MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF MIAMI
AND
THE UNIVERSITY OF WEST FLORIDA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 26th day of February, 2003 by and between the University of Miami, a Florida not-for-profit corporation ("UM") and the University of West Florida Board of Trustees, a public body corporate of the State of Florida ("UWF").

WHEREAS, UM owns a 110-acre archeological and ecological preserve called Little Salt Springs ("LSS"), located in the city of North Port, Sarasota County, Florida, which preserve contains a sinkhole with some of the oldest and best preserved late glacial (circa 10,000 years ago) archeological and paleo-environmental remains known in the United States;

WHEREAS, UM currently conducts research and educational programs at LSS and has been exploring ways to enhance such programs;

WHEREAS, UWF has a strong archeology program and UM and UWF are interested in collaborating with each other to establish a joint academic, research and outreach program (the "Program") based at LSS which will maximize the use of the natural resources at the site, enhance the strengths of both institutions' academic programs and provide unique opportunities for research and public education;

WHEREAS, the parties desire to set forth in this MOU their preliminary understandings regarding the establishment of the Program at LSS, in order that the parties may begin the planning process for the project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Collaborative Effort.** The parties agree that the establishment of the Program at LSS, including the construction of any new facilities, shall be a collaborative effort and that both parties shall work together and utilize their good offices to establish a mutually agreeable Program. Each party agrees to provide the other party with such information about the party as is necessary to further the cause of establishing the Program, subject to applicable laws, rules and regulations. The parties agree that they will establish an Oversight Committee, composed of representatives of each institution, which Committee shall be responsible for overseeing the development and implementation of the Program.
3. **New Facility.** The parties have determined that in order to establish the Program at LSS, the construction of a new facility at LSS, to include (but not be limited to) offices, classrooms, laboratory, dormitory and exhibit space (the "Facility"), is necessary, as the existing facilities are insufficient. The blueprint for the construction of the Facility will be agreed upon by the parties, subject to the availability of funding, programmatic requirements and the condition and nature of LSS. The pre-design, schematic and design development phases for construction of the Facility shall commence as soon as the parties have obtained the funding outlined in Section 4 below.

4. **Funding.** The parties agree that generating funding for the Facility will be a joint effort. In this regard the parties agree as follows:

4.1 The estimated cost for constructing the facility is approximately two million dollars ($2,000,000).

4.2 UM agrees to raise one-half (1/2) of the total costs of construction of the Facility by seeking funds from private, non-governmental donors. UWF agrees to apply for funding for the remaining cost of construction of the Facility from the Alec. P. Courtelis Capital Facilities Matching Trust Fund, as established by Florida Statute s.1013.79, as well as apply for the funding needed to establish an annual maintenance budget when the time to do so is appropriate. As owner of the surrounding grounds at LSS, UM agrees to reasonably assist UWF in such application and shall sign such documents, or take such actions, as are reasonably necessary in order for UWF's application for funding to be granted. The parties agree to work together in order to meet the requirements of 1013.79.

4.3 In order for UWF's application for funding as set forth in Section 4.2 above to be granted, it is understood that UWF shall own the Facility. In addition, UWF will lease from UM, the grounds beneath the Facility for a period not less than fifty (50) years, with ownership of the Facility being retained by UWF. However, the parties agree that such lease shall be contingent upon the Facility being used for such purposes as are consistent with the Program and are agreed upon by the parties. UWF will also have the right to renew such a lease for a period of ten (10) years.

4.4 UWF agrees that in order to assist UM with private fundraising, UWF shall grant to UM UWF's option to name the facility in honor of a donor. Such naming shall be consistent with section 1013.79 F. S.

4.5 In the event that UWF's application for funding as set forth in Section 4.2 above is not granted, or UWF is unable to find alternate sources of funding in order to meet its commitment herein, this Agreement shall be null and void and the parties shall have no further obligation or liability to each other.

4.6 In the event that UM is unable to raise one half (1/2) of the total costs of construction of the Facility, or UM is unable to find alternate sources of funding in order to meet its commitment herein, this Agreement shall be null and void and the parties shall have no further obligation or liability to each other.
5. **Academic Programs.** The parties agree that they will jointly explore and collaborate on ways to integrate the Program at LSS directly into the academic programs at both universities, including but not limited to, enabling students at either university to enroll in existing courses at the other institution; establishing new courses to be offered jointly or individually by either institution; and developing a joint masters programs based on research developed at LSS or in related fields. Any academic programs shall be developed in accordance with and shall be subject to the policies and procedures of both institutions as well as applicable laws, rules and regulations.

6. **Research.** The parties agree that they will jointly explore and collaborate on the research to be conducted at the Facility, including but not limited to, the types of research to be conducted, how it is to be conducted (jointly or by individual institutions) and staffing for such research. The parties shall further agree on ownership rights to such research as well as how the results of such research will be disseminated. The parties shall further explore and discuss the possibilities of grant funding for any such research.

7. **Public Outreach/Education.** The parties agree that public outreach and education is an important component of the Program to be established at LSS. In this regard, the parties agree that a portion of the Facility shall be devoted to an exhibit area, which shall be open to the public, and classrooms to host both credit and non-credit classes for students, alumni and the public. The layout and contents of the exhibit area and classrooms, the terms of the public's access to the Facility, the staffing for the public areas, the curriculum for any classes as well as any other detail related to public outreach/education shall be further agreed upon by the parties. In addition, the parties agree that it may be beneficial for the Program to develop and host a website for LSS designed to attract and educate visitors. The parties shall further negotiate and agree upon the terms of developing and operating such website.

8. **Effective Date; Termination.** This MOU shall become effective upon the date of execution of the last party hereto. Inasmuch as this MOU only reflects the preliminary negotiations and discussions of the parties regarding LSS, either party may terminate its participation in this MOU for any reason by providing the other party with no less than six (6) months written notification of its intention to do so. Once the planning process has progressed further, however, both parties agree that it will be necessary for the parties to sign a more long-term, binding contract setting forth in more detail the agreement between the parties as to the Program and all aspects thereof, including a lease for the grounds beneath the Facility.

9. **Miscellaneous.**

9.1 The parties expressly intend that as to this MOU and the subject matter hereof, the parties shall be independent contractors and that no agent, servant, contractor, or employee of one party shall be deemed an agent, servant, contractor, or employee of the other party. This MOU shall not be construed or deemed to create any rights or remedies of any person not a party hereto.

9.2 Each party to this MOU shall be responsible for complying with all applicable federal, state and local laws, rules and regulations pertaining to this MOU and/or the parties performance of its duties under this MOU.

9.3 This MOU may be modified only with the written consent of both parties hereto.
9.4 Neither party shall use the name and/or logos of the other party without the written consent of the other party. Any written or verbal communications to the media regarding the Program and/or LSS, including but not limited to, press releases, brochures, advertisements, etc., shall be approved in advance by the appropriate representative of both parties.

IN WITNESS WHEREOF, the parties have hereunto signed their names.

UNIVERSITY OF MIAMI

By: ____________________________
Otis B. Brown
Dean, Rosenstiel School of Marine and Atmospheric Sciences

Date: __________________________

By: ____________________________
Sergio Rodriguez
Vice President for Real Estate, Campus Planning and Construction

Date: 2/24/07

UNIVERSITY OF WEST FLORIDA

Approved As To Form And Legality:

By: ____________________________
Dr. Sandra Flake
Provost, UWF

Date: 12/21/06