Prepare and report to the Board of Regents (i) with respect to such matters as are relevant to the Committee's discharge of its responsibilities, and (ii) with respect to such recommendations as the Committee may deem appropriate. The report to the Board of Regents may take the form of an oral report by the chairperson of the Committee or any other member of this Committee designated by the Committee to make this report.

Meetings

The Committee shall meet no less frequently than once each fiscal quarter to discuss with management the annual audited financial statements and quarterly financial statements, as applicable. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. The Committee should meet separately periodically with management, the CAE and the independent auditors to discuss any matters that the Committee or any of these persons or firms believe should be discussed privately. The Committee may request any officer or employee of the University, of the University's General Counsel's Office or independent auditors to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee. Members of the Committee may participate in a meeting of the Committee by means of conference call or similar communications equipment by means of which all persons participating in the meeting can hear each other. The Committee shall maintain minutes of meetings of the Committee.

Resources and Authority of the Audit Committee

The Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the authority to select, retain, terminate, and approve the fees and other retention terms of special or independent counsel, accountants or other experts, as it

deems appropriate. The Committee may be vested with other specific powers and authority by resolution of the Board of Regents. The University shall provide for appropriate funding, as determined by the Committee, for payment of (i) compensation to the independent auditors for the purpose of rendering or issuing an audit report, (ii) compensation to any advisors employed by the Committee, and (iii) ordinary administrative expenses that are necessary or appropriate for carrying out the duties of the Committee.

Performance Self-Evaluation

~~26-25.~~ The Committee shall perform a review and evaluation, as necessary, of the performance of the Committee. The Committee shall conduct such evaluations and review in such manner as it deems appropriate.

~~27-26.~~ Annually confirm to the Board annually that all responsibilities outlined in the Committee Charter have been carried out.

Risk Assessment

~~28-27.~~ The Committee shall receive, at least annually, at a meeting of the Committee, from the President and Chancellors, the University and campus risk assessments, respectively. The Committee may also request reports from management addressing the risk issues identified, as necessary.

Financial Expert

~~29-28.~~ The method of designating elected Regents to the Audit Committee may not always result in there being a "financial expert", as defined by Sarbanes-Oxley, on the Committee. As a result, the Committee may by a majority vote appoint a financial expert. This person will:

- a. Be in the judgment of the Committee independent of the University;
- b. Be willing to serve on a voluntary basis (with only expenses paid on the same basis as the Board of Regents) for an initial term through December 31, of the year in which such person was appointed, with a maximum of two additional terms of two years, as an ex-officio, nonvoting member and participate in Committee affairs;
- c. Receive all information that goes to the Committee and have access to information and personnel similar to other members of the Committee;
- d. Once appointed, serve the full term. They may only be removed by expiration of their term, absence from more than two meetings in a calendar year, a majority vote of the Board of Regents or voluntary resignation;
- e. Offer advice and counsel to the Committee to fulfill the financial expert attributes;
- f. Sign and abide by a confidentiality, non-disclosure agreement, approved by the General Counsel regarding information received in these efforts; and
- g. Meet the five financial expert attributes designated by Sarbanes-Oxley:
 1. An understanding of GAAP, Government Auditing Standards and financial statements;
 2. The ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves;
 3. Experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues which are comparable to the University's financial statements;
 4. An understanding of internal controls and the procedures for financial reporting; and
 5. An understanding of committee functions.

Disclosure of Charter

This Charter shall be made available on the University's website.

Amendment

Any amendment or other modifications of this charter shall be made and approved by the Board of Regents.

June 1, 2017
Volume 74

Adopted April 24, 2009
Revised December 2, 2010
Revised March 2, 2012
Revised July 18, 2013
Revised April 10, 2015
Revised June 1, 2017 (anticipated date)

ATTACHMENT 5

Addendum IX-A-6

Bylaws of the

_____BYLAWS
OF THE
_____UNIVERSITY OF NEBRASKA-LINCOLN

~~Contains Amendments through July 2011~~

CHAPTER I

~~STRUCTURE OF THE UNIVERSITY OF NEBRASKA-LINCOLN~~
~~STRUCTURE OF THE UNIVERSITY OF NEBRASKA-LINCOLN~~

University of Nebraska-Lincoln

Final Campus Draft - April 14, 2017

Draft Approved by Faculty Senate March 7, 2017

Draft Approved by Association of Students of the University of Nebraska March 15, 2017

Draft Approved by Chancellor, April 3, 2017

Preamble.

The University of Nebraska-Lincoln, chartered by the Nebraska Legislature in 1869, is part of the University of Nebraska system which serves as both the land-grant and the comprehensive public University for the State of Nebraska. The role of the University of Nebraska-Lincoln as the primary intellectual and cultural resource for the State is fulfilled through the three missions of the University: teaching, research, and service.

Nebraska Revised Statutes Chapter 85 establishes the University of Nebraska-Lincoln. It defines the object of the University of Nebraska-Lincoln as affording students, and the residents of the Nebraska, the means of acquiring a thorough knowledge of the various branches of literature, science and arts. The University of Nebraska-Lincoln holds responsibility for operating comprehensive programs of undergraduate instruction, and primary responsibility for operating comprehensive programs of graduate, postgraduate, and professional instruction, research, and public service as authorized by the Board of Regents of the University of Nebraska, except in the health-related disciplines.

The Constitution of the State of Nebraska vests the general government of the University of Nebraska in the Board of Regents of the University of Nebraska, under the direction of the Nebraska Legislature. The Board of Regents prescribes academic policies for the University of Nebraska system in the Bylaws of the Board of Regents, adopted August 20, 1973 and subsequently amended. In exercising its authority, the Board of Regents delegates general authority to carry out the policies and directions of the Board to the President of the University of Nebraska, and through him or her, to the appropriate administrative officers, including the Chancellor and other senior administrative officers of the University of Nebraska-Lincoln, as provided in the Regents Bylaws. The Board of Regents exercises final authority and responsibility for University governance within the bounds fixed by the State Constitution and statutes.

These Bylaws shall establish the structure of the University of Nebraska-Lincoln.

University of Nebraska Lincoln Bylaws

Chapter 1.1

1. Structure of the University of Nebraska-Lincoln

1.1. Authority for University of Nebraska—Lincoln Organization. ~~In accordance with Sections 2.8 and 2.9 of the . The Bylaws of the Board of Regents of the University of Nebraska adopted August 20, 1973 and subsequently amended (hereinafter referred to as Regents Bylaws), the following structure is established for the University of Nebraska—Lincoln (hereinafter referred to as UNL). Reporting relationships not provided by the Bylaws of UNL (hereinafter referred to as ~~these~~the UNL Bylaws) or the Regents Bylaws shall be determined by the Chancellor of UNL ~~who~~(hereinafter referred to as the Chancellor). The Chancellor shall, in cases where the faculty ~~has~~or students have a primary interest, notify the Academic Faculty Senate or the Association of Students of the University of Nebraska (hereinafter referred to as ASUN) in advance of any intention to ~~establish or alter~~modify such reporting relationships, ~~and, in cases where students have a primary interest, notify ASUN in advance of any intention to establish or alter such reporting relationships.~~ In accordance with Sections 2.8 and 2.9 of the Regents Bylaws.~~

~~1.2~~ ~~—————~~ ~~The Chancellor. The chief executive officer of UNL is the Chancellor whose duties, in addition to those prescribed in Sections 2.8 and 2.9 of the Regents Bylaws, shall include responsibility for public relations of UNL. In carrying out the duties prescribed in Sections 2.8 and 2.9 of the Regents Bylaws, and in these UNL Bylaws, the Chancellor shall appoint such staff as are necessary and are approved by the President and the Board of Regents; make provision for adequate communication among administration, faculty, and students; encourage joint planning and effort; and consult regularly with appropriate campus organizations and committees.~~

~~1.3~~ ~~—————~~ ~~Selection of the Chancellor. The Chancellor of UNL shall be selected in accordance with procedures outlined in Section 2.4.2 of these UNL Bylaws.~~

~~1.4~~ ~~—————~~ ~~Interim Chancellor. In the event that the UNL Chancellor shall resign, be incapacitated, be on leave of absence, or otherwise be unavailable to perform the duties of the office, an Interim Chancellor shall be designated by the Board of Regents upon recommendation of the President. The Interim Chancellor shall have all powers, duties, and responsibilities of the Chancellor. When it becomes apparent that an Interim Chancellor is to be designated, the Vice Chancellors and the Presidents of ASUN and the Academic Senate shall immediately seek to consult with the President of the University on the selection of the Interim Chancellor. They shall inform the President if, in their reasoned judgment following consultation with appropriate representatives of their constituent groups, any person tentatively considered for the position is unacceptable.~~

1.2. Vice Chancellors. Administrative Officers.

1.2.1. Chancellor. The Chancellor shall be selected in accordance with Chapter II of the Board or Regents Bylaws and shall have the authority and responsibilities provided by those bylaws. The Chancellor shall be the chief executive officer of the campus and shall exercise such

executive powers as are necessary for the proper governance of the University of Nebraska-Lincoln and for the protection and advancement of its interests in their entirety. The Chancellor shall enforce the regulations and orders of the Board and President and may issue policy memoranda that will be effective throughout the University of Nebraska-Lincoln. Prior to issuing such memoranda, the Chancellor will consult with the Faculty Senate Executive Committee and the ASUN Executive Committee. Such memoranda shall not be inconsistent with the Regents Bylaws or the UNL Bylaws.

1.1.1.1.2.2. Vice Chancellors. The Vice Chancellors shall report to the Chancellor, and shall be selected ~~according to~~ in accordance with the procedures ~~outlined in Section 2.4.2 of these UNL~~ detailed in the Regents Bylaws.

1.2.2.1. 1.5.1—SeniorExecutive Vice Chancellor forand Chief Academic Affairs. ~~The Senior Vice Chancellor for Academic Affairs is the chief academic officer for UNL and also~~ Officer. The Executive Vice Chancellor and Chief Academic Officer serves as the executive officer for the Chancellor in intellectual and academic leader for the campus with the mission of achieving excellence across all parameters. The Executive Vice Chancellor and Chief Academic Officer reports directly to the Chancellor, oversees all academic matters, ~~except as provided in Section 1.5.2, including personnel matters involving the academic administrative staff~~ 2.2.2, and the coordination of academic programs, of curricular change, and of budgeting for the academic programs. As chief academic officer, the Senior Vice Chancellor has responsibility for is the responsible authority in the absence of the Chancellor. In collaboration with the Academic Deans, the Executive Vice Chancellor and Chief Academic Officer will assure pursuit of excellence through oversight of undergraduate teaching and learning; research; creative activities and pursuits; student affairs; graduate mentoring; faculty development, promotion and tenure; resource allocation; strategic planning; and by developing, implementing, and providing leadership for UNL-wide innovative academic policies and practices initiatives that will be recognized as unique signature strengths. As the chief administrative officer for Academic Affairs, the ~~SeniorExecutive~~ SeniorExecutive Vice Chancellor ~~forand Chief Academic Affairs~~ Officer shall be the principal adviser to the Chancellor in matters affecting faculty status, including recommendations for promotion, continuous appointment, reappointment, and nonreappointment for all faculty personnel with the exception of personnel in the Institute for Agriculture and Natural Resources. The UNL academic deans, other than those in the Institute for Agriculture and Natural Resources. ~~If the recommendation of the Chancellor and the Senior,~~ report directly to the Executive Vice Chancellor and Chief Academic Officer. Other entities led by the Executive Vice Chancellor and Chief Academic Officer include Student Affairs and the Vice Chancellor for Student Affairs and the Research and Economic Development and the Vice Chancellor for Research and Economic Development, Academic Services and Enrollment Management (Office of Admissions, Office of the University Registrar, Scholarships and Financial Aid); Career

Services; Education Abroad; Exploratory & Pre-Professional Advising Center; First-Year Experience & Transition Programs; International Student & Scholar Office; Jeffrey S. Raikes School of Computer Science & Management; Nebraska Educational Television; Online and Distance Education; Public Policy Center; Undergraduate Education Programs; and the University Honors Program. The Executive Vice Chancellor shall meet with the Faculty Senate at least once during the academic year.

Vice Chancellor for ~~Academic Affairs differs from the recommendation of a dean or director with respect to matters of faculty status, the Chancellor shall so inform the President and the Board of Regents. The Senior Vice Chancellor for Academic Affairs is the official designated to implement actions of the Academic Senate taken in accord with Section 2.13.1(e) of the Regents Bylaws. The Senior Vice Chancellor for Academic Affairs shall serve as the principal administrative officer for UNL in the short-term absence of the Chancellor.~~

~~1.1.1.1.1.2.2.2. 1.5.2~~ Vice Chancellor for Agriculture and Natural Resources. The Vice Chancellor for the Institute of Agriculture and Natural Resources. The Vice Chancellor for the Institute of Agriculture and Natural Resources shall be the chief administrative officer for of the Institute for Agriculture and Natural Resources; The Vice Chancellor for the University of Nebraska Institute of Agriculture and Natural Resources shall be responsible for providing leadership for all agricultural and natural resources affairs in the University of Nebraska as they involve the Office of the Chancellor of UNL the University of Nebraska-Lincoln and the President and the Board of Regents of the University of Nebraska; and. He or she shall coordinate agricultural, natural resources, and related matters of UNL the University of Nebraska-Lincoln. As senior agricultural and natural resources administrator in the University of Nebraska, the Vice Chancellor and the Chancellor of the University of Nebraska-Lincoln shall, together with the Chancellor, provide advice and counsel to, and assist the President and the Board of Regents of the University of Nebraska in agricultural, natural resources, and related matters. The Vice Chancellor for the Institute of Agriculture and Natural Resources shall serve as the executive officer for the Chancellor in all matters involving the personnel, budgets, and programs included within the Institute for of Agriculture Sciences and Natural Resources, including the academic programs of the College of Agriculture Sciences and Natural Resources, provided that he/she. The Vice Chancellor for the Institute of Agriculture and Natural Resources shall coordinate with the Senior Executive Vice Chancellor for and Chief Academic Affairs shall be responsible for coordinating those academic programs with others at UNL in order to provide for ensure the consistency of academic policies and procedures, and curricula throughout UNL. The Vice Chancellor for the Institute of Agriculture and Natural Resources shall be the principal adviser to the Chancellor in matters affecting faculty status, including recommendations for promotion, continuous appointment, reappointment, and nonreappointment, non-reappointment, for all personnel in the Institute for of Agriculture and Natural Resources. If the recommendation of the Chancellor and The Vice Chancellor differs from for the recommendation of the Institute of a dean or director,

~~the Chancellor~~Agriculture and Natural Resources shall ~~so inform~~meet with the ~~President and~~Faculty Senate at least once during the ~~Board of Regents~~academic year.

~~1.1.1.2.1.2.2.3.~~ 1.5.3—~~Vice Chancellor for Business and Finance.~~Vice Chancellor for Business and Finance. The Vice Chancellor for Business and Finance serves as the chief business and fiscal officer of UNL. The Vice Chancellor shall be responsible for the submission of budgets in proper form, for the administration of all budgets, accounting, and payroll, the receipt and disbursement of all funds, supervision of accounting for all research and other grant funds, auditing, financial system development and the preparation of all financial reports as required by the Board of Regents, the State of Nebraska, and the U. S. government. The Vice Chancellor shall also be responsible for the administering of all capital construction projects, custodial and maintenance aspects of the buildings, grounds, and equipment of the Lincoln campuses and outstate activities, the procurement of all supplies and materials, all inventory functions, security and parking, non-~~academic~~ personnel and fringe benefits, and all special business services. The business operations of all auxiliary enterprises of UNL shall be subject to approval by the Vice Chancellor for Business and Finance. He ~~or~~ she shall execute contracts and agreements as directed by the Board of Regents.

~~1.1.1.3.1.2.2.4.~~ 1.5.4—~~Vice Chancellor for Student Affairs.~~ The Vice Chancellor for Student Affairs serves as the executive officer in non-~~academic~~ matters relating to student life at UNL. Within this context, this officer has a major responsibility for offering to the students educational, intellectual, residential, recreational, and cultural programs and for developing a climate of community on the campus. The Vice Chancellor shall also develop and administer a series of services aimed at supporting the academic mission of UNL. ~~Such services relate to admissions, records and registration, scholarships and financial aid. In those matters directly related to academic affairs, he/she shall be guided by decisions of the faculties of the various colleges in the exercise of their powers under Section 2.10 of the Regents Bylaws. Those agencies reporting to the Vice Chancellor for Student Affairs include Office of Multicultural Affairs, University Health Services, University Housing, Academic Services, Student Involvement, Nebraska Unions, the Office of Campus Recreation, Career Services Center, Services for Students with Disabilities, Greek Affairs, and Student Judicial Affairs.~~

~~1.1.1.4.1.2.2.5.~~ 1.5.5—~~Vice Chancellor for Research.~~ and Economic Development. The Vice Chancellor for Research and Economic Development serves as the executive officer in matters relating to research at UNL, except as provided elsewhere in Section 1.5.2 the UNL Bylaws. This officer shall have the responsibility for developing a productive climate for research throughout UNL, serving as liaison with State and

Federal agencies, facilitating cooperative research with industry and other universities, fostering the transfer of UNL developed technology to commercial use and administering UNL-wide research related programs. The Vice Chancellor shall develop and administer policies for competitive grants and contracts through the Research Grants and Contracts Office and licenses and agreements ~~through the Office of Technology Transfer as designated by the Vice Chancellor (currently NUtech Ventures).~~ The Vice Chancellor will be responsible for policies related to indirect cost budgeting and allocation. Additionally, the Vice Chancellor shall encourage scholarly publication through the University Press and the acquisition and exhibition of scholarly collections through the University of Nebraska State Museum. The Vice Chancellor will administer University policies for such regulatory committees assigned to that office by the Chancellor.

~~1.6 The Colleges. Colleges at UNL shall be organized and governed subject to the provisions of Sections 2.10 through 2.11 of the Regents Bylaws. Deans of colleges shall be chosen in accordance with Section 2.4.2 of these UNL Bylaws.~~

~~1.2.2.6. Vice Chancellor for Information Technology and Chief Information Officer. The Vice Chancellor for Information Technology and Chief Information Officer will lead overall strategic technology and data initiatives and operations at UNL. This includes campus-wide responsibility for aligning academic and administrative information technology and data analysis efforts with institutional goals. This position also includes responsibility for recommending and implementing governance processes and performance metrics to ensure that information technology investments deliver high value in support of the campus mission. This position is responsible and accountable for providing the most effective, innovative and cost effective technology and data intelligence services for academic and administrative operations and new initiatives.~~

~~1.2.3. Colleges and Academic Units. Colleges and Academic Units at UNL shall adopt rules and policies governing the administration of their unit. Such rules and policies shall be published. Such rules and policies shall be consistent with the Regents Bylaws, the UNL Bylaws, and the rules and policies of any administrative unit of which it is a part. Rules and policies that may impact the status of students, faculty, or staff of the unit are effective only if approved by the requisite Vice Chancellor and the Chancellor. Each College shall adopt by-laws for its management and operation. Such bylaws shall become effective on approval of the requisite Vice Chancellor and the Chancellor.~~

~~1.1.1.5.1.2.3.1.~~ The following colleges are established at UNL: The College of Agricultural Sciences and Natural Resources, the College of Architecture, the College of Arts and Sciences, the College of Business-Administration, the College of Engineering and Technology, the Hixson-Lied College of Fine and Performing Arts, the College of Education and Human-Resources and Family Sciences, the College of

Journalism and Mass Communications, and the College of Law, ~~and the Teachers College.~~

~~1.6.1 Continuing Studies. For administrative and governance purposes, the Division of Continuing Studies shall be considered equivalent to a college, and the chief administrative officer shall be the Dean of Continuing Studies who shall report to the Senior Vice Chancellor for Academic Affairs. The Division of Continuing Studies of UNL shall assist in the planning and delivery of continuing education programs and provide services to the part-time student clientele not in residence at the institution.~~

~~— The Division of Continuing Studies may establish a revolving fund for tuition and fees to help defray the expenses of its program.~~

~~1.6.2 Graduate Studies. Graduate Studies at UNL shall be organized and conducted pursuant to the rules and bylaws of the Graduate College at the University of Nebraska. In accordance with Section 2.4.2, the Senior Vice Chancellor for Academic Affairs shall appoint a Dean of Graduate Studies who shall be responsible for coordinating and administering graduate-level programs and policies at the University of Nebraska-Lincoln. The UNL Dean of Graduate Studies, reporting to the Senior Vice Chancellor for Academic Affairs, shall also maintain a close liaison relationship with the Executive Dean of the Graduate College of the University of Nebraska. The governance of graduate programs that are principally lodged at UNL shall be by and through the graduate program committees and the UNL Graduate Council, in accordance with the authority delegated to these bodies by the Executive Graduate Council of the University-wide Graduate College.~~

~~1.6.3 Summer Sessions. The Summer Sessions shall operate as an integral part of a continuing year-round program at UNL. The Director of Summer Sessions, reporting to the Senior Vice Chancellor for Academic Affairs, shall have general responsibility for providing leadership and for developing and administering the Summer Sessions budget, instructional program, and activities program, subject to the provisions of Sections 1.5.3 and 1.5.4. The Director shall be responsible for administering policies recommended by the Summer Sessions Advisory Committee, composed of college deans and other appropriate administrative officers, and approved by the Chancellor.~~

~~— Department chairs and deans of the colleges participating in Summer Sessions shall serve in their usual administrative capacities, including making recommendations for budget and program development and implementation. Faculty members may participate in and receive compensation for Summer Session activities in accord with Sections 3.3.1 and 3.4.4 of the Regents Bylaws.~~

~~1.1.1.6.1.2.3.2. 1.7~~ The Institute of Agriculture and Natural Resources. The Institute shall include the College of Agricultural Sciences and Natural Resources, Agricultural Research Division, the Cooperative and Nebraska Extension Division, and the Conservation and Survey Division. Governance of the Institute shall be by its faculty; and ~~each of the above units shall be headed by~~ a dean, director, or other chief administrative officer shall head each of the above units.

~~1.1.1.6.1.1.2.3.2.1. 1.7.1~~ College of Agricultural Sciences and Natural Resources.
Degree granting programs within the Institute shall be within the College of Agricultural Sciences and Natural Resources.

~~1.7.2~~ Agricultural Research Division. For administrative and governance purposes, the Division shall be considered equivalent to a college. Programs of research shall be administered through established departments or units within the Institute, departments within the College of ~~Human Resources~~ Education and ~~Family~~ Human Sciences, or other units of UNL, and through district research and extension centers.

~~1.1.1.6.2.1.2.3.2.2.~~ The Dean ~~and Director~~ of the Agricultural Research Division shall have administrative responsibility for developing and executing cooperative research program relationships with colleges, departments, and other units of the University of Nebraska, and with such other state and federal agencies, industries, and organizations as may be consistent with the most effective conduct of its program.

~~1.7.3~~ ~~Cooperative Nebraska~~ Extension ~~Division~~. For administrative and governance purposes, ~~the Cooperate Nebraska~~ Extension ~~Division~~ shall be considered equivalent to a college. Programs of ~~the Cooperative Nebraska~~ Extension ~~Division~~ shall be administered through established departments or units within the Institute, the College of ~~Education and Human Resources and Family~~ Sciences, or other units of UNL, district research and extension centers, extension program units and counties.

~~1.1.1.6.3.1.2.3.2.3.~~ The Dean ~~and Director~~ of ~~the Cooperative Nebraska~~ Extension ~~Division~~ shall also have administrative responsibility for developing and executing cooperative extension programs concerning agriculture, natural resources, and human resources and family sciences with other units of the University of Nebraska, and with such other state and federal agencies, industries, and organizations as may be consistent with the most effective conduct of its program.

Graduate Studies. Graduate Studies at UNL shall be organized and conducted pursuant to the rules and bylaws of the Graduate College at the University of Nebraska.

~~1.7.4~~ ~~Conservation and Survey Division. The Division shall be responsible for developing knowledge and understanding relative to conservation and use of Nebraska natural resources as defined by statute. The Division is authorized to enter into agreements with local, state, and federal agencies as may be necessary to carry on cooperative surveys and investigations subject to the Regents Bylaws.~~

~~1.2.3.3. 1.8~~ In accordance with these UNL Bylaws, the Executive Vice Chancellor and Chief Academic Officer shall appoint a Dean of Graduate Studies who shall be responsible for coordinating and administering graduate-level programs and policies at the University of Nebraska-Lincoln. The UNL Dean of Graduate Studies reports to the Executive Vice Chancellor and Chief Academic Officer. The governance of graduate programs that are principally lodged at UNL shall be by and through the graduate program committees and the UNL Graduate Council, in accordance with

the authority delegated to these bodies by the Executive Graduate Council of the University-wide Graduate College.

~~1.1.2.1.2.4.~~ Academic Departments. The structure and administration of academic departments shall be in accordance with ~~Section 2.1 of the Regents Bylaws. In cases where a search committee is not utilized to select a department chair, pursuant to Section 2.4.2 of these UNL Bylaws, the dean shall rely heavily upon the advice of the departmental faculty in selecting a new department chair. Continuation of the appointment of a department chair shall be in accord with Sections 2.3.2.1 of these UNL Bylaws.~~ the Regents Bylaws.

~~1.9~~ ~~Other Academic Units.~~

~~1.9.1~~ ~~The University of Nebraska--Lincoln Libraries.~~ The University of Nebraska-Lincoln Libraries report to the ~~Senior Executive Vice Chancellor~~ for and Chief Academic Affairs Officer. The Libraries shall be headed by a dean who shall have administrative authority for all budget and personnel recommendations affecting all UNL Libraries except for the Law Library, which reports to the Dean of the Law College. ~~The Dean of Libraries shall be selected in accordance with Section 2.4.2 of these UNL Bylaws. The dean shall consult regularly with the Academic Senate.~~

~~1.1.3.1.2.5.~~ All collections purchased or owned by the UNL Libraries, including those housed in separate libraries, shall be a part of the UNL Libraries, under the supervision of the Dean of Libraries, except for the Law Library. Subject to the approval of the Chancellor, separate branch libraries may be maintained as part of the UNL Libraries to serve the particular needs of the departments, schools, colleges, or institutes. Regulations for all UNL Libraries shall be subject to approval by the Dean of Libraries.

~~1.9.1.1~~ ~~The University Archives.~~ The University Archives is the depository for University records having research or historical value ~~and includes.~~ The Archives may hold the professional and personal papers of ~~members~~ Members of the Board of Regents, members of the academic and administrative staffs, and records of faculty and student organizations that may be given to the University for preservation and use.

~~No official University records shall be discarded or destroyed by any University officer or employee except as authorized by the~~ Regents/Regent Bylaws, any provision of these, the UNL Bylaws, or by the Records Management Act.

~~1.1.3.1.2.5.1.~~ ¹ The University Archivist, reporting to the Dean of Libraries, is responsible for the identification and systematic transfer of inactive official records ~~to~~ in the Archives.

~~1.1.4.1.2.6.~~ ~~1.9.2~~ Other Programmatic Units. The following are among the programs which have their own role and mission statements which include cooperation with

¹ The Records Management Act is codified at Nebraska Revised Statutes 84---1201 – 84---1228.

academic programs at the University of Nebraska-Lincoln: UNL Art Galleries, University Press, and ~~the University of Nebraska-Lincoln Television. Educational Telecommunications.~~

~~1.1.4.1.1.2.6.1. 1.9.2.1~~ ~~The University of Nebraska--Lincoln Art Galleries.~~ The ~~Galleries~~galleries shall be the depository of art objects ~~of art~~ belonging to UNL. ~~They shall be managed by Directors or~~ curators ~~or directors who shall prescribe regulations for their governance. These materials shall be made available for teaching, research, and interpretation,~~shall manage the ~~results of which shall be communicated to the University community and the general public through publication, interpretive display, and educational programming.~~ ~~The curator or galleries.~~ The director or curator shall be responsible for the acquisition, preservation, and care of all art ~~collections~~objects belonging to UNL and shall arrange for appropriate exhibitions. These materials shall be made available for teaching, research, and interpretation.

~~1.1.4.2.1.2.6.2. 1.9.2.2~~ ~~The University of Nebraska State Museum.~~ The University of Nebraska State Museum reports to the Vice Chancellor for Research and Economic Development. The State Museum shall be the depository of the University for specimens and related literature documenting the natural history and cultural heritage of Nebraska, the Great Plains, and whatever other areas are deemed suitable. Said specimens shall be maintained as a public trust and curated and preserved in an appropriate Museum division. These materials shall be made available for teaching, research, and interpretation, the results of which shall be communicated whenever possible to the scientific community and general public through publication, interpretive display, and educational programming. The Director of Museums shall be responsible for the acquisition and care of all Museum collections and shall arrange for appropriate exhibitions.

~~1.9.2.3~~ ~~The University of Nebraska Press.~~ The University of Nebraska Press may publish scholarly works and works of historical and literary significance consistent with its mission as an academic publisher and a major publisher of books about Nebraska and the Great Plains region. The Press will be administered by a Director consistent with the policies and procedures of the Board of Regents and in accordance with the provisions of the Regents Bylaws and statutes of the State of Nebraska. ~~The Director shall be responsible for the administration of the Press and shall be selected in accordance with Section 2.6 of these UNL Bylaws.~~

~~1.1.4.3.1.2.6.3.~~ ~~_____~~ The Press shall obtain copyright in the name of the Board of Regents of the University of Nebraska on all new titles published. Copyrights may be assigned with the approval of the Vice Chancellor for Business and Finance.

~~1.9.2.4~~ ~~The University of Nebraska-Lincoln Television. The University of Nebraska-Lincoln Television program shall be headed by a Director who is administratively responsible for the programming, operation, and maintenance of UNL telecommunications facilities, and~~

~~related activities such as the Great Plains National Instructional Television Library and Closed Circuit Instructional Television. The Director shall cooperate with the academic programs of the University in support of educational uses of the television medium.~~

~~1.10~~ ~~Campus Wide Academic Committees~~

~~1.1.5.1.2.7.~~ ~~1.10.1~~ Academic Planning Committee. To facilitate performance of the duties of the Chancellor specified in Sections 2.8 and 2.9 of the Regents Bylaws and Section 1.2 of these UNL Bylaws, and to enable the faculty governing body to act upon matters specified in Section 2.12.1 of the Regents Bylaws, an Academic Planning Committee is hereby created.

~~1.10.1.1~~ Membership. The Academic Planning Committee shall consist of ~~eighteen~~nineteen members as follows: (a) eight faculty members elected as provided by the ~~Academic~~Faculty Senate to staggered three-year terms. These members shall represent biological sciences;~~;~~ business, education, and social sciences;~~;~~ physical sciences;~~;~~ and arts and humanities with no more than ~~three~~two from ~~a single college~~each discipline area as defined by the Faculty Senate Syllabus of Campus Wide Committees; (b) one non-tenure track faculty member elected by the Faculty Senate from any discipline area to serve a three-year term, (c) one faculty member at large selected by the UNL Graduate Council to serve a three-year term; (~~ed~~) two academic deans selected by the Chancellor to serve three-year terms; (~~d~~)e a designee of the President of the Faculty Senate, who is typically the immediate past chair of the APC; (~~ef~~) one undergraduate student as selected by the President of ASUN and one graduate/professional student as selected by the President of ASUN; (~~f~~) ~~the Director of Institutional Research and Planning for UNL who shall serve as secretary~~the Graduate Student Assembly; (g) the ~~Senior~~Associate to the Chancellor for UNL; (h) ~~the Executive~~ Vice Chancellor for Academic Affairs;~~(h and Chief Academic Officer~~; (i) the Vice Chancellor for the Institute of Agriculture and Natural Resources, and (ij) the Vice Chancellor for Research ~~as an ex officio non-voting member.~~

~~1.1.5.1.1.2.7.1.~~ ~~_____~~ ~~and Economic Development. The Committee shall be comprised of eighteen members in any year in which a qualified non-tenure track nominee is not available and willing to serve. The Committee shall select its chair from among its faculty members; and the Graduate Council representative. All Committee members shall vote on all motions.~~

~~1.1.5.2.1.2.7.2.~~ ~~1.10.1.2~~ Responsibilities. The Academic Planning Committee is charged with the following responsibilities:

- A. ~~_____~~ ~~A.~~ The Committee shall formulate and recommend to the ~~Academic~~Faculty Senate, to the Colleges, and to the Chancellor, goals for UNL in the areas of education (resident and extension), research, and service. These goals shall be coordinated with the responsibilities assigned to UNL as part of the structure under the control of the President of the University of Nebraska and the Board of Regents. The Committee shall engage in university-wide planning. The Committee shall, from time to time, review ~~the~~all stated goals

and recommend modifications when appropriate. The Committee has the responsibility to approve or disapprove all new and revised academic programs.

~~B.~~ The Committee shall recommend action to achieve the goals of UNL. In carrying out this duty the Committee shall recommend procedures whereby new and existing academic programs may be studied and evaluated on a continuing basis. This study and evaluation shall include, but not be limited to:

B. ~~(i)~~ the need for, and the goals of, the identified programs in terms of their relationship to the needs and goals of the State of Nebraska, the University of Nebraska, and the people affected by the programs; (ii) the resources available to meet the needs and goals identified in (i) above; and (iii) the resources not available, but necessary, to meet the needs and goals identified under (i) above.

~~(ii) the resources available to meet the needs and goals identified in (i) supra;~~

~~(iii) the resources not available, but necessary, to meet the needs and goals identified under (i) supra.~~

~~C.~~ ~~The Committee shall review with the~~ Chancellor or ~~the~~ appropriate Vice Chancellors ~~the Comprehensive Facilities Plan, the campus master land-use plan, and facilities needs~~ Chancellor shall review with the Committee relevant campus physical planning documents as they relate to academic ~~and support~~ program goals.

C. ~~D.~~ ~~In carrying out its duties, needs and education research and service goals, and~~ the Committee shall ~~utilize all relevant information (including budget data) and expertise inside and outside the University of Nebraska~~ make recommendations.

~~E.~~ The Committee shall concern itself with goals, needs, and resources for a future period as long as is prudent and reasonable in view of the information and advice available.

D. ~~F.~~ The Committee is empowered to recommend approve or disapprove proposed new academic programs and changes in existing programs, including elimination. The Committee shall promulgate and follow procedures agreeable to the Academic Faculty Senate ~~and~~ ASUN, guaranteeing that, before and the Graduate Student Assembly. Before a change or elimination of a program is recommended, all persons connected to, or

affected by, the program shall have access to all relevant information (including detailed budget data) and shall have an opportunity and a reasonable time to present data and opinions for the Committee to consider. In addition, the Committee shall ~~recommend~~work with administration and affected parties to determine an effective date for implementation of program changes or elimination which will permit a reasonable period of time for persons to prepare for changes in, or elimination of, programs which affect them. In particular, notice of termination shall be in accord with Sections 4.4.2 and 4.12 of the Regents Bylaws. As particular reductions are considered, rights under academic tenure ~~should~~shall be protected.

- E. ~~_____G._____~~ Changes or elimination of existing programs shall include time and opportunity for existing personnel to qualify for a position in another program within the University whenever this requirement will not materially interfere with UNL achieving in full measure the goals of education, research, and service.

~~1.1.5.3.1.2.7.3. _____ 1.10.2~~ Collegiate Academic Planning. The Academic Planning Committee shall encourage academic planning within the colleges and other units of UNL on a continuing basis through joint faculty-administrative-student action. The ~~Academic Planning~~ Committee shall ~~be represented on all Academic Program Review teams~~receive and ~~shall comment on the~~ review ~~process~~academic plans originating at the college-level and ~~visiting team report to the appropriate vice chancellor above,~~ as available, and may provide feedback and recommendations.

~~1.2.7.3.1. _____ 1.10.3~~ Academic Program Reviews. The Academic Planning Committee ~~shall be represented on all Academic Program Review teams and the representative shall provide a formal report to the Committee, including comments on the review process and visiting team report to the appropriate vice chancellor.~~

~~1.1.5.4.1.2.7.4. _____~~ Financial Exigency. Financial exigency is a bona fide situation of such serious and widespread proportions, caused by financial circumstances beyond the control of UNL, that normal operations cannot be maintained and UNL programs must therefore be significantly altered.

Financial exigency for UNL shall be declared by the Board of Regents based upon a recommendation by the Chancellor in consultation with President. The Chancellor's recommendation shall be made only after all relevant information bearing upon the problem has been made available to the Academic Planning Committee following the procedures described in the Procedures to be Invoked for Significant Budget Reallocations and Budget Reductions (Adopted by the Academic Senate on December 8, 1992 and ASUN on February 10, 1993), and operating as the Financial Exigency Committee described in Regents Policy 4.2.11.

~~1.1.5.4.1.1.2.7.4.1.~~ The Academic Planning Committee shall assist the Chancellor in seeking remedies for a financial exigency. Such remedies may include elimination of faculty, staff, and administrative positions. Recommendations by the Academic Planning Committee for such elimination shall be governed by the Procedures to be Invoked for Significant Budget Reallocations and Reductions. Persons affected by a declaration of financial exigency under Section 4.16 of the Regents Bylaws shall have the right to appeal to the appropriate grievance committee, or to the Academic Rights and Responsibilities Committee pursuant to Section 4.14 of the Regents Bylaws.

~~1.10.4~~ ~~Teaching Council.~~ The Teaching Council shall have major responsibility for the encouragement and support of efforts to improve instruction and learning at all levels at UNL. Funds appropriated specifically for improvement of instruction and learning and made available to the Council by the Chancellor shall be expended with the advice of the Teaching Council.

~~1.10.4.1~~ ~~Membership.~~ The Teaching Council shall consist of the Senior Vice Chancellor for Academic Affairs (or designee), the Director of the Teaching and Learning Center, two members chosen by the collegiate deans, six members appointed by the President of the Academic Senate from a list of nominees provided by the Committee on Committees, and four students appointed by ASUN, including at least one graduate student. Members shall be chosen in such a manner as to represent the spectrum of instructional programs at UNL as widely as possible, and no more than three members may be persons who hold administrative positions of department chair or higher.

~~1.10.5~~ ~~Research Council.~~ The major purpose of the Research Council shall be to encourage and support research, scholarly activity and creative activity at UNL. The major functions and responsibilities of the Council are, thus, to promote the search for funds for support of research, to advise the Vice Chancellor for Research on research policies, programs and procedures, and to review all research policies, programs and procedures. The Vice Chancellor for Research shall regularly consult with the Research Council. The Council shall participate with the Vice Chancellor for Research in decisions affecting matters within the purview of the Research Council. The Council may recommend to the Chancellor and the Board of Regents summer research appointments for faculty members. The Council shall also be responsible for the distribution of funds allocated to it to support research, creative activity, and scholarly activity.

~~1.10.5.1~~ ~~Membership.~~ The Research Council shall consist of twelve faculty members on Continuous Appointment whose research, scholarly activity, or creative activity is recognized at the national level. Three shall be selected from each of the following areas: biological sciences, physical sciences, social sciences, and humanities. Members shall be appointed by the President of the Academic Senate, in consultation with the Vice Chancellor for Research, to three-year staggered terms. Appointments shall be made from a list of nominees, designating at least two for each position, that is prepared by the Academic Senate Committee on Committees upon advice of the Vice Chancellor for Research. The Research Council shall elect one of the faculty members as chair. The Vice Chancellor for Research, or designee, shall serve as a non-voting executive secretary.

~~1.1.6.1.2.8. 1.11~~—Department of Intercollegiate Athletics.~~The Department of Intercollegiate Athletics shall be headed by a~~ A Director appointed by and reporting to the Chancellor and approved by the President and the Board of Regents shall head the Department of Intercollegiate Athletics. The Director is responsible for intercollegiate athletic programs, related service functions, and the maintenance and use of intercollegiate athletic facilities on the Lincoln campuses. The Director shall be responsible for compliance with all appropriate internal and external rules and regulations relating to intercollegiate athletics. In carrying out his ~~or~~ her duties, the Director ~~consults~~ shall consult with an appropriate committee of the ~~Academic~~ Faculty Senate.

CHAPTER II

GENERAL CONDITIONS OF
EMPLOYMENT FOR PROFESSIONAL STAFF

2.1 — Standards — Chapter 2

2. Standards. The faculty of each administrative subunit of UNL, in cooperation with the appropriate administrative officers, shall define the academic policies and objectives of their programs and the responsibilities of the professional staff, ~~as defined in Section 3.1.1 of the Regents Bylaws,~~ in achieving these goals: as provided in the Regents Bylaws. The standards of performance ~~so defined by each individual subunit~~ shall not ~~contravene~~contradict those discussed in ~~Sections 2.1.1 and 2.1.2 below these UNL bylaws.~~ Any statements of expectations and standards established by any subunit shall be published and made available to all employees affected by them.

- 2.1. ~~2.1.1~~ — Standards of Faculty Performance. The overall standard for UNL is a faculty of the highest quality and dedication to higher education. The faculty as a whole must contribute to the ~~University's scholarly~~University's tripartite mission of teaching, research, and service to the State of Nebraska and the University community, although ~~an individual a faculty member~~ may concentrate more in one individual area ~~than in others of the mission.~~

- 2.1.1. ~~2.1.1.1~~ — Teaching Standards. Faculty members whose responsibilities include classroom teaching are expected to maintain high academic standards. They must maintain competence in their respective fields through creative and scholarly activities. They must be willing to undergo responsible evaluation by peers and by students, and to be guided by the results ~~toward self-improvement of such evaluations.~~ They must conduct ~~their teaching themselves~~ in accordance with ~~Section 4.1 of any additional obligations provided by~~ the Regents Bylaws.

- 2.1.2. ~~2.1.1.2~~ — Research Standards. Faculty members whose responsibilities include research are expected to assemble the results ~~in~~of their efforts in a publishable form. Scholarly and creative activities of the faculty that are not amenable to publication may result in performances, recitals, exhibitions, and similar activities. ~~Research and scholarly activities must be evaluated by one's peers.~~

- 2.1.3. ~~2.1.1.3~~ — Extension and Service Standards. Faculty members whose ~~duties~~responsibilities include direct service to the state, such as extension work, are expected to keep abreastinformed of current developments in their fields. They must be accurate and fair in their presentations to the public.

2.1.4. ~~2.1.2~~ — Standards for Administrative Performance. The administrator of any program is responsible for the effective operation of that program. It is the ~~administrator's~~ administrator's responsibility to work with the staff to establish realistic objectives for the program (~~that are~~ in harmony ~~congruence~~ congruence with the ~~total~~ overarching mission of UNL), and sound policies for realizing those objectives. Each administrator shall provide for annual evaluations of ~~his/her professional~~ their entire staff ~~and of any non-professional employees in the program~~. An administrator must demonstrate competence in personnel relations, in program development and operation, and ~~in~~ the management of funds.

2.2. ~~2.2~~ — Rights of Professional Employees.

2.2.1. ~~2.2.1~~ — Faculty Rights. ~~Faculty members.~~ Faculty Members are entitled to all rights provided in the Regents Bylaws, ~~in~~ these UNL Bylaws, and ~~in~~ under applicable federal and state laws.

2.2.2. ~~2.2.2~~ — Administrative Rights. A person appointed to an administrative position shall be appointed as a special appointment, ~~as~~ designated ~~provided~~ in Section 4.4.1 of the Board of Regents Bylaws. During such service, the person does not hold tenure as an administrator, but tenure attained pursuant to ~~Section 4.4.3 of~~ the Regents Bylaws shall remain unaffected by the appointment to an administrative position.

2.3. ~~2.3~~ — Evaluation of Professional Employees.

2.3.1. ~~2.3.1~~ — Faculty Evaluation. Pursuant to ~~Section 4.6 of~~ the Regents Bylaws, ~~and these UNL Bylaws~~, each college, school, department, or division, as appropriate, shall establish a procedure for annual review of its faculty.

~~2.3.2~~ — Administrative Evaluation.

2.3.2. ~~2.3.2.1~~ — Annual Evaluation. Each administrative officer shall undergo annual ~~evaluations of performance~~ evaluations, conducted by ~~that officer's~~ the officer's immediate superior. ~~Such evaluations shall include factual statements and opinions from a wide variety of sources within the campus community, including the appointee's superior or superiors, peers, subordinates, and students and faculty where appropriate. Either the appointee or the immediate superior may include facts and opinions from other sources.~~ supervisor.

~~The results of the annual evaluations shall be used for professional improvement in performance, salary adjustment, and alteration of status including termination of the administrative appointment. The results shall be communicated to the appointee and shall be deemed confidential and subject to Section 1.4.4 of the Regents Bylaws and~~

~~Sections 2.5 through 2.5.4 of these UNL Bylaws. The appointee shall be given the opportunity to respond in detail on the evaluation.~~

~~2.3.3~~ Cumulative Performance Review: Administrative positions differ in scope and responsibility and the procedures for cumulative performance reviews will vary accordingly. The cumulative performance review shall be conducted in accordance with the following principles, and standards of administrative performance ~~delineated,~~ described in ~~the~~these UNL Bylaws. These principles and standards will also apply to units other than academic units to ~~the~~whatever extent appropriate. The principles are:

~~1.~~ (1) The supervisor for each administrative officer subject to this policy shall establish the review period of each incumbent. Ordinarily the review period shall be five years, but review periods ~~for initial appointments may be a shorter period may vary as~~ circumstances dictate. Individuals reporting to the incumbent should be made aware of the review period. In preparation for the review, the incumbent shall prepare a report ~~to~~for the supervisor of ~~(:~~ a) the incumbent's past and current objectives and the success in achieving ~~these~~such objectives, and ~~(b)~~ the incumbent's future objectives and proposed plan for achieving these objectives, including the officer's success in achieving diversity within the unit. (2) The report or a summary of the report will be made available to the faculty, students, and staff of the unit and to such others in a position to observe, evaluate, and offer information relevant to the incumbent's performance.

~~2.~~ (3) The supervisor shall solicit information and comments regarding the incumbent's performance from the faculty, students, and staff of the unit, and from such others in a position to observe, evaluate, and offer information relevant to the incumbent's performance. Each person shall be encouraged, on the basis of ~~these~~the aspects of performance that they have directly observed, to suggest how the incumbent could improve performance, to give examples of outstanding performance, and to comment on whether the incumbent should be retained in his or her administrative office. The information solicited towards this end will be collected anonymously. In addition, the supervisor shall invite a representative committee of faculty from the incumbent's unit to provide a written analysis of the incumbent's performance.

~~3.~~ This information will also be collected anonymously. Once the supervisor has collected and reviewed all of the information with the incumbent, the supervisor shall meet with the unit's representative committee. In that meeting the supervisor shall review the procedures utilized in conducting the evaluation, the scope of the supervisor's inquiry (including such information as the number of individuals from each group who participated in the evaluation, and a listing of any other additional sources of information used in evaluating the incumbent's performance. ~~(Nothing in this section shall permit the supervisor to disclose the identity of any individual providing information or any information that may be confidential.)~~

~~In addition, if (4) If~~ the incumbent is reappointed, the supervisor shall discuss ~~with the committee~~ the goals and expectations ~~established with~~for the incumbent ~~to be accomplished during the incumbent's next term. In the event that.~~ If the incumbent is not reappointed, the supervisor shall discuss ~~with the committee the supervisor's~~their expectations ~~for~~of the incumbent's successor with the committee, and the characteristics to be sought in ~~the~~a successor.

2.3.2.1. (5) The ~~evaluation and the decision whether or not to continue~~supervisor bears sole responsibility for evaluating the incumbent ~~in, or~~and is empowered to

~~reappoint~~decide whether the incumbent ~~to his or her administrative appointment is the responsibility of the supervisor~~should be reappointed. Reappointment of the incumbent following the periodic review requires a letter from the supervisor formalizing the action. The individuals who were invited to participate in the review will also be informed of the action.

2.4. ~~2.4~~—Selection of Professional Employees.

2.4.1. ~~2.4.1~~—Selection of Faculty. The primary responsibility for filling an established vacancy on the faculty rests with the department, school, or division in which the vacancy exists. The faculty recommendation shall be forwarded from the department chair to the Dean or Director, to the ~~cognizant~~appropriate Vice Chancellor, and from the Vice Chancellor, ~~(with that officer's recommendation (if so recommended))~~ to the Chancellor. If a faculty recommendation does not receive ~~higher~~ administrative approval, the reasons for such a denial shall be reported to the department as provided in ~~detail pursuant to Section 2.10 of the Regents Bylaws.~~

2.4.2. ~~2.4.2~~—Selection of Administrators. The selection of administrative positions at UNL shall comply with the intent of Section 2.1 of the relevant Regents Bylaws ~~setting forth the interrelationships of the Board of Regents, the Administration, the Faculty, and the Student Body and Section 2.5 of the Regents Bylaws specifically providing for selection of Chancellors, Vice Chancellors, Deans and equivalent positions.~~

2.5. ~~2.5~~—Major Senior Administrative Positions.

~~2.4.3. 2.5.1.~~ 2.5.1. The administrative positions or their equivalents subject to this section are~~includes~~: the Chancellor, the Vice Chancellors, College Deans, the Dean of Graduate Studies, the Dean of the Libraries, ~~the Dean of Continuing Studies~~, and the Directors of the Agricultural Research ~~Division, Cooperative Divisions, the Nebraska~~ Extension ~~Division, the~~ Conservation and Survey ~~Division, University Divisions, Nebraska~~ Educational ~~Television Telecommunications~~, and Intercollegiate Athletics.

~~2.5.2.6.~~ 2.5.1—Vacancies in Senior Administrative Positions. When a vacancy occurs in any of the ~~above positions, within 90 days~~ Senior Administrative Positions (except for Chancellor), the Chancellor or ~~the~~ Vice Chancellor responsible for initiating the appointment shall establish a search advisory committee, which shall prepare a list of ~~acceptable and qualified~~ candidates. The name of the person recommended for the position must appear on the list.

~~2.5.1. 2.6.1.~~ 2.5.2—Vacancies in Vice Chancellor or Dean Positions. Whenever a vacancy occurs in a senior administrative position at the level of ~~vice chancellor or dean, and assuming Vice Chancellor or Dean, if~~ the position is to be refilled, the appropriate selecting officer shall ~~promptly~~ appoint a search advisory committee to assist ~~the selecting officer~~

in the search for suitable candidates to fill the position. ~~The size, composition of, and representation on each advisory committee. The selecting officer shall be determined by the selecting officer.~~ The selecting officer shall determine the size and membership of the search advisory committee in consultation with the ~~elected heads~~ leaders of ASUN and the ~~Academic Faculty~~ Senate, ~~provided that each.~~ The advisory committee shall include representatives ~~off from~~ from the ~~principal constituencies with which that the position in question interacts.~~ administrator will oversee. The faculty members shall constitute a plurality of the committee. In making appointments to an advisory committee ~~of faculty and student representatives from within the major administrative unit of which the position in question is a part,~~ the selecting officer shall choose from lists ~~of provided by the~~ faculty and students submitted by through the ~~Academic Faculty~~ Senate and ASUN ~~respectively,~~ provided that each such list shall be prepared in consultation consult with the selecting officer and shall contain a number of ~~names~~ individuals which is at least twice the number the number of representatives that will be appointed to be chosen the committee. With approval from the Chancellor, deviations to the outlined process are allowable for targeted searches or other reasonable situations.

~~2.5.3~~ 2.5.3 ~~Actions of the Search Advisory Committee.~~ Actions of the Search Advisory Committee. The selecting officer shall designate one of the members of the search committee to serve as ~~its chair.~~ Chairperson of the committee. The committee shall develop rules of ~~procedures,~~ procedure and ascertain the nature of the position to be filled ~~and its as well as the desired~~ and its as well as the desired qualifications, ~~and shall make these matters, and for the full position.~~ and shall make these matters, and for the full position. The membership and procedures of the advisory committee, shall be made available to the public.

~~2.5.1.1-2.6.1.1.~~ 2.5.1.1-2.6.1.1. ~~_____~~ _____ A search advisory committee shall solicit and receive ~~suggestions and recommendations for filling the position~~ comment from all sources ~~including Regents, Administrators, Faculty, Students, and the Public.~~ general public. The search advisory committee ~~shall~~ should be ~~allowed~~ afforded sufficient time and resources to ~~make~~ undertake a ~~thorough search and full deliberation~~ comprehensive exploration, but the work of the committee shall proceed without undue delay.

~~2.5.1.2-2.6.1.2.~~ 2.5.1.2-2.6.1.2. ~~_____~~ _____ ~~2.5.4~~ 2.5.4 ~~Search Committee Conflict of Interest.~~ Search Committee Conflict of Interest. Any search advisory committee member ~~seriously considered~~ under serious consideration for appointment to the position that is the subject of the committee should either resign ~~from the committee,~~ or withdraw their name from further consideration. ~~for the vacancy.~~

~~2.6.2.7.~~ 2.6.2.7. ~~2.6~~ 2.6 ~~Other Administrative Positions.~~ Other Administrative Positions. For other administrative posts which involve academic or policy ~~making~~ making functions and responsibilities, including ~~department chair~~ Department Chair and Head, the selection procedure ~~used~~ utilized shall be analogous to that of UNL Bylaws Section 2.4.2 except that ~~a less formal procedure,~~ informal procedures may be substituted, when agreed upon by the faculty and administration ~~involved, may be substituted in a specific situation.~~

~~2.7.2.8. 2.7~~—New Senior Administrative Positions. Whenever the creation of a new ~~academiesenior~~ administrative position is ~~being considered~~under consideration, the Chancellor shall consult with the Academic Faculty Senate and ASUN as to whether ~~or not~~ the ~~new~~ position is desirable, and whether ~~or not~~ the position should be filled ~~in accordance with the provisions of Section 2.4.2 of these UNL Bylaws~~.

~~2.8.2.9. 2.8~~—Temporary Administrative Appointments. When conditions necessitate ~~doing so~~, an interim administrative position may be ~~filled temporarily~~selected without using the formal search procedures ~~by a person in an interim capacity. However, this section may not be used to circumvent normal search procedures~~ described ~~above in these UNL Bylaws~~. An interim administrator has all the powers and ~~responsibilities~~duties of a permanent appointee, and may be a candidate for ~~the permanent position~~appointment to the position. ~~However, this section may not be used to circumvent normal search procedures~~.

~~2.9.2.10. 2.9~~—Information ~~About~~about University Personnel.

~~2.9.1.2.10.1. 2.9.1~~—University Personnel Defined. “University Personnel” means all persons ~~included within the definitions contained in Sections 3.1 through 3.1.3, inclusive, of the Regents Bylaws defined as such by the Regents Bylaws~~.

~~2.9.2.2.10.2. 2.9.2~~—Collection of University Personnel Information. UNL shall collect, retain, and release information about University Personnel only if the information is necessary for the operation of the University of Nebraska.

~~2.9.3.2.10.3. 2.9.3~~—Limitations on Collection of Information Regarding Religious or Political Beliefs of University Personnel. UNL shall not collect, retain, or release any information about University Personnel which pertains to a ~~person's~~person's religious or political ~~views~~beliefs, or to membership in, or association with, any organization by means of which a person exercises religious or political ~~views, or to membership in, or association with, any organization by means of which a person exercises religious or political rights~~beliefs.

~~2.9.4.2.10.4. 2.9.4~~—Release of Information about University Personnel. Information about University Personnel necessary for the operation of the University of Nebraska shall not be released to any person employed by, or connected with, UNL unless the information is necessary for the person to whom the information is released to perform his ~~or~~ her University duties, ~~nor~~. ~~However, in no event can such information be released~~ without knowledge of providing notice to the person to whom the information pertains. ReleaseAny release of information to ~~members of~~ the Board of Regents shall be performed in accordance with ~~Section 1.4.4 of~~ the Regents Bylaws.

~~2.9.5.2.10.5.~~ ~~2.9.5~~—Limitations on Dissemination of Information about University Personnel to the Public. Information about University Personnel other than matters within the public domain shall not be released to any person not employed by, or connected with, UNL without the express consent of the person, or persons, to whom the information pertains.

~~2.9.6.2.10.6.~~ ~~2.9.6~~—Collection of Information about University Personnel for Governmental Research Purposes. Nothing in these UNL Bylaws shall prevent the collection, retention, and release of information about University Personnel where such information is needed for governmental research and analysis if the identity of the person, or persons, to which the information pertains is not disclosed.

~~2.9.7.2.10.7.~~ ~~2.9.7~~—Confidentiality of Information about University Personnel. Nothing in these UNL Bylaws shall interfere with, or deny in any way, the confidential nature of University Personnel records specified in ~~Section 1.4.4 of the Regents Bylaws,~~ or deny, or affect in any way, the privilege of any person to redress rights granted by any applicable law or by these UNL Bylaws.

~~2.9.8.2.10.8.~~ ~~2.9.8~~—Inspection Rights. Each person included within the term "University Personnel," as defined ~~in Section 2.9.1 above,~~ shall have a right to inspect and make copies of any information pertaining to him, ~~or~~ her, and shall have the right to respond in writing to such information and to have such response attached to the information. This shall include, but is not limited to, any and all information, and evaluative commentary, used in any form of personnel evaluation and the identity of persons with access to this information. Further, except as explicitly allowed for in the Guidelines for the Evaluation of Faculty, no anonymous material may be included in such information.

~~allowed for in the Guidelines for the Evaluation~~Destruction of Faculty, ~~no anonymous material may be included in such information.~~

~~2.9.9.2.10.9.~~ ~~2.9.9~~—Information about University Personnel. The UNL Chancellor ~~or~~ designee and the Corporation Secretary of the University of Nebraska shall promulgate rules pertaining to the destruction of information no longer needed for the operation of ~~the University of Nebraska-Lincoln~~UNL, and the custodian of such information shall effect its destruction in accordance with such rules.

CHAPTER III ~~FACULTY GOVERNMENT~~

~~3.0~~ —

3.1. Faculty Government

3.1.1. Purpose. The purpose of this chapter is to establish a process by which the faculty may participate with the administration in the formulation of educational policy and governance as provided in Sections 2.12 and 2.12.1 of the Bylaws of the Board of Regents of the University of Nebraska.

3.1.2. ~~3.1~~ — Organization. The powers of the faculty shall be exercised by the Academic Faculty Senate and UNL Assembly established by this chapter.

3.1.3. ~~3.2~~ — UNL Assembly. There shall be established the UNL Assembly to provide a formal setting for discussion of UNL matters involving faculty and administrators.

3.1.3.1. ~~3.2.1~~ — Composition. The UNL Assembly shall comprise: (1) Assistant professors ~~Tenure and above, and those tenure-track faculty members~~ with equivalent rank, holding Continuous or Specific Term appointments an FTE of 0.5 FTE or greater; and (2) Assistant professors, lecturers, senior lecturers ~~Non-tenured track faculty members including Lecturers, Senior Lecturers, Professors of Practice, Research Professors, and above, and those with equivalent rank, Extension Educators~~ holding an FTE or 0.5 FTE or greater ~~Special Appointments~~ and having three successive academic years of paid faculty service ~~at any professorial rank at UNL;~~ ~~(3) the Chancellor, Vice Chancellors, and all administrators who hold continuous appointments or appointment for a specific term.~~

3.1.3.2. ~~3.2.2~~ Meetings of the Assembly. Meetings of the Assembly can be convened on seven ~~days~~ days' notice by the Chancellor, the President of the Academic Faculty Senate, a petition by one hundred members of the Assembly, or a majority vote of the Academic Faculty Senate. A meeting may be convened with three ~~days~~ days' notice, if called jointly by the Chancellor and the President of the Academic Faculty Senate. Any call to a meeting must specify the issue or issues to be considered.

3.1.3.3. ~~3.2.3~~ Procedures and Powers. The discussion at meetings of the Assembly shall be informational and deliberative. The Assembly has the following powers relating to matters covered under section 2.12.1 of the Bylaws of the Board of Regents:

- A. ~~— A. —~~ It may refer the matter for consideration to the Academic Faculty Senate, appropriate campus wide committees or administrators.

B. ~~B.~~ It may order a referendum by mail ballot of all members of the Assembly. The adoption of a position by referendum by a simple majority of those members of the Assembly voting on that issue supersedes any action taken by the AcademicFaculty Senate.

3.1.4.3.3—UNL AcademicFaculty Senate. There shall be established a UNL AcademicFaculty Senate with the powers specified in section 2.12.1 of the Bylaws of the Board of Regents of the University of Nebraska.

3.1.4.1. ~~3.3.1~~ Composition. The UNL AcademicFaculty Senate shall comprise: Members of the Assembly elected for staggered terms of three years by constituencies described in ~~3.31.4.5(a).~~ A candidate for election to the AcademicFaculty Senate must be a member of the constituency he/she seeks to represent, a member of the UNL Assembly and have at least three years ~~service at UNL. The Vice Chancellors and three Deans shall be ex officio non voting members. The Deans shall be selected by the Chancellor from among those Deans responsible for faculty and shall serve staggered terms of three years of service at UNL.~~

3.1.4.2. ~~3.3.2~~ Participation by Non Members. Faculty and administrators who are not members of the Senate, the managerial/professional staff, the office/service staff, and students shall have the right to request the President of the Senate to place matters on the agenda of the AcademicFaculty Senate, and to participate in the resulting discussion.

3.1.4.3. ~~3.3.3~~ Meetings. The Senate shall have nine regular monthly meetings during the academic year. The terms of elected members and officers commence and terminate at the last meeting of the academic year. Special meetings of the AcademicFaculty Senate may be called with seven ~~days~~ days' notice by the President of the AcademicFaculty Senate, the Chancellor, any ten elected members of the Senate or any fifty members of the Assembly. The President shall preside at all meetings.

3.1.4.4. ~~3.3.4~~ Attendance. Elected members of the Senate who miss more than three meetings in a Senate year may be removed from membership of the Senate by action of the Secretary with the approval of the President.

3.1.4.5. ~~3.3.5~~ Electoral Constituencies. ~~Every other year At~~ At the February meeting ~~of even numbered years,~~ the Senate shall consider and act on a report, developed by the Secretary of the Senate ~~and recommended by the Committee on Committees,~~ proposing the apportionment of Senate seats according to the following guidelines:

- A. ~~A.~~ Each department with five or more members of the Assembly shall have one seat, those with more than twenty-five shall have two seats and those over fifty shall have three seats.
- B. ~~B.~~ Colleges not subdivided into academic departments and each of the research and extension district and/or centers shall be treated as a single department.
- C. ~~C.~~ A department with four or fewer members shall be linked with one of closely related interests, after appropriate consultation with the departments in question.
- D. ~~D.~~ The faculty of a department with two or more seats shall decide whether separate constituencies should be established within the department and, if so, how they shall be constituted.
- E. ~~E.~~ No Assembly member may belong to more than one constituency. A member associated with more than one department shall vote in the department designated on the personnel action form as the home department.

3.1.4.6. ~~3.3.6~~ Conduct of Elections. Beginning in the week following the February meeting the Secretary of the Senate shall conduct elections. Nominations from a particular electoral constituency must be made in writing by an Assembly member from that constituency with the consent of the nominee. The voting shall be by secret ballot. In order to be elected, a nominee must receive the votes of more than fifty percent of the persons voting. In the event no person receives this requisite number of votes, the Secretary shall hold a run-off election between the two nominees receiving the most votes in the first ballot. A tie in the second ballot shall be broken by lot. ~~The election of members shall be completed by the 15th of April.~~

3.1.4.7. ~~3.3.7~~ Interim Elections. When an elected member ceases to serve in the Senate, the procedures for electing a replacement for the remainder of the term shall follow those in 3.3.6 and commence within fifteen days of the seat becoming vacant.

~~3.3.8~~ ~~Vacancies in the Ex-Officio Seats. Vacancies in the ex-officio positions shall be filled by the Chancellor within thirty days of the seat becoming vacant.~~

3.1.4.8. ~~3.3.9~~ Election of Officers. At the last meeting of the year, the Senate shall elect from among its members a President-Elect who shall take office as President at the end of

one year. The Senate shall also elect one of its members to serve as Secretary of the Senate for a term of one year.

3.1.4.9. ~~3.3.10~~ Executive Committee Composition. The Executive Committee of the Senate shall be composed of the President, President-Elect, Immediate Past President, the Secretary and nine ordinary members. The ordinary members, who serve staggered terms of three years, must be members of the Senate at the time of their election. They shall be elected by the members of the Senate at the ~~May~~last April meeting. Any member of the Executive Committee whose term as an elected member of the Senate has expired shall become an ex officio voting member of the Senate until the term on the Executive Committee expires. No more than four members of the Executive Committee can be from one college or IANR. At least one member from IANR must be an Extension Educator, at least one member must be a non-tenure track faculty member other than an Extension Educator, and at least one member must be a tenure-track/tenured faculty member, if qualified nominees are available.

3.1.4.10. ~~3.3.11~~ Duties of the President.

A. ~~A.~~ The President shall be the chief representative of UNL Assembly to the Campus and System Administrations, the Board of Regents and the State.

B. ~~B.~~ The duties of the President in addition to those specified ~~in sections 3.2.2, 3.3.3, 3.3.4 and 3.4~~above shall include:

- 1) ~~(a)~~ Serving as the chair of all meetings of the Executive Committee.
- 2) ~~(b)~~ Arranging the agendas for the ~~Academic~~ Senate in consultation with the Chancellor, Vice Chancellors and the Executive Committee.
- 3) ~~(c)~~ Ensuring that motions of the Senate that require response are brought promptly to the attention of the appropriate administrators or committees, and that the responses are reported back to the Senate as expeditiously as possible.
- 4) ~~(d)~~ Dealing with any matter of importance to the Faculty. The President may delegate duties to the officers or other suitable faculty members, and may establish ad hoc committees in consultation with the Executive Committee.

C. ~~C.~~ In the absence of the President, the President-Elect shall assume the duties of the President.

3.1.4.11. ~~3.3.12~~ Duties of the Executive Committee. The Executive Committee shall act for the faculty between meetings of the Senate and the Assembly. The Executive Committee shall meet with the Chancellor of the University of Nebraska-Lincoln at least twice per month, except that one of these meetings may be waived by mutual consent if the Chancellor appears and answers questions at the regular meeting of the Senate for that month. The Executive Committee shall advise and otherwise assist the Chancellor in carrying out all the duties and administrative functions specified in Section 2.8.1 and 2.8.2 of the Bylaws of the Board of Regents of the University of Nebraska. The Executive Committee shall report to the Senate about such meetings and receive instructions from the Senate concerning the position of the faculty relating to the operations of the University.

A. — The Executive Committee shall also meet with the ~~Senior Executive~~ Vice Chancellor ~~for and Chief Academic Affairs Officer~~ at least ~~twice a month~~ monthly, and shall advise and otherwise assist the ~~Senior Executive~~ Vice Chancellor and Chief Academic Officer in carrying out the duties and functions specified in Section 1.52.2.1 of the Bylaws of ~~the University of Nebraska-Lincoln, UNL~~. The Executive Committee shall meet with the Vice Chancellor for the Institute of Agriculture and Natural Resources at least ~~bimonthly~~ monthly and shall advise and otherwise assist the Vice Chancellor in carrying out the duties and functions specified in ~~Section 1.5.2 of the~~ these Bylaws of ~~the University of Nebraska-Lincoln, UNL~~ particularly with regard to academic matters, items affecting the relationship of IANR with other academic units, and concerns affecting academic personnel within the Institute of Agriculture and Natural Resources.

~~3.4~~ — Academic Rights and Responsibilities Committee. The Academic Rights and Responsibilities Committee (ARRC) and its responsibilities are created by the University of Nebraska-Lincoln ~~Academic Faculty~~ Senate, ~~can be found in its Syllabus of Committees, as required by the University of Nebraska Regents Bylaws~~ and are approved by the University of Nebraska Board of Regents.

~~3.4.1~~ — ~~ARRC - Foundational Instruction.~~

~~3.4.1.1~~ — ~~Informational and Quasi-Judicial Responsibilities.~~

3.1.5. ~~3.4.1.1.1~~ — The ARRC has significant responsibility in ensuring that faculty members and administrators are appropriately apprised of rights, responsibilities, principles and procedures pertaining to matters of professional relationships.

3.1.5.1. ~~3.4.1.1.2~~ — The ARRC has primary responsibility to ensure and to arrange an appropriate investigation or hearing when concerns or problems arise between a faculty member and the university and/or when problems related to academic freedom and tenure, ~~grievance and~~ professional conduct, and other grievances occur in the professional relationships ~~between~~among faculty members and others in the University community, as stated in the ARRC Syllabus and the Bylaws of the Board of Regents.

3.1.5.2. ~~3.4.1.2~~ — Other Responsibilities of the ARRC.

A. ~~3.4.1.2.1~~ — To determine whether and to what extent recommendations of Special Committees convened by the chair of ARRC to hear particular cases have been acted upon, and to report on the status of ARRC cases to the President of the AcademicFaculty Senate;

~~3.4.1.2.2~~ — To provide for an effective process in representing the academic rights and responsibilities of the faculty;

B. ~~3.4.1.2.3~~ — including, but not limited to, those related to suspension in anticipation of dismal and cancellation of presentations by properly invited speakers;
To act with respect to matters of general policies concerning academic freedom and tenure;

C. ~~3.4.1.2.4~~ — To recommend actions to appropriate bodies in order to ensure academic rights and responsibilities of faculty members;

D. ~~3.4.1.2.5~~ — To communicate to all members of the University community appropriate channels for conveying and dealing with concerns about actual or perceived violations of faculty rights and responsibilities;

E. ~~3.4.1.2.6~~ — To propose to the AcademicFaculty Senate changes in operating procedures and guidelines for each of the Special Committees in accord with relevant provisions of the Bylaws of the Board of Regents;

F. ~~3.4.1.2.7~~—To submit committee minutes and make an annual report to the ~~Academic~~Faculty Senate, while maintaining confidentiality concerning individual cases.

3.1.6.~~3.5~~—Senate and Other Campus-Wide Standing Committees. The Senate shall publish annually a Syllabus of Senate and other campus-wide standing committees. The ~~Academic~~Faculty Senate shall have power to modify the number and charges of Senate Committees at any time. The President of the Senate shall appoint a member of the Senate as a non-voting member to every standing, campus-wide committee that lacks a representative from the Senate.

3.1.7.~~3.6~~—Amendments. In addition to the provisions of Chapter ~~VII~~ of these UNL Bylaws, any amendments to this chapter on Faculty Governance must be approved by a majority of the members of the Assembly voting in a mail ballot ordered either by the Assembly in accord with Section 3.~~21~~.3 above or by a two-thirds majority of those voting in a vote of the Senate.

CHAPTER IV

STUDENTS

Chapter 4.0

4. Responsibilities and Rights of Students.

4.1. Subject to the provisions of ~~Chapter V of~~ the Regents Bylaws, students enrolled at UNL shall have rights and responsibilities provided for in "The Student in the Academic Community," the "~~Student Records Policy,~~" and ~~the~~ "The Student Code of Conduct and Disciplinary Procedures," as published in the academic bulletins of the University of Nebraska-Lincoln. The Vice Chancellor for Student Affairs, in consultation with appropriate student representatives, shall develop and/or keep current these documents, including rules governing student conduct, discipline, and activities and shall codify, publicize, keep current, and make available copies of said documents and rules to students and interested parties. Disciplinary procedures shall expressly provide for the minimum procedural guarantees specified in ~~Section 5.4 of~~ the Regents Bylaws.

4.1.1. ~~4.0.1~~ Student Information. All students at UNL shall have the responsibility to provide the Office of ~~Registration and Records~~ the University Registrar with accurate information as designated in ~~Section 5.6 of~~ the Regents Bylaws and such other information as may be required, subject to the approval of the ~~Vice-Vice~~ Chancellor for Student Affairs. Policies for release of information about students must be consistent with the provisions of ~~Section 5.6.1 of~~ the Regents Bylaws.

4.2. ~~4.1~~ Authorization for Student Government. Pursuant to ~~Section 2.13 of~~ the Regents Bylaws, the Association of Students of the University of Nebraska (ASUN) is the official representative of the student body of UNL.

4.2.1. ~~4.1.1~~ Powers of ASUN. The Association of Students of the University of Nebraska (ASUN) is hereby empowered to adopt a Constitution and Bylaws for governance of ASUN and for securing and achieving the objectives and powers of the Association. The Constitution and Bylaws shall be subject to approval by the Board of Regents.

~~4.2.2. 4.1.2~~ Requirements of ASUN Constitution. The Constitution of ASUN, shall: (a) ~~establish~~ Establish the general governmental structure, powers, and responsibilities; identify the person, persons, or groups constituting each unit of the structure; specify the process by which the person, persons, or groups are selected and the terms of office; (b) ~~guarantee~~ Guarantee that the governmental structure is responsive to the students of UNL through periodic electoral procedures; and (c) ~~provide~~ Provide powers and procedures, related to: (i) recognizing

1) Recognizing and regulating other student organizations and activities; (ii) organizing

- 2) Organizing and managing student rallies and migrations; ~~(iii) furthering~~
- 3) Furthering the general welfare of the students of UNL; ~~(iv) functioning~~
- 4) Functioning as a liaison between the students and the Board of Regents, the administration, the faculty, the state legislature, and the public; ~~(v) adopting~~
- 4)5) Adopting policy statements on public issues and on issues affecting students of the University of Nebraska ~~Lincoln; (vi) the budgeting and expenditure of funds over which ASUN has jurisdiction; and (vii) appointing student representatives to campus-wide committees and boards for which student representation is provided. Lincoln;~~

- 6) ~~4.2~~ The budgeting and expenditure of funds over which ASUN has jurisdiction; and,
- 7) Appointing student representatives to campus-wide committees and boards for which student representation is provided.

4.3. Student Publications. Student publications financed in whole or in part by fees collected from all students at UNL shall be managed by the Student Publications Board, constituted as provided in ~~Section 4.2.1 below these UNL Bylaws~~ and possessing the powers, duties, and responsibilities provided in ~~Section 4.2.2 below these UNL Bylaws~~.

4.3.1. ~~4.2.1~~ Student Publications Board. The Student Publications Board shall be composed of five students, two members of the faculty, and two professional journalists from outside the University. The Chancellor shall appoint the students from a list generated by ASUN and shall appoint the faculty members from a list generated by the Academic Faculty Senate. The professional journalists shall be appointed by the Chancellor.

4.3.2. ~~4.2.2~~ Powers, Duties, and Responsibilities of the Publications Board. The Board shall hire the editor and business manager of each student publication under its jurisdiction, and a part-time professional journalist to advise the publication's editor and staff. The Board shall meet at least quarterly and shall specifically concern itself with the observance of the canons of professional ethics followed generally in the professional journalism field in Nebraska. The Board may create an executive board to assist with routine problems occurring between the meetings of the committee. Any executive board shall have at least two student committee members, one faculty member, and the professional adviser described in ~~Section 4.2.3 below these UNL Bylaws~~. The Board may select ex-officio members to meet with it, but they shall possess no right to vote. The Board shall act as nearly like a publisher of the publication as its nature will permit. The Board shall serve as a liaison between student publications and their university constituencies, paying particular attention to complaints against and access to student publications.

4.3.3. ~~4.2.3~~ Duties of the Part-Time Professional Adviser. The adviser hired by the Board shall have no censorship powers but shall provide advice on ethical questions presented by the staff of the student publication, and shall offer post-publication criticism. The adviser shall prepare the agenda for committee meetings and provide information and recommendations to the Board.

4.4. ~~4.3~~—University Program and Facilities Fees and Student Organizational Funds.

~~4.3.1~~—University Program and Facilities Fees (UPFF-~~University Program and Facilities Fees~~). University Program and Facilities Fees as established by action of the Board of Regents shall be divided into two funds by the Chancellor. That portion of the UPFF designated to pay for debt services, staff salaries, maintenance of facilities and related expenses, and those additional items designated by the Chancellor, shall be budgeted separately with emphasis upon continuing support. These collective expenditures shall be known as the “Fund B” portion of UPFF.

4.4.1.—That portion of UPFF designated by the Chancellor for activities managed by student groups shall be budgeted separately and identified as the “Fund A” portion of UPFF. The annual budget requests developed by eligible student agencies shall be analyzed by the ASUN-established Committee for Fee Allocations (CFA). The CFA shall then recommend specific agency allocations for the coming fiscal year to the ASUN Senate in the form of appropriation bills. ASUN shall enact appropriation bills for “Fund A” no later than March 1 of each year. ~~The~~The Vice Chancellor for Student Affairs shall represent the ASUN appropriation bills to the Chancellor and provide advice regarding the final “Fund A” appropriations and fee assessments to be set by the ~~Chancellor~~Chancellor.

~~4.3.2~~—Custody and Accounting of Student Organizational Funds. The Vice Chancellor for Student Affairs shall designate a person to receive and act as custodian of all monies collected by or paid to ASUN and all student organizations recognized by the ASUN in accordance with ~~Section 4.1.2~~these UNL Bylaws. The Vice Chancellor for Student Affairs in cooperation with the Vice Chancellor for Business and Finance shall issue appropriate rules and regulations to ensure the proper accountability of such funds and shall have the authority to audit or have audited these funds. All student organizations with accounts handled pursuant to this section shall be assessed a fee for the cost of administration.

4.4.2.—Student organizations operating under the aegis of the ~~Student~~Student Publications Board are permitted to establish independent arrangements for the management of their financial affairs, as long as these arrangements are approved in advance by the Student Publications Board and an annual audit prepared by a Certified Public Accountant is submitted annually to the Student Publications Board and to the Vice Chancellors for Student Affairs and Business and Finance. The Vice Chancellors for Student Affairs and Business and Finance shall jointly have the authority to conduct, or have conducted, a special audit of such an organization if they believe that the ~~organization's~~organization's audit does not permit them to fulfill their financial oversight responsibilities.

4.5. ~~4.4~~—Regulations Pertaining to Living Units. The Vice Chancellor for Student Affairs, in consultation with appropriate living unit governing bodies, shall provide guidelines under which each living unit may establish rules and regulations pertinent to its operation subject to the Regents Bylaws.~~The~~The Residence Hall Association shall advise the Vice Chancellor for Student Affairs and the Chancellor on all matters pertaining to the quality and costs of residence hall life. The Interfraternity Council and/or the Panhellenic Association shall advise the Vice Chancellor for Student Affairs and the Chancellor on all matters pertaining to the

recognition of fraternities and sororities and the requirements under which they may be permitted to operate university-approved living units.

- 4.6. ~~4.5~~—Nebraska Unions. The administrative head of the Nebraska Unions at UNL shall be advised by a Union Board composed of students, faculty, and staff on matters of operation and program activity.

CHAPTER V

~~BUSINESS, FINANCE, AND PROPERTY~~

~~5.1~~

5. Authority to Issue Regulations.

~~4.7.5.1.~~ Rules and regulations pertaining to the business functions, property management, purchasing, and non-academic personnel shall be issued by the Vice Chancellor for Business and Finance with the approval of the Chancellor subject to the limitations herein provided.

~~4.7.1.5.1.1.~~ ~~5.1.1~~ Custody of Property. All University of Nebraska property at UNL, both real and personal, wherever located, shall be under the custody of the Vice Chancellor for Business and Finance who shall be responsible for the same except as provided for in ~~Section 6.3 of the Regents Bylaws.~~

~~4.7.2.5.1.2.~~ ~~5.1.2~~ Use of UNL Property. No University of Nebraska property belonging to UNL shall be put to private use except as permitted under ~~Section 3.4.5 of the Regents Bylaws~~ and further provided that this section shall not preclude the use of such property in connection with research or other academic activities.

~~4.7.3.5.1.3.~~ ~~5.1.3~~ Expenditure of University Funds for Property. No funds of the University shall be expended for the purchase of property or services except as they are approved by the Vice Chancellor for Business and Finance or in accordance with procedures authorized by the Vice Chancellor for Business and Finance.

~~5.1.4~~ ~~Assignment of Classrooms and Teaching Laboratories. The Vice Chancellor for Business and Finance shall provide annually a descriptive list of all classrooms and teaching laboratories at UNL. The Vice Chancellor for Student Affairs shall develop each semester and summer session the classroom and laboratory schedule.~~

~~5.2~~ ~~Management of Facilities. The development of plans for campus facilities, specific program statements and design documents to implement approved facility planning, and the construction, renovation, and management of facilities shall be under the administration of the Vice Chancellor for Business and Finance.~~

~~4.8.5.2.~~ ~~5.3~~ UNL Campus Police Committee. This committee shall assist (i) in the determination of codes of ethics in the enforcement of campus security regulations and policies on violations thereof; and (ii) in an advisory role in the selection and review of the chief police officer analogous to the faculty input on administrative evaluation and review.

~~4.8.1.5.2.1.~~ _____ The UNL Campus Police Committee shall consist of two faculty members appointed by the President of the ~~Academic~~Faculty Senate, two students appointed by ASUN, one administrator appointed by the Chancellor, and two employees selected by the office and service staff of UNL.

~~RELATIONS TO OTHER BYLAWS AND RULES~~

5.6. Relations to Other Bylaws and Rules. Nothing in these UNL Bylaws shall be construed to be in conflict with any applicable law or with the Regents Bylaws. Where anything in these UNL Bylaws conflicts with any Bylaws or Rules of any Institute, College, School, Department, or other subunit of UNL possessing power to enact Bylaws or Rules, the provisions of these UNL Bylaws shall govern anything in any Bylaws or Rules of such Institute, College, School, Department, or other subunit to the contrary notwithstanding.

CHAPTER VII

~~AMENDMENTS~~

~~7.1~~

7. Amendments.

~~5-1-7.1.~~ An amendment to these UNL Bylaws may be initiated by any person or group governed by these UNL Bylaws by filing a written proposal with the Office of the Chancellor stating expressly the words to be added and the words to be deleted. The Chancellor shall lay the written proposal before the ~~AcademicFaculty~~ Senate and ASUN forthwith. Within 90 days the ~~AcademicFaculty~~ Senate and ASUN shall make recommendations pertaining to the proposal to the Chancellor's office. Thereafter, and no later than 60 days after receiving responses from the ~~AcademicFaculty~~ Senate and ASUN, the Chancellor shall transmit the proposal to the Board of Regents. The transmittal shall include the written proposal, and written recommendations received by the Chancellor from the ~~AcademicFaculty~~ Senate and ASUN, and any recommendation the Chancellor may wish to make. The Board of Regents shall not act finally upon the proposal until 30 days after the materials are filed with it, and only after a public hearing has been held. Any amendment must be approved by the Board of Regents and it shall take effect upon the date specified by the Board of Regents.

~~7.2~~ The Corporation Secretary of the Board of Regents shall be responsible for recording any changes to these Bylaws and ~~for updating on an annual basis the Bylaws as published in hard copy or presented on the UNL web page.~~

CHAPTER VIII

~~COLLEGE AND DEPARTMENT BYLAWS — UNL~~

~~Information and copies of College and Department Bylaws can be obtained from the appropriate dean's office and/or departmental office.~~

~~5-2-7.2.~~ publishing accordingly.