SUPPLEMENT TO MEMORANDUM OF UNDERSTANDING
Relating to the Joint Utilization of Certain Facilities by University of Florida and the University of West Florida

1. PURPOSE

This Supplement to Memorandum of Understanding (this “Supplement”) is entered into by and between the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (“UWF”), and the University of Florida, for and on behalf of the University of Florida Board of Trustees (“UF”). This Supplement is intended to set forth certain guidelines associated with the use of the University of Florida Research and Engineering Education Facility campus in Shalimar, Florida (the “UF-REEF”), by UWF, as originally detailed in a Memorandum of Understanding dated September 18, 2006 and executed by the parties (the “Original MOU”). The Original MOU is attached hereto as Exhibit A.

2. REIMBURSEMENT FOR USE OF FACILITIES

Pursuant to the Original MOU, UF will provide to UWF certain classroom, laboratory and office space at the UF-REEF. According to the Original MOU, UWF will reimburse UF on a full basis for all space 100% utilized by UWF and on a proportionate basis for all jointly used or shared space. The Original MOU provides that reimbursement to UF may include facilities maintenance, utilities, any costs associated with keeping the facility open beyond scheduled UF-REEF hours, and a prorated share of the cost of heating and cooling the facility, and further provides that UF and UWF will determine the amount and manner of such reimbursement prior to the intended date of use of the space. This Supplement sets forth the amount of the reimbursement and the manner in which UWF will provide such reimbursement to UF.

a.) UF currently pays approximately $150,000 per year ($12,500 per month) for utilities (water, sewer, gas, electric and trash) at the UF-REEF campus. It is anticipated that these utility costs will increase with the addition of the UWF faculty, staff and students. UWF agrees to offset this increase and to cover its portion of the utility costs by providing the following to UF:

IT support: UWF will provide up to 12 hours of general (primarily desktop) IT support to UF-REEF faculty and staff per week (four hours per day, three days per week).

Internet access: UWF will provide internet access for the UF-REEF faculty, staff and students at a bandwidth of at least 15 megabits per second download, 2 megabits per second upload.
b) Janitorial service – UF will continue to pay the rate established in its existing janitorial services contract. UWF agrees to pay an amount that will cover any increase in janitorial service costs associated with its operations at the UF-REEF campus. In order to accommodate this arrangement, UF agrees that once an increase in janitorial services has been established, UF will provide to UWF copies of the appropriate invoices evidencing such an increase. Once established, UWF agrees to pay the amount of increase in janitorial service costs. UWF will pay the amount of increase directly to the janitorial service.

c) Signage – UWF will provide interior signage similar in style and design to existing UF-REEF signage. UWF may provide exterior signage; such signage must be approved by UF Physical Plant. All costs associated with the UWF signage will be covered by UWF.

d) Telephones – UWF will arrange for telephone service to meet its requirements and will pay all costs associated with its telephone service (e.g., phone system, phone lines, local and long distance charges, etc.).

3. SECURITY

All rooms at REEF that are utilized by UWF have been equipped with card readers and UF will issue key cards to UWF for UWF students and adjuncts using REEF facilities. UWF employees will be responsible for all contact with students regarding information on system operation and for distribution and collection of the key cards. UF employees will program the key cards at no cost to UWF.

4. PERIOD OF AGREEMENT

This Supplement will be effective upon execution and last for the duration of the Memorandum of Understanding between the leadership of the two universities. This Supplement will be reviewed for revision each calendar year from the date of execution. This Supplement may be modified or terminated by either party after giving 60 days written notice of their intent to dissolve the agreement; provided that any modification or termination that will require UWF to relocate will be subject to UWF having sufficient time to relocate to new accommodations. As set forth in the Original MOU, the parties have agreed that sufficient time to relocate is defined as six months, subject to extension by written agreement.

5. MODIFICATIONS

Modifications to the terms of this Supplement must be in writing and executed by the authorized representatives of both parties hereto.
UNIVERSITY OF WEST FLORIDA

John F. Azzaretto, DPA
Vice Provost, UWF Emerald Coast

7/19/07

Date

UNIVERSITY OF FLORIDA

John R. Rogacki, PhD
Director, UF REEF

7/19/07

Date