

UNIVERSITY OF SOUTH FLORIDA
AMENDED PRESIDENTIAL CONTRACT

This Amended Employment Agreement ("Amended Agreement"), executed this 10th day of September 2024, and effective August, 16 2024, is entered into by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, (the "Board," or the "Board of Trustees"), 4202 East Fowler Avenue, CGS 401, Tampa, Florida 33620, and Rhea F. Law (the "President"), for the position of President of the University of South Florida ("University" or "USF"). The Board and President are collectively referred to herein as the Parties.

WHEREAS, the Board of Trustees has the current legal authority to determine the terms and conditions of employment of the President of the University;

WHEREAS, the Board of Trustees desires to amend certain substantive terms and conditions of the President's employment related to compensation below in section IV. All other material terms of the President's employment are unchanged by this Amended Agreement;

WHEREAS, both the University and the President desire to set forth their respective rights and obligations in this Amended Agreement;

WHEREAS, both the University and the President intend this Amended Agreement to become effective August 16, 2024;

WHEREAS, this Amended Agreement has been duly approved and its execution has been duly authorized by the Board of Trustees; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. Appointment and Duties

1.0 Appointment as President: Consistent with the confirmation by the Florida Board of Governors as of March 22, 2022, the University, on the terms specified in this Amended Agreement, appoints the President to serve as the President and Chief Executive Officer of the University subject to the rules, regulations, policies of the University, and the supervision of the Board of Trustees. The President accepts and agrees to such terms of employment. The President's authority and responsibilities, as delegated by the Board and stated herein, shall extend to all the University's campuses located in Tampa, St. Petersburg, and Sarasota-Manatee, and at such other places as either the Board or the President deem appropriate for the interests, needs, business, or opportunities of the University.

1.1 Presidential Duties and Responsibilities: The President shall perform all duties required by law, by this Amended Agreement, and customarily performed by presidents of public colleges and universities comparable in size to the University and consistent with the applicable rules, regulations and policies of the University and the Florida Board of Governors. Those duties include, but are not limited, to:

- a.** Operating and managing the University;
- b.** Providing institutional, faculty, and educational leadership;
- c.** Strategic planning and visioning;
- d.** Fundraising;
- e.** Acting as corporate secretary to the Board;
- f.** Preparing a budget request and operating budget;

- g.** Establishing and implementing policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel;
- h.** Governing admissions;
- i.** Approving, executing, and administering contracts for the acquisition of commodities, goods, equipment, services, lease of real and personal property, and planning and construction;
- j.** Acting as custodian of all University property, including the authority to prioritize the use of University space, property, equipment, and resources;
- k.** Implementing approved programs for the University;
- l.** Establishing the internal academic calendar of the University;
- m.** Administering the University's program of intercollegiate athletics;
- n.** Recommending the establishment and termination of undergraduate and master's level degree programs within the approved role and scope of the University;
- o.** Awarding degrees;
- p.** Administering the schedule of tuition and fees to be charged by the University;
- q.** Entering into agreements for student exchange programs;
- r.** Approving the internal procedures of student government organizations and providing purchasing, contracting, and budgetary review processes for those organizations;
- s.** Adjusting property records and disposing of state-owned tangible property;

- t. Maintaining all data and information pertaining to the operation of the University and reporting on the attainment by the University of institutional and statewide performance accountability goals;
- u. Ensuring compliance with federal and state laws, regulations, and other requirements applicable to the University;
- v. Reviewing periodically the operations of the University to determine how effectively and efficiently the University is being administered and whether it is meeting the goals of its strategic plan;
- w. Organizing the University to achieve the goals of the University efficiently and effectively; and
- x. Recommending the adoption of rules, regulations, and policies to successfully implement provisions of law governing the operation and administration of the University and the items listed above.

2.0 Best Efforts as President: President agrees to faithfully, industriously, and with maximum application of experience, ability, talent, devote President's full-time attention and energies to the duties of President of the University. Those duties shall be performed for the University at all campuses of the University located in Tampa, St. Petersburg, and Sarasota-Manatee, and at such other places as the either the Board or the President deem appropriate for the interests, needs, business, or opportunities of the University.

2.1 Outside Activities: The Board recognizes that it is both appropriate and beneficial for the President to engage in outside activities, such as serving on for-profit and non-profit boards of directors, consulting, delivering speeches, and writing. The

expenditure of reasonable amounts of time for personal or outside activities, as well as charitable and professional development activities, are permitted provided such activities do not interfere with the services required under the provisions of this Amended Agreement and as otherwise determined by the Board.

2.2 Conflict of Interest Prohibited: The President shall not engage in any activity that may be competitive with and adverse to the best interests of the University or that interferes with the President's duties and responsibilities under this Amended Agreement.

2.3 Approval of Outside Activities: The President shall seek approval from the Board Chair, who may confer with the Governance Committee, prior to agreeing to serve on any board of directors of any entity or to engage in any substantial outside business activity, including authorship of books. All income or other compensation earned by the President in connection with approved outside business activities shall be paid to and retained by the President, and such income or other compensation shall have no effect on the amount of compensation and benefits the President is entitled to receive under this Amended Agreement. The President shall be solely responsible for President's tax reporting of any such external compensation described in this paragraph.

II. Term

3.0. Prior Service as Interim President: The Board recognizes and gratefully acknowledges President's prior service as Interim President from August 2, 2021 to March 30, 2022 ("Prior Service").

- 3.1 **Term:** This Amended Agreement does not alter the original Term of the Presidential Contract, which was entered into on March 31, 2022, and is effective for a period of 3 (three) years from March 31, 2022, to commence immediately upon the conclusion of the Prior Service. The Term shall commence on March 31, 2022 (the “Effective Date”) and end on March 31, 2025. This Term may be extended by mutual agreement of the parties following review of the President’s performance by the Board and confirmation of reappointment of the President by the Florida Board of Governors in accordance with applicable laws and regulations. Notwithstanding the foregoing, this appointment shall be subject to prior termination as provided in this Amended Agreement.

III. Presidential Goals and Evaluation

- 4.0 **Submission of Goals for Annual Evaluation:** On or before August 15 of each contract year the President shall provide the Board Chair with a list of proposed goals and objectives based upon the University's strategic plan. Once approved by the Board Chair the proposed list of goals and objectives shall be submitted by the President to the Governance Committee of the Board of Trustees for consideration. Following consideration and comment by the Governance Committee, the proposed goals and objectives shall be presented for review and approval by the Board in a special or regularly scheduled Board meeting.
- 4.1 **Evaluation Process:** On or before September 30 of each contract year, President shall initiate the evaluation process for the period that began on July 1 of the previous contract year and ended on June 30 of the same by submitting to the Board

Chair and Governance Committee a self-appraisal of the President's performance during said period. This appraisal shall address performance related to each of the goals and objectives determined for July 1 through June 30 of the previous contract year. At a special or regularly scheduled Board meeting after the President has submitted this self-appraisal the Board shall evaluate President's performance for the previous contract year (July 1 through June 30) based on achievement of the mutually agreed upon specified goals and objectives and other mutually agreed criteria. To aid the Board in its performance review, the President agrees to furnish such oral and written reports as may be requested by the Board Chair or Governance Committee Chair.

IV. Compensation

- 5.0 Base Salary:** As compensation for the services to be performed by President pursuant to this Amended Agreement the Board shall pay the President a Base Salary of \$825,000.00. No more of this amount than is allowed by Florida Statutes shall be paid from public funds (e.g., amounts greater than \$200,000.00 per sec. 1012.976, Florida Statutes). This amount shall be payable according to the University's executive service category with appropriate deductions for taxes and benefits.
- 5.1 Review of Base Salary:** The President's Base Salary shall be reviewed annually and may be increased, but not decreased, by the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of job performance, as set forth in this Amended Agreement.

- 5.2 Tax Treatment of Base Salary:** The President shall be responsible for any personal income tax liability incurred because of this Amended Agreement or any provision herein.
- 5.3 Base Benefits:** The Board authorizes all standard executive service benefits for the President, based on the current annual Base Salary.
- 6.0 Deferred Compensation:** The Board authorizes and requests that the USF Foundation contribute to a deferred compensation plan established for the President's benefit equal to 25% (twenty five) of the then current annual Base Salary for plan years 2023 and 2024. This additional compensation shall be treated as deferred compensation in accordance with and to the extent allowed by applicable tax laws and regulations and shall be payable only as provided in the separate plan document ("Plan Document"). The material terms of the Plan Document shall provide for accrued deferred compensation to be payable: (a) at the end of the initial contract term or as otherwise specified in Plan Document; or (b) upon the President's involuntary termination without cause; or (c) the President's death or permanent disability while in office; that (d) any non-vested, accrued deferred compensation would be entirely forfeited if the President were to voluntarily resign prior to the end of the contract term or in the event the President were terminated for cause, except as modified in Section 8.4, and (e) that any accrued amounts that vest shall be become taxable. The President is encouraged to consult with independent tax advisers regarding the treatment of any deferred compensation under this Amended Agreement.

6.1 Performance Based Compensation: The President shall be eligible to receive discretionary annual Performance Based Compensation for the period from July 1 to June 30 of each contract year. The President is eligible to be awarded up to \$412,500.00 per year in Performance Based Compensation in every year the President is evaluated under the Amended Agreement (i.e., the full \$412,500.00 can earned in each year of the Amended Agreement and does not reflect a total amount that can be earned under the full term of Amended Agreement). Performance Based Compensation shall be determined and awarded by the Board of Trustees in a special or regularly scheduled meeting no later than December 15 of each contract year. The President's entitlement to Performance Based Compensation, if and to the extent awarded by the Board, shall survive the termination of this Amended Agreement.

- a. **Evaluation of Performance by the Board:** 70% (seventy) of the Performance Based Compensation shall be awarded by the Board based upon the President's performance with respect to the goals and objectives determined and fixed pursuant to the provisions of Section 4.0 of this Amended Agreement after considering the Governance Committee's assessment.
- b. **Evaluation of Performance by the Board Chair:** 30% (thirty) of the Performance Based Compensation shall be within the sole discretion of the Board Chair. The Board Chair, upon consultation with the Governance Committee Chair, shall also determine the weight to be accorded to each goal and objective for the purposes of evaluating the President's

performance and determining the annual Performance Based Compensation amount, if any.

V. Other Benefits

- 7.0 Use of State-owned Facility:** The Board will authorize and provide facilities to the President to carry out the duties under this Amended Agreement, including the use of facilities for official University functions, meetings with faculty, staff, students, and community leaders, and for official entertainment.
- 7.1 Automobile Stipend:** The University shall provide the President with a monthly automobile stipend of \$1000.00 suitable for the University President. The President is responsible for payment of tax associated with receipt of the automobile stipend that is deemed to be gross income to President. The Board will authorize and provide insurance for the President's automobile in an amount not to be less than current property and casualty insurance package limits to the President. The President and other approved drivers shall be named insureds.
- 7.2 Professional Dues, Conferences, and Memberships in Service Organizations:** The Board will authorize and provide annually for reasonable expenses incurred by the President to attend University-related events, educational conferences, conventions, courses, seminars, and other similar professional growth activities, including membership in professional organizations. The Board authorizes and will provide the President with membership dues and fees for organizations that would further the interests of the University.
- 7.3 Entertainment, Travel, and University Advancement Activities:** The Board will authorize and provide for reasonable expenses incurred by the President for

University-related entertainment and travel, including travel for the President's spouse or partner where attendance of same is in the best interests of the University.

- a. **Memberships:** To further enable the President to carry out required duties, the Board shall provide the cost of annual dues and membership fees in mutually agreed to private clubs that will facilitate the performance of President's duties and advance the interests of the University.
- b. **Compliance with Applicable Laws:** The expenses described in this Section travel shall conform to the laws of the State of Florida, University regulations and policies.

7.4 **Housing Stipend:** The President shall receive a monthly housing stipend in the amount of \$7000.00 for the duration of the Amended Agreement. The President is responsible for payment of taxes associated with receipt of the housing stipend deemed to be gross income to the President. The housing stipend shall not be subject to increase during the term of the Amended Agreement.

7.5 **Expense Receipts and Documentation:** The President agrees to maintain and furnish upon request to the Board Chair or the Chair's designee an accounting of expenses provided for in this Amended Agreement in reasonable detail within 7 (seven) business days of a request for same.

VI. Termination of the Amended Agreement

8.0 **Termination of the Amended Agreement for Cause:** Notwithstanding anything in this Amended Agreement to the contrary, the parties agree that the Board may terminate this Amended Agreement at any time for Cause. For purposes of this

Amended Agreement, "Cause" shall mean conduct reasonably determined by a majority of the Board of Trustees to be: (a) malfeasance or gross negligence by the President in the performance of assigned duties; or (b) actions or omissions by the President that are undertaken or omitted and are criminal or fraudulent or involve material dishonesty or moral turpitude; or (c) the indictment of the President in a court of law for any felony, or any other crime involving misuse or misappropriation of University resources; or (d) misconduct connected with work; or (e) a material breach of this Amended Agreement that damages the University. In the event this Amended Agreement is terminated for Cause, President's employment as President shall cease immediately, and President shall not be entitled to any further employment. In addition, President shall not be entitled to any further compensation or benefits under this Amended Agreement, except as provided by law (i.e., COBRA), as set forth in the University's benefit plans with respect to vested rights and rights after termination of employment.

- 8.1 Termination of the Amended Agreement Without Cause:** Notwithstanding anything herein to the contrary, the parties agree that the Board may terminate this Amended Agreement without cause at any time upon the lesser of: (a) 90 (ninety) days; or (b) the number of days remaining in the then current term of the President's employment prior written notice ("Notice Period") to the President. The President shall be entitled to a one-time payment equal to 20 (twenty) weeks of Base Salary in the event of a termination without cause, which shall be payable at the end of the Notice Period. Termination of this Amended Agreement by virtue of the President's permanent disability or death shall not be construed as termination

without cause. During the Notice Period the Board shall have the discretion to determine whether the President shall continue to serve as President or to appoint an interim president.

- a. **Termination Without Cause with Continuing Service:** If the Board terminates this Amended Agreement without cause and the President continues to serve as President during the Notice Period, then the Amended Agreement will continue to govern the rights and obligations of the Parties during the Notice Period. The President shall remain entitled to compensation and benefits that survive the termination of this Amended Agreement.
- b. **Termination Without Cause and No Continuing Service:** If the Board terminates this Amended Agreement without cause and the President does not continue to serve as President during the Notice Period, then the President shall be relieved of all Presidential duties and responsibilities. The President shall continue to receive compensation and benefits as provided in the Amended Agreement during the Notice Period as well as those that survive the termination of this Amended Agreement, except for the Automobile Stipend and any memberships paid for by the University, which shall cease upon the Board's notice of termination without cause.
- c. **No Loss of Opportunity:** In no event shall the Board be liable for the loss of any business opportunities or any other benefits or income from any sources that may result from the Board's termination of this Amended Agreement without cause.

d. **Effect of Alternate Employment During the Notice Period:** If the President accepts full-time employment with an employer other than the University during the Notice Period, the Board's financial obligations under this Amended Agreement other than those that survive the termination of this Amended Agreement.

8.2 **Termination of the Amended Agreement due to the President's Death:** In the event of the President's death during the term of this Amended Agreement, the Amended Agreement shall terminate effective on the date of death. The President's estate shall be entitled to receive all benefits entitled under the University's various insurance plans, as applicable, Deferred Compensation as provided in the Plan Document; and for 60 (sixty) days from the date of death the President's estate shall exclusively receive Base Salary, Base Benefits provided to eligible beneficiaries, and the Housing Stipend. At its sole discretion, the Board may elect to pay any amounts under this paragraph as a lump sum payment.

8.3 **Termination of the Amended Agreement due to President's Permanent Disability:** If President becomes permanently disabled during the term of this Amended Agreement, the Amended Agreement shall terminate on the date of the determination of permanent disability and President shall receive all benefits to which President is entitled pursuant to the University's disability insurance plans, as applicable. President's Base Salary, Base Benefits and Housing Stipend shall continue until such time as the long term disability insurance policy begins according to the applicable policy. For purposes of this Amended Agreement, "Permanent Disability" shall mean the inability of the President to perform the

essential functions of the job, including but not limited to the duties contained in Section 1.1, for a period of six (6) months in any one (1) year (12 month) period, with or without "reasonable accommodations" as such term is defined in 42 U.S.C. §12111 (9) as amended and interpreted by courts of competent jurisdiction.

8.4 Succession Planning: Within 120 (one hundred and twenty) days of the execution of this Amended Agreement, the President shall prepare a succession plan for Board approval for continuity of operations and organizational stability in the event of the President's permanent or unexpected absence, disability, incapacity, or death. Provided an approved succession plan is in place, this Amended Agreement may be ended by the mutual Amended Agreement of the Parties if deemed to be in the best interests of the University, in which case the President and Board shall have the same rights as contained in Section 8.1 and the President shall not be deemed to have forfeited benefits under Section 6.0.

8.5 Unilateral Resignation by the President: The President may unilaterally terminate this Amended Agreement by giving the Board the lesser of: (a) 90 (ninety) days' notice; or (b) notice equal to the number of days remaining under the term of this Amended Agreement. Such notice shall be in writing and delivered as provided in this Amended Agreement. By mutual written Amended Agreement, the President and the Board may modify the length of the President's notice of unilateral resignation if it is deemed in the best interests of the University.

8.6 Effect of President's Unilateral Resignation: In the event of the President's unilateral resignation, the President's employment shall cease on the effective date of the President's unilateral resignation. All Presidential salary and benefits

contained in this Amended Agreement shall also cease on the unilateral resignation date except those accrued and vested prior to the unilateral resignation date.

VII. Conflict Resolution

9.0 Dispute Resolution: The Board and President agree that if any dispute arises concerning this Amended Agreement that they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the parties agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application, or enforcement of this Amended Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from the President's employment and/or termination of employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the parties in Tampa, Florida. The costs and fees associated with mediation shall be borne by the University. The parties agree to pay their own attorney's fees and costs. Subject to the requirements of law, the University and President will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons who have a good faith need to know basis to receive the disclosed information and will use their best efforts to ensure that such persons do not further disclose any such information. The Board and President agree the mediator may

not be a University faculty member or have any material, ongoing relationship with the University.

- 9.1 Arbitration:** If mediation is unsuccessful, any controversy between the Board and President involving the construction, application or enforcement of this Amended Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from President's employment and/or termination of President's employment shall, on the written request of either party served on the other, be submitted to binding arbitration before a single arbitrator from JAMS Panel of Neutrals. JAMS shall provide a list of three arbitrators who are qualified to hear the dispute as determined by the JAMS National Arbitration Committee. Within ten (10) days of receipt thereof, each party shall strike one name from the list, The President shall strike first and notify the Board of such choice and the Board shall strike last. Notwithstanding the foregoing the parties may mutually agree upon a qualified arbitrator or upon a mutually agreed upon neutral to select the arbitrator for them. President and the Board stipulate and agree that any arbitration will be held in Tampa, Florida, pursuant to the *Comprehensive Arbitration Rules and Procedures* (or any comparable rules then in existence) (the "Rules"). Pursuant to the Rules, discovery may include depositions, interrogatories, and document production. In any controversy between the Board and President involving the construction, application or enforcement of this Amended Agreement, the arbitrator must base his/her decision upon this Amended Agreement, and he/she shall not have power to modify, add to or ignore the terms of the Amended Agreement. The written decision of the arbitrator shall be final

and binding upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be borne equally by the parties. The Parties agree to pay their own attorney's fees and costs. The Parties may mutually agree to extend any deadlines specified in this Section.

- 9.2 Effect of ADR on Other Processes:** The pendency of any matter arising under this Amended Agreement shall not operate to impede, preclude, or delay the Board from taking the action complained of or otherwise exercising its rights under this Amended Agreement.

VIII. Notice Provisions

- 10.0 Notice:** Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Amended Agreement shall be sent:

If to the University:

Chair, USF Board of Trustees
4202 East Fowler Avenue, CGS 301
Tampa, Florida 33620

With a copy to:

General Counsel
Office of the General Counsel
4202 E. Fowler Avenue, CGS 351
Tampa, Florida 33620

If to the President:

President Rhea F. Law
Office of the President
4202 East Fowler Avenue, CGS 401
Tampa, Florida 33620

With a copy to President's Personal Representative:

IX. General Terms and Conditions

- 11.0 Entire Amended Agreement; Modification:** This Amended Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous representations or Amended Agreements as of the Effective Date, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the parties or owed by either party to the other that are not set forth in this Amended Agreement or explicitly referenced herein. This Amended Agreement cannot be amended, modified, or changed other than by express written Amended Agreement by the parties hereto.
- 12.0 Severability:** The terms of this Amended Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.
- 13.0 Governing Law and Venue:** This Amended Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action arising under this Amended Agreement, including but not limited to an action seeking enforcement of an order pursuant to Section 9 of this Amended Agreement, shall be in Hillsborough County, Florida.
- 14.0 Understanding of the Amended Agreement:** Both the President and the Board represent that they have thoroughly read this Amended Agreement, that they have

had full opportunity to consult with legal counsel of their choice and that they understand it to be a binding contract, that they understand each provision, term, and condition of this Amended Agreement as well as its legal effect, and that they have signed the Amended Agreement voluntarily and of their own free will with the intention to comply with its terms.

15.0 Public Disclosure of the Amended Agreement: Both parties agree and acknowledge that this Amended Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided for by law.

16.0 Waiver: No delay or failure to enforce any provision of this Amended Agreement shall constitute a waiver or limitation of rights enforceable under this Amended Agreement.

17.0 Assignability: This Amended Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

18.0 Counterparts and E-Signatures: This Amended Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Amended Agreement may digitally executed.

19.0 Insurance and Indemnification: The President shall be indemnified by the University on the same terms and conditions enjoyed by the Board and University employees operating within the course and scope of their employment. Said

coverage shall survive termination of this Amended Agreement as to matters relating to actions while serving as President.

20.0 No Trust Fund: Nothing contained in this Amended Agreement and no action taken pursuant to the provisions of this Amended Agreement shall create or be construed to create a trust of any kind. To the extent that the President acquires a right to receive payments from the University hereunder, such rights shall be no greater than the right of any unsecured, general creditor of the University.

21.0 Statement of NCAA Compliance: The National Collegiate Athletic Association (“NCAA”) Bylaws require that certain language be included in the employment Amended Agreements of specified employees of Division I member institutions, including presidents. Accordingly, without limitation of the other obligations in the Amended Agreement and University regulations, policies and procedures, the President (a) agrees to cooperate fully (within the meaning of NCAA Bylaws) in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA requirement, and (b) acknowledges that any individual found to be in violation of any NCAA requirement may be subject to disciplinary or corrective action, including possible suspension without pay or termination of employment.

22.0 General Cooperation Covenant: Without limitation of the obligations specified in the Amended Agreement and/or this Amendment and applicable University regulations, policies and procedures, The President agrees to cooperate fully in any review or investigation involving University matters in which the President may


possess pertinent information. This obligation shall survive the expiration or earlier termination of this Amended Agreement.

23.0 Miscellaneous: The headings in this Amended Agreement are for convenience only and shall not be used in construing or interpreting this Amended Agreement. The terms "Board," "Board of Trustees" and "University" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely. The Term "Section" as used in this Amended Agreement refers to the entire like numbered series of paragraphs. For example Section 8 refers to paragraphs 8.0 through 8.6.

X. Authorized Signatures

IN WITNESS WHEREOF, the President and the authorized representative of the University of South Florida Board of Trustees have executed this Amended Agreement on this 30th day of March 2022.

PRESIDENT


By: _____
Rhea F. Law
USF President & CEO

**UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES**


By: _____
Will Weatherford
Chair, USF Board of Trustees