## MINUTES OF THE JUNE 7, 2024 MEETING OF THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

The Board of Trustees of The University of Alabama met in the Bryant Conference Center in Tuscaloosa on Friday, June 7, 2024. President pro tempore Scott M. Phelps chaired the meeting. Mark D. Foley, Jr. served as Secretary.

On roll call, the following Trustees were present:

- The Honorable Harris V. Morrissette, Trustee from the First Congressional District;
- The Honorable Marietta M. Urquhart, Trustee from the First Congressional District;
- The Honorable Mike Brock, Trustee from the Second Congressional District;
- The Honorable W. Davis Malone III, Trustee from the Second Congressional District;
- The Honorable J. Steven Roy, Trustee from the Third Congressional District;
- The Honorable Kenneth L. Vandervoort, M.D., Trustee from the Third Congressional District;
- The Honorable Scott M. Phelps, President pro tempore and Trustee from the Fourth Congressional District;
- The Honorable Evelyn VanSant Mauldin, Trustee from The Fourth Congressional District;
- The Honorable Ronald W. Gray, Trustee from the Fifth Congressional District;
- The Honorable Jeff Gronberg, Trustee from the Fifth Congressional District;
- The Honorable W. Stancil Starnes, Trustee from the Sixth Congressional District;
- The Honorable Karen P. Brooks, Trustee from the Seventh Congressional District;

# The Honorable Barbara Humphrey, Trustee from the Seventh Congressional District;

# The Honorable Kenneth O. Simon, Trustee from the Seventh Congressional District

The meeting was also attended by Interim UA System Chancellor Sid J. Trant; UA President Dr. Stuart R. Bell; UAB President Ray L. Watts, M.D.; UAH President Dr. Charles L. Karr; UAB Health System CEO Dawn Bulgarella; and support staff from the System Office, the three campuses, and the UAB Health System.

Faculty representatives to the Board Dr. Matthew Hudnall from UA, Dr. Karen Cropsey from UAB, and Dr. Andrea Word from UAH were in attendance. Student representatives to the Board Samad Gilliani from UA, Kyle Adams from UAB, and Mark Porter from UAH were also in attendance.

Mr. Foley noted the minutes would reflect that Trustee Starnes is recusing from voting on item IX.C.1. of the Board book, Consideration of resolution approving the revised project scope and reallocated project budget; granting authorization to execute a Construction Contract for the New Biomedical Research and Psychology Building at UAB (Stage IV) and asked if there were any additional recusals. There were none.

UA System Vice Chancellor for System Communications Lynn Cole introduced CBS 42; Williesha Morris with AL.com; Charlie Potter with BamaOnline; Tim Reid with CBS 42 News; and Mary Barron with ABC 3340. She also welcomed any additional members of the media or the public who were viewing the meeting by livestream.

Pro tem Phelps asked if there was any objection to adopting the agenda as presented. Hearing none, the agenda, a copy of which is attached hereto as Exhibit A, was unanimously adopted.

Pro tem Phelps noted a consent agenda was provided in advance of the meeting for review by the Board. Pro tem Phelps called for a motion to approve the items on the consent agenda. On the motion of Trustee Gray, seconded by Trustee Malone, the Board unanimously approved the items on the consent agenda.

Approving Board of Trustees Calendar of Meetings for 2024-2025

### RESOLUTION

WHEREAS, Section 1 of Article II of the Bylaws of the Board of Trustees of the University of Alabama ("Board") provides that the Board "shall schedule annually, in advance, regular meetings of the Board to be held during the ensuing year and shall designate one of such meetings as the annual meeting of the Board."

NOW, THEREFORE, BE IT RESOLVED by the Board that it hereby schedules regular meetings on the following dates:

September 5-6, 2024 - Annual Meeting, Tuscaloosa

November 7-8, 2024 - UA Institutional Meeting

February 6-7, 2025 - UAB Institutional Meeting

April 3-4, 2025 - UAH Institutional Meeting

June 5-6, 2025 - Tuscaloosa

Approving UAB Medicine Strategic Plan 2024-2028, attached hereto as Exhibit B.

Approving the procurement and installation of a Computerized Tomography Scanner at UAB Highlands

### RESOLUTION

WHEREAS, University Hospital, an operating entity of The Board of Trustees of The University of Alabama ("UA Board") managed by the Health System Authority ("Health System"), in furtherance of its mission to provide a continuum of health services of the highest quality, offers computerized tomography (CT) imaging services at UAB Highlands to provide critical diagnostic information; and

WHEREAS, University Hospital has determined the need to replace one of the CT scanners at UAB Highlands that is past its useful life ("Project"); and

WHEREAS, University Hospital has determined that a CT scanner with advanced imaging and procedural capabilities to support emergency medicine, neurology, cardiac, and radiology applications will best serve the clinical care needs of patients at UAB Highlands; and

WHEREAS, following a thorough and comprehensive analysis of CT scanners on the market, University Hospital has determined the Canon Aquilion One Insight Edition 640-slice CT scanner from Canon Medical Systems, Inc. will best address the aforementioned needs; and

WHEREAS, the Canon Aquilion One Insight Edition 640 slice CT scanner will provide the most superior technology in the market for speed, resolution, and image acquisition; and

WHEREAS, the Total Project Budget is established as follows:

A. CONSTRUCTION/RENOVATION	\$ 831,630
B. ARCHITECT/ENGINEER (9.25%)	\$ 76,926
C. SURVEYS, TESTING, INSPECTIONS	\$ 72,474
D. MOVEABLE EQUIPMENT & FURNISHINGS	\$ 109,107
E. CONTINGENCY (10% of Construction)	\$ 83,163
F. EQUIPMENT (Canon Aquilion One Insight Edition)	\$ 1,531,125
G. TOTAL PROJECT COST	\$ 2,704,425

WHEREAS, the Project will be funded by the Hospital Plant; and

WHEREAS, the management of UAB Medicine Enterprise has reviewed and recommend approval of this item; and

WHEREAS, the UAB Health System Authority Board of Directors have reviewed and recommend approval of this item;

NOW, THEREFORE, BE IT RESOLVED BY The Board of Trustees of The University of Alabama that Bernard Mays, University Controller, or those officers named in the most recent Board resolution granting signature authority for University Hospital, is hereby authorized to act for and in the name of the Board to execute an agreement with Canon Medical Systems USA, Inc. to purchase and install one Computerized Tomography scanner and necessary applications at UAB Highlands for a total project cost not to exceed \$2,704,425.

Approving the procurement and installation of a Positron Emission Tomography/Computed Tomography Imaging System at University Hospital

### RESOLUTION

WHEREAS, University Hospital, an operating entity of The Board of Trustees of The University of Alabama ("UA Board") managed by the Health System Authority ("Health System"), in furtherance of its mission to provide a continuum of health services of the highest quality, offers positron emission tomography (PET/CT) imaging services for diagnosis and treatment of various clinical conditions; and

WHEREAS, University Hospital has determined the need to replace the existing scanner installed in 2013 with a new PET/CT imaging system ("Project") that increases capacity, improves access, and better imaging capabilities to address the diagnosis and therapy needs of cancer and other patients; and

WHEREAS, University Hospital has conducted a thorough clinical and technical analysis of available systems and determined that the Omni Legend 32cm FOV PET/CT system ("Equipment") from GE Precision Healthcare LLC, will best address the clinical care needs of the hospital's patients; and

WHEREAS, the Equipment will provide better image quality, faster scan times, and greater diagnostic information for the treatment of a variety of clinical conditions; and

WHEREAS, the Total Project Cost is as follows:

A. CONSTRUCTION	\$1,187,000
B. ARCHITECT/ENGINEER (Fixed Fee)	\$106,830
C. SURVEYS, TESTING, INSPECTIONS	\$37,650
D. MOVABLE EQUIPMENT & FURNISHINGS	\$82,250
E. CONTINGENCY	\$118,700
F. Other	\$40,000
G. GE OMNI LEGEND 32cm FOV PET/CT	\$2,198,697
H. PROJECT MANAGEMENT FEES (3.5%)	\$41,545
I. TOTAL PROJECT COST	\$3,812,672

WHEREAS, the Project is funded from the Hospital's Plant Fund, and is included in the Hospital's FY 2023/2024 Annual Capital Development Plan; and

WHEREAS, the management of UAB Medicine Enterprise has reviewed and recommends approval of this Project; and

WHEREAS, the UAB Health System Authority Board of Directors have reviewed and recommend approval of this Project;

NOW, THEREFORE, BE IT RESOLVED BY The Board of Trustees of The University of Alabama that Bernard Mays, University Controller, or those officers named in the most recent Board resolution granting signature authority for University Hospital, is authorized to act for and in the name of the Board to acquire the Equipment from GE Precision Healthcare LLC, and undertake the renovations necessary to install the Equipment for a total Project cost not to exceed \$3,812,672.

Approving Appointment of the Board of Directors of The Health Care Authority of Baptist Health, an Affiliate of UAB Health System

### RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama ("UA Board") established The Health Care Authority for Baptist Health, an Affiliate of UAB Health System (the "Authority"); and

WHEREAS, the UA Board is a party to an Affiliation Agreement with Baptist Health related to the operations of the Authority; and

WHEREAS, pursuant to the Affiliation Agreement, the UA Board appoints seven individuals to serve as Authority directors for a term of one year, with the remaining six directors to be appointed by Baptist Health;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD that it hereby appointments the following individuals to serve as Authority directors for a one-year term and until such time as their successors are duly appointed and qualified, and that those indicated with an "\*" are hereby appointed to serve as members of the Executive Committee during such term:

Anupam Agarwal, M.D.

Mike Brock

Ronnie Brown

\* Dawn Bulgarella

Dr. Quinton Ross

Louis Lambiase, M.D.

\* Steve Roy

Approving Appointment of Sid Trant to the Executive Committee of the UAB Health System Authority Board of Directors

### RESOLUTION

WHEREAS, the First Amended and Restated Bylaws of the UAB Health System Authority (the "Authority") indicate that Chair & President shall appoint members to the committees of the Board of Directors of the Authority (the "Board"), subject, in the case of the Executive Committee, to the approval of The Board of Trustees of The University of Alabama (the "UA Board"); and

WHEREAS, Dr. Ray Watts has nominated Sid Trant for appointment as a member of the Executive Committee, and the Board of the Authority has recommended approval of such appointment to the UA Board; and

WHEREAS, the UA Board wishes to approve the nomination of Sid Trant as a member of the Executive Committee;

NOW THEREFORE BE IT RESOLVED BY THE UA BOARD that it appoints Sid Trant as a member of the Executive Committee of the UABHS Authority Board of Directors.

Pro tem Phelps said a draft of the minutes of the April 12, 2024 meeting was previously distributed for review. He asked if there were any objections to approving the minutes as distributed. Hearing none, the minutes were unanimously approved.

Pro tem Phelps said the June 7, 2024, Administrative Report was previously distributed to the Board. Pro tem Phelps asked if there were objections to the report as distributed. Hearing none, the report was accepted, a copy of which is attached hereto as Exhibit C.

Pro tem Phelps recognized Interim Chancellor Sid J. Trant for the following report from The University of Alabama System:

Thank you, Pro tem Phelps.

Good morning, everyone. It's great to be here today with all of you.

I have had the pleasure of attending Board of Trustees meetings for nearly seven years now, in my capacity as the System's General Counsel, as Secretary of The Board, and now today in my new role as Interim Chancellor.

As I observe the well-oiled machine that is these meetings, I cannot help but think of the countless hours of preparation that go into making them happen. From an outsider's perspective, they may seem monotonous, or even mundane, but they are fundamental to the effective governance and management of our institutions, and their success is a testament to the hard work of hundreds of dedicated people: our trustees, administrators, faculty, and staff.

And shout out to the entire System Office, and in particular our Board Office — Mark Foley, Teresa Embry and Kate Harris — whose hard work makes these meetings run so smoothly.

We all are here today because each of us has some vested interest in this great institution, and my sincere hope is that we all truly appreciate the magnitude of this organization and our impact as a System, between our three doctoral research universities and our world-class health system. So,

today, in my first public remarks as Interim Chancellor, I want to remind you all that, together, we are the most impactful institution in the State.

The University of Alabama System – which is the state's largest higher education enterprise, largest public employer, and largest, most comprehensive health system – exists to improve lives of the residents of the State of Alabama and beyond through teaching, research, and service. We generate an annual economic impact approaching 20 billion dollars, employ just shy of 67,000 people, provide health care to patients in every county in the state, educate students from every county in the state, and play a vital role in filling Alabama's workforce pipeline. Through each institution's individual strengths, together, we are one unified and powerful System, all under the authority and control of this Board of Trustees.

We have the honor to educate nearly 70,000 students annually from all demographics and all backgrounds from all across the world, the country, and, most importantly, the State of Alabama. In fact, almost 40,000 of those 70,000 students are Alabamians, which means more Alabamians are enrolled in our System than in any other university or system in the state or nation. Our goal is to provide Alabama's next generation with opportunities for a brighter future.

We believe in the transformative power of higher education, which is why the University of Alabama System is committed to providing the most accessible path to a premier educational experience in our state and ensuring that a UA System education is within reach to those who choose to pursue it.

And when they become our students, our goal is for all of them to be successful. While our faculty, staff, and administrators work to ensure all our graduates leave our institutions with a degree that makes them well-equipped for a successful future, we also know there are students who need enhanced support or additional resources. For instance, each of our institutions offers specialized programs that provide wraparound support services to those students, such as first-generation college students and Pell-eligible students, to ensure they have the tools and resources they need to thrive and be successful while on campus and after they graduate.

In 1979, I was a first-generation college student here at The University of Alabama after growing up in the small, rural town of Geneva, Alabama. My parents were country people who both worked blue-collar jobs and who might have been classified as part of "the working poor," but they believed in the value of an education. They understood that education was "the way out," the way to have their children rise above their own circumstances. It's

difficult to overemphasize the significance of my educational experience, both here at The University of Alabama and then at Georgetown Law School. Simply put, it lifted me out of generational poverty. And because I experienced it firsthand, I know that higher education can change lives, and the UA System is playing the leading role in providing Alabama's next generation of college students with not only increased access to higher education but also meaningful support and services to enhance their chances of success once enrolled. Our ultimate goal is to open doors to a brighter future by graduating our students with degrees and skills that can create the same kind of life-changing opportunities that I have been so fortunate to experience.

And let's not forget that the life-changing work occurring in our institutions includes much more than the outstanding education we provide. It includes the groundbreaking research we conduct and the real-life service we provide, in a multitude of ways, to the people in our local communities every day. And it includes the world-class healthcare we provide through our Health System.

The role of the Chancellor in all this – functioning as the CEO of the University of Alabama System – is to serve as the liaison between the Board of Trustees, under whose authority and control we all work, and our institutions, who execute the Board's policies and directives to achieve its mission and vision. Serving in that role, it is a privilege to work alongside our excellent university presidents and our fantastic health system CEO, and I look forward to our continued work together and to our continued success. I am certain there is no more important work in the state of Alabama than the missions that we work together to achieve every day.

To the Board, thank you. Thank you for entrusting me with leading the University of Alabama System while you search for our next Chancellor. To all the employees of the UA System, I am grateful for <u>each</u> of you.

Let's all re-dedicate ourselves to the task of achieving our vision of being the nation's preeminent system of higher education and health care. And through commitment, pride, hard work, and dedication, we <u>will</u> create a brighter future for all Alabamians and all who are served by The University of Alabama System. Thank you.

Pro tem Phelps then recognized Trustee Gray for a report from the Finance Committee.

Trustee Gray reported that the Finance Committee met on June 6, 2024, and considered nine resolutions. The Finance Committee unanimously recommended the nine resolutions for approval. Trustee Gray moved for their approval by the Board, which was seconded by Trustee Malone. Pro tem Phelps asked if there were questions or comments concerning any of the Finance Committee's actions. Hearing none, Pro tem Phelps then called for a vote, and the following resolutions were unanimously adopted, separately and collectively:

Approving Tuition and Fees for Academic Year 2024-2025 at UA, UAB & UAH, attached hereto as Exhibit D

### **PowerPoint**



THE UNIVERSITY OF ALABAMA
THE UNIVERSITY OF ALABAMA AT BIRMINGHAM
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
THE UAB HEALTH SYSTEM

Finance Committee June 6, 2024





## University of Alabama System Tuition

## **Tuition for FullTime Undergraduates**

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Resident Annual Rate			
	UA % Change	UAB % Change	UAH % Change
2018-2019	0.0%	3.0%	4.0%
2019-2020	0.0%	0.0%	0.0%
2020-2021	0.0%	0.0%	0.0%
2021-2022	0.0%	0.0%	0.0%
2022-2023	3.0%	3.0%	4.0%
2023-2024	0.0%	0.0%	0.0%
2024-2026 (Proposed)	2.5%	2.5%	2.5%

NonresidentAnnual Rate			
	UA % Change	UAB % Change	UAH % Change
2018-2019	4.0%	3.5%	4.0%
2019-2020	3.5%	3.5%	3.5%
2020-2021	0.0%	0.0%	0.0%
2021-2022	0.0%	0.0%	0.0%
2022-2023	4.0%	4.0%	4.0%
2023-2024	3.0%	3.0%	3.0%
2024-2025 (Proposed)	3.0%	3.0%	4.0%

Campus tuition rates do not include required fees. There is no proposed increase in required fees at any of our universities



## **Request for Tuition Changes**

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Tuition funding will be used to support the following priorities:









### Undergraduate Resident Proposed Tuition per Semester Academic Year 2024-2025

4

5

(enrolled in 15 hours)

	AY 2023-2024 Semester Tuition	Proposed AY 2024-2025 Semester Tuition	\$ Increase Per Semester	% Increase
UA	\$ 5,550	\$ 5,690	\$ 140	2.5%
UAB	\$ 5,520	\$ 5,655	\$ 135	2.5%
UAH	\$ 5,060	\$ 5,187	\$ 127	2.5%

NOTE: No change in required fees for any university.



### Undergraduate Nonresident Proposed Tuition per Semester Academic Year 2024-2025

(enrolled in 15 hours)

	AY 2023-2024 Semester Tuition	Proposed AY 2024-2025 Semester Tuition	\$ Increase Per Semester	% Increase
UA	\$ 16,200	\$ 16,686	\$ 486	3.0%
UAB	\$ 13,665	\$ 14,070	\$ 405	3.0%
UAH	\$ 11,851	\$ 12,325	\$ 474	4.0%

NOTE: No change in required fees for any university.



## Consideration of Resolution Approving Tuition and Fees for Academic Year 20242025 at UA, UAB, and UAH

Approving Distribution of Supplemental Appropriations from the 2024 Session of the Alabama Legislature

### RESOLUTION

WHEREAS, in the 2024 session, the Alabama Legislature passed two supplemental appropriations bills, HB 144 and HB 147, to provide funding directly to the Board of Trustees of the University of Alabama ("Board") to allocate to each of its three campuses as it sees fit; and

WHEREAS, HB 144 appropriated \$66,000,000 to the Board from the Education Trust Fund with the stipulation that \$3,000,000 be used for the University of Alabama in Huntsville for one-time expenses for cybersecurity; and

WHEREAS, HB 147 appropriated \$67,638,715 to the Board from the Education Trust Fund Advancement and Technology Fund; and

WHEREAS, funds appropriated in HB 144 ("Supplemental Funds") and HB 147 ("A&T Funds") may only be used for specific purposes outlined in both bills;

NOW, THEREFORE, BE IT RESOLVED that the Board has reviewed requests submitted by each of the campuses and hereby allocates a portion of the Supplemental Funds and the A&T Funds for the projects shown in Exhibit E attached hereto; and

BE IT FURTHER RESOLVED that the Board authorizes the distribution of the Supplemental Funds and the A&T Funds from the University of Alabama System Office ("System Office"), which has held the Supplemental Funds and A&T Funds pending direction from the Board; and

BE IT FURTHER RESOLVED that the System Office shall retain the balance of the A&T Funds and the Supplemental Funds in an appropriate interest-bearing depository account pending further resolution of the Board.

Approving UA System Annual Campus Information Technology Plans for FY 2024-2025

### RESOLUTION

WHEREAS, Board Rule 406 requires Board review and approval of Annual Campus Information Technology Plans ("Plans") that exceed \$750,000 in individual expenditures in a contract term, or \$750,000 in total project cost, including renewals or extensions; and all consulting or professional services contracts \$250,000 or more for the term of the contract, including option, renewals, or extensions; and

WHEREAS, the contracts included in the Plans shall not require separate board approval unless the terms of the contract change after the plan is approved by The Board; and

WHEREAS, the Chief Information Technology Officers for the universities, the hospital and the System Office have provided their Plans for fiscal year 2024-2025, which are shown in Exhibit F.

NOW THEREFORE BE IT RESOLVED by The Board of Trustees of The University of Alabama that the campuses and hospital are each hereby authorized to proceed with the implementation of such Plans.

Approving Creation of System Office ST Funds Account with PNC Bank

#### RESOLUTION

WHEREAS, the University of Alabama System Office desires to create, maintain, and establish an account of the nature hereinafter described with PNC Bank for the deposit of certain funds under its control; and

WHEREAS, PNC Bank has previously been approved as a depository for University funds by resolution of The Board of Trustees of the University of Alabama

and, as such approved depositary, agrees to and accepts the creation, maintenance, and administration of the hereinafter described account upon the terms and conditions hereinafter specified;

NOW, THEREFORE, BE IT RESOLVED that The Board of Trustees of the University of Alabama does hereby authorize the opening, establishment, maintenance, and administration of the following designated account with PNC Bank for the following purpose and upon the following terms and conditions:

- 1. The name of the account shall be "System Office ST Funds Account";
- 2. The account shall be an operating account for short term deposit of any excess operating funds of the University of Alabama System Office;
- 3. The following individuals will have primary responsibility for the account and shall have the authority to open and close the account and effect transactions in the account, including without limitation signing checks, initiating wire and automatic transfers, and transferring or withdrawing funds: Mr. Sid J. Trant, Dr. Dana S. Keith, and Mr. Stan J. Acker;
- The foregoing individuals shall also have the authority to obtain treasury or cash management products needed to establish and administer the account;
- 5. The following individuals are authorized to withdraw and transfer funds from this account: Ms. Beretta Henderson and Ms. Cynthia Weaver;

BE IT FURTHER RESOLVED that the depositary agreement attached hereto as Exhibit G may be executed by a duly authorized individual; and

BE IT FURTHER RESOLVED that the authorization for this account may be withdrawn by the Board at any time and for any reason. Provided, however, that until PNC Bank receives written notice of the termination by the Board of this authorization from any of its members or any individuals listed above as having primary responsibility for the account, then this resolution shall remain in full force and effect. However, upon receipt of such written notice, funds remaining on deposit shall be immediately paid to the University of Alabama System Office.

Granting Approval to Update Signature Authority at UAS

### RESOLUTION

WHEREAS, The University of Alabama System Office maintains with the approved depositaries designated in Exhibit H (which consists of 5 pages), those accounts identified therein; and

WHEREAS, Board Rule 405 requires that each University official authorized to affect transactions involving those accounts, including those authorized to sign checks, initiate wire and automatic transfers, or otherwise withdraw funds from these authorized depositaries, must be designated by Resolution of the Board; and

WHEREAS, Board Rule 405 further mandates that such authority to affect transactions may not be delegated by the persons so authorized; and

WHEREAS, Board Rule 405 further requires that, for each division of the University of Alabama System, all individuals with authority to affect such transactions be identified in a single Resolution, which shall be revised in its entirety when any change in persons so authorized is made so that the most current Resolution listing those persons so authorized can be readily verified by the Secretary of the Board;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that, effective immediately, the individuals identified in Exhibit H are authorized to affect the transactions specified therein on behalf of The University of Alabama System Office until this authorization is removed by official action of the Board. This Resolution supersedes any prior Resolution granting such authority to act on behalf of The University of Alabama System Office to any individual or individuals.

Authorizing the Issuance of General Revenue Bonds, The University of Alabama Series 2024-B, and Providing for Related Matters

### RESOLUTION

BE IT RESOLVED by THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA (the "Board") as follows:

**Section 1. Findings**. The Board has determined and hereby finds and declares that the following facts are true and correct:

(a) It is necessary, advisable, in the interest of the Board and in the public interest that the Board provide, construct, acquire and equip various additions and improvements (the "2024 Projects") to the campus facilities of The University of Alabama (the "University"), said additions and improvements expected to be substantially as described on **Exhibit I** hereto; and

(b) It is necessary, advisable, in the interest of the Board and in the public interest that the Board issue the Series 2024-B Bonds hereinafter authorized for the purpose of financing a portion of the costs of the 2024 Projects.

**Section 2.** Authorization of Series 2024-B Bonds; Parameters. For the purposes specified in paragraph (b) of Section 1 of this resolution, the Board hereby authorizes the issuance of its General Revenue Bonds, The University of Alabama Series 2024-B (the "Series 2024-B Bonds"), under the terms, conditions and provisions to be set out in the Supplemental Indenture hereinafter described, which terms, conditions and provisions shall comply with the following parameters:

- (a) The Series 2024-B Bonds may be issued in one or more series or subseries and shall bear interest at fixed rates.
- (b) The Series 2024-B Bonds may be issued as either tax-exempt or taxable bonds, or a combination thereof, as permitted under applicable law relating to the issuance of the tax-exempt bonds.
- (c) The aggregate principal amount of the Series 2024-B Bonds may not exceed the sum of \$245,000,000. Such maximum principal amount includes estimated amounts for the following components of the plan of financing:

Estimated costs of 2024 Projects funded with proceeds of the Series 2024-B Bonds	\$227,784,4 97
Estimated costs of issuance	2,500,000
Contingency/Original Issue Discount Total	14,715,503 \$ <u>245,000,</u> 000

The amount for each cost component specified in Section 2(c) above may vary so long as the maximum principal amount allocable to the 2024 Projects is not exceeded.

(d) No maturity of the Series 2024-B Bonds may bear interest at a rate exceeding 5.50%.

- (e) The true interest cost on the Series 2024-B Bonds (taking into account any original issue discount or original issue premium) may not exceed 5.25%.
- (f) The Series 2024-B Bonds shall mature not later than 30 years from their dated date.
- (g) The sale of the Series 2024-B Bonds shall be conducted in the manner provided in Section 8 hereof.
- (h) The Series 2024-B Bonds shall be issued and delivered to the purchaser(s) thereof not later than December 31, 2024.

Section 3. Source of Payment of the Series 2024-B Bonds. The Series 2024-B Bonds shall be issued under and secured by that certain Master Trust Indenture dated as of July 1, 2004 (the "Original Indenture"), as heretofore supplemented and amended and as further supplemented and amended by one or more supplemental indentures to be executed in connection with issuance of the Series 2024-B Bonds (together, the "Supplemental Indenture"; the Original Indenture, as heretofore supplemented and amended and as further supplemented and amended by the Supplemental Indenture, is herein called the "Indenture"), and the principal of and the interest (and premium, if any) on the Series 2024-B Bonds shall be payable solely from and secured by a pledge of those revenues of the Board defined in the Indenture as (and herein called) the Pledged Revenues, said pledge to be on a parity of lien with the pledges thereof heretofore made for the benefit of the Outstanding Bonds hereinafter described and with the pledges thereof hereafter made for the benefit of any Parity Bonds or Other Senior Indebtedness that may hereafter be issued under the Indenture. contained in this resolution, in the Series 2024-B Bonds or in the Indenture shall be deemed to impose any obligation on the Board to pay the principal of or the interest (or premium, if any) on the Series 2024-B Bonds except from the Pledged Revenues. The Series 2024-B Bonds shall not represent or constitute obligations of any nature whatsoever of the State of Alabama and shall not be payable out of moneys appropriated to the Board by the State of Alabama. The agreements, covenants or representations contained in this resolution, in the Series 2024-B Bonds, and in the Indenture do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the Board, and in the event of a breach of any such agreement, covenant or representation, no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the Board shall arise therefrom.

**Section 4. Special Findings Related to Issuance of Series 2024-B Bonds as Parity Bonds.** The Board will issue the Series 2024-B Bonds as Parity Bonds under the Indenture and, in furtherance thereof, the Board hereby makes the following findings and representations pursuant to Section 6.10 of the Original Indenture:

- (a) the Board is not in default under the Indenture and no such default is imminent;
- (b) the person or persons to whom the Series 2024-B Bonds shall be delivered shall be the person or persons specified in the Pricing Confirmation Certificate described in Section 6; and
- (c) the Parity Bonds previously issued by the Board and presently outstanding are as shown on Exhibit J (together, the "Outstanding Bonds"). The Outstanding Bonds constitute the only "Senior Indebtedness" outstanding under the Indenture.

Section 5. Authorization of Financing Documents and Plan of Finance. In connection with the issuance of the Series 2024-B Bonds, the Board shall enter into or deliver the following documents (herein together called the "Financing Documents"): (i) the Series 2024-B Bonds; (ii) the Supplemental Indenture; (iii) a continuing disclosure agreement pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission; (iv) a preliminary official statement and a final official statement to be delivered to prospective purchasers of the Series 2024-B Bonds; (v) a notice of sale and request or official invitation for bids or lending proposals in connection with Series 2024-B Bonds sold by competitive sale; (vi) a bond purchase agreement or purchase contract between the Board and the purchaser or purchasers of the Series 2024-B Bonds if sold by negotiated sale (the "Bond Purchase Agreement"); and (vii) such additional documents as any Designated Board Member or Authorized Officer (designated below) shall deem necessary or desirable to complete the plan of financing authorized by this resolution (the "Plan of Finance").

**Section 6. Designated Board Members**. (a) Each of the following members of the Board is hereby designated as a "Designated Board Member" for purposes of this resolution:

Name	Office
Scott M. Phelps Ronald W. Gray W. Stancil Starnes	President pro tempore of the Board Chairman of the Finance Committee of the Board Vice Chairman of the Finance Committee of the Board

(b) Any Designated Board Member is hereby authorized to approve the remaining details of the Plan of Finance, including, without limitation, the decision of whether to accept or reject a bid for any Series 2024-B Bonds sold by competitive sale or to waive any irregularity or informality in any bid, the decision of whether to proceed with a negotiated sale or a competitive sale (or a combination thereof), and any other aspect of the Plan of Finance, provided that the Plan of Finance

complies with the parameters set out in Section 2 of this resolution. When the details of the Plan of Finance and the Financing Documents have been approved by a Designated Board Member, the designee shall execute, in the name and on behalf of the Board, a certificate evidencing such approval (the "Pricing Confirmation Certificate") in substantially the form set forth on **Exhibit K** and shall file a copy of such certificate with the Secretary of the Board and such certificate shall be maintained in the records of the Board by the Secretary of the Board.

**Section 7. Authorized Officers.** (a) Each of the following officers of the Board is hereby designated as an "Authorized Officer" of the Board for purposes of this resolution:

Name	Office
Dr. Stuart R. Bell	President of The University of Alabama
Ms. Cheryl Mowdy	Interim Vice President for Finance and
	Operations and Treasurer
Ms. Julie Shelton	Associate Vice President for Finance

(b) Any Authorized Officer is hereby authorized and directed to execute and deliver the Series 2024-B Bonds and the other Financing Documents in such form and containing such terms as such Authorized Officer shall approve (subject to the limitations described in this resolution and in the Pricing Confirmation Certificate executed and filed as provided in Section 6(b)), which approval shall be conclusively evidenced by such Authorized Officer's execution of such Financing Documents. The Secretary or any Assistant Secretary of the Board is hereby authorized and directed to affix the official seal of the Board to such instruments and to attest the same.

**Section 8.** Sale of the Series 2024-B Bonds. (a) The Series 2024-B Bonds may be sold by public sale on competitive bids, or by means of a request for bids or lending proposals submitted to banks or other financial institutions, or both, pursuant to such terms and conditions as shall be approved by a Designated Board Member (provided, however, that all bids shall be received and considered on the same day), or by negotiated sale to the purchaser or purchasers designated, and on the terms and conditions set out, in the Bond Purchase Agreement, or by a combination of public sale and negotiated sale, and in all cases in compliance with the parameters set forth in Section 2 of this resolution.

(b) If the Series 2024-B Bonds are successfully sold and delivered, the Board authorizes and directs the Trustee under the Indenture to authenticate and deliver the Series 2024-B Bonds to the purchaser or purchasers thereof upon receipt of the purchase price therefor.

**Section 9. General Authorization**. Any Authorized Officer, and any person or persons designated and authorized by any Authorized Officer to act in the name and on behalf of the Board, or any one or more of them, are hereby authorized to do and perform or cause to be done and performed in the name and on behalf of the Board, such other acts, to pay or cause to be paid on behalf of the Board such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Board such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances or other instruments or communications, under the seal of the Board, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to complete the Plan of Finance and carry into effect the intent of the provisions of this resolution and the Financing Documents.

Section 10. Application of Proceeds; Concerning the 2024 Projects. (a) The entire proceeds derived by the Board from the sale of the Series 2024-B Bonds shall be paid to the Trustee, which is thereupon authorized and directed to apply and disburse such moneys for the purposes and in the manner described in the Supplemental Indenture (which shall reflect the final Plan of Finance set forth in the Pricing Confirmation Certificate).

(b) The 2024 Projects are presently expected to consist of those capital projects identified and described in *Exhibit I*. The Supplemental Indenture shall nevertheless include provisions authorizing the University to re-allocate proceeds of the Series 2024-B Bonds for payment of the costs of other qualifying capital projects that have been approved by the Board under its rules and procedures for approval of capital projects.

**Section 11. Declaration of Official Intent.** The Board expects it may be necessary for the University to incur certain costs and expend certain funds, prior to issuance of the Series 2024-B Warrants, in connection with the 2024 Projects. Pursuant to Treas. Reg. §1.150-2(e), the Board hereby declares its official intent to allocate a portion of the proceeds of the Series 2024-B Bonds to reimburse the general fund of the University for expenditures incurred after the date that is no more than sixty (60) days prior to the date of the adoption of this resolution, but prior to issuance of the Series 2024-B Bonds, in connection with the acquisition, provision, equipping and construction of the 2024 Projects.

**Section 12. Ratification of Certain Actions**. Each act of any officer or officers of the Board or any person or persons designated and authorized to act by the President of the University or its Vice President for Finance and Operations and Treasurer, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted in all respects.

**Section 13. Severability**. The various provisions of this resolution are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this resolution.

**Section 14. Effective Date**. This resolution shall take effect immediately and all resolutions, ordinances, orders, or other proceedings heretofore taken or made by the Board that are in conflict or inconsistent with the provisions of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

WHEREAS, The University of Alabama System Office maintains with the approved depositaries designated in Exhibit I (which consists of 4 pages), those accounts identified therein; and

WHEREAS, Board Rule 405 requires that each University official authorized to affect transactions involving those accounts, including those authorized to sign checks, initiate wire and automatic transfers, or otherwise withdraw funds from these authorized depositaries, must be designated by Resolution of the Board; and

WHEREAS, Board Rule 405 further mandates that such authority to affect transactions may not be delegated by the persons so authorized; and

WHEREAS, Board Rule 405 further requires that, for each division of the University of Alabama System, all individuals with authority to affect such transactions be identified in a single Resolution, which shall be revised in its entirety when any change in persons so authorized is made so that the most current Resolution listing those persons so authorized can be readily verified by the Secretary of the Board;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that, effective immediately, the individuals identified in Exhibit I are authorized to affect the transactions specified therein on behalf of The University of Alabama System Office until this authorization is removed by official action of the Board. This Resolution supersedes any prior Resolution granting such authority to act on behalf of The University of Alabama System Office to any individual or individuals.

Approving Amendment of an Agreement between Hologic Sales and Service, LLC and The University of Alabama at Birmingham

### RESOLUTION

WHEREAS, Hologic Sales and Service, LLC ("Hologic"), headquartered in Marlborough, Massachusetts, is a global medical technology company offering cuttingedge solutions that enhance and save lives. Hologic develops innovative products and services that address the prevention, diagnosis, monitoring, screening and treatment of diseases. Hologic's products encompass diagnostics, breast and skeletal health and GYN surgical health, with an emphasis on early and accurate detection and treatment; and

WHEREAS, for over 10 years, the Division of Infectious Diseases in the Department of Medicine has been using the Hologic Panther and Panther Fusion which helps guide patient care and enable early detection; and

WHEREAS, the Panther and Panther Fusion systems provide the capability of a fully automated system to load samples in any order at any time, eliminate batch constraints and decrease turnaround time; and

WHEREAS, Hologic offers a fully integrated and automated system for sample preparation and TMA real-time PCR known as the Panther/Fusion System which is designed to be readily integrated into the laboratory workflow from pre-analytic to post-analytic solutions. Designed for high throughput applications such as viral load IVD monitoring, blood screening, microbiology testing and women's health, the Panther/Fusion can run up to 500 tests in an 8-hour shift with a time for first result at 2.4 hours; and

WHEREAS, the Panther and Panther Fusion systems broad assay menu on a single platform provides 1) consolidation and the ability to run more tests per full-time employee, 2) full automation so samples can be loaded at the end of the day and run labor free after hours, 3) ability to run multiple test orders from the same patient sample at the same time expedites results, 4) ability to load primary sample tubes eliminates manual transfer of specimen.

WHEREAS, Polymerase chain reaction (PCR) is a method widely used in molecular biology to rapidly make millions to billions of copies of a specific DNA sample allowing scientists to take a very small sample of DNA and amplify it to a large enough amount to study in detail. PCR was invented in 1983 by Kary Mullis. Transcription-Mediated Amplification (TMA) uses RNA transcription (RNA polymerase) and DNA synthesis (reverse transcriptase) to produce RNA amplicon from a target nucleic acid. TMA can be used to target both RNA and DNA, and can produce 100-1000 of copies per cycle; and

WHEREAS, the Panther/Fusion is unique as there are no other manufacturers that test with the ribosomal RNA (rRNA) and offer the hands-free design and reduced user interaction with the instrument; and

WHEREAS, only kits supplied by Hologic Sales and Service, LLC, are compatible with the Panther/Fusion. Use of other kits would invalidate any instrument service for this instrument; and

WHEREAS, the Panther/Fusion provide testing for research funded in the Division of Infectious Diseases and to use as a comparator test for other technologies. This instrument will allow for testing of organisms using a different part of the RNA strand; and

WHEREAS, Hologic Sales and Service, LLC and UAB have negotiated and executed an equipment usage agreement for the Hologic Panther and Panther Fusion in the Division of Infectious Diseases laboratory; and

WHEREAS, the agreement allows the Division of Infectious Diseases to purchase reagents for the Hologic Panther and Panther Fusion in support of upcoming research studies. This agreement ensures the pricing for reagents and consumables remains for 5 years, thus providing cost-efficiency and the greatest protection from future price increases;

WHEREAS, since the execution of the original agreement, Hologic has discontinued a portion of the items in the original contract, and made available 4 new items as replacements, creating the need for an amendment in order to obtain access to and contract pricing for the new items, a copy of such amendment is attached hereto as Exhibit L;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the actions set forth above are hereby approved, authorized, ratified and confirmed, and Brian D. Burnett, Ph.D., Senior Vice President for Finance and Administration, or any other officer named in the most recent Board Resolution granting signature authority for UAB is hereby authorized and directed to execute and deliver the Agreement on behalf of the Board in substantially the form attached hereto as Exhibit L and containing such terms as described in this resolution.

Granting Approval to Update Updating Contracts and Other Business Transactions Authority at UAH

### RESOLUTION

BE IT RESOLVED by The Board of Trustees of The University of Alabama that Charles L. Karr, President; David A. Puleo, Provost and Executive Vice President for Academic Affairs; Rhonda K. Gaede, Associate Provost; and Todd M. Barré, Vice President for Finance and Administration of The University of Alabama in Huntsville, are each hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating and executing any and all contracts, agreements, or related or similar documents as necessary in furtherance of the mission of The University of Alabama in Huntsville and the goals and objectives of The Board of Trustees of The University of Alabama.

BE IT FURTHER RESOLVED that Robert G. Lindquist, Vice President for Research and Economic Development; Thomas M. Koshut, Senior Associate Vice President for Research and Economic Development; Gloria Greene, Associate Vice President for Contracts & Grants; Steve Parker, Assistant Director of Sponsored Programs; Jessica McComb Rodgers, Senior Associate Director of Sponsored Programs; and Kenya S. Cole, Director of Sponsored Programs of The University of Alabama in Huntsville, are each hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating and executing contracts, grant agreements, cooperative agreements, or related or similar documents with regard to research and service activities as necessary in furtherance of the mission of The University of Alabama in Huntsville and the goals and objectives of The Board of Trustees of The University of Alabama.

BE IT FURTHER RESOLVED that Robert G. Lindquist, Vice President for Research and Economic Development, and Valarie King, Director of Contracts & Grants Accounting of The University of Alabama in Huntsville are each hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama to request payment and sign financial reports or related documents with regard to research and service activities as necessary in furtherance of the mission of The University of Alabama in Huntsville and the goals and objectives of The Board of Trustees of The University of Alabama.

BE IT FURTHER RESOLVED that Robert G. Lindquist, Vice President for Research and Economic Development of The University of Alabama in Huntsville, is authorized to designate in writing an appropriate number of staff in the Office of Contracts and Grant Accounting who are authorized to bind the University for the limited purpose of submitting official invoices, draws, and other financial information to federal agencies but only to the extent such authority is required by the regulations of the federal Office of Management and Budget.

BE IT FURTHER RESOLVED that the individuals identified below at The University of Alabama in Huntsville are each hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating and executing the documents specified and described below as necessary in furtherance of the mission of The University of Alabama in Huntsville and the goals and objectives of The Board of Trustees of The University of Alabama: Mallie Hale, Vice President for University Advancement – contracts and agreements relating to advancement and development activities; Kristina Hendrix, Vice President for Strategic Communications – contracts and agreements relating to marketing and communications; Bryan Samuel, Vice President for Diversity, Equity and Inclusion – contracts and agreements relating to the Office of Diversity, Equity and Inclusion; Jason B. Cooper, Associate Vice President for Finance and Business Services, and Controller – all University purchase orders and contracts and agreements with regard to software maintenance services and equipment maintenance

services; Christian Reed, Assistant Vice President for Facilities and Operations – all contracts, agreements, and permits relating to Facilities and Operations; Ronnie Hebert, Vice President for Student Affairs, Neil McMillion, Director of Residence Life, and Elisabeth Johnson, Assistant Director, Housing Operations – lease contracts for oncampus housing residents and off-campus University-owned residences, grants-in-aid for student housing worker grant recipients, auxiliary services and student services contracts; Cade Smith, Director of Athletics – athletic grants-in-aid (and renewals thereof), national letters of intent (and releases therefrom) with individual athletes, game official contracts, game contracts, and advertising agreements under \$5,000.

BE IT FURTHER RESOLVED that Todd M. Barré, Vice President for Finance and Administration of The University of Alabama in Huntsville, is hereby authorized for and on behalf of this corporation and in its name to sign checks or other orders for the payment of money from funds standing to the credit of The University of Alabama in Huntsville. All of said checks and orders for payment of money must be countersigned by Jason B. Cooper, Associate Vice President for Finance and Business Services, and Controller.

BE IT FURTHER RESOLVED that any two of the following three officials acting together: Charles L. Karr, President; Todd M. Barré, Vice President for Finance and Administration; and Jason B. Cooper, Associate Vice President for Finance and Business Services, and Controller of The University of Alabama in Huntsville, are authorized for and in the name of The Board of Trustees of The University of Alabama to sell at public or private sale or exchange any or all shares of stock, bonds, or securities in any corporation, association, trust, municipal corporation, or government that may now or hereafter stand in the name of The Board of Trustees of The University of Alabama for The University of Alabama in Huntsville, or in its name and in the name of others, and to receive and receipt for the purchase of property received in exchange and in the name of The Board of Trustees of The University of Alabama, to sign any transfers, assignments, or powers of attorney that may be necessary to make the transfer or exchange and to deliver the same, together with the stock or securities sold or exchanged, to the transferee or his agent.

BE IT FURTHER RESOLVED that all previous resolutions granting any of the foregoing powers of authority be, and hereby are, rescinded.

Granting Approval to Update Signature Authority on Existing Depositaries at UAH

### RESOLUTION

WHEREAS, The University of in Huntsville maintains with the approved depositary designated in Exhibit M, those accounts identified therein; and

WHEREAS, Board Rule 405 requires that each University official authorized to effect transactions involving those accounts, including those authorized to sign checks, initiate wire and automatic transfers, or otherwise withdraw funds from these authorized depositaries, must be designated by Resolution of the Board; and

WHEREAS, Board Rule 405 further mandates that such authority to effect transactions may not be delegated by the persons so authorized; and

WHEREAS, Board Rule 405 further requires that all individuals with authority to affect such transactions be identified in a single Resolution, which shall be revised in its entirety when any change in persons so authorized is made so that the most current Resolution listing those persons so authorized can be readily verified by the Secretary of the Board;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that, effective immediately, the individuals identified in Exhibit M are authorized to affect the transactions specified therein on behalf of The University of Alabama in Huntsville until this authorization is removed by official action of the Board. This Resolution supersedes any prior Resolution granting such authority to act on behalf of The University of Alabama in Huntsville to any individual or individuals.

Pro tem Phelps thanked Trustee Gray for his report and recognized Trustee Urquhart for a report from the Physical Properties Committee.

Trustee Urquhart reported that the Physical Properties Committee met on June 6, 2024, and considered 23 agenda items for action by the Board. The Committee recommended the 23 resolutions for approval. Trustee Urquhart moved for their approval by the Board, and the motion was seconded by Trustee Brooks. Pro tem Phelps asked if there were questions or comments concerning any of the items. Hearing none, Pro tem Phelps then called for a vote, and the following resolutions were unanimously adopted, separately and collectively, with Trustee Starnes recusing himself from voting on item XI.C.1. of the agenda ("Consideration of Resolution approving the revised project scope

and reallocated project budget; granting authorization to execute a Construction Contract for the New Biomedical Research and Psychology Building at UAB (Stage IV)").

Approving the revised project budget; granting authorization to execute a Construction Contract for the Beta Theta Pi Fraternity House Rear Addition at UA (Stage IV)

### RESOLUTION

WHEREAS, on February 2, 2024, in accordance with Board Rule 415, The Board of Trustees of The University of Alabama ("Board") approved Stage I and Stage II submittals for the Beta Theta Pi Rear Addition project ("Project") to be located at 960 University Boulevard; and

WHEREAS, the Project will allow for an addition to the north elevation ("rear") of the Beta Theta Pi ("Chapter") fraternity house, consisting of a 1,000 square foot extension to the existing game room and an additional 200 square feet of needed storage space for a total increase of 1,200 square feet; and

WHEREAS, the addition will enhance the functionality of the house and the student-life experience for both existing and future members by aligning the house with current trends in Greek life, which will aid in recruitment and Chapter growth; and

WHEREAS, to mitigate the impact to Chapter members during the Fall semester, and to meet the Chapter's request to occupy the additional space by the Spring 2025 semester, the University has sequenced the Project to include a preliminary Utilities and Infrastructure relocation package ahead of the main construction package; and

WHEREAS, Ellis Architects ("Ellis") of Tuscaloosa, Alabama, was engaged by the University and the Chapter to perform due diligence and programming services for this Project, thereby gaining valuable insight to the Project and specific Chapter needs; and

WHEREAS, this insight, as well as Ellis's knowledge of University Standards, design principles, and procedures, will greatly facilitate an efficient design and administrative process; and

WHEREAS, Ellis has agreed to accelerate design services so that the Project can be completed, and the additional space fully utilized for the Spring 2025 semester; and

WHEREAS, on February 2, 2024, in accordance with Board Rule 415, due to the abovementioned benefits to the University, the Board authorized the University to waive

the Consultant Selection Process and to utilize Ellis to provide design services for the Project; and

WHEREAS, the University has negotiated a final design fee based on 7.7% of the cost of the main construction package, with a 1.18 renovation factor, plus additional services of a not-to-exceed amount of \$1,000, less a credit of \$9,700, which represents a discount of approximately 23% of the standard fee; and

WHEREAS, the engineering services for the Construction – Utilities & Infrastructure Package will be a direct engineering services agreement between the University and a civil engineering firm to ensure coordination with critical University utilities in the area and City of Tuscaloosa requirements; and

WHEREAS, to best serve the members and further support Chapter operations, the Chapter desired to minimally increase the size of the addition by 300 square feet for a total of 1,500 square feet which will more fully utilize the available lot and provide additional program benefit into the future for the Chapter; and

WHEREAS, the Chapter further desired to reduce operational expense related to exterior maintenance and to provide an outdoor gathering space for its members by including a hardscape patio directly adjacent to the east of the addition; and

WHEREAS, on April 12, 2024, the Board approved the scope change and associated budget increase from \$1,171,205 to \$1,384,904; and

WHEREAS, on April 12, 2024, the Board approved the Stage III submittal for the Project; and

WHEREAS, on April 18, 2024, pursuant to Title 39, Public Works provisions of the Code of Alabama, competitive bids were received for the Construction — Utilities & Infrastructure Package for the Project and Central Alabama Asphalt & Construction Co, LLC, Tuscaloosa, Alabama ("CAA"), was declared the lowest responsible bidder with a base bid of \$209,015 as referenced on the certified bid tab; and

WHEREAS, the total proposed contract award of \$209,015 exceeds the budgeted amount of \$125,000 included in the previously approved project budget; and

WHEREAS, in accordance with Board Rule 415, the University is requesting approval to award the construction contract for the Construction – Utilities and Infrastructure Package to CAA for a total contract amount of \$209,015; and

WHEREAS, the University, on behalf of the Chapter, is requesting approval of a Revised Budget from \$1,384,904 to \$1,409,361 to reflect the construction bid results and associated revisions to soft cost; and

WHEREAS, the Project will be funded from Beta Theta Pi Chapter Reserves in the amount of \$1,409,361, which the University has verified, and the Chapter is current with their existing note; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the revised budget for the Project is as stipulated below:

BUDGET:	REVISED
Construction – Addition Package	\$ 741,200
Construction - Utilities & Infrastructure	\$ 
Package	209,015
Landscaping	\$ 25,000
Security & Access Control	\$ 50,000
Telecomm & Data	\$ 50,000
Contingency (5%)	\$ 48,761
UA Project Management Fee² (4.5%)	\$ 46,079
Architect/Engineer Fee3 (~7.4%)	\$ 69,522
Other4	\$ 125,000
Escalation <sup>5</sup>	\$ 44,784
TOTAL PROJECT COST	\$ 1,409,361

<sup>1</sup>Contingency is based on 5% of the Construction Packages and Landscaping.

<sup>2</sup>UA Project Management Fee is based on 4.5% of the Construction Packages, Landscaping, and Contingency.

<sup>3</sup>Architect/Engineer Fee is based on 7.4% of the Construction - Addition Package plus a 1.18 Renovation Factor, plus \$1,000 in NTE Additional Services, less a \$9,700 credit, plus a lump sum engineering fee of \$11,250 for the Construction — Utilities & Infrastructure Package plus \$3,500 in NTE Additional Services, less a credit of \$1,250 that will be a direct engineering services agreement between the University and a civil engineer to ensure coordination with critical University utilities in the area.

4Other expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

5Escalation is currently based on an anticipated 1% inflation per month through September of 2024 and 0.5% per month thereafter. Therefore, escalation is calculated on a 5% basis for the Addition Package and Landscaping related construction and soft costs for this project based on the anticipated bid date of July 2024.

**Current Package for Contract Award Approval** 

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The Budget and Funding Revision for the Project are hereby approved as stipulated above.

BE IT FURTHER RESOLVED that Stuart R. Bell, President, Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama be, and each hereby is, authorized to act for and on behalf of the Board of Trustees to execute the aforementioned contract with Central Alabama Asphalt & Construction Co, LLC of Tuscaloosa, Alabama for Construction of the Utilities & Infrastructure Package for the Project in accordance with Board Rule 415.

Approving the revised project budget; granting authorization to execute Construction Contracts for the Psychology Building Renovation and Addition at UA (Stage IV)

### RESOLUTION

WHEREAS, on September 1, 2023, in accordance with Board Rule 415, the Board of Trustees of The University of Alabama ("Board") approved the Stage I submittal for the Psychology Building Renovation and Addition project ("Project") to be located at 330 Kirkbride Lane, Tuscaloosa, AL; and

WHEREAS, the Project will allow for the relocation of the Department of Psychology ("Psychology"), currently housed primarily in Gordon Palmer Hall, to the vacant sister building of Printing and Mail Services located directly across Kirkbride Lane; and

WHEREAS, the Department maintains several programs in the immediately adjacent McMillan building and this location will further promote collaboration and efficiency within the Department through this colocation; and

WHEREAS, Psychology's existing offices and lab spaces in Gordon Palmer Hall are in need of renovation, inefficiently laid out, and impede the academic, clinical and research functions of the Department; and

WHEREAS, the relocation of Psychology to this proposed renovated facility will allow the Department to offer outstanding teaching in appropriately sized spaces, attract and retain highly productive scholars and staff, and have space that matches research needs; and

WHEREAS, the proposed facility will further meet the needs of the Department of Psychology by accommodating previous and anticipated growth in both faculty recruitment and student enrollment, offer strategic colocation opportunities, and create modern learning spaces and research laboratories; and

WHEREAS, the proposed Project will also facilitate the phased renovation of Gordon Palmer Hall through the vacation of a large footprint of existing occupied space, allowing for an update which will modernize, enhance and enliven the academic experience for students, faculty, and staff; and

WHEREAS, the Project will include a full renovation of the existing 30,000 gross square foot ("GSF") facility as well as an expansion to include an additional 22,117 GSF and an alternate of 2600 GSF to expand the tiered classroom; which is requested to be awarded with the construction contract herein; for a total proposed 54,717 GSF which will provide sufficient space and opportunity to efficiently organize the research and clinical areas needed by the Psychology faculty and to house dedicated classroom space; and

WHEREAS, previously, as appropriate to stabilize the building, the University installed campus standard windows, an aluminum cornice system and a shingle roof and that investment will be maintained and utilized for the benefit of the Project and serve to ensure the architectural character and consistency of the building with campus; and

WHEREAS, the University will leverage the knowledge gained from the construction of the Printing and Mail facility as the structure and detailing are exactly the same for the two buildings, which will yield an effective and efficient design process; and

WHEREAS, the scope was originally split among three packages to maintain efficient and cost-effective delivery, including Construction Package A – Main Addition and Renovation, Construction Package B – Elevator Package, and Owner Provided Contractor Installed Equipment ("OFCI"); and

WHEREAS, on November 3, 2023, the Board approved a budget reallocation to reflect the addition of Construction Package C – Encapsulation and Foundations Package, to aid in the timely delivery of the project by reinforcing and waterproofing the crawlspace of the existing structure; and

WHEREAS, on November 3, 2023, in accordance with Board Rule 415, the Board approved the top ranked architectural firms and authorized University officials to proceed with negotiations for architectural services with Poole and Company Architects of Birmingham, Alabama ("Poole and Company"); and

WHEREAS, upon completion of negotiations with Poole and Company, the University established a final design fee of 5.3% of the costs of Construction Packages A

- C, Landscaping, and Owner Furnished Contractor Installed Equipment, plus a 1.15 renovation factor related to the existing facility renovations only, and \$165,706 for additional services and reimbursable expenses, which reflects an overall savings from the originally budgeted design fee; and

WHEREAS, on April 12, 2024, the Board approved a Budget Reallocation to reflect the final design fees; and

WHEREAS, in accordance with Board Rule 415, on April 12, 2024, the Board approved renderings for the Stage III submittal for the Project; and

WHEREAS, on April 9, 2024, pursuant to Title 39, Public Works Provisions of the Code of Alabama, competitive bids were received for the Construction Package C – Encapsulation and Foundations and J.T. Harrison Construction Co., Inc., of Tuscaloosa, Alabama ("Harrison Construction"), was declared the lowest responsible bidder with an adjusted base bid in the amount of \$1,122,500, as referenced on the certified bid tab, for the work related to the Project; and

WHEREAS, the University is requesting approval to award the construction contract for Construction Package C – Encapsulation and Foundations to Harrison Construction in the amount of \$1,122,500; and

WHEREAS, on May 7, 2024, pursuant to Title 39, Public Works Provisions of the Code of Alabama, competitive bids were received for Construction Package A – Main Addition and Renovation (including landscaping and elevator) and Harrison Construction was declared the lowest responsible bidder with an adjusted base bid in the amount of \$17,559,000 as referenced on the certified bid tab, for the work related to the Project; and

WHEREAS, the University desires to accept Alternate #1 – Stained Wood Trim for \$112,000, Alternate #2 – Upgrade Floor Materials for \$300,000, Alternate #3 – Landscape & Furniture for \$145,000, Alternate #4 – Skylights for \$178,000, Alternate #5 – Limestone for \$1, and Alternate #6 – Tiered Classroom Expansion for \$800,000; and

WHEREAS, the University is requesting approval to award the construction contract for Construction Package A – Main Addition and Renovation of the Project to Harrison Construction for a total contract in the amount of \$19,094,001 inclusive of the base bid plus Alternates 1-6; and

WHEREAS, the University is requesting a Budget Reduction from \$34,980,000 to \$29,331,872 to reflect the savings from the aforementioned construction packages and related revisions to soft costs; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from Office of Academic Affairs Reserves in the amount of \$3,497,000 and Future General Revenue Bonds in the amount of \$25,834,872; and

WHEREAS, the Revised and Reallocated Budget for the Project is as stipulated below:

BUDGET:	REVISED
Construction Package A – Main Addition	
and Renovation	\$ 19,094,001
Construction Package B – Elevator Package (bid	
with Package A)	\$ 0
Construction Package C – Encapsulation	
and Foundations Package	\$ 1,122,500
Owner Furnished Contractor Installed (OFCI)	
Equipment	\$ 1,500,000
Landscaping (bid with Package A)	\$ 0
Furniture, Fixtures and Equipment	\$ 1,869,122
Security/Access Control	\$ 154,700
Telecommunication/Data	\$ 420,200
Contingency (10%)	\$ 2,171,650
UA Project Management Fee <sup>2</sup> (4.5%)	\$ 1,074,967
Architect/Engineer Fee3 (~6.7%)	\$ 1,459,648
Other4	\$ 465,084
Escalation <sup>5</sup>	\$ 0
TOTAL PROJECT COST	\$ 29,331,872

<sup>1</sup>Contingency is based on 10% of the costs of Construction Packages A – C, OFCI Equipment and Landscaping.

<sup>2</sup>UA Project Management Fee is based on 4.5% of the costs of Construction Packages A - C, OFCI Equipment, Landscaping, and Contingency.

<sup>3</sup>Architect/Engineer Fee is based on 5.5% of the costs of Construction Packages A - C, Landscaping, and OFCI Equipment plus a Renovation Factor of 1.15 for the existing facility renovation, plus \$165,706 for additional services and reimbursable expenses.

4Other expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

5Escalation was based on an anticipated 6% inflation through the original estimated bid date of March 2024.

## **Current Packages for Contract Award Approval**

WHEREAS, officials at The University of Alabama have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain costs incurred in connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The University does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to pay or to reimburse the Board for capital expenditures incurred after the date that is no more than 60 days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installation of the Project. This portion of this resolution is being adopted pursuant to the requirements of Treasury regulations Section 1.150-2(e).
- 2. The revised and reallocated budget for the Project is hereby approved as stipulated above.
- 3. The revised funding for the Project is hereby approved as stipulated above.

BE IT FURTHER RESOLVED that Stuart R. Bell, President; Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer; or those officers named in the most recent Board Resolutions granting signature authority for the University be, and hereby are, authorized to act for and on behalf of The Board of Trustees of The University of Alabama in executing the aforementioned construction contracts with J.T. Harrison Construction Co., Inc. of Tuscaloosa, Alabama for Construction Package C – Encapsulation and Foundations and for Construction Package A – Main Addition and Renovation for the Project in accordance with Board Rule 415.

Approving the revised project budget; granting authorization to execute a Construction Contract for the Smith Family Center for the Performing Arts at UA (Stage IV)

### RESOLUTION

WHEREAS, in accordance with Board Rule 415, on April 4, 2014, The Board of Trustees of The University of Alabama ("Board") approved the Stage I submittal for the

Performing Arts Academic Center project ("Project") to be located on the Peter Bryce campus at a projected cost of \$60,000,000; and

WHEREAS, in accordance with Board Rule 415, on April 10, 2015, the Board approved the top three ranked architectural firms and authorized officials of The University of Alabama ("University") to proceed with negotiations; and

WHEREAS, upon completion of negotiations with the top ranked firm of TurnerBatson Architect, of Birmingham, Alabama, the University has established a design fee of 5.6% of construction, less a \$10,000 credit for landscaping design, plus \$52,000 for programming design, \$57,500 for the Welcome Center programming, \$50,000 for enhanced construction administration services, \$20,000 for enhanced printing, \$865,000 for specialty consultants for theater equipment and rigging, audio visual and acoustical design, and reimbursable expenses not to exceed \$110,300; and

WHEREAS, on November 4, 2016, the Board approved a Revised Budget to reflect the negotiated architect fees; and

WHEREAS, on November 4, 2016, the Board approved the Stage III submittal; and

WHEREAS, on June 13, 2019, pursuant to Title 39, Public Works provisions of the Code of Alabama, the University received competitive bids for Package A – Storm Water Package and Price Construction Company, Inc., Peterson, Alabama, was declared the lowest responsible bidder for the Project with a base bid amount of \$254,982; and

WHEREAS, Price Construction Company, Inc., final contract amount was \$247,864 as reflected in the Project budget below; and

WHEREAS, on April 12, 2019, the Board approved the recommended ranking of the Commissioning Consultant and authorized officials of the University to proceed with negotiations; and

WHEREAS, upon completion of negotiations with Environmental Systems Corporation of Huntsville, Alabama, the University has established a final lump sum fee for Commissioning Services of \$214,109; and

WHEREAS, the University has deemed it appropriate to include space for the Opera program into the existing footprint and within the previously approved square footage so that Bryant-Jordan Hall can be decommissioned in accordance with the plans for the Peter Bryce Preserve; and

WHEREAS, on June 10, 2022, the Board approved a Revised Budget of \$133,000,000 to reflect the change in scope, current construction market and associated changes to soft costs; and

WHEREAS, the University deemed it necessary to separate the Project into four separate construction packages so as to maintain project progress, including Construction Package A – Utilities and Infrastructure, Construction Package B – Sitework and Selective Foundations, Construction Package C – Building Construction, and Package D – Building Foundations; and

WHEREAS, the Construction Package A – Utilities and Infrastructure Package included storm water improvements to prepare the Project site; and

WHEREAS, the Construction Package B – Sitework and Selective Foundations included partial foundations and sitework to prepare the Project site; and

WHEREAS, the Construction Package C – Building Construction will include the construction of the new facility and the University worked to align the project bid schedule with favorable market conditions and contractor participation and availability; and

WHEREAS, the Construction Package D – Building Foundations included the foundations of the facility; and

WHEREAS, to mitigate the effects of continued supply chain challenges associated with long lead equipment, ensure coordination of equipment between packages and to offset continued inflationary pressure the Project includes the purchase of Owner Furnished Contractor Installed ("OFCI") Electrical equipment and OFCI Theater equipment; that will bid with Package C – Building Construction; and Owner Furnished Theater Equipment; and

WHEREAS, on December 21, 2022, pursuant to Title 39, Public Works provisions of the Code of Alabama, competitive bids were received for Package B - Sitework and Selective Foundations and M.J. Harris Construction Services, LLC, Birmingham, Alabama ("M.J. Harris") was declared the lowest responsible bidder with a base bid amount of \$5,985,000 as referenced on the certified bid tab, for the work related to the Project; and

WHEREAS, on February 3, 2023, the Board approved the award of the construction contract for Package B – Sitework and Selective Foundations to M.J. Harris, in the amount of \$5,985,000; and

WHEREAS, M.J. Harris' final contract amount was \$6,252,946 as reflected in the Project budget below; and

WHEREAS, on February 3, 2023, the Board approved a Budget Reallocation to reflect the current construction and equipment packaging; and

WHEREAS, on September 28, 2023, pursuant to Title 39, Public Works provisions of the Code of Alabama, competitive bids were received for Package D - Building Foundations and J.T. Harrison Construction Co., Inc., Tuscaloosa, Alabama ("Harrison Construction") was declared the lowest responsible bidder with an adjusted base bid amount of \$3,186,000 as referenced on the certified bid tab, for the work related to the Project; and

WHEREAS, on November 3, 2023, the Board approved the award of the construction contract for Package D – Building Foundations to Harrison Construction for a total contract in the amount of \$3,186,000; and

WHEREAS, on November 3, 2023, the Board approved a Budget Reallocation to reflect the current construction and equipment packaging, aforementioned bid results, and related adjustments to soft costs; and

WHEREAS, on April 12, 2024 the Board approved the naming of the facility as the Smith Family Center for the Performing Arts as reflected herein; and

WHEREAS, on April 30, 2024, pursuant to Title 39, Public Works provisions of the Code of Alabama, competitive bids were received for Package C - Building Construction and M.J. Harris Construction Services, LLC, Birmingham, Alabama ("M.J. Harris") was declared the lowest responsible bidder with an adjusted base bid amount of \$127,058,000 as referenced on the certified bid tab, for the work related to the Project; and

WHEREAS, the University desires to accept Alternate #1: Connecting Bridges in the amount of \$1,212,000; Alternate #2: Lobby Railing and Tile Upgrade in the amount of \$296,000; Alternate #3: Plaza Hardscape in the amount of \$845,000; Alternate #4: Drama Studio Theatre Steel in the amount of \$1,355,000; Alternate #5: Drama Studio Theatre Fit-Up in the amount of \$1,365,000; Alternate #6: Drama Studio Theatre A/V and Equipment in the amount of \$1,765,000; Alternate #7: Decorative Lights in Wood Elements under the Catwalks in Dance Theatre in the amount of \$98,000; Alternate #8: Wood Slat on Rear Wall of Dance Theatre in the amount of \$220,000; and

WHEREAS, the University is requesting approval to award the construction contract for Package C – Building Construction to M.J. Harris for a total contract in the amount of \$134,214,000 inclusive of Alternates 1 through 8; and

WHEREAS, the University originally bid the aforementioned Package and scope in May 2023; but, based on bid results and market conditions, determined that it was in the best interest of the Project to rebid in coordination with market conditions and subcontractor availability and this revised budget based on this approach is less than the previously estimated total project cost for the Project and yielded a savings of approximately \$10,000,000 from the previous bid results; and

WHEREAS, the University is requesting approval for a Budget Revision from \$133,000,000 to \$177,002,282 to reflect the bid results and associated Construction Contract, and the related adjustments to soft costs; and

WHEREAS, the Project will be funded from Gifts (Realized through April 2024) in the amount of \$25,136,927, University Central Reserves to be repaid through current pledges in the amount of \$10,115,355, Arts and Sciences Reserves and Future Gifts in the amount of \$20,750,000, and Future General Revenue Bonds in the amount of \$121,000,000 for a Total Project Cost of \$177,002,282; and

WHEREAS, the Project design, location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the revised budget for the Project is as stipulated below:

BUDGET:	REVISED	
Package A – Utilities and Infrastructure	<i>\$</i>	247,864
Package B - Sitework & Selective Foundations	\$	6,252,946
Package C – Building Construction	\$	134,214,000
Package D – Building Foundations Owner Furnished Contractor Installed Electrical	\$	3,186,000
Equipment	\$	399,395
Owner Furnished Theater Equipment	\$	4,500,000
Furniture, Fixtures, and Equipment	\$	1,000,000
Security/Access Control	\$	750,000
Telecommunication/Data	\$	750,000
Contingency (5%)	\$	7,095,000
UA Project Management Fee² (3%)	\$	4,676,856
Architect/Engineer Fee <sup>3</sup> (~6.7%)	\$	9,946,112
Escalation/Inflation4	\$	270,000
Commissioning Fee	\$	214,109
Other <sup>5</sup>	\$	3,500,000
TOTAL PROJECT COST	\$	177,002,282

<sup>1</sup>Contingency is based on 5% of Package C - Building Construction, Package D − Building Foundations, and Owner Furnished Theater Equipment.

<sup>2</sup>UA Project Management fee is based on 3% of the costs of Package A - Utilities and Infrastructure, Package B - Sitework & Selective Foundations, Package C - Building

Construction, Package D - Building Foundations, OFCI Electrical Equipment, Owner Furnished Theater Equipment, and Contingency.

<sup>3</sup>Architect/Engineer Fee is based on 5.5% for Package B - Sitework & Selective Foundations, Package C - Building Construction, Package D - Building Foundations, OFCI Electrical Equipment, and Owner Furnished Theater Equipment plus \$694,658 in additional services, \$940,575 for Specialty Consultants, & \$140,500 in Reimbursables <sup>4</sup>Escalation/Inflation is based on 0.5% inflation per month through June 2025 for the Owner Furnished Theatre Equipment. Therefore, Escalation/Inflation is calculated on a 6% basis through the scheduled purchase date of June 2025.

5Other expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

Work Completed. Final Contract/Agreement Amount.

# Current Package for Contract Award Approval.

WHEREAS, officials at The University of Alabama have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain of the costs incurred in connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The University of Alabama does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to pay or to reimburse the Board for capital expenditures incurred after the date that is no more than 60 days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installment of the Project. This portion of this resolution is being adopted pursuant to the requirements of Treasury regulations Section 1.150-2(e).
- 2. The Budget revision for the Project is hereby approved as stipulated above.
- 3. The Funding revision for the Project is hereby approved as stipulated above.

BE IT FURTHER RESOLVED Stuart R. Bell, President, Cheryl Mowdy; Interim Vice President for Finance and Operations and Treasurer; or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama be, and each hereby is, authorized to act for and on behalf of the Board of Trustees to execute the aforementioned contract with M.J. Harris Construction Services, LLC, Birmingham, Alabama, for Package C – Building Construction for this Project in accordance with Board Rule 415.

Approving the revised project budget and proposed architectural design for the Finance Administrative Services Building at UA (Stage III)

### RESOLUTION

WHEREAS, on February 3, 2023, in accordance with Board Rnle 415, the Board of Trustees of The University of Alabama ("Board") approved a Stage I submittal for the Finance Administrative Services Building Renovation project ("Project") to be located at 220 Paul W. Bryant Drive East; and

WHEREAS, the University acquired the property in 1975 as part of the Urban Renewal Plan adopted by the community in 1971; and

WHEREAS, the University subsequently leased the property to the Alabama Credit Union in 1983 and, as the lease is expiring, the University would now like to utilize the property and adapt the existing facility for institutional purposes; and

WHEREAS, the Project will include the interior renovation of the existing 9,089 gross square foot building to house the Office of Finance and related departments including Financial Accounting and Reporting, the Tax Office, the Budget Office, and Finance Information Systems and Data Integrity; and

WHEREAS, the renovation will provide a centralized location for Office of Finance operations and allow for the reallocation of vacated space within the Rose Administration Building to support critical needs there; and

WHEREAS, on April 14, 2023, in accordance with Board Rule 415, the Board authorized the University to negotiate for architectural services to be provided by B Group Architects, of Birmingham, Alabama ("B Group"); and

WHEREAS, upon completion of negotiations with B Group, the University established a final design fee of 6.4% of the cost of construction and landscaping, plus a 1.25 renovation factor; and

WHEREAS, the University desires to add Construction Package B - Early Demolition/Abatement to allow for further exploratory work and early demolition once the facility is vacated and recover as much of the schedule as possible; and

WHEREAS, responsible officials of the University have received renderings for the Stage III submittal and are recommending approval of said design; and

WHEREAS, the University is requesting a budget revision for the aforementioned construction packaging and an increase in Total Project Budget from \$6,068,550 to \$6,900,000 related to the anticipated increase in construction costs associated with the

delayed completion of the current tenants' new facility and vacation of the existing facility; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from University Central Reserves in the amount of \$6,171,286, and Finance and Operations Reserves in the amount of \$728,714, and will address deferred maintenance liabilities in the amount of \$2,415,420; and

WHEREAS, the Revised Budget for the Project is as stipulated:

BUDGET:		REVISED
Construction Package A – Main Renovation	\$	3,990,000
Construction Package B – Early Demolition / Abatement	\$	400,000
Landscaping	\$	93,500
Furniture, Fixtures, and Equipment	\$	775,000
Security/Access Control	\$	82,500
Telecommunication/Data	\$	195,000
Contingency 1 (10%)	\$	448,350
UA Project Management Fee <sup>2</sup> (3%)	\$	147,956
Architect/Engineer Fee3 (~8%)	\$	358,680
Commissioning	\$	27,500
Other4	\$	246,220
Inflation Escalation 5	_\$_	135,294
TOTAL PROJECT COST	\$	6,900,000

- <sup>1</sup> Contingency is based on 10% of Construction Packages A and B and Landscaping.
- <sup>2</sup> UA Project Management Fee is based on 3% of Construction Packages A & B, Landscaping, and Contingency.
- <sup>3</sup> Architect/Engineer Fee is based on 6.4% of the cost of Construction Packages A & B and Landscaping, plus a renovation factor of 25% (8% total fee).
- 4 Other expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.
- Escalation is based on an anticipated 2% inflation through the estimated bid date of July 2024 as included in the Project Status.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The Stage III Architectural Design submittal for the Project is hereby approved.
- 2. The Budget and Funding Revision for the Project is hereby approved as stipulated above.

Approving the revised project scope and budget; granting authorization to negotiate an Owner/Architect Agreement for the New Student Health and Wellness Building at UA (Stage II)

### RESOLUTION

WHEREAS, on April 12, 2024, in accordance with Board Rule 415, The Board of Trustees of The University of Alabama ("Board") approved a Stage I submittal for the Student Health and Wellness Building New Construction project ("Project") to be located at the East Bryce Campus near the southwest corner of Kilgore Lane and Peter Bryce Boulevard; and

WHEREAS, the proposed Project will provide much needed space for multiple divisions of UA Student Life including the Counseling Center, Collegiate Recovery and Intervention Services, Health Promotion and Wellness, and the Women and Gender Resource Center and will enable these student-centric departments to make expansions and enhancements to existing programs and service offerings, furthering the mission of service to students; and

WHEREAS, the new facility will increase support for student health and wellbeing, promoting a holistic view of student wellness that considers the total student and entirety of the student experience to help them establish and maintain a lifelong approach to wellness, which is an attractive offering to potential students and their families, enhancing The University of Alabama's ("University's") opportunities for increasing recruitment and enrollment as well as helping to retain current students; and

WHEREAS, the relocation of the Counseling Center, Collegiate Recovery, and the Women and Gender Resource Center is necessary as these programs are currently housed in the South Lawn Building for which the property lease expires June 2026; and

WHEREAS, the new construction will allow for the colocation of these divisions which will better serve the student population and enhance operations by providing a facility that maximizes operational efficiency with shared areas as appropriate while also meeting the specific needs of each program including welcoming confidential counseling spaces, an abundance of natural light, and private entrance areas as needed; and

WHEREAS, the proposed Project will include an approximately 54,765 gross square feet ("GSF") facility with one-story of main program space and will be architecturally aligned to complement the surrounding facilities and take advantage of the surrounding green space; and

WHEREAS, to align with potential future developments in the vicinity and to ensure adequate accommodations to all students, staff, faculty, and visitors as well as facility infrastructure, the University is requesting an increase of approximately 35,620 GSF, for a total facility size of 90,385 GSF, to include a district thermal energy plant and a district storm shelter within a lower level of the proposed Student Health and Wellness Building; and

WHEREAS, the district thermal energy plant will efficiently provide chilled water for the surrounding buildings including Student Health and Wellness Building, University Hall, and any future facilities in the area, such as Alumni Hall and new Residence Halls; and

WHEREAS, the district storm shelter will include capacity for 1,500 people and will serve the proposed Student Health and Wellness Building and surrounding facilities in the area and will meet the requirements for any future Residence Halls located nearby as indicated on the master plan for the area; and

WHEREAS, to mitigate the effects of continued industry lead time issues and deliver the Project as efficiently as possible, the Project will be separated into two (2) packages: Package A – Site Development and Package B – Main Construction; and

WHEREAS, the University is requesting a budget increase from \$48,000,000 to \$64,000,000 to account for the aforementioned additional scope and related revisions to soft costs; and

WHEREAS, the Consultant Selection Committee, appointed by the University, has completed Part 1 of the Consultant Selection Process in accordance with Board Rule 415 and negotiations for the Project will be conducted with the top ranked firm following Board approval as follows:

# Ranking of Top Firms:

- 1. Williams Blackstock Architects, Birmingham, Alabama
- 2. TRO Jung Brannen, Birmingham, Alabama
- 3. Seay, Seay, & Litchfield Architects, Montgomery, Alabama

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from University Central Reserves in the amount of \$9,500,000, Housing Residential Communities Reserves in the amount of \$10,500,000 and Future General Revenue Bonds in the amount of \$44,000,000 for a total project cost of \$64,000,000 and will eliminate an annual lease expense in the amount of \$253,992; and

WHEREAS, the revised budget for the Project is as stipulated below:

BUDGET:	REVISED
Package A – Site Development	\$ 750,000
Package B – Main Construction	\$ 45,307,366
Landscaping	\$ 575,000
Furniture, Fixtures and Equipment	\$ 2,300,000
Owner Furnished Contractor Installed (OFCI) Equipment	\$ 2,100,000
Security/Access Control	\$ 600,000
Audio Visual	\$ 600,000
Telecommunication/Data	\$ 600,000
Contingency (5%)	\$ 2,436,618
UA Project Management Fee <sup>2</sup> (3.5%)	\$ 1,790,914
Architect/Engineer Fee3 (4.5%)	\$ 2,323,456
Commissioning	\$ 122,000
Other4	\$ 872,004
Escalation <sup>5</sup>	\$ 3,622,642
TOTAL PROJECT COST	\$ 64,000,000

<sup>1</sup>Contingency is based on 5% of the costs of the Packages A-B, Landscaping, and OFCI Equipment.

<sup>2</sup>UA Project Management Fee is based on 3.5% of the costs of the Packages A-B, Landscaping, OFCI Equipment, and Contingency.

<sup>3</sup>Architect/Engineer Fee is based on 4.5% of the costs of the Packages A-B, Landscaping, OFCI Equipment, Furnishings, Fixtures, and Equipment, and Audio Visual.

4Other fees and expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

5Escalation is currently based on an anticipated 1% inflation per month through September of 2024 and 0.5% per month thereafter. Therefore, escalation is calculated on a 6% basis for this project based on the anticipated bid date of December 2024 as included in the Project Status.

WHEREAS, officials at The University of Alabama have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain costs incurred in

connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The University does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to pay or to reimburse the Board for capital expenditures incurred after the date that is no more than 60 days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in counection with the acquisition, construction, and installation of the Project. This portion of this resolution is being adopted pursuant to the requirements of Treasury regulations Section 1.150-2(e).
- 2. The revised Project Scope, Budget, and Funding, as stipulated above, are hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by The Board of Trustees of The University of Alabama that Stuart R. Bell, President; Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer; or those officers named in the most recent Board Resolution granting signature authority for the University be, and hereby are, authorized for and on behalf of the Board to execute an Owner Designer Agreement with Williams Blackstock Architects, Birmingham, Alabama, for architectural services in accordance with Board Rule 415 for this project.

Approving the preliminary project scope and budget; granting authorization to execute an Owner/Architect Agreement for the Capital Hall Renovation and Addition for Theater and Dance at UA (Stage I & Stage II)

#### RESOLUTION

WHEREAS, in accordance with Board Rule 415, The University of Alabama ("University") is requesting approval of a Stage I submittal for the Capital Hall Renovation and Addition for Theater and Dance project ("Project") to be located at 270 Kilgore Lane; and

WHEREAS, this project will include a renovation of approximately 9,600 gross square feet ("GSF") of the existing facility as well as an expansion to include an additional 4,700 GSF, which will facilitate a critical step in the planned relocation of the Department of Theatre and Dance to the Peter Bryce Campus; and

WHEREAS, the proposed Project will support the Department's relocation to the Peter Bryce Main Facility and the Smith Family Center for the Performing Arts, which will house the faculty offices, classroom and performance spaces for the Department; and

WHEREAS, the Project will provide the Department of Theatre and Dance with a costume shop in close proximity to the state-of-the-art Smith Family Center for the Performing Arts, which will create synergies for Department faculty and students; and

WHEREAS, the Project will allow for the reallocation of space that will be vacated by Theatre and Dance in Rowand-Johnson Hall that can be designated for other purposes in alignment with the University's strategic plan; and

WHEREAS, the Project also allows for the relocation of Costume storage from the Kidd building, which is critical to coordinate with the planned Student Health and Wellness project schedule; and

WHEREAS, to maintain an efficient and cost-effective delivery and to execute the most disruptive work over the summer break as appropriate to minimize the impact to students, faculty, and staff, the Project consists of two packages including Construction Package A — Building Renovation & Addition and Construction Package B — Interior Demolition; and

WHEREAS, TurnerBatson Architects, Birmingham, Alabama ("TurnerBatson"), has previously been engaged by the University to perform programming services for this Project and has familiarity and innate knowledge of this Project and the unique needs of the Theatre and Dance Department; and,

WHEREAS, TurnerBatson's knowledge of the preferred equipment, University Standards, design principles, and procedures will greatly facilitate the design, administrative process and the Project schedule, the University is requesting approval to waive the Consultant Selection Process and to utilize TurnerBatson for the project; and,

WHEREAS, the University has negotiated a final design fee based on 6.3% of the cost of construction, plus a 1.1 renovation factor for the existing facility renovation less a credit of \$37,273, which represents a financial benefit to the University; and,

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from University Central Reserves in the amount of \$7,384,983 and will eliminate deferred maintenance liabilities in the amount of \$3,000,000; and

WHEREAS, the preliminary budget for the Project is as stipulated below:

BUDGET:	PRELIMINARY
Construction Package A – Building Renovation &	\$
Addition	5,350,000
Construction Package B – Interior Demolition	\$ 150,000
Landscaping	\$ 50,000
Furniture, Fixtures and Equipment	\$ 200,000
Security/Access Control	\$ 50,000
Telecommunication/Data	\$ 75,000
Contingency¹ (10%)	\$ 555,000
UA Project Management Fee² (4.5%)	\$ 274,725
Architect/Engineer Fee3 (~6.0%)	\$ 335,454
Other4	\$ 200,000
Escalation <sup>5</sup>	\$ 144,804
TOTAL PROJECT COST	\$ 7,384,983

<sup>1</sup>Contingency is based on 10% of the costs of Construction Packages A & B and Landscaping.

<sup>2</sup>UA Project Management Fee is based on 4.5% of the costs of Construction Packages A & B, Landscaping, and Contingency.

3Architect/Engineer Fee is based on 6.3% of the costs of Construction Packages A & B and Landscaping plus a 1.1 renovation factor for the existing facility renovation less a credit of \$37,273.

4Other expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

5Escalation is currently based on an anticipated 1% inflation per month through September 2024 and 0.5% per month thereafter. Therefore, escalation is calculated on a 2% basis through the scheduled bid date of September 2024 as included in the Project Status.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The Stage I submittal package for the Project is hereby approved.
- 2. The preliminary Project scope, budget, and funding, as stipulated above, are hereby approved.

BE IT FURTHER RESOLVED, that Stuart R. Bell, President; Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer; or those officers named

in the most recent Board resolutions granting signature authority for the University be, and hereby are, authorized to act for and on behalf of The Board of Trustees of the University of Alabama to execute an architectural agreement with TurnerBatson Architects, Birmingham, Alabama, for architectural design services in accordance with Board Rule 415 for this project.

Approving the preliminary project scope and budget; granting authorization to execute an Owner/Architect Agreement for the Coleman Coliseum Basketball Training Facility Expansion and Renovation at UA (Stage I & Stage II)

## RESOLUTION

WHEREAS, in accordance with Board Rule 415, The University of Alabama ("University") is requesting approval of Stage I and Stage II submittals for the Coleman Coliseum Basketball Training Facility Expansion and Renovation project ("Project") to be located at 1201 Coliseum Drive; and

WHEREAS, this Project will include a renovation of approximately 19,059 gross square feet ("GSF") of the existing facility as well as an expansion to include an additional 48,883 GSF to allow for a new basketball training and player development facility in the southeast corner of Coleman Coliseum; and

WHEREAS, the Project will entail constructing a new basketball training and player development facility to include new sports medicine spaces, film/team meeting rooms, locker rooms, lounges, and coach/staff areas for both the men's and women's basketball programs as well as a new practice facility and weight room for the men's basketball program; and

WHEREAS, the current men's practice facility will be renovated to provide a dedicated, enhanced space for the women's basketball program following finishing upgrades to the space; and

WHEREAS, to maintain an efficient and cost-effective delivery, the Project consists of two packages including Construction Package A – Building Expansion and Renovation and Construction Package B – Site and Utilities; and

WHEREAS, Davis Architects, Inc., Birmingham, AL ("Davis") has previously served as consultant for the concept design for this Project and has familiarity and innate knowledge of the facility; and

WHEREAS, Intercollegiate Athletics has also requested the continued participation of Populous Holdings, LLC. due to their broad knowledge of similar facilities

having designed several across the country, which provides for valuable benchmarking data to ensure equity and competitiveness for the basketball programs and their proposed fee is included in additional services within Davis' proposed fee; and

WHEREAS, Davis' knowledge of the men's and women's facility needs through concept design, and their familiarity with University Standards, design principals and procedures, will greatly facilitate the design and administrative process and support the Project schedule, the University is requesting approval to waive the Consultant Selection Process and to utilize Davis for architectural services for the Project; and,

WHEREAS, the University has negotiated a design fee of 4.7% of the cost of construction plus a 1.1 renovation factor for the existing facility renovation, and \$350,415 for additional services and reimbursables less a discount credit of \$53,007; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from Crimson Standard Cash in the amount of \$20,000,000 and University Central Reserves in the amount of \$1,725,000 (for related storm sewer work), and Future General Revenue Bonds in the amount of \$36,949,625 for a Total Project Budget in the amount of \$58,674,625 and will eliminate deferred maintenance liabilities in the amount of \$400,000; and

WHEREAS, the preliminary budget for the Project is as stipulated below:

BUDGET:		PRELIMINARY
Construction Package A – Building Expansion	¢	
and Renovation	\$	39,527,499
Construction Package B – Site and Utilities	\$	5,154,990
Landscaping	\$	115,000
Furniture, Fixtures and Equipment	\$	1,324,018
Security/Access Control	\$	160,000
Telecommunication/Data	\$	230,000
Contingency¹ (10%)	\$	4,479,749
UA Project Management Fee <sup>2</sup> (4.5%)	\$	2,217,476
Architect/Engineer Fee3(~4.7%)	\$	2,417,628
Other4	\$	1,897,782
Escalation <sup>5</sup>	\$	1,150,483
TOTAL PROJECT COST	\$	58,674,625

¹Contingency is based on 10% of the costs of Construction Package A − Building Expansion and Renovation, Construction Package B − Site and Utilities, and Landscaping.

<sup>2</sup>UA Project Management Fee is based on 4.5% of the costs of Construction Package A – Building Expansion and Renovation, Construction Package B – Site and Utilities, Landscaping, and Contingency.

<sup>3</sup>Architect/Engineer Fee is based on 4.7% of the cost of Construction Package A - Expansion and Renovation, Construction Package B – Site and Utilities, and Landscaping plus a 10% renovation factor for the existing facility renovation, and \$350,415 for additional services and reimbursables less total credits in the amount of \$53,007.

4Other fees and expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

5Escalation is based on an anticipated 2% inflation through the scheduled bid date of October 2024 as included in the Project Status.

WHEREAS, officials at The University of Alabama have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain costs incurred in connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The University does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to pay or to reimburse the Board for capital expenditures incurred after the date that is no more than 60 days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installation of the Project. This portion of this resolution is being adopted pursuant to the requirements of Treasury regulations Section 1.150-2(e).
- 2. The Stage I submittal package for the Project is hereby approved.
- 3. The preliminary Project scope, budget, and funding, as stipulated above, are hereby approved.

BE IT FURTHER RESOLVED, that Stuart R. Bell, President; Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer; or those officers named in the most recent Board resolutions granting signature authority for the University be, and hereby are, authorized to act for and on behalf of The Board of Trustees of the

University of Alabama to execute an owner designer agreement with Davis Architects, Inc. of Birmingham, Alabama for architectural services in accordance with Board Rule 415 for this Project.

Approving the preliminary project scope and budget; granting authorization to execute an Owner/Architect Agreement for the H.M. Comer Hall 1st & 2nd Floor Interior Renovations at UA (Stage I & Stage II)

### RESOLUTION

WHEREAS, in accordance with Board Rule 415, The University of Alabama ("University") is requesting approval of a Stage I and Stage II submittal for the H.M. Comer Hall 1st & 2nd Floor Interior Renovations ("Project") to be located at 245 7th Avenue; and

WHEREAS, the Project will enhance space on the first and second floors of H.M. Comer Hall to advance student success and capabilities for the Departments of Aerospace Engineering and Mechanics ("AEM") and Civil, Construction and Environmental Engineering ("CCEE") within the College of Engineering; and

WHEREAS, the project is comprised of a single construction package for the 1st and 2nd Floor Renovations, which will modify existing spaces to accommodate AEM and CCEE department head suites, and Owner Furnished Contractor Installed Equipment to successfully meet the project's schedule; and

WHEREAS, KPS Group, of Birmingham, Alabama, has successfully executed several renovations on Campus and was previously engaged by the University as Architect of Record to perform extensive renovations on H.M. Comer Hall in 2018; and

WHEREAS, KPS Group's familiarity with the College of Engineering, their recent engagement on the College's Master Plan strategy, and their understanding of University standards, design principles, and procedures will facilitate an efficient and cost- effective design and administrative process; and

WHEREAS, KPS Group is committed to completing the designs by the end of June 2024, allowing the project to bid in late June 2024 and construction to begin with the utmost expediency to finish by the desired date of August 2024 so as to minimize the impact to the student experience and College operations, the University is requesting approval to waive the Consultant Selection Process and to utilize the engineering design services of KPS Group for the Project; and

WHEREAS, the University has negotiated a design fee of 7.0% of the cost of construction for the Project, with a 25% renovation factor, plus \$87,500 for additional services, programming and phasing planning including future work and reimbursables

and less a credit of \$58,000 for KPS' familiarity with the facility and recent Master Planning Strategy with the end users, for a total cost savings of \$58,000 which represents a 39% reduction of the standard fee for this type of project (Group III) and a financial benefit to the University; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded in the amount of \$750,000 from College of Engineering Reserves and \$1,850,000 from Office of Academic Affairs Reserves for a Total Project Cost of \$2,600,000 and will address campus deferred maintenance (capital renewal) liabilities in the amount of approximately \$150,000; and

WHEREAS, the preliminary budget for the Project is as stipulated below:

BUDGET:	PRELIMINARY
Construction	\$ 1,658,926
Owner Furnished Contractor Installed Equipment	, , ,
	\$ 30,000
Furniture, Fixtures and Equipment	\$ 300,000
Security/Access Control	\$ 20,000
Telecommunication/Data	\$ 15,000
Audio Visual	\$ 50,000
Contingency¹ (10%)	\$ 168,893
UA Project Management Fee² (4.5%)	\$ 83,602
Architect/Engineer Fee3(~8.75%)	\$ 177,281
Other Fees and Services4	\$ 96,298
TOTAL PROJECT COST	\$ 2,600,000

\*Contingency is based on 10% of the cost of construction and Owner Furnished Contractor Installed Equipment.

<sup>2</sup>UA Project Management Fee is based on 4.5% of the cost of construction, Owner Furnished Contractor Installed Equipment, and contingency.

<sup>3</sup>Architect/Engineer Fee is based on 7.0% of the cost of construction and Owner Furnished Contractor Installed Equipment plus a 1.25 renovation factor, plus \$87,500 of additional services, programming and phasing planning including future work and reimbursables, and less a \$58,000 credit.

4Other expenses include Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The Stage I submittal package for the Project is hereby approved.
- 2. The preliminary Project scope, budget, and funding, as stipulated above, are hereby approved.

ALSO, BE IT FURTHER RESOLVED THAT, Stuart R. Bell, President; Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer; or those officers named in the most recent Board Resolution granting signature authority for the University be, and hereby are, authorized for and on behalf of the Board to execute an owner designer agreement with KPS Group of Birmingham, Alabama, for architectural services in accordance with Board Rule 415 for the Project.

Approving the preliminary project scope and budget for the RISE Center Playscape Renovations and Enhancements at UA (Stage I)

#### RESOLUTION

WHEREAS, in accordance with Board Rule 415, The University of Alabama ("University") is requesting approval of a Stage I submittal for the RISE Center Playscape Renovations & Enhancements project ("Project") to be located at 600 Johnny Stallings Drive; and

WHEREAS, the Project will allow for a complete renovation of the existing exterior playground to provide inclusive, world-class, therapeutic playscapes that are accessible for children of all developmental levels and abilities; and

WHEREAS, since the current playground equipment is nearing the end of its useful life, the proposed Project is critical for the RISE Center ("RISE") to maintain its mission of enriching the lives of infants and preschoolers – both traditional learners and children with varying abilities – and will provide an enhanced opportunity for children to thrive; and

WHEREAS, the new therapeutic playground areas will build upon the values of RISE to create different types of outdoor learning and play environments, better connecting children with nature and providing opportunities for creativity and agency for all abilities and developmental stages; and

WHEREAS, the Project includes three distinct playscape areas and has been organized in a way so that RISE can proceed with flexibility in coordination with receipt of funding as either individual construction packages or comprehensively; and

WHEREAS, the playscapes are included as Construction Package A – Infant Yard, Construction Package B – Toddler Yard, and Construction Package C – Preschool Yard, and are tailored to the specific developmental needs of the children; and

WHEREAS, the Construction Packages above include the associated playscape equipment as it will be installed integral with the work and included in the related package bids; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded in the amount of \$600,000 from the Office of Academic Affairs Reserves and \$2,400,000 from Future Gifts for a total Project Cost of \$3,000,000 and will eliminate deferred maintenance liabilities in the amount of \$3,000,000; and

WHEREAS, the preliminary budget for the Project is as stipulated below:

BUDGET:	PRELIMINARY
Construction Package A - Infant Yard	\$ 346,934
Construction Package B - Toddler Yard	\$ 461,533
Construction Package C - Preschool Yard	\$ 1,079,333
Landscaping	\$ 140,000
Contingency¹ (10%)	\$ 188,780
UA Project Management Fee <sup>2</sup> (4.5%)	\$ 93,446
Architect/Engineer Fee <sup>3</sup> (~7.48%)	\$ 201,679
Other4	\$ 166,866
Escalation <sup>5</sup>	\$ 321,429
TOTAL PROJECT COST	\$ 3,000,000

All Construction Package above include the associated playscape equipment as it will be installed integral with the work and included in the related package bids.

<sup>1</sup>Contingency is based on 10% of the costs of Construction Packages A - C.

<sup>2</sup>UA Project Management Fee is based on 4.5% of the costs of Construction Packages A - C and Contingency.

<sup>3</sup>Architect/Engineer Fee is based on 6.8% of the costs of Construction Packages A – C and Landscaping, plus 10% renovation factor for a total of 7.48%, plus additional services for specialty consultant fees of \$50,000.

<sup>4</sup>Other fees and expenses include Geotech, Construction Materials Testing, Inspections, Advertising, Printing, and other associated project costs, as applicable.

<sup>5</sup>Escalation is currently based on an anticipated 1% inflation per month through September of 2024 and 0.5% per month thereafter. Therefore, escalation is calculated on

a 12% basis for this project based on an anticipated bid date of February 2026 as included in the Project Status.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The Stage I submittal package for the Project is hereby approved.
- 2. The preliminary Project scope, budget, and funding, as stipulated above, are hereby approved.

## Approving the 2024 UA Campus Master Plan

### RESOLUTION

WHEREAS, Board Rule 415 requires that each campus formally review a Campus Master Plan every five years and provide updates as required; and

WHEREAS, The University of Alabama ("University") has prepared and submitted to The Board of Trustees of The University of Alabama ("Board") a 2024 Campus Master Plan in accordance therewith; and

WHEREAS, the 2024 Campus Master Plan provides a framework to guide current and future campus development and ensures a systematic approach that maintains the integrity and character of the Campus; and

WHEREAS, the University presented the Campus Master Plan document to the Board as an Information Item at its April 12, 2024 Board meeting with the request that the 2024 Campus Master Plan be formally approved after appropriate review and comment by the Board; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama hereby approves the 2024 Campus Master Plan of The University of Alabama.

BE IT FURTHER RESOLVED that the 2024 Campus Master Plan shall be considered a framework to guide campus development, and any Capital Project that is a part of the 2024 Campus Master Plan will be submitted to The Board of Trustees of The University of Alabama for review and approval in accordance with the requirements of Board Rule 415.

Granting authorization to execute a Real Estate Sales Agreement for the disposition of the Ford Building - 621 Greensboro Avenue

## RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama ("Board") owns property located at 621 Greensboro Avenue, Tuscaloosa, Alabama 35401 ("Property); and

WHEREAS, the Property was purchased by the University in September 2012 for \$821,000 nsing University Funds; and

WHEREAS, the proceeds for this sale will be reinvested as future capital for the University's real estate investments efforts; and

WHEREAS, a legal description of the property is attached hereto as Exhibit N; and

WHEREAS, attached as Exhibit O is a Broker's Opinion by Wilson Moore with Pritchett-Moore Real Estate dated April 4, 2024, assessing a value of \$900,000 on the subject property; and

WHEREAS, the property was listed for sale, and, on April 30, 2024, three sealed offers to purchase were received with the highest offer in the amount of \$925,000 from Spurlin Properties, LLC of Tuscaloosa, Alabama.

WHEREAS, the attached Real Estate Sales Agreement, attached hereto as Exhibit P, has been studied and approved by appropriate officials of The University and its execution and performance is recommended to the Board and the State of Alabama; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the University of Alabama that the sale of the Property for a total of \$925,000 is hereby approved; and

BE IT THEREFORE RESOLVED by The Board of Trustees of The University of Alabama that Stuart R. Bell, President, Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer; or, those officers named in the most recent Board Resolution granting signature authority for The University of Alabama, be and hereby are, authorized to act for and on behalf of the Board to accept the Real Estate Sales Agreement with Spurlin Properties, LLC in the amount of \$925,000, and they hereby are, further authorized and empowered to do any and all things necessary and desirable to carry out the terms and conditions of the Real Estate Sales Agreement for and on behalf of the Board.

Granting authorization to execute a Real Estate Sales Agreement for the acquisition of the Grant's Mill Property

### RESOLUTION

WHEREAS, The University of Alabama ("University") has an opportunity to acquire approximately 31 acres of land located in the Grants Mill area of Jefferson County, Alabama, ("Property"), which adjoins other University property, from Landscape Services, Inc. ("Seller"); and

WHEREAS, the acquisition of this Property will enhance the value of, and provide better access to, the existing adjacent University property; and

WHEREAS, a legal description of the Property is attached hereto as Exhibit Q; and

WHEREAS, a May 1, 2024 certified appraisal from Rusty Rich, MAI of Integra Realty Resources Birmingham provided an estimated value of \$635,000 and is attached hereto as Exhibit R; and

WHEREAS, a Phase I Assessment was performed for the Property by Spectrum Environmental and revealed no further investigation of the site is warranted and is attached hereto as Exhibit S; and

WHEREAS, the appropriate officials at The University consider the acquisition of this Property to be in the best interest of the University and recommend to The Board of Trustees of The University of Alabama approval of the purchase of the property in accordance with the terms of the Letter of Intent that is attached hereto as Exhibit S; and

WHEREAS, officials at The University intend to pay the purchase price of \$625,000 from Finance and Operations Reserves;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the purchase from Landscape Services, Inc. for a total purchase price of \$625,000 is hereby approved.

BE IT FURTHER RESOLVED by The Board that Stuart R. Bell, President, Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama, be and are hereby, authorized and empowered for and on behalf of the Board to execute a sales Real Estate Sales Agreement with Landscape Services, Inc. in accordance with the terms of the Letter of Intent attached hereto as Exhibit S and to do any and all things necessary or desirable to make, execute, and deliver such documents and instruments as may be necessary to purchase the Property from the Seller on the terms set out above.

Granting authorization to execute a Real Estate Sales Agreement for the acquisition of Mansion Condominium - Unit 12, 925 11th Avenue

## RESOLUTION

WHEREAS, The University of Alabama ("University") has an opportunity to acquire Unit 12 of the Mansion Condominiums located at 925 11th Avenue, Tuscaloosa, Alabama ("Property") from Kelso Properties, LLC ("Seller"); and

WHEREAS, the acquisition of this Property will provide revenue to support the institutional mission and provide a strategic acquisition for property adjacent to Campus; and

WHEREAS, a legal description of the Property is attached hereto as Exhibit T; and

WHEREAS, a Market Analysis valuing the property at \$632,737 is attached hereto as Exhibit U; and

WHEREAS, the appropriate officials at The University consider the acquisition of this Property to be in the best interest of the University and recommend to The Board of Trustees of The University of Alabama approval of the purchase of the property in accordance with the terms of the Real Estate Sales Agreement (including the subsequent leaseback) that is attached hereto as Exhibit V; and

WHEREAS, officials at The University intend to pay the purchase price of \$610,000 from the Finance and Operations Reserves; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the purchase from the Kelso Properties, LLC for a total purchase price of \$610,000 is hereby approved.

BE IT FURTHER RESOLVED by The Board that Stuart R. Bell, President, Cheryl Mowdy, Interim Vice President for Finance and Operations and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama, be and are hereby, authorized and empowered for and on behalf of the Board to execute a sales Real Estate Sales Agreement with Kelso, Properties, LLC attached hereto as Exhibit V and to do any and all things necessary or desirable to make, execute, and deliver such documents and instruments as may be necessary to purchase the Property from the Seller on the terms set out above.

Approving the revised project scope and reallocated project budget; granting authorization to execute a Construction Contract for the New Biomedical Research and Psychology Building at UAB (Stage IV)

### RESOLUTION

WHEREAS, UAB has grown to become one of the nation's leading research universities with approximately 1,239 externally funded investigators and is currently ranked 26<sup>th</sup> in overall funding from the National Institutes of Health; and

WHEREAS, to support its strategic goal of Research, Innovation, and Economic Development; the University has prioritized the continuous improvement to, and growth of, the UAB research enterprise (Enterprise); and

WHEREAS, instrumental to improving and growing the Enterprise is the recruitment of new top principal investigators (PI) and research programs from around the world, as well as the retention of existing PIs and research programs; and

WHEREAS, the University has undertaken numerous efforts to create and maintain a state-of-the-art research environment that can support its existing research programs as well as provide space for new research programs; and

WHEREAS, these efforts include the consolidation and right-sizing of research programs within the existing space inventory, as well as renovating and renewing outdated research spaces to create the contemporary research environment required to conduct modern biomedical research and successfully recruit and retain top investigators; and

WHEREAS, while these efforts have been successful in allowing UAB to utilize its existing research space inventory as efficiently as possible, new research space is now needed to facilitate continued growth in the number of PIs and research programs; and

WHEREAS, to meet the growing space needs of the Enterprise, UAB initiated a project to design and construct a new biomedical research building on available property located immediately north of University Boulevard, on the eastern portion of surface parking lot 5A, and immediately west of Volker Hall; and

WHEREAS, in addition to providing the space required for growth to the Enterprise, this site will provide medical students with greater access and exposure to cutting-edge research that has become a vital component of medical education; and

WHEREAS, additionally, this site's location at the hub of the academic, medical professional education, and research districts make this location ideal to collocate the UAB College of Arts and Sciences' Department of Psychology (Psychology) with the new biomedical research spaces; and

WHEREAS, Psychology currently maintains the bulk of its faculty and programs within Campbell Hall; and

WHEREAS, Campbell Hall was constructed in phases between 1978 and 1991, is now outdated and no longer properly supports contemporary psychology instruction and research, and is currently being vacated in preparation for a future project to renovate or replace the building to provide essential administrative and student service functions in the core of the campus where they can better serve the students, faculty, and staff of the University; and

WHEREAS, Campbell Hall is also distant to the biomedical research and neuroscience research programs with which Psychology has many required collaborations that are necessary for modern psychology instruction and research; and

WHEREAS, the University determined that collocating Psychology with biomedical research spaces in a new facility adjacent to Volker Hall provided more benefits for Psychology than the construction of a new stand-alone Psychology building or relocation into other available spaces; and

WHEREAS, among these benefits, this collocation will place Psychology faculty investigators and students in the same facility as many of the biomedical research and neuroscience research programs with which psychology faculty investigators and students must collaborate; and

WHEREAS, this collocation will also place Psychology undergraduate and graduate students in close proximity to the academic, residential, dining, and recreation facilities in the core of the academic campus; and

WHEREAS, additionally, locating Psychology within the new biomedical research building will allow for the sharing of valuable resources and facilitate greater economies of scale, during design and construction, that will ultimately provide the Heersink School of Medicine (HSOM) and Psychology with superior facilities, more economically than building separate stand-alone facilities; and

WHEREAS, on September 16, 2022, The Board of Trustees of The University of Alabama (Board) approved the Stage I (general information) submittal and subsequently, on November 3, 2023, approved the Stage II (architect ranking, project scope, and budget modification) submittal for a project to design and construct a new biomedical research and psychology building (Building); and

WHEREAS, as design of the Building progressed, the University identified the opportunity to add a new entrance lobby and atrium (Lobby) into the scope of the project; and

WHEREAS, on April 21, 2022, UAB received bids for a project to renovate the 2<sup>nd</sup> floor of Volker Hall for an active learning center and to construct the Lobby; and

WHEREAS, due to unprecedented inflation and instability in the construction market at the time of bidding, the University was unable to award the entire project; and

WHEREAS, the University split the project into two phases and constructed the active learning center as the initial phase with the intent of completing the Lobby at a later date when additional funding became available, or when the construction market stabilized; and

WHEREAS, the University has identified the additional funding required to complete the Lobby and has determined that constructing the Lobby in conjunction with the Building will allow for economies of scale, that would not be available if constructed as a stand-alone project, that will allow the Lobby to be constructed in a more efficient and economical manner; and

WHEREAS, on February 2, 2024, the Board approved the Revised Stage II (revised project scope and budget modification) and Stage III (architectural design) submittals for the project, which approved the inclusion of the Lobby; and

WHEREAS, the scope of work approved as part of the Revised Stage II submittal included the design and construction of the Building, which will provide approximately 228,735 GSF of new space on eight floors; and

WHEREAS, the Building will provide the HSOM with new wet and dry laboratory biomedical research, research support, and office and administrative spaces to allow for planned growth to the Enterprise; and

WHEREAS, the Building will also provide the instructional laboratory, research laboratory, laboratory support, and office and administrative spaces necessary to house the bulk of Psychology's faculty, staff, and programs; and

WHEREAS, the Revised Stage II scope of the project included fitting-up the first six floors of the Building to house Psychology and provide space for the HSOM to immediately recruit up to forty-eight new PIs' and

WHEREAS, the top two floors of the Building were to be shelled to facilitate future growth of the Enterprise and allow for the future recruitment of an additional thirty-two PIs; and

WHEREAS, in addition to the construction of the Building, the Revised Stage II scope of work included the renovation of approximately 21,265 GSF of space in the basement of Volker Hall to provide critical research support spaces required to support the expanded research efforts within the new Building; and

WHEREAS, to allow for secure and convenient access between the new Building and the newly renovated research support spaces in Volker Hall, the Revised Stage II scope of the project also included the construction of an enclosed elevated connector bridge between the new Building and Volker Hall; and

WHEREAS, the Revised Stage II submittal also approved the inclusion of the Lobby into the scope of work of the project; and

WHEREAS, the new Lobby will be constructed on the southwestern corner of Volker Hall with approximately 3,500 GSF of multipurpose space for medical students to collaborate with peers, consult with faculty, or utilize as an informal break or study area; and

WHEREAS, the Revised Stage II and Stage III submittals for the project included a construction budget of \$148,085,000 and a total project budget of \$190,000,000; and

WHEREAS, the project was planned to be completed in two separate phases with the initial phase constructing the new Building, Lobby, and elevated connector bridge (Package I), and a subsequent phase to renovate the research support spaces in the basement of Volker Hall; and

WHEREAS, competitive bids for the construction of the Package I of the project were received from pre-qualified bidders on April 9, 2024 with Brasfield & Gorrie, LLC (B&G), of Birmingham, Alabama determined to be the lowest responsible and responsive bidder; and

WHEREAS, B&G's bid included a base bid price of \$112,043,000 and a price for additive alternate numbers one through three of \$13,406,000, for a total bid price of \$125,449,000; and

WHEREAS, additive alternate numbers one & two included the fit-up of floors seven and eight respectively; and

WHEREAS, the University has elected to accept additive alternate numbers one and two, declined to accept additive alternate number three, and now desires to award a construction contract to B&G for their base bid and additive alternate numbers one and two for a total construction contract award of \$124,837,000; and

WHEREAS, in the previously approved scope of work, floors seven and eight were to remained shelled for future fit-up when funds became available; and

WHEREAS, subsequently, the research support spaces in the basement of Volker Hall were planned to be completed in five phases; and

WHEREAS, phases one through three were sized to support the research activities to take place within floors one through six of the Building and were included in Package II of the previously approved project budget; and

WHEREAS, phases four and five were intended to support the expanded research activities that would take place on the seventh and eighth floors of the Building, in the future when funding was available to fit-up these floors; and

WHEREAS, phases four and five were not previously included in the project budget and were intended to be completed as a separate, stand-alone project in the future; and

WHEREAS, due to favorable bid day pricing, the project now has the funding available to fit-up floors seven and eight and complete phases four and five of the research support spaces in the basement of Volker Hall; and

WHEREAS, to make the best use of available funding, and take advantage of economies of scale that would not be available in the future, the University now desires to add the fit-up of the seventh and eighth floors of the Building, and phases four and five of the research support space renovation in the basement of Volker Hall, into the scope of the project; and

WHEREAS, the fit-up of the seventh and eighth floors of the Building will provide an additional 57,975 GSF of research and research support space; will facilitate the recruitment of approximately thirty-two additional PIs, their staff, and research programs; and will allow for an increase in indirect research funding of approximately \$11,200,000; and

WHEREAS, the completion of phases four and five of the research support spaces in the basement of Volker Hall will provide an additional 12,961 GSF of research support space required to support the expanded research efforts that will be facilitated by the fit-up of the seventh and eighth floors of the Building; and

WHEREAS, to move forward with the project, the University now must seek approval from the Board for the addition of the fit-up of the seventh and eighth floors of the Building, and the completion of phases four and five of the research support space renovation in the basement of Volker Hall, into the approved project scope; and

WHEREAS, the University has reallocated the project budget to facilitate the inclusion of this additional scope into the project, as well as facilitating a construction contract award for Package I; however, the total currently approved project budget of \$190,000,000 remains unchanged; and

WHEREAS, the project will be funded by federal grant funds in the amount of \$152,000,000, future UAB bond funds (Bonds) in the amount of \$15,000,000, HSOM

reserve funds in the amount of \$17,600,000, College of Arts and Sciences reserve funds in the amount of \$3,000,000, and gift funds in the amount of \$2,400,000; and

WHEREAS, officials at UAB have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain costs incurred in connection with the acquisition, construction, and installation of the project paid prior to the issuance of the Bonds; and

WHEREAS, the reallocated project budget is established as follows:

TOTAL PROJECT COST	\$ 190,000,000
Other	\$ 12,072,666
Contingency (5.65% of Construction)	\$ 7,814,534
Project Administration (3.5% of Project Cost)	\$ 6,425,000
Scientific Equipment	\$ 9,900,000
Moveable Equipment & Furnishings	\$ 9,500,000
Surveys, Testing, & Inspection	\$ 750,000
Architect/Engineer (3.76% of Construction)	\$ 5,200,800
Total Construction Cost (Bid Day Cost)	\$ 138,337,000
Package II – Inflation (0.5% per month through July 2024)	\$ 200,000
Package II – Laboratory Support Renovation (Current Cost)	\$ 13,300,000
Package I – Main Building Construction (Current Cost)	\$ 124,837,000

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The revised scope of work, to include the fit-up of the seventh and eighth floors of the Building and completion of phases four and five of the research support renovation in the basement of Volker Hall, is hereby approved.
- 2. The reallocation of the project budget, without altering the previously approved total project budget of \$190,000,000, is hereby approved.
- 3. Brian D. Burnett, Ph.D., Senior Vice President for Finance and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing a construction contract, for Package I of the project, with Brasfield & Gorrie, LLC, of Birmingham, Alabama for their base bid and

additive alternate numbers one and two for a total construction contract award of \$124,837,000.

- 4. The Revised Stage II and Stage IV submittals for the project are hereby approved.
- 5. The University of Alabama at Birmingham is hereby authorized to proceed with construction on Package I of the project in accordance with the appropriate provisions of Board Rule 415.
- 6. The Board does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for expenses incurred after the date that is no more than sixty days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installation of the project. This portion of this Resolution is being adopted pursuant to the requirements of the Treasury Regulations Section 1.150-2(e).

Approving the reallocated project budget; granting authorization to negotiate an Owner/Architect Agreement for the Renovation of the Basement of the Bevill Biomedical Sciences Research Building for the Heersink School of Medicine at UAB (Stage II)

#### RESOLUTION

WHEREAS, the Heersink School of Medicine's (HSOM) Department of Microbiology (Department) has recently recruited two highly sought after principal investigators (PI) with an established research program (Program); and

WHEREAS, the goal of the Program is to improve global health by gaining a better understanding of human biology and immunology; specifically, how viruses cause chronic diseases like cancer and HIV/AIDS and why the immune system is not able to control viral infections; and

WHEREAS, the conduct of this research requires the use of xenograft research models where human specific pathogens can be studied and novel therapeutic interventions can be evaluated; and

WHEREAS, to allow these studies and evaluations, the xenograft research models must necessarily be severely immune deficient and must be maintained in research support spaces designed to maintain strictly sterile and isolated conditions; and

WHEREAS, to properly support the Program, the HSOM evaluated its existing research support inventory to determine if existing space was available that could meet the highly specific needs of the Program; and

WHEREAS, this evaluation determined that existing research support space, that meets the Program's needs, does not currently exist and that utilizing any of the existing research support space for the Program would require an extensive renovation; and

WHEREAS, the HSOM further concluded that renovating existing research support space would require the displacement of other research programs' research models and would be highly disruptive to a large number of existing research programs; and

WHEREAS, the HSOM then identified research support space, in the basement of the Bevill Biomedical Sciences Research Building (Bevill), that was un-utilized, available for renovation and reuse, and would facilitate an efficient renovation to support the Programs research models; and

WHEREAS, to provide the support required for the Program to succeed, the University initiated a project to renovate portions of the basement of Bevill for reuse by the Program; and

WHEREAS, the project will demolish the interior of the project space and construct new walls; floors; ceilings; finishes; and will repair or replace the buildings mechanical, electrical, plumbing, and life safety systems as required to meet the needs of the Program and current building and life-safety codes; and

WHEREAS, the project will renovate approximately 3,300 gross square feet of space to provide new isolated research support, a new imaging suite, a new sterilization room, and controlled access air-lock vestibules for entry and exit; and

WHEREAS, the project will also equip the project space with a CT scanner, sterilization equipment, and other research and scientific equipment required; and

WHEREAS, on November 3, 2023, The Board of Trustees of The University of Alabama (Board) approved the Stage I submittal for the project; and

WHEREAS, subsequent to the Stage I approval, and utilizing Board Rule 415 Architectural Selection Criteria, the University appointed consultant selection committee (CSC) interviewed firms to serve as the architect of record for the project; and

WHEREAS, the CSC interviewed four firms to serve as the architect of record for the project and ranked the top three firms in the following order for negotiations: CDFL Architects + Engineers of Birmingham, Alabama; SSOE Group of Birmingham, Alabama; and Birchfield Penuel Architects of Birmingham, Alabama; and

WHEREAS, the University must now request approval to negotiate an equitable owner/architect agreement consistent with the size, scope, and complexity of the project as outlined in Board Rule 415; and

WHEREAS, the Senior Vice Chancellor for Finance and Administration and the Chair of the Physical Properties Committee have approved the submission of the architect of record firm rankings to the Board for review and approval; and

WHEREAS, to complete design and move forward with the project, UAB now needs to seek approval from the Board for the Stage II submittal for the project; and

WHEREAS, the project will be funded from Heersink School of Medicine reserve funds in the amount of \$6,455,000; and

WHEREAS, the reallocated project budget is established as follows:

Construction (Current Cost)	\$ 2,253,100
Inflation (0.5% per month through Nov. 2024)	\$ 56,900
Total Construction (Bid Day Cost)	\$ 2,310,000
Architect/Engineer (8.5% of Construction)	\$ 196,350
Surveys, Testing, and Inspections	\$ 25,000
Moveable Equipment & Furnishings	\$ 10,000
Scientific Equipment	\$ 3,200,000
Project Administration (4.5% of Project Cost)	\$ 278,000
Contingency (10% of Construction)	\$ 231,000
Other	\$ 204,650
TOTAL PROJECT COST	\$ 6,455,000

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. Brian D. Burnett, Ph.D., Senior Vice President for Finance and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating terms of an owner/architect agreement, in accordance with Board Rule 415, with the below listed firms in the following order and thereafter advising the Senior Vice Chancellor for Finance and Administration of The University of Alabama System and the Chair of the Physical Properties Committee of the negotiated results.

# Architect of Record Design Services Package:

- 1) CDFL Architects + Engineers of Birmingham, Alabama
- 2) SSOE Group of Birmingham, Alabama
- 3) Birchfield Penuel Architects of Birmingham, Alabama
- 2. The Stage II submittal for the project is hereby approved.
- 3. The University of Alabama at Birmingham is hereby authorized to proceed with the planning, design, and construction of the project in accordance with appropriate provisions of Board Rule 415.

Approving the reallocated project budget; granting authorization to negotiate an Owner/Architect Agreement for the Renovation of the 6th Floor of the Ryals School of Public Health Building at UAB (Stage II)

### RESOLUTION

WHEREAS, UAB's School of Public Health (SOPH) conducts research and educates students with the mission of making positive and lasting change in the public's health through the pursuit of excellence in scholarship, teaching, and service to the larger community; and

WHEREAS, the SOPH maintains the bulk of their operations within the Frank & Kathleen Ellis Ryals School of Public Health Building (Ryals), located at 1665 University Boulevard; and

WHEREAS, Ryals was constructed in three phases between 1996 and 2000 and provides the SOPH with 115,436 gross square feet (GSF) of space on six floors; and

WHEREAS, floors one through five primarily contain faculty and staff office and administrative spaces as well as classroom and other instructional and instructional support spaces; and

WHEREAS, the sixth floor of Ryals was constructed primarily as wet-laboratory research and research support space; and

WHEREAS, in response to the evolving needs and requirements of research funding agencies, combined with advances in research technology and protocols, the SOPH's research efforts have been transitioning from traditional wet-laboratory bench research to more contemporary computational and participant-based research; and

WHEREAS, this transition has left the wet-laboratory spaces on the sixth floor of Ryals underutilized and an inefficient use of the SOPH's limited space inventory; and

WHEREAS, the SOPH has developed, and is implementing, a strategic plan that includes growing the size of both their educational and research enterprises and increasing the number of full-time faculty from seventy faculty members in 2021 up to one-hundred faculty members by 2025; and

WHEREAS, four of these new faculty members are to be focused on traditional instruction and education, while the remaining twenty-six new faculty members are to be research focused; and

WHEREAS, to support these new research focused faculty, the SOPH has conducted and extensive evaluation of its existing space inventory to identify the best method of providing the office, administrative, computational research, and participant-based research spaces required to successfully conduct contemporary public health research; and

WHEREAS, the evaluation determined that the SOPH does not have adequate, appropriately designed and configured, space to accommodate these new faculty researchers and that the renovation and re-use of underutilized wet-laboratory spaces on the sixth floor of Ryals was the most economical and efficient method of providing the necessary spaces; and

WHEREAS, to provide the support required for newly recruited faculty to succeed, the University initiated a project to renovate portions of the sixth floor of Ryals; and

WHEREAS, the project will demolish the interior of the project space and construct new walls; floors; ceilings; finishes; and will repair or replace the renovated spaces mechanical, electrical, plumbing, and life safety systems as required to meet the needs of the SOPH and current building and life-safety codes; and

WHEREAS, the project will create approximately 4,110 GSF of new office, administrative, computational research, and participant-based research space required to facilitate the SOPH's strategic growth; and

WHEREAS, to gain greater economies of scale, update the overall building, and create a more contemporary work and study environment for faculty, staff, and students, the SOPH has decided to include additional building infrastructure updates into the scope of this project; and

WHEREAS, as part of the building infrastructure updates, the project will selectively renovate approximately 14,800 GSF of corridors and common spaces on all six floors of Ryals; and

WHEREAS, the corridor and common space renovations will include new flooring, ceiling tile, wall finishes, lighting, as well as mechanical, electrical, plumbing, and life-safety modification or upgrades required to meet current building and life-safety codes; and

WHEREAS, additionally, the building infrastructure updates will extensively renovate the buildings restrooms on all six floors, totaling approximately 3,190 GSF of building space; and

WHEREAS, the restroom renovation will include all new flooring, ceilings, wall finishes, lighting, plumbing fixtures, as well as updating the mechanical, electrical, plumbing, and life-safety systems as required to meet current building and life-safety codes; and

WHEREAS, on February 2, 2024, The Board of Trustees of The University of Alabama (Board) approved the Stage I submittal for the project; and

WHEREAS, subsequent to the Stage I approval, and utilizing Board Rule 415 Architectural Selection Criteria, the University appointed consultant selection committee (CSC) interviewed firms to serve as the architect of record for the project; and

WHEREAS, the CSC interviewed four firms to serve as the architect of record for the project and ranked the top three firms in the following order for negotiations: CCR Architecture & Interiors of Birmingham, Alabama; Ghafari Associates of Birmingham, Alabama; and CMH Architects of Birmingham, Alabama; and

WHEREAS, the University must now request approval to negotiate an equitable owner/architect agreement consistent with the size, scope, and complexity of the project as outlined in Board Rule 415; and

WHEREAS, the Senior Vice Chancellor for Finance and Administration and the Chair of the Physical Properties Committee have approved the submission of the architect of record firm rankings to the Board for review and approval; and

WHEREAS, to complete design and move forward with the project, UAB now needs to seek approval from the Board for the Stage II submittal for the project; and

WHEREAS, the project will be funded from School of Public Health reserve funds in the amount of \$5,200,000; and

WHEREAS, the reallocated project budget is established as follows:

Construction (Current Cost)	\$ 3,515,000
Inflation (0.5% per month through Sept. 2024)	\$ 35,000
Total Construction (Bid Day Cost)	\$ 3,550,000
Architect/Engineer (8.125% of Construction)	\$ 288,438
Surveys, Testing, and Inspections	\$ 25,000
Moveable Equipment & Furnishings	\$ 550,000
Project Administration (4.5% of Project Cost)	\$ 224,000
Contingency (10% of Construction)	\$ 355,000
Other	\$ 207,562
TOTAL PROJECT COST	\$ 5,200,000

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. Brian D. Burnett, Ph.D., Senior Vice President for Finance and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating terms of an owner/architect agreement, in accordance with Board Rule 415, with the below listed firms in the following order and thereafter advising the Senior Vice Chancellor for Finance and Administration of The University of Alabama System and the Chair of the Physical Properties Committee of the negotiated results.

# <u>Architect of Record Design Services Package:</u>

- 1) CCR Architecture & Interiors of Birmingham, Alabama
- 2) Ghafari Associates of Birmingham, Alabama
- 3) CMH Architects of Birmingham, Alabama
- 2. The Stage II submittal for the project is hereby approved.
- 3. The University of Alabama at Birmingham is hereby authorized to proceed with the planning, design, and construction of the project in accordance with appropriate provisions of Board Rule 415.

Granting authorization to execute an Air Rights Easement Agreement with Children's Hospital of Alabama

## RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama ("Board") owns Volker Hall located at 1670 University Boulevard, Birmingham, Alabama; and

WHEREAS, the University is constructing a new Biomedical Research & Psychology Building at the corner of 16<sup>th</sup> Street and University Boulevard; and

WHEREAS, the University is proposing to construct a pedestrian bridge to connect Volker Hall and the new Biomedical Research & Psychology Building; and

WHEREAS, the pedestrian bridge will enable the occupants to easily access both buildings and will enhance the operational efficiency of these occupants; and

WHEREAS, Children's Hospital of Alabama ("CHOA") owns Lot 4 located at 734 16<sup>th</sup> Avenue South, Birmingham, Alabama; and

WHEREAS, the pedestrian bridge extends through the air over and above CHOA's property; and

WHEREAS, the University has reached tentative agreement with CHOA in which CHOA grants the University airspace easement rights so that the University may construct the pedestrian bridge from Volker Hall to the new Biomedical Research & Psychology Building contingent upon approval by The Board of Trustees of The University of Alabama;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Brian D. Burnett, Ph.D., Senior Vice President for Finance and Administration, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing the Air Rights Easement Agreement with Children's Hospital of Alabama and to do any and all things necessary or desirable to accept the easement rights from Children's Hospital of Alabama.

Granting authorization to UAB for the acceptance of gift properties from the UAB Educational Foundation

## RESOLUTION

WHEREAS, The University of Alabama at Birmingham ("UAB") has been offered a gift of real property (the "Properties") from the UAB Educational Foundation

("UABEF") as approved by the UABEF Board at its April 16, 2024 meeting, with the designated purpose of supporting UAB; and

WHEREAS, the Properties, located at 909 18th Street South and 1312 11th Avenue South, Birmingham, Alabama, were acquired by the UAB Educational Foundation to accommodate future use by the UAB Campus; and

WHEREAS, both of the properties will be consolidated with surrounding UABowned properties for future re-development by UAB;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it herewith accepts with appreciation this generous gift of the Properties from the UAB Educational Foundation.

BE IT FURTHER RESOLVED by The Board of Trustees of The University of Alabama that Brian D. Burnett, Ph.D., Senior Vice President for Finance & Administration, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama at Birmingham, be and are hereby authorized and empowered for and on behalf of the Board to do any and all things necessary or desirable to make, execute, and deliver such documents and instruments as may be necessary or required and to do any and all things necessary or desirable to effectuate the transaction set out above.

Granting authorization to execute Amendment No. 2 to the Ground Lease Agreement with University Place, LLC

## RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama owns the site/ground located at 951 18th Street South, Birmingham, Alabama (the "Property"); and

WHEREAS, The Board of Trustees of The University of Alabama entered into a Ground Lease with University Place, LLC ("UP") on March 1, 1997 and subsequently amended the Ground Lease on March 8, 1998 to include a lease term to expire June 30, 2028; and

WHEREAS, UP owns and operates an apartment building and office space complex that houses UAB personnel and students; and

WHEREAS, the Ground Lease included an option to extend the lease term twenty (20) years through June 30, 2048, which UP intends to exercise this option and extend the lease term through June 30, 2048; and

WHEREAS, the Ground Lease included an annual increase to Basic Rent tied to the Consumer Price Index (CPI), which the Parties desire to change to a flat three (3) percent annual increase; and

WHEREAS, UP is obtaining a loan secured by the Ground Lease and, as such, the Leasehold Mortgagee has requested certain terms be included in the Ground Lease; and

WHEREAS, the above-mentioned terms will be included within an Amendment No. 2 to the Ground Lease;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that UAB is authorized to execute the Amendment No. 2 to the Ground Lease with University Place, LLC.

BE IT FURTHER RESOLVED by The Board of Trustees of The University of Alabama that Brian D. Burnett, Ph.D., Senior Vice President Finance & Administration, The University of Alabama at Birmingham, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of the Board to execute Amendment No. 2 to the Ground Lease with University Place, LLC and to take any and all actions necessary to consummate the transaction.

Approving the revised project budget and proposed architectural design for the Expansion of the University Emergency Department at University Hospital (Stage III)

## RESOLUTION

WHEREAS, University Hospital, an operating entity of The Board of Trustees of The University of Alabama ("UA Board") managed by the Health System Authority ("Health System"), in furtherance of its mission to provide a continuum of health services of the highest quality provides compassionate and immediate care for critically ill or injured adult patients in the University Emergency Department (UED); and

WHEREAS, University Hospital and the UED continue to experience unprecedented demand to provide complex tertiary and quaternary clinical care services that greatly exceed the physical capacity of the department; and

WHEREAS, University Hospital has determined it is necessary to expand the UED to address the increasing demand for emergency services; and

WHEREAS, the plan for expansion of the UED which is located on the 1<sup>st</sup> floor of the North Pavilion will include renovation of the adjacent atrium into clinical care space and the construction of a new 3-story space in the drop-off drive of North Pavilion; and

WHEREAS, the plan will renovate and construct 72,379 square feet, will expand the department to 116 exam bays, provide additional imaging capacity, renovate the trauma care area, add security features, and improve the design of the UED; and

WHEREAS, on April 14, 2023, the UA Board approved the Stage I submittal for the project; and

WHEREAS, on September 1, 2023, University Hospital sought and received a waiver to the prescribed Consultant Selection Process to obtain architectural services of Gresham Smith Architects, Birmingham, Alabama for the project; and

WHEREAS, the Preliminary Project Budget is established as follows:

BUDGET	Current	Revised
Preliminary Construction Estimate	\$ 36,870,000	\$ 43,000,000
Escalation*	\$ <u>6,630,000</u>	\$ 1,300,000
Construction Subtotal	\$ 43,500,000	\$ 44,300,000
Architect/Engineer (Fixed)**	\$ 2,280,000	\$ 2,280,000
Surveys, Testing & Inspection	\$ 870,000	\$ 870,000
Equipment & Furnishings	\$ 19,000,000	\$ 18,000,000
Contingency (10%)***	\$ 4,350,000	\$ 4,430,000
Project Management Fee (3%)	\$ 1,300,000	\$ 1,329,000
Other Fees and Services****	\$ 1,700,000	\$ 1,700,000
PRILIMINARY PROJECT COST	\$ 73,000,000	\$ 72,909,000

<sup>\*</sup> Construction includes \$1,300,000 in escalation. This is a 3% escalation factor, anticipating construction bid in 4<sup>th</sup> Quarter 2024. The estimate was completed in February 2024.

WHEREAS, the Project will be funded by the Hospital Plant Fund - \$22,909,000 and the 2023 supplemental state appropriation from the Education Trust Fund - \$50,000,000; and

<sup>\*\*</sup> Architectural Design Fees Updated to Proposed Fixed Fee

<sup>\*\*\*</sup> Contingency is 10% of Construction Total

<sup>\*\*\*\*</sup> Fees and Services include: Commissioning Agent, Program Development, Preconstruction Estimates, Furniture Consultant, Internal & External Signage, and Communication costs.

WHEREAS, University Hospital has provided renderings of the Project in accordance with Board Rule 415; and

WHEREAS, the management of UAB Medicine Enterprise has reviewed and recommend approval of this item; and

WHEREAS, the UAB Health System Authority Board of Directors have reviewed and recommend approval of this item;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama the following:

- 1. The Stage III submittal for this Project is approved.
- 2. The updated Project Budget of \$72,909,000 is approved.
- 3. University Hospital is authorized to proceed with the final design and bidding of the Project in accordance with the provisions of UA Board Rule 415.

Granting authorization to procure and install a Modular Sterilization Unit at University Hospital

## RESOLUTION

WHEREAS, University Hospital, an operating entity of The Board of Trustees of The University of Alabama ("UA Board") managed by the UAB Health System Authority ("UAB Health System"), in furtherance of its mission to provide a continuum of health services of the highest quality, operates the Sterilization Services Department (SSD) that cleans, washes, and sterilizes surgical instruments used in patient care; and

WHEREAS, UAB Health System entered into a clinical services agreement with Steris Corporation in 2016 to supplement University Hospital's instrument sterilization capacity; and

WHEREAS, Steris Corporation staffs and manages the operations of a mobile sterilization unit through the aforementioned agreement to supplement the Hospital's sterilization capacity; and

WHEREAS, University Hospital has determined that the existing mobile sterilization unit cannot meet sterilization demand and is at end of life; and

WHEREAS, University Hospital has experienced steady increase in surgical and procedural volume with commensurate increase in the number and complexity of surgical instruments used in its clinical procedures; and

WHEREAS, University Hospital continues to adopt and expand its use of new technologies such as robotic and minimally invasive surgery which utilize different surgical instrumentation sets and varying manufacturer instructions for use; and

WHEREAS, University Hospital has determined that the instructions for use (IFUs) issued by instrument manufacturers and adopted by regulatory bodies require implementation of sterilization procedures that exceed the current sterilization capacity, physical space, and timely throughput requirements to support its surgical and procedural volumes; and

WHEREAS, University Hospital has determined that the purchase and installation of a larger capacity modular sterilization unit ("Equipment") from Steris Corporation to replace the existing mobile unit will best provide the additional sterilization capacity necessary to meet its needs; and

WHEREAS, UAB Health System plans to enter into a new clinical services agreement with Steris Corporation for the staffing, operation, and management of the Equipment in compliance with applicable regulatory requirements; and

WHEREAS, University Hospital is evaluating appropriate off campus sites to install the Equipment; and

WHEREAS, the Total Project Budget is established as follows:

A. CONSTRUCTION ESTIMATE*	\$ 5,013,911
B. ARCHITECT/ENGINEER (FIXED FEE)	\$ 457,519
C. SURVEYS, TESTING, INSPECTIONS**	\$ 140,391
D. MOVEABLE EQUIPMENT & FURNISHINGS	\$ 404,491
E. CONTINGENCY (10% of Construction)**	\$ 501,391
F. OTHER	\$ 10,000
G. EQUIPMENT	\$ 10,500,000
H. PROJECT MANAGEMENT FEES (3.5%)**	\$ 175,487
I. TOTAL PROJECT COST***	\$ 17,203,486

\*Construction cost is estimated to range between \$3,000,000 and \$5,000,000 based on the final site location and associated preparation requirements.

\*\* Surveys, testing, inspection fees, project management fee, and construction contingency will vary based on the final site selection and construction cost

\*\*\* Total Project Cost will vary based on final site and construction cost but is not expected to exceed indicated amount

WHEREAS, the Project will be funded by the Hospital Plant fund; and

WHEREAS, the clinical services agreement with Steris Corporation will be funded from University Hospital operating funds; and

WHEREAS, the management of UAB Medicine Enterprise has reviewed and recommend approval of this item; and

WHEREAS, the UAB Health System Authority Board of Directors have reviewed and recommend approval of this item;

NOW, THEREFORE, BE IT RESOLVED BY The Board of Trustees of The University of Alabama that Bernard Mays, University Controller, or those officers named in the most recent Board resolution granting signature authority for University Hospital, is hereby authorized to act for and in the name of the Board to execute an agreement with Steris Corporation to purchase and install the Equipment for a total project cost not to exceed \$17,203,486.

Granting authorization to execute a Lease Agreement for space on the 6th floor of the UAB Medical West Medical Office Building

## RESOLUTION

WHEREAS, University Hospital, an operating entity of The Board of Trustees of The University of Alabama ("UA Board") managed by the Health System Authority ("Health System"), in furtherance of its mission to provide continuum health services of the highest quality, operates provider-based clinics to support the needs of its patients; and

WHEREAS, Medical West Hospital Authority is constructing a new community hospital ("UAB Medical West Hospital") and medical office building ("Property") to be located at 5000 Medical Way, Bessemer, Alabama, and plans to relocate its operations to the new location in August, 2024; and

WHEREAS, University Hospital desires to establish provider based clinics at the Property to support the needs of patients in the community; and

WHEREAS, University Hospital (the Tenant") has negotiated a new lease (the "Lease") with Medical West Hospital Authority (the "Landlord"), to open and operate outpatient clinics in portion of the 6<sup>th</sup> floor of the Property (the "Leased Premises"); and

WHEREAS, the initial term of the Lease will be five (5) years from August 1, 2024 until July 31, 2029 with two (2) five (5) year renewal options available; and

WHEREAS, University Hospital has determined that the Leased Premises are suitable for leasing and will meet the needs for outpatient clinics; and

WHEREAS, the management of UAB Medicine Enterprise has reviewed and recommend approval of this item; and

WHEREAS, the UAB Health System Authority Board of Directors have reviewed and recommend approval of this item;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Bernard Mays, University Controller, or his designee is hereby authorized to act for and in the name of the Board to enter into a Lease agreement with the Medical West Hospital Authority and to take any and all actions necessary to consummate the transaction.

Granting authorization to negotiate an Owner/Consultant Agreement for the Raymond B. Jones Engineering Building at UAH (Stage II)

#### RESOLUTION

WHEREAS, on April 8, 2022, The Board of Trustees of The University of Alabama approved the Stage I submittal for the Engineering Building Expansion – Phase I (formerly the Replacement of Wernher Von Braun Research Hall) project ("Project") located at 1101 John Wright Drive; and

WHEREAS, subsequent to The Board of Trustees approval granted on April 13, 2023, the University entered into an Owner/Consultant Agreement with HPM to serve as Owner Representative for the Project; and

WHEREAS, subsequent to The Board of Trustees approval granted on June 8, 2023, the University entered into an Owner/Architect Agreement with Nola VanPeursem Architects to complete the design for the Project; and

WHEREAS, on April 12, 2024, The Board of Trustees approved the preliminary design and revised project budget (Stage III) and authorized the University to proceed with a stage IV submittal; and

WHEREAS, updating aging facilities to current campus standards is identified as a short-range priority in the 2016 UAH Campus Master Plan; and

WHEREAS, a new Engineering Building has been included as an Educational and General project in the UAH Annual Consolidated Capital Projects and Facilities Report each year since 2007; and

WHEREAS, the proposed project represents the beginning of a two-phase effort by UAH to accommodate previous and anticipated growth needs of the University's largest college, the College of Engineering, and to satisfy the need for modern classroom space and state of the art teaching and research laboratories; and

WHEREAS, the Project includes a new, multi-story building adjacent to the existing Engineering Building with a proposed area of 77,000 gross square feet; and

WHEREAS, utilizing Board Rule 415 Architects, Engineers, and Construction Professionals selection criteria, the University appointed Consultant Selection Committee interviewed qualified firms to provide Commissioning services, directly related to the design and construction of the project; and

WHEREAS, the Consultant Selection Committee interviewed three firms to serve as the Commissioning Firm for the project and ranked the firms in the following order for negotiations:

- 1. Environmental Systems Corporation of Huntsville, Alabama
- 2. Mazzetti of Atlanta, Georgia
- 3. Nunnelly & Associates, Inc. of Birmingham, Alabama

WHEREAS, the University must now request approval to negotiate an equitable Owner/Consultant Agreement consistent with the size, scope, and complexity of the project as outlined in Board Rule 415; and

WHEREAS, the Chair of the Physical Properties Committee and the Senior Vice Chancellor for Finance & Administration approved the above ranking of firms for inclusion in the Board materials for consideration at the April 2023 Board meeting; and

WHEREAS, on April 12, 2024, The Board of Trustees approved the revised project budget as follows:

Project Budget	Totals
Construction Costs *	\$ 51,266,002
Audio Visual Equipment Package	\$ 1,750,000
Site Development **	\$ 241,500
Professional Fees (4.8%) ***	\$ 3,391,050
UAH Project Management Fees (1.75%)	\$ 837,379
Commissioning Fees	\$ 258,750
Owner Representative Fees (4%)	\$ 2,105,000
Furniture, Furnishings & Equipment	\$ 2,250,000
Survey, Testing, Inspections & Misc.	\$ 1,357,546
Construction Contingency (5%) ****	\$ 2,662,875
Total Project Cost	\$ 66,120,102

- \* Construction Costs increase includes all monies associated with eliminating project escalation costs and lowering the construction contingency amount.
- \*\* Site Development includes necessary site infrastructure upgrades and all aid to construction costs.
- \*\*\* Professional Fees include Programming & Planning Fees, Architect Basic Services, and Reimbursable Expenses. Architect's Basic Services fee is based on 4.8% of the Construction Costs, Audio Visual Equipment Package, and Site Development per DCM's State Fee Schedule.
- \*\*\*\* Calculation of cost is based on the total of the Construction Costs, Audio Visual Equipment Package, and Site Development.

WHEREAS, the Project will be funded with State Supplemental Appropriations in the amount of \$18,000,000; State of Alabama Advancement and Technology Funds in the amount of \$19,600,000; Redstone Research Retention Funds in the amount of \$2,583,300, Gifts in the amount of \$20,000,000 and University Reserve Funds in the amount of \$5,936,802 for a total amount of \$66,120,102;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

- 1. The Stage II Submittal is hereby approved.
- 2. Dr. Charles L. Karr, President, is hereby authorized to act for and in the name of the Board of Trustees of The University of Alabama in negotiating terms of an Owner/Consultant Agreement accordance with Board Rule 415, with the below-listed firms in the following order and thereafter advise the Chairman of

the Physical Properties Committee and the Senior Vice Chancellor of Finance & Administration of The University of Alabama System of the negotiated results:

## <u>Commissioning Services:</u>

- 1. Environmental Systems Corporation of Huntsville, Alabama
- 2. Mazzetti of Atlanta, Georgia
- 3. Nunnelly & Associates, Inc. of Birmingham, Alabama

Trustee Urquhart added that the Committee was presented with two information items: (1) the 2024 UAH Campus Master Plan and (2) a report from the System Office on construction contracts awarded for interior renovation projects.

Pro tem Phelps thanked Trustee Urquhart for her report and recognized Trustee Brooks for a report from the Nominating Committee.

Trustee Brooks reported that the Nominating Committee met on June 6, 2024, and considered one item, which was approving the appointment of Interim Chancellor Sid Trant to the Southern Research Institute Boad of Directors. The Committee unanimously approved recommendation of this resolution. Trustee Brooks moved for its approval by the Board, and the motion was seconded by Trustee Malone. Pro tem Phelps asked if there were question or comments concerning the item. Hearing none, Pro tem Phelps called for a vote, and the following resolution was unanimously adopted:

Approving Appointment of Sid Trant to the Southern Research Institute Board of Directors

## RESOLUTION

WHEREAS, the President of The University of Alabama at Birmingham (the "UAB President") has the authority to nominate individuals to serve as directors of Southern

Research Institute ("SR") who must be approved by The Board of Trustees of The University of Alabama; and

WHEREAS, Finis E. St. John, IV resigned his position as a director of SR, effective as of March 30, 2024, which has created a vacancy on the SR Board of Directors; and

WHEREAS, Dr. Ray Watts, UAB President, has nominated Sid Trant, Interim Chancellor of The University of Alabama System, to serve as a director of SR; and

WHEREAS, it is anticipated that a resolution of the SR Board of Directors endorsing the appointment of Mr. Trant will be voted on and approved at the next scheduled meeting of the SR Board of Directors in mid-June 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE UNIVERSITY OF ALABAMA that the appointment of Sid Trant to the SR Board of Directors is hereby approved.

Pro tem Phelps thanked Trustee Brooks for her report and recognized Trustee

Humphrey for a report from the Academic Affairs and Student Affairs Committee.

Trustee Humphrey reported that the Academic Affairs and Student Affairs Committee met on June 7, 2024, considered 29 agenda items, and heard a report on 9 information items. The Committee unanimously recommended the 29 resolutions for approval. Trustee Humphrey moved for their approval by the Board, and the motion was seconded by Trustee Vandervoort. Pro tem Phelps asked if there were questions or comments concerning any of the items. Hearing none, Pro tem Phelps called for a vote, and the following resolutions were unanimously adopted, separately and collectively:

Approving Amendments to Board Rule 202: Non-resident Tuition Policy at UAS

## RESOLUTION

WHEREAS, Board Rule 107 permits amendments to any Board Rule of the Board of Trustees of the University of Alabama "at any duly organized and called Board meeting by a majority of those attending"; and

WHEREAS, Congress recently amended 20 U.S.C. § 1015d to provide that any public institution of higher education in a State that receives assistance under the Higher Education Act of 1965 must charge in-state tuition rates to any member (or the spouse or dependent child of such member) "of a qualifying Federal service," which includes "a member of the armed forces," "a member of the Foreign Service," or "an officer or employee of an element of the intelligence community"; and

WHEREAS, the State of Alabama receives assistance under the Higher Education Act of 1965, and the amendments to 20 U.S.C. § 1015d will take effect on July 1, 2024; and

WHEREAS, in H.R. 4366, the Consolidated Appropriations Act of 2024, Congress provided that any public institution of higher education in a State that participates in or receives funds under Title IV of the Higher Education Act must charge in-state tuition rates to "students who are citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or the Republic of Palau"; and

WHEREAS, the State of Alabama receives funds under Title IV of the Higher Education Act, and the applicable provision of the Consolidated Appropriations Act of 2024 takes effect on July 1, 2024; and

WHEREAS, to comply with the above-referenced federal laws, Board Rule 202 must be revised;

NOW, THEREFORE, BE IT RESOLVED that Board Rule 202 is hereby amended to the version attached hereto as Exhibit W.

Approving Amendments to Board Rule 507: Academic Planning at UAS

## RESOLUTION

WHEREAS, the Board Manual of the Board of Trustees of the University of Alabama includes policy statements and guidelines related to academic program planning at all University of Alabama System campuses via Board Rule 507; and

WHEREAS, the last noted revisions made to Board Rule 507 were approved by the Board on November 14, 2008; and

WHEREAS, Board Rule amendments are recommended at this time to provide language that outlines the expectations of the Board for providing notification of campus updates made to the three-year academic planning document between scheduled annual reviews by the UAS Office of Academic and Student Affairs; and

WHEREAS, amendments have also been proposed to add clarity related to existing items that are to be included in the annual planning document and eliminates "UAS Category" components that are no longer in use at the System or State levels, such as the Notice of Intent to Submit a Proposal (NISP);

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the proposed amendments to Board Rule 507: *Academic Program Planning* to the version attached hereto as Exhibit X;

BE IT FURTHER RESOLVED that the amendments be effective upon Board approval and added to the Board Manual of the University of Alabama Board of Trustees.

Approving Amendments to Board Rule 508: Establishment of Academic Chairs, Professorships and Endowed Lectureships and the Designation of Holders of Academic Chairs at UAS

#### RESOLUTION

WHEREAS, the Board Manual of the Board of Trustees of the University of Alabama includes policy statements and guidelines regarding the establishment of endowed academic chairs, professorships, and Lectureships and the designation of holders of academic chairs and professorships at all University of Alabama System campuses via Board Rule 508; and

WHEREAS, the last noted revisions made to Board Rule 508 were approved by the Board on November 14, 2008; and

WHEREAS, Board Rule amendments are proposed at this time to provide language that outlines the expectation that recommended appointments to endowed chairs, professorships, etc., are considered pending until approval by the Board of Trustees and that recommended appointees should not adopt or utilize titles related to an endowed appointment until Board approval has been confirmed; and

WHEREAS, language has also been proposed to acknowledge the expectation for routine campus assessment of endowed appointees to ensure that they continue to meet all standards associated with the appointment; and WHEREAS, steps have been outlined for extending an endowed appointment if a specific term limit is associated with the original appointment and the campus desires to continue the appointment of the existing holder beyond the stated term; and

WHEREAS, amendments have further been proposed to require the submission of the credentials of those recommended for short-term appointments to an endowed chair position, along with other required information that is outlined in the Board Manual;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the proposed amendments to Board Rule 508: Establishment of Academic Chairs, Professorships and Endowed Lectureships and the Designation of Holders of Academic Chairs and Professorships to the version attached hereto as Exhibit Y;

BE IT FURTHER RESOLVED that the amendments be effective upon Board approval and added to the Board Manual of the University of Alabama Board of Trustees.

Approving Appointment of Brian E. Bride, Ph.D., M.S.W., M.P.H., to the Hill Crest Foundation Endowed Academic Chair in Mental Health in the School of Social Work at UA

# RESOLUTION

WHEREAS, The University of Alabama School of Social Work recommends the appointment of Dr. Brian E. Bride to the Hill Crest Foundation Endowed Chair in Mental Health Research in the School of Social Work, which was approved by The Board of Trustees of the University of Alabama on February 4, 2005; and

WHEREAS, Dr. Bride earned his Bachelor of Science (B.S.) degree in Psychology from the University of Florida in 1991; his Master of Social Work (M.S.W.) degree from Florida State University in 1995; a Doctor of Philosophy (Ph.D.) degree in Social Work from the University of Georgia in 2001; and a Master of Public Health degree from the Harvard T.H. Chan School of Public Health in 2012; and

WHEREAS, Dr. Bride has established a fine academic record, including having won awards for his research, leadership, collaboration and teaching, has authored 84 publications in high-quality, reputable journals along with three books and numerous book chapters, presented more than 150 refereed and invited conference papers; and

WHEREAS, Dr. Bride has a link to a variety of international funding sources such as Joint United Nations Programme on HIV and AIDS (UNAIDS) and World Health Organization (WHO) and federal sources such as National Institutes of Health, Substance Abuse and Mental Health Services Administration; Health Resources and Services

Administration; Centers for Disease Control and Prevention; National Institute of Justice; United States Department of Justice; and Children's Bureau in the areas of workforce well-being and mental health in the delivery of behavioral health and social services, the adoption and implementation of evidence-based practices, and the impact of legislative and organizational policies on service delivery; and

WHEREAS Dr. Bride has held several academic appointments, including Professor of Social Work and Distinguished University Professor; and

WHEREAS, he has developed an excellent research plan with objectives over the next five years to advance his research, enhance the state and national visibility and reputation of the School of Social Work and The University of Alabama in the areas of workforce well-being and mental health, secondary traumatic stress (STS), and behavioral health service delivery, establish mentoring and collaboration opportunities for faculty and students, and improve the research infrastructure of the School of Social Work;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Brian E. Bride, Ph.D., M.S.W., M.P.H., to the Hill Crest Foundation Endowed Academic Chair in Mental Health in the School of Social Work at The University of Alabama.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board, and that copies be sent to Brian E. Bride, Ph.D., M.S.W., M.P.H., to share with members of his family and to appropriate officials of The University of Alabama.

Approving Appointment of JoAnn Oliver as the Capstone College of Nursing Quasi-Endowed Chair in the Capstone College of Nursing at UA

#### RESOLUTION

WHEREAS, former Dean Suzanne Prevost in the Capstone College of Nursing at the University of Alabama executed a resolution establishing a Quasi-Endowed Chair for the Capstone College of Nursing that was approved by the Board of Trustees in November 2022 with funds from Nursing reserves to promote nursing excellence; and

WHEREAS, the resolution states the chair shall be used to attract and/or retain a nationally recognized scholar and/or expert in the field of nursing who will make a difference in the quality of teaching and research in the Capstone College of Nursing; and

WHEREAS, the resolution states that earnings will be used for broad support of the teaching, service, and research efforts of the holder of the chair, including, but not limited to, salary support, graduate research assistantships, research equipment, and support for research efforts; and

WHEREAS, Professor JoAnn Oliver received a Ph.D., from Georgia State University and has served in the Capstone College of Nursing since 2002; and

WHEREAS, Professor Oliver has more than 60 research reports and briefs, journal publications, abstracts, and other media and has been awarded more than \$3.2 million in funding from the Department of Defense, the Health Resources and Services Administration, the National Institutes of Health (including the National Cancer Institute, National Institute on Aging, and National Institute for Nursing Research), the Patient Centered Outcomes Research Institute, the Resource Center for Minority Aging Research, and the Alabama Department of Public Health; and

WHEREAS, Professor Oliver has received many awards and honors, including being recognized as a Fellow in the American Academy of Nursing and receiving the Alabama League of Nursing Lamplighter Award; and

WHEREAS, Dean Julie Sanford of the Capstone College of Nursing recommended this appointment to the Executive Vice President and Provost at The University of Alabama;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it approves the appointment of Dr. JoAnn Oliver to the Capstone College of Nursing Quasi-Endowed Chair in the Capstone College of Nursing at The University of Alabama.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to appropriate officials of The University of Alabama.

Approving the Conversion and Renaming of the Robin D. Rogers Endowed Scholarship in Chemistry to the Robin D. Rogers Endowed Professorship in Entrepreneurial Chemistry at UA

## RESOLUTION

WHEREAS, the Robin D. Rogers Endowed Scholarship in Chemistry was established by action of The Board of Trustees of The University of Alabama on November 2, 2012, through a duly adopted resolution utilizing gifts contributed by Dr. Robin D. Rogers of Tuscaloosa, Alabama; and

WHEREAS, the donor requests that The Board of Trustees of The University of Alabama convert the purpose of the endowment from a scholarship fund to an endowed professorship as outlined within the content of this resolution and revise the name of the fund from the Robin D. Rogers Endowed Scholarship in Chemistry to the Robin D. Rogers Endowed Professorship in Entrepreneurial Chemistry; and

WHEREAS, the Division of Advancement at The University of Alabama requests the resolution be revised to reflect current University policies and procedures and to conform to University of Alabama standard language and editorial style; and

WHEREAS, Dr. Robin D. Rogers of Tuscaloosa, Alabama, has contributed \$500,000 to The Board of Trustees of The University of Alabama to promote faculty excellence in the College of Arts and Sciences; and

WHEREAS, these gifts have been contributed in support of the revised named Robin D. Rogers Endowed Professorship in Entrepreneurial Chemistry and shall be maintained for the purposes and upon the conditions set out below:

- 1. The Robin D. Rogers Endowed Professorship in Entrepreneurial Chemistry shall be used to attract and/or retain a nationally recognized scholar and/or expert in the chemistry field who will make a difference in the quality of teaching and research in the College of Arts and Sciences. Earnings shall be used at the discretion of the Dean of the College with the approval of the President of the University for broad support of the teaching, service, and research efforts of the holder of the professorship, including, but not limited to, salary support, graduate research assistantships, research equipment, and support for research efforts.
- 2. The donor desires the recipient be a faculty member who has a Ph.D., in chemistry or biochemistry and working in the areas of inorganic chemistry, analytical chemistry, biochemistry, or materials chemistry, excluding organic chemistry and physical chemistry. Should these traditional designations change in the future, every effort will be made to maintain the original intent. The recipient must be research-active and the professor's performance must be reviewed every five years. Preference is given to applicants who have a Bachelor of Science degree in chemistry, have an active start-up company and a history of technology transfer and patents in applied chemistry, and who received a high school, bachelor's, master's, or Ph.D., from an institution within the state of Alabama.
- 3. Criteria and procedures for recruiting and selecting the professorship shall follow those set out in the most current edition of The University

of Alabama Faculty Handbook regarding appointments to endowed chairs and professorships and shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College of Arts and Sciences and the President of the University and coordinated with the Provost.

4. Persons or entities desiring to contribute to the Robin D. Rogers Endowed Professorship in Entrepreneurial Chemistry in the College of Arts and Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Dr. Robin D. Rogers served as a faculty member from 1996 to 2014, was the Robert Ramsay Chair of Chemistry from 2005-2014 and was named a University Distinguished Research Faculty Member in 2004; and

WHEREAS, through this endowment, Dr. Rogers wishes to support academic excellence within the College of Arts and Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donor and establishes the Robin D. Rogers Endowed Professorship in Entrepreneurial Chemistry in the College of Arts and Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gifts and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donor's intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such funds.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

## **PowerPoint**



THE UNIVERSITY OF ALABAMA
THE UNIVERSITY OF ALABAMA AT BIRMINGHAM
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
THE UAB HEALTH SYSTEM

Academic Affairs and Student Affairs Committee June 7, 2024





GRANTING FINAL APPROVAL OF A MASTER OF SCIENCE (M.S.) DEGREE IN ARTIFICIAL INTELLIGENCE IN MEDICINE (CIP CODE 11.0102)

The Board of Trustees reviewed a Notification of Intent to Submit a Proposal (NISP) for a Master of Science (M.S.) Degree in Artificial Intelligence in Medicine (CIP Code 11.0102) at its November 3, 2023, meeting.

The Board of Trustees reviewed and granted initial approval of a full proposal for the Degree on February 2, 2024.

The Alabama Commission on Higher Education is expected to approve the Program based on a positive recommendation by the Commission's staff at its June 14, 2024, meeting.

**ACTION REQUESTED:** That the Board of Trustees grants final approval of the Master of Science (M.S.) Degree in Artificial Intelligence in Medicine (CIP Code 11.0102) at UAB.

Govenda: E.1

Granting Final Approval of a Master of Science (M.S.) Degree in Artificial Intelligence in Medicine (CIP Code 11.0102) at UAB

#### RESOLUTION

WHEREAS, on November 3, 2023, The Board of Trustees of The University of Alabama approved the submission of a Notification of Intent to Submit a Proposal (NISP) for a Master of Science (M.S.) Degree in Artificial Intelligence in Medicine (CIP Code 11.0102); and

WHEREAS, on February 2, 2024, The Board of Trustees reviewed and granted initial approval of a full proposal for the Degree; and

WHEREAS, the Alabama Commission on Higher Education (ACHE) is expected to approve the Program based on a positive recommendation by the Commission's staff at its June 14, 2024, meeting;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants final approval of a Master of Science (M.S.) Degree in Artificial Intelligence in Medicine (CIP Code 11.0102) at The University of Alabama at Birmingham.

Approving Establishment of the Center for Lung Analytics and Imaging Research (CLAIR) at The University of Alabama at Birmingham Marnix E. Heersink School of Medicine

#### RESOLUTION

WHEREAS, the Department of Medicine, Division of Pulmonary, Allergy, and Critical Care Medicine (DOM-PACCM) at The University of Alabama at Birmingham ("UAB") wishes to create the Center for Lung Analytics and Imaging Research (CLAIR) in order to focus on leveraging advances in imaging and analytic tools such as magnetic resonance imaging of the lungs, molecular imaging, and micro-CT, as well as artificial intelligence. These novel approaches enable high throughput analyses of complex data to better understand and ultimately treat acute and chronic lung disease and to expand the use of these new technologies. This is a critical area of research and is an initiative that aligns with our mission; and

WHEREAS, the DOM-PACCM, is a world-class academic department, advancing the field through novel research, training the next generation of providers, and providing greater opportunity for the expansion of research; and WHEREAS, increased educational opportunities and competitive advantage will be more readily available under a new center administrative structure; and

WHEREAS, The University of Alabama at Birmingham Marnix E. Heersink School of Medicine supports the creation of the Center for Lung Analytics and Imaging Research (CLAIR) to establish our position as a leader in the field of quantitative imaging and analytics of the lung and demonstrate our commitment to staying at the forefront of scientific innovation and addressing the unmet medical needs of patients; and

WHEREAS, the Center for Lung Analytics and Imaging Research will be funded from the Heersink School of Medicine in the amount of \$4,200,000 and grants in the amount of \$145,000; and

WHEREAS, Surya P. Bhatt, M.D., M.S.P.H., is recommended to serve as the inaugural Director of the Center for Lung Analytics and Imaging Research (CLAIR) and manage the faculty and scientific staff for science and technology matters;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the establishment of the Center for Lung Analytics and Imaging Research (CLAIR) within DOM-PACCM at The University of Alabama at Birmingham Marnix E. Heersink School of Medicine.

Approving Establishment of the Center for Integrative Structural Biology at The University of Alabama at Birmingham Marnix E. Heersink School of Medicine

## RESOLUTION

WHEREAS, The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine) wishes to create a new Center for Integrative Structural Biology to leverage novel and transformative biophysical methodologies to study human diseases and develop smart therapeutics that align with our mission; and

WHEREAS, the research expertise and portfolio of UAB researchers in Structural Biology is highly competitive and surpasses that of many universities in the region (e.g., Emory University and Vanderbilt University); and

WHEREAS, increased educational opportunities and strategic growth in biomedical research will be more readily available under a new center administrative structure; and

WHEREAS, the Heersink School of Medicine supports the creation of a Center for Integrative Structural Biology to establish our position as a leader in the field of structural

biology; the proposed Center will be defined by interdisciplinary collaboration among UAB scientists, clinicians, educators, and students, promoting unique exchanges, training opportunities, and collaborations with Southern Research and the private sector; and

WHEREAS, the Center for Integrative Biology will be funded for the first five years from the Heersink School of Medicine in the amount of \$1,250,000; the O'Neal Comprehensive Cancer Center in the amount of \$850,000; and chargebacks and additional revenue equal to \$1,225,000; and

WHEREAS, Gino Cingolani, Ph.D., Professor of the Department of Biochemistry and Molecular Genetics at UAB, is recommended to serve as the first Center director;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the establishment of the UAB Center for Integrative Structural Biology in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine.

Approving Establishment of the Center for Neuroengineering and Brain-Computer Interfaces (CNBCI) in the Department of Neurosurgery at The University of Alabama at Birmingham Marnix E. Heersink School of Medicine

## RESOLUTION

WHEREAS, the Department of Neurosurgery at The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine) proposes to establish the Center for Neuroengineering and Brain-Computer Interfaces (CNBCI); and

WHEREAS, the Department of Neurosurgery wants to create the CNBCI to catalyze cross-cutting research and discovery in the area of Neuroengineering and Brain-Computer Interfaces (BCI), adding to the generation of new scientific knowledge and its applications to benefit society; and

WHEREAS, the CNBCI will build UAB's research portfolio in Neuroengineering/Brain Computer Interfaces (BCI), establish a strong foundation for Neuroengineering/BCI research through creation of an integrated data repository, and increase Neuroengineering/BCI technology transfer, outreach and education; and

WHEREAS, the Heersink School of Medicine supports the creation of the CNBCI to establish our position as a leader in the field of Neuroengineering/BCI and to support entrepreneurship and economic development, enhance clinical care, and attract philanthropy; and

WHEREAS, the CNBCI will be funded from the UAB Office of Research, University-Wide Interdisciplinary Research Center (UWIRC) program. The UWIRC Program will provide \$250,000 per year for the first five years contingent upon satisfactory progress toward the goals outlined in the application and submission of annual progress reports; and

WHEREAS, the Center for Neuroengineering and Brain-Computer Interfaces will also receive funding over the first five years from the UAB School of Engineering in the amount of \$375,000; UAB School of Health Professions in the amount of \$50,000; UAB Department of Neurosurgery in the amount of \$200,000; and funding from grants and gifts in the amount of \$100,000; and

WHEREAS, the CNBCI, as part of our UWIRC sustainability strategy, will offer a fee-for-service program that will curate and upload to required shared databases. We will also provide boilerplate text for our members' grant application submissions specific for the Data Management and Sharing Plan (DMSP) documents. This service will be performed using a subscription model and will provide sustained funding for Center activities; and

WHEREAS, J. Nicole Bentley, M.D., has been recommended to serve as the inaugural Director of the UWIRC-CNBCI and manage the faculty and scientific staff for science and technology matters; and

WHEREAS, upon Center approval, Mark Bolding, Ph.D., will serve as Associate Director of Neurodata; Kristina Visscher, Ph.D., will serve as Associate Director of Neurorehabilitation; Harrison Walker, M.D., will serve as Associate Director of Neuromodulation; and Jamie Tyler, Ph.D., will serve as Associate Director of Industry and Entrepreneurship;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the establishment of the Center for Neuro-engineering and Brain-Computer Interfaces (CNBCI) in the Department of Neurosurgery at The University of Alabama at Birmingham Marnix E. Heersink School of Medicine.

Approving Establishment of the Hill Crest Foundation Endowed Professorship in Psychiatry at UAB

### RESOLUTION

WHEREAS, The Hill Crest Foundation, Inc., based in Mountain Brook, Alabama, has given \$500,000 to the Department of Psychiatry and Behavioral Neurobiology within The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (UAB

Heersink School of Medicine) for the establishment of Hill Crest Foundation Endowed Professorship in Psychiatry; and

WHEREAS, this endowed professorship will assist UAB in recruiting a physician/scientist specializing in depression and suicide prevention to further expand the University's clinical, educational, and research efforts; and

WHEREAS, this gift will have an enduring effect on the lives of the many patients who will benefit from the clinical service/discoveries that will be made at UAB and will, therefore, be of significant and lasting value to the University and the advancement of medicine; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby establishes the Hill Crest Foundation Endowed Professorship in Psychiatry.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be given to Adrienne Lahti, M.D., Chair of the Department of Psychiatry and Behavioral Neurobiology; to Anupam Agarwal, M.D., Senior Vice President and Dean of the UAB Heersink School of Medicine; and to other appropriate officials of The University of Alabama at Birmingham.

Approving the Merger of the Division of General Internal Medicine and the Division of Preventive Medicine Creating a New Division of General Internal Medicine and Population Science in the Department of Medicine in The University of Alabama Marnix E. Heersink School of Medicine

## RESOLUTION

WHEREAS, the Department of Medicine in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine) wishes to merge the Division of General Internal Medicine and the Division of Preventive Medicine creating a new Division of General Internal Medicine and Population Science in order to provide and enhance the academic and clinical programs of the Department of Medicine; and

WHEREAS, the Department of Medicine has 11 recognized divisions, including the Division of General Internal Medicine as well as the Division of Preventive Medicine; and

WHEREAS, the current faculty in the divisions of General Internal Medicine and Preventive Medicine are nationally recognized and widely respected clinicians and researchers of the highest order; and have identified the benefit of coming together as a single unified division; and WHEREAS, the Division of General Internal Medicine consists of clinicians and medical educators who provide extraordinary patient care in multiple settings and training to medical students, residents, and fellows; and

WHEREAS, the Division of Preventive Medicine consists of researchers improving health outcomes through collaborative research, training community engagement, dissemination and translation of knowledge; and

WHEREAS, both divisions have formed strong clinical, educational, and research partnerships with the Birmingham Veterans Affairs Medical Center; and

WHEREAS, current faculty and staff in both divisions have been instrumental in forming and strengthening the connection between UAB, UAB Medicine, and Cooper Green Mercy Health Services; and

WHEREAS, the proposed merger of the divisions will deliver greater opportunity for improved quality and access to patient care, expansion of research into more patient care settings, and increased educational opportunities providing a competitive advantage in recruitment and retention of faculty and staff; and

WHEREAS, the establishment of the Division of General Internal Medicine and Population Science is in alignment with other major national and international academic departments; and

WHEREAS, all faculty and financial resources associated with the Division of General Internal Medicine and the Division of Preventive Medicine will be relocated and transitioned to the Division of General Internal Medicine and Population Science, effective October 1, 2024; and

WHEREAS, there will be a search for a Division Director to serve as the inaugural Director of the Division of General Internal Medicine and Population Science at UAB and this leader will provide a mission, vision and direction for success related to current and future faculty, staff, residents, and fellows; and

WHEREAS, the Heersink School of Medicine and the Department of Medicine believes that granting the establishment of this new division will provide limitless opportunities, expansion, and competitive advantages; and

WHEREAS, the Heersink School of Medicine and the Department of Medicine desire to commit to and invest in the continued growth of this new division;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the merger of the Division of General Internal Medicine and the Division of Preventive Medicine to create a new Division of General Internal Medicine and Population Science, in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine.

Approving Changing the Name of the Master of Science (M.S.) Degree in Physician Assistant Studies Program (CIP Code 51.0912) to the Master of Science (M.S.) Degree in Physician Associate Studies Program (CIP Code 51.0912) in the Department of Clinical and Diagnostic Science in the School of Health Professions at The University of Alabama at Birmingham

## RESOLUTION

WHEREAS, the Department of Clinical and Diagnostic Science in the School of Health Professions at The University of Alabama at Birmingham (UAB) strives to make its program consistent with professional standards and current definitions; and

WHEREAS, the UAB School of Health Professions proposes a non-substantive change in the current Master of Science (M.S.) degree in Physician Assistant Studies Program by changing the name to the Master of Science (M.S.) degree in Physician Associate Studies Program; and

WHEREAS, there will be no changes to the current curriculum; and

WHEREAS, the rationale for the degree program name change is to align the program with changes recently adopted by the national professional society, the American Academy of Physician Associates (AAPA), formally known as the American Academy of Physician Assistants;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves changing the name of the Master of Science (M.S.) degree in Physician Assistant Studies Program (CIP 51.0912) to the Master of Science (M.S.) degree in Physician Associate Studies Program (CIP 51.0912) in the Department of Clinical and Diagnostic Sciences in the School of Health Professions at The University of Alabama at Birmingham.

Approving Changing the Name and Nomenclature of the Master of Construction Engineering Management (MCEM) Degree (CIP Code 14.3301) to the Master of Engineering in Construction Engineering Management (MEngCEM) Degree (CIP Code 14.3301) at The University of Alabama at Birmingham

#### RESOLUTION

WHEREAS, the School of Engineering at UAB has been approved to offer the Master of Construction Engineering Management (MCEM) degree. This new degree program was previously offered as a concentration within the Master of Engineering degree program; and

WHEREAS, the School of Engineering has determined that the Master of Engineering degree program has significant brand recognition and that it is advantageous to continue use of it in the degree name; and

WHEREAS, other than changes to the program name and degree nomenclature, there will be no adjustments in the requirements or character of the program;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves changing the name and nomenclature of the Master of Construction Engineering Management (MCEM) degree (CIP Code 14.3301) to the Master of Engineering in Construction Engineering Management (MEngCEM) degree (CIP Code 14.3301) at The University of Alabama at Birmingham.

Approving Changing the Name and CIP Code of the Master of Science (M.S.) Degree in Instructional Design and Development (13.0301) to the Master of Science (M.S.) Degree in Learning Design & Learning Sciences (CIP 13.0607) at The University of Alabama at Birmingham

#### RESOLUTION

WHEREAS, the School of Education and Human Sciences at The University of Alabama at Birmingham (UAB) strives to provide relevant and necessary degree programs; and

WHEREAS, the proposed name and CIP code change will expand the scope of the degree to Learning Design, framed through the perspective of the Learning Sciences field; and

WHEREAS, the program revisions will enable our students to pursue a wider range of career opportunities, thereby increasing the reputation of UAB and the State of Alabama; and

WHEREAS, the curriculum updates will enhance student engagement in theoretical perspectives that can be translated to actionable design principles, enabling the construction of learning experiences that are deeply rooted in validated frameworks; and WHEREAS, the students completing the program will be able to manage learning design and research projects utilizing standards, competencies, and performance statements from the International Board of Standards for Training, Performance, and Instruction (IBSTPI);

NOW, THEREFORE BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves changing the name and CIP Code of the Master of Science (M.S.) degree in Instructional Design and Development (CIP 13.0301) to the Master of Science (M.S.) degree in Learning Design & Learning Sciences (CIP 13.0607) at The University of Alabama at Birmingham.

Granting Approval of the Conversion and Renaming of the Kent and Phoebe Palcanis Endowed Support Fund to the Kent and Phoebe Palcanis Endowed Professorship at UAB

## RESOLUTION

WHEREAS, on April 9, 2020, The Board of Trustees of The University of Alabama accepted gifts of \$94,748 from Dr. Kent Palcanis and approved the establishment of the Kent and Phoebe Palcanis Endowed Support Fund within the School of Dentistry at The University of Alabama at Birmingham (UAB); and

WHEREAS, additional gifts of \$405,252 have been received from Dr. Palcanis to convert and rename the Kent and Phoebe Palcanis Endowed Support Fund to the Kent and Phoebe Palcanis Endowed Professorship; and

WHEREAS, this endowment will be used to recruit and/or retain an expert faculty member in the Department of Periodontology who engages in periodontal research; and

WHEREAS, this endowment will have a lasting effect on the work performed by the faculty in the Department who will occupy the endowed position and on the lives of the patients and students touched by their medical breakthroughs, research, teaching, and clinical care; and

WHEREAS, the ongoing contributions of such an endowment will be of fundamental and lasting value to UAB, the community, the state of Alabama, and beyond;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves the conversion and renaming of the Kent and Phoebe Palcanis Endowed Support Fund to the Kent and Phoebe Palcanis Endowed Professorship.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Nicolaas Geurs, D.D.S., M.S., Interim Dean of the School of Dentistry; and to other appropriate officials of The University of Alabama at Birmingham.

Approving Appointment of Carlos J. Orihuela, Ph.D., as the Inaugural Holder of the Triton Endowed Professorship in Microbiology at UAB

#### RESOLUTION

WHEREAS, The Board of Trustees of the University of Alabama formally established the Triton Endowed Professorship in Microbiology at The University of Alabama at Birmingham (UAB) by resolution adopted September 1, 2023; and

WHEREAS, as recommended by Anupam Agarwal, M.D., Senior Vice President for Medicine and Dean of The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (UAB Heersink School of Medicine), with the concurrence of the University's leadership, the UAB administration now wishes to appoint Carlos J. Orihuela, Ph.D., Professor of Microbiology, as the inaugural holder of the Triton Endowed Professorship in Microbiology at UAB; and

WHEREAS, Dr. Orihuela graduated from Baylor University with a baccalaureate degree in Biology in 1996 and received the Doctor of Philosophy degree in Microbiology and Immunology from the University of Texas Medical Branch at Galveston in 2001; and

WHEREAS, after earning his doctorate degree, Dr. Orihuela conducted postdoctoral training at Saint Jude Children's Research Hospital from 2001-2005; and

WHEREAS, he was a member of the faculty of the Department of Microbiology and Immunology at the University of Texas Health Science Center at San Antonio, as Assistant Professor (2005-2011), and then as Associate Professor with tenure (2011-2015); and

WHEREAS, he became Associate Professor of Microbiology with tenure in the UAB Heersink School of Medicine (2015-2018), and Professor of Microbiology with tenure in the UAB Heersink School of Medicine (2018-present); and

WHEREAS, Dr. Orihuela served as the Interim Chair of the Department of Microbiology at the UAB Heersink School of Medicine (2022-2023) and as Director of the Microbiome Center of the UAB Heersink School of Medicine (2020-2023); and

WHEREAS, Dr. Orihuela is a leader in the fields of microbiology and infectious diseases whose research accomplishments over the past 20 years have been foundational to what is known about how the bacterial pathogen *Streptococcus pneumoniae* 

translocates across vascular endothelial cells in the lung to cause potentially fatal consequences in the heart and other organs; and

WHEREAS, Dr. Orihuela has published more than 110 manuscripts, letters and book chapters and has over 80 invited lectures at national and international venues including as a Distinguished Lecturer of the American Society of Microbiology; and

WHEREAS, Dr. Orihuela's research program has a longstanding track record of continuous extramural funding from the National Institutes of Health, the National Science Foundation, the American Heart Association, the American Federation for Aging Research, the Morrison Trust, the Owens Foundation, and prominent pharmaceutical industry sponsors; and

WHEREAS, Dr. Orihuela has provided exceptional service in the education, training and mentoring of more than 25 graduate students and postdoctoral and clinical fellows from all over the world; and

WHEREAS, Dr. Orihuela's findings on the mechanisms by which *Streptococcus pneumoniae* penetrate, disseminate throughout the lung, blood vessels, and distant organs including the heart, and cause damage in these tissues have provided transformative insights on *Streptococcus* pathogenesis in the context of respiratory and cardiovascular disease, bringing considerable recognition to UAB and aligning perfectly with The University of Alabama System's mission to improve the lives of everyone it touches through research and service; and

WHEREAS, this Board is exceptionally honored to have an individual with Dr. Orihuela's superior experience and abilities on the UAB faculty and concurs with the University's decision to honor him by naming him the Triton Endowed Professor of Microbiology at UAB;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Carlos J. Orihuela, Ph.D., hereby is appointed as the inaugural holder of the Triton Endowed Professorship in Microbiology at UAB, with all the rights and privileges thereunto appertaining, and that it does herein extend its deepest appreciation to Dr. Orihuela for his dedication and service to UAB and to the people of this state and nation.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be sent to Carlos J. Orihuela, Ph.D., to share with members of his family; to Anupam Agarwal, M.D., Senior Vice President for Medicine and Dean of the UAB Heersink School of Medicine, and to other appropriate officials at UAB.

Approving Appointment of Shinichi Kano, M.D., Ph.D., as the First Holder of the UAB Endowed Professorship in Mental Health Research in the Department of Psychiatry and Behavioral Neurobiology in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine

## RESOLUTION

WHEREAS, the UAB Endowed Professorship in Mental Health Research in the Department of Psychiatry and Behavioral Neurobiology was established by The Board of Trustees of The University of Alabama at its April 12, 2024, meeting, having been made possible through the conversion and renaming of the Neurosciences Endowed Program Support Fund; and

WHEREAS, recommended by Adrienne C. Lahti, M.D., Chair of the Department of Psychiatry and Behavioral Neurobiology, with the concurrence of Anupam Agarwal, M.D., Senior Vice President for Medicine and Dean of The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine), and the University's leadership, the UAB administration now wishes to appoint Shinichi Kano, M.D., Ph.D., Associate Professor of Psychiatry and Behavioral Neurobiology, as the first holder of the UAB Endowed Professorship in Mental Health Research; and

WHEREAS, Dr. Kano graduated with his Doctor of Medicine degree in 2002 and his Doctor of Philosophy degree in 2006, both from the University of Tokyo, Japan. He completed his postdoctoral training at Johns Hopkins University in 2014; and

WHEREAS, Dr. Kano was an Assistant Professor at Johns Hopkins University in 2014, and in 2019 was recruited to UAB as an Associate Professor in the Department of Psychiatry and Behavioral Neurobiology and was awarded tenure in 2023; and

WHEREAS, due to Dr. Kano's extraordinary collaborative spirit, he holds numerous roles in councils and committees nationally and locally. Since joining the faculty at UAB, Dr. Kano has also been appointed to multiple member and leadership roles including department and graduate Biomedical Sciences (GBS) committees and UAB's Faculty Senate Research Committee Chair; and

WHEREAS, Dr. Kano is talented and internationally respected for his pioneering research in Neuroscience, including translational research using human samples and mechanistic studies in neuroimmunology. He has published many scientific papers, publications, and even a book chapter *Alternative human cell models for neuropsychiatric research*, and receiving numerous grants and contracts to research this effort; and

WHEREAS, Dr. Kano has received numerous honors and awards such as the Discovery Innovation Award (2016), the Venture Discovery Award (2017), and the Allen Distinguished Investigator Award (2023); and

WHEREAS, Dr. Kano has applied his multifaceted skills to the administratively complex entity known as the Division of Behavioral Neurobiology, which performs important research on the causes of and treatments for serious mental illnesses;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it does hereby approve the appointment of Shinichi Kano, M.D., Ph.D., as the first holder of the UAB Endowed Professorship in Mental Health Research in the Department of Psychiatry and Behavioral Neurobiology in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine with all rights and privileges thereunto appertaining.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be given to Dr. Kano to share with members of his family, and to other appropriate officials of UAB.

Approving Appointment of Jennifer J. DeBerry, Ph.D., as the Second Holder of the David Hill Chestnut Endowed Professorship in the Department of Anesthesiology and Perioperative Medicine in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine

## RESOLUTION

WHEREAS, on February 8, 2013, The Board of Trustees of The University of Alabama approved creation of the David Hill Chestnut Endowed Professorship in Anesthesiology at The University of Alabama at Birmingham (UAB); and

WHEREAS, as recommended by Dan E. Berkowitz, M.D., Chair of the UAB Department of Anesthesiology and Perioperative Medicine, with the concurrence of Anupam Agarwal, M.D., Senior Vice President for Medicine and Dean of The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine), and the University's leadership, the UAB administration now wishes to appoint Jennifer J. DeBerry, Ph.D., Associate Professor, as the second holder of this endowed professorship; and

WHEREAS, Dr. DeBerry earned her Bachelor of Science degree from The University of Alabama at Birmingham School of Social and Behavioral Sciences, and her Doctor of Philosophy degree from The University of Alabama at Birmingham Graduate School in Birmingham, Alabama; and

WHEREAS, Dr. DeBerry completed training as a Postdoctoral Scholar at the University of Pittsburgh School of Medicine Department of Gastroenterology, Hepatology & Nutrition, and training as a Postdoctoral Fellow at the University of Pittsburgh School of Medicine Department of Neurobiology, Pittsburgh, Pennsylvania; and

WHEREAS, Dr. DeBerry served for eight years as an Assistant Professor, and since 2022 has served as an Associate Professor in the Department of Anesthesiology and Perioperative Medicine in the Heersink School of Medicine; and

WHEREAS, Dr. DeBerry has an established record of continuous extramural support for her research program since 2012, having received competitive funding from the National Institutes of Health, the Department of Defense, the Craig H. Neilsen Foundation, American Pain Society, and UAB; and

WHEREAS, Dr. DeBerry is an outstanding teacher, as demonstrated by evaluations of faculty teaching to medical and fellowship training programs and her service as a mentor to undergraduate, doctoral, and medical students; and

WHEREAS, Dr. DeBerry is nationally recognized as a leader in her field, as demonstrated by her service as a peer reviewer for the National Institutes of Health Center for Scientific Review, Department of Defense Congressionally Directed Medical Research Programs, and 29 prestigious journals, her service to the American Pain Society and the Society of Urodynamics, Female Pelvic Medicine & Urogenital Reconstruction, and her service as an Editorial Board member for *Molecular Pain*; and

WHEREAS, members of the Search Committee have unanimously recommended that Dr. DeBerry be appointed as the second holder of the David Hill Chestnut Endowed Professorship in Anesthesiology and Perioperative Medicine; and

WHEREAS, members of the Board of Trustees concur in the selection of Dr. DeBerry to hold this prestigious Professorship, with the full expectation that she will continue to contribute to UAB's national and international reputation for excellence in teaching, service and research;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Jennifer J. DeBerry, Ph.D., as the second holder of the David Hill Chestnut Endowed Professorship in the Department of Anesthesiology and Perioperative Medicine in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent Minutes of this Board, and that copies be presented to Dr. DeBerry, to share with members of her family; Dr. Dan E. Berkowitz, Chair of the UAB Department of Anesthesiology and Perioperative Medicine; Dr. Anupam Agarwal, Senior Vice President

for Medicine and Dean of The University of Alabama at Birmingham Marnix E. Heersink School of Medicine; and to other appropriate officials of The University of Alabama at Birmingham.

Approving Appointment of Erin D. Wright, M.F.A., as Professor Emeritus of Art in the Department of Art and Art History at UAB

## RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB) and the College of Arts and Sciences, UAB wishes to acknowledge Erin D. Wright, M.F.A., by appointing him Professor Emeritus of Art in the Department of Art and Art History; and

WHEREAS, Professor Wright earned his Bachelor of Fine Arts degree in 1983 from Colorado State University, and his Master of Fine Arts degree in 1990 from the University of Arizona; and

WHEREAS, Professor Wright joined UAB as a member of the faculty of the Department of Art and Art History as Associate Professor in 2001, and promoted to full Professor in 2008, and served as Associate Chair of the Department of Art and Art History from 2003 to 2007, and Department Chair from 2007 to 2013; and

WHEREAS, Professor Wright retired from UAB on August 31, 2023, after a total of 22 years of loyal and dedicated service; and

WHEREAS, Professor Wright has distinguished himself with creative/research activities including exhibiting his work in 76 international competitions such as the 27<sup>th</sup> International Biennale in Warsaw, Poland; the Lahti Poster Triennial in Finland; the International Triennial of the Political Poster in Mons, Belgium; and the International Poster Biennale for Peace in Nanjing, China; and

WHEREAS, Professor Wright has also distinguished himself as a professional artist by being asked to participate in more than 100 prestigious international invitationals throughout 27 countries such as the Masters of the USA Invitational Poster Exhibition in La Paz, Bolivia; the 20x20 Posters for Peace exhibition in Tehran, Iran; the 11<sup>th</sup> Asian Graphic Design Triennial in Seoul, South Korea; the 3<sup>rd</sup> Emirates International Poster Festival in Dubai; the Shanghai Design Global Invitational Poster Exhibition; the 7<sup>th</sup> Çanakkale Biennial in Turkey; the 1<sup>st</sup> International Osaka Poster Fest in Japan; and the Colorado International Invitational Poster Exhibition, the most prestigious poster exhibition in the United States; and

WHEREAS, Professor Wright has been recognized by the international design community by invitations to jury prestigious exhibitions such as the 15<sup>th</sup> Biennial Internacional del Cartel en México (where he served as President of the international jury); the Sin Barreras (No Barriers) Poster Competition in Caracas, Venezuela; the Ceremony Paper Pattern Design Competition in Jiangsu, China; the Virtual International Student Biennial in Istanbul, Turkey; the Flexibility - International Brand Awards held in Italy and Korea; the Poster Stellars 1<sup>st</sup> Intercontinental Poster Competition in New Jersey; and

WHEREAS, Professor Wright has his design work featured in prominent design books such as *Making Posters: From Concept to Design* by Scott Laserow and Natalia Delgado; *Posters on Politics* by Donna Jackson; *Brand Designs* and *United Designs: Graphic Design Practice and Education*, both by Albert Choi; the compendiums *New Logo World, Creativity 35*, and *American Corporate Identity*; publications such as *Creative Talk in Asia* and the professional design journal, *New Graphic*; and

WHEREAS, Professor Wright has been recognized for excellence in design by being selected for awards such as the Alabama State Council on the Arts Fellowship Grant; Honorable Mentions in both the 2<sup>nd</sup> and the 3<sup>rd</sup> International Socio-Political Poster Biennales in Auschwitz, Poland; Best Concept Award at the co2 International Poster Invitational in Colorado, finalist at the Peru Poster Biennial; Silver Award in the book Social/Political Posters by Graphis; and numerous local and regional ADDY Awards by the American Advertising Federation of Birmingham including awards for Designer of the Year and Illustrator of the Year; and

WHEREAS, Professor Wright has served on external professional committees including those of the Alabama State Council on the Arts, Space One Eleven, Foot Soldiers Civil Rights Organization 40<sup>th</sup> annual reunion committee and given presentations for the Public Relations Society of America, the College Art Association (CAA); and

WHEREAS, Professor Wright served on UAB College, School, and University committees including those of the Board of Student Publications, the Faculty Affairs Committee, Department of Foreign Languages and Literatures Chair Search Committee (Chair), Department of Music Search Committee, Department of Foreign Languages and Literatures Proust Endowed Chair Search Committee, Dean's Advisory; Arts & Humanities Magazine Committee; and

WHEREAS, Professor Wright served on many committees within the Department of Art and Art History including the Arts Advisory Committee, the Fundraising and Outreach committee, the National Association of Art and Design (NASAD) accreditation committee, Scholarship Committee and numerous departmental search committees; and

WHEREAS, Professor Wright has exhibited excellence during his tenure as teacher, artist, and administrator and has been recognized by University students, staff and faculty as a thoughtful, honorable and dedicated individual;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Erin D. Wright, M.F.A., as Professor Emeritus of Art in the Department of Art and Art History at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this Board herein extends its deepest appreciation to Professor Wright for his dedication and service to The University of Alabama at Birmingham, and to the people of this state and nation.

BE IT FURTHER RESOLVED that this Resolution is spread upon the permanent minutes of this Board and that copies are given to Professor Wright to share with members of his family, and to other appropriate University officials.

Approving Appointment of Crayton A. Fargason, Jr., M.D., M.B.A. as Professor Emeritus of Pediatrics in the Department of Pediatrics at UAB

#### RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB) and The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine), UAB wishes to acknowledge Crayton A. Fargason, Jr., M.D., M.B.A., by appointing him as Professor Emeritus of Pediatrics in the Department of Pediatrics; and

WHEREAS, Dr. Fargason earned both his Bachelor of Science and Bachelor of Arts degrees from Tulane University in 1982, and his Doctor of Medicine degree from The Johns Hopkins University School of Medicine in 1986, and his Master of Business Administration degree from J.L. Kellogg Graduate School of Management, Northwestern University in 1991. He then completed his internship (1986-1987) and his residency training (1987-1989) in pediatrics at Northwestern University; and

WHEREAS, Dr. Fargason joined the UAB faculty in 1991 as Assistant Professor in the Department of Pediatrics, and subsequently was promoted to Associate Professor (1997) and eventually to the rank of Professor (2003). He also had appointments in the Collat School of Business and the School of Public Health; and

WHEREAS, Dr. Fargason provided exemplary service to the Department of Pediatrics as a Professor until his retirement on September 30, 2019, after a total of 28 years of loyal and dedicated service. In his emeritus position and as a part-time

- employee, Dr. Fargason will continue to serve Children's of Alabama and UAB in various roles successfully impacting the operations and the patients served by these entities; and
- WHEREAS, Dr. Fargason has served as Deputy Medical Director of the Hugh Kaul Precision Medical Institute since 2021; and
- WHEREAS, Dr. Fargason has served as the Vice-President of Clinical Affairs, Children's of Alabama since 2003; and
- WHEREAS, Dr. Fargason has served as Medical Director, Children's of Alabama since 1999; and
- WHEREAS, Dr. Fargason's role in clinical informatics at UAB continues to be beneficial to the Department of Pediatrics, including adoption of Epic at Children's Hospital of Alabama; and
- WHEREAS, Dr. Fargason served as the Director of Neurodevelopmental Initiatives, Children's of Alabama and UAB from 2018 to 2020; and
- WHEREAS, Dr. Fargason was a Robert Wood Johnson Generalist Physician Faculty Scholar from 1994-1998. His research and much of his service, at that time, was centered on improving the quality of care received by abused children throughout the state of Alabama; and
- WHEREAS, Dr. Fargason supported the public health of the children of Alabama by serving as the State Lead expert, collaborating with the state on public health preparedness, as well as working with the local Department of Public Health creating collaborative clinical delivery systems; and
- WHEREAS, Dr. Fargason served as Chief Operating Officer of Children's and Women's Health Joint Venture, Children's of Alabama, and UAB from 2003 to 2004; and
- WHEREAS, Dr. Fargason was and continues to be instrumental in quality and safety initiatives benefiting pediatric patients. At the national level, he has served as a consultant to the Agency for Healthcare Research and Quality (AHRQ) and served on several study sections at AHRQ to forward the academic discipline of quality and safety development; and
- WHEREAS, Dr. Fargason's expertise was recognized by "America's Top Pediatricians" in 2002 and 2003 by the Consumers' Research Council of America and as one of the Best Doctors in America in 2003-2012 and 2015-2022; and

WHEREAS, Dr. Fargason received numerous research grants supporting multiple areas of patient care, and the UAB Department of Pediatrics; and

WHEREAS, Dr. Fargason served as an invaluable and influential mentor to the numerous faculty members in the Department of Pediatrics and consistently demonstrated his passion for teaching and mentoring; and

WHEREAS, Dr. Fargason has served on numerous advisory boards and committees at UAB and for national and international scientific organizations; and

WHEREAS, Dr. Fargason is a member of many professional organizations including the American Academy of Pediatrics, American Medical Informatics Association, and Ambulatory Pediatric Association; and

WHEREAS, Dr. Fargason has further demonstrated his service to the research community through his leadership on numerous research studies and publications; and

WHEREAS, Dr. Fargason has been recognized nationally for excellence in research by election to the American Pediatric Society and the Society for Pediatric Research;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Crayton A. Fargason, Jr., M.D., as Professor Emeritus of Pediatrics in the Department of Pediatrics at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this Board herein extends its deepest appreciation to Dr. Fargason for his dedication and service to The University of Alabama at Birmingham, and to the people of this state and nation.

BE IT FURTHER RESOLVED that this Resolution is spread upon the permanent minutes of this Board and that copies are given to Dr. Fargason to share with members of his family, and to other appropriate University officials.

Approving Appointment of Phillip D. Smith, M.D. as Professor Emeritus of Medicine in the Department of Medicine at UAB

#### RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB) and The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine), UAB wishes to acknowledge Phillip D. Smith, M.D., by appointing him as Professor Emeritus of Medicine in the Department of Medicine; and

WHEREAS, Dr. Smith earned his Bachelor of Arts degree in Anthropology and Premedical Sciences from The University of California at Berkeley (1968) and his Doctor of Medicine degree with Distinction in Research from The University of Rochester School of Medicine (1973); and completed his internship and residency in internal medicine at Vanderbilt University (1973-1976) and fellowship in gastroenterology and hepatology at the University of Colorado (1976-1979); and

WHEREAS, Dr. Smith received advanced training at the National Institutes of Health (1980-1992), initially in the Laboratory of Parasitic Diseases (NIAID) and then the Laboratory of Immunology (NIDCR), where he advanced to Senior Investigator with Tenure; and

WHEREAS, Dr. Smith served initially as Professor of Medicine and subsequently as Professor of Medicine and Microbiology in the UAB Departments of Medicine and Microbiology faculty for 30 years until his retirement on June 30, 2022; and

WHEREAS, he was appointed as the inaugural holder of the endowed Mary J. Bradford Professor in Gastroenterology by the Board of Trustees at their November 9, 2001, meeting; and

WHEREAS, Dr. Smith acquired additional training in preventive medicine (Epidemiology Trainee, California State Dept. of Public Health); epidemiology (Medical Student, University of Belgrade, Serbia); molecular biology (Fellowship Year, University of Vienna, Austria); tropical parasitology (Clinical Fellow, University of Natal, South Africa); and epithelial cell biology (UAB Sabbatical to Institut Cochin de Genetique Moleculaire, Paris, France); and

WHEREAS, Dr. Smith is an active member of the UAB Mucosal Immunology Group of internationally recognized mucosal immunologists. Together with his valued UAB collaborators, including Drs. Lesley Smythies, Casey Morrow, John Kappes and William Britt, Dr. Smith has made seminal contributions to understanding the cellular and molecular mechanisms of pathogen-induced mucosal inflammation. His pioneering papers (1) elucidated the pathway through which intestinal epithelial cells utilize CCR5 to select macrophage-tropic HIV for mucosal entry (Nature Medicine, PLoS Pathogens, J Experimental Medicine, J Virology), (2) reported the mechanism in which stromal TGF-B induces inflammation anergy in intestinal macrophages (J Clinical Investigation, J Biological Chemistry, J Immunology, Mucosal Immunology), (3) dissected the molecular mechanism of cytomegalovirus-induced mucosal inflammation (CMV colitis) (J Clinical Investigation, Mucosal Immunology, J Immunology), (4) elucidated the immunopathology of H. pylori gastritis (J Clinical Investigation, J Experimental Medicine, Gastroenterology), (5) explained how T regulatory cells downregulate H. pylori gastritis in children compared with adults (Gastroenterology, Mucosal Immunology), (6) characterized the microbiota of the stomach in children versus adults and showed that eradication of *H. pylori* restored the dysbiotic microbiota to commensal

microbiota (*Mucosal Immunology*, *Gastroenterology*) and (7) elucidated how intestinal stromal cells promote homeostasis in normal mucosa but inflammation in Crohn's disease in a retinoic acid-deficient manner (*Mucosal Immunology*). His laboratory is currently characterizing the role of the microbiota in gastric premalignancy and the role of microRNA-146a in persistent intestinal inflammation caused by chronic CMV infection. These and other contributions are reported in more than 190 publications and six books that he has edited or co-edited; and

WHEREAS, Dr. Smith has received awards for his research accomplishments and academic contributions, including MD with Distinction in Research from the University of Rochester School of Medicine, three consecutive Performance Awards from NIH, INSERM Fellowship Award from the French National Institute for Health and Medical Research, Max Cooper Award for Research Excellence from UAB; election to the Association of American Physicians, American Academy of Microbiology and Board of Councilors, Society for Mucosal Immunology; and Award for Distinguished Contribution to the Field of Mucosal Immunology and Award of Recognition and Appreciation from the Society for Mucosal Immunology; and

WHEREAS, Dr. Smith was the founding director of the NIH-funded Mucosal HIV and Immunobiology Center (2003-2013) and the founding Co-Director the UAB Epithelial Stem Cell Organogenesis Unit (2020-present) and has supported his research program for nearly 30 years through NIH, VA and foundation grants, bringing millions of research dollars to UAB over the expanse of his career. He has helped his UAB colleagues win NIH funding and earlier helped the Department of Medicine achieve its highest NIH national ranking (4th in the country). His many (24) trainees, postdocs and Ph.D., students have secured training and faculty positions at institutions throughout the country, including UAB, Johns Hopkins, Boston University, University of Colorado, University of Texas Southwestern, Montana State University (School of Veterinary Medicine) and Harvard. He has contributed to the Dept. of Medicine administratively by serving on the Research Committee, the Promotions and Appointments Committee, and faculty/division director search committees; and

WHEREAS, Dr. Smith has represented UAB with distinction through scores of lectures throughout the world at universities, research institutions and international meetings, including three Visiting Professorships to Pontificia Universidad Catolica de Chile, Santiago, Chile and with membership on numerous national and international scientific boards and committees, most notably multiple NIH study sections and in 2023 on the prestigious NIH Board of Scientific Councilors for the intramural program of the National Institute of Allergy and Infectious Diseases; and

WHEREAS, Dr. Smith has contributed to the UAB Department of Medicine administratively through service on the Research Committee; the Promotions and Appointments Committee; faculty/division director search committees; and multiple graduate student/Ph.D. thesis committees; and

WHEREAS, Dr. Smith is the co-founder and co-director of the nonprofit Foundation for Latin American Scientists (FLAS), which he has established with Dr. Paul Harris at Pontificia Universidad Catolica de Chile, Santiago, Chile, to bring talented early career Latin American scientists to UAB and other prominent U.S., research universities for a two-year fellowship in molecular biology, immunology, microbiology or genetics;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Phillip D. Smith, M.D., as Professor Emeritus of Medicine in the Department of Medicine at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this Board herein extends its appreciation to Dr. Smith for his scientific, clinical, and administrative accomplishments and contributions to the University of Alabama at Birmingham, and to the people of this state and nation.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be given to Dr. Smith to share with his family, and to other appropriate University officials.

Approving Appointment of Elena I. Frolova Ph.D., as Professor Emerita of Microbiology in the Department of Microbiology at UAB

## RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB) and The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine), UAB wishes to acknowledge Elena I. Frolova, Ph.D., by appointing her as Professor Emerita of Microbiology in the Department of Microbiology; and

WHEREAS, Dr. Frolova earned her Bachelor of Science and Master of Science degrees in 1985 from Novosibirsk State University in Novosibirsk, Russia, and her Doctor of Philosophy degree in 1992 from Novosibirsk Institute of Bioorganic Chemistry of Russian Academy of Sciences in Novosibirsk, Russia; and

WHEREAS, Dr. Frolova joined the UAB Department of Microbiology in 2009 as an Assistant Professor and was subsequently promoted to the rank of Associate Professor with tenure in 2012, and rose to the rank of Professor with tenure in 2017; and

WHEREAS, Dr. Frolova continued her service to the Department of Microbiology as Professor until her retirement on February 29, 2024, after a total of 15 years of loyal and dedicated service; and

WHEREAS, Dr. Frolova served on many departmental committees from 2009 through her retirement in 2024; and

WHEREAS, Dr. Frolova served as an ad hoc reviewer for the National Institutes of Health (NIH) Virology A study section at least once a year from 2016 through 2019. From 2019-2023, Dr. Frolova was a member of the NIH Virology A study section; and

WHEREAS, Dr. Frolova served as co-course director for Graduate Biomedical Sciences (GBS) 762 Virology in 2010 and 2011, and from 2011-2020, she served as course director for GBS 762 Virology; and

WHEREAS, Dr. Frolova has served as a mentor to eight postdoctoral fellows; and

WHEREAS, Dr. Frolova has served as a peer reviewer on numerous journals including *Cell Host & Microbe, PLoS Pathogenes, PLoS Neglected Tropical Diseases, J. Virology, and Virology*; and

WHEREAS, Dr. Frolova has been an active member of the American Society for Microbiology (ASM); and

WHEREAS, Dr. Frolova has authored and co-authored more than 80 publications, which have been published in many prestigious journals such as Proceedings of the National Academy of Sciences, UAS, Journal of the American Chemical Society, FEBS Letters, Journal of Virology, Virology, PLoS Pathogens and Nucleic Acid Research; and

WHEREAS, Dr. Frolova has developed an outstanding international reputation in the field of virology, specifically for her research on alphaviruses. She was frequently invited to present her work at international forums and many prestigious institutions in places like France, Estonia, United Kingdom, Spain, at prestigious institutions such as L'Université Claude Bernard, Lyon, France and the University of Tartu, Tartu, Estonia. She also delivered important lectures at national and international conferences such as the 2<sup>nd</sup> International Meeting on Arboviruses and their Vectors and the 9<sup>th</sup> International Symposium on Positive-Strand Viruses. She also served as reviewer for international agencies such as The Netherlands Organization for Scientific Research; and

WHEREAS, Dr. Frolova and her laboratory labored intensely during the COVID pandemic to develop novel approaches to study Corona virus biology specifically in the areas of virus replication and pathogenesis;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Elena I. Frolova, Ph.D., as Professor Emerita of Microbiology in the Department of Microbiology at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this Board herein extends its deepest appreciation to Dr. Frolova for her dedication and service to The University of Alabama at Birmingham, and to the people of this state and nation.

BE IT FURTHER RESOLVED that this Resolution is spread upon the permanent minutes of this Board and that copies are given to Dr. Frolova, to share with members of her family, and to other appropriate University officials.

Approving Appointment of Mona N. Fouad, M.D., M.P.H. as Professor Emerita of Medicine in the Department of Medicine at UAB

#### RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB) and The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine), UAB wishes to acknowledge Mona N. Fouad, M.D., M.P.H., by appointing her as Professor Emerita of Medicine in the Department of Medicine; and

WHEREAS, Dr. Fouad earned her medical degree from Alexandria University, School of Medicine, Alexandria, Egypt (1977); then later completed her master's in public health in the School of Public Health at the University of Alabama at Birmingham (1986); and

WHEREAS, Dr. Fouad completed an internship at the University of Alexandria Hospital, Alexandria, Egypt (1978-1979); a Health Educator/Coordinator Interventionist in the Department of Medicine, Division of Preventive Medicine, at UAB (1986-1988); and a Research Fellow in the Department of Medicine, Division of Preventive Medicine, at UAB (1988-1990); and

WHEREAS, Dr. Fouad was appointed to the UAB faculty as a Research Instructor, UAB Department of Medicine (1991-1993) where she currently serves, moved through the ranks to Research Assistant Professor, (1993-1996), Assistant Professor (1996-2000), Associate Professor (2000-2005), and was awarded the rank of Professor (2005-2023); and

WHEREAS, Dr. Fouad was appointed as the Division Director, Preventive Medicine, Department of Medicine in the Heersink School of Medicine (2009-2023); and

WHEREAS, Dr. Fouad continued her service to the Department of Medicine as Professor until her retirement on December 31, 2023, after a total of 34 years of loyal and dedicated service to UAB and the Heersink School of Medicine; and

- WHEREAS, Dr. Fouad was appointed the founding Director and Senior Scientist of the Minority Health and Health Equity Research Center, a university wide center (2002) where she currently serves as the director; and
- WHEREAS, Dr. Fouad was appointed as the Senior Associate Dean for Diversity and Inclusion, Heersink School of Medicine (2014-present); and
- WHEREAS, Dr. Fouad was appointed as the Chief Operating Officer for Live HealthSmart Alabama (2019-present); and
- WHEREAS, Dr. Fouad was appointed as the Edward E. Partridge, M.D., Endowed Chair for Cancer Disparity Research, O'Neal Comprehensive Cancer Center, Heersink School of Medicine (2020-present); and
- WHEREAS, Dr. Fouad was appointed as the Associate Vice President for Diversity, Equity, and Inclusion at UAB (2022-present): and
- WHEREAS, Dr. Fouad brings national recognition to UAB as a member of the National Academy of Medicine, American Society of Clinical Oncology and the American Public Health Association; aud
- WHEREAS, Dr. Fouad in 2022 received the Vilcek-Gold Award for Humanism in Healthcare; and
- WHEREAS, Dr. Fouad served as an invaluable and influential mentor to more than 100 faculty, trainees, and students; and
- WHEREAS, Dr. Fouad authored or co-authored 160 peer reviewed manuscripts, one book chapter, 44 poster presentations, 60 invited lectures, and 115 oral presentations and abstracts at national and international conferences; and
- WHEREAS, in her emerita position, Dr. Fouad will continue playing an active role in academics here at UAB. She will continue to work on several NIH-funded grants, continue in her administrative roles at UAB and the Heersink School of Medicine, as well as continue to serve as the Director of the Minority Health and Health Equity Research Center, and the Chief Operating Officer of Live HealthSmart Alabama;
- NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Mona N. Fouad, M.D., M.P.H., as Professor Emerita of Medicine in the Department of Medicine at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this Board herein extends its deepest appreciation to Dr. Fouad for her dedication and service to The University of Alabama at Birmingham, and to the people of this state and nation.

BE IT FURTHER RESOLVED that this Resolution is spread upon the permanent minutes of this Board and that copies are given to Dr. Fouad and members of her family, and other appropriate University officials.

Approving Appointment of Dawn K. DeCarlo, OD, MS, MSPH, Ph.D., as Professor Emerita in the Department of Ophthalmology and Visual Sciences at UAB

## RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB) and the Heersink School of Medicine, UAB wishes to acknowledge Dawn K. DeCarlo, OD, MS, MSPH, Ph.D., by appointing her as Professor Emerita in the Department of Ophthalmology and Visual Sciences; and

WHEREAS, Dr. DeCarlo earned her Doctor of Optometry degree from UAB in 1992 and completed a low vision rehabilitation residency at Chicago West Side Veterans Administration Medical Center and Hines Central Blind Rehabilitation Center in 1993, and she later earned her Master of Science degree in Public Health from UAB in 2012 and her Ph.D., in Vision Rehabilitation from UAB in 2020; and

WHEREAS, Dr. DeCarlo was appointed a Clinical Instructor of Optometry at UAB School of Optometry in 1993, rising to Assistant Professor in 1994 and then Associate Professor in 2001, before joining the School of Medicine, Department of Ophthalmology in 2005, while maintaining a secondary appointment in the School of Optometry; and

WHEREAS, Dr. DeCarlo was appointed to Professor in 2016, and served as Director of the UAB Center for Low Vision Rehabilitation since 2005; and

WHEREAS, Dr. DeCarlo served for 30 years as a faculty member of The University of Alabama at Birmingham and retired on September 30, 2023, during which time she made numerous important contributions to the tripartite mission of the University, most notably in service to patients with the most severe vision impairments and their families while educating the next generation of eye care specialists; and

WHEREAS, Dr. DeCarlo's leadership of the UAB Center for Low Vision Rehabilitation allowed the Center to thrive and provide compassionate care for a multitude of patients with severe vision impairment and blindness while also supporting their families; and

WHEREAS, Dr. DeCarlo actively engaged in community outreach, directing a successful support group for children with vision impairment and their families through the philanthropic support of Songs for Sight and serving as a consultant for the Alabama Institute for the Deaf and Blind; and

WHEREAS, Dr. DeCarlo's contributions are widely recognized nationally and internationally as demonstrated through her participation and service in leadership roles for national societies including Chair, Low Vision Section for the American Academy of Optometry (2016-2018); Chair, Low Vision Research Group for the Association for Research and Vision in Ophthalmology (2007); and Scientific Program Committee Chair for the International Society for Low Vision Research and Rehabilitation (2020-2023); and

WHEREAS, Dr. DeCarlo demonstrated a commitment to training the next generation through didactic teaching in the UAB School of Optometry, leading courses such as Low Vision Rehabilitation, and clinical teaching as ophthalmology residents, optometry students, and optometry fellows who rotated through the UAB Center for Low Vision Rehabilitation, often inspiring those students to follow in her footsteps to work in the field of Low Vision and Vision Rehabilitation; and

WHEREAS, Dr. DeCarlo translated her clinical interests into research focused on better understanding the visual abilities of people living with vision impairment and turning that knowledge into improved rehabilitation strategies or equipment to enhance quality of life, and she received multiple federal grant awards from the National Eye Institute/NIH and National Institute for Disability, Independent Living and Rehabilitation Research for this work; and

WHEREAS, Dr. DeCarlo is well recognized in her field, having published more than 29 peer reviewed manuscripts, four book chapters, 44 abstracts, and 38 poster presentations, as well as having given more than 115 invited lectures throughout her career; and

WHEREAS, Dr. DeCarlo's career achievements and advocacy efforts on behalf of those with low vision are unparalleled and have resulted in receiving multiple awards including the Cox Award in 2012 for aiding persons who are blind or visually impaired in their quest for acceptance in their community as well as the 2022 Hall W. Thompson Hero for Sight Award from Sight Savers, which is presented to an individual or organization whose impact on children's eye care has been both lasting and profound;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Dawn K. DeCarlo, OD, MS, MSPH, Ph.D., as Professor Emerita in the Department of Ophthalmology and Visual Sciences at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this Board herein extends its deepest appreciation to Dr. DeCarlo for her dedication and service to The University of Alabama at Birmingham, and to the people of this state and nation.

BE IT FURTHER RESOLVED that this Resolution is spread upon the permanent minutes of this Board and that copies are given to Dr. DeCarlo to share with members of her family, and to other appropriate University officials.

Approving Appointment of Christine A. Curcio, Ph.D., as Professor Emerita of Ophthalmology in the Department of Ophthalmology and Visual Sciences

#### RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB) and the Heersink School of Medicine, UAB wishes to acknowledge Christine A. Curcio, Ph.D., by appointing her as Professor Emerita of Ophthalmology in the Department of Ophthalmology and Visual Sciences; and

WHEREAS, Dr. Curcio earned her Doctor of Philosophy degree at the University of Rochester and from 1981-1983, was a postdoctoral fellow at Boston University, followed by holding a position as a senior fellow at University of Washington from 1984-1985, and

WHEREAS, Dr. Curcio was appointed as a Research Assistant Professor at the University of Washington from 1985 in the Departments of Biological Structure and Ophthalmology, and served in this role until she was recruited to UAB in 1990 as an Assistant Professor; and

WHEREAS, Dr. Curcio rose through the UAB faculty ranks to Associate Professor with tenure in 1994 and was promoted to Professor in 2001; and

WHEREAS, in 2018, Dr. Curcio was appointed as the holder of the White-McKee Endowed Professorship in Ophthalmology; and

WHEREAS, Dr. Curcio served for 34 years as a faculty member at UAB and retired from UAB on February 29, 2024, during which time she made numerous important contributions to the tripartite mission of the University; and

WHEREAS, Dr. Curcio is a world-renowned leader in retinal research with unparalleled contributions to the pathobiology of age-related macular degeneration (AMD), including her work validating clinical diagnostic imaging and assessment of macular function has directly supported translational research; and

WHEREAS, Dr. Curcio created unique resources, such as the Project MACULA website, an online digital microscope for annotated high-resolution histology of AMD and aged eyes, which will serve as a resource for other scientists for years to come; and

WHEREAS, Dr. Curcio's contributions and scientific achievements are widely recognized nationally and internationally, and she has received numerous notable awards including the Roger H. Johnson Prize in Macular Degeneration (2002), the Ludwig Von Sallman Prize from International Society for Eye Research (2014), the Research to Prevent Blindness David F. Weeks Award (2019), the Lawrence A. Yannuzzi MD Award Lecture from the International Retinal Imaging Society (2022), and she was named a Future Vision Foundation Laureate (2022); and

WHEREAS, Dr. Curcio is a sought-after lecturer in her field having given more than 40 major invited lectures and visiting professorships around the world; and

WHEREAS, Dr. Curcio is a Gold Fellow in the Association for Research in Vision and Ophthalmology (ARVO), the preeminent eye and vision research organization in the world, and she has presented at the ARVO annual meeting every year since 1985, also serving as a mentor in the ARVO Women's Leadership Development Program; and

WHEREAS, Dr. Curcio has demonstrated a deep commitment to the advancement of scientific discovery, having served as principal investigator for more than eight (8) million dollars of grant funding focused on pathobiology and validation of clinical imaging technology and outcome measures for aging and age-related macular degeneration (AMD), using tools of digital microscopy and analysis; and

WHEREAS, Dr. Curcio is well recognized in her field, having published more than 250 peer reviewed manuscripts, being cited more than 32,000 times with an outstanding H-index of 88, as well as having published eight book chapters, and serving on the editorial boards for top journals including *Investigative Ophthalmology and Visual Science* (2002-2007; 2007-2012; 2013-present); and

WHEREAS, Dr. Curcio has also contributed considerably to teaching the next generation of vision scientists and ophthalmologists including having worked with at least 68 students and fellows and giving numerous lectures to students and residents; and

WHEREAS, Dr. Curcio has been an outstanding citizen of the University and the vision science community serving on numerous departmental, school and university committees, including serving as the Director for the Loris and David Rich Lecture Series in Ophthalmology since 1994, which brought more than 190 renowned vision scientists to lecture at UAB in an effort to spread knowledge and build collaborations;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Christine A. Curcio, Ph.D., as Professor

Emerita of Ophthalmology in the Department of Ophthalmology and Visual Sciences at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this Board herein extends its deepest appreciation to Dr. Curcio for her dedication and service to The University of Alabama at Birmingham, and to the people of this state, the nation, and the world.

BE IT FURTHER RESOLVED that this Resolution is spread upon the permanent minutes of this Board and that copies are given to Dr. Curcio to share with members of her family, and to other appropriate University officials.

Approving Appointment of Cheri L. Canon, M.D., FACR, FSAR, FAAWR as Professor Emerita in the Department of Radiology at UAB

#### RESOLUTION

WHEREAS, in special recognition of her distinguished service to The University of Alabama at Birmingham (UAB) and The University of Alabama at Birmingham Marnix E. Heersink School of Medicine (Heersink School of Medicine), the UAB administration wishes to acknowledge Cheri L. Canon, M.D., FACR, FSAR, FAAWR, by appointing her as Professor Emerita of Radiology; and

WHEREAS, Dr. Canon received her undergraduate degree from the University of Texas at Austin (1990), followed by her medical degree from the University of Texas Medical Branch (UTMB) in Galveston in 1994. She then completed her residency training in diagnostic radiology at UAB School of Medicine in 1998; and

WHEREAS, after working as a Clinical Instructor of Radiology at UAB School of Medicine (1998-1999), Dr. Canon was appointed Assistant Professor of Radiology at UAB School of Medicine (1999-2004). She was then awarded tenure and appointed Associate Professor of Radiology (2004-2009), followed by an appointment as Professor of Radiology (2009-2024); and

WHEREAS, Dr. Canon continued her service to the Department of Radiology as Professor and the Witten-Stanley Endowed Chair of Radiology until her retirement on February 29, 2024, after 26 years of loyal and dedicated service; and

WHEREAS, Dr. Canon served as Chief Clinical Integration Officer of the UAB Health System from July 1-December 31, 2023; and

WHEREAS, Dr. Canon will continue her service as President-elect of The University of Alabama Health Services Foundation and Chief Physician Executive-elect of the UAB Health System; and

WHEREAS, after serving one year as Interim Chair of Radiology (2010-2011), Dr. Canon accepted the role of Chair of Radiology (2011-2024). Her many accomplishments in this role include increasing Radiology faculty by more than 80%, doubling the number of female faculty, and increasing URM faculty from 2% to 10%; and

WHEREAS, Dr. Canon has served her department, UAB and the field of Radiology as a dedicated educator, mentoring medical students, residents, fellows, junior and senior faculty throughout the entirety of her career, and her devotion to teaching is also reflected in her innovational service as Diagnostic Radiology Residency Program Director (2003-2008), as Vice Chair for Education (2004-2008), and in her 11 years of service as an Oral Board Examiner for the American Board of Radiology (ABR); and

WHEREAS, further evidence of Dr. Canon's tremendous gift for teaching includes many awards, including seven Argus Awards and the UAB President's Award for Excellence in Teaching; and

WHEREAS, in addition to the highly impactful leadership Dr. Canon has provided and continues to provide at our institution, she is a nationally recognized leader in the field of Radiology. From 2020 to 2022, she served as President of the Society of Chairs of Academic Radiology Departments, notably as the second woman to fill this role since the organization's inception in 1966. She is Immediate Past President of the Society of Abdominal Radiology and President-elect of the Board of Governors of the American Board of Radiology; and

WHEREAS, Dr. Canon's scholarly work includes 72 published articles in peerreviewed journals, 122 invited presentations at national annual scientific meetings and 81 invited lectures at local and regional meetings. She has co-authored 11 book chapters; and

WHEREAS, in recognition of her nationally and internationally recognized expertise in the field of abdominal imaging, as well as in the realm of leadership, Dr. Canon has received many awards and multiple highest honors. These include the Alabama Academy of Radiology Silver Medal (2022), the UTMB Ashbel Smith Distinguished Alumni Award, the American College of Radiology Gold Medal (2021), the American Association of Women in Radiology Marie Slodowska-Curie Award (2020), the American Board of Radiology Lifetime Service Award (2013), and the American Board of Radiology Distinguished Service Award (2012); and

WHEREAS, Dr. Canon has demonstrated longstanding commitment to the academic missions of the Heersink School of Medicine, filling multiple vital roles at our institution. She is an accomplished and proven leader, a dedicated clinician, a talented educator, and a superb administrator;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Cheri L. Canon, M.D., FACR, FSAR, FAAWR, hereby is appointed as Professor Emerita of Radiology in the Department of Radiology at The University of Alabama at Birmingham, with all rights and privileges this thereunto appertaining.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be sent to Dr. Cheri Canon, to share with members of her family, and to appropriate officials at The University of Alabama at Birmingham.

Approving Appointment of Kevin R. Knupp, Ph.D., as Professor Emeritus in the Department of Atmospheric and Earth Science in the College of Science at UAH

## RESOLUTION

WHEREAS, Dr. Kevin R. Knupp has given 33 years of meritorious service to the Atmospheric and Earth Science Department in the College of Science at The University of Alabama in Huntsville; and

WHEREAS, Dr. Knupp's retirement became effective on May 7, 2024; and

WHEREAS, Dr. Knupp received a bachelor's degree in Meteorology in 1977 from Iowa State University, a master's degree in Atmospheric Science in 1980 from Colorado State University, and a doctoral degree in Atmospheric Science in 1985 from Colorado State University; and

WHEREAS, Dr. Knupp joined the faculty of The University of Alabama in Huntsville in 1991; and

WHEREAS, Dr. Knupp has administered the development and operation of several major research platforms and experimental field studies to the benefit of The University of Alabama in Huntsville, and the community; and

WHEREAS, Dr. Knupp has been recognized for his service and research accomplishments through prestigious awards such as the College of Science Dean's Service Award and the UAH Distinguished Research Award in 2013, and as an elected Fellow of the American Meteorological Society; and

WHEREAS, Dr. Knupp, throughout his years of service at The University of Alabama in Huntsville has contributed to the life of the institution by mentoring numerous graduate students through degree completion, through active membership in

significant professional associations, and through teaching and research; and

WHEREAS, over the period of his service, Dr. Knupp has helped to maintain the standards of academic excellence in the Department of Atmospheric and Earth Science, the College of Science, The University of Alabama in Huntsville, and the community.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it expresses gratitude to Dr. Kevin R. Knupp and that he be named Professor Emeritus in recognition of his leadership, his effectiveness in the classroom, his expertise in research activities, and his service to The University of Alabama in Huntsville.

Approving Appointment of Sampson E. Gholston, Ph.D., as Professor Emeritus in the Department of Industrial and Systems Engineering and Engineering Management in the College of Engineering at UAH

## RESOLUTION

WHEREAS, Dr. Sampson E. Gholston has given 27 years of meritorious service to the Industrial and Systems Engineering and Engineering Management Department in the College of Engineering at The University of Alabama in Huntsville; and

WHEREAS, Dr. Gholston's retirement became effective in May 2024; and

WHEREAS, Dr. Gholston received a bachelor's degree in Engineering Technology in 1991 from Austin Peay State University, a master's degree in Industrial Engineering in 1993 from The University of Alabama, and a doctoral degree in Industrial and Systems Engineering in 1999 from The University of Alabama in Huntsville; and

WHEREAS, Dr. Gholston joined the faculty of The University of Alabama in Huntsville in 1997; and

WHEREAS, Dr. Gholston has served as Lecturer, Assistant Professor, Associate Professor, Professor, and as Chair in the Department of Industrial and Systems Engineering and Engineering Management in the College of Engineering at The University of Alabama in Huntsville; and

WHEREAS, Dr. Gholston received the 2024 University of Alabama Huntsville College of Engineering Lifetime Achievement Award, and the 2007 Industrial and Systems Engineering Outstanding Graduate Student Award, and he is a member of the Institute of Industrial and Systems Engineers, Society of Manufacturing Engineering, Alpha Pi Mu, and Tau Beta Pi.; and

WHEREAS, Dr. Gholston, throughout his years of service at The University of Alabama in Huntsville, has contributed to the life of the institution through membership on many major college and university committees; and

WHEREAS, over the period of his service, Dr. Gholston has helped to maintain the standards of academic excellence in the Department of Industrial and Systems Engineering and Engineering Management, the College of Engineering, The University of Alabama in Huntsville, and the community.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it expresses deep gratitude to Dr. Gholston and that he be named Professor Emeritus in recognition of his leadership, his effectiveness in the classroom, his expertise in research activities, and his loyalty and service to The University of Alabama in Huntsville and the community.

Trustee Humphrey also reported that the Committee reviewed 9 information items:

- Post-Implementation Report Summary at UAS
- Administrative Adjustments to CIP Codes at UAS
- Establishment of a Post-Baccalaureate Certificate in Youth Literature and Services (CIP Code 25.0102)
- Inactivation of the Law (LL.M.) program with concentrations in Taxation and Business Transactions (CIP Code 22.0211) in the School of Law at The University of Alabama
- Deletion of the Juris Masters (J.M.) with a concentration in Taxation (CIP Code 22.0211) in the School of Law from The University of Alabama Academic Program Inventory at UA
- Establishment of a 15-Hour Graduate Certificate in Occupational Health Nursing (CIP Code 51.3815) at UAB
- Establishment of a 15-Hour Graduate Certificate in Nurse Leadership in Population Health (CIP Code 51.3811) at UAB
- Establishment of a 15-Hour Graduate Certificate in Addictions Nursing (CIP Code 51.1501) at UAB

 Inactivation of the Master of Accountancy (M.Acc.) Degree in Accounting (CIP Code 52.0301) in the College of Business at UAH

Pro tem Phelps thanked Trustee Humphrey for her report and recognized Trustee Simon for a report from the Honorary Degrees and Recognition Committee.

Trustee Simon reported that the Honorary Degrees and Recognition Committee met on June 7, 2024, and considered 15 agenda items. The Committee unanimously recommended the 15 resolutions for approval. Trustee Simon moved for their approval by the Board, and the motion was seconded by Trustee Malone. Pro tem Phelps asked if there were questions or comments concerning any of the items. Hearing none, Pro tem Phelps then called for a vote, and the following resolutions were unanimously adopted, separately and collectively:

# Approving Amendment Board Rule 411

## RESOLUTION

WHEREAS, Board Rule 107 permits amendments to any Board Rule of the Board of Trustees of the University of Alabama "at any duly organized and called Board meeting by a majority of those attending";

NOW, THEREFORE, BE IT RESOLVED that Board Rule 411 is hereby amended to the version attached hereto at Exhibit Z.

## Approving Resolution Honoring Vanessa Leonard

## RESOLUTION

WHEREAS, the Board of Trustees of the University of Alabama wishes to honor our late friend and colleague Vanessa Leonard for her extraordinary service to the Board of Trustees, the University of Alabama System, and the State of Alabama; and

WHEREAS, born in Birmingham, Alabama, she was a proud graduate of the University of Alabama, earning a bachelor's degree in healthcare management in 1983 and a juris doctorate from the School of Law in 1995; and

WHEREAS, she also earned a master's degree in business administration from the University of Mississippi in 1992; and

WHEREAS, she began her career as a financial analyst at Emory University in 1984 and, in 1995, became a consultant for KPMG in the higher education division; and

WHEREAS, also in 1995, she founded her own law firm in Rockford, Alabama, becoming both the general counsel for her longtime church, New Home Missionary Baptist Church, and an Assistant Attorney General for the Department of Human Resources; and

WHEREAS, in 2000, she founded a consulting firm, Leonard Mitchell Consulting, which provided cost accounting services for colleges, universities, and other nonprofit organizations; and

WHEREAS, in addition to her career, she valued meaningful, faithful, and ethical service as a moral imperative;

WHEREAS, she was actively involved in her local Coosa County community, serving on the Lake Martin Area United Way Board and regularly teaching Sunday School classes at New Home Missionary Baptist Church; and

WHEREAS, she was especially passionate about mentoring and supporting Alabama's youth and served on the Governor's Task Force to Strengthen Alabama Families; and

WHEREAS, she also generously donated her time and resources to several programs within the University of Alabama System – such as the Minority Health and Health Disparities Research Center and the Alys Stephens Center – and even established two endowed scholarships to support undergraduate UA System students; and

WHEREAS, she also served on numerous other boards, including the Protective Life Corporation, Health Care Authority for Baptist Health, the UAB Education Foundation, and the Shiloh Project, Inc.; and

WHEREAS, her accomplishments and service were recognized through her selection as a 2022 YHN Media Group LLC Woman of Impact and her induction into the University of Alabama School of Law's Hall of Honor in 2024; and

WHEREAS, Vanessa was elected to the Board of Trustees in 2002 and held significant leadership positions in her twenty-two-year tenure, including serving as Chair of the Audit, Risk, and Compliance Committee, Information and Technology Committee, and the Academic Affairs and Student Affairs Committee; and

WHEREAS, though soft-spoken, Vanessa was steadfast, persistent, and a strong advocate for each of the UA System's entities, and she routinely guided the Board through some of its most difficult deliberations; and

WHEREAS, her contributions were invaluable to the System's strategic growth over the past two decades, and we all were extremely fortunate to benefit from her leadership, diligence and wise perspective; and

WHEREAS, she was a devoted daughter, a proud sister, loving aunt, and loyal friend; and

WHEREAS, we will miss our dear friend and colleague, who had tremendous integrity and wholeheartedly believed two things were essential: to have faith and do your best; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees that it hereby acknowledges Vanessa Leonard for her service as a Trustee;

BE IT RESOLVED that this Resolution be spread upon the permanent minutes of this Board and that a copy be presented to her family.

Approving the RISE Center Outdoor Playscape Fundraising Initiative at UA

#### RESOLUTION

WHEREAS, Stuart L. Usdan, Dean of the College of Human Environmental Sciences, desires to undertake a comprehensive fundraising initiative to raise \$2,400,000 in support of RISE Center facilities in accordance with Board Rule 411; and

WHEREAS, Dr. Bell recommends that the RISE Center Outdoor Playscape fundraising initiative be approved as part of the College of Human Environmental Sciences' mission to provide strong undergraduate and graduate programs in the field of human environmental sciences and to contribute to the generation of new knowledge in the field and to the application of this knowledge to improving the quality of life of individuals, families, and communities;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of Dr. Bell and approves the RISE Center Outdoor Playscape fundraising initiative;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board.

Granting Acceptance Gifts and Pledges from Various Donors, Express Appreciation, and Approve Named Spaces in the Golf Practice Facility at UA

## RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama previously approved gift amounts for named spaces in the Golf Practice Facility at The University of Alabama; and

WHEREAS, the University began a comprehensive fundraising campaign in which definable portions of the Golf Practice Facility would be given donors' names; and

WHEREAS, pursuant to Board Rule 411, University officials request the acceptance of the gifts and pledges in recognition of the donors, separately and severally, per the attached list as Exhibit AA;

NOW, THEREFORE, BE IT RESOLVED, by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude these generous gifts and pledges and herewith establishes these named spaces in the Golf Practice Facility;

BE IT FURTHER RESOLVED that, pursuant to Board Rule 104, no donor shall have a building named in his or her honor unless he or she has contributed the minimum amount to name a building, room, or space as stipulated in Board Rule 411, unless the Board finds special need for making an exception;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board.

Approving Naming Opportunity for the Achieve Scholars Program in the Honors College at UA

## RESOLUTION

WHEREAS, Dr. Tiffany A. Sippial, Dean of the Honors College, desires to undertake a fundraising plan in support of an academic program in the Honors College to be given a donors' name in compliance with Board Rules 104 and 411; and

WHEREAS, Dean Sippial has submitted to Dr. Stuart Bell, President of The University of Alabama, the Achieve Scholars Program naming opportunity and the gift amount required; and

WHEREAS, Dr. Bell recommends that the Achieve Scholars Program naming opportunity and gift amount of \$2,500,000 be approved as part of the Honors College's ongoing mission to promote the education of students at The University of Alabama;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of Dr. Bell and approves the Achieve Scholars Program naming opportunity;

BE IT FURTHER RESOLVED that, pursuant to Board Rule 411, all proposed namings resulting from the fundraising efforts shall be conditioned on Board approval and shall be submitted to the Chancellor and the Board for approval in compliance with Board Rule 411;

BE IT FURTHER RESOLVED that, pursuant to Board Rule 104, no donor shall have a building named in his or her honor unless he or she has contributed the minimum amount to name a building, room, space, or program as stipulated in Board Rule 411, unless the Board finds special need for making an exception;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board.

Approving the Naming Opportunity for the Center for Corporate Ethics in the Culverhouse College of Business at UA

## RESOLUTION

WHEREAS, Dr. Kay M. Palan, Dean of the Culverhouse College of Business, desires to undertake a fundraising plan in support of an academic program in the Culverhouse College of Business to be given a donors' name in compliance with Board Rules 104 and 411; and

WHEREAS, Dean Palan has submitted to Dr. Stuart Bell, President of The University of Alabama, the Center for Corporate Ethics naming opportunity and the gift amount required; and

WHEREAS, Dr. Bell recommends that the Center for Corporate Ethics naming opportunity and gift amount of \$3,000,000 be approved as part of the Culverhouse

College of Business' ongoing mission to promote the education of students at The University of Alabama;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of Dr. Bell and approves the Center for Corporate Ethics naming opportunity;

BE IT FURTHER RESOLVED that, pursuant to Board Rule 411, all proposed namings resulting from the fundraising efforts shall be conditioned on Board approval and shall be submitted to the Chancellor and the Board for approval in compliance with Board Rule 411;

BE IT FURTHER RESOLVED that, pursuant to Board Rule 104, no donor shall have a building named in his or her honor unless he or she has contributed the minimum amount to name a building, room, space, or program as stipulated in Board Rule 411, unless the Board finds special need for making an exception;

BE IT FURTHER RESOLVED that no new center or institute shall be created until the Board has approved its creation under Board Rule 503;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board.

Approving the Revision of the Elliott Mitchell Endowed Accounting Scholarship at UA

#### RESOLUTION

WHEREAS, the Elliott Mitchell Endowed Support Fund was established by action of The Board of Trustees of The University of Alabama on October 1, 2004, through a duly adopted resolution utilizing gifts contributed by Elliott Mitchell of Sarasota, Florida; and

WHEREAS, the donor requests that The Board of Trustees of The University of Alabama revise the name of the fund from the *Elliott Mitchell Endowed Support Fund* to the *Elliott Mitchell Endowed Accounting Scholarship*; and

WHEREAS, the donor also requests that The Board of Trustees of The University of Alabama revise the purpose of the fund previously stated in the October 1, 2004 resolution as follows:

 Endowment earnings shall be used to further the Culverhouse School of Accountancy's efforts to expand knowledge about governance, ethics, and fraud problems and to educate students about these problems. Uses for the fund's earnings may include, but not limited to, support of the faculty through research grants, fellowships, travel, data, professional fees, and research assistants; support of educational efforts through assistantships and fellowships for students, preparation of educational materials, and hosting of conferences and other events; and

WHEREAS, in addition, the Division of Advancement at The University of Alabama requests the resolution be revised to reflect current University policies and procedures and to conform to University of Alabama standard language and editorial style;

NOW, THEREFORE, BE IT RESOLVED THAT, as a result of these changes, the revised resolution shall read as follows:

WHEREAS, Elliott Mitchell of Sarasota, Florida, has contributed \$200,000 to The Board of Trustees of The University of Alabama to support the Culverhouse School of Accountancy in the Culverhouse College of Business at The University of Alabama; and

WHEREAS, the donor desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named the Elliott Mitchell Endowed Accounting Scholarship for the purposes and upon the conditions set out below:

- 1. Endowment earnings shall be used to provide scholarships for students at the University. Scholarship awards may be used to assist one or more students with expenses related to attending the University, including. but not limited to, tuition, books, miscellaneous supplies, room, and board. The scholarship shall be awarded based on the following criteria: Priority of consideration shall be given to freshmen enrolled in the Culverhouse School of Accountancy majoring in accounting, who have worked in the LGBTQ+ community or have an interest in LGBTQ+ issues or promote and advocate for the needs of LGBTQ+ individuals. Recipients should also demonstrate high academic achievement and/or intellectual promise, a track record of leadership positions in school and/or community, clear goals and objectives, initiative and independence, motivation, high self-management and social awareness. The scholarship may be renewable for each of the subsequent years of a recipient's undergraduate education provided the scholarship committee deems the recipient's performance and academic progress satisfactory and provided the recipient remains enrolled in the Culverhouse School of Accountancy; and
- 2. Earnings shall be expended by the Dean of the Culverhouse School of Accountancy in the Culverhouse College of Business in accordance with

- University policies and procedures adopted from time to time, subject to the approval of the President of the University; and
- 3. Persons or entities desiring to contribute to the Elliott Mitchell Endowed Accounting Scholarship shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Elliott Mitchell graduated from The University of Alabama in 1975 with a bachelor's degree in accounting; and

WHEREAS, through this endowment, the donor wishes to support the Elliott Mitchell Endowed Accounting Scholarship at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of the donor and establishes the Elliott Mitchell Endowed Accounting Scholarship as a restricted endowed fund;

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donor's intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such funds;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

# Approving Endowed Funds at UA

## RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama recommends that the following funds, having met the minimum standards for endowed gifts, be endowed as part of the University's ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:

Mark W. Carlisle and Crissy B. Carlisle of Dallas, Texas, have contributed \$25,199.87, including earnings, to endow the *Crissy and Mark Carlisle First Generation Endowed Business Support Fund*. The fund will be used to support first-generation

students enrolled in the Culverhouse College of Business. The support fund will be used for a variety of purposes in support of the program's mission, including, but not limited to travel, fees, and miscellaneous expenses for experiential learning initiatives. If this fund is used to award scholarships, priority of consideration will be given to first-generation students enrolled in the Culverhouse College of Business.

Eliot D. Cohen and Bonnie S. Cohen of Memphis, Tennessee, have contributed \$25,000 to endow the *Cohen Family Endowed REACH Support Fund*. The fund will be used to provide support for the Alabama REACH Program in the Capstone Center for Student Success. The support fund will be used for a variety of purposes in support of the program's mission. If this fund is used to award scholarships, priority of consideration will be given to full-time undergraduate students participating in the Alabama REACH Program.

Chris Eales and Paula M. Eales of Gainesville, Georgia, have contributed \$75,000 via a donor advised fund to endow the *Eales Family Endowed Psychology Scholarship*. The scholarship will benefit graduate students enrolled in the College of Arts and Sciences who are pursuing a master's or doctoral degree in psychology.

An anonymous donor has contributed \$25,000 to endow the Susan C. Fleming Endowed Voice Scholarship and Dr. Susan C. Fleming of Tuscaloosa, Alabama, intends to contribute a testamentary gift with an estimated value of \$500,000. The scholarship will benefit undergraduate or graduate students enrolled in the School of Music in the College of Arts and Sciences who are majoring in voice.

Aaron V. Latham and Megan M. Latham of Birmingham, Alabama, have contributed \$25,996.10, including earnings and matching gifts, to endow the *Aaron Latham Political Communication and Media Endowed Support Fund*. The fund will be used to provide support for the College of Communication and Information Sciences. The support fund will be used for a variety of purposes in support of the College's mission, including, but not limited to, research support and conference travel expenses for faculty, staff, and students involved in political communication and media. If this fund is used to award scholarships, priority of consideration will be given to students who are enrolled in the College of Communications and Information Sciences and involved in political communication and media.

William M. Lehman Jr. and Shirley F. Lehman of Aventura, Florida, have contributed \$50,000 to endow the *Lehman Family Bloom Hillel Endowed Scholarship*. The scholarship will benefit students enrolled at the University and involved with the Bloom Hillel Student Center in the Division of Student Life.

Marshall A. Loeb and Genie Loeb of Ridgeland, Mississippi, have contributed \$50,000 to endow the *Marshall Loeb Endowed Accounting Support Fund*. The fund will be used to provide support for the Culverhouse School of Accountancy in the Culverhouse

College of Business. The support fund will be used for a variety of purposes in support of the program's mission. If this fund is used to award scholarships, priority of consideration will be given to students in their fifth year enrolled in accounting.

David L. Lyle of Howey-In-The-Hills, Florida, has contributed \$26,067.23, including earnings, to endow the *Lyle Family Endowed Natural Sciences and Mathematics Scholarship*. The scholarship will benefit graduating seniors from Milton High School in Milton, Florida, majoring in the division of natural sciences and mathematics in the College of Arts and Sciences. Second priority of consideration will be given to graduating seniors from a high school in Santa Rosa County, Florida, majoring in the division of natural sciences and mathematics in the College of Arts and Sciences. Third priority of consideration will be given to graduating seniors from the panhandle area of Florida, majoring in the division of natural sciences and mathematics in the College of Arts and Sciences. Fourth priority of consideration will be given to graduating seniors from the state of Florida, majoring in the division of natural sciences and mathematics in the College of Arts and Sciences.

Larry W. Morris of Alexander City, Alabama, and others have contributed \$90,330.20, including earnings, to endow the *Larry W. Morris Endowed Law Scholarship*. The scholarship will benefit first-year, second-year, or third-year first-generation law school students who demonstrate financial need, although not necessarily need as defined by federal guidelines, and have overcome obstacles such as socioeconomic or educational disadvantages.

Gregory W. Peeples and Victoria D. Peeples of Northport, Alabama, have contributed \$25,000 to endow the *Paul Gregory Peeples Human Environmental Sciences Endowed Scholarship*. The scholarship will benefit students who are enrolled in the College of Human Environmental Sciences and have a sibling who has overcome and/or currently faces challenges related to their health and/or well-being. Second priority of consideration will be given to students who are enrolled in the College of Human Environmental Sciences and have an interest in or promoted the needs of individuals who have overcome and/or currently face challenges related to their health and/or well-being.

Dr. Matthew J. Satcher of Happy Valley, Oregon, has contributed \$25,000 to endow the *Matthew Satcher Endowed Philosophy Award*. The award will be used to provide awards for the best student or students taking courses in the Medical Ethics minor or Philosophy and Medicine Specialization program in the College of Arts and Sciences.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes the endowed funds listed above;

BE IT FURTHER RESOLVED that the initial gifts and all future contributions to these funds shall constitute endowed corpora, which will be held, invested, maintained and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowments' earnings shall be used for needs that most closely relate to the donors' intent as stated in each fund's memorandum of agreement, under the policies and procedures of the University adopted from time to time to regulate and administer such funds;

BE IT FURTHER RESOLVED that the donors and/or donor representatives for the funds listed above be notified that the funds have been endowed in perpetuity;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving Establishment of the Dr. Eta Berner Endowed Scholarship in Health Informatics and the Dr. Eta Berner Endowed Scholarship in Health Informatics Quasi-Endowment at UAB

#### RESOLUTION

WHEREAS, in memory of Eta S. Berner, Ed.D., University Professor Emeritus, various friends, colleagues, and admirers have given \$16,841 to establish the Dr. Eta Berner Endowed Scholarship in the Department of Health Services Administration within the School of Health Professions at The University of Alabama at Birmingham (UAB); and

WHEREAS, the University wishes to use philanthropic funds of \$10,000 from the Strategic Initiative Fund for the establishment of a quasi-endowment related to the existing pure endowment titled the Dr. Eta Berner Endowed Scholarship in Health Informatics Quasi-Endowment; and

WHEREAS, this endowed scholarship will be used to support students in the Master of Science in Health Informatics program;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it herewith approves the establishment of the Dr. Eta Berner Endowed Scholarship in Health Informatics and the Dr. Eta Berner Endowed Scholarship in Health Informatics Quasi-Endowment, a pure endowment with a related quasi-endowment of the University totaling \$26,841.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Andrew J. Butler, Ph.D., Dean of the School of Health Professions and other appropriate officials of The University of Alabama at Birmingham.

Approving Naming of the Dr. Sam Citrano, Jr. Comprehensive Care Clinic Operatory in the UAB School of Dentistry

## RESOLUTION

WHEREAS, pursuant to Board Rule 411, Dr. Sam J. Citrano, Jr. and the Citrano Family have pledged \$20,000 and given \$10,000 to name the First Floor-Operatory #1 in the School of Dentistry at The University of Alabama at Birmingham (UAB) as the Dr. Sam Citrano, Jr. Comprehensive Care Clinic Operatory;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude the gift and herewith establishes the Dr. Sam Citrano, Jr. Comprehensive Care Clinic Operatory;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Dr. Sam Citrano, Jr.; Nicolaas Geurs, D.D.S., M.S., Interim Dean of the School of Dentistry; and other appropriate officials of UAB.

Approving Naming Opportunities in the Buris R. Boshell Diabetes Research and Education Building at UAB

#### RESOLUTION

WHEREAS, on April 8, 2023, The Board of Trustees of The University of Alabama approved the preliminary project scope and budget and provided authorization to negotiate an Owner/Architect Agreement for the renovation of the fourth floor of the Buris R. Boshell Diabetes Research and Education Building at The University of Alabama at Birmingham ("UAB"); and

WHEREAS, The University of Alabama at Birmingham Marnix E. Heersink School of Medicine ("UAB Heersink School of Medicine") requests permission to begin fundraising efforts for naming opportunities in the Buris R. Boshell Diabetes Research and Education Building;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby grants approval of, and permission to begin, fundraising for naming opportunities in the Buris R. Boshell Diabetes Research and Education Building in accordance with the attached spreadsheet referenced Exhibit BB;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Anupam Agarwal, M.D.,

Senior Vice President and Dean of the UAB Heersink School of Medicine; and other appropriate officials of The University of Alabama at Birmingham.

# Approving Endowed Funds at UAB

#### RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama at Birmingham ("UAB" or "University") recommends that the following funds, having met the minimum standards for endowed gifts, be endowed as part of the University's ongoing mission to promote the education of students and provide quality programs in the areas of teaching, research, and service:

Linda C. Lucas, Ph.D., along with various friends, colleagues, and admirers, has given \$14,520 for the establishment of the *Linda C. Lucas Endowed Award for Education Abroad*. This award will be used to support undergraduate students seeking education abroad opportunities.

In memory of Stella Cocoris, various family members, friends, colleagues, and admirers have given \$25,000 for the establishment of the *Stella Cocoris Endowed Memorial Scholarship*. Stella dedicated herself to UAB and enjoyed working with students to help them achieve their academic goals. As the Assistant Vice President of Enrollment Services and University Registrar, she and her team played a pivotal role in transforming UAB into a comprehensive academic institution before her retirement in 2011 after 32 years of service. This scholarship will create a lasting tribute to Stella, supporting students who may otherwise not have the means to pursue a degree in the Arts, Humanities, and Social Sciences within the College of Arts and Sciences.

Gifts of \$25,000 have been received in honor of Yolanda Arroyo Pizarro for the establishment of the *Isla del Encanto Endowed Scholarship-Honoring Yolanda Arroyo Pizzaro*. This scholarship will be used to support graduate and undergraduate students in the Department of World Languages and Literatures within the College of Arts and Sciences.

Roderick Liptrot and Demetrius Liptrot have pledged \$100,000 and given \$25,000 for the establishment of the *Roderick and Demetrius Liptrot Endowed Support Fund in Sales*. This fund will be used to support student scholarships and educational opportunities, faculty, and research support for the Sales Program within the Collat School of Business.

Dr. Sandra A. Merrill, of Waxhaw, North Carolina, has given \$25,000 for the establishment of the *Dr. Sandra Merrill Endowed Scholarship in Dentistry*. This

scholarship will be used to support students in the School of Dentistry who may face financial barriers, enabling them to attend the University despite financial challenges.

On February 4<sup>th</sup>, 2022, The Board of Trustees of The University of Alabama accepted a gift of \$102,500 from Stephen and Jana Foster and approved the establishment of the Stephen and Jana Foster Endowed Scholarship in Physical Therapy. Additional gifts of \$147,500 have been received from Stephen and Jana Foster for the purpose of converting and renaming the Stephen and Jana Foster Endowed Scholarship in Physical Therapy to the Stephen and Jana Foster Endowed Dean Scholarship in Physical Therapy.

Doris B. Reinhart, of Johns Island, South Carolina, has given \$25,000 for the establishment of the *Doris B. Reinhart Endowed Support Fund for Mentoring in Healthcare Leadership*. This support fund will be used to sustain mentorship programming, enabling long-term sustainability and future expansion. It will create a lasting impact, benefiting alumni in healthcare.

Drs. John W. Waterbor and Kelley E. Swatzell, Dr. Susan Austin Warner, Ms. Nancy A. Dreyer, and Mr. Kenneth J. Rothman have given a combined total of \$35,000 for the establishment of the *Phillip T. Cole Endowed Scholarship for Cancer Epidemiology*. This scholarship will aid doctoral or master's level graduate students specializing in Cancer Epidemiology within the School of Public Health.

Gregory de Lissovoy, Ph.D., of Bethesda, Maryland, has given \$25,000 for the establishment of the *Gregory de Lissovoy Endowed Scholarship*. This scholarship will be used to support students enrolled in the Master of Public Health program, specifically those who graduated from a public high school and are interested in serving in designated counties after graduation.

Drs. Paul C. Erwin and Renee J. Hyatt, Max Michael, M.D., Dr. and Mrs. Mark and Marian Wilson, and Dr. Jeff Wickliffe have pledged a combined \$80,000 and given \$50,490 for the establishment of the *Dr. Shauntice Allen Endowed Fund for Environmental Justice*. This support fund will be used to continue Dr. Allen's life's work in perpetuity by supporting students, staff, and early career faculty who are focused on environmental justice, community empowerment, and peace.

Twelve to One, formerly known as The Women's Committee of Spain Rehabilitation Center, has given \$25,000 for the establishment of the *Twelve to One Endowed Support Fund*. This fund will be used to support the Department of Physical Medicine and Rehabilitation within The University of Alabama at Birmingham Marnix E. Heersink School of Medicine in enhancing the long-term function and quality of life for patients at Spain Rehabilitation Center.

Marcia K. Stanhope, of Lexington, Kentucky, has given \$100,000 for the establishment of the *Marcia Stanhope Endowed Scholarship in Nursing*. This scholarship will be used to support doctoral students in the School of Nursing who demonstrate a passion for working with community/population health and to continue working in community/population-based nursing care after graduation.

Kesha L. Thurston, D.N.P, C.R.N.A, and LaDana William-Davis, D.N.P., C.R.N.A. have given a combined \$28,837.57 for the establishment of the *Kesha Thurston*, *C.R.N.A.*, and LaDana Williams-Davis, C.R.N.A. Endowed Scholarship in Nurse Anesthesia. This scholarship will be used to support students in the School of Nursing who are underrepresented in the field of nurse anesthesia.

Various friends, family, and colleagues of Shannon Coker and the Alabama Nurses Foundation have given a combined \$28,736.55 for the establishment of the *Shannon Coker-Alabama Nurses Foundation Endowed Scholarship in Nursing*. This scholarship will be used to support non-traditional or returning students within the School of Nursing.

Greg and Sallie Russell Eagerton, of Hoover, Alabama, have given \$25,000 for the establishment of the *Greg and Sallie Russell Eagerton Endowed Scholarship in Nursing*. This scholarship will be used to support students who are U.S. Veterans or are dependents of a U.S. Veteran in the School of Nursing.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes the endowed funds listed above.

BE IT FURTHER RESOLVED that the initial gifts and all future contributions to these funds shall constitute endowed corpora, which will be held, invested, maintained, and administered by the University in perpetuity, according to its policies and procedures adopted from time to time for endowed funds, and that the endowments' earnings shall be used for needs that most closely relate to the donors' intent as stated in each fund's memorandum of agreement, under the policies and procedures of the University adopted from time to time to regulate and administer such awards;

BE IT FURTHER RESOLVED that the donors and/or donor representatives for the funds listed above be notified that the funds have been endowed in perpetuity;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

## Approving Quasi-Endowed Funds at UAB

## RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama at Birmingham ("UAB" or "University") recommends that the following funds, having met the minimum standards for endowed gifts, be quasi-endowed as part of the University's ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:

The University wishes to use philanthropic funds of \$5,000 from the Strategic Initiative Fund for the establishment of a quasi-endowment related to the existing pure endowment titled the *Dr. Sandra Merrill Endowed Scholarship in Dentistry* to enhance the endowment corpus;

The University wishes to use philanthropic funds of \$15,000 from the Strategic Initiative Fund for the establishment of a quasi-endowment related to the existing pure endowment titled the *Dr. Leon A. and Linda Kay Renaud Memorial Endowed Scholarship* to enhance the endowment corpus;

The University wishes to add philanthropic funds of \$2,500 from the Strategic Initiative Fund to enhance the corpus of the quasi-endowment titled the *Dr. Valencia Robertson Wells Endowed Optometry Scholarship*, previously established on February 2, 2022;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves the additions to, and establishment of, the quasi-endowed funds listed above;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving Establishment of the Amit and Aruna Arora Honors Student Conference Fund at UAH

## RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama in Huntsville recommends that the following gift, having met the minimum standards for naming, be used as part of the University's ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:

Dr. Amit Arora and Dr. Aruna Arora have generously given \$33,334, along with a pledged total commitment of \$100,000, for the establishment of the endowed *Amit and Aruna Arora Honors Student Conference* and an additional \$5,000 non-endowed gift to allow for the immediate use of the fund. The endowed and non-endowed funds will be used to create camaraderie amongst peers, perpetuate high-level conversation on a challenging topic, build a collaborative, tight-knit culture amongst some of the University's most talented students, and aid in building a reputable brand and culture for the Honors College;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby expresses its appreciation for the generosity demonstrated by the donors presented above and herein conveys its gratitude for these gifts to support The University of Alabama in Huntsville;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving Establishment of the Jacobs Scholars Fund at UAH

#### RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama in Huntsville recommends that the following gift, having met the minimum standards for naming, be used as part of the University's ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:

Jacobs Solutions Inc. has generously given \$5,000 along with three additional anticipated commitments of the same amount to UAH to establish the non-endowed *Jacobs Scholars Fund*, which will support a Junior participating in the JUMP program who is pursuing a degree in the College of Engineering. Preference shall be given to students majoring in Industrial and Systems Engineering, Mechanical Engineering, Electrical Engineering, or Aerospace Engineering.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby expresses its appreciation for the generosity demonstrated by the donors presented above and herein conveys its gratitude for these gifts to support The University of Alabama in Huntsville;

BE IT FURTHER RESOLVED that the Board of Trustees approves the naming of the above-mentioned fund;

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board

Pro tem Phelps thanked Trustee Simon for his report and recognized Trustee Malone for a report from the Audit, Risk, and Compliance Committee.

Trustee Malone reported that the Audit, Risk and Compliance Committee met on June 7, 2024, and reviewed the service plan and proposed fees for PricewaterhouseCoopers for the 2024 fiscal year. The Committee then reviewed and recommended approval of the resolution appointing PricewaterhouseCoopers as external auditors for The University of Alabama System for the 2024 fiscal year. Trustee Malone moved for its approval by the Board, and the motion was seconded by Trustee Gray. Pro tem Phelps asked if there were questions or comments concerning the item. Hearing none, Pro tem Phelps then called for a vote, and the following resolution was unanimously adopted:

Approving Appointment of PricewaterhouseCoopers as External Auditors for the University of Alabama System for 2024 Fiscal Year

#### RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama has determined that an external audit of the financial statements of the Board shall be made annually by independent certified public accountants; and

WHEREAS, the Audit, Risk and Compliance Committee of the Board has been given the responsibility of recommending for Board approval the appointment of the external auditors; and

WHEREAS, the Audit, Risk and Compliance Committee has recommended PricewaterhouseCoopers to serve as external auditors for the fiscal year 2024.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that PricewaterhouseCoopers is hereby appointed to perform audits of the

financial statements for each of the campuses and the System Office for the fiscal year ending September 30, 2024, and to render opinions thereon, together with the comments and recommendations concerning the internal control and the financial management functions;

BE IT FURTHER RESOLVED that PricewaterhouseCoopers is to perform an audit in compliance with the Office of Management and Budget Uniform Guidance and perform other procedures as agreed;

BE IT FURTHER RESOLVED that, in the scheduling of the audit and the publishing of the annual audited financial statements of The University of Alabama System, PricewaterhouseCoopers will work through The University of Alabama System Office. Copies of all Management Letters and Engagement Letters relative to this audit shall be furnished to the Chancellor, the Senior Vice Chancellor for Finance and Administration and the Chief Audit and Compliance Officer.

Pro tem Phelps said there was one Administrative Action Item, which is consideration of resolution approving amendment to Board Rule 302. Prior to opening the floor for discussion, Pro tem Phelps called for a motion to consider the item. On the motion of Trustee Simon, seconded by Trustee Humphrey, the Board opened discussion on the item.

Pro tem Phelps recognized Board Secretary Mark Foley to present the item. Pro tem Phelps asked if there were questions or comments. There were none.

Pro tem Phelps then called for a vote, and the resolution was unanimously adopted:

Approving Amendment to Board Rule 302

#### RESOLUTION

WHEREAS, Board Rule 107 permits amendments to any Board Rule of the Board of Trustees of the University of Alabama "at any duly organized and called Board meeting by a majority of those attending";

NOW, THEREFORE, BE IT RESOLVED that Board Rule 302 is hereby amended to the version attached hereto as Exhibit CC.

Pro tem Phelps thanked everyone involved in making the logistical arrangements for the Board meetings and expressed the Board's gratitude for their work.

Pro tem Phelps asked if there was any further business to come before the Board.

There being no further business to come before the Board, the meeting was adjourned.

Mark D. Foley,

Secretary of The Board of Trustees



University of Alabama System
Board of Trustees Meeting
June 07, 2024
10:30 am-11:30 am Central Time

- I. Roll Call (Mark Foley)
- Introduction of Press (Lynn Cole)
- III. Adoption of Agenda (Pro tem Phelps)
- IV. Approval of Consent Agenda (Pro tem Phelps)
- V. Consideration of Minutes of the April 12, 2024 Meeting (Pro tem Phelps)
- VI. Administrative Report (Pro tem Phelps)
- VII. Report from Interim Chancellor Sid J. Trant
- VIII. Finance Committee Report

#### A. UAS

- Consideration of Resolution Approving Tuition and Fees for AY 2024-2025 at UA, UAB, and UAH (Sent Under Separate Cover)
- Considering of Resolution Approving UA System Annual Campus Information Technology Plans for FY 2024-2025 (Sent Under Separate Cover)
- Consideration of Resolution Approving Distribution of Supplemental Appropriations from the 2024 Session of the Alabama Legislature (Sent Under Separate Cover)
- Consideration of Resolution Creating System Office ST Funds Account with PNC Bank (Sent Under Separate Cover)
- Consideration of Resolution Updating Signature Authority for the System Office

#### B. UA

 Consideration of Resolution Authorizing the Issuance of General Revenue Bonds, The University of Alabama Series 2024-B, and Providing for Related Matters

#### C. UAB

- Consideration of Resolution Amending an Agreement between Hologic Sales and Service, LLC and The University of Alabama at Birmingham
- D. UAH

- Consideration of Resolution Updating Contracts and Other Business Transactions Authority at UAH
- Consideration of Resolution Updating Signature Authority at UAH

#### E. Information Item

2nd Quarter Purchasing Report

#### IX. Physical Properties Committee Report

#### A. UA Construction Items

- Consideration of Resolution approving the revised project budget; granting authorization to execute a Construction Contract for the Beta Theta Pi Fraternity House Rear Addition at UA (Stage IV)
- Consideration of Resolution approving the revised project budget; granting authorization to execute Construction Contracts for the Psychology Building Renovation and Addition at UA (Stage IV)
- Consideration of Resolution approving the revised project budget; granting authorization to execute a Construction Contract for the Smith Family Center for the Performing Arts at UA (Stage IV)
- Consideration of Resolution approving the revised project budget and proposed architectural design for the Finance Administrative Services Building at UA (Stage III)
- Consideration of Resolution approving the revised project scope and budget; granting authorization to negotiate an Owner/Architect Agreement for the New Student Health and Wellness Building at UA (Stage II)
- Consideration of Resolution approving the preliminary project scope and budget; granting authorization to execute an Owner/Architect Agreement for the Capital Hall Renovation and Addition for Theater and Dance at UA (Stage I & Stage II)
- 7. Consideration of Resolution approving the preliminary project scope and budget; granting authorization to execute an Owner/Architect Agreement for the Coleman Coliseum Basketball Training & Player Development Facility Expansion and Renovation at UA (Stage I & Stage II)
- Consideration of Resolution approving the preliminary project scope and budget; granting authorization to execute an Owner/Architect Agreement for the H.M. Comer Hall 1st & 2nd Floor Interior Renovations at UA (Stage I & Stage II)

- Consideration of Resolution approving the preliminary project scope and budget for the RISE Center Playscape Renovations and Enhancements at UA (Stage I)
- Consideration of Resolution approving the 2024 UA Campus Master Plan

#### B. UA Real Estate Items

- Consideration of Resolution granting authorization to execute a Real Estate Sales Agreement for the disposition of the Ford Building - 621 Greensboro Avenue
- Consideration of Resolution granting authorization to execute a Real Estate Sales Agreement for the acquisition of the Grant's Mill Property
- Consideration of Resolution granting authorization to execute a Real Estate Sales Agreement for the acquisition of Mansion Condominium - Unit 12, 925 11th Avenue

#### C. UAB Construction Items

- Consideration of Resolution approving the revised project scope and reallocated project budget; granting authorization to execute a Construction Contract for the New Biomedical Research and Psychology Building at UAB (Stage IV)
- Consideration of Resolution approving the reallocated project budget; granting authorization to negotiate an Owner/Architect Agreement for the Renovation of the Basement of the Bevill Biomedical Sciences Research Building for the Heersink School of Medicine at UAB (Stage II)
- Consideration of Resolution approving the reallocated project budget; granting authorization to negotiate an Owner/Architect Agreement for the Renovation of the 6th Floor of the Ryals School of Public Health Building at UAB (Stage II)

#### D. UAB Real Estate Items

- Consideration of Resolution granting authorization to execute an Air Rights Easement Agreement with Children's Hospital of Alabama
- Consideration of Resolution granting authorization to UAB for the acceptance of gift properties from the UAB Educational Foundation
- Consideration of Resolution granting authorization to execute Amendment No. 2 to the Ground Lease Agreement with University Place, LLC

#### E. UABHS Construction Item

 Consideration of Resolution approving the revised project budget and proposed architectural design for the Expansion of the University Emergency Department at University Hospital (Stage III)

#### F. UABH\$ Equipment Item

 Consideration of Resolution granting authorization to procure and install a Modular Sterilization Unit

#### G. UABHS Real Estate Item.

 Consideration of Resolution granting authorization to execute a Lease Agreement for space on the 6th floor of the UAB Medical West Medical Office Building

#### H. UAH Construction Item

 Consideration of Resolution granting authorization to negotiate an Owner/Consultant Agreement for the Raymond B. Jones Engineering Building at UAH (Stage II)

#### I. UAH Information Item

 2024 UAH Campus Master Plan submitted in accordance with Board Rule 415

#### J. Information Item

 Report to the Board on Interior Renovation Project Construction Contract Awards

#### X. Nominating Committee Report

#### XI. Academic Affairs and Student Affairs Committee Report

#### A. UAS Administrative Action Items

- Consideration of Resolution Approving Amendments to Board Rule 202: Non-resident Tuition Policy at UAS
- Consideration of Resolution Approving Amendments to Board Rule 507: Academic Planning at UAS
- Consideration of Resolution Approving Amendments to Board Rule 508: Establishment of Academic Chairs, Professorships and Endowed Lectureships and the Designation of Holders of Academic Chairs at UAS

#### B. UAS Information Items

- Post-Implementation Report Summary at UAS
- Administrative Adjustment to CIP Codes at UAS.

#### C. UA Administrative Action Items

- Consideration of Resolution Approving Appointment of Brian E. Bride, Ph.D., M.S.W., M.P.H., to the Hill Crest Foundation Endowed Academic Chair in Mental Health in the School of Social Work at UA
- Consideration of Resolution Approving Appointment of JoAnn Oliver as the Capstone College of Nursing Quasi-Endowed Chair in the Capstone College of Nursing at UA
- Consideration of Resolution Approving the Conversion of the Robin D. Rogers Endowed Professorship in Entrepreneurial Chemistry at UA

#### D. UA Information Items

- Establishment of a Post-Baccalaureate Certificate in Youth Literature and Services (CIP Code 25.0102) at UA
- Inactivation of the Law (LL.M.) program with concentrations in Taxation and Business Transactions (CIP Code 22.0211) in the School of Law at The University of Alabama
- Deletion of the Juris Masters (J.M.) with a concentration in Taxation (CIP Code 22.0211) in the School of Law from The University of Alabama Academic Program Inventory at UA

#### E. UAB Individual Action Item

 Consideration of Resolution Granting Final Approval of a Master of Science (M.S.) Degree in Artificial Intelligence in Medicine (CIP Code 11.0102) at UAB

#### F. UAB Administrative Action Items

- Consideration of Resolution Approving Establishment of the Center for Lung Analytics and Imaging Research (CLAIR) at The University of Alabama at Birmingham Mamix E. Heersink School of Medicine
- Consideration of Resolution Approving Establishment of the Center for Integrative Structural Biology at The University of Alabama at Birmingham Marnix E. Heersink School of Medicine
- Consideration of Resolution Approving Establishment of the Center for Neuroengineering and Brain-Computer Interfaces (CNBCI) in the Department of Neurosurgery at The University of Alabama at Birmingham Mamix E. Heersink School of Medicine
- Consideration of Resolution Approving Establishment of the Hill Crest Foundation Endowed Professorship in Psychiatry at UAB

- Consideration of Resolution Approving the Merger of the Division of General Internal Medicine and the Division of Preventive Medicine Creating a New Division of General Internal Medicine and Population Science in the Department of Medicine in The University of Alabama Marnix E. Heersink School of Medicine
- 6. Consideration of Resolution Approving Changing the Name of the Master of Science (M.S.) Degree in Physician Assistant Studies Program (CIP Code 51.0912) to the Master of Science (M.S.) Degree in Physician Associate Studies Program (CIP Code 51.0912) in the Department of Clinical and Diagnostic Science in the School of Health Professions at The University of Alabama at Birmingham
- Consideration of Resolution Approving Changing the Name and Nomenclature of the Master of Construction Engineering Management (MCEM) Degree (CIP Code 14.3301) to the Master of Engineering in Construction Engineering Management (MEngCEM) Degree (CIP Code 14.3301) at The University of Alabama at Birmingham
- Consideration of Resolution Approving Changing the Name and CIP Code of the Master of Science (M.S.) Degree in Instructional Design and Development (13.0301) to the Master of Science (M.S.) Degree in Learning Design & Learning Sciences (CIP 13.0607) at The University of Alabama at Birmingham
- Consideration of Resolution Granting Approval of the Conversion and Renaming of the Kent and Phoebe Palcanis Endowed Support Fund to the Kent and Phoebe Palcanis Endowed Professorship at UAB
- Consideration of Resolution Approving Appointment of Carlos J. Orihuela, Ph.D., as the Inaugural Holder of the Triton Endowed Professorship in Microbiology at UAB
- 11. Consideration of Resolution Approving Appointment of Shinichi Kano, M.D., Ph.D., as the First Holder of the UAB Endowed Professorship in Mental Health Research in the Department of Psychiatry and Behavioral Neurobiology in The University of Alabama at Birmingham Marnix E. Heersink School of Medicine
- 12. Consideration of Resolution Approving Appointment of Jennifer J. DeBerry, Ph.D., as the Second Holder of the David Hill Chestnut Endowed Professorship in the Department of Anesthesiology and Perioperative Medicine in The University of Alabama at Birmingham Mamix E. Heersink School of Medicine

- Consideration of Resolution Approving Appointment of Erin D. Wright, M.F.A., as Professor Emeritus of Art in the Department of Art and Art History at UAB
- Consideration of Resolution Approving Appointment of Crayton A. Fargason, Jr., M.D., M.B.A. as Professor Emeritus of Pediatrics in the Department of Pediatrics at UAB
- Consideration of Resolution Approving Appointment of Phillip D. Smith, M.D. as Professor Emeritus of Medicine in the Department of Medicine at UAB
- Consideration of Resolution Approving Appointment of Elena I.
   Frolova Ph.D., as Professor Emerita of Microbiology in the
   Department of Microbiology at UAB
- Consideration of Resolution Approving Appointment of Mona N. Fouad, M.D., M.P.H. as Professor Emerita of Medicine in the Department of Medicine at UAB
- Consideration of Resolution Approving Appointment of Dawn K. DeCarlo, OD, MS, MSPH, Ph.D., as Professor Emerita in the Department of Ophthalmology and Visual Sciences at UAB
- Consideration of Resolution Approving Appointment of Christine A. Curcio, Ph.D., as Professor Emerita of Ophthalmology in the Department of Ophthalmology and Visual Sciences at UAB
- Consideration of Resolution Approving Appointment of Chen L. Canon, M.D., FACR, FSAR, FAAWR as Professor Emerita in the Department of Radiology at UAB

#### G. UAB Information Items

- Establishment of a 15-Hour Graduate Certificate in Occupational Health Nursing (CIP Code 51.3815) at UAB
- Establishment of a 15-Hour Graduate Certificate in Nurse Leadership in Population Health (CIP Code 51.3811) at UAB
- Establishment of a 15-Hour Graduate Certificate in Addictions Nursing (CIP Code 51.1501) at UAB

#### H. UAH Administrative Action Items

- Consideration of a Resolution Approving Appointment of Kevin R. Knupp, Ph.D., as Professor Emeritus in the Department of Atmospheric and Earth Science in the College of Science at UAH
- Consideration of a Resolution Approving Appointment of Sampson E. Gholston, Ph.D., as Professor Emeritus in the Department of Industrial and Systems Engineering and Engineering Management in the College of Engineering at UAH

#### UAH Information Item

 Inactivation of the Master of Accountancy (M.Acc.) Degree in Accounting (CIP Code 52.0301) in the College of Business at UAH

#### XII. Honorary Degrees and Recognition Committee Report

#### A. UAS

- Consideration of Resolution Amending Board Rule 411
- Consideration of Resolution Honoring Vanessa Leonard (Sent Under Separate Cover)

#### B. UA

- Consideration of Resolution Approving the RISE Center Outdoor Playscape Fundraising Initiative at UA
- Consideration of Resolution Accepting Gifts and Pledges from Various Donors, Express Appreciation, and Approve Named Spaces in the Golf Practice Facility at UA
- Consideration of Resolution Approving the Naming Opportunity for the Achieve Scholars Program in the Honors College at UA
- Consideration of Resolution Approving the Naming Opportunity for the Center for Corporate Ethics in the Culverhouse College of Business at UA
- Consideration of Resolution Approving the Revision of the Elliott Mitchell Endowed Accounting Scholarship at UA
- Consideration of Resolution Approving Endowed Funds at UA

#### C. UAB

- Consideration of Resolution Approving Establishment of the Dr. Eta Berner Endowed Scholarship in Health Informatics and the Dr. Eta Berner Endowed Scholarship in Health Informatics Quasi-Endowment at UAB
- Consideration of Resolution Approving Naming of the Dr. Sam Citrano, Jr. Comprehensive Care Clinic Operatory in the UAB School of Dentistry
- Consideration of Resolution Approving Naming Opportunities in the Buris R. Boshell Diabetes Research and Education Building at UAB
- Consideration of Resolution Approving Endowed Funds at UAB
- Consideration of Resolution Approving Quasi-Endowed Funds at UAB

#### D. UAH

 Consideration of Resolution Approving Establishment of the Amit and Aruna Arora Honors Student Conference Fund at UAH

- 2. Consideration of Resolution Approving Establishment of the Jacobs Scholars Fund at UAH
- XIII. Audit, Risk, and Compliance Committee Report
- XIV. Administrative Action Item
  - A. Consideration of Resolution Amending Board Rule 302
- XV. Adjoum



### STRATEGIC PLAN 2024-2028

We stand at a pivotal moment in the history of UAB Medicine. As a nationally-ranked, world-class health care institution, and one of the largest hospitals in the nation, we must continually position ourselves to be able to serve the people who depend on us — our employees, our patients, our communities, and constituents across Alabama and beyond.

We are proud to unveil our comprehensive Strategic Plan, *Leading Care Lasting Impact*, a roadmap designed to unify our efforts and set a clear, single path forward. This plan is more than a collection of objectives; it is a covenant that binds us to our mission, our vision, and each other. It aligns every department, team, and individual within our organization, ensuring that together, we move forward with purpose and intent.

The strategic plan, driven by our new vision and mission, includes the following components:

- **Strategic Commitments** To achieve meaningful success, there are five strategic areas we have pledged to address. These are areas where we will concentrate our strategic efforts to support our Mission and achieve our Vision.
- **Goals** For each Commitment, the Goal is the overarching aim that guides our actions and decisions. It is ambitious yet achievable and defines the desired outcome.
- Initiatives These are specific projects or actions designed to achieve the goals and influence the accountability metrics positively. Each initiative is planned and resourced to address distinct challenges and opportunities; each initiative has a defined scope, timeline, and responsible parties.

**Accountability Metrics** are quantifiable milestones by which we will measure our progress toward each goal. They are the tangible expressions of our commitment to results and transparency and will be updated annually to align with organizational performance and the changing healthcare landscape.

By adhering to this structured approach, our Strategic Plan is a cohesive, living document that will evolve as we do, with annual updates and adjustments, promoting agility and responsiveness in our pursuit of excellence. The first year will serve to transition us into a detailed, target-driven plan, establishing benchmarks and baselines from which to grow.

The new Strategic Plan has been developed with the input of thousands of employees and has undergone due diligence to ensure its viability and effectiveness. However, we acknowledge that there are challenges that need to be addressed including the need for more space and staffing. We are committed to addressing these challenges head-on and have developed strategies to mitigate their impact while working toward meaningful solutions. Despite these challenges, we

are confident that our new Strategic Plan will enable us to achieve our goals and move us closer to our vision.

We embark on this journey with a clear vision of where we are going and how we will get there. Our Strategic Plan is our commitment to our stakeholders — our communities, our patients, faculty, and staff — and to the future we will shape together.

#### **VISION AND MISSION**

#### VISION

To be the leader in improving the health and lives of all we serve

#### **MISSION**

To provide life-changing care

#### STRATEGIC COMMITMENTS

#### **INNOVATION & DISCOVERY**

#### Strategic Goal:

Promote and invest in an academic medical center that embraces an intentional and responsible approach to uncertainty and enables continuous innovation & discovery across our clinical enterprise

#### Key Themes and Initiatives

#### Culture

Continue building upon a culture that embraces and celebrates learning

#### Scope

Define scope and develop a definition of innovation

#### Infrastructure

- Develop infrastructure to minimize "risk" and mitigate uncertainty
- Evaluate mechanisms for funding/investing in projects & supporting infrastructure
- Develop mechanism to optimize and allocate resources to successfully enable project development
- · Develop infrastructure to support partnerships

#### Alignment

Strengthen alignment of academic and clinical mission

#### **PEOPLE & CULTURE**

#### Strategic Goal:

Be a magnet for individuals to thrive in a team-based culture where innovation, dedication, and compassion are valued

#### **Key Themes and Initiatives**

Career Growth and Leadership Development

- Develop and enhance clear and flexible roadmaps outlining vertical and lateral career development
- Provide dedicated time, space, and incentives for mentorship and leadership development

#### Strategic Onboarding and Recruitment

- Align UAB Medicine HR functions to streamline hiring, compensation and benefits packages, and succession planning
- · Explore partnerships for pipeline development

#### Compensation and Benefits

- Be a market leader in pay and benefits
- · Provide lifestyle benefits that support personal wellbeing

#### Transparent and Efficient Communication

Leverage AI and technology for efficient and effective communication and feedback

#### Enhanced Employee Experience and Engagement

- · Develop an empowered recognition and reward system
- · Improve safety and wellbeing measures
- Create flexible parking options

#### **EXCELLENCE IN PATIENT CARE**

#### Strategic Goal:

Provide access to excellent care through UAB Medicine and our partners

#### Key Themes and initiatives:

#### Access

- Align access with strategic growth
- Enhance scheduling practices

#### Patient Engagement

- Enhance care coordination through educated, team-based approach
- Provide exceptional service for patients
- Improve service efficiencies

#### Quality

- Clearly define priorities
- Develop a single source for quality data that is consistent, transparent, and easily retrieved
- Provide support to enable quality standards across network and affiliate partners

#### STEWARDSHIP & GROWTH

#### Strategic Goal:

Facilitate meaningful connections with our diverse communities to improve access and health outcomes

#### Key Themes and Initiatives:

#### Strategic and Core Services

- · Grow strategic services, based on market demand and financial impact
- Continue capacity expansion plans
- Re-allocate current capacity to support targeted growth (inpatient and ambulatory)
- Align resources, recruitment, and facility design with strategic growth objectives
- Re-define/optimize Service Line Governance and Organizational structure

#### Affiliate Network and Partnerships

- Clarify the value, expectations, and role of affiliations (how will we mutually measure success)
- Define requirements to become an affiliate (access to medical records, quality oversight, etc.)
- Expand UAB Medicine affiliate oversight infrastructure

#### Primary Market (Birmingham MSA) Service and System Structure

- Target key markets—purposeful expansion
- Define service growth and allocation across hospital and ambulatory networks
- Expand ambulatory footprint- aligned and expanded service offerings

#### Financial Model and Evaluative Template

- Standardize approach to evaluation driven by system goals and objectives
- Broaden evaluation to system-level not isolated or stand-alone
- Balance margin targets with capacity constraints and market opportunities

#### Post-Acute Care Footprint and Expansion

- Develop strategies to optimize post-acute experience by discharge disposition
- Evaluate build/partner for core resource needs Access and Service Triage
- MSA/State centralized triage structure (transfers and EMS)- system-wide traffic control
- Further develop and expand clinical pathways for faculty
- Optimize access to improve capacity for strategic growth

#### **COMMUNITY HEALTH & ENGAGEMENT**

#### Strategic Goal:

Strategically expand and align clinical services across the care continuum

#### Key Themes and Initiatives:

Access for Chronic Disease, Mental Behavioral Health with focus on Health Equity

- Expand and enhance Primary Care access
- Explore new models within specialty care that help provide access for patients in ED and/or patients with chronic diseases
- Explore innovative and new methods for providing access
- Expand urgent and after-hours access for patients
- Provide access to scheduling and triage for patients
- · Expand access for UAB employees
- Evaluate and invest in different models of care outside our traditional structure to prevent unnecessary utilization

#### Financial Model

- Redesign our financial model to value cost avoidance as well as revenue generating activities.
- Explore additional funding models for community outreach
- Direct UAB Philanthropy dollars to support our populations and initiatives

#### **Partnerships**

- Develop key partnerships across the care continuum
- Create a front door for Community Health and Engagement partnerships
- Evaluate the creation of a UAB Mental Health network

#### Advocacy

- Advocate for expansion of Medicaid
- · Advocate for expanded use of APPs
- Advocate for additional state funding for mental/behavioral health
- · Advocate for increase in mental health beds across state

#### Infrastructure Support

- Expand staffing to serve these populations and initiatives
- · Support data infrastructure to identify patients and their unique needs

#### ADAPTIVE & DISRUPTIVE EXPLORATION

In complement to core initiative development and the need to address solutions in our present state, this plan incorporates the concept of horizon-based exploration, with a charge to continually assess potential transformational solutions to the problems that our organization and industry face.

Adaptive exploration includes the assessment of challenges and opportunities that are on a near-to-mid-term horizon. The concepts are generally 'known', but the direction to pursue remains uncertain. We feel that in order to remain nimble, we must be vigilant and begin to invest resources as appropriate.

Disruptive concepts are further along the horizon with less certainty of adoption. By continuing to assess 'strengthening' signals in areas of interest, we have the opportunity to disrupt the incumbent narrative and serve as a leader that is driving change instead of reacting to it.

Intentionally exploring and investing an appropriate level of effort into adaptive and disruptive concepts will position the organization for future change by maintaining a 'balanced portfolio' of initiatives. These opportunities will continue to be routinely updated, assessed, and framed, contributing directly to the evolving nature required of our dynamic strategic plan.

The UAB Medicine Strategic Plan, as part of the University of Alabama at Birmingham's strategic plan "Forging Ahead", is aligned with the UA System's vision, mission, values, and core principles and approved by the University of Alabama System Board of Trustees.

#### Appendix A: Accountability Metrics

Targent 3% reduction in avaitable admissions as definible by diagnosis Teriggi. 395 reducțion in avaidable ER visins no pelinied Chronic disease diagnosis AVOIDABLE INPATIENT ADMISSIONS COMMUNITY HEALTH BANDING AVOIDABLE CHRONIC DISEASE PYTD = 823 Admissions PYTD = 314 Admissions & ENGAGEMENT 1% increases over PYTD 2% less than target 24% better than target 27% kess than PYTD ER UTILIZATION Target 50% earned of the incentive and altriak payor contract funds Target At or better dian laudgeted operating EBITDA STEWARDSHIP VALUE BASED CARE Goal 50% Earned FYTD = \$59.4M 4.7% better than budget & GROWTH ·4- 10 61 - 1/4 .. 1/4-**EBITDA BUDGET** (A) Target, 3% improvement in both inpatient and Amby over 7723 Talget Dverall rating at or greater than 75% QUALITY AND ACCOUNTABILITY **NET PROMOTER SCORE (NPS)** FYTD = 237,031 Arrivals Torder 1995 at the productions P.Es. Target 4 7% increase over Fi23\* Scorecard 49.57 FYTD EXCELLENCE IN 92.6% 12/31/2023 80.2% 12/31/2023 PATIENT CARE 2,8% better than target 1,6% better than target 5.2% better than target. PATIENT ARRIVALS 6.2% loss than target HCAHPS SCORE 7.7% over PYTD 8 Target at or greater than 40% perdopotion in the FY24 Madellia engages: aut survey Target 19 59 18 62% PY24 Turnoverrate Target, 7.24 - 6 89% FY24 Tumpover rate WORKFORCE ENGAGEMENT Goal 40% Participation WORKFORCE RETENTION: WORKFORCE RETENTION: 19.3% 12-month Avg 6.7% 12-month Avg .3% better then target .6% better than target 400 & CULTURE 1 1 1 1 K NON-PROVIDER PEOPLE PROVIDER 56 inter on independent expenditures related to cinical trails
FYTD = \$31M & DISCOVERY CLINICAL RESEARCH 8 8% over PYTD 4 8% better than larget INNOVATION

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FY 2024: 1ST QUARTER

# ADMINISTRATIVE REPORT

A DIGEST OF CURRENT INFORMATION

PREPARED FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA



# University of Alabama System<sub>®</sub>

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JUNE 7, 2024 TUSCALOOSA, ALABAMA

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#### STUDENT/FACULTY ACHIEVEMENTS

#### DOZEN UA STUDENTS EARN FULBRIGHTS

The Fulbright Program has selected 12 UA students for various awards for the 2024-2025 academic year. Fulbright is the most prestigious United States international exchange program, offering opportunities for students, scholars and professionals. The Fulbright Award of the U.S. Department of State offers one-year grants for independent study and research and for English teaching assistantships overseas. The highly competitive program selects approximately 1,500 award recipients from more than 11,000 applicants annually.

#### UA JUNIOR AMONG 55 TO RECEIVE UDALL SCHOLARSHIP

Benjamin Trost, a native of Tuscaloosa, was among 55 college students from around the nation to receive the Udall Undergraduate Scholarship, which identifies future leaders in environmental, tribal public policy and health care fields. Trost is the first UA student to receive the Udall Scholarship in 23 years. The Udall Undergraduate Scholarship honors the legacies of Morris K. Udall and Stewart L. Udall, whose careers had a significant impact on Native American selfhealth governance, care and stewardship of public lands and natural resources. The scholarship is highly competitive, with students participating in their schools' internal competitions before receiving consideration from the Udall Foundation.

#### 3 UA STUDENTS NAMED BOREN SCHOLARS

UA students Aparna Bhooshanan. Hari Gunda and Madeleine Luther have received Boren Scholarships for the study of languages in world regions critical U.S. interests to underrepresented in study abroad. Boren Scholarships, an initiative of the National Security Education Program, provide opportunities for funding U.S. undergraduate students to study less commonly taught languages in regions such as Africa, Asia, Central and Eastern Europe, Latin America and the Middle East.

### ENGLISH PROFESSOR AWARDED GUGGENHEIM FELLOWSHIP

Dr. Heather Cass White, professor of English at UA, was recently selected by the John Simon Guggenheim Memorial Foundation as a Guggenheim Fellow. White was among 188 in the class of 2024. Fellows are a distinguished and group of culture-creators working across 52 disciplines. Chosen through a rigorous application and peer review process from a pool of almost 3,000 applicants, this year's class was tapped based on prior achievement and exceptional promise.

## ADAPTED ATHLETICS EARNED MULTIPLE CHAMPIONSHIPS

Student-athletes in UA's Adapted Athletics program earned national championship status in both women's wheelchair basketball and para track and field. It was the fifth consecutive championship for the women's wheelchair basketball team. Dani Kanas, a thrower on UA's inaugural Para Track

and Field team, became the 2024 National Champion for USA Para Track and Field in the Javelin F46 classification. She also beat her personal record of 27.59 meters.

#### 3 UA STUDENTS NAMED GOLDWATER SCHOLARS

The Barry Goldwater Scholarship and Excellence in Education Program selected UA students Jackson Maxwell, Lena Seyfarth and Michael Zengel as Goldwater Scholars for 2024-2025. By providing scholarships to college students who intend to pursue research natural careers in the mathematics and engineering. Goldwater Foundation helps ensure that the U.S. is producing the number of highly qualified professionals the nation needs in these critical fields.

# TWO UAB STUDENTS TO SPEND SUMMER LEARNING ARABIC IN PRESTIGIOUS LANGUAGE LEARNING PROGRAM

UAB students Wajiha Mekki and Sarah Wilson are among the 500 students out of 5,000 applicants who have been selected for the United States Department of State's Bureau of Educational and Cultural Affairs Critical Language Scholarship Program. This summer, they will participate in the Spark program, CLS' new online intensive language learning program designed for beginners in Arabic, Chinese and Russian.

#### ZHAI RECEIVES AWARD FROM AMERICAN COUNSELING ASSOCIATION

UAB Assistant Professor Ynsen Zhai, Ph.D., has received the 2024 ACA Research Award from the American Counseling Association as recognition for high-quality, original research contributing to the counseling profession.

Zhai, who serves as director of the UAB School of Education's Community Counseling Clinic, says his research on the policy effects of telehealth expansion bridged a critical research gap in mental health research, employing an advanced statistical approach to analyze real-world policy effects.

#### BODINE AL-SHARIF NAMED A 2024-2025 FULBRIGHT SCHOLAR

UAB's Mary Ann Bodine Al-Sharif, Ph.D., assistant professor in the School of Education, has received a Fulbright United States Scholar Program award for Saudi Arabia.

Through the award, Bodine Al-Sharif will live in Riyadh, Saudi Arabia, and work with the King Saud bin Abdulaziz University for Health Sciences' Department of Medical Education while focusing on her research project, "An Institutional Perspective of the Practice, Policy and Context of Saudi Higher Education."

#### FIRST INTERNATIONAL COHORT GRADUATES FROM ADVANCED INTERNATIONAL OPTOMETRY PROGRAM

The first cohort of the Advanced International Optometry Degree Program is graduating from the UAB School of Optometry this May. This program is a new offering in Optometry that provides international students who hold an optometry degree from an international university with the certification they need to practice optometry in the United States.

#### CONCRETE CANOE TEAM PLACES FIRST IN THE GULF SOUTH CONFERENCE

The American Society of Civil Engineering Student Chapter placed first in the Gulf South Region Concrete Canoe Competition. The competition, held in New Orleans, featured schools from Alabama, Louisiana, and Mississippi. It included a proposal, presentation, display, and races. The team will move on to compete in the national competition in Provo, Utah, this June.

# UAH WINS NASA HUMAN EXPLORATION ROVER CHALLENGE FOR THE SECOND CONSECUTIVE YEAR

Engineering students from UAH have once again captured first place in the Human NASA Exploration Challenge (HERC) competition. NASA's Marshall Space Flight Center managed the challenge at the U.S. Space and Rocket Center in Huntsville this April. More than six hundred students in seventy-two teams participated, representing forty-two colleges and universities, thirty high schools from twenty-four states, the District of Columbia, Puerto Rico, and thirteen other nations. UAH has won the top award five times in the challenge's 30year history.

# FACULTY PUBLISHES CHAPBOOK WITH HARVARD SQUARE PRESS

Department of English Assistant Professor Dr. Samantha Moe published a new book, Animal Heart, with Harvard Square Press. The book is a poetry collection that recently won second place in a three-day International Chapbook Contest.

#### NASA EXCEPTIONAL PUBLIC SERVICE MEDAL GOES TO UAH PROFESSOR

Dr. Michael Newchurch, a Professor in the Department of Atmospheric and Earth. Science. was awarded NASA's Exceptional Public Service Medal (EPSM). Dr. Newchurch was nominated for this award by Dr. Jack Kaye, Associate Director for Research, Earth Science Division (ESD), NASA's Science Mission Directorate (SMD), Dr. Newchurch received the EPSM for his exceptional leadership of the Tropospheric Ozone Lidar Network and support for the TEMPO mission.

#### PEI-LING CHAN ENDOWED CHAIR OF PHYSICS RECEIVES PRESTIGIOUS APPOINTMENTS

Dr. Sukanya Chakrabarti, Pei-ling Chan Endowed Chair and Professor of Physics, has been selected as the Vera Rubin Distinguished Visiting Professor at UC Santa Cruz and the Margaret Bnrbidge Distinguished Professor at UC San Diego. As the Burbidge Professor, Dr. Chakrabarti will give several public lectures and colloquia at the University of California system.

#### BUSINESS ALABAMA INCLUDES UAH FACULTY IN 24 FOR '24

Business Alabama magazine selects women who are outstanding technology leaders each year. This year, Associate Professor of Electrical and Computer Engineering and Associate Dean of Engineering for Undergraduate Education Jennifer English was selected as one of the 24 for '24. Dr. English was awarded the University twice Distinguished Teaching Award and was named the IEEE-Huntsville Educator of the Year. She was recognized with the Professor Brian Landrum Outstanding Service award for supporting the College of Engineering by establishing various programs that serve the academic success and career development needs of UAH engineering undergraduates. She also is a leader in STEM outreach at UAH. English holds bachelor's, master's, and Ph.D. degrees in electrical

engineering from the Georgia Institute of Technology.

#### ADVANCES IN RESEARCH

#### NEW STUDY SHOWS ASSOCIATION OF HOUSING DISCRIMINATION AND SHORTFALLS IN COLON CANCER TREATMENT

A nationwide study of 196 cities shows that housing discrimination from 90 years ago still casts a historical shadow of inequities in colon cancer care today, S.M. Qasim Hussaini, M.D., of UAB and colleagues at the American Cancer Society and Johns Hopkins School of Public Health report in the journal JCO Oncology Practice.

Overall, the researchers found that individuals diagnosed with colon cancer who resided in previously redlined HOLC D areas across the United States were today more likely to be diagnosed with advanced-stage disease, were less likely to receive guideline-concordant or timely treatment, and had worse survival.

# RESEARCH USES MACHINE LEARNING TO PREDICT CHEMOTHERAPY RESPONSE IN TRIPLE NEGATIVE BREAST CANCER PATIENTS

Chemotherapy is a common treatment for TNBC, but stndies show that only 40 percent of tumors respond to the treatment — meaning the tumor reduced in size partially or completely. Chemotherapy has several side effects, including nausea, hair loss and fatigue, which can be severe for some patients and decrease their quality of life.

With a 60 percent chance that a tumor will not respond to chemotherapy, researchers from UAB, Georgia State University and the University of Galway in Ireland sought to determine whether responses to the treatment could be predicted before a patient's first infusion.

#### STUDY HIGHLIGHTS PANDEMIC EFFECTS ON MENTAL HEALTH OF PARENTS

A recent study from UAB found that parents who had work disruptions, unemployment or children in remote school during the COVID-19 pandemic saw an increase in depressive symptoms.

The study, published in the Journal of Health and Social Behavior, also showed a significant decrease in mental health among single parents with work disruptions or without paid work, single parents with children in remote school, fathers with children in remote school.

# RESEARCH SHOWS HOW AI IS SHAPING THE FUTURE OF SALES STRATEGIES

UAB Collat School of Business Professor Colleen McClure, Ph.D., and her colleagues provide insight into how AI tools have permeated the sales function, emphasizing that "AI technologies are helping to augment every phase of the sales process, especially as it relates to complex B2B sales." With AI predicted to fulfill 60 percent of sales tasks by 2028 — a dramatic increase from 45 percent in 2023 — the sales domain is on the brink of a significant transformation.

# CHEMICAL ENGINEERING FACULTY MEMBER RECEIVES NSF CAREER AWARD

Dr. Isaac Torres-Díaz, Assistant Professor of Chemical Engineering, has

received prestigious \$588,000 National Science Foundation (NSF) CAREER Award. This significant recognition will bolster his research into magnetic nanoparticles, a field with immense potential for various applications, including the development of nanobots for non-invasive treatments and hyperthermia therapy for cancer. With magnetic hyperthermia for medical treatments, the potential enhanced heating effect is caused by the orientation magnetic particles and interactions. Overall, the award can advance the fundamental understanding of hydrodynamics and nanotechnology.

#### RESEARCHER WINS \$279K NSF EPSCor Fellowship

Dr. Avimanyu Sahoo, Assistant Professor in Electrical and Computer Engineering, has been awarded a National Science Foundation's EPSCoR Fellowship totaling \$279,105 to study ways to enhance the safety, efficiency, and longevity of lithium-ion battery packs in electric vehicles (EV). Lithiumion batteries are subject to overheating and catching fire, highlighting the limitations of onboard electronic battery management systems (BMS) in detecting abnormal behavior and raising concerns about safety and the broader acceptance of EVs. With the number of EVs on U.S. roads projected to reach 26.4 million by 2030, this research is especially timely and is slated to run through December 2025.

#### UNDERGRADUATE RESEARCH ON THE RISE AT UA

More and more undergraduates at UA are leveling up their educational journey by getting involved in research. More than 550 students participated in this year's Undergraduate Research Creative Activity conference, which included 406 presentations on topics from human performance and nutrition to apparel and textiles. In 2022, URCA had 271 abstracts selected for participation and 310 in 2023. There are also nine student-run research publications that also serve as an avenue for students to showcase their research.

## UA SIGNED HISTORIC AGREEMENT WITH U.S. ARMY

UA and the United States Army installation at Fort Novosel entered into a historic agreement, celebrated at the ceremonial signing of intergovernmental service agreement. The IGSA is a first of its kind for UA and Fort Novosel and authorizes the UA Office of Archaeological Research to oversee the curation and preservation of artifacts found on the 65,000-acre Home of Army Aviation. In accordance with federal regulation under the National Historic Preservation Act. archeological snrvey or excavation must be conducted prior to construction or land improvement projects. curate and house historical artifacts that are preserved as part of this process. These artifacts will be used for archaeological and historical research at UA, enabling students to benefit from this partnership through research and learning experiences.

#### ALABAMA CYBER INSTITUTE GETS RENEWED VISION UNDER NEW EXECUTIVE DIRECTOR

The Alabama Cyber Institute at UA has reemerged under new leadership and strategic vision and is positioned to be a leader in computationally focused research. Dr. Allen Parrish, who recently served as interim vice president for research and economic development, has been named the executive director of

ACI. While serving as interim vice president, Parrish provided valuable insight on developing a sustainable financial model for the High Performance Computing and Data Center.

#### NEWS ABOUT DEVELOPMENT

The UAH Foundation donated \$3,000,000 to the UAH Engineering Building Fund.

The Boeing Company contributed \$50,000 to the Senator Richard Shelby Chair in Engineering Fund.

Drs. Amit and Aruna Arora gave \$33,334 to the Amit and Aruna Arora Endowed Honors Student Conference Fund and \$2,500 to the Amit and Aruna Arora Non-Endowed Honors Student Conference Fund.

The National Space Club of Huntsville has given \$25,000 to the Alabama Space Grant Consortium.

#### AGED TO PERFECTION: COLLAT EMERITUS PROFESSOR USES PROCEEDS FROM WINE AUCTION TO SUPPORT STUDENTS

Longtime Collat School of Business Professor Joe Van Matre enhanced an existing scholarship he established in honor of his parents, which favors students from rural backgrounds with academic promise and financial need, by auctioning off most of his collection of fine wines. The \$100,000 gift is the largest-ever donation by a CSOB faculty member.

#### A LEGACY OF LOVE: OGDEN LEAVES BEQUEST TO FIGHT ALZHEIMER'S DISEASE IN HONOR OF HIS WIFE, PEGGY

After losing his wife, Peggy, to Alzheimer's disease, Woody Ogden researched hospitals below the Mason-Dixon Line and east of the Mississippi River to make a gift that will make the biggest impact in the region where he and Peggy made a life together. Although the Ogdens never set foot on campus, his research brought him to the University of Alabama at Birmingham, where he decided to leave a bequest in his will to fight Alzheimer's disease.

#### STEPHEN AND JANA FOSTER GIVE \$250,000 TO ESTABLISH PHYSICAL THERAPY SCHOLARSHIP

Stephen and Jana Foster have given \$250,000 to establish a scholarship in physical therapy in the School of Health Professions. Foster received Stephen his bachelor's degree in physical therapy from UAB and in 2006 founded TherapySouth, a private physical therapy company. This scholarship will be used to support underrepresented students in the Department of Physical Therapy.

#### UA CAPITAL CAMPAIGN CONTINUES TO FLOURISH

The Rising Tide 2.0 Capital Campaign reached its goal of 1,000 new endowed scholarships in April.

#### CONFERENCE/SYMPOSIA/PROGRAMS

### THE BUSINESS OF SPACE LAUNCH

The College of Business launched its first Business of Space Conference on April 21-23, engaging forty-nine top academics, business leaders, innovators, and policy influencers working on the new space economy. Planning is underway for next year's conference, slated for April 23-25, 2025.

# FIRST LEADERSHIP ACCELERATOR ACADEMY MEMBERS GRADUATE

The University's Office of Professional and Continuing Education graduated its inaugural Leadership Accelerator Academy cohort this spring. The program equips Huntsville area industry leaders with essential skills to unlock their leadership potential. Its tailored profoundly approach impacts emerging and new leaders' professional and personal growth, driving change on an organizational level.

#### UAB HOSTED 2024 ALABAMA STATE SPELLING BEE ON MARCH 16

Fifty-two students in fourth through eighth grades from as far north as Lauderdale and Dekalb counties to as far south as Mobile and Baldwin counties competed for the 2024 Alabama State Spelling Bee Champion title. Hundreds of schools from across the state participated in the spelling bees that led up to the finals held at UAB on March 16.

# STUDENT ART FEATURED IN UAB 2024 BFA EXHIBITION AT AEIVA

Work by art students pursuing Bachelor of Fine Arts degrees at UAB were featured in an exhibition April 2-27. The 2024 BFA exhibition was presented by the College of Arts and Sciences' Department of Art and Art History and the Abroms-Engel Institute for the Visual Arts.

#### STUDENT RESEARCH HIGHLIGHTED AT UAB'S 2024 SPRING EXPO

UAB will host its 2024 inperson and virtual Service Learning and Undergraduate Research Expo from Monday, April 15, through Friday, April 19. The expo seeks to highlight and celebrate excellence in research, creative activity and scholarship by showcasing the academic ventures of undergraduate students.

#### UAB AND CITY OF BIRMINGHAM HOST REGIONAL WELLNESS DAY ON APRIL 20

UAB's O'Neal Comprehensive Cancer Center partnered with the City of Birmingham to host a day of holistic wellness for residents of central Alabama on Saturday, April 20.

The first Regional Wellness Day provided community members access to screenings for common health concerns like glucose levels and blood pressure, as well as cancer screenings for age-eligible individuals. Additional resources on health care and access, social determinants of health, neighborhood environment, and social and community context were also available.

## 23RD ANNUAL RURAL HEALTH CONFERENCE

The UA College of Community Health Sciences hosted the 23rd annual Rural Health Conference titled, "Turning the Tide... On Individual, Domestic, Community Violence." The Rural Health Conference focuses on health issues relevant to rural communities. Each year, the conference provides a platform for health care professionals, community leaders, researchers, government officials and representatives of faithbased organizations to come together to hear from prominent speakers and share critical information and knowledge about the health disparities affecting rural Alabama.

#### CAMPUS HIGHLIGHTS

# UAB HOLDS RIBBON-CUTTING FOR

#### EARLY LEARNING CENTER

UAB celebrated the opening of its Early Learning Center with a ribbon-cntting ceremony April 30. The new facility, located at 10th and 11th Street Avenue South the Education between and Engineering Complex and Birmingham City School's EPIC Alternative Elementary, directly supports faculty and staff success UAB's prioritized by strategic plan, Forging Ahead.

The Early Learning Center looks to alleviate the increasing demand for child care as UAB employees grow their families. The new one-story building has increased the ability to accommodate 174 percent more children, including 228 children and 46 infants.

#### UAB HOSPITAL RECEIVES MAGNET NURSING DESIGNATION FOR A RECORD SIXTH TIME

UAB Hospital, which includes UAB Hospital-Highlands and UAB Medicine's provider-based outpatient clinics, was granted recognition as a Magnet-designated organization for the sixth consecutive time by the American Credentialing Nurses Center Magnet Recognition Program®. UAB Hospital is only the 19th hospital worldwide to receive this designation six consecutive times and is the only hospital in Alabama designated a Magnet organization.

## UAB NOW HOME TO THE SCHOOL OF

### EDUCATION AND HUMAN SCIENCES

UAB is now home the School of Education and Human Sciences, formerly the UAB School of Education. The School of Education and Human Sciences has been a distinguished institution of learning contributing many years, significantly to the advancement of education and human development, in addition to its longstanding commitment to preparing educators and professionals who excel in the education and human science fields and make a positive impact on individuals and communities.

#### UAB OPENS BRAIN AGING AND MEMORY HUB

UAB celebrated the opening of the UAB Brain Aging and Memory Hub on Friday, April 19. The effort was made possible by the UAB Health System and the UAB Marnix E. Heersink School of Medicine. The new hub was created to anticipate the increased needs of the population and will address the full spectrum of cognitive brain health and memory disorders.

#### CHICKEN WING FESTIVAL RAISES MONEY FOR CANCER RESEARCH

The Battle of the Buffalo returned to Huntsville this spring, inviting the public to its fifteenth-anniversary gathering. This festival, the largest philanthropic chicken wing festival in the southeast, is a beacon of hope in the fight against cancer, with all proceeds dedicated to cancer research. Local Huntsville

leaders had the honor of judging restaurants and individual teams to name the esteemed title of "Best Wings in the Tennessee Valley." The festival was founded in 2009 by the brothers of the Theta Pi Chapter of the Alpha Tau Omega fraternity at The University of Alabama in Huntsville in memory of their chicken-wing-loving brother, Paul "Fish" Salmon, who lost his battle with leukemia. This family-friendly celebration is a testament to Paul's legacy, raising funds for the Russel Hill Cancer Foundation and HudsonAlpha Institute for Biotechnology, two organizations at the forefront of cancer treatment and research in the Tennessee Valley.

### STUDENTS VOLUNTEER DURING UAH DAY OF SERVICE

The BIG Event is university's largest one-day, studentrun service project. It began in 2011. Each Spring, UAH students, driven by their passion for community service. come together to say "THANK YOU" to the residents of Huntsville and Madison County by completing projects various service with nonprofits across the city and county. From tutoring to environmental clean-ups, their dedicated efforts make a significant impact and inspire the community. This year, more than 200 students, a testament to their commitment and the power of collective action, volunteered!

#### UNIVERSITY CLUB RENOVATION

The historic University Club is set to reopen after a more than \$17 million renovation.

In collaboration with Invited, the nation's largest owner and operator of private membership clubs, the University Club will support the University's mission and the campus community by providing immersive learning experience for UA students as well as a premier dining and social establishment for faculty, staff, alumni and visitors. A few of the renovations and additions restoring include the existing receptiou, dining and special event spaces; converting the south parlor into a lounge, casual dining area and bar; adding dining space, a stairwell, expanded restrooms and event space; repurposing the north parlor as a workspace similar to a hotel lobby; and adding a boardroom and spacious balcony to the second level.

#### SHELBY INSTITUTE OPENED

UA recently cut the ribbon on the Shelby Institute for Policy and Leadership, student-focused a academic and service program concentrating on educating and training students interested in policy. The Shelby Institute for Policy and Leadership, housed in renovated Tuomey Hall, will provide premier, immersive learning community for students committed to shaping public policy and focus on nurturing and equipping the next generation of leaders through the Shelby Scholars program.

#### UA, SHELTON STATE CREATED BRIDGE PROGRAM

UA and Shelton State Community College have signed a memorandum of understanding creating the Shelton State Bridge Program for students transitioning from SSCC to the Capstone. The Bridge Program creates a pathway to the University for up to 150 Shelton State students who meet the minimum requirements of completed college credit hours, a 3.0 GPA and good academic standing. The program extends the existing relationship between UA and Shelton State, which was formed last fall. In August 2023, the institutions signed articulation agreement that created a defined transfer process and access to scholarships, academic advising, career coaching and counseling.

#### UA EDUCATION PROVEN TO BE SOLID INVESTMENT

A degree from UA has proven to provide an abundant return on investment for graduates, setting the stage for legendary careers while also creating priceless experiences and memories. In the latest economic impact report from the UA Center for Business and Economic Research in the UA Culverhouse College of Business, data shows that despite the costs of a college education such as tuition, room and board, and books, investing in an education at UA yields better long-term annual rates of return than most stocks, stock indexes and bonds.

#### GRADUATE SCHOOL CENTENNIAL

The UA Graduate School and Graduate Council are celebrating 100 years at the Capstone. The UA Graduate School provides transformational advanced education opportunities with enrollments continuing to grow in recent years, alongside the growth in research and UA's relatively new Research-1 status.

#### RESOLUTION

BE IT RESOLVED by The Board of Trustees of The University of Alabama as follows:

The following scale of tuition and fees for students attending The University of Alabama; The University of Alabama at Birmingham; and The University of Alabama in Huntsville is hereby established, effective on the dates indicated, and the said tuition and fees at the rates hereunder prescribed are hereby levied against and ordered collected from each such student. Tuition and fees levied for the Academic Year shall remain in effect for the entirety of such term, notwithstanding any change in a student's status or the change of delivery mode.

The President of each campus is authorized to promulgate regulations for deferral or adjustment of tuition and fees but in no event shall students be allowed to receive credit for courses taken in the term for which tuition and fees are billed or attend classes in any subsequent term without payment.

#### A. The University of Alabama

- 1. Tuition and fees for each fall or spring semester, effective with the Fall Semester, 2024 (except for the College of Community Health Sciences):
  - a. A general tuition payable by each in-state undergraduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	\$ 545.00
2*	University tuition for each student	1,090.00
3*	University tuition for each student	1,635.00
4*	University tuition for each student	2,180.00
5	University tuition for each student	2,725.00
6	University tuition for each student	3,270.00
7	University tuition for each student	3,815.00
8	University tuition for each student	4,360.00
9	University tuition for each student	4,905.00
10	University tuition for each student	5,450.00
11	University tuition for each student	5,995.00
12 thru 16	University tuition for each student	<del>5,550.00</del> 5,690.00
each additional hour in excess of 16	University tuition for each student	<del>455.00</del> 465.00

b. A general tuition payable by each out-of-state undergraduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	<del>\$1,425.00</del> \$1,470.00
2*	University tuition for each student	<del>\$2,850.00</del> 2,940.00
3*	University tuition for each student	<del>\$4,275.0</del> 0 4,410.00
4*	University tuition for each student	<del>\$5,700.00</del> 5.880.00
5	University tuition for each student	<del>\$7,125.00</del> 7,350.00
6	University tuition for each student	<del>\$8,550.00</del> 8,820.00
7	University tuition for each student	<del>\$9,975.00</del>
8	University tuition for each student	<del>\$11,400.0</del> 0
9	University tuition for each student	\$ <del>12,825.00</del> 13,230.00
10	University tuition for each student	<del>\$14,250.00</del> 14,700.00
11	University tuition for each student	<del>\$15,675.00</del> 16,170.00
12 thru 16	University tuition for each student	\$16,200.00 16,686.00
each additional hour in excess of 16	University tuition for each student	\$1,425.00 1,470.00

 A general tuitiou payable by each in-state graduate main campus student;

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	<del>\$635.00</del> \$650.00
2*	University tuition for each student	<del>1,270.00</del> 1,300.00
3*	University tuition for each student	<del>1,905.00</del> 1,950.00
4*	University tuition for each student	<del>2,540.00</del> 2,600.00
5	University tuition for each student	3,175.00 3,250.00

6	University tuition for each student	3,810.00 3,900.00
7	University tuition for each student	<del>4,445.00</del> 4,550.00
8	University tuition for each student	<del>5,080.00</del> 5,200.00
9 thru 15	University tuition for each student	<del>5,550.00</del> 5,690.00
each additional hour in excess of 15	University tuition for each student	<del>485.00</del> 495.00

d. A general tuition payable by each out-of-state graduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	<del>\$1,660.00</del> \$1,710.00
2*	University tuition for each student	<del>\$3,320.00</del> 3,420.00
3*	University tuition for each student	<del>\$4,980.00</del> 5,130.00
4*	University tuition for each student	<del>\$6,640.00</del> <u>6,840.00</u>
5	University tuition for each student	<del>\$8,300.00</del> <u>8,550.00</u>
6	University tuition for each student	<del>\$9,960.00</del> 10,260.00
7	University tuition for each student	<del>\$11,620.00</del> 11,970.00
8	University tuition for each student	<del>\$13,280.00</del> 13,680.00
9 thru 15	University tuition for each student	<del>\$16,200.00</del> 16,686.00
each additional hour in excess of 15	University tuition for each student	<del>\$1,660.00</del> 1,710.00

All undergraduate and graduate students pay the standard main campus tuition rates unless they applied and are enrolled in a Distance Learning program (UA Early College, Bama By Distance, New College Life Track, Go Army Edu, and Executive Ed.D.).

e. A general tuition payable by each in-state main campus law student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	<del>\$1,125.00</del> \$1150.00

2*	University tuition for each student	<del>2,250.00</del> 2,300.00
3*	University tuition for each student	<del>3,375.00</del> 3,450.00
4*	University tuition for each student	<del>4,500.00</del> 4,600.00
5	University tuition for each student	<del>5,625.00</del> 5,750.00
6	University tuition for each student	<del>6,750.00</del> 6,900.00
7	University tuition for each student	<del>7,875.00</del> 8,050.00
8	University tuition for each student	<del>9,000.00</del> 9,200.00
9	University tuition for each student	<del>10,125.00</del> 10,350.00
10 thru 16	University tnition for each student	12,040.00 12,240.00
each additional hour in excess of 16	University tuition for each student	655.00 670.00

f. A general tuition payable by each out-of-state main campus law student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	<del>\$2,195.00</del> \$2,255.00
2*	University tuition for each student	<del>4,390.00</del> <u>4,510.00</u>
3*	University tuition for each student	<del>6,585.00</del> 6,765.00
4*	University tuition for each student	<del>8,780.00</del> 9,020.00
5	University tuition for each student	<del>10,975.00</del> 11,275.00
6	University tuition for each student	<del>13,170.00</del> 13,530.00
7	University tuition for each student	<del>15,365.00</del> 15,785.00
8	University tuition for each student	<del>17,560.00</del> 18,040.00
9	University tuition for each student	<del>19,755.00</del> 20,295.00
10 thru 16	University tuition for each student	<del>22,785.00</del> 23,350 <b>.</b> 00
each additional hour in excess of 16	University tuition for each student	<del>1,825.00</del> 1,880.00

\*Tuition for undergraduate, graduate, and law main campus students enrolled for less than 5 hours in a Fall or Spring semester does not include recreation privileges. Students may purchase these services for an additional charge.

g. Undergraduate main campus students enrolled for nine or more semester hours:

Minimum Food Buy-In—per semester	\$350.00
William Food Buy-III—per semester	ψ350.00

h. A general tuition payable by each Gadsden campus student:

Student-per hour	Tuition
In-state undergraduate	\$ 385.00
Out-of-state undergraduate	1,052.00
In-state graduate	440.00
Out-of-state graduate	1,243.00

i. A general tuition payable by each Distance Learning student:

Student-per hour	Tuition
Undergraduate	\$ 385.00
Graduate	440.00
Graduate—joint (UA and UAH) Doctor of Philosophy in Nursing Science	<del>447.00</del> 458.00
Law	1,950.00

- 2. College of Community Health Sciences, effective July 1, 20245
  - a. Tuition for in-state student to be paid in two equal installments with the first due on or before August 12, and the second and final due on or before December 10:

In-state Student	\$33,098.00

b. Tuition for out-of-state student to be paid in two equal installments with the first due on or before August 12, and the second and final due on or before December 10:

Out-of-state Stud	ent	\$62,714.00

- 3. Summer term, effective upon the beginning of the 20245 Summer School Term (except for the College of Community Health Sciences):
  - a. Tuition-main campus, in-state students:

Undergraduate—per hour	<del>\$435.00</del> \$445.00
University tuition for each undergraduate student taking 12 thru 16 semester hours	<del>5,550.00</del> 5,690.00
Graduate—per hour	475.00 485.00
University tuition for each graduate student taking 9 thru 15 semester hours	<del>5,550.00</del> 5,690.00
Law Student—per hour	880.00 900.00
University tuition for each law student taking 10 thru 16 semester hours	<del>12,040.00</del> 12,340,00

b. Tuition-main campus, out-of-state students:

Undergraduate—per hour	\$1,200.00 \$1,235.00
University tuition for each undergraduate student taking 12 thru 16 semester hours	<del>15,575.00</del> 16,040.00
Graduate-per hour	<del>1,325.00</del> <u>1,365.00</u>
University tuition for each graduate student taking 9 thru 15 semester hours	<del>15,575.00</del> 16,040.00
Law Student—per hour	1,670.00 1,720.00
University tuition for each law student taking 10 thru 16 semester hours	<del>22,225.00</del> 22,890.00

c. Dining Dollars amount for undergraduate main campus students, enrolled in 5 or more Summer term hours:

	\$100.00
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4. A technology and infrastructure fee for all main campus courses, except graduate commerce and business administration courses —per hour:

	\$27.00
_	

5. A commerce and business administration college, technology/infrastructure fee for all graduate commerce and business administration courses excluding EMBA and overseas campuses - per course:

\$286.00

6. An arts and sciences college fee for all distance campus courses in the College of Arts and Sciences—per hour:

\$15.00

	7.	An education college fee for all distance campus courses in the College of
Educat	ion	—per hour:

T
\$10.00
Ψ10.00

#### B. The University of Alabama at Birmingham

- 1. Students attending the Heersink School of Medicine, effective for the 2024-2025 academic year\*:
  - d. A general tuition to be paid by each student other than an out-of-state student in two installments with the first payment (\$16,549.00) due on or before September 1 and the second, and final payment (\$16,549.00), due on or before January 1\*:

\$33,098.00

e. A general tuition to be paid by each out-of-state student in two installments with the first payment (\$31,357.00) due on or before September 1 and the second, and final payment (\$31,357.00), due on or before January 1\*:

\$62,714.00

- 2. Students attending the first professional program in the School of Dentistry, effective for the 2024-2025 academic year\*\*:
  - a. A general tuition for each term to be paid by each student other than an out-of-state student according to the class level of the student:

	The state of the s
1st year – 4th year, Fall & Spring (per term)	\$16,430.00
1 year 4 year, rain a opring (per term)	Ψ20,430.

b. A general tuition for each term to be paid by each out-of-state student according to the class level of the student:

1st year – 4th year, Fall & Spring (per term)	\$38,297.00
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3. Students attending the School of Optometry, effective for the 2024-2025 academic year\*\*\*:

a. A general tuition to be paid by each in-state student:

\$10,245.00

A general tuition to be paid by each out-of-state student:

T 11 0 1 00 ( )	4.0
Fall, Spring & Summer (per term)	\$18,004.00

4. Students enrolled in undergraduate courses in the College of Arts & Sciences, Collat School of Business, School of Education, Graduate School, programs in Joint Health Sciences Departments, and specially designated interdisciplinary courses in the arts and sciences; effective August 1, 2024:

a. A general tuition payable by each in-state undergraduate student per semester hour:

\$368.00 \$377.00

b. A general tuition payable by each out-of-state undergraduate student per semester hour:

\$911.00 \$938.00

c. A general tuition payable by each international undergraduate student per semester hour:

<del>\$991.00</del> \$1,021.00

 d. A general tuition payable for each course per semester hour designated in the registration system as an online course:

> \$458.00 \$472.00

e. A general tuition payable for each international undergraduate course per semester hour designated in the registration system as an online course:

\$538.00 \$554.00

f. A per semester campus dining fee payable by each undergraduate student who is enrolled on a full-time basis during each of the fall and spring terms:

\$225.00

- 5. Students enrolled in undergraduate courses in the School of Engineering effective August 1, 2024:
  - a. A general tuition payable by each in-state undergraduate student per semester hour:

\$378.00 \$397.00

b. A general tuition payable by each out-of-state undergraduate student per semester hour:

	<del>\$937.00</del> \$993.00
c. A general tuition payable by each inte student per semester hour:	
	\$ <del>1,020.0</del> \$1,081.0
d. A general tuition payable for each cou designated in the registration system a	
	<del>\$472.0</del> \$500.0
<ul> <li>e. A general tuition payable for each inte course per semester hour designated i an online course:</li> </ul>	
	\$5 <del>52.00</del> \$585.00
	9,10,110
I retained to be a function of the second	basis during each of the fall
and spring terms:	
<ul> <li>6. Students enrolled in undergraduate courses in Professions, School of Nursing, and School of August 1, 2024:</li> <li>a. A general tuition payable by each in-st</li> </ul>	\$225.00 in the School of Health f Public Health effective
<ol> <li>Students enrolled in undergraduate courses i Professions, School of Nursing, and School of August 1, 2024;</li> </ol>	\$225.00 in the School of Health f Public Health effective tate undergraduate student
<ul> <li>Students enrolled in undergraduate courses i         Professions, School of Nursing, and School of         August 1, 2024:         <ul> <li>A general tuition payable by each in-st</li> </ul> </li> </ul>	\$225.00 in the School of Health f Public Health effective
<ol> <li>Students enrolled in undergraduate courses i Professions, School of Nursing, and School of August 1, 2024;</li> <li>a. A general tuition payable by each in-st</li> </ol>	\$225.00 in the School of Health if Public Health effective tate undergraduate student \$434.00 \$445.00
<ul> <li>6. Students enrolled in undergraduate courses in Professions, School of Nursing, and School of August 1, 2024;</li> <li>a. A general tuition payable by each in-steper semester hour:</li> <li>b. A general tuition payable by each out-out-out-out-out-out-out-out-out-out-</li></ul>	\$225.0  in the School of Health  f Public Health effective  tate undergraduate student  \$434.0 \$445.0  of-state undergraduate
<ul> <li>6. Students enrolled in undergraduate courses in Professions, School of Nursing, and School of August 1, 2024: <ul> <li>a. A general tuition payable by each in-steper semester hour:</li> <li>b. A general tuition payable by each outstudent per semester hour:</li> <li>c. A general tuition payable by each interest.</li> </ul> </li> <li>c. A general tuition payable by each interest.</li> </ul>	\$225.00  in the School of Health  f Public Health effective  tate undergraduate student  \$434.00 \$445.00  of-state undergraduate  \$1,076.6 \$1,108.0
<ul> <li>6. Students enrolled in undergraduate courses in Professions, School of Nursing, and School of August 1, 2024: <ul> <li>a. A general tuition payable by each in-stoper semester hour:</li> <li>b. A general tuition payable by each out-student per semester hour:</li> </ul> </li> </ul>	\$225.00  in the School of Health  f Public Health effective  tate undergraduate student  \$434.00 \$445.00  of-state undergraduate  \$1,076.0 \$1,108.0

d. A general tuition payable for each course per semester hour designated in the registration system as an online course:

	<del>\$525.00</del> <u>\$541.</u> 00
e. A general tuition payable for each international course per semester hour designated in the reg an online course:	
	<del>\$605.00</del> \$623.00
f. A per semester campus dining fee payable by estudent who is enrolled on a full-time basis durand spring terms:	
	\$225.00
semester hour:	\$468.00 \$480.00
a. A general tuition payable by each in-state grade semester hour:	student per
	φ400.00
<ul> <li>A general tuition payable by each out-of-state g per semester hour:</li> </ul>	
	\$1,142.00 \$1,176.00
c. A general tuition payable by each international per semester hour:	
	<del>\$1,223.00</del>
d. A general tuition payable for each course per se designated in the registration system as an onli	snester hour ine course:
	<del>\$555.00</del> <u>\$572.00</u>
e. A general tuition payable for each international per semester hour designated in the registratio online course:	
	<del>\$635.0</del> 6
	\$654.00

8. Students enrolled in graduate courses in the School of Engineering effective August 1, 2024:

semester hour:	
	<del>\$482.00</del> \$506.00
b. A general tuition payable by each out-of-state u student per semester hour:	
	\$1,175.00
	\$1,246.00
c. A general tuition payable by each international student per semester hour:	undergraduate
	<del>\$1,258.0</del> 6
	<u>\$1,333.00</u>
<ul> <li>d. A general tuition payable for each course per se designated in the registration system as an onlin</li> </ul>	
	\$571.00
	\$605.00
<ol> <li>Students enrolled in graduate courses in the Heersink Medicine, School of Health Professions, and School of August 1, 2024:</li> </ol>	
Medicine, School of Health Professions, and School of	School of Nursing effective
Medicine, School of Health Professions, and School of August 1, 2024:  a. A general tuition payable by each in-state gradu	School of Nursing effective  uate student per
Medicine, School of Health Professions, and School of August 1, 2024:  a. A general tuition payable by each in-state gradu	School of Nursing effective late student per
Medicine, School of Health Professions, and School of August 1, 2024:  a. A general tuition payable by each in-state gradu	School of Nursing effective  late student per  \$595.00 \$610.00
Medicine, School of Health Professions, and School of August 1, 2024:  a. A general tuition payable by each in-state gradu semester hour:  b. A general tuition payable by each out-of-state gradule.	School of Nursing effective  late student per  \$595.00 \$610.00

d. A general tuition payable for each course per semester hour designated in the registration system as an online course:

		<del>\$682.00</del>
		\$702.00
	ral tuition payable for each internat nester hour designated in the regist course:	
		<del>\$762.0</del>
		\$785.00
o. Students enrol effective Augus	lled in graduate courses in the Scho st 1, 2024:	ool of Public Health
a. A gener semeste	ral tuition payable by each in-state g er hour:	graduate student per
	-	\$484.0
		<u>\$496.0</u>
	ral tuition payable by each out-of-st nester hour:	ate graduate student
		\$1,176.0°
		\$1,211.0
	ral tuition payable by each internati er hour:	ional student per
semeste		A
semeste		<del>\$1,257.0</del>
semeste		
d. A genera	al tuition payable for each course p ted in the registration system as an	\$1,295.00 per semester hour
d. A genera	A V A	online course:
d. A genera	A V A	\$1,295.00 per semester hour n online course:
d. A genera designat	ted in the registration system as an all tuition payable for each internative ster hour designated in the registr	\$1,295.00  per semester hour online course:  \$571.00 \$588.00  ional graduate course
d. A genera designat e. A genera per sem	ted in the registration system as an all tuition payable for each internative ster hour designated in the registr	ser semester hour online course:  \$571.0 \$588.0

- 11. Students enrolled in graduate courses in the programs in the Joint Health Science Departments effective August 1, 2024:
  - a. A general tuition payable by each in-state graduate student per semester hour:

semester nour:	
	<del>\$450.00</del>
	\$461.00

b. A general tuition payable by each out-of-state graduate student per semester hour: \$1,099.00 \$1,132.00 c. A general tuition payable by each international graduate student per semester hour: \$1,179.00 \$1,214.00 d. A general tuition payable for each course per semester hour designated in the registration system as an online course: \$538.00 \$554.00 e. A general tuition payable for each international graduate course per semester hour designated in the registration system as an online course: \$618.00 \$637.00 12. A general tuition payable by each dual enrollment\*\*\*\* undergraduate student enrolled in courses in the College of Arts and Sciences, School of Business, School of Education, School of Health Professions, School of

Engineering, School of Nursing, and School of Public Health for 2024-2025 academic year:

a. In-state, per semester hour:

		\$178.50
b.	Out-of-state, per semester hour:	
		\$437.00
c.	Each course per semester hour designated in system as an online course:	the registration
		\$178.50

- 13. Students attending the School of Dentistry and enrolled in the Dental Assisting Program for each semester and the summer term, effective July 1, 2024:
  - a. A general tuition payable by each student other than out-of-state students:

		\$2,133.00
b.	An out-of-state general tuition payable by eac student:	h out-of-state
		\$4,936.00
c.	A per semester campus dining fee payable by student who is enrolled in the program on a feech of the fall and spring terms:	each undergraduate ıll-time basis during
		\$ 225.00

Full-time employees of The University of Alabama at Birmingham who are enrolled as students and who are taking courses offered at The University of Alabama at Birmingham are exempted from the payment of the campus dining fees provided for above.

Campus dining fees may be waived at the discretion of the President for those students taking courses exclusively at off-campus sites, which are greater than 100 miles from Birmingham or internet-based distance learning courses.

\*The general tuition and fee schedule for the Heersink School of Medicine is quoted on an annual basis. Students who must enter or exit the academic program off-cycle must receive permission to do so and may be subject to a prorated tuition/fee charge per Heersink School of Medicine tuition policy. If the student is continuing with patient contact, liability insurance will be required.

\*Students who are unable to be enrolled full-time in pre-clinical coursework may seek permission for continuous enrollment status on a part-time basis. Prorated tuition will be determined through a defined process for review, overseen by the Associate Dean for Admissions and Enrollment Management.

- \*\*Should a student in the School of Dentistry be required to remediate a course requiring faculty instruction during a period in which the course is not normally taught, the student will be charged an additional fee of \$500.00 per class. Those students required to remediate a course through self-study will be charged a fee of \$100.00.
- \*\*\*SREB contract students attending the School of Optometry are to be considered instate students for tuition and fee purposes.
- \*\*\*\* Dual Enrollment for this purpose refers to undergraduate students that have not completed requirements for a high school degree but do meet requirements for acceptance to UAB. Tuition for dual enrollment courses does not include health services and dual enrollment students will not be assessed a dining charge.

### C. The University of Alabama in Huntsville

1. Tuition and fees effective with the Fall semester 2024 (campus rates):

a. A general tuition payable by each in-state undergraduate main

campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	<del>\$430.00</del> <u>\$441.00</u>
2	University tuition for each student	860.00 882.00
3	University tuition for each student	<del>1,290.00</del> <u>1,323.00</u>
4	University tuition for each student	<del>1,720.00</del> 1,764.00
5	University tuition for each student	<del>2,150.00</del> 2,205.00
6	University tuition for each student	<del>2,580.00</del> 2,646.00
7	University tuition for each student	<del>3,010.00</del> 3,087.00
8	University tuition for each student	<del>3,440.00</del> 3,528.00
9	University tuition for each student	<del>3,870.00</del> 3,969.00
10	University tuition for each student	<del>4,300.00</del> <b>4,410.00</b>
11	University tuition for each student	4,730.00 4,851.00
12	University tuition for each student	5,060.00 5,187.00
13	University tuition for each student	5,060.00 5,187.00
14	University tnition for each student	<del>5,060.00</del> 5,187.00
15	University tuition for each student	<del>5,060.00</del> 5.187.00
16	University tuition for each student	<del>5,060.00</del> 5,187.00
17	University tuition for each student	<del>5,060.00</del> 5,187.00
18	University tuition for each student	<del>5,060.00</del> 5,187.00

b. A general tuition payable by each out-of-state undergraduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$1,000.00 \$1,040.00
2	University tuition for each student	<del>2,000.00</del> 2,080.00
3	University tuition for each student	3,000.00 3,120.00
4	University tuition for each student	<del>4,000.00</del> 4,160.00
5	University tuition for each student	5,000.00 5,200.00
6	University tuition for each student	<del>6,000.00</del> 6,240.00
7	University tuition for each student	<del>7,000.00</del> 7,280.00
8	University tuition for each student	8,000.00 8,320.00
9	University tuition for each student	<del>9,000.00</del> <u>9,360.00</u>
10	University tuition for each student	10,400.00
11	University tuition for each student	11,000.00 11,440.00
12	University tuition for each student	<del>11,851.0</del> 0
13	University tuition for each student	11,851.00 12,325.00
14	University tuition for each student	11,851.00 12,325.00
15	University tuition for each student	11,851.00 12,325.00
16	University tuition for each student	11,851.00 12,325.00
17	University tuition for each student	12,325.00 12,325.00
18	University tuition for each student	11,851.00 12,325.00

c. A general tuition payable by each in-state graduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$678.00 \$695.00
2	University tuition for each student	<del>1,356.00</del> 1,390.00
3	University tuition for each student	<del>2,034.0</del> 0 <u>2,</u> 085.0
4	University tuition for each student	<del>2,712.0</del> 2,780.0
5	University tuition for each student	<del>3,390.0</del> 3,475.0
6	University tuition for each student	<del>4,068.0</del> 4,170.0
7	University tuition for each student	<del>4,746.0</del> <b>4,865.</b> 0
8	University tuition for each student	<del>5,424.0</del> 5,560.0
9	University tuition for each student	<del>5,529.0</del> 5,667.0
10	University tuition for each student	<del>5,529.0</del> 5,667.0
11	University tuition for each student	<del>5,529.0</del> 5,667.0
12	University tuition for each student	<del>5,529.0</del> 5,667.0
13	University tuition for each student	<del>5,529.0</del> 5,667.0
14	University tuition for each student	<del>5,529.0</del> 5,667.0
15	University tuition for each student	<del>5,529.0</del> 5,667.0

# d. A general tuition payable by each out-of-state graduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$1,570.00 \$1,633.00
2	University tuition for each student	<del>3,140.00</del> 3,266.00
3	University tuition for each student	<del>4,710.00</del> 4,899.00

University tuition for each student	<del>6,280.00</del> <u>6,532.00</u>
University tuition for each student	<del>7,850.00</del> 8,165.00
University tuition for each student	<del>9,420.00</del> 9,798.00
University tuition for each student	10,990.00 11,431.00
University tuition for each student	12,560.00 13,064.00
University tuition for each student	<del>13,085.00</del> 13,608.00
University tuition for each student	13,085.00 13,608.00
University tuition for each student	13,085.00 13,608.00
University tuition for each student	13,005.00 13,085.00 13,608.00
University tuition for each student	13,000.00 13,085.00 13,608.00
University tuition for each student	13,005.00 13,085.00 13,608.00
University tuition for each student	13,008.00 13,085.00 13,608.00
	University tuition for each student

- e. A per semester minimum buy in dining fee of \$380-400 is required for all full-time, undergraduate students.
- 2. Tuition and fees effective with the Fall semester 2024 for online degree and non-degree programs, online courses, and/or online certificate programs (collectively distance learner rates):
  - a. University tuition for undergraduate students enrolled in an online degree and non-degree program, online courses, and/or online certificate program is the same as the in-state campus-rate per semester hour.

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	<del>\$430.00</del> \$441.00
2	University tuition for each student	860.00 882.00
3	University tuition for each student	<del>1,290.00</del> 1,323.00
4	University tuition for each student	<del>1,720.00</del> 1,764.00
5	University tuition for each student	<del>2,150.00</del> <u>2,205.00</u>

6	University tuition for each student	<del>2,580.00</del> 2,646.00
7	University tuition for each student	3,010.00 3,087.00
8	University tuition for each student	3,440.00 3,528.00
9	University tuition for each student	3,870.00 3,969.00
10	University tuition for each student	<del>4,300.00</del> <del>4,410.00</del>
11	University tuition for each student	4,730.00 4,851.00
12	University tuition for each student	5,060.00 5,187.00
13	University tuition for each student	5,060.00
14	University tuition for each student	5,187.00 5,060.00
15	University tuition for each student	5,187.00 5,060.00
16	University tuition for each student	5,187.00 5,060.00
17	University tuition for each student	5,187.00 5,060.00
18	University tuition for each student	5,187.00 5,060.00
	C Ordery teateron for outsi brutterit	5,187.00

b. University tuition for graduate students enrolled in an online master's degree program, online courses, and/or online certificate program in Arts, Humanities, and Social Sciences; Education; or Nursing per semester hour:

<del>\$421.00</del>
<u>\$432.00</u>

c. University tuition for graduate students enrolled in the Doctor of Nursing Practice degree program per semester hour:

<del>\$421.00</del>
\$432.00

d. University tuition for graduate students enrolled in the joint (UAH and UA) Doctor of Philosophy in Nursing Science program per semester hour:

	<del>\$434.00</del>
	\$458.00

e. University tuition for graduate students enrolled in an online master's degree program, online courses, and/or online certificate program in Business per semester hour:

<del>\$545.00</del>
<u>\$559.00</u>

f. University tuition for graduate students enrolled in an online master's or doctoral degree program, online courses, and/or online certificate program in Engineering or Science per semester hour:

<u> </u>	<del>\$620.00</del> \$636.00

g. University tuition for graduate non-degree students per semester hour:

\$620.00 \$636.00

Undergraduate students enrolled in an online degree and non-degree program, online courses, and/or online certificate program are charged the same as the in-state campus-rate per semester hour. Graduate students enrolled in an online degree program, online courses, and/or online certificate program are charged the distance learner rate. Undergraduate and graduate students who are enrolled in courses, degree programs or certificates in a blended delivery modality are charged the campus rate.

3. In addition to University tuition as outlined above, all students, unless noted otherwise, in each of the following colleges pay a per credit hour fee of:

College of Arts, Humanities, & Social Sciences	\$24.00
College of Business	27.00
College of Education	24.00
College of Engineering	46.00
College of Nursing*	46.00
College of Science	40.00
College of Business Graduate Campus-Rate Program Fee	87.00
College of Business Graduate Online Program Fee	220.00
Infrastructure Fee	22.00

<sup>\*</sup>The joint Ph.D. program courses are not charged the college fee.

#### RESOLUTION

BE IT RESOLVED by The Board of Trustees of The University of Alabama as follows:

The following scale of tuition and fees for students attending The University of Alabama; The University of Alabama at Birmingham; and The University of Alabama in Huntsville is hereby established, effective on the dates indicated, and the said tuition and fees at the rates hereunder prescribed are hereby levied against and ordered collected from each such student. Tuition and fees levied for the Academic Year shall remain in effect for the entirety of such term, notwithstanding any change in a student's status or the change of delivery mode.

The President of each campus is authorized to promulgate regulations for deferral or adjustment of tuition and fees but in no event shall students be allowed to receive credit for courses taken in the term for which tuition and fees are billed or attend classes in any subsequent term without payment.

### A. The University of Alabama

1. Tuition and fees for each fall or spring semester, effective with the Fall Semester, 2024 (except for the College of Community Health Sciences):

a. A general tuition payable by each in-state undergraduate main campus student:

**Each Student Taking** Semester Hours **Designated Number of Semester Tuition** Hours 1\* University tuition for each student \$ 545.00 2\* University tuition for each student 1,090.00 3\* University tuition for each student 1,635.00 4\* University tuition for each student 2,180.00 University tuition for each student 2,725.00 5 6 University tuition for each student 3,270.00 University tuition for each student 7 3,815.00 8 University tuition for each student 4,360.00 9 University tuition for each student 4,905.00 University tuition for each student 5,450.00 10 University tuition for each student 11 5,995.00 12 thru 16 University tuition for each student 5,690.00 each additional hour in University tuition for each student 465.00 excess of 16

b. A general tuition payable by each out-of-state undergraduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	\$1,470.00
2*	University tuition for each student	2,940.00
3*	University tuition for each student	4,410.00
4*	University tuition for each student	5,880.00
5	University tuition for each student	7,350.00
6	University tuition for each student	8,820.00
7	University tuition for each student	10,290.00
8	University tuition for each student	11,760.00
9	University tuition for each student	13,230.00
10	University tuition for each student	14,700.00
11	University tuition for each student	16,170.00
12 thru 16	University tuition for each student	16,686.00
each additional hour in excess of 16	University tuition for each student	1,470.00

c. A general tuition payable by each in-state graduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	\$650.00
2*	University tuition for each student	1,300.00
3*	University tuition for each student	1,950.00
4*	University tuition for each student	2,600.00
5	University tuition for each student	3,250.00
6	University tuition for each student	3,900.00
7	University tuition for each student	4,550.00
8	University tuition for each student	5,200.00
9 thru 15	University tuition for each student	5,690.00
each additional hour in excess of 15	University tuition for each student	495.00

d. A general tuition payable by each out-of-state graduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	\$1,710.00
2*	University tuition for each student	3,420.00
3*	University tuition for each stndent	5,130.00
4*	University tuition for each student	6,840.00
5	University tuition for each student	8,550.00
6	University tuition for each student	10,260.00
7	University tuition for each student	11,970.00
8	University tuition for each student	13,680.00
9 thrn 15	University tuition for each student	16,686.00
ach additional hour in excess of 15	University tuition for each student	1,710.00

All undergraduate and graduate students pay the standard main campus tuition rates unless they applied and are enrolled in a Distance Learning program (UA Early College, Bama By Distance, New College Life Track, Go Army Edu, and Executive Ed.D.).

e. A general tuition payable by each in-state main campus law stndent:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	\$1150.00
2*	University tuition for each student	2,300.00
3*	University tuition for each student	3,450.00
4*	University tuition for each student	4,600.00
5	University tuition for each student	5,750.00
6	University tuition for each student	6,900.00
7	University tuition for each student	8,050.00
8	University tuition for each student	9,200.00
9	University tuition for each student	10,350.00
10 thru 16	University tuition for each student	12,240.00
each additional hour in excess of 16	University tuition for each student	670.00

f. A general tuition payable by each out-of-state main campus law student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1*	University tuition for each student	\$2,255.00
2*	University tuition for each student	4,510.00
3*	University tuition for each student	6,765.00
4*	University tuition for each student	9,020.00
5	University tnition for each student	11,275.00
6	University tuition for each student	13,530.00
7	University tuition for each student	15,785.00
8	University tuition for each student	18,040.00
9	University tuition for each student	20,295.00
10 thru 16	University tuition for each student	23,350.00
each additional hour in excess of 16	University tuition for each student	1,880.00

<sup>\*</sup>Tuition for undergraduate, graduate, and law main campus students enrolled for less than 5 hours in a Fall or Spring semester does not include recreation privileges. Students may purchase these services for an additional charge.

g. Undergraduate main campus students enrolled for nine or more semester hours:

Minimum Food Buy-Inper semester	\$350.00

h. A general tuition payable by each Gadsden campus student:

Student—per hour	Tuition
In-state undergraduate	\$ 385.00
Out-of-state undergraduate	1,052.00
In-state graduate	440.00
Out-of-state graduate	1,243.00

i. A general tuition payable by each Distance Learning student:

	Student-per hour	Tuition
Undergraduate		\$ 385.00

Graduate	440.00
Graduate—joint (UA and UAH) Doctor of Philosopby in Nursing Science	458.00
Law	1,950.00

- 2. College of Community Health Sciences, effective July 1, 2025
  - a. Tuition for in-state student to be paid in two equal installments with the first due on or before August 12, and the second and final due on or before December 10;

In-state Student	\$33,098.00
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b. Tuition for out-of-state student to be paid in two equal installments with the first due on or before August 12, and the second and final due on or before December 10:

Out-of-state Student	\$62,714.00
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3. Summer term, effective upon the beginning of the 2025 Summer School Term (except for the College of Community Health Sciences):

a. Tuition-main campus, in-state students:

Undergraduate—per hour	\$445.00
University tuition for each undergraduate student taking 12 thru 16 semester hours	5,690.00
Graduate—per hour	485.00
University tuition for each graduate student taking 9 thru 15 semester hours	5,690.00
Law Student—per hour	900.00
University tuition for each law student taking 10 thru 16 semester hours	12,340.00

b. Tuition-main campus, out-of-state students:

Undergraduate—per hour	\$1,235.00
University tuition for each undergraduate student taking 12 thru 16 semester hours	16,040.00
Graduate—per hour	1,365.00
University tuition for each graduate student taking 9 thru 15 semester hours	16,040.00
Law Student—per hour	1,720.00
University tuition for each law student taking 10 thru 16 semester hours	22,890.00

c. Dining Dollars amount for undergraduate main camp students, enrolled in 5 or more Summer term hours:	us
	\$100.00
4. A technology and infrastructure fee for all main campus cours commerce and business administration courses —per hour:	ses, except graduate
	\$27.00
5. A commerce and business administration college, technology, raduate commerce and business administration courses excluding EM ampuses - per course:	
	\$286.00
6. An arts and sciences college fee for all distance campus course nd Sciences—per hour:	es in the College of Arts
	\$15.00
7. An education college fee for all distance campus courses in the ducation—per hour:	he College of
	\$10.00

#### B. The University of Alabama at Birmingham

- Students attending the Heersink School of Medicine, effective for the 2024-2025 academic year\*:
  - d. A general tuition to be paid by each student other than an outof-state student in two installments with the first payment (\$16,549.00) due on or before September 1 and the second, and final payment (\$16,549.00), due on or before January 1\*:

\$33,098.00

e. A general tuition to be paid by each out-of-state student in two installments with the first payment (\$31,357.00) due on or before September 1 and the second, and final payment (\$31,357.00), due on or before January 1\*:

\$62,714.00

- 2. Students attending the first professional program in the School of Dentistry, effective for the 2024-2025 academic year\*\*:
  - a. A general tuition for each term to be paid by each student other than an out-of-state student according to the class level of the student:

1st year – 4th year, Fall & Spring (per term)	\$16,430.00
1 year 4 year, ran a spring (per term)	φ10,430.00

b. A general tuition for each term to be paid by each out-of-state student according to the class level of the student:

1st year – 4th year, Fall & Spring (per term)	\$38,297.00
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3. Students attending the School of Optometry, effective for the 2024-2025 academic year\*\*\*:

a. A general tuition to be paid by each in-state student:

Fall, Spring & Summer (per term)	\$10,245.00
b. A general tuition to be paid by each out-of-s	tate student:
Fall, Spring & Summer (per term)	\$18,004.00

designated interdisciplinary courses in the arts and sciences; effective August 1, 2024: a. A general tuition payable by each in-state undergraduate student per semester hour: \$377.00 b. A general tuition payable by each out-of-state undergraduate student per semester hour: \$938.00 c. A general tuition payable by each international undergraduate student per semester hour: \$1,021.00 d. A general tuition payable for each course per semester hour designated in the registration system as an online course: \$472.00 e. A general tuition payable for each international undergraduate course per semester hour designated in the registration system as an online course: \$554.00 f. A per semester campus dining fee payable by each undergraduate student who is enrolled on a full-time basis during each of the fall and spring terms: \$225.00 5. Students enrolled in undergraduate courses in the School of Engineering effective August 1, 2024: a. A general tuition payable by each in-state undergraduate student per semester hour: \$397.00 b. A general tuition payable by each out-of-state undergraduate student per semester hour:

4. Students enrolled in undergraduate courses in the College of Arts & Sciences, Collat School of Business, School of Education, Graduate School, programs in Joint Health Sciences Departments, and specially

\$993.00

c.	student per semester hour:	
		\$1,081.00
d.	A general tuition payable for each course per seme designated in the registration system as an online	
		\$500.00
e.	A general tuition payable for each international ur course per semester hour designated in the registr an online course:	
		\$585.00
f.	A per semester campus dining fee payable by each student who is enrolled on a full-time basis during and spring terms:	
Profe	ents enrolled in undergraduate courses in the School ssions, School of Nursing, and School of Public Hea st 1, 2024:	
Profes Augus	ssions, School of Nursing, and School of Public Hea	l of Health lth effective
Profes Augus	ssions, School of Nursing, and School of Public Headst 1, 2024:  A general tuition payable by each in-state undergra	l of Health lth effective
Profes Augus a.	ssions, School of Nursing, and School of Public Headst 1, 2024:  A general tuition payable by each in-state undergra	l of Health lth effective aduate student \$445.00
Profes Augus a.	ssions, School of Nursing, and School of Public Heads 1, 2024:  A general tuition payable by each in-state undergraper semester hour:  A general tuition payable by each out-of-state undergraph.	l of Health lth effective aduate student \$445.00
Profes Augus a. b.	ssions, School of Nursing, and School of Public Heads 1, 2024:  A general tuition payable by each in-state undergraper semester hour:  A general tuition payable by each out-of-state undergraph.	l of Health lth effective  aduate student \$445.00 ergraduate \$1,108.00
Profes Augus a. b.	ssions, School of Nursing, and School of Public Heast 1, 2024:  A general tuition payable by each in-state undergraper semester hour:  A general tuition payable by each out-of-state understudent per semester hour:  A general tuition payable by each international undergraper.	l of Health lth effective  aduate student \$445.00 ergraduate \$1,108.00
Profes Augus a. b.	ssions, School of Nursing, and School of Public Heast 1, 2024:  A general tuition payable by each in-state undergraper semester hour:  A general tuition payable by each out-of-state understudent per semester hour:  A general tuition payable by each international undergraper.	l of Health lth effective  aduate student  \$445.00 ergraduate  \$1,108.00 dergraduate  \$1,192.00

e. A general tuition payable for each international undergraduate course per semester hour designated in the registration system as an online course:

		\$623.00
studer	semester campus dining fee payable by e ont who is enrolled on a full-time basis du pring terms:	
		\$225.00
	rolled in graduate courses in the College o lucation, Collat School of Business, and G gust 1, 2024:	
	eral tuition payable by each in-state grad ster hour:	uate student per
		\$480.00
	eral tuition payable by each out-of-state g emester hour:	graduate student
		\$1,176.0
	eral tuition payable by each international emester hour:	l graduate student
		\$1,260.0
	11.6	
	eral tuition payable for each course per so nated in the registration system as an onl	
		ine course:
e. A gene		line course: \$572.00 al graduate course
e. A gene	eral tuition payable for each international	line course: \$572.00 al graduate course
e. A gene per se online  8. Students enre effective Aug	eral tuition payable for each international emester hour designated in the registration e course:	sine course: \$572.00  al graduate course on system as an \$654.00  of Engineering
e. A gene per se online  8. Students enre effective Aug	eral tuition payable for each international emester hour designated in the registration ecourse:	sine course: \$572.00  al graduate course on system as an \$654.00  of Engineering

b. A general tuition payable by each out-of-state undergraduate student per semester hour:

		\$1,246.00
c.	A general tuition payable by each international unde student per semester hour:	ergraduate
		\$1,333.00
d.	A general tuition payable for each course per semest designated in the registration system as an online co	
		\$605.00
e.	A general tuition payable for each international grad per semester hour designated in the registration sys online course:	
		\$690.00
Angne	st 1, 2024;	
Ü	A general tuition payable by each in-state graduate s	student per
		student per \$610.00
a.	A general tuition payable by each in-state graduate s	\$610.00
a.	A general tuition payable by each in-state graduate semester hour:  A general tuition payable by each out-of-state gradu	\$610.00
a. b.	A general tuition payable by each in-state graduate semester hour:  A general tuition payable by each out-of-state gradu	\$610.00 ate student \$1,505.00
a. b.	A general tuition payable by each in-state graduate semester hour:  A general tuition payable by each out-of-state gradu per semester hour:  A general tuition payable by each international graduate semester hour:	\$610.00 ate student \$1,505.00
а. b.	A general tuition payable by each in-state graduate semester hour:  A general tuition payable by each out-of-state gradu per semester hour:  A general tuition payable by each international graduate semester hour:	\$610.00 ate student \$1,505.00 tuate student \$1,587.00
а. b.	A general tuition payable by each in-state graduate semester hour:  A general tuition payable by each out-of-state gradu per semester hour:  A general tuition payable by each international graduer semester hour:  A general tuition payable by each international graduer semester hour:	\$610.00 ate student \$1,505.00 tuate student \$1,587.00
a. b. c.	A general tuition payable by each in-state graduate semester hour:  A general tuition payable by each out-of-state gradu per semester hour:  A general tuition payable by each international graduer semester hour:  A general tuition payable by each international graduer semester hour:	\$610.00 ate student \$1,505.00 tuate student \$1,587.00 ter hour ourse: \$702.00

	ive August 1, 2024:	
a.	A general tuition payable by each in-state graduate student semester hour:	per
		\$496.0
b.	A general tuition payable by each out-of-state graduate stud per semester hour:	ent
		\$1,211.0
c.	A general tuition payable by each international student per semester hour:	
		\$1,295.0
d.	A general tuition payable for each course per semester hour designated in the registration system as an online course:	
		\$588.0
e.	A general tuition payable for each international graduate corper semester hour designated in the registration system as a online course:	
_		\$671.0
Science	nts enrolled in graduate courses in the programs in the Joint lee Departments effective August 1, 2024:  A general tuition payable by each in-state graduate stude semester hour:	
	Schester nour.	\$461.0
b.	A general tuition payable by each out-of-state graduate stude semester hour:	ent per
		\$1,132.00
c.	A general tuition payable by each international graduate sper semester hour:	tudent
		\$1,214.00
d.	A general tuition payable for each course per semester designated in the registration system as an online course:	hour
		\$554.0

e. A general tuition payable for each international graduate course per semester hour designated in the registration system as an online course:

\$63	7.00
403	

12. A general tuition payable by each dual enrollment\*\*\*\* undergraduate student enrolled in courses in the College of Arts and Sciences, School of Business, School of Education, School of Health Professions, School of Engineering, School of Nursing, and School of Public Health for 2024-2025 academic year:

a. In-state, per semester hour:

		\$178.50
b.	Out-of-state, per semester hour:	
		\$437.00
c.	Each course per semester hour designate system as an online course:	ed in the registration
		\$178.50

- 13. Students attending the School of Dentistry and enrolled in the Dental Assisting Program for each semester and the summer term, effective July 1, 2024:
  - a. A general tuition payable by each student other than out-of-state students:

\$2,133.00

b. An out-of-state general tuition payable by each out-of-state student:

\$4,936.00

c. A per semester campus dining fee payable by each undergraduate student who is enrolled in the program on a full-time basis during each of the fall and spring terms:

\$ 225.00

Full-time employees of The University of Alabama at Birmingham who are enrolled as students and who are taking courses offered at The University of Alabama at Birmingham are exempted from the payment of the campus dining fees provided for above.

Campus dining fees may be waived at the discretion of the President for those students taking courses exclusively at off-campus sites, which are greater than 100 miles from Birmingham or internet-based distance learning courses.

- \*The general tuition and fee schedule for the Heersink School of Medicine is quoted on an annual basis. Students who must enter or exit the academic program off-cycle must receive permission to do so and may be subject to a prorated tuition/fee charge per Heersink School of Medicine tuition policy. If the student is continuing with patient contact, liability insurance will be required.
- \*Students who are unable to be enrolled full-time in pre-clinical coursework may seek permission for continuous enrollment status on a part-time basis. Prorated tuition will be determined through a defined process for review, overseen by the Associate Dean for Admissions and Enrollment Management.
- \*\*Should a student in the School of Dentistry be required to remediate a course requiring faculty instruction during a period in which the course is not normally taught, the student will be charged an additional fee of \$500.00 per class. Those students required to remediate a course through self-study will be charged a fee of \$100.00.
- \*\*\*SREB contract students attending the School of Optometry are to be considered instate students for tuition and fee purposes.
- \*\*\*\* Dual Enrollment for this purpose refers to undergraduate students that have not completed requirements for a high school degree but do meet requirements for acceptance to UAB. Tuition for dual enrollment courses does not include health services and dual enrollment students will not be assessed a dining charge.

### C. The University of Alabama in Huntsville

Tuition and fees effective with the Fall semester 2024 (campus rates):
 a. A general tuition payable by each in-state undergraduate main

campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$441.00
2	University tuition for each student	882.00
3	University tuition for each student	1,323.00
4	University tuition for each student	1,764.00
5	University tuition for each student	2,205.00
6	University tuition for each student	2,646.00
7	University tuition for each student	3,087.00
8	University tuition for each student	3,528.00
9	University tuition for each student	3,969.00
10	University tuition for each student	4,410.00
11	University tuition for each student	4,851.00
12	University tuition for each student	5,187.00
13	University tuition for each student	5,187.00
14	University tuition for each student	5,187.00
15	University tuition for each student	5,187.00
16	University tuition for each student	5,187.00
17	University tuition for each student	5,187.00
18	University tuition for each student	5,187.00

A general tuition payable by each out-of-state undergraduate main campus b. student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$1,040.00
2	University tuition for each student	2,080.00
3	University tuition for each student	3,120.00

4	University tuition for each student	4,160.00
5	University tuition for each student	5,200.00
6	University tuition for each student	6,240.00
7	University tuition for each student	7,280.00
8	University tuition for each student	8,320.00
9	University tuition for each student	9,360.00
10	University tuition for each student	10,400.00
11	University tuition for each student	11,440.00
12	University tuition for each student	12,325.00
13	University tuition for each student	12,325.00
14	University tuition for each student	12,325.00
15	University tuition for each student	12,325.00
16	University tuition for each student	12,325.00
17	University tuition for each student	12,325.00
18	University tuition for each student	12,325.00

## c. A general tuition payable by each in-state graduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$695.00
2	University tuition for each student	1,390.00
3	University tuition for each student	2,085.00
4	University tuition for each student	2,780.00
5	University tuition for each student	3,475.00
6	University tuition for each student	4,170.00
7	University tuition for each student	4,865.00
8	University tuition for each student	5,560.00
9	University tuition for each student	5,667.00
10	University tuition for each student	5,667.00
11	University tuition for each student	5,667.00
12	University tuition for each student	5,667.00

13	University tuition for each student	5,667.00
14	University tuition for each student	5,667.00
15	University tuition for each student	5,667.00

d. A general tuition payable by each out-of-state graduate main campus student:

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$1,633.00
2	University tuition for each student	3,266.00
3	University tuition for each student	4,899.00
4	University tuition for each student	6,532.00
5	University tuition for each student	8,165.00
6	University tuition for each student	9,798.00
7	University tuition for each student	11,431.00
8	University tuition for each student	13,064.00
9	University tuition for each student	13,608.00
10	University tuition for each student	13,608.00
11	University tuition for each student	13,608.00
12	University tuition for each student	13,608.00
13	University tuition for each student	13,608.00
14	University tuition for each student	13,608.00
15	University tuition for each student	13,608.00

- e. A per semester minimum buy in dining fee of \$400 is required for all full-time, undergraduate students.
- 2. Tuition and fees effective with the Fall semester 2024 for online degree and non-degree programs, online courses, and/or online certificate programs (collectively distance learner rates):
  - a. University tuition for undergraduate students enrolled in an online degree and non-degree program, online courses, and/or online certificate program is the same as the in-state campus-rate per semester hour.

Semester Hours	Each Student Taking Designated Number of Semester Hours	Tuition
1	University tuition for each student	\$441.00
2	University tuition for each student	882.00
3	University tuition for each student	1,323.00
4	University tuition for each student	1,764.00
5	University tuition for each student	2,205.00
6	University tuition for each student	2,646.00
7	University tuition for each student	3,087.00
8	University tuition for each student	3,528.00
9	University tuition for each student	3,969.00
10	University tuition for each student	4,410.00
11	University tuition for each student	4,851.00
12	University tuition for each student	5,187.00
13	University tuition for each student	5,187.00
14	University tuition for each student	5,187.00
15	University tuition for each student	5,187.00
16	University tuition for each student	5,187.00
17	University tuition for each student	5,187.00
18	University tuition for each student	5,187.00

 University tuition for graduate students enrolled in an online master's degree program, online courses, and/or online certificate program in Arts, Humanities, and Social Sciences; Education; or Nursing per semester hour:

\$432.00

c. University tuition for graduate students enrolled in the Doctor of Nursing Practice degree program per semester hour:

\$432.00

d. University tuition for graduate students enrolled in the joint (UAH and UA) Doctor of Philosophy in Nursing Science program per semester hour:

\$458.00

e. University tuition for graduate students enrolled in an online master's degree program, online courses, and/or online certificate program in Business per semester hour:

\$559.00

f. University tuition for graduate students enrolled in an online master's or doctoral degree program, online courses, and/or online certificate program in Engineering or Science per semester hour:

\$636.00

g. University tuition for graduate non-degree students per semester hour:

\$636.00

Undergraduate students enrolled in an online degree and non-degree program, online courses, and/or online certificate program are charged the same as the in-state campus-rate per semester hour. Graduate students enrolled in an online degree program, online courses, and/or online certificate program are charged the distance learner rate. Undergraduate and graduate students who are enrolled in courses, degree programs or certificates in a blended delivery modality are charged the campus rate.

3. In addition to University tuition as outlined above, all students, unless noted otherwise, in each of the following colleges pay a per credit hour fee of:

College of Arts, Humanities, & Social Sciences	\$24.00
College of Business	27.00
College of Education	24.00
College of Engineering	46.00
College of Nursing*	46.00
College of Science	40.00
College of Business Graduate Campus-Rate Program Fee	87.00
College of Business Graduate Online Program Fee	220.00
Infrastructure Fee	22.00

<sup>\*</sup>The joint Ph.D. program courses are not charged the college fee.

Exhibit E

Strategic Priority	UA	UAB	UAH	Total
AIME Renovations for AMP Battery Research Center	\$15,000,000			\$15,000,000
Research Growth Initiative Funding for Additional Faculty Hires		20,000,000		20,000,000
Decatur Dental Clinic		750,000		750,000
School of Medicine Huntsville Campus Psychiatry Residency		2,000,000		
Enrollment Management/Recruitment/ Retention Investments	_		6,000,000	6,000,000
Support for Ph.D. Production (Maintaining R1 ranking)			4,000,000	4,000,000
Enterprise Resource Planning Replacement/Upgrade Project			1,500,000	1,500,000
Total	\$15,000,000	\$20,750,000	\$11,500,000	\$ 47,250,000

Legend
Supplemental Funds
A&T Funds



### University of Alabama System<sub>®</sub>

Individually Distinct. Altogether Stronger.

Annual IT Plan FY 2024-2025





### **MISSION**

The University of Alabama System, an institution of higher education created for learning, exists to improve the lives of everyone we affect through the teaching, research and service rendered by our component campuses and health system.

### **VALUES**

Integrity Accountability

Leadership Diversity, Inclusion &

Respect

### **VISION**

We will be the preeminent public system of higher education and health care in the United States.

# The University of Alabama System Fiscal Year 2024-2025 IT Projects

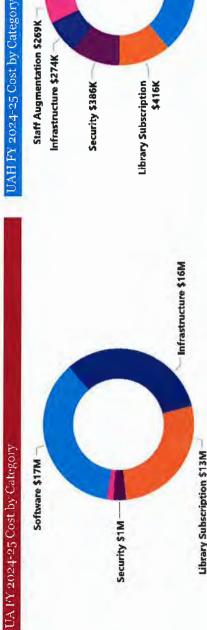
## Project Breakdown by Status

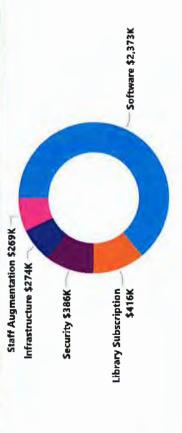
	UA	UAB	ОАН	UABHS	UA System Contracts	Project Count	FY 2024-25 Cost	% of Total
New Projects	\$12,269,334	\$10,525,877	\$1,774,200	\$99,883,116	\$295,752	09	\$124,748,279	44%
Ongoing Projects	\$36,074,730	\$44,596,044	\$1,943,714	\$74,331,701	\$625,000	153	\$157,571,190	26%
Total	\$48,344,064	\$55,121,921	83,717,914	\$174,214,817	\$920,752	213	\$282,319,469	%001

# Project Breakdown by Category

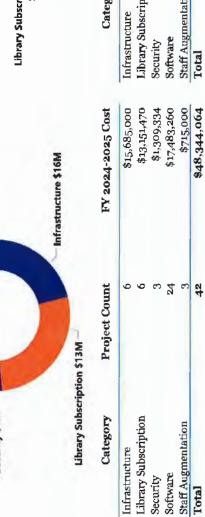
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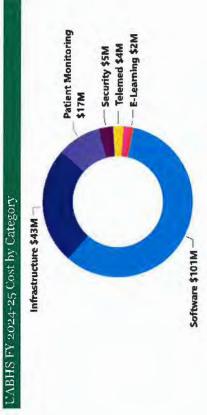
Category	UA	UAB	САН	UABHS	UA System Contracts	Project Count	FY 2024-25 Cost	% of Total
E-Learning		\$3,233,652		\$1,600,000		co	\$4,833,652	2%
Infrastructure	\$15,685,000	\$10,850,697	\$274,200	\$43,421,830	\$625,000	22	\$70,856,728	25%
Library Subscription	\$13,151,470	\$16,950,000	\$415,906			23	\$30,517,376	11%
Patient Monitoring				\$16,570,200		£	\$16,570,200	%9
Security	\$1,309,334	\$875,464	\$386,025	\$5,318,066		19	\$7,888,889	3%
Software	\$17,483,260	\$22,042,108	\$2,372,773	\$101,305,540	\$295,752	96	\$143,499,433	51%
Staff Augmentation	\$715,000	81,170,000	\$269,010	\$1,982,523		11	\$4,136,533	2%
Telemed				\$4,016,658		1	\$4,016,658	1%
Total	\$48,344,064	\$55,121,921	83,717,914	\$174,214,817	\$920,752	213	\$282,319,469	100%





Category	Project Count	FY 2024-2025 Cost
Infrastructure	1	\$274,200
Library Subscription	1	\$415,906
Security	1	\$386,025
Software	m	\$2,372,773
Staff Augmentation	1	\$269,010
Total	7	83,717,914





Staff Augmentation E-Learning \$3M

\$1M

Infrastructure \$11M

Library Subscription \$17M

UAB FY 2024-25 Cost by Category

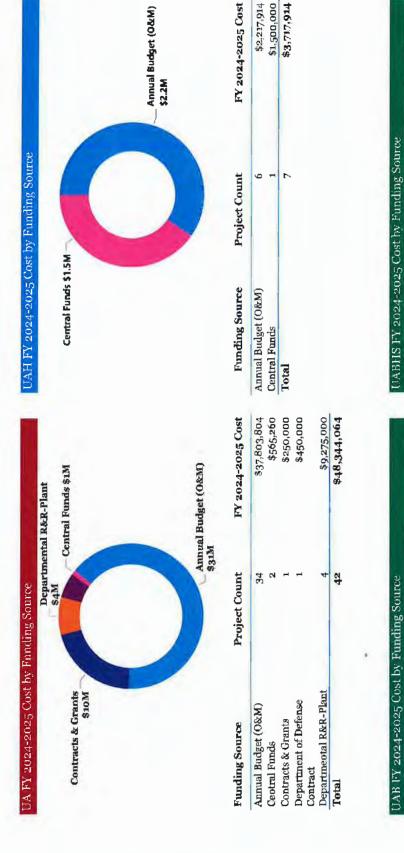
224

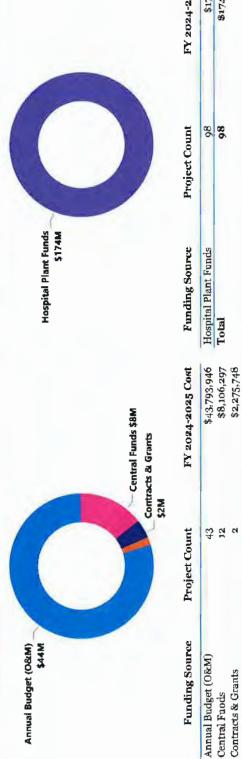
	1	Constant Miles
Category	rroject Collin	F1 2024-2025 Cost
E-Learning	4	83,233,652
Infrastructure	п	\$10,850,697
Library Subscription	16	\$16,950,000
Security	6	\$875,464
Software	26	\$22,042,108
Staff Augmentation	2	\$1,170,000
Total	62	\$55,121,921

Software \$22M

F. Parning		
9	•	and
I - C		400 .01
Intrastructure	34	\$43,421,830
Dationt Monitoring	6	\$16 570 900
T THE THOUSENED THE	2	007,0/6,019
G	ç	220 0.0
Security	4	45,3±0,000
		d
Software	24	\$101,305,540
Staff Anomeniation	L	61 080 18
The state of the s		44,904,040
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\$55,121,921

62

Departmental R&R-Plant
Total

Central Fuods

## THE UNIVERSITY OF ALABAMA®

### Annual Information Technology Plan 2024-2025



Campus	UA		
Project Name	Campus Securit	y Camera Expansion	
University Unit	Security Techno	logies	
Project (Ongoing or I	New) New		
Year Project Starte	d	UA System Core Value	
2025		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
<b>Length of Project</b> 1 Year			
Stage of Project FY	2024-2025	Campus Strategic Directions Enterprise Architecture	
Funding Source		Project Type	
Annual Budget (O&M)		Equipment and System Upgrade	
Total Project Cost		Category	
\$3,000,000		Software	
FY 2024-2025 Cost \$3,000,000			
<b></b> გკ,იიი,იიი			

### **Project Description**

This project will enhance the security camera system installed at Greek houses, increasing the security and safety of residents, members, pledges, and visitors. This project includes \$2.7 million in cameras, network equipment, and related supplies, as well as, \$300,000 for contracted installation services.



C			
Campus	UA		
Project Name	Data Loss Preventio	n (DLP) Tool	
University Unit	Office of Information	n Technology	
Project (Ongoing or	New) New		
Year Project Starte	ed	UA System Core Value	
2025		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the	
Length of Project 3 Years		State.	
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Security & Risk	
Funding Source Annual Budget (O&M)		Project Type New Subscription	
Total Project Cost		Category	
\$1,000,000		Security	
FY 2024-2025 Cost \$333,334			

### **Project Description**

Data loss prevention (DLP) tools use data classification labels and tags, content inspection techniques, and contextual analysis to identify sensitive content and analyze actions related to the use of that content. They then monitor data activity and evaluate the appropriateness of attempted actions against a predefined DLP policy that details acceptable uses, in specific contexts, of specific content types or classification labels. This process prevents the unauthorized exfiltration of protected data by users and malicious actors. Our cybersecurity insurance broker has indicated that DLP implementation will be a focus of the 2024 cyber insurance renewal process.



Campus	UA
Project Name	Email Security Tool

University Unit Office of Information Technology

Project (Ongoing or New) New

Year Project Started 2025	UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Security & Risk
Funding Source Annual Budget (O&M)	Project Type New Subscription
Total Project Cost \$1,200,000	Category Software
FY 2024-2025 Cost \$400,000	

### **Project Description**

Email scams and phishing have increased in recent years, presenting ever-growing attack variety and sophistication. The success rate of these attacks is high, and the amount of effort required is relatively low compared to other attacks that rely on vulnerabilities in infrastructure or networks. To address this deficiency, we plan to incorporate an API-based email security solution to work in conjunction with the Microsoft platform.



Campus	UA
Project Name	Financial Performance Management Platform

University Unit Office of Finance

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2025	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	Subscription and Prof Svcs
Total Project Cost	Category
\$2,455,000	Software
FY 2024-2025 Cost	
\$910,000	

### **Project Description**

OneStream is a corporate performance management (CPM) platform. UA will use OneStream to replace several systems used for budgeting and financial planning, financial close, reporting and analytics, and annual financial statement production. This unified platform will allow for agile planning, insightful analytics, and increased efficiency, with access to the entirety of the platform's capabilities on day one.

The subscription agreement includes support, security and compliance, release upgrades, and training. A consulting agreement for implementation is included in the year 1 project cost at \$200,000. The agreement includes a single-tenant cloud environment that scales with usage, with no vendor involvement or additional costs.



Campus UA

Project Name Inventory Management/Backoffice/POS System

University Unit University Supply Store

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2025	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 10 Years	CARCEL VOI.
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Enterprise Architecture
Funding Source	Project Type
Departmental R&R-Plant	Equipment and System Upgrade
Total Project Cost	Category
\$5,000,000	Infrastructure
FY 2024-2025 Cost	
\$3,050,000	

### **Project Description**

This project will replace the University Supply Store's current point-of-sale (POS), back office, inventory management and E-commerce software platforms. The new software will be completely integrated. Once the latest software platforms are installed, new desktop units, (POS) registers, pin pads and additional unknown hardware will be required. The new software platform will provide additional professional services/support to assist with bistorical data transfer from the legacy program. This project will require an RFP.



Campus	UA	
Project Name	Managed Dete	ction & Response Services
University Unit	Office of Inform	nation Technology
Project (Ongoing or N	lew) New	
Year Project Started		UA System Core Value
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years		State.
Stage of Project FY 2 Year 2	024-2025	Campus Strategic Directions Security & Risk
Funding Source		Project Type
Annual Budget (O&M)		Subscription and Prof Svcs
Total Project Cost		Category
\$700,000		Security

### **Project Description**

FY 2024-2025 Cost

\$226,000

This three-year contract provides managed detection and response (MDR) services. MDR provides remotely delivered security operations center (SOC) functions. These services allow organizations to rapidly detect, analyze, investigate and actively respond through threat disruption and containment.



Campus UA

Project Name Open Supervised Device Protocol (OSDP) Implementation Project

University Unit Security Technologies

Project (Ongoing or New) New

Year Project Started 2025	UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the
Length of Project 5 Years	State.
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	Equipment and System Upgrade
Total Project Cost	Category
\$4,000,000	Infrastructure
FY 2024-2025 Cost	
\$1,500,000	

### **Project Description**

UA has planned all new construction projects in the past six months to be compatible with Open Supervised Device Protocol (OSDP), the new standard for access control systems. OSDP offers several benefits over the outdated Wiegand protocol, such as:

- •Advanced security features, including AES-128 encryption and message authentication, to protect against cyber threats and meet ransomware insurance requirements.
- •Standardized protocol, supported by many access control manufacturers, to ensure interoperability between different devices and systems and avoid vendor lock-in.
- •Bidirectional communication enables remote device configuration, firmware updates, and real-time monitoring, improving system performance and reducing maintenance costs.
- •Future-proof design, allowing compatibility with emerging technologies and integrating new features, including cybersecurity updates.

To fully switch to OSDP, UA will need to upgrade its entire access control network. This will include replacing and enclosing micro control panels in each building and installing OSDP-capable readers. The contract includes installation services costing approximately \$1.1M.



Campus	UA		
Project Name	Sponsored Projects Suite		
University Unit	Office for Research	ch & Economic Development	
Project (Ongoing or	New) New		
Year Project Starte	d	UA System Core Value	
2025		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.	
Length of Project 3 Years		Chicayor.	
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Research	
Funding Source		Project Type	
Contracts & Grants		Subscription and Prof Sves	
Total Project Cost \$7,000,000		Category Software	
FY 2024-2025 Cost \$2,850,000			

### **Project Description**

This project includes the purchase of Software-as-a-Service (SaaS) for a three-year term with an annual subscription fee in addition to consulting fees of \$4.2M to assist with process improvement, testing, training, implementation, deployment, and support. As the complexity and regulatory requirements of the enterprise's sponsored projects continue to grow, the University must modernize its current operations to improve efficiency and effectiveness. This comprehensive suite of software solutions includes replacing existing UA systems used for sponsored projects, conflict of interest, effort certification, IRB (human subjects) and IACUC (animal safety). Additionally, this suite offers new solutions to manage sponsored contract agreements, animal operations, biosafety, and analytics. Implementing a full suite will improve administrative operations and provide faculty transparency and electronic workflow throughout the sponsored life cycle.



Campus	UA		
Project Name	Adobe		
University Unit	Office of Inform	Office of Information Technology	
Project (Ongoing or	New) Ongoing		
Year Project Start	ed	UA System Core Value	
2022		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project 3 Years			
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Teaching & Learning	
Funding Source		Project Type	
Annual Budget (O&M	()	Existing Subscription	
Total Project Cost \$2,850,000		Category Software	
FY 2024-2025 Cost			

### **Project Description**

The Adobe Enterprise Term Licensing Agreement (ETLA) provides Adobe Creative Cloud to all faculty, staff, and students. The annual fees are based on faculty, staff and student headcount. The ETLA is for the three-year period 8/29/2022 - 8/28/2025. The ETLA includes licensing for both UA and UAB. This line item only reflects UA's portion of the contract.



Campus	UA	
Project Name	BenefitFocus	
University Unit	Human Resource	es
Project (Ongoing or N	lew) Ongoing	
Year Project Started	1	UA System Core Value
2021		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years		
Stage of Project FY 2 Year 4	2024-2025	Campus Strategic Directions Enterprise Architecture
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription

### **Project Description**

FY 2024-2025 Cost

**Total Project Cost** 

\$1,050,000

\$225,000

BenefitFocus is The University of Alabama System's benefits administration platform and portal for UA, UAB and UAH. The contract was negotiated for the entire System, but this line item only reflects UA's administrative fee portion of the contract. The contract term is 58 months, beginning 10/1/2021 through 7/31/2026. The annual contract cost will vary based on the number of employees eligible for benefits, with a 2% increase assumed per year.

Category Software



Campus	UA	
_		
Project Name	Blackbaud CRM	
University Unit	Division of Advan	ncement
Project (Ongoing or	New) Ongoing	
Year Project Starte	ed	UA System Core Value
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
<b>Length of Project</b> 5 Years		
Stage of Project FY Year 3	2024-2025	Campus Strategic Directions Community & Collaboration
Funding Source		Project Type
Annual Budget (O&M	)	License Renewal
Total Project Cost \$1,200,000		Category Software
FY 2024-2025 Cost \$240,000		

### **Project Description**

Blackbaud CRM is UA's fundraising platform and database. Originally purchased in 2014, this contract is for maintenance and support. The five-year contract term is 4/15/2023 - 4/14/2028.



Campus	UA		
Project Name	Blackboard Learn	Blackboard Learn	
University Unit	Office of Informati	ion Technology	
Project (Ongoing or	New) Ongoing		
Year Project Starte	ed	UA System Core Value	
2023		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
<b>Length of Project</b> 5 Years			
<b>Stage of Project FY</b> Year 2	2024-2025	Campus Strategic Directions Teaching & Learning	
Funding Source Annual Budget (O&M)	)	Project Type Existing Subscription	
Total Project Cost \$3,130,000		Category Software	
FY 2024-2025 Cost \$620,000			

### **Project Description**

Blackboard Learn is UA's online learning management system (LMS) hosted by Blackboard. The current contract is for the five-year period 10/1/2023 - 9/30/2028. The contract includes subscription and managed hosting.



Campus	UA	
Project Name	Box Cloud Storag	ge
University Unit	Office of Informa	tion Technology
Project (Ongoing or N	New) Ongoing	
Year Project Starte	d	UA System Core Value
2025		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years		States
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Enterprise Architecture
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$750,000		Software
FY 2024-2025 Cost		
\$250,000		

### **Project Description**

Box is a cloud storage and file sharing platform. This contract is for the term 8/1/2025 - 7/31/2028.



Campus	UA	
Project Name	Bryant Museum	Film Scanning
University Unit	Museums, Colleg	ge of Arts & Sciences
Project (Ongoing or N	New) Ongoing	
Year Project Starte	d	UA System Core Value
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
3 Years		
Stage of Project FY 2024-2025 Year 2		Campus Strategic Directions Community & Collaboration
Funding Source Annual Budget (O&M)		Project Type Implementation
Total Project Cost		Category
\$500,000		Staff Augmentation
FY 2024-2025 Cost \$250,000		

### **Project Description**

The Bryant Museum houses over 10,000 analog film assets of historic UA athletic events (primarily football). This project engages Catapult to digitize these films, then catalog and store in a managed cloud vault.



UA

Campus

### Annual Information Technology Budget Plan FY 2024-2025

Project Name	Cisco Enterprise	Cisco Enterprise Agreement for Cisco DNA Wireless Suite	
University Unit Office of Information Technology		ation Technology	
Project (Ongoing or N	lew) Ongoing		
Year Project Started	1	UA System Core Value	
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project			
3 Years			

Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Enterprise Architecture

Funding Source Departmental R&R-Plant	Project Type Existing Subscription	
Total Project Cost \$975,780	Category Software	
FY 2024-2025 Cost \$325,260		

### **Project Description**

Cisco Enterprise Agreement for Cisco DNA Wireless Suite provides the Aironet DNA Advantage license and AP subscriptions needed for each wireless access point. This agreement also includes DNA Spaces used by UA Space Management. The EA provides subscription coverage for up to 6,500 access points. This subscription term is 3/1/2024 - 2/28/2027.



Campus	UA		
Project Name Cisco Enterprise A University Unit Office of Informati		Agreement for WebEx Calling for Education tion Technology	
Year Project Started		UA System Core Value	
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project 5 Years			
Stage of Project FY 2024-2025 Year 2		Campus Strategic Directions Enterprise Architecture	
Funding Source Annual Budget (O&M)	-	Project Type Subscription and Prof Sves	
Total Project Cost \$2,250,000		Category Software	
FY 2024-2025 Cost \$375,000			

### **Project Description**

The Cisco Enterprise Agreement for WebEx Calling provides enterprise end-user licensing and Voice-Over-Internet-Protocol (VOIP) services. This contract will renew licensing and move services from on-premises to the cloud. UA has more than 11,000 devices on its telecommunications network. WebEx Calling provides functionality such as one-to-one calls, conferencing, voicemail, attendant consoles, softphones, and numerous other standard business telecommunication functions. This contract is for the five-year period 6/1/2024-5/31/2029. Professional services for migration to the cloud are included in Year 1 (FY2024) at \$375,000.



Campus

**University Unit** 

### Annual Information Technology Budget Plan FY 2024-2025

<b>-F</b>	On	
Droingt Marna	CISCO Identity Services Engine (ISE)	

Office of Information Technology

Project Name CISCO Identity Services Engine (ISE)

Project (Ongoing or New) Ongoing

Year Project Started 2024	UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years	States
Stage of Project FY 2024-2025 Year 2	Campus Strategic Directions Enterprise Architecture
Funding Source	Project Type
Dangetmontal D&D Dlant	Projection of Contractional Lines.
Departmental R&R-Plant	Existing Subscription
Departmental R&R-Plant  Total Project Cost  \$860,000	Existing Subscription  Category Software

### **Project Description**

Cisco Identity Services Engine (ISE) is a network access control (NAC) solution used to manage endpoint, user, and device access to network resources. This network architecture solution provides better control over access to the network, enhances security, and enforces compliance. This project includes a 36-month subscription for the term 2/15/2024-2/14/2027 and implementation services of \$160,000.



Campus	UA	
Project Name	Clarivate Analytics	
University Unit	University Librarie	s
Project (Ongoing or New	o) Ongoing	
Year Project Started		UA System Core Value
2023		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		Journal of the Control of the Contro
5 Years		
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Teaching & Learning
Funding Source Annual Budget (O&M)		Project Type Existing Subscription
Total Project Cost \$1,573,745		Category Library Subscription
FY 2024-2025 Cost \$314,628		

### **Project Description**

The Clarivate Analytics license covers the products Web of Science, BIOSIS Previews, and JCR - Journal and Highly Cited Data. University Libraries also subscribe to a separate text and data mining API. Clarivate Analytics is a publisher of bibliographic indices and journal citation rates and focuses on scientific and academic research. The length of the license agreement maximizes savings and provides the lowest rate of inflation increases. The prices for the entire period of the license agreement are negotiated and are in effect for the duration of the agreement. Clarivate Analytics is the sole publisher of bibliographic indices and journal citation data. The materials are hosted by Clarivate Analytics and provided through IP access on the University Libraries website. The content within Clarivate Analytics is highly used by UA faculty and students.



Campus	UA		
D		Paratives Planning (EDD) Contains	
Project Name Cloud Enterprise I University Unit Office of Informat		Resource Planning (ERP) System	
Year Project Started		UA System Core Value	
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.	
Length of Project			
3 Years			
Stage of Project FY 2	024-2025	Campus Strategic Directions	
Year 2		Enterprise Architecture	
Funding Source		Project Type	
Central Funds		Implementation	
Total Project Cost		Category	
\$500,000		Staff Augmentation	
FY 2024-2025 Cost			

### **Project Description**

\$250,000

UA published an RFI for a cloud-based ERP system in 2023. UA's current ERP system is hosted on-premises and has been in place for approximately 20 years. The RFI helped educate UA stakeholders about moving to a next-generation cloud-based ERP system. This project will engage professional services to help lead UA through the current and future state process design to prepare for an eventual move to cloud ERP. Services may also be engaged to help lead UA through a thorough RFP development and product evaluation process.



Campus	UA		
Project Name	Concur		
University Unit Procurement Serv		vices	
Project (Ongoing or 1	New) Ongoing		
Year Project Starte	d	UA System Core Value	
Length of Project 3 Years		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.	
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Enterprise Architecture	
Funding Source		Project Type	
Annual Budget (O&M)		Existing Subscription	
Total Project Cost		Category	
\$1,350,000		Software	
FY 2024-2025 Cost			
\$450,000			

### **Project Description**

Concur Solutions is software that electronically processes purchasing cards and travel expenses, direct vendor payments, and cash advances. The contract is for the three-year period 1/1/2023-12/31/2025.



Campus	UA		
Project Name	Cooperative Inst	tute for Research to Operations in Hydrology (CIROH)	
University Unit Alabama Water In		nstitute	
Project (Ongoing or l	New) Ongoing		
Year Project Starte	đ	UA System Core Value	
2022		The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project 5 Years			
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Research	
Funding Source		Project Type	
Contracts & Grants		Subscription and Prof Sves	
Total Project Cost \$35,000,000		Category Infrastructure	
FY 2024-2025 Cost \$7,000,000			

### **Project Description**

Cloud computing resources are needed to support the NOAA Cooperative Institute for Research to Operations in Hydrology (CIROH). Based on initial usage and projected needs for supporting funded research projects, we anticipate annual purchases from three cloud service providers of Microsoft, Amazon, and Google to each potentially be \$1,000,000 per year, starting in the fall of 2023. Currently, awarded grant budgets account for \$240,000 annually of cloud expenditures.

This request will be research needs for data storage, access, and computational cycles. Additional professional services firms such as Lynker Technologies LLC, 2i2c (International Interactive Computing Collaborative), RTI International, and Jupiter Intelligence will be contracted for up to \$1 million each per year of contracted work supporting software development and cloud computing, starting in the fall of 2023. Currently funded and active contracts to Lynker and 2i2c total \$300k annually.



Campus	UA		
Project Name	Data Manageme	nt & Analytics	
University Unit Office of Informat		ation Technology	
Project (Ongoing or	New) Ongoing		
Year Project Starte	ed.	UA System Core Value	
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.	
<b>Length of Project</b> 5 Years			
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Enterprise Architecture	
Funding Source Central Funds		Project Type Implementation	
Total Project Cost \$1,500,000		Category Software	
FY <b>2024-2025 Cost</b> \$275,000			

### **Project Description**

This project will establish, expand, and operationalize the foundational governance structures, processes, and tools that improve the institution's data management and governance capabilities. This project will be accomplished by establishing enterprise-wide data governance structures to align data definitions, priorities, and reporting needs. As part of this effort, UA has procured and is developing a hosted data analytics solution called Higher Education Performance Analytics (HEPA) with the vendor to provide broader enterprise-level reporting capabilities in conjunction with data management and governance efforts. The project costs include professional services, a proof of concept, software/subscriptions, planning, and implementation.



Campus	UA		
Project Name	Ebsco Information Services		
University Unit	University Libraries		
Project (Ongoing or	New) Ongoing		
Year Project Start	ed UA System C	ore Value	
2025	Make higher edu students for succ State.	cation accessible and diverse, prepare our ess, and meet the workforce needs of the	
Length of Project 1 Year	otate.		
Stage of Project FY Year 1	Z2024-2025 Campus Strat Teaching & Lear	egic Directions	
Funding Source Annual Budget (O&M	Project Type  Existing Subscrip	otion	
Total Project Cost	Category		
\$8,400,000	Library Subscrip	tion	
FY <b>2024-2025 Cos</b> \$8,400,000			

### **Project Description**

EBSCO is the leading provider of research databases, e-journal and e-package subscription management, book collection development and acquisition management, and a major provider of library technology, e-books and clinical decision solutions for universities, colleges, hospitals, corporations, government, K12 schools and public libraries worldwide.

Through our close business relationship with EBSCO we acquire the bulk of all journals and monographs that support the teaching and research mission of the University of Alabama. We use a variety of purchasing methodologies with EBSCO, including demand-driven acquisitions that have proven to be the most efficient and effective for purchasing academic e-books. EBSCO partners with the University of Alabama to improve discovery and accessibility to journals, e-books, and databases. EBSCO is a publisher of some content and serves as a vendor to handle payment, access, and usage monitoring for several of our key resources. The total amount paid to EBSCO each fiscal year includes fees for EBSCO published content plus all of the payments for resources from other publishers that are passed through EBSCO to take advantage of the value-added services that help support an R1 institution. EBSCO is recognized nationwide and beyond as a leading partner with academic libraries.



Campus	UA	
Project Name	Ellucian Banner	Software Maintenance & Subscription Services
University Unit	Office of Informa	ation Technology
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		otate.
3 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Year 1		Enterprise Architecture
Funding Source	<del></del>	Project Type
Annual Budget (O&M)		License Renewal
Total Project Cost		Category
\$1,600,000		Software
FY 2024-2025 Cost		
\$500,000		

### **Project Description**

This project is a three-year renewal contract for maintenance and support for UA's ERP system, Banner. The term will be from 10/1/2024 to 9/30/2027. Banner includes the student information system, finance systems, and HR systems, which are comprised of over 15 components and subscription services. UA purchased Banner in March 2002.



Campus	UA	
Project Name	Elsevier	
University Unit	University Librar	ries
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2022		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years		
Stage of Project FY Year 4	2024-2025	Campus Strategic Directions Teaching & Learning
Funding Source Annual Budget (O&M)		Project Type Existing Subscription
Total Project Cost \$10,198,270		Category Library Subscription
FY 2024-2025 Cost \$2,104,368		

#### **Project Description**

The ScienceDirect license is an ongoing subscription to scholarly journals and eBooks. Elsevier is the sole source publisher of ScienceDirect content and the sole source provider of this information. The length of the ScienceDirect license agreement maximizes savings and provides the lowest rate of inflation increases. The prices for the entire period of the license agreement are negotiated and are in effect for the duration of the agreement. The materials are hosted by Elsevier and provided through IP access on the University Libraries website. ScienceDirect provides access to peer-reviewed articles, and UA faculty and students use the content frequently. In addition, Elsevier is the sole source of seven other databases related to STEM materials, such as chemistry data points, engineering materials, citation indexing, and eBook materials. University Libraries added Reaxys, an Elsevier product important to students and faculty in Chemistry, that increased the price.



Campus	UA	
Project Name	Gartner	
University Unit	Office of Informa	ation Technology
Project (Ongoing or New	v) Ongoing	
Year Project Started 2025		UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the
Length of Project 2 Years		State.
Stage of Project FY 20. Year 1	24-2025	Campus Strategic Directions Security & Risk
Funding Source Annual Budget (O&M)		Project Type Existing Subscription
Total Project Cost \$450,000		Category Staff Augmentation
FY 2024-2025 Cost \$215,000		

### **Project Description**

Gartner provides technology research and professional services. Access to the Gartner subscription provides information and data regarding IT trends and new and emerging technologies, helping the IT organization make informed decisions.



Campus UA

Project Name Global Water Security Center IT Infrastructure

University Unit Alabama Water Institute

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2022	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
4 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 4	Research
Funding Source	Project Type
Department of Defense Contract	Contract Renewal
Total Project Cost	Category
\$9,100,000	Infrastructure
FY 2024-2025 Cost	
\$2,635,000	

#### **Project Description**

The Global Water Security Center is an applied research/operational center commissioned with investigating science applications that would enable analysis of environmental (in)security regarding the water, food, energy, and health nexus by understanding the complex economic value of water and demographic dynamics. The Center will maintain full awareness of DoD, Intelligence Community, government, academic, and commercial research and development activities applicable to the GWSC mission and will pursue appropriate science for evaluation, integration, and successful research to operations transition. GWSC's purpose is to provide decision-makers with the most reliable information, ground-breaking research, applied scientific techniques, and best practices so that the hydrologic cycle and its potential impacts can be put in a context for appropriate action and response by the United States.

GWSC will use state-of-the-art cloud services, such as Amazon Web Services. This contract will enable the Center to maintain a critical common operating picture framework and data services operating 24/7 to facilitate data exchanges for UA faculty/students and government officials/diplomats. Additionally, the cloud will ensure continuity of operations and permit next-generation Artificial Intelligence/Machine learning techniques.

The total project includes a professional services agreement to Atmospheric and Environmental Research (AER) totaling \$6,000,000 for developing a data/analytics platform and scientific services. The cloud services requirements for the project will total \$2,300,000. The project also expects \$100,000 - \$300,000 per year in cloud contracts. Multiple software subscriptions of \$160,000 annually are required to deliver visualization and analytic capabilities. The project will be funded through a Department of Defense contract.



Campus	UA	
Project Name	High Performan	ce Computing Colocation and Cloud Services
University Unit	Office of Informa	ation Technology
Project (Ongoing or I	New) Ongoing	
Year Project Starte	ď	UA System Core Value
2022		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		otate.
Stage of Project FY	2024-2025	Campus Strategic Directions Research
Funding Source		Project Type
Departmental R&R-Pla	int	Contract Renewal
Total Project Cost		Category
\$2,500,000		Infrastructure
FY 2024-2025 Cost		
\$500,000		

#### **Project Description**

The demand for research computing resources continues to grow at a rapid pace. High Performance Computing (HPC) environments require additional power and cooling that are not typically provided in a standard data center. OIT has relocated the UA HPC environment from the Gordon Palmer Hall data center to DC BLOX, a colocation facility in Birmingham. This facility has ample cooling and power to accommodate the current HPC environment and provides scalability for future growth.

In addition to utilizing the DC BLOX facility, OIT continues to explore appropriate use cases for HPC cloud services. Certain projects will require cloud services to meet research computing requirements. Educating OIT resources and researchers on HPC cloud services is important to this initiative.

This project will fund annual hosting and/or cloud services to allow OIT to continue to support research computing growth. This hudget line is for ongoing colocation services, cloud hosting services, cloud usage fees, training, and professional services. The HPC clusters and equipment located in this colocation facility will migrate to the new HPC Center when it opens in 2026.



Campus	UA		
Project Name	Identity & Acces	ss Management Program	
University Unit		ation Technology	
Project (Ongoing or	New) Ongoing		
Year Project Start	ed	UA System Core Value	
2023		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
<b>Length of Project</b> 5 Years			
Stage of Project FY Year 3	2024-2025	Campus Strategic Directions Enterprise Architecture	
Funding Source		Project Type	
Annual Budget (O&M	)	Subscription and Prof Svcs	
Total Project Cost \$2,725,000	-	Category Software	
FY 2024-2025 Cos \$1,200,000	1		

### **Project Description**

UA uses at least three different identity providers (LDAP, On-premise Active Directory, and Azure AD), and the fragmented nature of identity has forced UA to adopt many automation processes and workarounds to make certain that critical identity issues are addressed in a timely and accurate manner. UA has been working to build an Identity and Access Management Program (IAM) that consolidates and streamlines identity processes/services under one team. The total project costs include the purchase of an IAM system along with professional service fees of \$500,000 for the implementation. Professional services in the amount of \$225,000 were incurred in Year 1 of the program to build an IAM roadmap.



Campus	UA	
Project Name	Managed Residential Wireless Network Services (Xfinity)	
University Unit	Office of Information Techn	ology
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d UA S	ystem Core Value
2023	Make h student State.	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the
Length of Project	otate.	
5 Years		
Stage of Project FY		us Strategic Directions
Year 3	Enterpr	ise Architecture
Funding Source	Projec	et Type
Annual Budget (O&M)	Contrac	t Renewal
Total Project Cost	Catego	•
\$5,000,000	Infrastr	Infrastructure
FY 2024-2025 Cost		
\$1,000,000	140	

#### **Project Description**

Internet services for UA's residential community are provided by Comcast Cable Communications Management, LLC.



Campus UA

Project Name Metallic Backup Solutions

University Unit Office of Information Technology

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	Chacavar
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	Existing Subscription
Total Project Cost	Category
\$1,600,000	Software
FY 2024-2025 Cost	
\$500,000	

### **Project Description**

Metallic is a subscription-based cloud backup solution for UA's Microsoft 365, virtual machine, and database environments. This solution provides data protection and security for critical systems to ensure business and academic continuity. The renewal contract is for the three-year term, 4/1/2025 - 3/31/2028.



Campus	UA	
Project Name	Microsoft	
University Unit	Office of Informa	tion Technology
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	d	UA System Core Value
2025		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions Enterprise Architecture
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$3,530,800		Software
FY 2024-2025 Cost		
\$1,120,000		

### **Project Description**

Microsoft Enrollment for Education Solutions (EES) is an enterprise subscription agreement by which most Microsoft products are licensed. The agreement licenses all faculty, staff, and students for the Microsoft 365 Suite of products and services, Windows operating system, and client access licenses needed to access servers and production environments for services such as email and directories. This entry is a three-year renewal subscription for the period 5/1/2025 - 4/30/2028. The agreement is based on faculty and staff headcount.



Campus	UA	
Project Name	Oracle	
University Unit	Office of Information Technology	
Project (Ongoing or N	New) Ongoing	
Year Project Started	d	UA System Core Value
2025		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years		
Stage of Project FY : Year 2	2024-2025	Campus Strategic Directions Enterprise Architecture
Funding Source		Project Type
Annual Budget (O&M)		License Renewal
Total Project Cost		Category
\$2,700,000		Software
FY 2024-2025 Cost		
\$945,000		

### **Project Description**

This contract is technical support services and maintenance for enterprise Oracle licensing for the term 7/1/2024-6/30/2027. Oracle provides the database suite of products used in conjunction with the University's ERP system, Banner, an Ellucian product. Also included in the total project cost is the purchase of additional licensing, as UA has reached its licensing threshold. Oracle licensing is based on an unduplicated total faculty, staff, and student headcount.



Campus	UA	
Project Name	PageUp People	
University Unit	Human Resources	
Project (Ongoing or	r New) Ongoing	
Year Project Start	ted	UA System Core Value
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		State.
Stage of Project FY Year 2	Y 2024-2025	Campus Strategic Directions Enterprise Architecture
Funding Source		Project Type
Annual Budget (O&M	1)	Existing Subscription
Total Project Cost		Category
\$1,300,000		Software
FY <b>2024-2025 Cos</b> \$255,000	t	

### **Project Description**

PageUp People is UA's talent management system. The system is used for recruitment marketing, applicant tracing and management, and position description management. The current contract is for the five-year period 1/31/2024-1/30/2025.



Campus	UA	-
Project Name	Procore	
University Unit	Construction Ad	ministration
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	d	UA System Core Value
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 10 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions Enterprise Architecture
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$4,000,000		Software
FY 2024-2025 Cost		
\$400,000		

#### **Project Description**

Procore is a cloud-based platform that allows Construction Administration to house construction project documents, track correspondence, and create management reports all from one place. It creates efficiencies for Construction Administration by allowing the University's project managers, architects, engineers, and contractors access to real-time project information from start to finish. In addition, Procore can interact with software systems that currently support Construction Administration; therefore, Construction Administration will be able to further interface with data from Banner, K2/Everest, and AIM, providing analytical possibilities. Procore also, within its framework, engages with DocuSign. This may further create efficiencies that will enhance its use as a digital approval tool within business operations.

Additionally, Procore offers connections to secondary tools that The University's regular employees use to monitor project impacts such as weather, job site activity (Multi-Vista), and schedule performance. Finally, Procore can interface with Microsoft products, including MS Teams, to ensure that all project stakeholders can be connected no matter where they are or what device they are using. All project stakeholders can leverage Procore to collaborate and track critical project initiatives while ensuring active communication with a single click.



Campus	UA	
Project Name	Sage Publications	
University Unit	University Librarie	es
Project (Ongoing or	New) Ongoing	
Year Project Start	ed	UA System Core Value
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		Julie - Control
Stage of Project FY 2024-2025 Year 2		Campus Strategic Directions Teaching & Learning
Funding Source		Project Type
Annual Budget (O&M	)	Existing Subscription
Total Project Cost \$1,389,903		Category Library Subscription
FY 2024-2025 Cos \$282,940		

### **Project Description**

University Libraries currently provide access to approximately 1,200 journal titles and eBooks from Sage. The breadth and depth of coverage are vast, with titles that span many disciplines. Sage Journals provides access to these titles, with coverage dating back to 1999. Subjects include history, political science, education, business and management, health, sociology, and psychological sciences. These journals are often specialized, providing innovative information for scholarship, research and teaching.



Campus	UA	
Project Name	Splunk	
University Unit	Office of Informa	tion Technology
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2025		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		- Diaco.
3 Years		
Stage of Project FY 2024-2025		Campus Strategic Directions
Year 1		Security & Risk
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$2,250,000		Security
FY 2024-2025 Cost	-	
\$750,000		

#### **Project Description**

This entry is a three-year renewal contract for a Splunk Enterprise subscription. The term will be for the period 2/1/2025 - 1/30/2028. Splunk Enterprise allows the IT Security team to search, analyze, and visualize machine-generated data from any source. This software is critical in providing insights into threats, vulnerabilities, security technologies, and identity information. Splunk is also used with the UA's security operations center (SOC), which provides 24/7 monitoring for cybersecurity-related matters.



Campus

### **Annual Information Technology Budget Plan** FY 2024-2025

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Project Name	Springer Nature Journal

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**University Libraries** University Unit

Ongoing **Project** (Ongoing or New)

Year Project Started 2025	UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project 3 Years	Journal of the Control of the Contro	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Teaching & Learning	
Funding Source Annual Budget (O&M)	Project Type Existing Subscription	
Total Project Cost \$4,133,583	Category Library Subscription	
FY 2024-2025 Cost \$1,324,188		

#### **Project Description**

The Springer Nature license agreement referenced here is undergoing negotiation and is expected to begin at the end of the current contract, which expires December 31, 2024. The length of the contract and costs provided here are estimates. The Springer Nature license is for electronic journal subscriptions, electronic books, book archives, and materials. The length of the license agreement maximizes savings and provides the lowest rate of inflation increases. The prices for the entire period of the license agreement are negotiated and are in effect for the duration of the agreement. Springer Nature is the sole publisher of the journals and books in the package. Students and faculty frequently use Springer Nature journals and e-books. We see use that indicates that the e-books are being used in classes. Our faculty publish in these journals. This online library provides access to peer-reviewed research for all UA faculty and students. The materials are hosted by Springer Nature and provided through IP access on the University Libraries website.



Campus

### Annual Information Technology Budget Plan FY 2024-2025

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Project Name Technolutions - Slate Customer Relationship Management

University Unit Enrollment Management, Graduate School, OTIDE, and Capstone Center for Student Success

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	Work to lead a unified approach to improving education at every level in Alabama.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 3	Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	Existing Subscription
Total Project Cost	Category
\$1,130,000	Software
FY 2024-2025 Cost	
\$229,000	

#### **Project Description**

Slate is a comprehensive CRM system that houses all data on prospective students, such as communications, interactions and applications. The platform integrates all areas of Enrollment Management related to the student admission life cycle, from marketing campaigns with prospective students to the application and scholarship process for admitted students. In addition to Enrollment Management, the Graduate School, OTIDE, and Capstone Center for Student Success utilize Slate. Slate was initially purchased in 2018. The contract term is 7/01/2023 - 6/30/2028.



h Record
nmunity Health Sciences
UA System Core Value
The purpose of improving the lives and health of the citizens of the State of Alabama.
Campus Strategic Directions Enterprise Architecture
Project Type
Software Upgrade
Category
Software

#### **Project Description**

The UA One Health Record project will allow all entities on the UA campus that offer healthcare services to utilize a unified electronic medical record (EMR). The future of healthcare requires a robust EMR that can meet numerous regulatory requirements of CMS, private payors, Information Blocking laws, HIPAA requirements and FERPA requirements. A unified EMR will also support research growth and provide an infrastructure that ensures high-quality data and data security and privacy. The One Health Record will provide electronic medical record services to 9 campus partners: University Medical Center, Student Health Center, Speech and Hearing, Autism Clinic, Capstone Village, Youth Services Institute, and the Counseling Center and Psychology Clinic. The project's total cost includes the electronic medical record, practice management solution, patient portal, online payment, mobile access, interface with the in-house and outside lab vendors, interface with the Alabama Department of Public Health and Imprint, interoperability capabilities, population health management resources, and four years of annual maintenance costs. The project cost also includes the ability to self-host the solution locally in the Gordon Palmer data center. The solutions requested will move us towards the seamlessness required to support the ever-increasing demands on healthcare today. It is imperative to the success of our clinical practices and academic and research missions to have an EMR system that supports compatibility and integration with all healthcare entities on the UA campus.

This project is in the discovery phase. An RFP will determine the final project cost.



Campus	UA

Project Name VMware Licensing

University Unit Office of Information Technology

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value	
2025	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project 3 Years		
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Enterprise Architecture	
Funding Source	Project Type	
Annual Budget (O&M)	Existing Subscription	
Total Project Cost	Category	
\$750,000	Software	
FY 2024-2025 Cost		
\$250,000		

### **Project Description**

VMware provides virtualization and cloud computing software, allowing the efficient utilization of computer hardware. Over 80% of UA's non-HPC computing is virtualized with VMware products. The three-year agreement is for the term 4/28/2025 - 4/27/2028.



Campus	UA	
Project Name	Wiley Online Library	
University Unit	University Libraries	
Project (Ongoing or )	New) Ongoing	
Year Project Starte	d	UA System Core Value
2023		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years		
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Teaching & Learning
Funding Source Annual Budget (O&M)	+	Project Type Existing Subscription
Total Project Cost \$3,644,641		Category Library Subscription
FY 2024-2025 Cost \$725,346		

#### **Project Description**

Wiley Online Library is an ongoing subscription of scholarly journals, reference works, and databases negotiated through the Network of Alabama Academic Libraries for the University of Alabama. Wiley is the sole source provider of this information. The Wiley Online Library journal package includes the following: online journals, backfiles of journals, online reference works, and specialized journal databases such as AnthroSource, the main database for Anthropology. Wiley is the sole source publisher of journals, reference works, and books in this package. The online library includes over 1,600 journals, 225 reference works, and over 22,000 online books. These span a range of subject areas. This online library provides access to peer-reviewed research for all UA faculty and students. The materials are hosted by Wiley and provided through IP access on the University Libraries website.



# Annual Information Technology Plan 2024-2025



Campus	UAB	
Project Name	Advancement CR	M - Salesforce
University Unit	Advancement	
Project (Ongoing or Ne	w) New	
Year Project Started		UA System Core Value
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years		
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Community engagement
Funding Source Annual Budget (O&M)		Project Type
		Implementation
Total Project Cost \$5,319,250		Category Software
FY 2024-2025 Cost \$1,622,734		

#### **Project Description**

UAB Advancement is looking at replacement solutions for our primary CRM, Ellucian CRM Advance, which is an integral part to the University's fundraising and engagement mission.

UAB Advancement has been utilizing the Ellucian CRM Advance and ETHOS tools since 2018. In 2022, UAB Advancement came to realize that after numerous conversations and promises at various levels with Ellucian, who had multiple ownership/leadership changes between 2014 and 2024, the capabilities of ETHOS and Ellucian's ability to enter into a Business Associates Agreement (BAA) with UAB were at a stalemate. At this time, UAB began inquiring to others in the Advancement industry regarding new solutions and products on the market that could meet the needs not met by our current solution in addition to not losing any existing functionality. During that time, UAB found that there was an opportunity to explore solutions that were imbedded to the Salesforce ecosystem. With Salesforce already having multiple solutions deployed at UAB, we started inquiring about the different solutions that were available. To continue our due diligence, UAB Advancement worked with a third-party consultant, Huron, to perform a full technology assessment both looking at processes and technology solutions. This engagement included interviews with those within Advancement and institution-wide including our campus partners from UAB Information Technology, UAB Health System Information Technology, Provost, University Relations, Human Resources, and Financial Affairs. Within this assessment, we asked Huron to provide any estimated cost prospectus should their recommendation be for UAB to move forward with a new Advancement solution. They agreed within their assessment that a Salesforce solution would better meet and exceed the needs of UAB Advancement and provided estimated costs for both product and implementation.

UAB Advancement now seeks to move forward with the process of reviewing potential software vendors utilizing Salesforce. Once a decision has been made for this product, we will move forward with that information to examine potential implementation partners based on their experience and expertise with the chosen product. UAB Advancement is working closely with UAB Financial Affairs and UAB Purchasing on the proper procurement steps for these reviews.



Campus	UAB	UAB	
Project Name	Electronic Rese	Electronic Research Administration System - Huron	
University Unit	Research		
Project (Ongoing or 1	New) New		
Year Project Starte	d	UA System Core Value	
2024		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.	
Length of Project 5 Years			
Stage of Project FY	2024-2025	Campus Strategic Directions Research	
Funding Source Annual Budget (O&M)		Project Type Software Upgrade	
Total Project Cost \$27,357,682		Category Software	
<b>FY 2024-2025 Cost</b> \$5,374,072			

#### **Project Description**

An Electronic Research Administration System (eRA) is integral to the UAB strategic initiative of increasing research expenditures to \$1B by 2030. The Office of Research will be implementing a new campus-wide system of record for all offices under the Vice President for Research and the faculty/staff who participate in all types of research as well as other non-research programs. This new system will support electronic submission of all research related grant and contracts including clinical trial agreements, compliance forms and connect the operations of the Offices of the Institutional Review Board for Human Use, Institutional Animal Care and Use Committee, and Institutional Biosafety Committee, along with Office of Sponsored Programs, Material Transfer Office and the Office of Conflict of Interest Review Board.

The overall objective of the system is to effectively provide a single electronic solution for the submission and administration of sponsored projects, humans and animal protocol management, including all required regulatory and compliance requirements and research animal facilities management, including census and billing. The new system will allow electronic management of multiple processes, workflows, and approvals that are critical for the daily operations of the UAB research community and the Office of Research units. This is an essential project in order to meet the \$1B goal of research grant funding by 2030. This cost includes running current system and new system transition.

In 2023, The UAB Office of the President initiated the research strategic initiative, "Growth with a Purpose". The results of this initiative highlighted the need to invest in innovative, enterprise-wide technology solutions. One of the five priority areas identified in the report (https://sites.uab.edu/researchib/updates/) for immediate action was the replacement of the current eRA software solution. After a thorough examination of the two vendors identified as having the ability to meet UAB's diverse needs, Huron Research Suites (HRS) was recommended by the Project eRA Steering Committee to be UAB's next generation eRA system (pending BOT IT plan approval). The procurement will be processed utilizing the existing E&I Cooperative Services agreement.



Campus	UAB	
Project Name	Procore (projec	t mgmt system)
University Unit	Facilities	
Project (Ongoing or I	New) New	
Year Project Starte	d	UA System Core Value
2024		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 5 Years		Circuity.
Stage of Project FY	2024-2025	Campus Strategic Directions Education
Funding Source Departmental R&R-Pla	nt	Project Type Software Upgrade
Total Project Cost \$864,275		Category Software
FY 2024-2025 Cost \$172,855		

#### **Project Description**

Procore is a construction project management system being implemented for estimating, contracting, managing, and closing construction projects. This project involves migrating UAB's Planning, Design, and Construction Department from its existing system (E-Builder) to Procore, which is the most widely used construction software in the world. This software is already in use at UA, and UAH and we are utilizing a cooperative agreement for the purchase. We will use Procore for a minimum of five years. The annual payment is calculated on the number and size of projects, so there will be variation year to year (currently using the estimate provided by Procore (\$172,855 x 5 years = \$864,275.) FY24 cost includes implementation fees of \$323,540.



Campus	UAB	
Project Name	Project for Enhanced Metabolomics/Lipidomics	
University Unit	School of Medicine	
Project (Ongoing or 1	New) New	
Year Project Starte	d	UA System Core Value
2024		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
<b>Length of Project</b> 1 Year		
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Research
Funding Source		Project Type
Contracts & Grants		Implementation
Total Project Cost		Category
\$790,748		Software
FY 2024-2025 Cost		
\$790,748		

### **Project Description**

This instrument and software will assist in the project to study molecular interactions in the School of Medicine. This project is funding by an NIH grant.



Campus	UAB			
Project Name	Siemens (Cam	Siemens (Campus Desigo)		
University Unit	Facilities	Facilities		
Project (Ongoing or I	New) New			
Year Project Starte	ed.	UA System Core Value		
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.		
Length of Project  1 Year				
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Education		
Funding Source		Project Type		
Departmental R&R-Plant		Software Upgrade		
Total Project Cost		Category		
\$44,500		Software		
FY 2024-2025 Cost \$44,500				

### **Project Description**

Siemens to migrate all CAMPUS Building Automation (BAS) graphical screens from Insite to Desigo and provide redundant server. This is a significant software migration project.



UAB	
Siemens (Hospital Desigo)	
Facilities	
Iew) New	
	UA System Core Value
	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
2024-2025	Campus Strategic Directions Education
	Project Type
nt	Software Upgrade
	Category
	Software
	Siemens (Hospi Facilities

### **Project Description**

Siemens to migrate all HOSPITAL Building Automation (BAS) graphical screens from Insite to Desigo and provide redundant server. This is a significant software migration project.



Campus	UAB	
Project Name	Sunflower	
University Unit	Financial Affairs	
Project (Ongoing or N	New) New	
Year Project Starte	d	UA System Core Value
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		
3 Years		
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Education
Funding Source		Project Type
Central Funds		Contract Renewal
Total Project Cost		Category
\$426,000		Software
FY 2024-2025 Cost		
\$242,000		

# **Project Description**

The Sunflower software manages UAB assets. UAB will need to do a true up for Sunflower this year and switch to higher licensing level (\$750 million - \$2 B) due to increase in the value of assets managed. A \$150,000 onetime true up cost will be paid in FY25 with an increase in the annual support costs from previous years to \$92,000.



Campus	UAB	
Project Name	Touchnet (Bill Pay	ment Suite)
University Unit	Financial Affairs	
Project (Ongoing or	New) New	
Year Project Starte	ed.	UA System Core Value
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years		
Stage of Project FY Year 1	2024-2025	Campus Strategic Directions Education
Funding Source		Project Type
Central Funds		Software Upgrade
<b>Total Project Cost</b>		Category
\$615,304		Security
<b>FY 2024-2025 Cost</b> \$413,968		

### **Project Description**

UAB is evaluating another TouchNet product Bill Payment Suite which presents a better account management interface for students & parents and also presents opportunities to streamline several business processes like Refunds, Deposits, Payment Plans etc. The mobile version of the product is included in the suite of products which will let staff and students access this product via phones or tablets. First year required buying licenses and second and third year are support costs only.



Campus	UAB	
Project Name	UKG (Kronos)	Paid Time Off (PTO) accrual module
University Unit	HR	
Project (Ongoing or N	lew) New	
Year Project Started	1	UA System Core Value
2024		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project		endeavor.
5 Years		
Stage of Project FY:	2024-2025	Campus Strategic Directions
Year 1		Education
Funding Source		Project Type
Central Funds		Software Upgrade
Total Project Cost		Category
\$1,710,000		Software
FY 2024-2025 Cost		
\$342,000		

### **Project Description**

This expense includes estimated yearly renewal of the license and support fees of UKG Kronos system expansion to include Paid Time Off (PTO) accrual module. This is a five-year contract. Year 1 expense also includes one time project fees. This project is adding new functionality to the Kronos software that is already being utilized on campus.



Campus	UAB	
Project Name	Adam Matthew	Digital LTD
University Unit	Provost	
Project (Ongoing or 1	New) Ongoing	
<b>Year Project Starte</b> Ongoing	d	UA System Core Value Make higher education accessible and diverse, prepare our
<b>Length of Project</b> 5 Years		students for success, and meet the workforce needs of the State.
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source Annual Budget (O&M)		Project Type Existing Subscription
Total Project Cost	-	Category
\$2,500,000		Library Subscription
FY 2024-2025 Cost \$500,000		

#### **Project Description**

Adam Matthews provides subscriptions to primary source digital collections that support the education, scholarship, and research of UAB students, faculty, staff, and researchers.

Adam Matthews is a key partner in providing digital information from global archives that provide undiscovered and underrepresented historical collections. Adam Matthews collections provide research materials on gender studies, American history and consumer culture, Asian history, African history, African American history, Indigenous histories, medical services, and warfare, etc.



Campus	UAB	
Project Name	Adobe Creative C	ampus
University Unit	Information Tech	inology
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	d	UA System Core Value
2022		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 3 Years		otale.
Stage of Project FY	2024-2025	Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost	-	Category
\$2,700,000		Software
FY 2024-2025 Cost		
\$900,000		

### **Project Description**

The Adobe Creative Cloud suite of tools enhances students' learning experience by helping them develop digital literacy skills, which are critical to their success in the job market. With this contract, UAB was also able to terminate the contract with DocuSign.

Providing the Adobe suite of creative tools free to students will play a crucial role in meeting our goals and principles by providing students innovative course and research offerings and hands-on learning with tools that are in high demand in today's workforce.



Campus	UAB	
Project Name	American Chemi	ical Society
University Unit	Provost	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
Ten Troject Starteu		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		State.
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$2,000,000		Library Subscription
FY 2024-2025 Cost	_	77 1
\$400,000		

### **Project Description**

American Chemical Society provides subscriptions to journal articles, books, book chapters, and databases that support education, scholarship, and research of UAB students, faculty, staff, and researchers. American Chemical Society is recognized as a leading publisher of authoritative scientific information and is one of the largest scientific organizations in the world. Over 80 journals published by the American Chemical Society are ranked as the "most trusted, most cited and most read."

Library vendors will raise prices on an annual basis for a variety of reasons including inflation and their increasing costs to produce and provide the resource, or to obtain funds to improve and keep up with the latest technology for preserving, digitizing, providing the library resource, etc. Another factor that impacts library resource costs is the merging or consolidation of library resource vendors through mergers and corporate acquisitions. We negotiate to the best of our ability to limit, hold constant or reduce the annual increase. Resource usage is generally not a factor that impacts pricing; however, increases or changes to the University student FTE is a factor that our vendors take into consideration.



Campus	UAB	
Project Name	Anthology (was	ampus Labs name change)
University Unit	Provost	
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	d	UA System Core Value  Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 4 Years		
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Education
Funding Source Annual Budget (O&M)		Project Type Contract Renewal
Total Project Cost \$750,000		Category Software
FY 2024-2025 Cost \$152,705	-	

### **Project Description**

This software is used for the assessment and accreditation process for the entire UAB campus.UAB has been in an agreement with Anthology/Campus Labs/IDEA for the last 8+ years.



Campus	UAB	
Project Name	Apogee Telecom	
University Unit	Student Affairs	
Project (Ongoing or )	New) Ongoing	
Year Project Starte	ed	UA System Core Value
2019		Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 10 Years		
Stage of Project FY 2024-2025 Year 6		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost		Category
\$13,070,564		Infrastructure
FY 2024-2025 Cost		
\$1,191,445		

### **Project Description**

There is administrative and financial benefit to UAB combining two separate contracts (with Apogee) into one agreement utilizing the ACCS (Alabama Community College System) Joint Purchasing Agreement 2019 competitive award as the base terms and conditions while negotiating enhanced pricing benefit for current and future volume. UAB is in year six of a 10-year contract that duplicates network capability but does not provide the residence halls with the 100Gbps speed of the UAB wired network.

This provides residential networking (resNet), Wi-Fi, and Cable Television Management services for UAB Residence Halls.



Campus	UAB	
Project Name	Ascend Learning	Holdings LLC / Assessment Technologies Institute, LLC
University Unit	School of Nursing	
Project (Ongoing or N	New) Ongoing	
Year Project Started	i	UA System Core Value
2021		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		
Stage of Project FY 2024-2025 Year 5		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost \$4,689,600		Category Software
FY 2024-2025 Cost \$937,920		

#### **Project Description**

Ascend Learning Holdings LLC/Assessment Technologies Institute, LLC services/products prepares students to take the NCLEX (Nursing Board Certification) by providing content tutorials, case studies, and quiz banks focused on NCLEX exam preparation as well as a live course review.

The product solutions are designed to work together, informing one another, reinforcing concepts and solidifying ideas. It's not about measuring students against one another; it's about providing the information and remediation students need to ultimately prepare and pass the NCLEX®. From eBooks to formative quizzes to video case studies, the tutorials provide the breadth and depth students need to become practice-ready nurses while appealing to all learning styles. Product solutions like Focused Review® help students remediate, improve, and deepen their understanding of concepts and material. Computer-based simulations provide students with the opportunity to improve their clinical reasoning skills by applying their knowledge, making decisions, and dealing with the consequences. The 12 point test-writing process ensures the consistent delivery of high-quality, reliable test items. ATI product solutions are designed to work together to help students master core content, develop into practice-ready nurses, and succeed on the NCLEX.

Additional cohorts have increased the cost. A few additional services have been added such as a remediation program, which drove the attrition rate down to 2.2% at the highest in the Spring 2024 cohort.



Campus	TYAD	
Campus	UAB	
Project Name	Axiom Budgeting	Software (Kaufman Hall)
University Unit	Financial Affairs,	/rr
Project (Ongoing or N	(ew) Ongoing	
Year Project Started		UA System Core Value
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project		
5 Years		
Stage of Project FY 2	2024-2025	Campus Strategic Directions
Year 2		Education
Funding Source		Project Type
Central Funds		Contract Renewal
<b>Total Project Cost</b>		Category
\$2,040,000		Software
FY 2024-2025 Cost		
\$408,000		

## **Project Description**

Kaufman Hall's Axiom Budgeting software for Higher Education incorporates best-practice budget methodologies to support efficient, accurate, and transparent budget development. Axiom Budgeting helps college and university leaders streamline the budgeting process and collaborate across departments, functions, and schools.

This expense is for the renewal of Axiom Financial Software — Reporting and Analytics Suite, Planning Suite, Long-Range Planning Suite, Revenue and Costing Analytics Suite, and Enrollment Planning for Higher Education.



UAB	
Benefit Focus	
Human Resources	
New) Ongoing	
d	UA System Core Value
	Work to help lead a unified approach to improving the economy, opportunities, and comprehensive health care for all citizens of Alabama.
2024-2025	Campus Strategic Directions Education
	Project Type
	Contract Renewal
	<b>Category</b> Software
	Human Resources New) Ongoing



Campus	UAB	
Project Name	Box	
University Unit	Information Tec	chnology
Project (Ongoing or	New) Ongoing	
Year Project Start	ed	UA System Core Value
2024		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
<b>Length of Project</b> 4 Years		
<b>Stage of Project FY</b> Year 2	2024-2025	Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M	)	Contract Renewal
Total Project Cost \$931,250		Category Infrastructure
FY 2024-2025 Cos \$186,250	t .	

## **Project Description**

Box allows faculty, staff, and researchers to collobarate easily and store files in the cloud for work and research needs. The system also allows the files to be easily shared with outside users such as other universities and researchers partnering on a project. In a changing environment of cloud providers putting limits on storage, UAB was able to secure a four-year deal with a one-year extension to five years to lock in our pricing and unlimited storage. This resourse is key to meeting UAB's ambitious research and academic goals.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

Campus	UAB	UAB	
Project Name C2 Technology (was Crosby Communications)		was Crosby Communications)	
University Unit Information Tech		mology	
Project (Ongoing or N	ew) Ongoing		
Year Project Started		UA System Core Value	
2021		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project		- Suites	
2 Years			
Stage of Project FY 2 Ongoing	024-2025	Campus Strategic Directions Education	

# Funding Source Annual Budget (O&M) Project Type Contract Renewal Category

Total Project Cost	Category
\$1,700,000	Staff Augmentation

# FY 2024-2025 Cost

\$850,000

#### **Project Description**

Institutional Network Communications is installing the network physical connections throughout the campus. The partner is temporarily augmenting our existing workforce due to a surge in new building construction and remodeling. It would not be financially prudent to hire permanent employees to address a temporary surge.

The physical network installation is a core business system for the campus and essential component to daily operations. This installation is generally applied to new building construction and remodels.

INC is a vendor and is not a specific project; our contract is open/unit bid. INC allows the University to have set prices for network installation items which support other projects. Almost all INC items are pass-through to other projects. New buildings and remodels cover the majority of INC billings. The rest is a combination of specific projects (generally IT projects) and Adds/Moves/Changes. Adds/Moves/Changes are by departmental request and billed back to their department or project. As these are not central IT projects or requests, we cannot give a specific amount that will be paid to INC. We have estimated \$800K to \$1.2M, which is based on historical averages over the last few years.



Campus	UAB		
Project Name	Cengage Learnin	Cengage Learning Inc (Gale)	
University Unit	Provost		
Project (Ongoing or I	New) Ongoing		
Year Project Starte	d	UA System Core Value	
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
<b>Length of Project</b> 5 Years			
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education	
Funding Source		Project Type	
Annual Budget (O&M)		Existing Subscription	
Total Project Cost \$4,000,000		Category Library Subscription	
FY 2024-2025 Cost \$800,000			

## **Project Description**

Cengage Learning (Gale) provides subscriptions to books, primary source materials and information databases that support education, scholarship, and research of UAB students, faculty, staff, and researchers. Cengage Learning provides access to full-text article databases and unique resource documents covering multidisciplinary topics such as civil rights, women's history, disabilities, business, health, etc.



Campus	UAB		
Project Name	Citrix-Cloud Virt	ıal Desktop	
University Unit Information Techn		nnology	
Project (Ongoing or New	y) Ongoing		
Year Project Started 2020		UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the	
Length of Project Ongoing		State.	
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education	
Funding Source Annual Budget (O&M)		Project Type Contract Renewal	
Total Project Cost \$956,690		Category Software	
FY 2024-2025 Cost \$239,173			

## **Project Description**

Virtual desktop licenses to assist in remote work for the campus. The initial purchase was funded from COVID Relief Funds. The current agreement is 3 years. The total project cost includes previous agreements.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

Project Name Classroom Refresh

University Unit Information Technology

UAB

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value  Work to lead a unified approach to improving education at
2022	every level in Alabama.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 3	Education
Funding Source	Project Type
Central Funds	Hardware Replacement
Total Project Cost	Category
\$11,428,510	Infrastructure
FY 2024-2025 Cost	
\$2,285,702	

## **Project Description**

These costs allow us to maintain the classroom technology standard for 166 classrooms on campus. These classrooms are on a five-year refresh schedule and include Provost- and school-managed classrooms. The current classroom standard includes a lectern, all-in-one touch screen computer, projector(s), projection screen(s)/surfaces(s), speakers, microphones, document camera, external inputs (HDMI, Wireless), lecture capture, and assistive listening devices. This request is the estimated cost to refresh all of the technology in 1/5 of the classrooms. We will consider the current standard, the technology in the specific classrooms, and current costs to more accurately determine the cost each year.



Campus	UAB		
Project Name	Cloud-For-Good		
University Unit	University Relatio	ons	
Project (Ongoing or N	ew) Ongoing		
Year Project Started		UA System Core Value	
2019		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project		_ State.	
5 Years			
Stage of Project FY 2	024-2025	Campus Strategic Directions	
Year 5		Education	
Funding Source		Project Type	
Central Funds		Contract Renewal	
Total Project Cost		Category	
\$7,500,000		Software	
FY 2024-2025 Cost	,		
\$1,500,000			

## **Project Description**

Increased competition for students and the rise of digital connectivity in all sectors are requiring universities to engage in business practices and digital strategies not unlike Fortune 500 companies. To compete in a hyper competitive education and health market, it is imperative our communications and processes engage in digital transformation.

Implementing Salesforce Marketing Cloud & CRM (Customer Relationship Management) helps promote the UAB strategic plan by:

Reducing duplication of communication and marketing tools across the university, optimizing resources for better tools, as well as increasing cost savings university wide.

Significantly increasing internal and external stakeholder engagement by establishing a centralized CRM (Customer Relationship

Management) for the university, leading to more strategic communications and 360-degree view of stakeholders.

•Significantly impacting enrollment across the board by implementing a dynamic online lead form embedded across all degree-related sites; capturing touch points into a central CRM (Customer Relationship Management).

•Increasing student success and retention through holistic view of student in central CRM (Customer Relationship Management).

Cloud-for-Good will help UAB implement Salesforce Marketing Cloud & Salesforce CRM (Constorner Relationship Management) as part of laying the groundwork for UAB's digital strategy. Cloud-for-Good will work in phases to implement CRM (Customer Relationship Management), first focusing on marketing and communications and then focusing on graduate, undergraduate, and online recruitment. Phase 3 will include student services, advising, OneStop student services, and career center.

The Cloud-for-Good MSA was signed on January 14, 2020. So, we are in year 5 of 5, as the MSA will expire in January 2025. The last time we used Cloud-for-Good was May 2023. Advancement is looking at implementing Salesforce in the next 2-3 years and will be using a partner and will be leveraging outside professional services. In addition, Cloud-for-Good built the Graduate School application in Salesforce, and they are the only ones that can perform some edits so there might be a possibility we need to contract with them for updates in the future.



Campus	UAB	
Project Name	Data Center services for hosting High Performance Computing for Research	
University Unit	Information Tech	nology
Project (Ongoing or New	w) Ongoing	
Year Project Started		UA System Core Value
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project		Chacavor.
5 Years		
Stage of Project FY 2024-2025 Year 2		Campus Strategic Directions Research
Funding Source Annual Budget (O&M)		Project Type Implementation
Total Project Cost		Category
\$3,173,760		Infrastructure
FY 2024-2025 Cost \$634,752		

## **Project Description**

In FY21, Research Computing received an Intel Innovation Award and Educational Trust Fund money to add infrastructure in support of COVID research. The infrastructure was deployed to DC Blox, a Birmingham data center, because we already were at capacity for our allocation of power and cooling in the campus data center facility. DC Blox was the only facility in the region with enough power, cooling, and space to a host our systems. It allows us to continue to expand capacity to meet research demands. This budget item has been part of the Annual Budget (O&M) since FY21 as part of the HPC line item. It is now listed as a separate line in this plan due to the cost amount.



Campus	UAB	
Project Name	E- Builder	
University Unit	Facilities	
Project (Ongoing or N	lew) Ongoing	
Year Project Started	1	UA System Core Value
2017		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project Ongoing	1, 3, 4,	
Stage of Project FY a	2024-2025	Campus Strategic Directions Innovation and economic development
Funding Source		Project Type
Departmental R&R-Pla	nt	Contract Renewal
Total Project Cost		Category
\$1,657,125		Software
FY 2024-2025 Cost		
\$190,575		

## **Project Description**

Facilities' Planning/Design/Construction department uses E-Builder to manage all construction projects. EB is interactive with our contractors and architects and provides financial and project management services. E-Builder replaced a "home grown" system that was outdated. This will be our seventh and final year to renew.



Campus	ITAD		
Campus	OAB	UAB	
Project Name EBSCO Master Li		ibrary Database License	
University Unit	Provost		
Project (Ongoing or N	(ew) Ongoing		
Year Project Started		UA System Core Value	
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project			
Ongoing			
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education	
Funding Source		Project Type	
Annual Budget (O&M)		Existing Subscription	
Total Project Cost		Category	
\$3,200,000		Library Subscription	
FY 2024-2025 Cost			
\$2,000,000			

#### **Project Description**

EBSCO provides subscriptions, databases, and e-journal services to the University.

EBSCO is the world's largest intermediary between libraries and publisher, belping to drive awareness of publisher content by providing an intuitive platform for direct access to information for end users. EBSCO partners with thousands of publishers and content providers to license hundreds of thousands of titles. Their content provides global reach, with tens of thousands of library customers and millions of users worldwide.



Campus	UAB	
Project Name	Ellucian	
University Unit	Provost	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2020		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		Julio.
4 Years		
Stage of Project FY 2024-2025 Year 4		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost		Category
\$2,743,897		Software
FY 2024-2025 Cost		
\$502,000		

#### **Project Description**

Ellucian is a foundational software system that backs up UAB's BlazerNET portal, the system of record for grades, class registration, degree planning and advising.

This agreement provides continued maintenance and support for student ERP services facilitating aspects including admission, enrollment, and financial aid.

This contract will be up for renewal at the end of the calendar year.



Campus	UAB	
Project Name	Elsevier	
University Unit	Provost	
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	d	UA System Core Value
2020		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$5,840,000		Library Subscription
FY 2024-2025 Cost		
\$3,200,000		

## **Project Description**

Elsevier provides access to published journal titles, book chapters and handbook series support research and scholarly endeavors of all UAB students, faculty, staff and researchers.

The renewal of this product will continue to provide the ability to access research journals, book chapters, handbooks, etc. This number is inclusive of UAB's portion of the UA system contract with Elsevier. This is an ongoing subscription that was renewed in 2021. Total project cost is the yearly cost multiplied by the years of the contract not the total amount spent.

UA System Journal package agreement runs through December 2026.



Campus	UAB	
Project Name	Gartner	
University Unit	Information Tec	chnology
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2021		Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 3 Years		
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source Annual Budget (O&M)		Project Type Existing Subscription
Total Project Cost \$1,463,936		Category Software
<b>FY 2024-2025 Cost</b> \$428,936		

#### **Project Description**

Gartner is a subscription service that provides technical resources, best practices and research articles for IT and campus. There are two service agreements, and both are 3-year terms and run on different renewal cycles. These are combined service agreements. One agreement is from 9/1/21 to 8/31/24 and the other one is from 8/1/2023 to 7/31/26. Both agreements fall under the master agreement but have different fees and services that overlap time periods. Last year we had a one-year fee for the business continuity project.

Gartner is the industry-leading, world's largest consulting group that provides resources that are shared across IT and campus. UA, UAB, and UAB Healthcare use Gartner services.



Campus	UAB	
Project Name	Guideway Healt	hcare analytics
University Unit	HR	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2019		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	•	ciidcavoi.
4 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Ongoing		Patient Care
Funding Source		Project Type
Central Funds		Contract Renewal
Total Project Cost		Category
\$3,427,800		Software
FY 2024-2025 Cost		
\$685,560		

#### **Project Description**

Guideway Healthcare analytics provides predictive analytics to help employees reduce health care costs.

This product provides support to employees as patients of UAB hospital by improving patient and provider experience and outcomes, improving efficiency and satisfaction to reduce healthcare costs. Due to COVID, the implementation of this service was delayed and Guideway did not bill for the first year. UAB plans to extend the agreement for an additional year with no increase in total contract amount.



Campus	UAB	
Project Name	High Performanc	e Computing Support for Researchers
University Unit Information Tech		anology
Project (Ongoing or Ne	w) Ongoing	
Year Project Started		UA System Core Value
2016		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project Ongoing		Chiaca vor.
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Research
Funding Source Annual Budget (O&M)		Project Type Implementation
Total Project Cost		Category
<b>\$7,300,00</b> 0		Infrastructure
FY 2024-2025 Cost \$1,600,000		

#### **Project Description**

UAB has made annual strategic investments in research computing (RC) services since 2016 to make computational resources available for its investigators. The results have been remarkable. From FY16 to FY23, the user base has grown from 492 users to 2632. The total awards supported by RC has grown from \$18.4 million (3.8%) to \$148.9 million (19.2%). In this time, we have greatly expanded the computing capacity (from 3,000 cores to nearly 11,000) and added over 200 GPUs, increased total storage capacity from 3Pb to 27Pb, added new private cloud and Kubernetes platforms, deployed over 4700 software packages and automated many services. RC spans two data centers (Technology Innovation Center and DC Blox-Birmingham). The Return on Investment in FY23 (calculated as total awards supported by RC/RC annual budget) is 35:1. This project supports ongoing innovation and upgrades to Research Computing Systems that are critical for UAB's research growth. Total project cost is since FY20.



Campus UAB

Project Name Hitachi Vantara

University Unit Information Technology

Project (Ongoing or New) Ongoing

Year Project Started UA System Core Value

2021 Make higher education accessible and diverse, prepare our

students for success, and meet the workforce needs of the

State.

Length of Project

5 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 4 Education

Funding Source Project Type

Annual Budget (O&M) Contract Renewal

Total Project Cost Category
\$1,012,740 Infrastructure

FY 2024-2025 Cost

\$202,548

#### **Project Description**

These server storage units support multiple current core business systems. This initiative supports consolidation of sensitive data from departments and colleges to the highly secure university data center.

This expense is for the continued lease of a storage array, as well as annual adjustments for growth and maintenance of current capital equipment.



Campus	UAB	
Project Name	Instructure (f/k/	'a Canvas)
University Unit	Provost	
Project (Ongoing or N	New) Ongoing	
Year Project Starte	1	UA System Core Value
2020		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		- State.
5 Years		
Stage of Project FY 2024-2025 Year 4		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost		Category
\$1,933,720		E-Learning
FY 2024-2025 Cost \$386,744		

#### **Project Description**

Instructure is foundational to online learning initiatives, streamlines digital tools and content for a simpler, more connected learning management system and is essential to successful remote teaching and learning.

This platform allows schools to build the digital learning environment that meets the unique challenges faced by their institution. Canvas simplifies teaching, elevates learning and eliminates the headaches of supporting and growing traditional learning technologies. Canvas is made up of a powerful set of highly integrated learning products that allow institutions to maximize the functionality.



Campus	UAB	
Project Name	Ithaka Harbors In	c
University Unit	Provost	
Project (Ongoing or	New) Ongoing	
Year Project Starte	d	UA System Core Value
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost \$1,500,000		Category Library Subscription
FY 2024-2025 Cost \$300,000		

## **Project Description**

Ithaka provides unlimited full text access to more than 12 million journal articles, books, images and primary sources in 75 disciplines. It supports education, scholarship and research of all UAB students, faculty and staff.



Campus	UAB	
Project Name	Kaltura	
University Unit	Provost	
Project (Ongoing or )	New) Ongoing	5
Year Project Starte	d	UA System Core Value
2023		Work to lead a unified approach to improving education at every level in Alabama.
Length of Project		
1 Year		
Stage of Project FY	2024-2025	Campus Strategic Directions
Year 1		Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost		Category
\$226,908		E-Learning
FY 2024-2025 Cost		
\$226,908		

## **Project Description**

Kaltura is a lecture capture cloud platform for classrooms that enables hybrid teaching and learning. Kaltura is on a yearly renewal cycle.



Campus	UAB	
Project Name	LifeTrac	
University Unit	Hospital	
Project (Ongoing or	New) New	
Year Project Starte	ed	UA System Core Value
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year		
Stage of Project FY Year 1	2024-2025	Campus Strategic Directions Patient Care
Funding Source		Project Type
Contracts & Grants		Implementation
Total Project Cost		Category
1,485,000		Software
FY 2024-2025 Cost \$1,485,000	_	

#### **Project Description**

The upgrade of the Birmingham Regional Emergency Medical Services Lifetrac software allows for the Alabama Trauma Communication Center to collect patient information from Emergency Management Services. The Alabama Trauma Communication Center Emergency Medical Services coordinates with other hospitals to determine the best location to transport/transfer the patient based on the patient's condition/issues and the status of selected resources at each participating hospital.



Campus	UAB	
Project Name	Lyrasis Electroni	c License
University Unit	Provost	
Project (Ongoing or	New) Ongoing	
Year Project Starte	ed	UA System Core Value
2021		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years		
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		License Renewal
Total Project Cost \$7,500,000		Category Library Subscription
FY 2024-2025 Cost \$1,500,000		

#### **Project Description**

Lyrasis provides unlimited access to the full text of the journal titles in the PROJECT MUSE collection for educational, research, and personal use by the faculty, staff, students, alumni, library patrons and other authorized users of the subscriber's campus/institutional network.

Project MUSE is a unique collaboration between libraries and publishers providing 100 percent full-text, affordable, and user-friendly online access to 491 high-quality humanities and social sciences journals from 134 scholarly publishers.

This is an estimate of 5 years. The cost of this subscription increases from year to year based on usage for the library.



Campus	UAB	
Project Name	McGraw Hill Ele	ectronic License
University Unit	Provost	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2021		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		State.
Stage of Project FY Ongoing	2024-2025	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)		Project Type License Renewal
Total Project Cost \$11,000,000		Category E-Learning
FY 2024-2025 Cost		

## **Project Description**

\$2,200,000

McGraw-Hill is a multi-year license agreement for Library info database: Access physiotherapy, FRA Davis PT Collection, AccessPediatrics, AccessMedicine, AccessAnesthesiology, AccessEmergency Medicine, AccessSurgery, AccessCardiology, AccessNeurology, First Aid Test Prep eBooks and PA Easy.

McGraw-Hill is a learning science company that provides customized educational content, software, and services for pre-K through postgraduate education. The company also provides reference and trade publications for the medical, business, and engineering professions.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

Moorura Learning (wa

Project Name Measure Learning (was ProctorU)

UAB

University Unit Provost

Project (Ongoing or New) Ongoing

Year Project Started 2022	UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years	otate.
Stage of Project FY 2024-2025 Year 4	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$2,850,000	Category E-Learning
FY 2024-2025 Cost	

#### **Project Description**

\$420,000

ProctorU, available and accessible through Canvas, is essential for monitoring exams in a remote teaching environment.

ProctorU through the learning management system provides remote proctoring with software, webcams, live person monitoring to ascertain whether an examinee is complying with the requirements during exams. ProctorU helps deter, detect and prevent dishonest behavior to preserve the integrity and value of the institution.



Campus	UAB	
Project Name	Microsoft	
University Unit	Information Tech	nnology
Project (Ongoing or Nev	v) Ongoing	
Year Project Started		UA System Core Value
2021		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project		endeavoi.
3 Years		
Stage of Project FY 20	24-2025	Campus Strategic Directions
Ongoing		Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost		Category
\$5,612,344		Software
FY 2024-2025 Cost \$1,870,781		

## **Project Description**

Microsoft provides campus-wide email, storage and collaboration. This system is cloud-based, lowest cost, and the most current product portfolio of the widely used Microsoft suite of software products. This tool is critical for on-site, remote and hybrid work, and it is a component of digital strategy.

This expense is for the renewal of software products from Microsoft, estimated Azure usage and new Microsoft Unified Support.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

Project Name	Multi-function Printer Management
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UAB

University Unit Financial Affairs

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2020	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 5 Years	
Stage of Project FY 2024-2025 Year 5	Campus Strategic Directions Education
Funding Source	Project Type
Annual Budget (O&M)	Contract Renewal
Total Project Cost	Category
\$18,000,000	Infrastructure
FY 2024-2025 Cost	
\$3,000,000	

## **Project Description**

This project provides a campus-wide Multi-Function Printer Management Program, based on a pay per click model, will replace a disparate, decentralized acquisition process and is projected to save UAB \$250,000 annually (conservative estimate). Historically, individual departments specified the equipment and service agreements, often with the influence of the vendors. Historically, UAB has utilized a bid specification process that has failed to ensure efficiency or effectiveness permitting departments to purchase or lease multi-function printers from multiple vendors.

Year five of a five-year agreement (contract started January 2020). This is a transition to a cost-per-click print model for multi-function printers and includes equipment acquisition (eliminating purchase or lease requirements, toner, and maintenance).



Campus	UAB	
Project Name	Myjove Corporat	tion DBA Journal of Visualized Exper
University Unit	Provost	
Project (Ongoing or N	New) Ongoing	
Year Project Started	1	UA System Core Value
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years		- State.
Stage of Project FY : Ongoing	2024-2025	Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost \$1,000,000		Category Library Subscription
FY 2024-2025 Cost \$200,000		

## **Project Description**

MyJove provides subscriptions to peer reviewed scientific journals that publishes experimental methods in video format that support the education, scholarship, and research of UAB students, faculty, staff, and researchers.

MyJove is a leading publisher of science videos with over 18,000 videos of laboratory methods and science concepts. MyJove videos provide a view of intricate, cutting-edge experiments that support learning and research. MyJove videos enable users to obtain quick, in-depth comprehension of complex STEM subjects.



Campus	UAB	
Project Name	Network Replac	cement – Building level
University Unit	Information Te	chnology
Project (Ongoing or Ne	w) Ongoing	
Year Project Started 2022		UA System Core Value  Elevate the status, stature and influence of the University of Alabama System so that we can call on all people devoted to
Length of Project Ongoing		the University of Alabama, UAB, UAH, and the UAB Health System to unite for common purposes.
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source Annual Budget (O&M)		Project Type Implementation
Total Project Cost		Category

#### **Project Description**

FY 2024-2025 Cost

\$2,500,000

\$500,000

Building level networking now provides support for both data and voice. This includes access to emergency services, instructional devices, administrative functionality, and research support. This equipment averages over 9 years old and no longer has vendor support. This project will replace the existing equipment with supported models with expanded capabilities. The extra capabilities will be necessary for future Wi-Fi deployments, and to meet Research and Instructional demands. This is a continuous project that will be worked on until completely replaced.

Infrastructure



Campus	UAB	
Project Name	Newsbank Inc-01	
University Unit	Provost	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		_ State.
5 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Ongoing		Education
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$1,500,000		Library Subscription
FY 2024-2025 Cost	-	
\$300,000		

#### **Project Description**

NewsBank provides subscriptions to current and archival newspaper titles, newswires, business journals, government documents, etc. that support education, scholarship, and research of UAB students, faculty, staff, and researchers.

NewsBank's content is obtained through partnerships with leading news providers worldwide and this content is unique. NewsBank provides authoritative digital editions of historical collections, as well as access to current content from around the world.



Campus	UAB	
Project Name	Onbase Docume	nt Imaging System (Hyland Software)
University Unit	Financial Affairs	IT
Project (Ongoing or N	ew) Ongoing	
Year Project Started		UA System Core Value
2019		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 5 Years		Cridcavor.
Stage of Project FY 2 Year 5	024-2025	Campus Strategic Directions Education
Funding Source Central Funds		Project Type Contract Renewal
Total Project Cost		Category

## Project Description

FY 2024-2025 Cost

\$1,000,000

\$182,000

This is an ongoing project to replace an old, unsecured system (OptiDocs) with OnBase, which will provide users the ability to submit expenses, review expenses, and view human resource and financial documents in a secure location that can be easily accessed from anywhere.

Software

Financial Affairs is partnering with UAB IT to replace a system that is not only end of life but is also the most unsecured technology system on campus. The system allows users to view documents from their device of choice in any location based on a secure environment.

UAB has purchased Hyland OnBase which is the same product and vendor that UA is utilizing. This product was procured using the TCPN contract (a national purchasing cooperative network).



Campus	UAB	
Project Name	Oracle	
University Unit	HR/Finance/IT	
Project (Ongoing or N	New) Ongoing	
Year Project Starte	d	UA System Core Value
2023		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 3 Years		
Stage of Project FY 2024-2025 Year 2		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost \$5,676,800		Category Software
FY 2024-2025 Cost \$1,836,617		

## **Project Description**

Oracle is the backbone for business at UAB, the foundational solution that is the system of record for financial affairs, pay management, human resources and other core business functions.

This expense is for the renewal of Human Resource and Financial products from Oracle.



Campus	UAB		
Project Name	Ovid Technologi	Ovid Technologies Inc.	
University Unit	Provost	Provost	
Project (Ongoing or	New) Ongoing		
Year Project Starte	ed	UA System Core Value	
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
<b>Length of Project</b> 5 Years			
Stage of Project FY Ongoing	2024-2025	Campus Strategic Directions Education	
Funding Source		Project Type	
Annual Budget (O&M	)	Existing Subscription	
Total Project Cost \$5,000,000		Category Library Subscription	
FY 2024-2025 Cost \$1,000,000			

#### **Project Description**

Ovid Technologies provides subscriptions to databases, journal titles, book chapters and handbook series that support research and scholarly endeavors of all UAB students, faculty, staff and researchers. It also provides educational content in the Health Sciences subject areas from undergraduate through post-graduate education.



Campus	UAB	
Project Name	Oxford University Press	
University Unit	Provost	
Project (Ongoing or New	Ongoing	
Year Project Started		UA System Core Value
2024		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		State.
5 Years		
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category Library Subscription
\$4,500,000		Library Subscription
FY 2024-2025 Cost \$900,000		

## **Project Description**

Oxford provides subscriptions to databases, journal titles, book chapters and handbook series that support research and scholarly endeavors of all UAB students, faculty, staff and researchers. The renewal of this product will continue to provide the ability to access scholarly journals, handbooks, etc.



Campus	UAB	
Project Name	Palo Alto Custon	ner Firewall upgrade and maintenance
University Unit	Information Tecl	nnology
Project (Ongoing or	New) Ongoing	
Year Project Starte	ed	UA System Core Value
2021		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
<b>Length of Project</b> 5 Years		
Stage of Project FY Year 5	2024-2025	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	1	Project Type Contract Renewal
Total Project Cost \$1,330,365		Category Security
FY 2024-2025 Cost \$266,073		

## **Project Description**

Palo Alto automates our network defenses and provides intrusion detection, as well as a prevention system. Palo Alto offers firewall security for campus, which allows UAB to architect the best security solutions to protect UAB data, research, and the personal information of all students, faculty and employees. Last year, we had to pay a privilege lease tax, but the cost per year is now \$286,000 and will be up for renewal next fiscal year.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

Campus	AB	
Project Name	PreNax (f/k/a LM Information Delivery subscription management license)	
University Unit	rovost	
Project (Ongoing or New)	Ongoing	
Year Project Started 2021	UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.	
Length of Project 5 Years	State.	
Stage of Project FY 2024 Ongoing	Campus Strategic Directions Education	
Funding Source	Project Type	

## **Project Description**

Annual Budget (O&M)

**Total Project Cost** 

FY 2024-2025 Cost

\$9,000,000

\$1,800,000

LM Information Delivery Inc. provides a streamlined subscription management service for journals, e-books, to for UAB Libraries.

Category

Existing Subscription

Library Subscription

LM Information Delivery is one of the world's leading subscription and information service providers. We support libraries and other organizations with a wide range of services that simplify the acquisition and management of subscriptions and other content.

This is an estimate of 5 years. The cost of this subscription increases from year to year based on usage for the Library.



Campus	UAB		
Project Name	ProQuest (Clariv	ProQuest (Clarivate)	
University Unit	Provost		
Project (Ongoing or 1	New) Ongoing		
Year Project Started 2022		UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the	
<b>Length of Project</b> 4 Years		State.	
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education	
Funding Source Annual Budget (O&M)		Project Type Contract Renewal	
Total Project Cost \$6,800,000		Category Library Subscription	
FY 2024-2025 Cost \$1,700,000			

#### **Project Description**

UAB Libraries uses ProQuest as a vendor because they offer faculty, staff, students, and research users quality access to information that other companies do not have to offer based on subjects and subspecialties anywhere else in academia. These databases offer access to e-books, journals, other databases, and e-resources that users need to fulfill their research needs.

ProQuest is a key partner for content holders of all types, preserving and enabling access to their rich and varied information. ProQuest curates content that matters to the advancement of knowledge, assembling an archive of billions of vetted, indexed documents.



Campus	UAB	
Project Name	Salesforce CRM	& Marketing Cloud software
University Unit	Provost/Univers	sity Relations
Project (Ongoing or N	New) Ongoing	
Year Project Started	d	UA System Core Value
2019		Work to lead a unified approach to improving education at every level in Alabama.
Length of Project		
5 Years		
Stage of Project FY : Ongoing	2024-2025	Campus Strategic Directions Education
Funding Source Central Funds		Project Type Contract Renewal
Total Project Cost \$5,000,000		Category Software
FY 2024-2025 Cost		

#### **Project Description**

\$1,000,000

Increased competition for students and the rise of digital connectivity in all sectors are requiring universities to engage in business practices and digital strategies not unlike Fortune 500 companies. In order to compete in a hyper competitive education and health market, it is imperative our communications and processes engage in digital transformation.

Implementing Salesforce Marketing Cloud & CRM (Customer Relationship Management) helps promote the UAB strategy plan by:

•Reducing duplication of communication and marketing tools across the university optimizing resources for better tools, as well as an in increase in cost-savings university wide.

 Significantly increasing internal and external stakeholder engagement by establishing a centralized CRM (Customer Relationship Management) for the university, leading to more strategic communications and 360 degree view of stakeholders.

 Significantly impacting enrollment across the board by implementing a dynamic online lead form embedded across all degree-related sites; capturing touch points into a central CRM(Customer Relationship Management).

·Helping increase student success and retention through holistic view of student in central CRM(Customer Relationship Management).

UAB utilizes many products from Salesforce. Salesforce CRM (Customer Relationship Management) and Marketing Cloud tools are used across campus for constituent engagement and marketing.



Campus	UAB	
Project Name	ServiceNow	
University Unit	Information Tec	hnology
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	i	UA System Core Value Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 4 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	-	Project Type Contract Renewal
Total Project Cost \$1,400,000		Category Infrastructure
FY 2024-2025 Cost		

#### **Project Description**

\$350,000

ServiceNow is the IT system of record for IT service tickets, requests and also the configuration management database (assets and relationships). It also handles financial planning, budgeting and transparency for IT. The platform is also an entry point for all IT services. ServiceNow was instrumental during the COVID-19 pandemic by helping teams transform paper and outdated processes to allow for remote work. The platform has also been utilized by departments as a real-time chat tool for contact with students, faculty and staff.

We originally had a 6 year agreement and it was extended adding an additional year and will end at the end of this calendar year. The total project cost includes the 6 year agreement. For FY25 we will pay \$350,000. We anticipate an increase in cost due to the Innovate Technology project, which will onboard distributed IT areas across campus into ServiceNow.



Campus	UAB	
Project Name	Siemens (technic	cal services)
University Unit	Facilities	
Project (Ongoing or l	New) Ongoing	
Year Project Starte	d	UA System Core Value
2020		Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project		
5 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Year 5		Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost		Category
\$1,600,000		Staff Augmentation
FY 2024-2025 Cost		
\$320,000		

#### **Project Description**

Siemens provides specialized consulting for facilities.

Siemens service technician duties include system upgrades, report development, alarm management, troubleshooting, repairs, energy modifications, sequences/programming, and on-site training for the HVAC maintenance team.



Campus	UAB	
Project Name	Springer Nature America Inc	
University Unit	Provost	
Project (Ongoing or Ne	ew) Ongoing	
Year Project Started		UA System Core Value
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years		
Stage of Project FY 2024-2025 Ongoing		Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Existing Subscription
Total Project Cost		Category
\$5,000,000		Library Subscription
FY 2024-2025 Cost \$1,000,000		

#### **Project Description**

Springer Nature provides access to peer review e-journals, book, book chapters and book series that support research and scholarly endeavors of all UAB students, faculty, staff and researchers. The renewal of this product will continue to provide the ability to access research journals, book chapters, handbooks, etc.



Campus UAB

Project Name Tableau data analytics and visualization

University Unit Information Technology

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2019	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	Chacavot.
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions Education
Year 1	Editation
Funding Source	Project Type
Annual Budget (O&M)	License Renewal
Total Project Cost	Category
\$948,988	Software
FY 2024-2025 Cost	
\$244,288	

#### **Project Description**

Tableau, a software solution, provides analytics and data to assist with decision making across campus. This expense is for a 1-year contract for a product that facilitates visualization of campus data and analytics to help leadership make data informed decisions. In March 2024, a small number of licenses were added for the Tableau Cloud to test out newly included AI functionality.

This will renew in January 2025.



Campus	UAB	
Project Name	The Institute of	Electrical and Electronics Engine (IEEE)
University Unit	Provost	
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	d	UA System Core Value
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		State.
5 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)		Project Type Existing Subscription
		Existing Subscription
Total Project Cost \$1,750,000		Category Library Subscription
FY 2024-2025 Cost \$350,000		
,350,000		

#### **Project Description**

The Institute of Electrical and Electronics Engineers provides subscriptions to information databases, journals, conference proceedings, and technical standards that support the education, scholarship, and research of UAB students, faculty, staff, and researchers.

The Institute of Electrical and Electronics Engineers databases provide access to over 6 million documents, has an active portfolio of 1,144 standards with more than 1,018 more in development, and publishes more than 200 transactions, journals and magazines that support engineering students, education, professional development, engineering community, etc.



Campus	UAB	
Project Name	Touchnet	
University Unit	Financial Affairs	
Project (Ongoing or I	New) Ongoing	
Year Project Starte 2020	d	UA System Core Value  Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the
Length of Project 5 Years		State.
Stage of Project FY Year 5	2024-2025	Campus Strategic Directions Education
Funding Source Central Funds		Project Type
		Contract Renewal
Total Project Cost \$977,115		Category Security
FY 2024-2025 Cost		
\$195,423		

#### **Project Description**

UAB is currently using TouchNet Cashiering, Payment Gateway and Market Place suite of products to support student tuition payments, departmental deposits and online web payments. There is a separate project listed adding the TouchNet Bill Payment Suite.



**UKG Kronos (Timekeeping) Project Name** 

**UAB** 

HR **University Unit** 

Campus

Ongoing **Project** (Ongoing or New)

Year Project Started	UA System Core Value
2024	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Education
Funding Source	Project Type
Central Funds	Contract Renewal
Total Project Cost	Category
\$3,291,244	Software
FY 2024-2025 Cost	
\$333,244	

## **Project Description**

Kronos delivers global workforce management and human capital management solutions that help organizations engage employees, control labor costs, minimize compliance risk, and improve productivity across the entire employee life cycle.

This expense includes yearly renewal of the license and support fees of UKG Kronos system. This is a five-year contract. Kronos was upgraded to UKG Dimensions Platform starting in 2023. Year 1 expense also includes one time project fees. UAB plans to expand the usage to UAB employees in the near future, and estimated costs for these initiatives are included. The future roadmap also includes implementation of Absence Management and FMLA Leave Management modules, and costs of these initiatives are not known at this time.



Campus

## Annual Information Technology Budget Plan FY 2024-2025

Project Name	Voice Over Internet Protocol (VOIP)

University Unit Information Technology

UAB

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2018	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project	
Ongoing	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 7	Education
Funding Source	Project Type
Annual Budget (O&M)	Contract Renewal
Total Project Cost	Category
\$6,100,000	Infrastructure
FY 2024-2025 Cost	
\$400,000	

#### **Project Description**

Implementation is complete. This project is moving over to ongoing maintenance, adding \$400,000. Total cost of project was \$5,700,000. The dollar amount resets to denote maintenance costs going forward. Maintenance costs are a combination of vendor licensing and E911 services.



HAR

Campus

## Annual Information Technology Budget Plan FY 2024-2025

Campus	UAB	
Project Name	WIFI Upgrades	
University Unit	Information Tech	nology
Project (Ongoing or N	New) Ongoing	
Year Project Started	1	UA System Core Value
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project		
Ongoing		
Stage of Project FY	2024-2025	Campus Strategic Directions Education
Ongoing		Education
Funding Source		Project Type
Departmental R&R-Pla	nt	Implementation

#### **Project Description**

**Total Project Cost** 

FY 2024-2025 Cost

\$2,000,000

\$500,000

The single most requested item from students has been to strengthen the coverage of WiFi across campus, which is critical in an urban setting. There are 3,100 access points around campus — a far smaller number than Auburn or the University of Alabama, which has 9,000 access points. This project is paramount to the security of our students and allows them to be connected and working towards graduation at all times.

Category Infrastructure

This project provides students, faculty, and staff the ability to compute and work in any location on campus. WiFi is essential to working on campus and is considered an ongoing project as updates to the system must be made in order to maintain operations.



Campus	UAB	
Project Name	Wiley	
University Unit	Provost	
Project (Ongoing or	New) Ongoing	
Year Project Starte	d	UA System Core Value
Ongoing		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
<b>Length of Project</b> 5 Years		
Stage of Project FY Ongoing	2024-2025	Campus Strategic Directions Education
Funding Source		Project Type
Annual Budget (O&M)		Contract Renewal
Total Project Cost \$5,000,000		Category Library Subscription
FY 2024-2025 Cost \$1,000,000		

#### **Project Description**

The proposed agreement will support teaching and research activities of UAB students, faculty, staff and researchers by providing a wide array of journals (1,600); supporting several disciplines, such as business, chemistry, computer science, life sciences, health sciences, arts & humanities, and social and behavioral sciences. Wiley provides access to full text articles, the Cochrane Library, major reference books, and current protocols. All UAB students, faculty, staff and researchers will have comprehensive access to the subscribed content on and off-campus.



## Annual Information Technology Plan 2024-2025



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	A5 Compliance Licensing	
University Unit	Information Security	
Project (Ongoing or )	New) New	
Year Project Starte		
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.	

Ct CD I TNY	
Stage of Project FY 2024-2025	Car
· - ·	

Year 1

3 Years

## Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category

\$1,500,000

Length of Project

Category Security

FY 2024-2025 Cost

\$500,000

#### **Project Description**

Expanding One Drive storage and implementation to support the Microsoft Office 365 implementation and tie in the security platform.



The University of Alabama at Birmingham

Campus **UABHS** 

**Project Name** 

Ambient Detection and Response Tool for Sepsis (DARTS)

**University Unit** 

**Projects** 

**Project** (Ongoing or New)

New

Year Pro	oject S	Started
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Stage of Project FY 2024-2025

2020

**UA System Core Value** 

The purpose of improving the lives and health of the citizens

of the State of Alabama.

Length of Project

6 Years

Year 5

**Campus Strategic Directions** 

Aligns with UAB Medicine Pillar Goal

**Funding Source** 

**Hospital Plant Funds** 

**Project Type** Implementation

**Total Project Cost** 

\$2,220,000

Category

Patient Monitoring

FY 2024-2025 Cost

\$370,200

#### **Project Description**

Ambient Clinical Analytics Detection and Response Tool for Sepsis (DARTS) is an automated early detection system using a customizable algorithm to detect potential sepsis, enabling earlier treatment of this life-threatening condition. DARTS will also replace manual documentation during triage.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS		
Project Name	Antelope Innov	Antelope Innovations, LLC	
University Unit Technical and Pro-		Professional Services	
Project (Ongoing or l	New) New		
Year Project Starte	d	UA System Core Value	
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.	
<b>Length of Project</b> 2 Years			
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Aligns with UAB Medicine Pillar Goal	
Funding Source Hospital Plant Funds		Project Type Implementation	
Total Project Cost \$450,000		Category Staff Augmentation	
FY 2024-2025 Cost \$225,000			

## **Project Description**

Professional Services in support of Generative AI / Robotics Process Automation initiatives.



The University of Alabama at Birmingham

Campus UABHS

Project Name AppGate

University Unit Information Security

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$750,000	Security
FY 2024-2025 Cost	

#### **Project Description**

\$250,000

During COVID, users were allowed to use the AnyConnect Virtual Private Network (VPN) to access resources on our network. This will replace our existing VPN with a remote access solution that gives users only the apps that are needed.



The University of Alabama at Birmingham

Campus

Project Name Call Center / Chatbot (ServiceNow)

**UABHS** 

University Unit Infrastructure

Project (Ongoing or New) New

Year Project Started 2025	UA System Core Value  The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$1,600,000	Software
FY 2024-2025 Cost	
\$1,600,000	

## **Project Description**

Access (Call) center is reviewing ServiceNow to partially automate its operations via chatbots and similar technologies.



## Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

Project Name

CBORD Dietary Ticketless Ordering System

**University Unit** 

**Projects** 

**Project** (Ongoing or New)

New

Year Project Started

2025

**UA System Core Value** 

The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

2 Years

Stage of Project FY 2024-2025

Year 1

**Campus Strategic Directions** 

Aligns with UAB Medicine Pillar Goal

**Funding Source** 

Hospital Plant Funds

Project Type Implementation

**Total Project Cost** 

\$750,000

Category Software

FY 2024-2025 Cost

\$375,000

**Project Description** 

Integrated solution providing smart tools for patients with hotel style room service and personalized meal ordering using mobile technology. Tickets and printer issues account for seventy five percent of the technology issues current experienced by Food & Nutrition Services.



The University of Alabama at Birmingham

Campus

**UABHS** Cerner Migration to Cloud Hosting **Project Name** 

**Projects University Unit** 

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
2 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Equipment and System Upgrade
Total Project Cost	Category
\$8,000,000	Infrastructure
FY 2024-2025 Cost	

#### **Project Description**

\$2,500,000

This project will move hosting of the Cerner EHR to the cloud, as required by the vendor. (Oracle Remote Hosting)



## Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

Project Name

ClearPass

**University Unit** 

Information Security

**Project** (Ongoing or New)

New

Year Project Started

**UA System Core Value** 

2024

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

3 Years

Year 1

**Campus Strategic Directions** 

Aligns with UAB Medicine Pillar Goal

Stage of Project FY 2024-2025

Funding Source Hospital Plant Funds **Project Type** 

Subscription and Prof Sves

**Total Project Cost** 

\$750,000

Category Security

FY 2024-2025 Cost

\$250,000

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**Project Description** 

ClearPass is a NAC (Network Access Control) tool that provides a complete, enterprise-wide solution that automates continuous visibility, compliance enforcement and risk mitigation, securing against risks from all connected devices, including medical devices. This program ensures all network connected devices meet the minimum security specifications for the Health System. This functionality and detail is not available without software that can recognize all types of devices including medical equipment like infusion pumps and other network connected systems like HVAC controls and alarms.



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS		
Project Name	Crash Cart Ma	Crash Cart Management Program	
University Unit	Projects		
Project (Ongoing or	New) New		
Year Project Starte	ed	UA System Core Value	
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project 2 Years			
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Aligns with UAB Medicine Pillar Goal	
Funding Source Hospital Plant Funds		Project Type	
		Implementation	
Total Project Cost \$750,000		Category Software	
FY 2024-2025 Cost \$375,000			

## **Project Description**

Provide crash cart expiration data with a dashboard and alert criteria to enable proactive replacement. No vendor selected at this time.



The University of Alabama at Birmingham

Campus UABHS

Project Name Dark Fiber installation to DCBlox

University Unit Infrastructure

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$900,000	Infrastructure
FY 2024-2025 Cost	
\$900,000	

#### **Project Description**

HSIS is migrating and consolidating existing UABHS data centers into the off-campus DCBlox data center. We plan to use so-called dark fiber, which refers to unused undergound fiber, between HSIS main fiber hub and DCBlox. This fiber will be managed and customized by us to provide a secure, private path to meet our needs.



The University of Alabama at Birmingham

Campus UABHS

Project Name Data Archival System

University Unit Projects

Project (Ongoing or New) New

Year Project Started **UA System Core Value** The purpose of improving the lives and health of the citizens of the State of Alabama. Length of Project 3 Years Stage of Project FY 2024-2025 **Campus Strategic Directions** Aligns with UAB Medicine Pillar Goal Year 1 **Funding Source Project Type Hospital Plant Funds** Implementation **Total Project Cost** Category Software \$2,300,000 FY 2024-2025 Cost

#### **Project Description**

\$900,000

A data archival system will allow us to securely store and manage historical data from older systems that are being replaced to preserve data long-term, ensure continued access, and comply with regulatory requirements.



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Decisio Health	
University Unit	Projects	
Project (Ongoing or l	New) New	
Year Project Starte	d	UA System Core Value
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
2 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Year 1		Aligns with UAB Medicine Pillar Goal
Funding Source		Project Type
Hospital Plant Funds		Implementation
Total Project Cost	2-1	Category
\$1,500,000		Software
FY 2024-2025 Cost		
\$700,000		

#### **Project Description**

Decisio is a visualization tool for clinical data from the EHR as well as a surveilance tool for specific care pathway "bundles." It provides data to identify and address critical care situations.



## Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

**Project Name** Digital Pathology

University Unit Projects

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Year 1	
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$6,500,000	Software
FY 2024-2025 Cost	
\$2,700,000	

#### **Project Description**

The Department of Pathology is expecting to transition to workflows that are digitally-based. The new system will be tailored for use by pathologists and staff, although it is possible that pathology images will be archived in the institution's existing Picture Archiving and Communications System. The specific system will be determined after planning is completed. The fiscal year costs are estimates.



## Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

Project Name Emergency services pre-registration and condition triage system

University Unit Projects

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
2 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$1,500,000	Software
FY 2024-2025 Cost	

#### **Project Description**

\$1,500,000

This tool will enable patients intending to access emergency room services to see wait times at various locations and to pre-register. It will allow nurses to triage pre-registrations and contact patients to discuss alternative care venues (e.g., urgent care, next day clinic, or telehealth appointment) and locations based on the reason for their visit.



## Annual Information Technology Budget Plan FY 2024-2025

_		
Campus	UABHS	
Project Name	Generative AI	
University Unit	Infrastructure	
Project (Ongoing or 1	New) New	
Year Project Starte	d	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year		
Stage of Project FY Year 1	2024-2025	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source	-	Project Type
Hospital Plant Funds		Software
<b>Total Project Cost</b>		Category
\$750,000		Software
FY 2024-2025 Cost		
\$750,000		

#### **Project Description**

These technologies apply advanced analysis and logic-based techniques, including machine learning, to interpret various events, support and automate decisions, and take action. They can augment human decision-making ability or automate routine and non-routine tasks.



## Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

Project Name Google BCP, Azure. AWS Security Platform, with Infrastructure

University Unit Information Security

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$1,500,000	Security
FY 2024-2025 Cost	
\$500,000	

#### **Project Description**

Moving infrastructure to the cloud with AI requires having a configurable security platform. Part of the cost of the cloud migration is security infrastructure, including software, tools, professional services.



The University of Alabama at Birmingham

Campus	JABHS	
Project Name I	HealthQuest Migration to Cloud Hosting	
University Unit	Projects	
Project (Ongoing or New)	New	
Year Project Started	UA System Core Value The purpose of improving the lives and health of the citizens	
2024	of the State of Alabama.	
Length of Project		
2 Years		
Stage of Project FY 2024		
Year 1	Aligns with UAB Medicine Pillar Goal	
Funding Source	Project Type	
Hospital Plant Funds	Equipment and System Upgrade	
Total Project Cost	Category	
\$2,500,000	Infrastructure	
FY 2024-2025 Cost		
\$1,500,000		

## **Project Description**

This project will move hosting of the HealthQuest hospital registration and billing system to the cloud.



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS		
Project Name	Hexavue to Ste	Hexavue to Steris Conversion	
University Unit	Projects		
Project (Ongoing or 1	New) New		
Year Project Starte	d	UA System Core Value	
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project 4 Years			
<b>Stage of Project FY</b> Year 1	2024-2025	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal	
Funding Source		Project Type	
Hospital Plant Funds		New	
Total Project Cost		Category	
\$2,300,000		Infrastructure	
FY 2024-2025 Cost			
\$575,000			

#### **Project Description**

Lights, Boom and Video Replacement, Minimal. Replacing existing system with same vendor. Surgeons may ask for remote access to videos from this system. This may move to cloud and we will have to address remote access. Media is only kept for about 2 weeks right now.



The University of Alabama at Birmingham

Campus UABHS

Project Name Hyland OneContent to OnBase Migration

University Unit Projects

Project (Ongoing or New) New

Year Project Started UA System Core Value

The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

3 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type

Hospital Plant Funds Equipment and System Upgrade

Total Project Cost Category

\$917,160 Infrastructure

FY 2024-2025 Cost

\$917,000

#### **Project Description**

The Hyland application used by hospital revenue cycle staff for document imaging must be transitioned to the vendor's newer cloud-based platform. We expect most of the cost being in the one-time implementation, first-year cost.



The University of Alabama at Birmingham

Campus UABHS

Project Name IDX Cloud Migration

University Unit Infrastructure

Project (Ongoing or New) New

Year Project Started UA System Core Value

2025 The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

3 years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Provide a reliable, available and robust network infrastructure

for UAB Hospital.

Funding Source Project Type

Hospital Plant Funds Implementation

Total Project Cost Category

\$1,469,000 Infrastructure

FY 2024-2025 Cost

\$500,000

#### **Project Description**

This project will move hosting of the IDX healthcare scheduling system to the cloud.



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Infant Security	System replacement
University Unit	Projects	
Project (Ongoing or N	lew) New	
Year Project Starte	l	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year		
<b>Stage of Project FY 2024-2025</b> Year 1		Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	-	Project Type Implementation
Total Project Cost		Category
\$850,000		Software
FY 2024-2025 Cost \$850,000		

## **Project Description**

The current infant security system must be replaced to ensure continued safety and security of newborns and infants within our hospital.



The University of Alabama at Birmingham

Campus UABHS

Project Name Kronos Cloud Migration (Dimensions SaaS environment)

University Unit Projects

Project (Ongoing or New) New

Year Project Started UA System Core Value

The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

3 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type

Hospital Plant Funds Equipment and System Upgrade

Total Project Cost Category

\$5,395,918 Infrastructure

FY 2024-2025 Cost

\$2,674,238

#### **Project Description**

This project replaces the current on-premises solution for workforce time and attendance management. The vendor will no longer support the existing system. Clients must move to a Software as a Service (SaaS) cloud solution by 3/31/2027.



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS		
Project Name	Lawson/Infor l	Lawson/Infor Data Ecosystem (Surgence)	
University Unit	Projects	Projects	
Project (Ongoing or N	New) New		
Year Project Starte	d	UA System Core Value	
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project 2 Years			
Stage of Project FY : Year 1	2024-2025	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal	
Funding Source Hospital Plant Funds		Project Type Implementation	
Total Project Cost \$750,000		Category Software	
FY 2024-2025 Cost \$375,000			

#### **Project Description**

This project connects UAB data to Surgence on Foundry software to provide a single view of the supply chain and optimize supply chain through utiliztion, inventory and part optimization, backorder management, processes to create external alerts (e.g., lead time variability, critical item low DIO, etc.), predictive ordering, and price change notifications.



The University of Alabama at Birmingham

Campus

Project Name Medical Supply Chain Management (MSCM) and Reporting

University Unit Technical and Professional Services

**UABHS** 

Project (Ongoing or New) New

<b>Year Project Started</b> 2025	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project  1 Year	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$250,000	Software
FY 2024-2025 Cost	
\$250,000	

### **Project Description**

This software provides visibility to Oracle purchase order data in the Receiving Department with receipt documents. For reporting, make part count and receiving data available for staff productivity (current and future growth) to assess adequate and equitable workloads and core competencies.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS
Project Name	MIM Expansion

University Unit Projects

Project (Ongoing or New) New

Year Project Started 2024	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Equipment and System Upgrade
Total Project Cost \$1,011,325	Category Software
FY 2024-2025 Cost \$317,645	

### **Project Description**

MIM serves as the primary system for display and intepretation of Nuclear Radiology images. Expansion of licenses will replace the existing Segami system used by Nuclear Cardiology, which is out of date, without a feasible upgrade path, and will make MIM available on all Radiology workstations to enable tumor measurements, assist with interventional techniques such as confirmation of tumor ablation, and use of modules for liver assessment.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS
Project Name	New Rehab Facility - Patient Engagement / Digital Health

University Unit Projects

Project (Ongoing or New) New

Year Project Started 2024	UA System Core Value  The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$850,000	Category Software
FY <b>2024-2025 Cost</b> \$850,000	

### **Project Description**

This will provide digital solutions for patients, family members and caregivers in acute, ambulatory, and post-acute settings at Spain Rehabilitation. These use mobile devices and Smart TV technology to facilitate collaboration and engagement and improve workflow efficiency. This project will be a proof-of-concept in a subset of units in our new rehabilitation facility. The inpatient rehabilitation facility is exploring digital whiteboard technology to display patient schedules and other pertinent care plan information to patients and family.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS		
Project Name	OmniCell clou	OmniCell cloud migration, carousel replacement, cabinet replacement	
University Unit	Projects		
Project (Ongoing or 1	New) New		
Year Project Starte	d	UA System Core Value	
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project 2 Years			
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Aligns with UAB Medicine Pillar Goal	
Funding Source		Project Type	
Hospital Plant Funds		Implementation	
Total Project Cost	-	Category	
\$20,000,000		Software	
FY 2024-2025 Cost			
\$13,000,000			

### **Project Description**

Pharmacy is migrating its storage from on premises to the cloud, as well as replacing its medication dispensing devices. Moving to cloud storage will help optimize operations and medication management.



The University of Alabama at Birmingham

Campus UABHS

Project Name OR Scheduling Block and Prescreening clinic optimization software

University Unit Projects

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation

Category Software

# FY 2024-2025 Cost

**Total Project Cost** 

\$350,000

\$1,000,000

### **Project Description**

This software provides an automated solution to optimize OR scheduling and increase capacity.



The University of Alabama at Birmingham

Campus UABHS

Project Name Phenom talent management system / candidate management system

University Unit Projects

Project (Ongoing or New) New

Year Project Started UA System Core Value

2024 The purpose of improving the lives and health of the citizens

of the State of Alabama.

Length of Project

2 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type

Hospital Plant Funds Implementation

Total Project Cost Category

\$1,225,000 Software

FY 2024-2025 Cost

\$525,000

### **Project Description**

Phenom connects all the stakeholders in the talent recruitment ecosystem into a unified AI-driven platform, which will allow UAB Medicine to manage and optimize talent data, marketing, and processes to keep the enterprise staffed.



The University of Alabama at Birmingham

Campus **UABHS** 

Replace existing voice dictation system for Radiology Project Name

**Projects University Unit** 

Project (Ongoing or New) New

Year Project Started **UA System Core Value** 

The purpose of improving the lives and health of the citizens 2025

of the State of Alabama.

Length of Project

5 Years

Stage of Project FY 2024-2025 **Campus Strategic Directions** 

Aligns with UAB Medicine Pillar Goal Year 1

**Funding Source Project Type** 

Hospital Plant Funds Implementation

**Total Project Cost** Category Software

\$2,315,125

FY 2024-2025 Cost

\$515,125

### **Project Description**

This project will replace the current voice dictation system used by the Department of Radiology to generate reports on imaging exams, which has been declared by the vendor as reaching end-of-life.



The University of Alabama at Birmingham

Campus UABHS

Project Name Replace legacy cable TV system in remaining inpatient rooms

University Unit Projects

Project (Ongoing or New) New

Year Project Started UA System Core Value

2025 The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

5 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type

Hospital Plant Funds Implementation

Total Project Cost Category

\$20,083,293 Telemed

FY 2024-2025 Cost

\$4,016,658

### **Project Description**

For rooms not already covered by TeleMedicine, this project will install equipment and software in inpatient rooms to enable remote monitoring, display of patient information on monitors for providers and nursing staff, and allow patients to view offerings for entertainment and education, as well as participate in video teleconferences with family and friends.



### Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Replace multiple legacy Electronic Health Record and Revenue Cycle applications  Projects	
University Unit		
Project (Ongoing or I	New) New	
Year Project Starte	d	UA System Core Value
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years		
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds		Project Type Implementation
Total Project Cost \$219,000,000		Category Software
FY 2024-2025 Cost \$39,000,000		

### **Project Description**

The Electronic Health Record (EHR) is the primary electronic version of a patient's medical history that is maintained by the provider, UAB Hospital and ambulatory practices over time and includes key administrative and clinical data relevant to that patient's care. The EHR includes the patient's demographics, problems, progress notes, medications, laboratory results, vital signs and other clinical information. It encompasses applications supporting the organization's missions including: Core Clinical Systems (Outpatient EHR, Inpatient EHR, Pharmacy, Emergency Department), Analytics (Enterprise analytics, Research, Data sharing), Specialty and Ancillary Modules (Oncology, Cardiovascular, Imaging, Ophthalmology), Revenue Cycle (Hospital billing, Outpatient billing, Professional billing), Continuing Care (Clinical case management, Behavioral health, Home care, Long term care), Care Management (Population health, Coordinated care management, Affiliate portal), Access and Customer Service (Patient registration, Enterprise scheduling, Patient flow, Health information management), Patient Experience (Patient recruiting, Contact and call management, Patient portal, Mobile chart app for patients).

This project will replace multiple, disparate legacy EHR components with a modern, fully integrated Electronic Health Record and Revenue Cycle platform (EPIC), enhancing patient care and business operations. Costs include winding down use of the current systems during the transition.



The University of Alabama at Birmingham

Campus UABHS

Project Name Scan Packing slips into Lawson to match purchase order via OnBase

University Unit Technical and Professional Services

Project (Ongoing or New) New

Year Project Started UA System Core Value

2025 The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

1 Year

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type
Hospital Plant Funds Implementation

Total Project Cost Category \$250,000 Software

FY 2024-2025 Cost

\$250,000

### **Project Description**

This software provides an efficiency to be able to remove/reduce paper storage and space needed for that storage. It also makes packing slips available to all relevant parties (Receiving, Requisitions, Purchasing, Accounts Payable) for ease of use and availability.



The University of Alabama at Birmingham

Campus UABHS

Project Name Seneca Resources Staff Augmentation

University Unit Technical and Professional Services

Project (Ongoing or New) New

Year Project Started UA System Core Value

The purpose of improving the lives and health of the citizens

of the State of Alabama.

Length of Project

2 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type

Hospital Plant Funds New

Total Project Cost Category

\$500,000 Staff Augmentation

FY 2024-2025 Cost

\$250,000

### **Project Description**

This will provide a Business Intelligence Analyst for the Enterprise Data Warehouse.



The University of Alabama at Birmingham

Campus	UABHS	
Project Name	ServiceNow	
University Unit	Infrastructure	
Project (Ongoing or I	New) New	
Year Project Starte	d	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
1 Year		
Stage of Project FY Year 1	2024-2025	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Existing Subscription
Total Project Cost		Category
\$1,800,000		Software
FY 2024-2025 Cost		
\$1,800,000		

### **Project Description**

This would replace Cherwell, our current IT service ticketing and project management system.



The University of Alabama at Birmingham

Campus UABHS

Project Name Smartpump replacement

University Unit Projects

Project (Ongoing or New) New

Year Project Started	UA System Core Value

2025 The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

3 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type
Hospital Plant Funds Implementation

Total Project Cost Category

\$34,000,000 Patient Monitoring

FY 2024-2025 Cost

\$15,000,000

### **Project Description**

Replacement of aging IV infusion pumps with newer devices that use advanced technology to reduce medication administration errors.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Stryker Smart Bed Replacement	
University Unit	Projects	
Project (Ongoing or	New) New	
Year Project Starte	ed	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 4 Years		
<b>Stage of Project FY</b> Year 1	2024-2025	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source		Project Type
Hospital Plant Funds		New
Total Project Cost \$900,000		Category Infrastructure
FY 2024-2025 Cost \$225,000		

### **Project Description**

Replacing aging Smart Beds in 2025 that would require integration. Beds would be wireless, not connected to Nurse Call.



# **Annual Information Technology Budget Plan** FY 2024-2025

Campus UABHS	
Project Name Talis	
110,00011141110	
University Unit Projects	
Project (Ongoing or New) New	
Year Project Started	UA System Core Value
2023	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$2,986,250	Software
FY 2024-2025 Cost	
\$997,250	
Dural and Danasia di an	
<b>Project Description</b> Replacement of the existing Anesthes	sia system that is going end-of-life
Replacement of the existing Allestness	sia system that is going end-of-me.



The University of Alabama at Birmingham

Campus UABHS

Project Name Transplant Portal System for Bone Marrrow Transplant

University Unit Projects

Project (Ongoing or New) New

Year Project Started UA System Core Value

2024 The purpose of improving the lives and health of the citizens

of the State of Alabama.

Length of Project

2 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type
Hospital Plant Funds Implementation

Hospital Plant Funds Implementation

Total Project Cost Category

FY 2024-2025 Cost

\$750,000

\$1,200,000

### **Project Description**

The Transplant Portal System is used by the Bone Marrow Transplant department to record and report actions taken during the life of allogeneic bone marrow transplant patients, as federally required.

Software



The University of Alabama at Birmingham

Campus UABHS

Project Name Annual Hitachi Maintenance Renewal

University Unit Technical and Professional Services

Project (Ongoing or New) Ongoing

UA System Core Value
The purpose of improving the lives and health of the citizens of the State of Alabama.
Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Project Type
Existing Subscription
Category
Software

### **Project Description**

Hitachi provides storage area network infrastructure support for UAB Hospital. Hitachi support includes full-time response for parts replacement and sevices, a dedicated service engineer, on-site software patching and upgrades, technical engineer troubleshooting support, and root-cause analysis and resolution. This system-wide, long-term contract is a one-year cost-leveled contract across the life of each individual storage device/component.



### Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

Project Name Archer SaaS (BCM/DR) w/expansion for Audit Module

University Unit Information Security

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2024-2025 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Subscription and Prof Svcs
Total Project Cost	Category
\$1,620,000	Security
FY 2024-2025 Cost	
\$540,000	

### **Project Description**

Archer is the GRC (Governance Risk and Compliance) tool used by UAB Medicine to track and assess compliance for HIPAA and multiple other state and federal regulations. Archer SaaS (Software as a Service) refers to the hosting of the platform in the cloud versus using on-premises hardware. Because of our expanded use of the platform, it was recommended we host this in the cloud in order to avoid costs of upgrading and expanding the on-premises hardware.

Archer is used extensively for policy management, regulatory compliance and IT incident management. The expansion of Archer to include the DR/BCP (Disaster Recovery/Business Continuity Planning) module allows for a holistic picture of the security program, including Business Continuity Management (BCM), which allows us to assess the criticality of our business processes. It also includes a DR module, which assists in planning, communication and recovery in a crisis situation, which is necessary to minimize harm to employees, patients, reputation, and business operations. The last stage of this project is to add the Audit module which will facilitate the work currently being done by the audit team currently through manual processes.



HARHS

Campus

# **Annual Information Technology Budget Plan** FY 2024-2025

Cumpus	DADIIS	
Project Name	Bahwan Cybertek	
University Unit	Technical and Professional Services	
Project (Ongoing or New)	Ongoing	
Year Project Started	UA System Core Value	
2024	The purpose of improving the lives and lof the State of Alabama.	health of the citizens
Length of Project		
1 Year		
Stage of Project FY 202. Year 1	-2025 Campus Strategic Directions Aligns with UAB Medicine Pillar Goal	

# **Funding Source** Hospital Plant Funds

### **Project Type** Contract Renewal

# **Total Project Cost**

Category

\$1,146,523

Staff Augmentation

FY 2024-2025 Cost

\$1,117,523

### **Project Description**

Multiple resources for staff augmentation professional services as follows: (1) Temporary consultant to fill the open Director of Web Application Development position during transition (3 months). (2) Assist the HSIS Infrastructure (Citrix) team with a "follow the sun" Citrix server support and managed services model that addresses customer needs without regard to geographic location or local time. Due to the limited supply of qualified resources in this technical area, Bahwan CyberTek Inc. and HSIS have partnered to provide technical resources to our customers 24/7. Citrix is essential to provide access to IT resources across the enterprise. (3) Assist the HSIS Database Administration (DBA) team with a "follow the sun" database support and managed services model that addresses customer needs without regard to geographic location or local time. Due to the limited supply of qualified resources in this technical area, Bahwan CyberTek, Inc. and HSIS have partnered to provide technical resources to our customers 24/7. (4) Assist the HSIS Network team with a "follow the sun" F5 support and managed services model that addresses customer needs without regard to geographic location or local time. Due to the limited supply of qualified resources in this technical area, Bahwan CyberTek Inc. and HSIS have partnered to supply technical resources to provide technical resources to our customers 24/7. The F5 is a critical component of our security infrastructure. (5) Assist the HSIS Infrastructure (Linux) team with a "follow the sun" Linux server support and managed services model that addresses customer needs without regard to geographic location or local time. Due to the limited supply of qualified resources in this technical area, Bahwan CyberTek Inc. and HSIS have partnered to provide technical resources to our customers 24/7. Linux is the operating system used by servers and other IT systems. (6) This will assist the application services team with Informatica Master Data Management. Due to the limited supply of qualified



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	BMC Mainframe	Products for HealthQuest batch cycle
University Unit	Infrastructure	
Project (Ongoing or N	New) Ongoing	
Year Project Starte	d	UA System Core Value
2024		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
1 Year		
Stage of Project FY	2024-2025	Campus Strategic Directions
1 year		Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Existing Subscription
Total Project Cost		Category
\$2,132,605		Infrastructure
FY 2024-2025 Cost		

### **Project Description**

\$426,521

The BMC mainframe suite allows UABHS to run Health Quest Batch cycle 24 x 7. This is critical tool for our financial system, HeathQuest, that produces charges for patient care received.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	C Spire Data Cen	ter Contract
University Unit	Infrastructure	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2023		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
4 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Year 1		Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	-	Project Type
Hospital Plant Funds		Existing Subscription
Total Project Cost		Category
\$1,900,000		Infrastructure

### **Project Description**

FY 2024-2025 Cost

\$1,900,000

This subscription is for the annual cost of the C Spire co-Location data center site. This 4 year agreement was signed in December 2023. Currently HSIS pays an annual payment of \$1,900,000.00. We have a 4 year agreement with C Spire. This annual payment will continue to decrease as we migrate systems from C Spire to DCBlox. Giving a total number for all four years is not possible at this time.



# **Annual Information Technology Budget Plan** FY 2024-2025

Campus **UABHS** 

Cerner software contracts Project Name

Clinical/Financial Applications **University Unit** 

Ongoing Project (Ongoing or New)

Year Project Started 2024	UA System Core Value The purpose of improving the lives and health of the citizens
7	of the State of Alabama.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$37,542,226	Software
FY 2024-2025 Cost	
\$12,000,000	

### **Project Description**

Cerner is the application suite and EHR currently used for clinical care delivery in UAB Hospital, the Spain Rehabilitation Center, the Center for Psychiatric Medicine, and the Health Services Foundation and other outpatient clinics. This umbrella contract includes multiple Cerner-related contracts associated with the EHR such as PowerChart, PathNet, RadNet, SurgiNet, and FirstNet. Cerner's annual support cost continue to escalate based on past two years. This year alone those costs increase by >\$3M.



# **Annual Information Technology Budget Plan** FY 2024-2025

Campus	UABHS
Project Name	Cisco Meraki Licenses (Renewal)

**University Unit** Infrastructure

Ongoing Project (Ongoing or New)

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$687,303	Infrastructure
FY 2024-2025 Cost	
\$687,303	

### **Project Description**

This project is for the renewal of Maintenance and Support for 1,034 Meraki devices (new agreement over 3 years). By integrating multiple security features in a single platform, they enable secure remote connectivity, and are used by various departments that provide services remotely (Call Center, Radiology, etc). All project costs are paid upfront.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

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	Ciana Conservat Nationalia (Baraval July IVaa)

TIARHS

Project Name Cisco Smartnet Networking (Renewal July FY23)

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2024-2025 Year 2	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Contract Renewal
Total Project Cost	Category
\$7,500,000	Infrastructure
FY 2024-2025 Cost	
\$2,500,000	

### **Project Description**

This 3-year support agreement for Cisco Total Care (SmartNet) provides support for all Cisco Network infrastructure (traditional network services such as LAN, WAN, data centers, wireless, internet perimeter, and network security) as well as other services (such as device management, SmartNet Portal, and others). Access to these technical services is critical for operations.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

	CADITO
Project Name	Cisco Smartnet Telecom (Renewal July FY23)

HARHS

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2024-2025 Year 2	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Contract Renewal
Total Project Cost	Category
\$6,500,000	Infrastructure
FY 2024-2025 Cost	
\$2,200,000	

### **Project Description**

This 3-year support agreement for Cisco Total Care (SmartNet) provides support for all Cisco Telecom and Communications infrastructure (telecom services, such as telephony, servers, and communication security) as well as other technical assistance that includes access to Cisco engineers and online technical support. Access to these specialized services is essential to telecom architecture, design, planning and provides insight into next-generation technologies and roadmaps.



The University of Alabama at Birmingham

Campus UABHS

Project Name Citrix License Agreement

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2022	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2024-2025 Year 3	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
<b>Total Project Cost</b>	Category
\$4,451,445	Software
FY 2024-2025 Cost	
\$1,001,105	

### **Project Description**

Citrix is a platform that enables access to virtual desktops and applications across a data network. It is used to deliver Cerner applications and virtual desktops to hospital and clinic staff, and also allows personnel working remotely to access resources as if they were on-site. Unlike a regular desktop or application that runs locally on a computer, Citrix runs them on a server and presents them to devices such as PCs, tablets, smartphones, and thin clients that run the Citrix Receiver application. Citrix also enables management of virtual desktops and applications to multiple users with similar requirements.



The University of Alabama at Birmingham

Campus

Project Name Cloud Storage/DRaS Services (AWS, Azure, Google)

University Unit Infrastructure Project

**UABHS** 

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$500,000	Infrastructure
FY 2024-2025 Cost	
\$500,000	

### **Project Description**

As UABHS continues to expand our cloud services, additional AWS (Amazon Web Services), Microsoft Azure, and Google cloud resources will be required. These services will range from meeting storage needs, providing backup solutions, enabling basic cloud services, disaster recovey, and more.



The University of Alabama at Birmingham

Campus UABHS

Project Name Convergint On-Call Support - Nurse Call

University Unit Technical and Professional Services

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2020	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 4	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$630,000	Staff Augmentation
FY 2024-2025 Cost	
\$140,000	

### **Project Description**

HSIS assumed responsibility for support of the Nurse Call system when it was expanded in 2021. Because we were unable to recruit sufficient personnel to cover 101 nursing units, 9,835 devices, and more, we contracted with Covergint On-Call to provide support after-hours, weekends, and holidays. This has been successful and cost effective, and so we have continued to use Convergint to augment our staff.



# **Annual Information Technology Budget Plan** FY 2024-2025

Campus	UABHS	
Project Name	DC BLOX Data C	Center
University Unit	Infrastructure	
Project (Ongoing or	New) Ongoing	
Year Project Starte	ed	UA System Core Value
2023		The purpose of improving the lives and health of the citizens of the State of Alabama.
<b>Length of Project</b> 5 Years		
<b>Stage of Project FY</b> Year 1	2024-2025	Campus Strategic Directions  Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source Hospital Plant Funds		Project Type Existing Subscription
Total Project Cost		Category
\$650,000		Infrastructure
<b>FY 2024-2025 Cost</b> \$650,000		

### **Project Description**

This 5-year agreemenr is the annual cost for the DC Blox data center.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	U.	ABHS
Project Nan	ne Do	elinea PAM

University Unit Information Security

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2024-2025 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Subscription and Prof Svcs
Total Project Cost	Category
\$900,000	Security
FY 2024-2025 Cost	
\$300,000	

### **Project Description**

This Privileged Access Management (PAM) system enables controls for high-level access to IT systems and is required for cyber insurance purposes. The PAM solution protects domain administrator accounts as well as administrator accounts on local machines, which is often an avenue of attack for cyber criminals. This solution also captures recordings of any administrative activies providing proof of changes made during a cyber investigation.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Disaster Recover	ry and Business Continuity Program
University Unit	Information Sec	urity
Project (Ongoing or N	lew) Ongoing	
Year Project Started	1	UA System Core Value
2023		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
5 Years		
Stage of Project FY 2	2024-2025	Campus Strategic Directions
Year 2		Aligns with UAB Medicine Pillar Goal
Funding Source		Project Type
Hospital Plant Funds		Subscription and Prof Sves
<b>Total Project Cost</b>		Category
\$450,000		Security
FY 2024-2025 Cost		
\$160,000		

### **Project Description**

The purpose of this project is to build a framework for Disaster Recovery (DR) and Business Continuity Planning (BCP). Additional personnel with business-specific expertise are needed to build out the DR/BCP framework. This is for Professional Services in lieu of expanding the current team while allowing us to keep up with Business Impact Analyses (BIAs) and other DR/BCP work.



The University of Alabama at Birmingham

Campus **UABHS** 

End User Microsoft (Cals/A1 licenses) Yrly **Project Name** 

Infrastructure **University Unit** 

Ongoing **Project** (Ongoing or New)

Year Project Started **UA System Core Value** 

The purpose of improving the lives and health of the citizens 2022

of the State of Alabama.

Length of Project

1 Year

Stage of Project FY 2024-2025 **Campus Strategic Directions** 

Provide a reliable, available and robust network infrastructure Year 1

for UAB Hospital.

**Funding Source Project Type** 

**Hospital Plant Funds** License Renewal

**Total Project Cost** Category

\$2,573,529

FY 2024-2025 Cost \$2,576,529

### **Project Description**

This project provides for annual Microsoft End User Licenses, including MS Enterprise Mobility and Security Suite, MS A3, MS A3 Step-Up subscription, MS Core Server Platform, MS SQL Server, Windows Remote Desktop Services, Windows Azure, Azure AD P1, Teams Dial-in Conferencing for HSIS, and A5 Compliance Licenses.

Software



The University of Alabama at Birmingham

Campus **UABHS** 

End-User Device Life Cycle/EOL Routine Replacement **Project Name** 

Infrastructure Project **University Unit** 

Ongoing Project (Ongoing or New)

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Hardware Replacement
Total Project Cost	Category
\$4,299,673	Infrastructure
FY 2024-2025 Cost	
\$4,299,673	

### **Project Description**

This project is for the routine life cycle/end-of-life replacement of PCs, laptops, thin clients, Microsoft Surface Pros, etc. This includes 3,639 desktop PCs (\$3,179,649), 123 Surface Pros (\$243,039), 265 laptops (\$362,172), 420 thin clients (\$168,420), 302 printers (\$321,975) and others.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	F5 Equipment Re	eplacement
University Unit	Infrastructure Pr	oject
Project (Ongoing or l	New) Ongoing	
Year Project Starte	d	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year		
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source Hospital Plant Funds		Project Type Existing Subscription
Total Project Cost		Category
\$1,900,000		Infrastructure
FY 2024-2025 Cost \$1,900,000		

### **Project Description**

This project is for replacement of F5 hardware, which is a critical component of our security infrastructure. This will include upgrading or swapping out hardware components such as load balancers, application delivery controllers, and other networking devices to ensure optimal performance, security, and compatibility with evolving technologies.



The University of Alabama at Birmingham

Campus UABHS

Project Name GSB to DC BLOX System Migration

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Hardware Replacement
Total Project Cost	Category
\$2,500,000	Infrastructure
FY 2024-2025 Cost	
\$2,500,000	

### **Project Description**

To mitigate serious risks caused by degrading, aging infrastructure in the General Services Building data center (universal power supplies, HVAC, chilled water piping, etc.), patient care and other systems must be relocated to the DC BLOX data center as soon as possible. Although HSIS had already started the process, findings from a recent assessment by Introba require us to acclerate the migration. Additional seeding and transition equipment are needed to accomplish this. This equipment includes new storage containers, servers, and various network equipment.



The University of Alabama at Birmingham

Campus

Project Name HealthQuest Mainframe Replacement/Move

**UABHS** 

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$1,200,000	Infrastructure
FY 2024-2025 Cost	
\$1,200,000	

### **Project Description**

This project replaces the HealthQuest (HQ) mainframe and storage. In addition, HSIS will move the HQ environment to the new DCBlox data center. This purchase includes an HQ node (\$475K), storage (\$350K), and virtual tape, which is used for archival. All costs are paid upfront.



The University of Alabama at Birmingham

Project Name HealthQuest software contracts

**UABHS** 

University Unit Clinical/Financial Applications

Project (Ongoing or New) Ongoing

Year Project Started UA System Core Value

The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

3 Years

Campus

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 2 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type

Hospital Plant Funds Existing Subscription

Total Project Cost Category

\$1,535,752 Software

FY 2024-2025 Cost

\$420,900

#### **Project Description**

HealthQuest, an Altera product, is the revenue cycle product used for registration and billing throughout UAB hospital facilities.



The University of Alabama at Birmingham

Campus UABHS

Project Name Hicuity Addendum for replacing ecare manager with CLEW

University Unit Projects

Project (Ongoing or New) Ongoing

Year Project Started UA System Core Value

The purpose of improving the lives and health of the citizens

of the State of Alabama.

Length of Project

10 Years

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 6 Aligns with UAB Medicine Pillar Goal

Funding Source Project Type

Hospital Plant Funds Software Upgrade

Total Project Cost Category

\$6,012,295 Patient Monitoring

FY 2024-2025 Cost

\$1,200,000

#### **Project Description**

Our TeleICU and Virtual Nursing software provider, Hicuity, in partnership with UAB, is exploring replacing the incumbent subcontractor, Phillips eCareManager, with CLEW, a more modern AI-based solution that will save the organization money over the long term.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS
Project Name	IBM 7300 Flash Storage for Tivoli Storage Pools

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$822,000	Infrastructure
FY 2024-2025 Cost	
\$822,000	

## **Project Description**

This project replaces 2 petabytes (1 million gigabytes) of IBM 7300 flash storage for Tivoli backup storage pools. The Tivoli Storage Manager supports various operating systems and applications, offering features such as incremental backups, deduplication, and tape and disk storage options. It is used for data backup and recovery.



The University of Alabama at Birmingham

Campus UABHS

Project Name IBM AEWLC monthly maintenance

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started UA System Core Value

2023 The purpose of improving the lives and health of the citizens

of the State of Alabama.

**Length of Project** 

ı Year

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Provide a reliable, available and robust network infrastructure

for UAB Hospital.

Funding Source Project Type

Hospital Plant Funds Contract Renewal

Total Project Cost Category \$788,000 Software

FY 2024-2025 Cost

\$788,000

## **Project Description**

This project is for the annual hardware maintenance and support for IBM AIX nodes.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	IBM License Tru	e-up
University Unit	Infrastructure	
Project (Ongoing or 1	New) Ongoing	
Year Project Starte	d	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
1 Year		
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Existing Subscription
Total Project Cost		Category
\$3,000,000		Software
FY 2024-2025 Cost	-	
\$3,000,000		

#### **Project Description**

KPMG/IBM is performing a enterprise-wide licensing audit on the UABHS IT environment to determine what IBM applications are running in the Health System IT environment and to make sure all IBM products/tools are licensed. Findings are expected sometime in 2024. This is an estimate of licensing costs.



The University of Alabama at Birmingham

Campus

Infloblox **Project Name University Unit** Infrastructure Project (Ongoing or New) Ongoing Year Project Started **UA System Core Value** The purpose of improving the lives and health of the citizens of the State of Alabama. Length of Project 3 Years Stage of Project FY 2024-2025 **Campus Strategic Directions** Provide a reliable, available and robust network infrastructure Year 1

for UAB Hospital.

Funding Source Project Type
Hospital Plant Funds Contract Renewal

**UABHS** 

Total Project Cost Software

FY 2024-2025 Cost

\$310,912

#### **Project Description**

This 3 year licensing, support and maintenance renewal is for all Infoblox hardware/software, which is used for network traffic management and related functions.



The University of Alabama at Birmingham

Campus UABHS

Project Name Informatica Support

University Unit Technical and Professional Services

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
ı Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable master patient index for UAB Medicine.
Funding Source	Project Type
Hospital Plant Funds	New
Total Project Cost	Category
\$250,000	Staff Augmentation
FY 2024-2025 Cost	
\$250,000	

#### **Project Description**

The Informatica Master Data Management product was implemented in early 2024 as a replacement for our legacy Master Patient Index, which is the system that assigns and tracks patient medical record numbers. Our team will require assistance with the first major upgrade after go-live.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS		
Project Name	InfoVerity IICS		
University Unit	Enterprise Data	Enterprise Data Warehouse	
Project (Ongoing or I	New) Ongoing		
Year Project Starte	d	UA System Core Value	
2022		The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project			
5 Years			
Stage of Project FY	2024-2025	Campus Strategic Directions	
Year 3		Aligns with UAB Medicine Pillar Goal	
Funding Source		Project Type	
Hospital Plant Funds		Implementation	
Total Project Cost		Category	
\$825,000		Software	
FY 2024-2025 Cost			

## **Project Description**

\$334,795

This project will convert the PowerInsight Enterprise Data Warehouse data loading routines from Informatica PowerCenter to IICS, as required by the vendor's (Cerner) end-of-life requirements.



# **Annual Information Technology Budget Plan** FY 2024-2025

Campus	UABHS

Ipro/Reveal/NetMail (Email Archive) **Project Name** 

Infrastructure **University Unit** 

Ongoing **Project** (Ongoing or New)

Year Project Started	UA System Core Value
2021	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 3	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$975,000	Software
FY 2024-2025 Cost	
\$325,000	

## **Project Description**

This annual renewal is for our email archiving system licenses and support. In keeping with security good practices, email is automatically transferred from the "live" system to the archive after two years, where it is not accessible outside UAB Medicine.



The University of Alabama at Birmingham

Campus UABHS

Project Name Karta Archer Customization and Expansion

University Unit Information Security

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2022	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Subscription and Prof Sves
Total Project Cost	Category
\$400,000	Security
FY 2024-2025 Cost	

## **Project Description**

\$133,333

This project expands Archer customization and support for all the areas that are currently using it. This will pay for professional services from Karta.



The University of Alabama at Birmingham

Campus UABHS

Project Name Lawson/Infor Data Cleanup

University Unit Technical and Professional Services

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
2 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$500,000	Software
FY 2024-2025 Cost	
\$250,000	

## **Project Description**

This project is the implementation of Lawson/Infor-recommended configuration changes for purchase order code removal, invoice matching orders beginning with the vendor reference ID field, and performance analytics.



Campus

**University Unit** 

## **Annual Information Technology Budget Plan** FY 2024-2025

**UABHS** Lumen NLAN to ELAN Agreement **Project Name** 

**Telecommunications** 

Ongoing **Project** (Ongoing or New)

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$900,640	Infrastructure
FY 2024-2025 Cost	
\$305,213	

## **Project Description**

This Lumen ELAN agreement is for 36 months and covers remote sites under the UABHS, the UAHSF and Callahan. These sites are combined into a single agreement under the customer name of The Board of Trustees of the University of Alabama on behalf of University of Alabama Hospital. HSIS will invoice each departmental entity as monthly recurring charges, with accounting units provided by each of the various departmental entities.



The University of Alabama at Birmingham

Campus UABHS

Project Name Lumen SIP (Session Initiation Protocol) Agreements

University Unit Telecommunications

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2022	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$1,009,129	Infrastructure
FY 2024-2025 Cost	
\$336,376	

#### **Project Description**

These 3-year Lumen SIP (Session Initiation Protocol) Agreements provide local, long distance, and international calling. Lumen also provides all our telephone numbers (205-801-XXXX, 205-934-XXXX, 205-975-XXXX, 205-996-XXXX, etc. SIP is a protocol used for telephone and other communications.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS		
Project Name	Medallia Contra	Medallia Contract Renewal	
University Unit	Clinical/Financia	Clinical/Financial Applications	
Project (Ongoing or	New) Ongoing		
Year Project Starte	ed	UA System Core Value	
2019		The purpose of improving the lives and health of the citizens of the State of Alabama.	
<b>Length of Project</b> 9 Years			
Stage of Project FY 2024-2025 Year 5		Campus Strategic Directions Aligns with UAB Medicine Pillar Goal	
Funding Source		Project Type	
Hospital Plant Funds		Existing Subscription	
Total Project Cost		Category	
\$3,700,000		Software	
FY 2024-2025 Cost \$750,000			

## **Project Description**

Medallia is the platform used to poll patients about their care experience at UAB and track their responses. It is also used to guage employees' job satisfaction. The contract will be renewed for an additional 4 years.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Medigate IoT	
University Unit	Information Secu	urity
Project (Ongoing or )	New) Ongoing	
Year Project Starte	d	UA System Core Value
2023		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years		
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source		Project Type
Hospital Plant Funds		Existing Subscription
<b>Total Project Cost</b>		Category
\$1,650,000		Security
FY 2024-2025 Cost \$550,000		

#### **Project Description**

Medigate is our IoT (Internet of Things) solution, which allows for device discovery, profiling of devices, and security management of devices connected to the medical network, including biomedical equipment. This platform aids in discovery, management and utilization review of devices other than computers that require connection to the network in order to function. This includes infusion pumps, patient monitoring systems, ventilators, ECG/EKG machines, MRI scanners, and more.



The University of Alabama at Birmingham

Campus UABHS

Project Name

Montgomery Data Center Contract

**University Unit** 

Infrastructure

Project (Ongoing or New)

Ongoing

Year Project Started	UA System Core Value
2015	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 3	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$670,000	Infrastructure
FY 2024-2025 Cost	

## **Project Description**

\$670,000

This project is for the annual cost of the Retirement Systems of Alabama Montgomery disaster recovery secondary data center location.



## Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

Project Name Network Access Switch Refresh

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 5	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Hardware Replacement
Total Project Cost	Category
\$2,200,000	Infrastructure
FY 2024-2025 Cost	
\$2,200,000	

## **Project Description**

This project replaces multiple network access switches essential for networking due to end of hardware support: AAB-6500, FOT-6500, GSB-6500, HI01-6500, HI02-6500, JNW-6500, NW-6500, RAC-6500, SMALL-6500, SW-6500, TKC-6500, VC01-6500, VC02-6500, WIF02-6500, WP-6500.



The University of Alabama at Birmingham

Campus UABHS

Project Name Network Distribution Switch Refresh

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
6 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 6	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Hardware Replacement
Total Project Cost	Category
\$1,851,000	Infrastructure
FY 2024-2025 Cost	
\$1,851,000	

## **Project Description**

This project is for routine on-going replacement of end-of-life network distribution switches throughout the organization.



The University of Alabama at Birmingham

Campus UABHS

Project Name Network Montgomery EoVS Equipment Refresh

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started 2025	UA System Core Value  The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source Hospital Plant Funds	Project Type
Total Project Cost \$1,300,000	Hardware Replacement  Category Infrastructure
FY 2024-2025 Cost \$1,300,000	

#### **Project Description**

This project provides for routine replacement of network equipment for routine life cycle/end-of-life/end-of-vulnerability (EoV). Cisco has changed the EoV from 5 years to 3 years, which means no support will be available. A large amount of Cisco network equipment will need to be replaced. This includes network equipment at the Montgomery data center (\$710K), production DCs (\$1.6M), and wireless access point replacement (\$1.1M).



# **Annual Information Technology Budget Plan** FY 2024-2025

Campus	UABHS	
Project Name	Network Refresh	
University Unit	Infrastructure Pro	pject
Project (Ongoing or N	lew) Ongoing	
Year Project Started	1	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years		
Stage of Project FY 2 Year 3	2024-2025	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Hardware Replacement
<b>Total Project Cost</b>		Category
\$650,000		Infrastructure
FY 2024-2025 Cost \$650,000		

## **Project Description**

This project provides for the routine refresh of Production Edge/DMZ routing and switching, with the exception of the ASR routers, which have vulnerability support until July 31st, 2025.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Network Wireless AP Replacement	

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
4 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 4	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Hardware Replacement
Total Project Cost	Category
\$800,000	Infrastructure
FY 2024-2025 Cost	<del></del>
\$800,000	

## **Project Description**

This project replaces wireless access points (WAP) in CPM, Spain Rehab, SRC Bridge, JNW, TKC, TKC Annex, & TKC parking deck and also includes Juniper WAPs, Oberon Panels and Retrofit Doors.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Oracle America	
University Unit	Infrastructure	
Project (Ongoing or N	New) Ongoing	
Year Project Starte	d	UA System Core Value
2022		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years		
Stage of Project FY 2024-2025 Year 2		Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Existing Subscription
Total Project Cost \$6,500,000		Category Software
FY 2024-2025 Cost \$1,300,000		

# **Project Description**

This agreement is for the annual Enterprise Oracle licenses, support, and maintenance contract. A new agreement was signed in 2022.



The University of Alabama at Birmingham

Campus	UABHS	
Project Name	Oracle Java Licer	nsing
University Unit	Infrastructure	
Project (Ongoing or N	New) Ongoing	
Year Project Starte	d	UA System Core Value
2022		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
3 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Year 3		Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Existing Subscription
<b>Total Project Cost</b>		Category
\$3,160,000		Software
FY 2024-2025 Cost		
\$2,300,000		

## **Project Description**

JAVA 8 licensing is required to operate several UABHS legacy applications in our IT environment, including the Cerner EHR, the Oracle financial system, AccuReg, and others. As well, some websites will only function if JAVA is installed on a desktop. In 2023, Oracle introduced an new enterprise-wide metric licensing model that requires organizations to license all end users even if only one JAVA-dependent application resides on your network. This will cause us to purchase licenses for our entire population of approximately 22,000 users.



The University of Alabama at Birmingham Campus **UABHS** 

**Project Name** 

Packet Broker (Gigamon or Arista) 40 g

**University Unit** 

**Information Security** 

**Project** (Ongoing or New)

Ongoing

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	

3 Years

**Campus Strategic Directions** Stage of Project FY 2024-2025 Aligns with UAB Medicine Pillar Goal Year 1

Funding Source Hospital Plant Funds	Project Type Equipment and System Upgrade	
Total Project Cost	Category	
\$1,000,000	Security	

FY 2024-2025 Cost

\$333,333

**Project Description** Gigamon and Arista are so-called packet broker devices that analyze network traffic and feed data to our security systems, which include Medigate, which scans medical devices, and the Intrusion Detection System (IDS). This is currently at peak capacity. In order to support new network upgrades, the packet broker, on which both these systems are dependent, must be upgraded.



The University of Alabama at Birmingham

Campus	UABHS	
<b>Project Name</b>	Park Place Hardware Support	
University Unit	Infrastructure	
Project (Ongoing or I	New) Ongoing	
Voc-Businet Stanto	d IVA Startana Como Volum	
Year Project Starte	d UA System Core Value  The purpose of improving the lives and health of the citizens	

2023	of the State of Alabama.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Contract Renewal
Total Project Cost	Category
\$600,000	Infrastructure
FY 2024-2025 Cost	

## **Project Description**

\$600,000

Park Place Services provides on-site and remote support for legacy systems.



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	ProofPoint (Renewal)	
University Unit	Infrastructure	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2025		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
2 Years		
Stage of Project FY	2024-2025	Campus Strategic Directions
Year 2		Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Existing Subscription
<b>Total Project Cost</b>		Category
\$867,041		Software
FY 2024-2025 Cost \$0		

## **Project Description**

Annual ProofPoint renewal, for which costs are paid upfront. Proofpoint is a comprehensive cybersecurity solution that focuses on email and data protection. It offers advanced threat intelligence and defense against evolving cyber threats, including phishing attacks, malware, and ransomware. The Proofpoint Security Tool employs sophisticated threat detection mechanisms, real-time analysis, and machine learning algorithms to identify and block malicious content. All costs were paid in Year 1.



## Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	

Project Name Reliaquest 24/7 SOC with SIEM Migration to Chronicle

University Unit Information Security

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 2 Years	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Existing Subscription
Total Project Cost	Category
\$3,000,090	Security
FY 2024-2025 Cost	
\$1,547,400	

## **Project Description**

Reliaquest provides 24/7 monitoring of hospital security systems. Combining our SIEM (Security Incident and Event Management) platform with a 3rd party service we are able to monitor logs from multiple systems and respond immediately through the use of the 24/7 service and internal on-call specialists. Moving to Google Chronicle is needed to ingest unlimited logs/alerts from systems that are currently out of scope.



The University of Alabama at Birmingham

Campus UABHS

Project Name Routine Server Life Cycle/EOL Replacement

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started UA System Core Value

2025 The purpose of improving the lives and health of the citizens

of the State of Alabama.

Length of Project

1 Year

Stage of Project FY 2024-2025 Campus Strategic Directions

Year 1 Provide a reliable, available and robust network infrastructure

for UAB Hospital.

Funding Source Project Type

Hospital Plant Funds Hardware Replacement

Total Project Cost Category

\$1,600,000 E-Learning

FY 2024-2025 Cost

\$1,600,000

## **Project Description**

This project supports routine life cycle/end-of-life server equipment replacement and growth, including Synergy blade servers at C Spire and the DC BLOX data center locations.



# Annual Information Technology Budget Plan FY 2024-2025

Campus **UABHS** Sirius/CDW (IBM) AIX maintenance for Lawson, Cerner, Tivoli and NIM (All) **Project Name University Unit** Infrastructure Ongoing Project (Ongoing or New) Year Project Started **UA System Core Value** The purpose of improving the lives and health of the citizens 2024 of the State of Alabama. Length of Project 1 Year Stage of Project FY 2024-2025 **Campus Strategic Directions** Provide a reliable, available and robust network infrastructure Year 1 for UAB Hospital.

Funding Source	Project Type	
Hospital Plant Funds	Existing Subscription	
Total Project Cost	Category	
\$1,098,930	Software	

FY 2024-2025 Cost

\$1,098,930

## **Project Description**

This project is for the annual AIX PF2 software maintenance support for all AIX operating system nodes.



The University of Alabama at Birmingham

Campus UABHS

Project Name Sirius/CDW WebSsphere and Spectrum Protect yearly maintenance

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Bolster software infrastructure
Funding Source	Project Type
Hospital Plant Funds	Contract Renewal
Total Project Cost	Category
\$1,432,173	Infrastructure
FY 2024-2025 Cost	
\$1,432,173	

## **Project Description**

Spectrum Protect is a tool that supports backup for end user files and systems that reside on enterprise infrastructure and storage units. WebSphere is proprietary software that directs transactions to the correct location within our Cerner and HealthQuest applications.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Sirius/IBM - GSB Mainframe Support (HealthQuest)	
University Unit	Infrastructure	
Project (Ongoing or N	(ew) Ongoing	
Year Project Started	I	UA System Core Value
2020		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years		
Stage of Project FY 2024-2025 Year 3		Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source Hospital Plant Funds		Project Type Contract Renewal
Total Project Cost \$942,000		Category Infrastructure
FY 2024-2025 Cost \$314,051		

## **Project Description**

This is vendor hardware and technical support for the HealthQuest application's mainframe computer. The HealthQuest application is our financial and front-end patient registration, scheduling and billing revenue cycle management system.



The University of Alabama at Birmingham

Campus UABHS

Project Name Storage Life Cycle/EOL Replacement and Growth

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started 2025	UA System Core Value  The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project 1 Year		
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.	
Funding Source	Project Type	
Hospital Plant Funds	Hardware Replacement	
Total Project Cost	Category	
\$2,200,000	Infrastructure	
FY 2024-2025 Cost		
\$2,200,000		

## **Project Description**

This project provides for routine life cycle/end-of-life replacement of storage arrays and equipment. This includes 4x48 port cards (\$400K), additional SAN storage (\$400K), GSB SAN Directors (\$300K), and SAN storage capacity growth (\$1M).



# Annual Information Technology Budget Plan FY 2024-2025

ı	Campus	UABHS
I	Project Name	Tenable Vulnerability Scanning

University Unit Information Security

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2024	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Implementation
Total Project Cost	Category
\$762,000	Security
FY 2024-2025 Cost	
\$254,000	

## **Project Description**

Tenable Vulnerability Scanning is a tool used to assess the security of the systems on our network based on detected and known security vulnerabilities. It works in conjunction with our threat intelligence platform to determine the highest rated threats based on actual attacks seen around the world. This allows the HSIS team to focus on the threats most applicable to our environment.



## Annual Information Technology Budget Plan FY 2024-2025

Campus UABHS

Project Name Unite Software Annual Nurse Call Support/Maintenance

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started 2023	UA System Core Value  The purpose of improving the lives and health of the citizens of the State of Alabama.	
Length of Project 3 Years		
Stage of Project FY 2024-2025 Year 2	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.	
Funding Source Hospital Plant Funds	Project Type Existing Subscription	
Total Project Cost \$947,004	Category Software	
FY 2024-2025 Cost \$315,668		

## **Project Description**

This software mediates between the Nurse Call system, which patients use to call nursing staff from their rooms, and Vocera badges, which are compact, wearable devices that send voice messages to nurses. This integration allows nurses to respond to patient requests when they are away from the nursing station. Unite also interfaces with the telephone system, provides reports on usage, and facilitates assigning badges to patient rooms.



The University of Alabama at Birmingham

Campus UABHS

Project Name VMWare (Renewed May FY23)

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 2	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Contract Renewal
Total Project Cost	Category
\$4,200,000	Software
FY 2024-2025 Cost	
\$1,400,000	

## **Project Description**

VMware provides enterprise level virtualization, a technology that enables creation of so-called virtual computing resources, such as servers. This allows HSIS to better manage infrastructure for support, deployment, patching, upgrading, security, and disaster preparedness. It also decreases the total cost of ownership by more efficient use of hardware and lower support costs compared to non-virtualized environments. This is a hospital-wide, long-term contract that was negotiated at a steep discount. The VMware platform, which underpins our entire virtual server environment, consists of ~4,000 virtual servers. All virtualized applications within our environment run on VMware, including UAB Hospital's Cerner, non-Cerner, and Citrix infrastructure.



# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Vocera/Stryker Equipment Hospital Lease	
University Unit	Infrastructure	
Project (Ongoing or N	New) Ongoing	
Year Project Started	d	UA System Core Value
2023		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project		
3 Years		
Stage of Project FY 2024-2025 Year 1		Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		New
Total Project Cost		Category
\$1,300,000		Infrastructure
FY 2024-2025 Cost		1
\$386,282		

## **Project Description**

This is a three-year lease for Vocera wearable badges, which nurses and other healthcare staff use for voice communication, clinical alerts, and nurse call.



The University of Alabama at Birmingham

# Annual Information Technology Budget Plan FY 2024-2025

Campus	UABHS	
Project Name	Vocera/Stryker n	naintenance
University Unit	Infrastructure	
Project (Ongoing or I	New) Ongoing	
Year Project Starte	d	UA System Core Value
2021		The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	***	-1
2 Years		
<b>Stage of Project FY</b> Year 2	2024-2025	Campus Strategic Directions Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source		Project Type
Hospital Plant Funds		Contract Renewal
Total Project Cost \$566,000		Category Software
FY 2024-2025 Cost \$566,000		

# **Project Description**

This contract is for maintenance and support services for our Vocera system and devices, which are used enterprise-wide for clinical communications.



The University of Alabama at Birmingham

Campus UABHS

Project Name Wolters Kluwer UpToDate

University Unit Clinical/Financial Applications

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2020	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
4 Years	
Stage of Project FY 2024-2025 Year 4	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source	Project Type
Hospital Plant Funds	Contract Renewal
Total Project Cost	Category
\$2,865,948	Software
FY 2024-2025 Cost	
\$837,681	

# **Project Description**

This software provides evidence-based content (clinical, drug, patient, other) used by providers and other caregivers to improve health outcomes and help address decision-making.



The University of Alabama at Birmingham

Campus UABHS

Project Name WOW Cart Replacement Project

University Unit Infrastructure Project

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project	
2 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Provide a reliable, available and robust network infrastructure for UAB Hospital.
Funding Source	Project Type
Hospital Plant Funds	Hardware Replacement
Total Project Cost	Category
\$2,000,000	Infrastructure
FY 2024-2025 Cost	

# **Project Description**

\$1,000,000

This project replaces old Workstations-on-Wheels/Nursing Unit Carts. Some devices are over 10 years old.



# Annual Information Technology Plan 2024-2025



Campus UAH

Project Name ERP Evaluation and Migration

University Unit Office of Information Technology

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2024	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
2 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Enterprise Architecture
Funding Source	Project Type
Central Funds	Software Upgrade
Total Project Cost	Category
\$3,000,000	Software
FY 2024-2025 Cost	
\$1,500,000	

# **Project Description**

This project is to move to the existing on-premise Ellucian Banner ERP system to their cloud-based SaaS (software as a service) model. The on-premise instance was initially installed in 2004. The upgrade moves UAH to a more contemporary platform to align our technological infrastructure with the evolving needs of the university and its community. Ellucian has conducted the initial review of our current system and provided an estimate of \$3 million for the deeper evaluation and migration/implementation. After the migration, additional costs will be incurred for ongoing maintenance and licensing.



Campus UAH

Project Name Pure Storage

University Unit Office of Information Technology

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2023	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	- January II
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	License Renewal
Total Project Cost	Category
\$1,371,000	Infrastructure
FY 2024-2025 Cost	
\$274,200	

# **Project Description**

This project is a Platform-as-a-Service (PaaS) solution that will allow UAH to replace aging computing infrastructure at a faster rate and allow us to better monitor usage of storage. Pure will allow us to procure storage and the associated funding only in the increments we need. UAH currently uses Pure storage in the on-campus data center (260 Terabytes) and the disaster recovery site in Atlanta (260 Terabytes). The current contract will expired in FY 24 and we are hoping to renew for another 5 years. The total project cost is computed as \$1,371,000 and the estimated year one cost (FY25) of \$274,200.



**University Unit** 

# Annual Information Technology Budget Plan FY 2024-2025

Campus	UAH
Project Name	Banner ERP

Office of Information Technology

Project (Ongoing or New) Ongoing

Year Project Started 2022	UA System Core Value  Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 5 Years	
Stage of Project FY 2024-2025 Year 3	Campus Strategic Directions Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	License Renewal
Total Project Cost	Category
\$3,359,490	Software
FY 2024-2025 Cost \$678,042	

# **Project Description**

Renewal of the Ellucian Banner Enterprise Resource Planning (ERP) agreement. The ERP system includes modules for Student, Financial Aid, Finance, and Human Resources and is the system of record for the university. This is year three of the five year agreement. UAH estimates 5% escalation for each contracted year.



Campus UAH

Project Name Banner Technical Advisory Services / Banner Technology Support

University Unit Office of Information Technology

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2023	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
1 Year	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	Subscription and Prof Svcs
Total Project Cost	Category
\$269,010	Staff Augmentation
FY 2024-2025 Cost	
\$269,010	

# **Project Description**

This is a consulting agreement with Ellucian to provide support for the ERP (Banner). The length is for one (1) year and is necessary to provide enough time and resources to address any issues and to ensure that the ERP is updated properly. The price is stable throughout the length of the agreement, but can change as we execute new agreements. At the end of this agreement UAH would have to either execute a new agreement with the company or look to hire staff with the appropriate skills. This deal can be unwound at termination with out any difficulty.



Campus UAH

Project Name Crowdstrike End Point Detection

University Unit Office of Information Technology

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2020	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
1 Year	
Stage of Project FY 2024-2025 Year 1	Campus Strategic Directions Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	License Renewal
Total Project Cost	Category
\$386,025	Security
FY 2024-2025 Cost	
\$386,025	

# **Project Description**

CrowdStrike is a cybersecurity solution designed to mitigate cybersecurity threats and incidents. The tool enhances the security capabilities of the Cybersecurity team, protects systems against malware, and enables measurement and understanding of real-time security threats, conditions, and events. CrowdStrike is an integral component to the OIT Chief Information Security Officers, as well as the University of Alabama System's endpoint security vision for all System universities, including UAH.



Campus	UAH	
Project Name	Elsevier	
University Unit	Library	
Project (Ongoing or	New) Ongoing	
Year Project Starte	ed	UA System Core Value
2022		Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years	-	otato.
<b>Stage of Project FY</b> Year 3	2024-2025	Campus Strategic Directions Teaching & Learning
Funding Source Annual Budget (O&M)	)	Project Type Contract Renewal
Fotal Project Cost \$2,082,314		Category Library Subscription
FY 2024-2025 Cost \$415,906		

# **Project Description**

Elsevier provides access to published journal titles, book chapters and handbook series support research and scholarly endeavors of all UAH students, faculty, staff and researchers.

The renewal of this product will continue to provide the ability to access research journals, book chapters, handbooks, etc. This number is inclusive of UAH's portion of the UA system contract with Elsevier. This is an ongoing subscription that was renewed in 2021. Total project cost is the yearly cost multiplied by the years of the contract not the total amount spent.



Campus UAH

Project Name Oracle Campus Wide License

University Unit Office of Information Technology

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2022	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
5 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 3	Enterprise Architecture
Funding Source	Project Type
Annual Budget (O&M)	Existing Subscription
Total Project Cost	Category
\$964,079	Software
FY 2024-2025 Cost	

# **Project Description**

\$194,731

Oracle is the database which supports the Ellucian Banner ERP. It is included here as a 5-year project, to coincide with the Banner license. An increase in cost is calculated at 5% per year.



# University of Alabama System<sub>®</sub>

Individually Distinct. Altogether Stronger.

# Annual Information Technology Plan 2024-2025



Campus UA System Entities

Project Name Axonius: IT Asset Management

University Unit University of Alabama System

Project (Ongoing or New) New

Year Project Started	UA System Core Value
2024	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project	State.
3 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	
Funding Source	Project Type
Annual Budget (O&M)	New Subscription
Total Project Cost	Category
\$1,384,618	Software
FY 2024-2025 Cost	

# **Project Description**

\$295,752

Axonius is a cybersecurity platform designed to give organizations visibility and control over assets within their network. . UA System leveraged the UA System's purchasing power by combining contracts to secured pricing at or below current entities' contracts while expanding the capabilities of the platform. This product is currently used by campuses and the FY 2024-2025 total accounts for credits given based on current individual contracts.



Campus	UA System Entities	
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Project Name UASRON - Lumen Dark Fiber IRU, Maintenance, & Colocation Agreement

University Unit University of Alabama System

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2025	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project	
20 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 1	
Funding Source	Project Type
Annual Budget (O&M)	Contract Renewal
Total Project Cost	Category
\$8,000,000	Infrastructure
FY 2024-2025 Cost	

# **Project Description**

This is a combined renewal agreement for the University of Alabama System Regional Optical Network (UASRON) dark fiber lease, colocation, and maintenance agreement for the Lumen fiber and colocation facilities. The current agreements are set to expire in January 2026. Due to the criticality of this fiber, negotiations have begun to renew the lease and services. Please note this renewal agreement may need to be executed well in advance of the January 2026 term date to secure the fiber for future use and operations. This is a continuity of operations issue for all three institutions.

"Dark fiber" is term for optical fiber cables that have been placed by Internet carriers but are unused. The University of Alabama System has leased fiber since 2006 to provide high speed connectivity to a research network between the UA System entities and regional research institutions.



Campus UA System Entities

Project Name UASRON - Lumen Maintenance & Colocation Agreement

University Unit University of Alabama System

Project (Ongoing or New) Ongoing

UA System Core Value
Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
state,
Campus Strategic Directions
Project Type
Contract Renewal
Category
Infrastructure

# **Project Description**

This agreement provides colocations at repeater sites and points of presence (POPs) as follows:
Nashville-Huntsville, Huntsville-Birmingham, Birmingham-Atlanta. This agreement also leases rack space to
UASRON and sells power for the equipment required to use the leased fiber. The agreement was assigned to
UA System in 2006 from National Research & Education Fiber Company, L.L.C. Due to the criticality of
these services to the operation of the UASRON, negotiations have begun to renew the colocation and
maintenance services.



Campus

# Annual Information Technology Budget Plan FY 2024-2025

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**UA System Entities** 

Project Name UASRON - Lumen Metro and Intercity IRU Agreement

University Unit University of Alabama System

Project (Ongoing or New) Ongoing

Year Project Started	UA System Core Value
2006	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project	
20 Years	
Stage of Project FY 2024-2025	Campus Strategic Directions
Year 20	
Funding Source	Project Type
Annual Budget (O&M)	Contract Renewal
Total Project Cost	Category
\$920,000	Infrastructure
FY 2024-2025 Cost	
\$50,000	

# **Project Description**

The University of Alabama System Regional Optical Network (UASRON) is a dark fiber network owned and operated by The University of Alabama System (UA System). It connects all three UA System research institutions to Internet2 and Southern Light Rail. UA, UAB, and UAH each contribute to the UASRON annually to fund operational costs, as well as repair, replacement and maintenance of equipment and infrastructure. This agreement is for the lease of a portion of the fiber that makes up UASRON. The agreement was assigned to UA System in 2006 from National Research & Education Fiber Company, L.L.C. Due to the criticality of these services to the operation of the UASRON, negotiations have begun to renew the colocation and maintenance services.

"Dark fiber" is term for optical fiber cables that have been placed by Internet carriers but are unused. The University of Alabama System has leased fiber since 2006 to provide high speed connectivity to a research network between the UA System entities and regional research institutions.

# PNC TREASURY MANAGEMENT SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

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1.1 Parties. This Agreement contains the terms	s and conditions under which PNC will provide accounts and
selected Services to a customer effective as of	(Date).

- 1.2 <u>Definitions</u>. Capitalized terms that are used in this Agreement and not otherwise defined herein shall have the meaning ascribed to such terms in <u>Addendum A</u> attached hereto.
- 1.3 <u>Business Use</u>. Customer shall use the Services solely to carry on its lawful business. Further, Customer shall not use any of the Services to process or facilitate transactions for or on behalf of any third party without obtaining PNC's prior written consent.

#### 1.4 <u>Responsibilities of the Customer.</u>

- 1.4.1 <u>Joint and Several Liability</u>. Each Party who participates in any of the selected Services, will be subject to the provisions of this Agreement and any other applicable documentation provided by PNC to Customer prior to and during Service implementation, including but not limited to each respective Service Schedule. Further, each Party who participates in any of the selected Services, will be jointly and severally liable to PNC to the fullest extent permitted by law.
- 1.4.2 Affiliate Use. Customer must notify PNC in writing before any other affiliate or legal entity uses a Service and must sign all documentation as PNC may reasonably require. The Customer represents and warrants that each participating affiliate or legal entity is duly authorized by law and by all necessary Parties and that each is aware of their obligations under this Agreement and any other applicable documentation. The Customer will provide to PNC upon request evidence of such authorization for such entities to use the selected Services. PNC may continue to rely on the information supplied by Customer until PNC receives written notice of any change and has had a reasonable opportunity to act on such notice.
- 1.4.3 Service Schedules. Each Service Schedule applicable to a particular Service is available on the Services Portal (www.PNC.com/TMDocuments). Prior to Customer accessing or using any of the Services, Customer shall review the relevant Service Schedule(s) for such Services and Customer acknowledges and agrees that it has been given access to such Service Schedule(s) via the Services Portal. By accessing or using a Service, Customer agrees to the terms and conditions set forth in the applicable Service Schedule for such Service. Each such Service Schedule is incorporated by reference into this Agreement. In the event of any conflict or inconsistency between any provision of these General Terms and Conditions and any provision of a Service Schedule, the provision set forth in the Service Schedule shall control.

#### 1.5 <u>Fees</u>.

1.5.1 <u>Standard Fees.</u> PNC will charge Customer its standard fees for the Services unless otherwise mutually agreed to in writing. PNC will provide prior written notice of fee changes.

- 1.5.2 <u>Account Analysis</u>. PNC will perform a monthly account analysis to determine if Customer's applicable account balances are sufficient to offset that month's fees. Customer may request to have compensating balances offset fees, in lieu of receiving a monthly invoice. If compensating balances are not sufficient to offset the fees, PNC will debit one of Customer's accounts for the difference, which Customer may designate for that purpose.
- 1.5.3 Combined Compensating Balance. Monthly fees will be itemized on Customer's monthly account analysis statement. If Customer requests PNC to use the combined compensating balances of a legal entity to offset the fees incurred by a different legal entity, Customer represents and warrants to PNC that such use is authorized, has been properly disclosed to third parties if required by law, and will not violate any law, contract or any other obligation lowed to any person, including any beneficial owner of the compensating balances or any customer of Customer or such other entity. There may be certain fees that Customer may not pay by compensating balances. PNC will debit one of Customer's PNC accounts for such fees.

#### 1.6 Scope.

- 1.6.1 Effective Date. As of the Effective Date this Agreement, and as may be updated, will govern all Services selected. Customer shall at all times be responsible for ensuring it reviews the applicable Service Schedule prior to utilizing any Service.
- 1.6.2 New Services. Any Services which Customer may select and add subsequent to the Effective Date of this Agreement, shall also be governed by this Agreement and the applicable Service Schedule(s). Customer shall access the Services Portal and review each additional Services Schedule(s) prior to selection of any such Services and will be subject to PNC's standard fees for such additional Services.
- 1.6.3 <u>Acceptance</u>. Customer's use of a new Service or continued use of an existing Service will ratify its acceptance of the applicable terms and conditions for that Service.

## 2. Deposit Account Services

#### 2.1 Deposits to Account.

- 2.1.1 <u>Making Deposits</u>. Customer may make deposits to the Account during normal business hours at any PNC branch, by mail and at any time electronically. If available for business accounts in Customer's market, Customer may also make deposits by automatic or telephone transfer, or at an ATM that accepts PNC deposits.
- 2.1.2 <u>Refusal of Deposit</u>. If a check Customer deposited does not have Customer's endorsement, PNC may endorse it for Customer or treat the check as if PNC had endorsed it. PNC is not bound by any conditional or restrictive endorsements on a check (e.g., a requirement that each check have more than one signature) or by any endorsement "without recourse". PNC reserves the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than Customer or under any other circumstances in PNC's sole discretion. Customer will be responsible for any resulting losses if the Customer's endorsement is made improperly.
- 2.1.3 <u>Verification</u>. All deposits are subject to verification and Customer should retain a copy of any document that evidences each deposit. PNC will not be liable for any deposit that it does not receive. PNC reserves the right to adjust Customer's Account upon verification of any deposit or for errors related to the Account.

- 2.1.4 Non-Cash Deposits. All non-cash deposits are posted to the Account subject to PNC's receipt of "final payment" from the bank or other party on which the item is drawn. If PNC receives notice that an item is being returned to PNC unpaid, or if PNC does not receive final payment, PNC will charge Customer's Account consistent with this Agreement.
- 2.1.5 <u>Fund Transfers.</u> Credits to a Customer's Account for an automated clearinghouse credit entry or other fund transfer are provisional until PNC receives final settlement through a Federal Reserve Bank. PNC may rely on the Account numbers given to PNC by the financial institutions or other persons who send the fund transfer to PNC, and PNC will not be liable to Customer if PNC credits a fund transfer intended for Customer to another customer's account because the sender instructed PNC to credit an incorrect account number. If PNC does not receive final settlement or payment, PNC will charge Customer's Account as described in this Agreement.
- 2.1.6 Final Payment. If PNC does not receive final settlement for a Fund Transfer or final payment for a non-cash deposit, Customer agrees to refund the amount credited to Customer's Account. PNC will charge the Account for the amount of the credit, for any interest, and for applicable charges. If the charge-back of a returned non-cash deposit, refund of a fund transfer, or a bank charge creates an overdraft, Customer agrees to pay PNC the amount of the overdraft immediately, and PNC may charge Customer's Account a service charge for the overdraft. For more information, please see PNC's Funds Availability Policy, which may be amended from time to time and is available on the Services Portal. PNC will charge any fees incurred to collect a deposited item to Customer's Account and may impose a service charge for the collection.
- 2.1.7 <u>Right to Refuse.</u> PNC reserves the right to refuse or to return all or part of a deposit at any time. All deposits and credits to Customer's Account are subject to review for compliance with applicable law, which may result in delays in posting such deposits or credits. PNC may require a check be deposited into Customer's Account instead of cashing it.
- 2.1.8 <u>Check Image Errors.</u> Customer's deposit or issuance of a check that does not use check form or check stock provided or approved by PNC, may result in errors in processing a check image created from such a check. To the extent permitted by law, PNC shall have no liability to Customer in the event that Customer incurs a loss from such errors.
- 2.1.9 <u>Substitute Check Documents</u>. Customer shall not deposit a Substitute Check Document without PNC's express written consent. PNC's acceptance for deposit of a Substitute Check Document shall not be deemed a waiver of the foregoing prohibition. Customer shall not identify PNC as a "reconverting bank" or "truncating bank" on a Substitute Check Document that Customer deposits at any other financial institution or transfers to any other person.
- 2.2 <u>Real Time Payments</u>. Customer agrees not to effectuate or receive a payment on behalf of any person that is not a U.S. citizen or resident using the Clearing House Association's Real-Time Payment Network.
- 2.3 Remotely Created Checks. If Customer deposits a Remotely Created Check with PNC, Customer represents and warrants that the check is authorized to be paid in the amount stated and to the payee named on the check. PNC may honor Remotely Created Checks authorized by Customer in the amount stated on the check and to the payee named on the check. All of the terms in this Agreement and under applicable law that apply to a "check" and/or "item" apply to Remotely Created Checks, including without limitation substitute checks created from Remotely Created Checks and check images of Remotely Created Checks.

#### 2.4 Withdrawals from Account.

- 2.4.1 Permitted Withdrawals. PNC may pay or return any transaction upon presentment if Customer's Account balance is less than the amount of that transaction. Checks or other debit items or withdrawal orders presented against insufficient ledger or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of Customer's withdrawal orders. PNC may exercise its discretion in paying some but not all of the items in any order. PNC's general practice is to post withdrawals from Customer's Account according to the date and time PNC receives notice of the transaction. The order in which PNC processes these withdrawals may affect the total amount of overdraft item fees and returned item fees charged to Customer's Account. PNC will not be responsible for damages or wrongful dishonor if any item is not paid as a result of the order in which PNC processes the withdrawals. If, in PNC's sole discretion, PNC permits withdrawals for which there are not sufficient available funds, or Customer otherwise overdraws the available funds in Customer's Account, Customer agrees to repay PNC immediately the funds advanced. PNC will assess Customer's Account a service charge, and PNC may also assess Customer's Account an interest charge, which will be separately disclosed to Customer, each day on the amount of the overdraft. At no time shall PNC be required to allow Customer to overdraw its Account, even if PNC allowed such activity on one or more previous occasions. If, within a reasonable time, Customer does not deposit sufficient funds to bring its Account current of incurring an overdraft, then PNC may charge Customer a fee for services used to recover the outstanding indebtedness.
- 2.4.2 <u>Sufficient Funds Determination</u>. PNC may conclusively rely on any deposits or withdrawals posted to Customer's Account and pending electronic transactions for which PNC has received notice, even if the notice incorrectly describes the transaction or transactions have not yet posted to the Customer's Account. This could result in an overdraft if sufficient funds are not available in Customer's Account to satisfy a withdrawal request. PNC will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds. If Customer's Account is a Sweep or a Zero Balance Account, PNC will not consider pending electronic transactions in determining whether Customer has sufficient funds to cover a withdrawal. Please review the Funds Availability Policy, which is available on the Services Portal, for more information.
- 2.4.3 Check Date. PNC WILL NOT BE LIABLE TO CUSTOMER FOR PAYING CHECKS WHICH ARE POST-DATED, STALE-DATED (OLDER THAN SIX MONTHS) OR UNDATED. If Customer does not wish PNC to pay a check Customer has issued, Customer must place a stop payment order with PNC and renew such stop payment order every six months.
- 2.4.4 Approved Check Forms. Customer agrees to use only check forms supplied or approved by PNC. PNC uses automated means to process Customer's checks. Customer agrees that PNC is not obligated to inspect any specific check, monitor nonstandard instructions or other legends appearing on checks, and reasonable commercial standards do not require PNC to do so. Customer agrees that PNC does not have to notify Customer if PNC refuses to pay a check Customer has written, if PNC pays a check that overdraws Customer's Account, of if PNC imposes a fee in connection with either of these events.
- 2.4.5 Withdrawals by Check. If Customer makes withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with PNC. PNC may refuse to honor a withdrawal if it receives conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal. Customer agrees that its internal restrictions on authorized signers are for Customer's internal use only and do not bind PNC even if Customer has made PNC aware of them.

- 2.4.6 <u>Charges for Cashing Checks.</u> PNC reserves the right, in its sole discretion, to refuse to cash or to impose a charge on anyone who asks PNC to cash a check that Customer has written. PNC will not be liable to Customer for dishonor of Customer's check, or otherwise, as a result of such refusal.
- 2.5 <u>Multicurrency Accounts</u>. Customer may, in accordance with PNC's policies and procedures, have a Multicurrency Account. Generally, deposits and withdrawals may be made to and from Multicurrency Accounts only by wire transfer, or by such other means as PNC may permit in its sole discretion.
  - Repayment. PNC is not required to repay a deposit made at a non-U.S. branch or any deposit denominated in non-U.S. Dollar currencies if repayment is prevented, prohibited or otherwise blocked due to: (a) an act of war, insurrection, or civil unrest or strife, (b) any action by a non-U.
    governmental authority or instrumentality or authority asserting governmental, military, or police power, whether recognized as a government or not, or by any political or revolutionary political or social party or movement that usurps or materially impairs an otherwise normally operating civil authority, or (c) the closure of a non-U.S. branch to prevent, in PNC's sole and reasonable judgment, harm to PNC's employees or property.
  - 2.5.2 <u>Applicable Laws</u>. All currency transactions are subject to exchange control regulations of the United States, the laws of the country or jurisdiction of the currency, and the laws of any other branch where the account is maintained.

#### 2.6 Foreign Currency Transactions.

- 2.6.1 In the event that a Service involves payment from or to Customer in a foreign currency, Customer's account shall be debited or credited in U.S. dollars with conversion based on PNC's then guoted rate for the foreign currency, plus or minus PNC's fees and expenses; however, if Customer's Account is designated as a foreign currency account, all transactions in the Account will be in the applicable foreign currency, subject to this Section, If Customer makes a payment to a beneficiary in a foreign country, PNC may deliver that payment in the applicable foreign currency, even if Customer has advised PNC to send it in U.S. dollars. Certain charges for foreign exchange, or otherwise, may be deducted from the amount of the payment. Regardless of whether Customer provides specific direction regarding use of a specific intermediary bank, PNC may use any intermediary bank that PNC selects to make payments. The effective date of any payment order initiated by Customer in a foreign currency will be subject to PNC's cutoff times, holiday schedules (in the United States and internationally) and PNC's obligations to comply with all applicable laws and regulations prior to executing the payment order. Customer acknowledges that foreign currency exchange rates are subject to change at any time. Customer agrees to assume the risk of any change in exchange rate between the time Customer requests a payment and the time the payment is completed, cancelled, rejected, or returned.
- As to any Service involving payment from or to Customer in a foreign currency, Customer and PNC agree that, except as provided in this Section, a Currency Event will not have the effect of altering any term, discharging, or excusing performance, or giving PNC the right to terminate or alter, this Agreement, any documentation for such Service, or any transaction under such Service. Customer agrees, however, at PNC's request to compensate PNC for any loss, cost, expense, or reduction in return that PNC has incurred or sustained because of a Currency Event and that would not have been incurred or sustained but for the provision of a Service to Customer. PNC will deliver to Customer a certificate setting forth PNC's determination of the amount or amounts necessary to compensate PNC for any such loss, cost, expense, or reduction in return, which certificate shall be conclusive absent manifest error.

- 2.6.3 Unless otherwise agreed by the parties to a transaction, each currency with respect to a particular country will be deemed to include any Successor Currency of that country. If after the trade date and on or before the settlement date of a transaction, a country has lawfully eliminated, converted, redenominated, revalued or exchanged its Original Currency in effect on such trade or between the trade date and settlement date for a Successor Currency, then, any Original Currency amounts will be converted to the Successor Currency amount. If there is more than one such date, the date closest to the settlement date will be used. Notwithstanding the foregoing, and subject to anything agreed to by the Parties, the consequences of such substitution or replacement will be determined in accordance with applicable law.
- 2.6.4 Customer and PNC will use reasonable efforts, to amend this Agreement or any documentation for a Service to reflect such Currency Event and to place Customer and PNC in substantially the same position with respect to the settlement of payments in the Successor Currency.
- 2.7 <u>Check Presentment.</u> Customer's Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by PNC that an item drawn on Customer's Account has been deposited for collection in another financial institution. A determination of Customer's Account balance for purposes of deciding to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.
- 2.8 <u>Transaction Limitations</u>. If Customer has a Money Market Deposit Account, PNC reserves the right to require that Customer give PNC notice in writing of an intended withdrawal from Customer's Account not less than seven (7) days before such withdrawal is to be made. If PNC permits Customer to make withdrawals without giving PNC notice, PNC may still require Customer to give PNC notice prior to subsequent withdrawals. Customer may make unlimited withdrawals or transfers from Customer's Money Market Deposit Accounts, regardless of how the withdrawals or transfers are made. Customer will be charged if Customer makes more than a total of six (6) transfers to other accounts or to third parties during each monthly statement period.
- 2.9 <u>Stop Payments</u>. Customer may stop payment on a withdrawal order or on any check, except for cashier's checks, official checks, or other cash equivalent items, in accordance with this Section.
  - 2.9.1 Receipt of Stop Payment Order. PNC must receive Customer's stop payment order at a time in a manner that gives PNC a reasonable opportunity to act on it prior to payment of the item. A STOP PAYMENT ORDER IS EFFECTIVE FOR SIX (6) MONTHS FROM THE DATE THE ORDER IS RECEIVED AND MAY BE RENEWED FOR ADDITIONAL SIX-MONTH PERIODS. PNC will accept stop payment orders issued by any person with signing authority on Customer's Account, regardless of who initiated the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order. Stop payment orders are subject to PNC's current charge for that service.
  - 2.9.2 Placing a Stop Payment Order. Customer may place a stop payment order at any branch office, by calling PNC at the telephone number on Customer's statement, by writing to PNC at the address on Customer's statement, or by any other notice method PNC agrees to honor. PNC will request information about the check or other withdrawal order to be stopped.

- 2.9.3 Inadvertent Payment. STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, PNC CANNOT ASSURE THAT THE ITEM CUSTOMER WANTS STOPPED WILL NOT BE PAID. In the event PNC inadvertently pays an item over Customer's valid stop payment order, PNC may refuse to recredit Customer's Account if Customer owed the money to the payee(s). Customer will be required to provide evidence satisfactory to PNC of the amount of Customer's loss. If PNC recredits Customer's Account, Customer shall be deemed to have assigned to PNC its rights against the payee(s), both on the item and the underlying claim, and PNC may require Customer to sign an affidavit that Customer did not receive full value from the transaction for which the check was issued and otherwise cooperate in PNC's recovery efforts.
- 2.10 <u>Use of Check Images and Substitute Checks</u>. For purposes of this Agreement, references to "checks" includes electronic images of a check created by PNC, a collecting bank, returning bank, Federal Reserve Bank or processor which receives the original check and "substitute checks". Except as provided in this Section, Customer acknowledges that check images and substitute checks will be processed by PNC in the same manner that it would process the original check. Customer also agrees that PNC may destroy any original check that has been imaged or returned as a substitute check.
- 2.11 <u>Acknowledgement of Applicable Rules and Regulations.</u> Customer acknowledges that transactions into and out of Customer's Account may also be subject to applicable clearinghouse and Federal Reserve Bank rules and regulations.
- 2.12 <u>Interest Bearing Accounts; Calculation of Interest.</u> The following provisions apply to interest-bearing business Accounts:
  - 2.12.1 Changes. Interest rates are variable and PNC in its sole discretion may change the interest rate and annual percentage yield on Customer's Account any time without limitation or notice.
  - 2.12.2 <u>Reporting.</u> PNC may withhold, report, and pay to the government a percentage of the interest earned on Customer's Account as required by law.
  - 2.12.3 <u>Methods of Calculation</u>. For all interest-bearing Accounts except for Hybrid Checking, PNC uses the daily balance method to calculate the interest on Customer's Account. This method applies a daily periodic rate to the principal in the account each day. Tiered-rate Accounts earn interest on the collected Account balance each day at the interest rate and annual percentage yield in effect for that day's balance.
  - 2.12.4 Interest Accrual. Interest begins to accrue on interest-bearing checking Accounts no later than the business day PNC receives credit for the deposit of checks and other non-cash items. Interest begins to accrue on money market deposit Accounts based on the day funds are available to Customer for withdrawal. Interest on business interest-bearing checking and money market Accounts is compounded and credited monthly. The average monthly balance is calculated by adding the principal in Customer's account for each day of the month and dividing that figure by the number of days in the month.

- 2.12.5 Hybrid Checking. For Hybrid Checking, PNC uses the average monthly investable balance (i.e., the average collected balance less reserves, if applicable) to calculate earnings credit and interest on Customer's Account. PNC will perform a monthly analysis on Customer's Account(s) with PNC to determine if Customer's average monthly investable balance for the month is sufficient, as determined by PNC, to compensate PNC for that month's fees. Balances used to compensate PNC for fees shall not earn interest. PNC will then apply a daily periodic rate to the average investable balance in excess of balances needed to offset transaction and maintenance fees, multiplied by the number of days in the month. Interest is earned on the excess account balance at the interest rate in effect on the last calendar day of the month. Interest rates are subject to change at any time and may be tiered. The earnings credit rate and the interest rate may not be the same. Any interest earned will be credited to Customer's Account no later than the last business day of the month following the month of the analysis.
- 2.12.6 <u>Linked Accounts</u>. For Accounts linked together for Account analysis, interest is earned on the combined relationship's excess Account balance at the interest rate in effect for the appropriate balance tier on the last calendar day of the month and will be credited to the settlement Account. If Customer's analysis relationship includes balances that are owned by more than one company, Customer is solely responsible to determine whether (a) all of the Account balances may lawfully earn interest and (b) any interest payments need to be allocated to the companies included in the analysis relationship.

#### 2.13 Rule 370 Notification Requirements.

- 2.13.1 Beneficial Owners. If Customer has opened a deposit Account on behalf of the beneficial owner (s) of the funds in the Account (for example as an agent, nominee, guardian, executor, custodian, or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). If PNC determines that this Account has transactional features as defined in § 370.2(j) of the FDIC's Rules and Regulations, Customer as the Account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below.
- 2.13.2 FDIC Guidance. The FDIC has published a guide that describes the process to follow and the information Customer will need to provide in the event PNC fails. In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC to demonstrate eligibility for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records Customer should keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon PNC's failure. Customer must be able to provide this information within 24 hours after the appointment of the FDIC as receiver in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. That information can be accessed on the FDIC's website at <a href="https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html">https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html</a>.

Customer has the opportunity to validate that the file format and the information in it is appropriate to facilitate the timely calculation of deposit insurance. Customer may contact its PNC representative to do so.

- 2.13.3 <u>Cooperation.</u> Customer agrees to cooperate fully with PNC and the FDIC in connection with determining the insured status of funds in such Accounts at any time. In the event of PNC's failure, Customer agrees to provide the FDIC with the information described above in the required format within 24 hours. As soon as the FDIC is appointed as receiver, a hold will be placed on Customer's Account and will not be released until the FDIC determines that Customer has provided the necessary data to enable the FDIC to calculate the deposit insurance. Customer understands and agrees that its failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against Customer from the beneficial owners of the funds in the Account. If Customer does not provide the required data, Customer's Account may be held or frozen until the information is received, which could delay when the beneficial owners would receive funds. Notwithstanding other provisions in this Agreement, this Section survives after the FDIC is appointed as PNC's receiver, and the FDIC is considered a third-party beneficiary of this section.
- 2.14 <u>No Extension of Credit</u>. PNC is under no obligation to process Customer's instructions or transactions if Customer's Account lacks an amount of sufficient funds. Nothing in this Agreement, shall be deemed to constitute a commitment or offer by PNC to extend credit or grant overdraft privileges to Customer.

#### 2.15 Instructions.

- 2.15.1 Reliance on Account or Other Identifying Number. If Customer (or a bank Customer has authorized to initiate a draw-down Funds Transfer request or other debit against Customer's Account with PNC) issues an Instruction containing an identifying or bank account number of the beneficiary, PNC may rely on such number and without verifying such number or other information and all without having liability to Customer. PNC may also rely, to the same extent and without having any liability to Customer, on the identifying or Account number as the correct identification of the beneficiary when PNC receives incoming Funds Transfers. If Customer issues an Instruction to PNC in which the name and number identify different banks or the number identifies a person other than a bank, PNC may rely solely upon the number in Customer's Instruction as the correct designation of the bank, Accordingly, Customer agrees to compensate PNC for any loss and expense incurred because of such reliance.
- 2.15.2 <u>Cancellation or Amendment</u>. PNC may execute Customer's Instruction as soon as it is received unless PNC has specifically agreed to accept an Instruction for execution on a future date. Customer will have no right to amend or cancel an Instruction once issued.
- 2.15.3 No Action on Instruction. PNC is not obligated to act on any Instruction and, where PNC does act, there may be delays in processing an Instruction, including as a result of PNC reviewing such Instructions against applicable laws, regulations, or regulatory guidance. PNC will not be liable to Customer for any such delays or failure to act. If PNC rejects or does not act upon Customer's Instruction in accordance with this section, PNC will notify Customer within a reasonable time. Notwithstanding the foregoing, PNC shall have no liability to Customer or any other person by reason of any delay in providing, or any failure to provide, such notice. Further, PNC will have no liability to Customer in connection with an Instruction Customer attempts to issue to PNC which PNC does not actually receive.
- 2.15.4 <u>Instructions Received After Cut-Off Time</u>. If an Instruction is received by PNC after the cut-off time specified for the applicable Service or on a day that is not a Banking Day, then the Instruction shall be deemed to have been received on the next Banking Day.

- 2.16 Statements. At Customer's election, PNC will make available a monthly statement either electronically or by mail to the last address that Customer has specified for its Account. This statement will list all activity that relates to Customer's Account during the statement period and any other information required by law. Upon receipt, Customer should review the statement carefully. IF CUSTOMER FAILS TO NOTIFY PNC, WITHIN 30 DAYS OF RECEIPT OR AVAILABILITY OF THE STATEMENT OR OTHER WRITTEN OR ELECTRONIC REPORT OF CUSTOMER'S ACCOUNT TRANSACTIONS, OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, PNC SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY ADDITIONAL LOSS. INCLUDING BUT NOT LIMITED TO, ANY LOSS OF INTEREST RESULTING FROM CUSTOMER'S FAILURE TO NOTIFY PNC. IN NO EVENT WILL PNC BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON CUSTOMER'S ACCOUNT THAT IS NOT BROUGHT TO PNC'S ATTENTION WITHIN 30 DAYS OF THE DATE ON WHICH CUSTOMER'S STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO CUSTOMER. Notwithstanding the foregoing, the time period for notifying PNC or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act. If Customer's statement is returned to PNC, PNC will suspend further mailings until a current address is received. Customer will be deemed to have received any information PNC mails to Customer five (5) business days after the information is mailed, even if it is returned to PNC as undeliverable. Customer will be deemed to have received information PNC holds at Customer's request at the time PNC makes such information available for Customer to pick up. Customer will be deemed to have received information PNC makes available to Customer electronically on the date PNC makes the information available for access by Customer.
- 2.17 Special Notice for Holders of Attorney Trust Accounts Regarding Compliance with State Rules. If Customer maintains an "Attorney Trust Account" or "IOLTA Account" (designations vary by state) with PNC, Customer acknowledges that it is bound by its state's rules and regulations governing attorneys: conduct with respect to such accounts, and Customer agrees that it is the attorney's or firm's responsibility to comply with all applicable laws and rules regarding such Account. PNC is allowed to deduct certain routine service charges (referred to as "reasonable service charges" in some, but not all, states) from the interest paid to Customer's state on an Attorney Trust Account. Charges which are not reasonable service charges according to Customer's state's rules and regulations will be the responsibility of the attorney or law firm handling the Account. Charges will be assessed on a monthly analysis statement or charged to the attorney's or law firm's billing account. Charges are set out in the business fee schedule, statement or other disclosure PNC provides to Customer.
- 2.18 <u>Special ERISA Disclosure</u>. If Customer's Account is held on behalf of a "pension plan" within the meaning of section 3(2)(A) of ERISA, Customer represents that: (a) Customer is a responsible plan fiduciary within the meaning of ERISA and its regulations with respect to the plan; (b) Customer is authorized under the terms and conditions of the governing plan documents to enter into this Agreement and to retain PNC to perform the Services contemplated herein; (c) Customer has received and reviewed PNC's ERISA section 408(b)(2) disclosure document (available at <a href="www.pnc.com/408b2">www.pnc.com/408b2</a>) describing the Services PNC provides and the compensation PNC receives with respect to this Agreement; (d) Customer has determined that the arrangement for Services and any fees paid to PNC are reasonable, and the Services provided by PNC pursuant to this Agreement are appropriate and helpful to the plan; and (e) Customer has received all necessary disclosures regarding such fees, as required by, and in accordance with, applicable regulations promulgated under ERISA section 408(b)(2).
- 2.19 Inactive Accounts. If Customer's Account is inactive and Customer has not otherwise communicated with PNC about such Account for the period provided by law, PNC will be required to transfer the balance of Customer's Account as "abandoned property" to the appropriate state authority. If Customer's Account is inactive six or more months, PNC reserves the right to impose an inactivity charge on Customer's Account. Customer also agrees that if its Account is inactive for six or more months, it will be subject to any new fees or fee increases which go into effect during the period of inactivity. If Customer's Account is considered "abandoned property" and turned over to the applicable state governmental authority, Customer may be able to reclaim the funds by proving to the governmental authority that Customer owns the funds and has met any other requirement under applicable law.

- 2.20 Adverse Claims to Funds in Account. PNC may place a hold on Customer's Account in the amount of any funds for which there may be an adverse claim while PNC investigates the claim or until ownership of the funds is established to PNC's satisfaction.
- 2.21 Money Owed. Except to the extent otherwise agreed with Customer in writing, any loans, charges, service or analysis charges, overdraft or other obligations or other indebtedness now or hereafter owed to PNC by Customer may be charged in whole or in part to the Account, to any other account(s) in Customer's name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. Customer grants PNC a security interest and right of set-off in the balance in the Account and in any other account(s) in Customer's name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to PNC and its affiliates by Customer. PNC may exercise its right of set-off without advance notice to Customer and without regard to any other right that PNC may have against Customer or any other party. Such set-off shall be effective immediately upon the occurrence of the event giving rise to the set-off rights even though PNC may enter the setoff on its books at a later date. PNC's security interest and right of set-off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, PNC may take any action permitted or required by law.
- 2.22 <u>Transfer of Ownership.</u> CUSTOMER'S ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON PNC'S RECORDS. PNC must approve any pledge of Customer's Account as security for a debt, and any pledge remains subject to PNC's security interest and right of set-off, unless PNC otherwise agrees in writing. If Customer wishes to transfer ownership of its Account, PNC may require that Customer's Account be closed and a new one be opened by and in the name of the new owner(s).
- 2.23 <u>Death of Sole Proprietor</u>. Following the death of a sole proprietor of an unincorporated business, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.
- 2.24 <u>Charges to Account</u>. Customer's Account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain Account services, and late payment charges as set out in the business fee schedule, statement or other fee disclosure PNC provides to Customer, which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from Customer's Account balance automatically and may cause Customer to become overdrawn or Customer's outstanding checks to be returned unpaid. If funds in Customer's Account are attached, garnished, or levied against, or if PNC is prohibited by law from paying on Customer's Account, PNC may assess a legal process charge. PNC will debit Customer's Account for any expenses PNC may incur as a result of any such legal action. Any such legal action may reduce Customer's Account balance and cause Customer's outstanding checks to be returned unpaid. PNC reserves the right to charge a fee for cashing checks Customer writes. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay PNC's check cashing fee, PNC may refuse to cash Customer's check, and PNC will not be liable to Customer for dishonor of such check. Customer may contact its PNC representative to learn the amount of the fee. PNC reserves the right to make changes to its fees and charges. Where practicable, notice of such changes will be sent to Customer by mail addressed to the last address that Customer specified for its Account or by making the information available to Customer in electronic form or otherwise as required or permitted by law.
- 2.25 <u>Closing Customer's Account.</u> Customer or PNC may close Customer's Account at any time for any reason and without prior notice. If PNC closes the Account, PNC will mail Customer a check for the final balance. Customer will still be liable to PNC for any service charges, returned checks or overdrafts, which may occur after the Account is closed.
- 2.26 <u>Disclosure Statements</u>. In connection with Customer's Account, PNC may give to Customer certain disclosure statements or policies and may revise them from time to time. All such statements, policies and revisions shall be considered to be part of this Agreement.

2.27 <u>Change in Account Information</u>. Customer should notify PNC immediately of any change in the officers of Customer's business or signing authority for Customer's Account. PNC may ask Customer to execute and deliver to PNC new account resolutions and signature cards before the change is made effective. Customer should also notify PNC in writing of any change in Customer's address.

#### 3. Accessing PNC Services and Technology

- 3.1 Rights of Use. Subject to the terms and conditions of this Agreement, PNC hereby grants to Customer a nonexclusive, nontransferable right to use the Services and any software or other Technology solely for lawful purposes in accordance with this Agreement. No right is granted for use of the Services or Technology by any third party or by Customer to operate a service bureau. Customer must retain intact all applicable copyright, patent, and trademark notices on and in all copies of any such Technology. Upon termination of a Service, the license to use the Service and Technology shall terminate.
- 3.2 <u>Limitations to Use</u>. PNC reserves the right to suspend access to all or a portion of a Service, or to temporarily restrict its use, at any time without notice to Customer if PNC suspects a security risk or other technical problem. PNC also reserve the right to terminate your use of a Service if, in its sole judgment, Customer or the authorized user have misused, or PNC reasonably anticipates will misuse, the Service.
- 3.3 <u>Technology Purchase</u>. Customer is responsible for purchasing, selecting, and maintaining the hardware, software, or other technology Customer use to send data or information to PNC or to access the Services. Customer agrees that PNC will not be responsible for the installation specifications (including cabling, power, and space), the installation, or the operation, maintenance, or technical support of any third-party product.
- 3.4 <u>File Testing</u>. Customer agrees that PNC will have no liability for any use of the File Format Testing Service, or any action or transaction in connection with the File Format Testing Service. Customer should only use test data for the File Format Testing Service. In addition to the test tool, Customer must complete end-to- end testing and meet all other requirements.

## 3.5 Security Procedures for Use of PNC Services.

- 3.5.1 <u>Generally</u>. If required for a Service, Customer must select a Security Procedure from the options PNC offers. Security Procedures may include security codes, PINs, tokens, check stock, or other security devices. To initiate transactions Customer must designate one or more Authorized Person(s).
- 3.5.2 <u>PNC Reliance</u>. If PNC follows a commercially reasonable Security Procedure in acting on any Instruction issued in Customer's name: (a) PNC shall be entitled to rely without investigation on such Instruction; and (b) Customer shall be bound by such Instruction.
- Authenticity of Instructions. Security Procedures are intended to confirm the authenticity of Instructions and not to detect errors in the content or transmission of Instructions, and PNC assumes no responsibility for doing so. PNC also assume no responsibility to discover or audit for any unauthorized disclosure or use of the Security Procedure or other breach of security by your employees, agents, or representatives, or any third party, and all losses resulting therefrom shall be solely your responsibility. Customer shall promptly notify PNC of any suspected breach of security, whether involving your employees, agents, or representatives.
- 3.5.4. <u>Customer Responsibilities</u>. Customer is responsible for all statements made and acts or omissions that occur while your Security Procedures are being used. Where Customer has authorized Any person to use your Security Procedures, your authorization shall be considered by PNC as unlimited and will be effective until Customer revokes the authorization in writing.

PNC Security Procedures are strictly confidential and should be disclosed only to those individuals who need to know them. Customer must instruct those individuals that they should not disclose the Security Procedures or otherwise make them available to anyone.

#### 4. Compliance With Laws, Regulation and Policy Requirements

- 4.1 <u>US Patriot Act and Other Laws.</u> In using and performing the Services, Customer and PNC agree respectively to comply with all Laws, including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws, regulations and Executive Orders that are enforced or administered by OFAC. Customer represents and warrants that Customer have all licenses that may be required by OFAC to make a payment or conduct any other transaction through PNC. PNC may delay, or refuse to process or carry out, any transaction initiated by Customer or involving one of your accounts with PNC if PNC believe in good faith that such action may be necessary to comply with Laws. If there is a conflict between this Agreement and any Law, then this Agreement shall fully vary such Law to the extent permitted by Law.
- 4.2 <u>Certification of Beneficial Owners and Other Additional Information</u>. If you are required to provide to us a Certification of Beneficial Owner(s), you agree the information in the Certification of Beneficial Owners executed and delivered to us in connection with implementing any of the Services, as updated from time to time in accordance with this Agreement, is true, complete, and correct as of the date thereof and as of the date any such update is delivered to us. You agree to provide: (i) such information and documentation as may reasonably be requested by us from time to time for purposes of compliance by us with applicable laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by us to comply therewith; and (ii) if you are required to deliver a Certification of Beneficial Owners to us: (a) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to us, as and when requested by us; and (b) a new Certification of Beneficial Owners in form and substance acceptable to us when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to us have changed.

#### 4.3 <u>Confidentiality</u>.

- 4.3.1 <u>Customer Information</u>. In addition to the obligations contained in this Agreement, PNC will handle Customer Information in the manner described in PNC's Data Security Addendum, attached as Addendum B.
- 4.3.2 Use of Confidential Information. Except as expressly provided in this Agreement or with the other party's prior written consent, each party agrees that: (a) it will not disclose Confidential Information of the other party to any third-party; (b) it will protect the Confidential Information of the other party as required by applicable laws and regulations; and (c) it will not use Confidential Information of the other party for purposes other than as necessary to exercise its rights or perform its obligations under this Agreement. In addition to the foregoing, each party shall have reasonable measures, policies, and procedures designed to: (a) protect the security and confidentiality of the Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; (c) protect against unauthorized access to or use of such Confidential Information; and (d) ensure the complete, permanent, and secure destruction of such Confidential Information as may be required by this Agreement or applicable law. PNC will notify Customer of any Security Incident within a reasonable time following discovery of such Security Incident, without undue delay, and in any event within the period mandated by applicable law. Neither party makes any representations or warranties as to the accuracy or completeness of its respective Confidential Information.

- 4.3.3 <u>Permissible Disclosure</u>. Notwithstanding the foregoing, a party may disclose information relating to this relationship to its auditors and regulators and may disclose Confidential Information to those of its Representatives who need to know such Confidential Information as necessary for the party to exercise its rights or perform its obligations under this Agreement, provided that: (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and (b) it ensures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this section as if they were a party to this Agreement. A party may also disclose Confidential Information if legally compelled to do so pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand, or other similar legal process or requirement of law, or in defense of any claims or causes of action asserted against it. In making any disclosure under such legal process or requirement of law, each party agrees to use reasonable efforts to preserve the confidential nature of such information and to reasonably cooperate with the other party in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information. Nothing herein shall require a party to fail to honor a subpoena, court or administrative order, or a similar requirement or request on a timely basis.
- 4.3.4 <u>Exceptions.</u> No information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the receiving party or its Representatives; (b) is rightly obtained from third-parties, who, to the best of a receiving party's knowledge, are not under an obligation of confidentiality; (c) was known to the receiving party prior to its disclosure without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of its business; or (d) is independently developed by the receiving party without reference to the originating party's Confidential Information.
- 4.3.5 Termination. In the event that this Agreement is terminated for any reason, each party agrees to promptly destroy or return to the other all copies of the Confidential Information of the other, without retaining any copies thereof; provided, however, that each party may retain limited media and materials containing Confidential Information of the other party for reasonable and required compliance, archival, backup and audit purposes, subject to the other terms of this Agreement.

#### 4.4 Representations and Warranties.

- 4.4.1 <u>Customer and PNC.</u> Each Party represents warrants and covenant that: (a) it is duly organized, validly existing, and in good standing; (b) the execution, delivery and performance of all documents or agreements provided in connection with this Agreement are within each Party's powers, have been duly and validly authorized, and do not contravene its charter, by- laws, or any indenture, agreement, undertaking, law, regulation or order; (c) no approval, consent or authorization of any government authority is necessary to perform or receive any Service; and (d) the terms and conditions contained in this Agreement are valid and binding obligations enforceable in accordance with their terms.
- 4.4.2 <u>Customer.</u> Customer expressly warrants that: (a) it is not a "Consumer" as defined in section 205.2(e) of Regulation E of the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. 1601 et. seq., and that Customer will use each Service solely for business, and not personal, family or household purposes; (b) is not a sole proprietor and (c) covenants that it will not use the Services in any manner that violates Applicable Law.

- 4.4.3 PNC. PNC MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY OF THE SERVICES OR ANY SOFTWARE OR EQUIPMENT PNC MAY SUPPLY TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.5 <u>Calls, Monitoring of Use, Consent for Service Calls.</u> Customer agrees that PNC may record and/or monitor any telephone conversations PNC has with Customer in connection with the Services. However, PNC will not be liable to Customer if PNC does not record or maintain a record of a conversation. PNC may monitor and record the activity of any person using a Service. Anyone using a Service, consents to such monitoring and recording. By providing telephone number(s) to PNC, Customer authorizes PNC and its affiliates and designees to contact Customer regarding your Accounts and Services with PNC and our affiliates, using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP, or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text message.
- 4.6 <u>Electronic Records, Signatures and Delivery.</u> This Agreement and other documentation may be provided to Customer either in paper form or electronically. Any part of this Agreement in electronic form shall be a "writing" or "in writing" and shall constitute an "original" both in electronic form and when printed from electronic files or records. Notwithstanding any other provision of the Agreement, and any other Communication may, at PNC's option, be in the form of an electronic record. Any Communication may at PNC's option be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under the paragraph may include, without limitation, use or acceptance by PNC of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.
- 4.7 <u>Taxes.</u> Customer is responsible for paying all applicable taxes, based upon the Services selected, including federal, state, and local property, privilege, sales, use, excise, or similar taxes, but excluding taxes based upon PNC's net income or assets.

#### 5. Indemnification by Customer

Customer, to the extent permitted by Alabama law, will indemnify and hold PNC, its officers, employees, agents, affiliates, attorneys, and contractors harmless from any claim, loss, penalty, assessment, cost, or damage, whether in contract or tort, arising under this Agreement, or in connection with the Services provided under this Agreement, or otherwise, including but not limited to those asserted by third parties including governmental authorities, for reimbursement or damages and those which arise out of or under the Electronic Funds Transfer Act, any applicable state electronic funds transfer rules or regulations, or any rules or guidelines of any automated clearing house. Notwithstanding the foregoing, such indemnification shall not apply to any claims, damages, losses, liabilities, and expenses solely and directly attributable to PNC's gross negligence or willful misconduct. Customer may participate at its expense in the defense of any such action or claim. Moreover, notwithstanding the foregoing or anything in this Agreement to the contrary, nothing herein shall constitute a waiver or limitation of the Customer's immunity under the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, Article I, Section 14, of the Constitution of Alabama and the Eleventh Amendment to the United States Constitution.

#### 6. <u>Limitation of PNC Liability to Customer</u>

6.1 <u>Actual Damages</u>. PNC shall be liable to Customer only for its actual, direct damages resulting from PNC's failure to exercise ordinary care in performing each of the Services, subject to Section 6.3. PNC's responsibility to Customer is limited to PNC's exercise of ordinary care in performing the Services covered by this Agreement. Substantial compliance by PNC with PNC's standard procedures for providing a Service shall be deemed to constitute the exercise of ordinary care. PNC will have no liability to Customer for taking or not taking any action permitted but not required. PNC will not be liable for the action or inaction of any third party, including in handling items deposited to or withdrawn from Customer's Account.

- 6.2 <u>Types of Damages</u>. Notwithstanding the foregoing, in no event shall PNC its affiliates or subcontractors be liable for any loss of profits, data or goodwill or for any indirect, consequential, incidental, punitive, exemplary, or special losses or damages, or expenses (including without limitation reasonable attorneys' fees), which Customer may incur or suffer, whether the possibility of such damage was known, foreseeable or contemplated by either Party.
- 6.3 <u>Maximum Damages.</u> PNC (nor any subcontractor or other party with whom PNC may be claimed to be jointly liable) shall not be liable to Customer for any claim or cause of action, whether based on contract, tort, strict liability or any other legal theory: (i) in the case of a Funds Transfer, Instruction for the transfer of money or other payment that is misdirected, lost or otherwise paid to the wrong person as a result of our failure to comply with the terms of this Agreement or applicable law, for an amount in excess of the face amount of such Funds Transfer, Instruction or other payment and (ii) in all other cases for an amount in excess of twelve (12) times the fees Customer has paid PNC for the particular Service(s) to which the claim or cause of action relates during the month immediately prior to the month in which the act or omission giving rise to the claim occurred.
- 6.4 <u>No Liability.</u> PNC shall have no liability to Customer for the selection, operation, or maintenance of Customer's equipment, software, or communications facilities.
- 6.5 <u>Use of Fraud Services.</u> PNC offers fraud prevention tools such as Positive Pay for Checks and ACH Positive Pay, designed to help detect and/or deter check and other payment system fraud. If Customer fails to implement these Services or others made available for this purpose, PNC shall have no liability to Customer for any unauthorized, altered, counterfeit or other fraudulent transactions occurring in Customer's Accounts that the Service was designed to detect or deter.
- 6.6 Third Party Claims. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST PNC UNDER THIS AGREEMENT.

#### 7. Termination

- 7.1 <u>For Convenience</u>. Either Party may terminate this entire Agreement or any Service at any time upon not less than thirty (30) calendar days prior written notice.
- 7.2 Immediate Termination by PNC With Notice. PNC may terminate this entire Agreement or a particular Service immediately upon notice to Customer if one of the following occurs: (a) Customer fails to perform or comply with any of the terms or conditions of this Agreement (including, without limitation, any breach of Security Procedures); (b) Customer breaches any other agreement between PNC including, without limitation, any agreement (i) relating to your indebtedness to PNC or (ii) relating to your Account(s) with PNC or (iii) which Customer executes as security for its obligations to PNC; (c) Customer breaches any of its representations and warranties; (d) Customer insolvency, receivership, or voluntary or involuntary bankruptcy, or any assignment for the benefit of your creditors; (e) in PNC's sole judgment, Customer's financial condition or business is impaired or PNC reasonably believes that Customer may not have sufficient available funds in its accounts with PNC to settle transactions hereunder.
- 7.3 <u>Immediate Termination by PNC Without Notice</u>. PNC may terminate immediately and without prior notice if: (a) in our sole judgment, it is necessary because of legal process, applicable law or regulation, or other government guidelines; or (b) PNC suspects fraud or unlawful activity in connection with any Service.
- 7.4 <u>Effect of Termination</u>. Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which PNC has commenced processing and as to all rights and liabilities arising prior to such termination.

7.5 Orderly Transition. Other than for a termination based on your misappropriation of PNC intellectual property, fraud or other violation of law or regulation, or your failure to pay any undisputed amount by the requisite due date, upon expiration or any termination of this Agreement, in whole or in part, PNC may in its discretion, continue to allow you to access and use the Services after the date of such termination or expiration to effectuate an orderly transition from the Services for a period not to exceed ninety (90) days. During such period, the then-existing fees will continue to be in effect and the terms of this Agreement shall survive and continue to govern the Parties' rights and obligations with respect to the Services.

## 8. <u>Miscellaneous Provisions</u>

- 8.1 Notice of Change. PNC may change any of the Terms and Conditions of this Agreement and the Services Schedules, including converting Customer's Account from one product to another, by giving Customer notice of the change through PINACLE® or other electronic or written means, including posting notice in PNC's branch offices. Customer's continued use of the Service after the effective date of any such change will constitute Customer's agreement to the change. Notwithstanding the foregoing, PNC may change any term or condition immediately and without notice to Customer if PNC determines in its sole discretion that the change is necessary to: (i) avoid potential loss to Customer or PNC; (ii) due to circumstances that substantially impact PNC's operations or the security of funds transfer; (iii) to comply with any statute, regulation or ruling of any government agency to whose jurisdiction PNC is subject.
- 8.2 <u>Force Majeure.</u> Neither Party shall have responsibility nor incur liability for any failure to carry out, or any delay in carrying out, any of such Party's obligations under this Agreement caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; pandemics; viruses; epidemics; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabolage; riots; interruptions, loss or malfunctions of utilities, or communications services; acts of military authority or similar governmental action or any other cause beyond such Party's reasonable control. Notwithstanding the foregoing, no event or occurrence described in this Section shall relieve Customer of its obligation to make any payment due to PNC.

#### 8.3 Governing Law and Venue.

- 8.3.1 <u>Governing Law.</u> This Agreement is governed by the laws and regulations of the State of Alabama, without regard to principles of conflict of laws. This Agreement and the Services provided hereunder are also at all times governed by the laws and regulations of the United States of America, including without limitation the Electronic Signatures in Global and National Commerce Act.
- 8.3.2 <u>Venue.</u> Any claim against the Customer must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction and venue of any claims that are not barred by immunity, nor required to be filed before the Alabama State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa), or the Circuit Court of Tuscaloosa County, Alabama.
- 8.4 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, PNC AND CUSTOMER EACH IRREVOCABLY WAIVE ANY AND ALL OF ITS RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR CUSTOMER'S ACCOUNT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. PNC AND CUSTOMER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.
- 8.5 <u>Customer's Agents and Authorized Representatives.</u> Any third party, including without limitation, any third-party processor, used by Customer to take any action in connection with a Service shall be deemed for all purposes under this Agreement to be Customer's agent. All terms of this Agreement will apply to the acts and omissions of each such third party and Customer will be legally bound thereby.

- 8.5.1 As part of the Technology, PNC may make available to Customer APIs, standard or customized integrations or other communication channels for accessing or using the Services or receiving or transmitting information or instructions related to Customer's Accounts.
- 8.5.2 From time to time, PNC may (in its sole discretion) permit Customer to designate one or more Designated Third-Party Providers to engage in TPP Activities. Any such TPP Activities by any Designated Third-Party Provider (a) will be subject to the terms and conditions of this Agreement, any Services Schedule, and such other terms, conditions and instruments as PNC may establish from time to time with respect to the Services and Accounts (or the access or use thereof) and (b) will occur through Technology that PNC has approved for such activities.
- 8.5.3 Before Customer uses a Designated Third-Party Provider to perform TPP Activities, Customer must notify PNC (in a form and manner reasonably acceptable to PNC, including via electronic based methods) as to (a) the identity of such Designated Third-Party Provider, (b) the TPP Activities to be performed by such Designated Third-Party Provider and (c) the Account(s) as to which the Designated Third-Party Provider is permitted to perform TPP Activities. PNC may also require Customer to indicate the Services with which the Designated Third-Party Provider is permitted to interact. Customer must provide PNC such other information as PNC may reasonably request regarding any Designated Third-Party Provider with respect to their TPP Activities and their access, use and interaction with any Account(s), Account information, Services or Technology. Both Customer and its Third-Party Provider must meet all PNC requirements (including the requirements in this Section). PNC are entitled to rely on any notification or authorization (or any revocation of a notification or authorization) made by Customer or its representatives with respect to such Designated Third-Party Provider or TPP Activities (including any notification, authorization or revocation given electronically by Customer's representatives who have administrative access to Customer's Accounts or any online or electronic functionality associated with such Accounts).
- 8.5.4 A Designated Third-Party Provider may be required to enter into a Joint Customer Access Agreement with PNC or other terms, conditions and instruments as PNC may designate from time to time. Customer acknowledges and agrees that (a) PNC has no obligation to allow any Designated Third-Party Provider to access any Account(s), Account information, Services or Technology, and (b) PNC may (at any time and in its sole discretion) revoke, suspend or terminate a Designated Third-Party Provider's access to any Account(s), Account information, Services or Technology, with or without notice to Customer (though PNC will reasonably endeavor to notify Customer as soon as practicable of such revocation, suspension or termination).
- 8.5.5 Customer acknowledges and agrees that each of Customer's Designated Third-Party Provider (s) is acting as Customer's agent and representative with respect to Customer's Account(s), as well as the Services and Technology that PNC makes available hereunder. Action taken by any Designated Third-Party Provider shall be considered an action taken by Customer and not by PNC. A Designated Third-Party Provider is not PNC's vendor, service provider, representative or agent, PNC is not responsible or liable for any of the products or services provided by - or any other actions or omissions of - any Designated Third-Party Provider. PNC's records (rather than the records of any Designated Third-Party Provider) are the official records for Customer's Account(s) and Services. PNC is not responsible for a Designated Third-Party Provider's access, storage, transmission or processing of any data or information it receives from or on behalf of PNC. If a Designated Third-Party Provider sends instructions or data to PNC (or any agent or representative of PNC) with respect to Customer's Account(s) and the Services provided to Customer, PNC (and PNC's agents and representatives) can rely on such instructions and data as if received directly from Customer, and neither PNC nor its agents and representatives have any obligation to confirm the accuracy of such instructions or data. It is

Customer's responsibility to ensure Customer has appropriate agreements in place with any Designated Third-Party Providers with regards to their access and use of Customer's Accounts, Account information, the Services and any Technology (and any information related thereto), including as it relates to the security and protection of Customer's Account(s), Customer's Account information and the access and use of the Services and Technology. Without limiting the foregoing, PNC has no responsibility or liability for (a) any action or omission of any Designated Third-Party Provider in connection with the access or use of (or failure to access or use) any of the Accounts, Account information, Technology or Services, or (b) for any unauthorized transactions or any losses with respect to Customer's Accounts that are attributable to the actions or omissions of any of Customer's Designated Third-Party Providers.

- 8.5.6 Neither Customer nor its Designated Third-Party Providers may use any Technology in a manner or for a purpose not expressly permitted by this Agreement, the Service Schedules or any other terms and conditions applicable to such Technology (including any applicable Joint Customer Access Agreement).
- 8.5.7 PNC reserves the right to suspend or terminate Customer's access to any Technology (including any API connection) if Customer's access or use of such Technology (a) is in violation of this Agreement, any Service Schedule, any other terms and conditions applicable to such Technology or applicable law, or (b) if such access or use poses a threat to the security or operations of PNC (or any of its affiliates or other customers).
- 8.5.8 Certain Services (e.g., PINACLE Connect for NetSuite, Sage Intacct or Microsoft Dynamics 365 Business Central), may use a PNC Connection Provider to (a) facilitate the transfer of information about Customer's Account(s) from PNC to Customer or Customer's Designated Third-Party Provider or (b) transfer Customer's data and instructions (including payment instructions) from Customer's Designated Third-Party Provider to PNC. In order to fully use any such Services, Customer (or Customer's Designated Third-Party Provider) may need to install or use a Connectivity Platform provided by the PNC Connection Provider, which enables such transfer. Before Customer (or Customer's Designated Third-Party Provider) uses any Services that involve the use of a PNC Connection Provider or a Connectivity Platform, Customer (and Customer's applicable Designated Third-Party Provider, if any) must complete the required PNC application and meet all PNC requirements.
- Assignment and Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without prior written consent of PNC, which consent shall not be unreasonably withheld. No consent is required for PNC to assign or otherwise transfer this Agreement or our rights or obligations under this Agreement. PNC may contract with others to provide all or any part of the Services. This Agreement shall be binding upon, and inure to the benefit of, Customer and PNC and your and our respective permitted successors and assigns.
- 8.7 <u>Survival</u>. The rights and obligations of the parties which by their nature must survive termination of this Agreement will survive any such termination.
- 8.8 <u>No Waiver</u>. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement. Further, no such deviation, delay, or failure to exercise any option or right set forth in this Agreement shall constitute a waiver of any rights or obligations of either Customer or PNC. Any waiver by either Customer or PNC of any provision of this Agreement or any other rights proscribed shall be in writing and shall not constitute a waiver of Parties' rights under that provision in the future or of any other rights.

- 6.9 <u>Headings</u>. The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.
- 8.10 <u>Severability</u>. If any one or more of the provisions of this Agreement (or any portion thereof) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 8.11 <u>Entire Agreement</u>. This Agreement (including those documents that are incorporated herein), constitutes the entire agreement with respect to the Services covered by this Agreement and supersedes any previous or contemporaneous proposals, representations, warranties, understandings, and agreements for such Services, either oral or in writing.
- 8.12 <u>Ownership, Trademarks and Copyrights</u>. All rights, title, and interest, including, without limitation, copyright, in and to our Services are owned by PNC or by the third parties from whom PNC have obtained the right to use them. Customer may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt, or disassemble any Service.
- 8.13 <u>Notices</u>. Communications required or permitted under this Agreement must be in writing and will be effective upon receipt. Communications may be given in any manner to which Customer and PNC may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, and commercial courier service are hereby agreed to as acceptable methods for providing Communications.

All such Communications shall be delivered to PNC at: PNC Bank, National Association PNC Firstside Center 500 First Avenue Pittsburgh, PA 15219 Mail Stop P7-PFSC-03-B

Attention: Treasury Management

With a copy to:
PNC Bank, National Association
Legal Department
1600 Market Street. 8th Floor
Philadelphia, PA 19103

ATTN: Treasury Management Counsel

or to Customer at the primary address provided to PNC at account opening. Notice to such address shall be effective Notice to Customer, including to all affiliated companies. Either Customer or PNC may change or provide additional addresses by Notice to the other given in accordance with this section. Communications sent electronically to Customer will be deemed received and effective when the Communication, or a notice advising of its posting to a website, is sent to the specified electronic mail address.

8.14 Affiliate Sharing. To serve PNC's customers efficiently and offer a full range of financial services PNC shares customer transaction and experience information among its family of companies. PNC companies also share other personal information, such as applications, financial statements, and credit reports. Customer may request that PNC does not share this other personal information (except where such information is used by one PNC company to service customer accounts for another) by writing to PNC at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Please include the name under which Customer's account has been opened, Customer's name, address, account number(s), social security number or lax ID number. PNC also shares customer information as permitted or required by law.

8.15 <u>Facsimile Signatures</u>. If Customer chooses to use facsimile signatures, Customer agrees that: (a) it is impossible for PNC to determine whether or not a facsimile signature is genuine; (b) PNC may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit; and (c) Customer assumes full responsibility for all items paid over a forged or unauthorized facsimile signature.

### 9. Revisions to Agreement

The following sections of this Agreement reflect language that has been revised from the PNC Treasury Management Services Agreement standard form as agreed to by the parties:

- 1.4.1
- 2.1.2
- 5
- 8.3.1
- 8.3.2
- 8.15
- 8.4

It is further understood that these revisions will be retained and applied to updated versions of the Agreement unless the change is necessary to: (i) avoid potential loss to Customer or PNC; (ii) due to circumstances that substantially impact PNC's operations or the security of funds transfer; (iii) to comply with any statute, regulation or ruling of any government agency to whose jurisdiction PNC is subject.

[remainder of this page left intentionally blank]

**IN WITNESS WHEREOF**, intending to be legally bound, Customer has caused its duly authorized representative to execute this Agreement on its behalf, as of the Effective Date.

			[CUSTOMER NAME]
Ву:			
Print Name:			
Title:			
Address Line 1;			
Address Line 2:			
City:		State/Provi nee:	
Zip Code/Postal Code:	Country:		
Email:			
Phone:			

### ADDENDUM A

#### DEFINITIONS

- "Account" means the business account(s) Customer identifies for use in connection with the Services and which is subject to the Agreement and any other related documentation provided at account opening, as updated, or amended from time to time. Accounts include, but are not limited to, demand deposit and/or interest-bearing checking and savings business accounts, including money market accounts.
- "Agent Processor" means a third-party agent that acts as Customer's agent and intermediary.
- "Agreement" means this PNC Treasury Management Services Agreement, and all applicable Service Schedules.
- "API" means application programming interfaces.
- "ATM" means an automated teller machine.
- "Authorized Person" means an individual designated by Customer to act for Customer with respect to the Services.
- "Banking Day" means Monday through Friday, excluding federal holidays, when PNC is open to conduct general banking business.
- "Beneficial Owner(s)" means the definition set forth at 31 CFR 1010.230(d).
- "Check 21 Act" means the Check Clearing for the 21st Century Act, 12 CFR § 229, or any successor legislation.
- "Communication" means any information or documentation, notice, signature card, periodic statement, disclosure, agreement, or authorization related to the Agreement.
- "Confidential Information" means all information which is non-public, confidential, and/or proprietary in nature to which one Party is given access by or on behalf of the other Party. Confidential Information shall include, without limitation, technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical information, financial information, information about or from either party's vendors, product and business requirements, business strategies, operating data, and organizational structures. Customer Information is a subset of Confidential Information.
- "Connectivity Platform" means any software, platform or other connectivity means provided by or otherwise directed by a PNC Connection Provider.
- "Currency Event" means: (i) that a country has lawfully eliminated, converted, redenominated, revalued or exchanged its currency, or fixed its exchange rates; (ii) that a relevant rate option or other price source for a national currency has disappeared or been replaced; or (iii) that an agreed sponsor (or a successor sponsor) has failed or exchanged its currency.
- "Customer" means, collectively, the legal business entities and its affiliates, as well as but not limited to governmental and non-profits who are made parties to the Agreement and utilize the Services.
- "Customer Information" means all non-public personal information of consumers, including, without limitation, information defined as such by the Gramm-Leach-Bliley Act (Pub. L. 106-102).

"Designated Third-Party Provider" means any third-party agents, technology solution vendors and other service providers acting on Customer's behalf.

"Direct File Transmission" means a transfer of files via PNC's direct file transmission platform.

"Direct Host Transfer" means a direct host to host file transfer.

"Effective Date" means the date set forth in Section 1.1 (Parties) above on which the Agreement is effective.

"ERISA" means the Employment Retirement Income Security Act of 1974, as amended.

"FDIC" means the Federal Deposit Insurance Corporation.

"Federal Reserve Bank" means one of the 12 regional banks of the Federal Reserve, which is the central bank of the United States.

"File Format Testing Service" means the PINACLE file format testing service, which assists Customer testing files in a test environment.

"File Transmission Site" means PNC's secure file transmission site, My File Gateway.

"Funds Transfer" means any payment order or other instruction for moving moneys from an Account such as by wire or ACH credit.

"Instruction" means any instruction, direction, payment order, Funds Transfer or other debit or credit order.

"Joint Customer Access Agreement" means an agreement between PNC and Customer's Designated Third-Party Provider regarding such Designated Third-Party Provider acting on Customer's behalf.

"Laws" means all applicable local, state, and federal laws, rules, and regulations (and the laws of foreign countries, if Customer directs PNC to make a payment to a beneficiary in a foreign country), as amended from time to time.

"Multicurrency Account" means an Account that is denominated in a foreign (i.e., non-U.5. Dollar) currency.

"0Auth2" means the Open Authorization standard authentication protocol.

"OFAC" means the Office of Foreign Assets Control.

"Original Currency" means the then-current lawful currency of a country.

"Party" means each of Customer and PNC, and "Parties" means, collectively, Customer and PNC.

"PIN" means personal identification number.

"PNC" means PNC Bank, National Association located in Wilmington, DE.

"PNC Connection Provider" means a third-party service provider engaged by PNC.

"Remotely Created Check" means a check that Customer is authorized to create and present for payment by an authorized signer on the account on which the check is drawn, and which does not bear the signature of an

authorized signer on that account and includes checks that are defined in applicable law as "remotely created checks".

"Representative" means a Party's affiliates, employees, officers, representatives, contractors, subcontractors, and advisers.

"Security Procedure" means any security procedure that applies to a Service.

"Service Schedule" means the service description, requirements and obligations of the parties found 1n the respective titled document. Service Schedules are available on the Services Portal.

"Services" means one or more of the Treasury Management services provided by PNC.

"Services Portal" means www.PNC.com/TMDocuments, or any successor website designated by PNC.

"Substitute Check Document" means a document that Customer or someone on Customer's behalf created or printed from an image or other electronic record of an original paper check.

"Successor Currency" means any currency of a country that lawfully replaces the Original Currency of such country.

"Technology" means any software or other technology to which PNC may give Customer access.

"TPP Activities" means any Designated Third-Party Provider obtaining information about Customer's Account(s), sending or receiving data or instructions (including payment instructions) in connection with Customer's Account (s) and the Services PNC provides Customer, or otherwise interfacing with such Account(s) and Services.

# ADDENDUM B

### PNC TREASURY MANAGEMENT DATA SECURITY ADDENDUM

As a regulated financial institution, PNC maintains a comprehensive cybersecurity program aligned to industry best practices. To meet its information and cybersecurity goals, PNC shall undertake commercially reasonable efforts to provide the Services in accordance with the principles described in this Addendum. This Addendum is an addendum to and supplements Customer's PNC Treasury Management Services Agreement (the TMSA or "Agreement"). In the event of a direct conflict between the terms of this Addendum and an Agreement, the terms of the Agreement shall control. You are referred to as "Customer" in this Addendum and PNC Bank, National Association is referred to as "PNC". The products or services being purchased or provided under the Agreement are collectively referred to herein as "Services".

### General Obligations

- 1.1 <u>Use limitation</u>. PNC shall access, process, transfer, and use your Customer Information (as defined in the Agreement) exclusively for the purposes of: (a) providing the Services; (b) complying with reasonable written instructions provided by Customer where such instructions are consistent with the terms of the Agreement; and (c) for meeting any of PNC's reasonable or required compliance, legal, archival, backup, and audit obligations. Where PNC is compelled to process Customer Information under applicable law, it will notify Customer prior to performing the processing unless legally prohibited from doing so.
- 1.2 <u>Confidentiality</u>. PNC and Customer are bound by the confidentiality provisions of the Agreement with respect to provision, processing, use, storage, and deletion of Customer Information.
- 1.3 Compliance with Law. PNC will comply with all laws relating to the protection of Customer Information applicable to the PNC entity performing the Service and to the Services being performed. Customer's instructions related to the processing of Customer Information shall comply with applicable law. PNC shall notify Customer if any instructions from Customer, in PNC's opinion, violate applicable law.
- 1.4 <u>Subcontracting.</u> PNC may delegate or subcontract performance of the Services to third parties, including PNC's affiliates, without Customer's prior consent ("PNC Delegates"). PNC shall ensure that PNC Delegates who have access to your Customer Information adhere to information security standards that are substantially equivalent, but in no event more permissive, than those provided in this Addendum and the Agreement. PNC Delegates will only access, use, transfer, or process your Customer Information in accordance with PNC's written instructions. Notwithstanding any delegation or subcontracting, PNC shall remain liable to Customer for the performance of the Services, regardless of the involvement of a PNC Delegate.
- 1.5 <u>Data Integrity.</u> PNC will provide reasonable assistance to Customer in ensuring that Customer Information held by PNC is reasonably accurate, complete, and, where appropriate information is made available to PNC, kept up to date. PNC recognizes that Customer may have obligations to its data subjects to delete, update, modify, or produce Customer Information. Accordingly, PNC agrees to provide reasonable assistance to Customer in responding to a verifiable data subject's exercise of their rights under applicable law with respect to Customer Information held by PNC.
- 1.6 <u>Data Minimization</u>. In performing the Services, PNC will prevent the collection of information from Customer and Customer's data subjects that is not reasonably relevant or necessary to the performance of the Services.

To the extent Customer's Agreement includes Services involving the use of Protected Health Information (as defined under HIPAA) by PNC on behalf of Customer, Customer's Business Associate Addendum shall govern PNC's handling of Customer's Protected Health Information.

- 1.7 <u>Return or Destruction</u>. Following the cessation of the Services, including termination or expiration of the Agreement, PNC will cooperate with Customer's request for return or destruction of any Customer information as required by the Agreement or applicable law.
- 1.8 <u>Recordkeeping</u>. PNC will keep records to demonstrate compliance with the obligations described in this Addendum and will make such records available to Customer in a reasonable manner and with reasonable frequency.

### 2. Security Obligations

- 2.1 <u>Technical and Organizational Measures</u>. PNC will maintain and enforce commercially reasonable information security and physical security policies, procedures, and standards. At a minimum, PNC will:
  - 2.1.1 Comply with the standards set forth in ISO 27002 published by the International Organization for Standardization and meet the assessment objectives and controls set forth in Special Publications 800-53-A and 800-53, respectively, published by the National Institute of Standards and Technology, as well as any revisions, versions or other standards or objectives that supersede or replace the foregoing.
  - 2.1.2 Maintain an industry-standard level of data security controls, including, but not limited to, logical access controls, data access controls (e.g., role-based access control, rule of least access), accountability tracking, logging and tracking of access to Customer Information, anti- virus software, secured printers, restricted download to disk capability, and provision for system backup.
  - 2.1.3 Cause a SOC 1 audit and a SOC 2 audit (or later equivalent) relating to security, availability, processing integrity, confidentiality, and privacy to be conducted in respect of PNC's infrastructure and related internal controls at each PNC datacenter providing services to Customer. Subject to the establishment of appropriate confidentiality restrictions and upon completion any relevant audit, PNC may provide a copy of such audit's report to Customer on request.
  - 2.1.4 Maintain an incident response program that includes an inter-disciplinary team to respond to, conduct root-cause analysis, and remediate any: (a) unauthorized or unlawful access to, or use, loss, destruction, alteration, or disclosure of any Customer Information held by PNC or any rendering of such Customer Information inaccessible or unusable; or (b) unauthorized access to any PNC controlled facility, computer network, system, or device containing any of your Customer Information ("Security Incidents").
  - 2.1.5 Encrypt all highly confidential or sensitive information (including protected health information and personally identifiable information) at rest and in transit using no less than industry- standard encryption strength.
- 2.2 <u>Documented Information Security Program</u>. PNC will design, maintain, and document a process for designing, establishing, reviewing, updating, and validating its information security policies.
- 2.3 <u>Risk Assessment</u>. PNC will design, maintain, and document a process for vetting the risk posed by PNC third parties, including PNC Delegates. Such process may include, without limitation, requiring such third parties to provide information necessary for PNC to complete periodic risk assessments related to the products or services offered by such third-party.
- 2.4 <u>Business Resiliency</u>. PNC will develop plans relating to data backup, operational business continuity and recovery, pandemic preparedness, and technical disaster recovery, (collectively "Continuity Plans"), and test PNC's compliance with such Continuity Plans no less than annually.
- 2.5 <u>Training</u>. PNC will provide periodic, but no less than annual, security and privacy training to PNC personnel involved in processing Customer Information.

### 3. Data Breach Obligations

- 3.1 PNC to Notify Customer. PNC will notify Customer of any Security Incident within a reasonable time following discovery of such Security Incident, without undue delay, and in any event within the period mandated by applicable law. Such notifications will include such information as is available to PNC sufficient to meet Customer's obligations to notify data subjects, regulators, or other third-parties as required by applicable law. PNC will provide Customer with updated notice if its investigation of a Security Incident uncovers information that would have been disclosed during the initial notification had such information been known. Unless required by applicable law or regulation, PNC will not notify data subjects of any Security Incident directly.
- 3.2 <u>Cooperation</u>. PNC will provide Customer with reasonable assistance and cooperation in Customer's investigation, mitigation, and remediation of any Security Incidents as required by applicable law.
- 3.3 Remediation. PNC will remediate the identified causes of a Security Incident on a commercially reasonable timeline, but in no event longer than required by applicable law or regulation.
- 3.4 <u>Reimbursement of Costs</u>. Subject to the Limitation of PNC Liability to Customer provision in the Agreement, PNC will reimburse Customer for the reasonable costs of breach investigation, notification assessment, notification correspondence, and, where required by applicable law, credit monitoring services ("Incident-Related Costs") that arise from a Security Incident caused solely by PNC's breach of its obligations under this Addendum to Customer.

# Name and address of Depositary:

Regions Bank of Tuscaloosa Tuscaloosa, Alabama 35401

a. Name of account:

The University of Alabama System Office of the Chancellor Payroll Account

b. Name(s) of individual(s) with primary responsibility for this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker

c. Name(s) of individuals authorized to transfer from or otherwise withdraw funds from this account:

Mr. Sid J. Trant Dr. Dana S. Keith

Mr. Stan J. Acker

Ms. Beretta Henderson (transfers only) Ms. Cynthia Weaver (transfers only)

# Name and address of Depositary:

Regions Bank of Tuscaloosa Tuscaloosa, Alabama 35401

a. Name of account:

The University of Alabama System Office of the Chancellor Operating Account

b. Name(s) of individual(s) with primary responsibility for this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker

c. Name(s) of individuals authorized to transfer from or otherwise withdraw funds from this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker

Ms. Beretta Henderson (transfers only)

Ms. Cynthia Weaver (transfers only)

# Name and address of Depositary:

Regions Bank of Tuscaloosa Tuscaloosa, Alabama 35401

a. Name of account:

The University of Alabama System Office of the Chancellor Line of Credit - Operating Account

b. Name(s) of individual(s) with primary responsibility for this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker

c. Name(s) of individuals authorized to transfer from or otherwise withdraw funds from this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker Ms. Beretta Henderson (transfers only) Ms. Cynthia Weaver (transfers only)

# Name and address of Depositary:

Regions Bank of Tuscaloosa Tuscaloosa, Alabama 35401

a. Name of account:

The University of Alabama System Office of the Chancellor Money Market Account

b. Name(s) of individual(s) with primary responsibility for this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker

c. Name(s) of individuals authorized to transfer from or otherwise withdraw funds from this account:

Mr. Sid J. Trant
Dr. Dana S. Keith
Mr. Stan J. Acker
Ms. Beretta Henderson (transfers only)
Ms. Cynthia Weaver (transfers only)

Name and address of Depositary:

PNC Bank 249 Fifth Avenue Pittsburgh, PA 15222

a. Name of account:

The University of Alabama System Office of the Chancellor ST Funds Account

b. Name(s) of individual(s) with primary responsibility for this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker

c. Name(s) of individuals authorized to transfer from or otherwise withdraw funds from this account:

Mr. Sid J. Trant Dr. Dana S. Keith Mr. Stan J. Acker

Ms. Beretta Henderson (transfers only)
Ms. Cynthia Weaver (transfers only)

### Exhibit I

### **Description of 2024 Projects**

### 1. Psychology Building Renovation and Addition

\$29,331,872

This project will be funded with UA funds in the amount of \$3,497,000 and bonds in the amount of \$25,834,872.

The Psychology Renovation and Addition project ("project") will support the relocation of The Department of Psychology, currently housed in Gordon Palmer Hall. The offices and labs associated with Psychology in Gordon Palmer are in poor physical shape, are inefficiently laid out, and impede the clinical and research functions of the department. Searcy Hall, with 30,000 gross square feet ("GSF"), provides sufficient square footage and opportunity to efficiently organize the research and clinical space needed by Psychology faculty. The planned 22,117 GSF addition will supplement current needs, accommodate growth, and offer strategic colocation opportunities.

# 2. New Student Health and Wellness Building

\$64,000,000

This project will be funded with UA funds in the amount of \$20,000,000 and bonds in the amount of \$44,000,000.

The New Student Health and Wellness Building project ("project") will be a one-story building. The ground floor will be approximately 60,000 gross square feet ("GSF") that will be offices for multiple divisions of UA Student Life including the Counseling Center, Collegiate Recovery and Intervention Services, Health Promotion and Wellness, and the Women and Gender Resource Center.

The construction of a New Student Health and Wellness Building promotes the importance of serving students holistically while on campus. The project allows for the expansion of space necessary for each department to meet and prepare for the growing student need and demand for services and programs that are essential for student success and is consistent with UA's vision of being a "student-centered research university and an academic community united in its commitment to enhance the quality of life for all Alabamians and the citizens of the nation and the world." This project will enhance the overall student experience and provide state of the art facilities for these important services.

### 3. Smith Family Center for the Performing Arts

\$177,002,282

This project will be funded with UA funds in the amount of \$56,002,282 and bonds in the amount of \$121,000,000.

The Smith Family Center for the Performing Arts (formerly Performing Arts Center) project ("project") will consist of the demolition of the North Wing of the Bryce Main building and the construction of an approximately 130,088 square foot performing arts center for the Department of Theatre and Dance ("Department"). The project will provide a multi-functioning, state-of-the-art venue for performances and infrastructure. This facility will allow the Department to combine all performance and academic functions in a single area of campus.

The project will provide a 350-seat drama theater, 450-seat Dance Theater, and a 250-seat studio theater that will address the Department's growing needs and demands for performance space, seating capacity, and functionality. The building will also contain support spaces such as a scenery shop, various control

rooms and rehearsal halls. In addition, faculty offices and classrooms will be relocated to the connected Peter Bryce Main building.

Prominently located on axis with the Bryce Central pavilion and the intersection of North Campus Way and Peter Bryce Boulevard, the project will provide a grand entry for performance events. The facility will also connect to the Bryce Main building via a new lobby. Connecting the old and new will provide two main entry and exit points for productions allowing for smooth transitions. Additionally, courtyards created between the buildings have the potential to be developed to serve as event support areas for outdoor venues and programming.

The relocation of the Department of Theatre and Dance will make the vacated space in the English Building and Rowand-Johnson Hall available for other pressing academic needs.

Space will also be provided for the Opera Department to relocate from Bryant-Jordan Hall so that facility can be decommissioned in accordance with the plan for the Peter Bryce Preserve.

# 4. Coleman Coliseum Basketball Training Facility Expansion and Renovation \$58,674,625

This project will be funded with UA funds in the amount of \$21,725,000 and bonds in the amount of \$36,949,625.

The Coleman Coliseum Basketball Training Facility Expansion and Renovation project ("project") will consist of a new 48,883 square foot expansion in the southeast quadrant of Coleman Coliseum. The project will include a new practice facility and weight room for the men's team; the women's team will move into the current men's practice facility, which includes a weight room, following finish and graphics upgrades.

The expansion will house separate player development areas for both teams, including locker rooms, lounges and film rooms. The teams will share a new lobby, equipment room and sports medicine spaces (training room, hydrotherapy and medical exam room).

# Exhibit J

# Listing of Parity Bonds Outstanding

# General Revenue Bonds, The University of Alabama Series:

- 1. Series 2010-A (Taxable Recovery Zone Economic Development Bonds), \$11,310,000
- 2. Series 2010-B (Taxable Recovery Zone Economic Development Bonds), \$18,000,000
- 3. Series 2012-A (Tax-Exempt, Non-AMT), \$208,310,000
- 4. Series 2014-B, \$9,220,000
- 5. Series 2017-A, \$4,810,000
- 6. Series 2017-B, \$158,400,000
- 7. Series 2019-A, \$346,230,000
- 8. Series 2019-B, \$3,735,000
- 9. Series 2019-C, \$69,340,000
- 10. Series 2024-B, \$201,685,000

# Exhibit K

# Form of Pricing Confirmation Certificate

The undersigned, being a member of The Board of Trustees of the University of Alabama (the "Board") and having been designated by the Board as a "Designated Board Member" under a resolution adopted by the Board on, 2024, does hereby certify as follows:
1. This certificate is being delivered in connection with the issuance by the Board of it \$ General Revenue Bonds, The University of Alabama Series 2024-B (the "Series 2024-Bonds"), under and pursuant to a resolution duly adopted by the Board on, 2024 (the "Authorizing Resolution"), and that certain Master Trust Indenture dated as of July 1, 2004, a supplemented and amended (the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Authorizing Resolution.
2. Section 2 of the Authorizing Resolution sets forth the parameters for the amount and term of the Series 2024-B Bonds. Section 6(b) of the Authorizing Resolution authorizes the undersigned member of the Board to execute and deliver in the name and on behalf of the Board a certificate that evidence within the parameters set forth in said Section 2 of the Authorizing Resolution, the approval by the Boar of the Plan of Finance. This certificate constitutes the Pricing Confirmation Certificate contemplated by the Authorizing Resolution.
3. Pursuant to the authority granted by the Board in Section 6(b) of the Authorizin Resolution, the undersigned member of the Board hereby establishes and approves the following definitive terms of the Series 2024-B Bonds:
(a) The aggregate principal amount of the Series 2024-B Bonds is \$
(b) The Series 2024-B Bonds shall be dated the date of their issuance and delivery, and shall mature and become payable on [July] 1 in the following years and in the following amounts and shall bear interest from their date at the following per annum rates (payable on [January 1, 2025], and on each January 1 and July 1 thereafter):
Year of Principal Amount Interest Maturity Maturing Rate

(c) follows:	The Series 2024-B B	onds are subject to redemption	prior to maturity as
the Board sha are to be rede by the Truste redemption p	and thereafter shal Board, as a whole or in a Il designate, and if less the emed, only in multiples e by lot), on	. Those of the Series 2024-B Ell be subject to redemption prior part (but if in part, of such maturhan all the Series 2024-B Bonds of \$5,000, with those to be redected, and on any date the pal amount to be redeemed plotion.	to maturity, at the rity or maturities as of a single maturity emed to be selected reafter, at and for a
amounts on [] lot) at a reder	y in are subject to July] I in the following:	on. (A) Those of the Series 2024 of mandatory redemption in the years (with those to be redeemed to each Series 2024-B Bond (at so redeemed:	following principal ed to be selected by
	Year	Principal Amount to be Redeemed	
following year with respect	mandatory redemption i ars (with those to be red	ies 2024-B Bonds having a state in the following principal amoun leemed to be selected by lot) at Bond (or portion thereof) rede	ts on [July] 1 in the a redemption price
	Year	Principal Amount to be Redeemed	
at the fixed rates set for the aggregate principa	the Authorizing Resoluth in paragraph 3 above, I amount of the Series 2	ns of the Series 2024-B Bonds setion, as follows: (a) the Series 2, payable semiannually on each [2024-B Bonds is \$; (c) 5.50%; (d) the true interest cost of	2024-B Bonds bear interes January] I and [July] 1; (b) ) no maturity of the Series

(taking into account any original issue discoun	t or original issue premium) is%; (e) the sale
	, which represents% of the principal amount
	B Bonds is [July] 1, 20; and (g) the Series 2024-B Bonds
shall be issued and delivered on, 20	
<del></del>	
<ol><li>The initial purchaser of the Se</li></ol>	ries 2024-B Bonds is, which submitted a bid
for the Series 2024-B Bonds on this date.	
2	ll incorporate the foregoing aspects of the Plan of Finance
and are hereby approved.	
DATED this day of	2024
5/11/25 (mb du) 01	_1 2021.
	Name:
	Title:



May 7, 2024

TO: Stuart R. Bell

FROM: Cheryl Mowdy

RE: Board Item - Action: 2024 General Revenue Bonds

In accordance with Board Rule 419, permission is requested to proceed with bond financing to fund new projects in the amount of \$329,008,779. The bonds will finance approximately \$227.8 million of this cost while other funding, including University cash and fund raising will pay for \$101.2 million. The bonds and other funding sources will fund the construction and improvements of capital projects as shown on Attachment A. At times, we have combined a new money issuance with refunding of existing debt. Refinancing our existing debt has generally been done at lower interest rates to help the University lower its debt service cost. We have reviewed our existing debt with our financial advisor. Currently, the market is not providing any opportunities to refinance for savings, so the request does not contemplate any debt issuance to refund prior debt of the University. If you will recall, however, the University entered into a Cinderella agreement which refunded before the ten-year call date certain obligations of the University in 2022. This debt had an initial rate of 2.75% that converted to 2.10% in 2024 thereby creating the Series 2024-A. This was done on approximately \$203.4 million of the University's Series 2014-B debt. The purpose of this issue was to refund debt that we would normally be refinancing in 2024 and was done in anticipation of a higher rate environment, which we are now experiencing.

The University's Financial Advisor, Raymond James, has provided the University with its current raw assessment showing Moody's Rating Score Card for the University's current rating. In addition, Raymond James has run a pro forma of the projected Moody's Rating Score Card with the addition of \$250 million in new debt. Dr. Adam Tate, Executive Director University Finance, has also developed an internal capital planning model to evaluate the impact of capital spending and issuance of debt on the Moody's Rating Score Card. The University in consultation with Raymond James has reviewed the debt plan and believes the debt is manageable within the current Moody's Aa2 rating category. Additionally, the University believes that it has the debt capacity to service the additional principal and interest. Of the total project costs 30.7% will be funded from University sources other than the 2024 bond financing. Finally, of the approximately \$227.8 million of additional debt, \$36.95 million is expected to be repaid from auxiliary revenues generated from the project being financed.

The University, working with Raymond James, anticipates selling the bonds through a competitive sale process. Raymond James was previously approved as our Financial Advisor with the guidelines of Board Rule 419. In addition, the UA System Office worked with the University to engage Bradley Arant Boult Cummings LLP to serve as bond counsel for the University of Alabama's 2024 General Revenue Bonds. However, if market conditions are such that a negotiated sale is more advantageous, the University may return to the Board or a designated Board member to request approval to conduct the sale of the bonds by means of a negotiated sale.

2024 General Revenue Bonds May 10, 2024 Page 2

The Resolution allows for one or more series. We have used this provision in the past to allow banks to bid alongside broker-dealers on University debt, by structuring a shorter series, which banks have participated in. We are not certain if this provision will be used on the 2024 bonds but will be having further discussions with certain banks and the System office to determine the best course of action. Bank participation in the tax-exempt market has been hampered somewhat by a higher rate environment and more rate volatility as well as tax reform in December 2017.

The attached Resolution provides for an aggregate not-to-exceed principal amount of \$245,000,000 on the new money projects with a final maturity no later than 30 years from the dated date of the bonds and not-to-exceed pricing parameters for the interest rates of the bonds. In addition, the Resolution designates three Board members (the President pro tempore and the Chair and Vice Chair of the Finance Committee) to provide approval of final details of the Plan of Finance. Any of these three designated Board members may approve the remaining details. The timing of the competitive sale will be based on consultation with Raymond James. The President, the Interim Vice President for Finance and Operations and Treasurer, or the Associate Vice President for Finance are authorized to provide for the issuance of the Series 2024 Bonds subject to final approval by the designated Board member.

Attached for your review are the Resolution, Attachment A-2024 Proposed Bond Projects. Subject to your approval, I recommend this item be forwarded to the Chancellor to be included as an action item on the Finance Committee agenda at the next meeting of the Board of Trustees scheduled for June 2024.

### Attachments

Cc: Julie Shelton

# Proposed 2024 Bond Projects The University of Alabama

Project	1	otal Project Costs	1	New Bonds	Οŧ	her Funding	Source of Funds for Bond Repayment
Tax-Exempt							
Psychology Building Renovation and Addition	\$	29,331,872		25,834,872	\$	3,497,000	E&G
New Student Health and Wellness Building		64,000,000		44,000,000	\$	20,000,000	E&G
Smith Family Center for the Performing Arts		177,002,282		121,000,000	\$	56,002,282	E&G
Coleman Coliseum Basketball Training Facility Expansion and Renovation		58,674,625		36,949,625	\$	21,725,000	Auxiliary-Athletics
Total Tax-Exempt Projects	\$	329,008,779	\$	227,784,497	\$	101,224,282	



# Contract Requiring Board Approval BR 406 (V) – Contract Summary Term Sheet

Individually Distinct, Altogether Stronger.

### REQUESTING ENTITY:

Campus:	Department:	Date of Desired Board Meeting:
UAB	Department of Medicine	6/7/2024_
Campus Contact Name:	Contact Email Address:	Contact Telephone:
Ron Collins	ronc@uab.edu	205 934 4423

### CONTRACTOR/VENDOR INFORMATION:

Vendor Business Name:	Type of Agreement:	
Hologic Sales and Service, LLC	Goods & Services (\$1 Mil or greater)	
Business Address:	Is Signed Vendor Disclosure Form provided indicating no conflicts of Interest?	
250 Campus Drive, Marlborough, MA 01752	(Vendor Disclosure Form must be less than one year old)	Yes

### CONTRACT/PROJECT DESCRIPTION:

Describe the Goods and/or Services to be provided (including deliverables) and explain why the goods and/or services are needed. For service contracts, explain why services cannot be provided by existing employees.

This is an amendment to a reagent-rental agreement for two large instruments already in place at UAB. The amendment will provide pricing protection for the remainder of the original contract term for newly offered items replacing recently discontinued items from the original agreement.

Explain the process for selecting the proposed vendor, and efforts to obtain the maximum practicable competition.

Only reagents purchased from Hologic Sales and Service are compatible with the Hologic Panther and Panther Fusion equipment.

Explain the qualifications of the proposed vendor including any past performance references submitted by the vendor for other contracts of work of similar size, scope, and complexity.

UAB was provided with 3 and 5 year pricing option proposals. The 5 year option was the most cost-efficient and offered the greatest protection from future price increases.

Explain how the offered price was determined to be a reasonable one?

As the Original Equipment Manufacturer, only Hologic reagents are compatible with Hologic Panther and Panther Fusion. UAB was presented with 3 and 5 year pricing proposals. The 5 year option was the most cost-efficient and offered the greatest protection from future price increases.

Does the university have other contracts for this same service in place? If so, with whom?

N/A

How does this Contract promote the Campus Strategic Plan & UA System's Core Principles?

This agreement helps the UAB School of Medicine to continue engaging in research that moves the field of Sexually Transmitted Diseases (STD) control forward and improves outcomes locally.

# **CAMPUS IMPACT:**

How does this contract benefit students and other aspects of university activities? What are the anticipated outcomes from implementing this contract? What is the immediate impact on university programs and enrollment if this contract is not approved?

This agreement helps the UAB School of Medicine to continue engaging in research that moves the field of Sexually Transmitted Diseases (STD) control forward and improves outcomes locally.

# **FINANCIAL IMPACT:**

Initial Contract Term:	Initial Contract Dates:		
5 years	June 9, 2023 - June 8, 2028		
Initial Contract	Funding Source for Contract:		
Amount: \$1,403,125	Van Der Pol Lab Sales and Service Account (GL)		
Renewal Term(s) if applicable:	<u> </u>		
None			
Total Potential Cost of Contract to Campus Including Renewals:			
\$1,403,125			
Campus Early Termination Option(s):	<u> </u>		
N/A			
Other Significant Non-Financial Obligations Imposed on Campus:			
None			

# **REQUIRED APPROVALS/ASSURANCES:**

Has this Contract been reviewed and approved by Legal Counsel? Yes	Date: 4/19/2024
Has this contract been reviewed and approved by Campus President and/or his Designee? Yes	Date: 5/7/2024
Is this contract being initiated by a Senior Administrator as defined by Board Rule 406 and thus require a countersignature as prescribed by Board Rule 406.11? No	Name:
Does any employee of the campus with the ability to influence the selection of this vendor or the contract have a real or perceived conflict of interest with the proposed vendor? A conflict of interest occurs when an individual's personal interests – family, friendships, financial, or social factors – could compromise, or could be perceived to compromise, his or her judgment, decisions, or actions.	Y/N Na
If the answer is yes, then explain the relationship.	
Does this vendor have any other Contract(s) with Campus which have required Board Rule 406 approval in the last 5 years?	Y/N Yes
If yes, please list Contract(s) - Dates & Amounts only.	•
June 2023 \$1,403,125 (original agreement)	

# FOR CONSULTING CONTRACTS OVER \$250,000 ONLY:

TOR CONSCIENTE CONTRACTS OVER \$250,000 ONET.	
Please list other higher education clients, if any, the vendor had contract(s) with during the past five years.	
Please list other organizations in the State of Alabama the vendor had contract(s) with during the past five years.	
Who are the principals, or beneficial owners, of the vendor?	
How many employees does the vendor have?	
What is the vendor's process for managing conflicts of Interest with clients and employees?	



May 2, 2024

Ray L. Watts, M.D., President University of Alabama at Birmingham 1720 2<sup>nd</sup> Avenue South, AB 1070 Birmingham, Alabama 35294-0110

Dear Dr. Watts:

Thank you for considering the addition of the amendment to the Hologic Equipment Usage and Purchase Agreement to the June 2024 board materials. The agreement will help the UAB School of Medicine to continue engaging in research that moves the field of STD control forward.

The original contract represents a reagent-rental agreement for two large instruments already in place in our lab, which allows us to purchase reagents for the Hologic Panther and Panther Fusion in support of upcoming research studies. The Hologic Panther and Panther Fusion have been in use in the laboratory for over 10 years. Several items from the original contract have been discontinued since execution and replaced with the items in the amendment, which has triggered the need for an amendment to the agreement.

The new items are combined tests that were previously offered as separate tests. In order to continue with upcoming studies, we need to be able to purchase the new items, as the previous ones are no longer available, and other vendors do not make tests compatible with these instruments.

This is a beneficial decision for the UAB STD Program and represents our continued effort to be fiscally responsible. Thank you for your consideration.

Sincerely,

C. Seth Landefeld, MD

Spencer Chair in Medical Science

Leadership

Chair, Department of Medicine

Anupam Agarwal, MD

Senior Vice President for Medicine and Dean, UAB Heersink School of Medicine Chair of Health Services Foundation Board



Amendment No. 1

Customer Name ("CUSTOMER")	Customer Number	PURCHASE ORDER NUMBER	
The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham	159243		
Contact Name	Contact Phone Number	Contact Email	
Barbara Van Der Pol	205-975-4268	bvanderpol@uabmc.edu	
Bill To Address	Ship To Address	Hologic Representative	
UNIVERSITY OF ALABAMA AT BIRMINGHAM PO BOX 4389 UAB EQUIPMENT MAINTENANCE PROGRAM C/O THE REMI GROUP MONTGOMERY, AL US 36103	VAN DER POL LABORATORY 703 19TH ST S RM ZRB 242 BIRMINGHAM, AL US 35294	Jennifer Williams 404-293-5319 jennifer.williams@hologic.com	

This amendment "Amendment" to that certain Equipment Usage Attachment dated June 14, 2023 ("Agreement") between Hologic Sales and Service, LLC ("Hologic") and The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham ("Customer") is by and between Hologic and Customer and is effective on the execution date by Hologic ("Amendment Date"). Hologic and Customer are collectively referred to herein as the "Parties."

WHEREAS, the Parties are desirous of amending the Agreement.

NOW THEREFORE, in consideration of the agreements, mutual representations and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. As of the Amendment Date, the Parties acknowledge and agree the table entitled "Non-Committed" of the Agreement shall be amended to include the following:

### Non-Committed

Product Number	Product Description	Price per Kit/Box
PRD-07400	SARS/FLU A/B/RSV REAGENT CARTRIDGES, FUSION, IVD	\$4,320.00
PRD-07788	RESPDIRECT KIT, US	\$200.00
PRD-07401	SARS/FLU A/B/RSV CONTROLS, FUSION, IVD	\$0.00
PRD-07152	SARS/FLU A/B/RSV PANEL B, FUSION	\$0.00

2. The Parties expressly agree that there are no other understandings, writings or discussions related to the subject matter hereof other than the Agreement and this Amendment. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect in accordance with its terms as stated therein, but, to the extent of such modification, the provisions of this Amendment shall supersede those of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed by their fully authorized representative.

Accepted and agreed to:

Customer (by its authorized rep		Hologic Sales and S (by its authorized rep	ervice, LLC resentative)
Name	Title		
Signature	Date	Signature	Date

The offer contained in this Agreement is null and void if this Agreement is not executed by Customer (and returned to Hologic) on or before 4/30/2024 ("Offer Expiration Date"), or accepted by Hologic as indicated by Hologic's signature above.

PLEASE FAX OR EMAIL COMPLETED AND SIGNED AGREEMENT TO national contracts@hologic.com OR (844) 749-3816



E:quipmentUsage Attachment

Customer Name ("CUSTOMER")	Customer Number	Purchase Order Number
The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham	159243	
Contact Name	Contact Phone Number	Contact Email
Barbara Van Der Pol	(205) 975-4268	bvanderpol@uabmc.edu
Bill To Address	Ship To Address	Hologic Representative
UNIVERSITY OF ALABAMA AT BIRMINGHAM PO BOX4389 UAB EQUIPMENT MAINTENANCE PROGRAM C/O THE REMI GROUP MONTGOMERY, AL US 36103	VAN DER POL LABORATORY 703 19TH ST S RM ZRB 242 BIRMINGHAM, AL US 35294	Jennifer Williams 404-293-5319 jennifer.williams@hologic.com
	Term of Agreement: 60 Months	

This Equipment Usage Attachment ("Attachment") by and between Hologic Sales and Service, LLC ("Hologic"), and Customer (as defined above) (collectively, the "Parties") is effective as of the date of full execution by the Parties (the "Effective Date") and is executed in connection with that certain Sale Agreement dated April 22, 2022 between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham and Hologic ("Sale Agreement") (this Attachment and the Sale Agreement are collectively referred to herein as the "Agreement"). To the extent not modified by this Attachment, the terms and conditions of the Sale Agreement are incorporated herein in full as if fully stated herein. Any capitalized terms contained in the Sale Agreement and not defined herein shall take the meaning as defined in the Sale Agreement.

### **General Terms:**

- Equipment: In consideration of the Purchase Commitment, Hologic will provide Customar with the use of the Equipment ("Equipment") specified below for the Term, which shall include on-site installation and training by Hologic authorized personnel. Hologic will retain title to the Equipment during the Term and may file a standard Uniform Commercial Code ("UCC") Form 1 to perfect its interest in the Equipment. Customer will notify Hologic immediately if any attachment, encumbrance, lien or security interest is filled or claimed. Customer shall remain responsible for the normal care and maintenance of the Equipment. Should Customer be in Material Breach, Hologic may immediately require Customer to arrange the return of any Hologic-owned Equipment to Hologic.
- 2. Costs for Equipment Usage; Customer Reporting Obligations: Payment for the Equipment usage and Product purchase pursuant to this Attachment is set on a per-Product (or per-kit) basis. The Product prices quoted include remuneration for the Equipment based upon Customer's anticipated Product usage during the Term, such that the aggregate amounts paid by Customer on a per-Product (or per-kit) basis will be an amount sufficient to pay Hologic for the usage value of the Equipment and the purchase price of the Product ovar the Term. Payment for the use of the Equipment through the purchase of Products is provided at Customer's request. Customer is responsible for appropriately allocating a portion of the amount spent on Products to account for the use of the Equipment for accounting and reporting (including Medicare cost reporting) purposes. More specifically, Customer shall (i) properly report and appropriately reflect and allocate amounts paid under this Attachment, net of all discounts, as may be required by applicable law or contract, including in applicable Medicare and Medicaid cost reports, (ii) maintain sale invoices along with this Attachment and other documentation provided by Hologic concerning this Attachment and Product pricing, and (iii) allow agents of Medicare and Medicaid access to such documentation upon request.
- Order Management: Customer shall place all orders concerning this Attachment directly with Hologic, at 250 Campus Drive, Marlborough, MA 01752. Orders may be placed by: Phone at 800-442-9892, Fax at 800-409-7591 or at mailto: Customer Support@hologic.com.
- 4. Modifications: The Sale Agreement shall continue in full force and effect in accordance with its terms as stated therein, but, to the extent expressly modified by this Attachment, the provisions of this Attachment shall supersede those of the Sale Agreement with respect to this Attachment only.
- Term Completion: At the end of the Term, Customer agrees to arrange the return of any Hologic-owned Equipment promptly to Hologic.

Quote #: O-298044

### **Program Terms:**

- 1. Term: The initial term of this Attachment shall begin on the Effective Date and terminate upon completion of the "Term of Agreement" period designated above(" Term"). Notwithstanding anything else to the contrary, the aggregate term of this agreement (initial term and all renewals) may not exceed five (5) years.
- 2. Purchase Commitment: The Customer egrees to pay to Hologic the total price per kit as indicated during the Term. Customer agrees to purchase the quantity of kits or boxes as per Product as indicated below for each Product (the "Purchase Commitment"), each year during the Term. The Parties agree that the Purchase Commitment represents the minimum quantity to be purchased by Customer on an annual basis. All purchases made in a given annual period shall apply to the purchase commitment for that annual period only and shall not be applied to any future Contract Year. Each twelve (12) month period beginning on the Effective Date is a "Contract Year." If Customer does not order and pay for the quantity listed for each Product ("Estimated Yearly Quantity") within any 12 month period ("Minimum Purchase Obligation"), then Hologic may require Customer to pay, at the end of the 12 month period, the difference between the Minimum Purchase Obligation and the amount actually paid by Customer during that period for the Product ("Minimum Purchase Obligation Payment"). Customer must make this Minimum Purchase Obligation Payment within 30 days of the date of Hologic's invoice. Also, Hologic may increase pricing by up to 5% for the rest of the Term for any Product for which Customer does not meet the Minimum Purchase Obligation. Hologic's use of the remedies in this section does not preclude it from pursuing remedies stated elsewhere in the Agreement.
- Training: Hologic will provide training for two (2) operators, at Hologic's training fecility to include roundtrip airfare, ground transportation, hotel accommodations and meals.
- 4. Tips: Specific TECAN and BioRear tips are the preferred tips that Hologic has validated for use on the Panther system. Hologic does not support the use of non-TECAN or non-BioRear tips on the Panther pursuant to the terms of the warranty for the equipment. Please contact your local Hologic Account Executive for more details on BioRear tips. TECAN tips (Catalog #30180117) can be ordered directly from TECAN U.S. at 800-352-5128.
- Panther Service:

### SERVICES INCLUDED. During the Term, the following service will be provided:

- Lebor, necessary replacement parts (excluding disposables which include, but are not limited to, tips, MTU's, TTU's, waste bags, and bench covers), and Hologic travel expenses.
- Preventative maintenance by Hologic service technician according to operator's or user's manual, (Monday through Friday only).
- 3. Equipment repair for reasons other than those listed below under Services Excluded.
- Access to Hologic Technical Support telephone support, Monday through Friday, 5:00 AM to 5:00 PM Pacific Standard Time (excluding Hologic holidays).
- 5. Telephone Number for all Technical Support: 888-484-4747
- Factory authorized updates or modifications, including parts.

### Service Representative Dispatch and PRO360° REMOTE DIAGNOSTICS

- Representative on site within 24 hours (Monday Friday) if PRO360° Remote Diagnostics Management is installed.
- Representative on site within 48 hours (Monday Friday) if PRO360° Remote Diagnostics is not installed. Service response times are predicated upon the Equipment operator being willing and able to transfer Equipment log files to Hologic when instructed by Hologic Technical Support using the protocol described in the Equipment Operator's Manual.

# **SERVICES EXCLUDED.** The services excluded under the Standard Service option are the following:

- 1. Any repair required because of causes other than use of the Equipment pursuant to the operator's or user's manual. Such causes include, but are not limited to: misuse, abuse, improper use, casualty loss, neglect, reprogramming error, malfunction or failure of environmental control Equipment, electrical Equipment malfunction or failure, repair maintenance, modification, relocation, or reinstallation by other than Hologic authorized personnel, installation of commercial or non-Equipment software, use of any other tips on the Equipment other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes.
- Routine tasks, other than those performed by Hologic during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and maintenance.
- 3. Supply items (including, but not limited to, those itams listed in the package insert or manual as "materials required but not provided," TECAN Tips, blaach, squirt bottles, paper towels, end other such items that are needed for general use but not specifically by the Equipment) and consumable items.
- 4. Relocation of Equipment.

Quote #: Q-298044

Note: Labor and materials charges for all of the excluded services will be billed at rates prevailing at the time of service.

**CUSTOMER OBLIGATIONS.** Prior to any shipment of repair parts or visit by Hologic service representative, Customer must perform all pertinent diagnostic programs, tests, simple/ basic troubleshooting and provide an accurate description of the failure/error.

**REPLACED OR REMOVED PARTS.** All parts replaced or removed under this Agreement become the property of Hologic.

CT/NG

· Commitment Period: Annually

Number of Committed Tests: 4,000

· Price Per Test: \$11.25

Product No.	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
303094 \ PRD-05571*	APTIMA COMBO 2, 250-TEST, PANTHER- UPDATED	250	\$2,812.50
302923 \ PRD-05576*	APTIMA COMBO 2, 100-TEST, PANTHER- UPDATED	100	\$1,125.00

<sup>\*</sup>The part numbers of the Aptima Combo 2 Assay Kits will be updated to PRD-05571 and PRD-05576 during the Term of the Agreement. Please do not order the updated part numbers until your lab has undergone verification.

Trich

· Commitment Period: Annually

Number of Committed Tests: 1,500

· Price Per Test: \$9.75

Product No.	Description	Quantity of Tests per Kit/Box	Price per Klt/Box
303536	KIT, ATV-V2, 100T	100	\$975.00
303537	KIT, ATV-V2, 250T	250	\$2,437.50

# Aptirna Mycoplasma Genitalium

- · Commitment Period: Annually
- Number of Committed Tests: 2,500
- Price Per Test: \$25.00

Product No.	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-03919	M GEN ASSAY, APTIMA 100T, WITH CALIBRATORS INCLUDED	100	\$2,500.00

Aptirna BV assay (Bacterial Vaginosis)

- . Commitment Period: Annually
- Number of Committed Tests: 1,000
- Price Per Test: \$35.00

Product No.	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-05186	BV ASSAY, APTIMA, 100T, IVD	100	\$3,500.00

Aptima CV/TV assay (Candida vaginitis/Trichomonas vaginalis)

- · Commitment Period: Annually
- Number of Committed Tests: 1,000
- Price Per Test: \$40

Product No.	Description	Quantity of Tests per Klt/Box	Price per Kit/Box
		INDEA	

Quate #: Q-298044

PRD-05189	CV/TV ASSAY, APTIMA, 100T, IVD	100	\$4,000.00
1 11 00 10-0		100	4 .1000.00

# · Commitment Period: Annually

### Fusion A/B/RSV

Number of Committed Tests: 500

Price Per Test: \$30.00

Product No.	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-04328	FLU REAGENT CARTRIDGES, 96-TEST, FUSION, CE IVD	96	\$2,880.00

# Panther Fusion SARS-CoV-2 assay

· Commitment Period: Annually

Number of Committed Tests: 2,000

Price Per Test: \$10.00

Product No.	Description	Quantity of Tests per KlifBox	Price per Kit/Box
PRD-06391 **	PANTHER FUSION SARS-COV-2 ASSAY PPR SOLUTION, EUA	160	\$1,600.00

# Open Access

· Commitment Period: Annually

· Number of Committed Tests: 2,000

• Price Per Test: \$22.00

Product No.	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-04303**	OPEN ACCESS CARTRIDGES, 96-TEST, RNA/DNA ENZ	96	\$2,112.00

<sup>\*\*</sup>Please note that the Panther Fusion SARS-CoV-2 Assay is comprised of both PRD-06391 and PRD-04303.

# **Collection Devices**

· Commitment Period: Annually

Number of Committed Tests: 3,600

Price Per Test: \$1.25 / \$1.20

Product No.	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
301040	KIT,APTIMA CMB2URINE SPEC COLL	50	\$62.50
301041	KIT, UNISEX SPEC COLL, APTIMA	50	\$62.50
PRD-03546	BOX OF SPECIMEN COLLECTION KITS, MULTITEST SWAB (IVD)(50 PK)	50	\$62.50
301154C	KIT, APTIMA LPT-IVD SALES BOM	100	\$120.00
105575	APTIMA URINE COLLECTION TUBES	100	\$120.00

# Non-Committed

Product No.	Description	Price per Kit/Box	
PRD-06419	SARS-COV-2 ASSAY, APTIMA, 250-TEST, EUA, CE IVD	\$6,750.00	
301110	APTIMA CNTRLS KIT (1 TRAY) IVD	\$0.00	
302807	KIT, CONTROLS, ATV,250	\$0.00	
PRD-03393	M GEN CALIBRATORS, APTIMA	\$0.00	
PRD-04940	M GEN CONTROLS, APTIMA	\$0.00	
PRD-05187	BV CONTROLS, APTIMA, 100T, IVD	\$0.00	

Quote #: Q-298044

PRD-06420 SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD \$230.00 PRD-06660 HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP (1200 TUBES PER CARTON) \$1,500.00 PRD-06554 SPECIMEN LYSIS BAG, SARS-COV-2 \$125.00			
PRD-05191 CV/TV CALIBRATOR, APTIMA, 100T, IVD \$0.00 PRD-04336 FLU CONTROLS, FUSION, CE IVD \$0.00 PRD-08404 PANTHER FUSION SARS-COV-2 CONTROLS, EUA \$250.00 PRD-08420 SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD \$230.00 PRD-08666 HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP (1200 TUBES PER CARTON)) \$1.500.00 PRD-08654 SPECIMEN LYSIS BAG, SARS-COV-2 \$125.00 PRD-08554 SPECIMEN LYSIS BAG, SARS-COV-2 \$125.00 PRD-04423 SPECIMEN TRANSPORT MEDIUM \$100.00 303096 RUNKIT, PANTHER \$0.00 104772-02 MULTI-TUBE UNIT (MTU) KIT ASSY \$0.00 104772-02 MULTI-TUBE UNIT (MTU) KIT ASSY \$0.00 902731 WASTE BAC, KIT, PANTHER \$0.00 303013 AUTO DETECT KIT, APTIMA, AS \$0.00 303014 ASSAY FLUIDS KIT, APTIMA, AS \$0.00 303015 PANTHER WASTE BIN COVER Par \$0.00 303016 ADVANCED CLEANING SOLUTION \$0.00 CL0041 SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS \$0.00 CL0040 SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS \$0.00 501616 SPARE CAPS, OML, TUBE (601213) DIAGNOSTICS \$0.00 501616 SPARE CAPS, OML, TUBE (601213) DIAGNOSTICS \$0.00 MTL-02093 SOUPK, PIPETTE, TRANS, DISPO, SML \$40.00 PRD-0430 PANTHER FUSION UNIVERSAL FLUIDS KIT \$0.00 PRD-0431 PANTHER FUSION UNIVERSAL FLUIDS KIT \$0.00 PRD-04332 INTERNAL CONTROL-S, FUSION, CE IVD \$0.00 PRD-04334 EXTRACTION REAGENTS - S, FUSION, CE IVD \$0.00 PRD-04339 SPECIMEN TYSIS, FUSION, CE IVD \$0.00 PRD-04341 PANTHER FUSION ASSAY FLUIDS KIT IS \$0.00 PRD-04431 PANTHER FUSION SUFFER, FUSION, CE IVD \$0.00 PRD-04434 PANTHER FUSION SUFFER, FUSION, CE IVD \$0.00 PRD-04436 PAD-04436 PANTHER FUSION SUFFER, FUSION, CE IVD \$0.00 PRD-04436 PAD-04436 PANTHER FUSION SUFFER, FUSION, CE IVD \$0.00 PRD-04436 PAD-04436 PANTHER FUSION SUFFER, FUSION, CE IVD \$0.00 PRD-04436 PAD-04436 PANTHER FUSION SUFFER, FUSION, CE IVD \$0.00 PRD-04436 PAD-04436 PANTHER FUSIO	PRD-05188	BV CALIBRATOR, APTIMA, 100T, IVD	\$0.00
PRD-04336         FLU CONTROLS, FUSION, CE IVD         \$0.00           PRD-06404         PANTHER FUSION SARS-COV-2 CONTROLS, EUA         \$250.00           PRD-06420         SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD         \$230.00           PRD-06660         HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP (1200 TUBES PER CARTON)         \$1,500.00           PRD-06554         SPECIMEN LYSIS BAG, SARS-COV-2         \$125.00           PRD-04423         SPECIMEN TRANSPORT MEDIUM         \$100.00           303096         RUN KIT, PANTHER         \$0.00           104772-02         MULTI-TUBE UNIT (MTU) KIT ASSY         \$0.00           902731         WASTE BAG, KIT, PANTHER         \$0.00           504405         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           C0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, OMIL, TCR APTIMA 2X50         \$0.00           5016161         SPARE CAPS, OMIL, TCR APTIMA 2X50         \$0.00 <td>PRD-05190</td> <td>CV/TV CONTROLS, APTIMA, 100T, IVD</td> <td>\$0.00</td>	PRD-05190	CV/TV CONTROLS, APTIMA, 100T, IVD	\$0.00
PRD-08404         PANTHER FUSION SARS COV-2 CONTROLS, EUA         \$250.00           PRD-08420         SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD         \$230.00           PRD-08660         HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP (1200 TUBES PER CARTON)         \$1,500.00           PRD-08554         SPECIMEN LYSIS BAG, SARS-COV-2         \$125.00           PRD-04423         SPECIMEN LYSIS BAG, SARS-COV-2         \$125.00           PRD-04423         SPECIMEN LYSIS BAG, SARS-COV-2         \$125.00           104772-02         MULTI-TUBE UNIT (MTU) KIT ASSY         \$0.00           104772-02         MULTI-TUBE UNIT (MTU) KIT ASSY         \$0.00           504406         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TOR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, TOR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           601604 <t< td=""><td>PRD-05191</td><td colspan="2">CV/TV CALIBRATOR, APTIMA, 100T, IVD</td></t<>	PRD-05191	CV/TV CALIBRATOR, APTIMA, 100T, IVD	
PRD-06420         SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CEIVD         \$230.00           PRD-06660         HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP (1200 TUBES PER CARTON)         \$1,500.00           PRD-06654         SPECIMEN LYSIS BAG, SARS-COV-2         \$125.00           PRD-04423         SPECIMEN TRANSPORT MEDIUM         \$100.00           303096         RUN KIT, PANTHER         \$0.00           104772-02         MULTI-TUBE UNIT (MTU) KIT ASSY         \$0.00           902731         WASTE BAG, KIT, PANTHER         \$0.00           504405         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMPIPROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/ISEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, TCR/ISEL RGT (CL0038) DIAGNOSTICS         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         <	PRD-04336	FLU CONTROLS, FUSION, CE IVD	\$0.00
PRD-06660         HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP (1200 TUBES PER CARTON)         \$1,500.00           PRD-06554         SPECIMEN LYSIS BAG, SARS-COV-2         \$125.00           PRD-04423         SPECIMEN TRANSPORT MEDIUM         \$100.00           303096         RUN KIT, PANTHER         \$0.00           104772-02         MULTI-TUBE UNIT (MTU) KIT ASSY         \$0.00           902731         WASTE BAC, KIT, PANTHER         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, DP, 60ML, TCR APTIMA 2X50         \$0.00           MTL-02093         SOMPK, PIPETTE, TRANS, DISPO, SML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04335         OIL PACK, FUSION, CE IVD         \$0.00           PRD-04331         RECON BUFFER I, FUSION, CE IVD         \$0.00	PRD-06404	PANTHER FUSION SARS-COV-2 CONTROLS, EUA	\$250.00
PRO-06554         SPECIMEN LYSIS BAG, SARS-COV-2         \$125.00           PRD-04423         SPECIMEN TRANSPORT MEDIUM         \$100.00           303096         RUN KIT, PANTHER         \$0.00           104772-02         MULTI-TUBE UNIT (MTUJ KIT ASSY         \$0.00           902731         WASTE BAG, KIT, PANTHER         \$0.00           504405         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04331         PANTHER FUSION CEIVD         \$0.00           PRD-04332	PRD-06420	SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD	
PRD-04423         SPECIMEN TRANSPORT MEDIUM         \$100.00           303096         RUN KIT, PANTHER         \$0.00           104772-02         MULTI-TUBE UNIT (MTU) KIT ASSY         \$0.00           902731         WASTE BAG, KIT, PANTHER         \$0.00           504405         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501616         SPARE CAPS, SOML TUBE (501213) DIAGNOSTICS         \$0.00           MTL-02093         SPARE CAPS, SOML TUBE (501213) DIAGNOSTICS         \$0.00           MTL-02093         FORDORAL TUBE (501213) DIAGNOSTICS         \$0.00           MTL-02093         SOMPK, PIPETTE, TRANS, DISPO, SML         \$40.00           PRD-04330         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04331         PANTHER FUSION, CE-IVD         \$0.00           PRD-0	PRD-06660	HOLOGIC SPECIMEN LYSIS TUBE, SOLID CAP (1200 TUBES PER CARTON)	\$1,500.00
303096   RUN KIT, PANTHER   \$0.00	PRD-06554	SPECIMEN LYSIS BAG, SARS-COV-2	\$125.00
104772-02         MULTI-TUBE UNIT (MTU) KIT ASSY         \$0.00           902731         WASTE BAC, KIT, PANTHER         \$0.00           504405         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, PP, 60ML, TCR APTIMA 2X50         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           105668         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04430         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04330         RECON BUFFER I, FUSION, CE-IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE-IVD         \$0.00           PRD-04334<	PRD-04423	SPECIMEN TRANSPORT MEDIUM	\$100.00
902731         WASTE BAG, KIT, PANTHER         \$0.00           504405         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           105668         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-0430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-0430         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04336         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$0.00           PRD-0	303096	RUN KIT, PANTHER	\$0.00
504405         PANTHER WASTE BIN COVER Part         \$0.00           303013         AUTO DETECT KIT, APTIMA, AS         \$0.00           303014         ASSAY FLUIDS KIT, APTIMA, AS         \$0.00           303085         ADVANCED CLEANING SOLUTION         \$0.00           CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, PP, 60ML, TCR APTIMA 2X50         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           MTL-02093         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04330         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04334         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$0.00           PRD-04330         PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04334         PECHEN LYSIS, FUSION, CE IVD         \$0.00 <td>104772-02</td> <td>MULTI-TUBE UNIT (MTU) KIT ASSY</td> <td>\$0.00</td>	104772-02	MULTI-TUBE UNIT (MTU) KIT ASSY	\$0.00
AUTO DETECT KIT, APTIMA, AS   \$0.00	902731	WASTE BAC, KIT, PANTHER	\$0.00
ASSAY FLUIDS KIT, APTIMA, AS   \$0.00	504405	PANTHER WASTE BIN COVER Part	\$0.00
ADVANCED CLEANING SOLUTION   \$0.00	303013	AUTO DETECT K/T, APTIMA, AS	\$0.00
CL0041         SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS         \$0.00           CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, PP, 60ML, TCR APTIMA 2X50         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           105668         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04430         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE-IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$0.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04334         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00	303014	ASSAY FLUIDS KIT, APTIMA, AS	\$0.00
CL0040         SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS         \$0.00           501604         SPARE CAPS, PP, 60ML, TCR APTIMA 2X50         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           105668         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04430         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-08304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	303085	ADVANCED CLEANING SOLUTION	\$0.00
501604         SPARE CAPS, PP, 60ML, TCR APTIMA 2X50         \$0.00           501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           105668         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK, PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04430         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	CL0041	SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS	\$0.00
501616         SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS         \$0.00           105668         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK , PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04000         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04331         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04304         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	CL0040	SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS	
105668         APTIMA PENETRABLE CAPS         \$100.00           MTL-02093         500/PK , PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04000         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	501604	SPARE CAPS, PP, 60ML, TCR APTIMA 2X50	\$0.00
MTL-02093         500/PK , PIPETTE, TRANS, DISPO, 5ML         \$40.00           PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04000         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         Oil PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04331         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	501616	SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS	\$0.00
PRD-04430         PANTHER FUSION UNIVERSAL FLUIDS KIT         \$0.00           PRD-04000         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         OIL PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	105668	APTIMA PENETRABLE CAPS	\$100.00
PRD-04000         PANTHER FUSION TUBE TRAYS         \$0.00           PRD-04335         Oil PACK, FUSION, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	MTL-02093	500/PK , PIPETTE, TRANS, DISPO, 5ML	\$40.00
PRD-04335         Oil Pack, Fusion, CE-IVD         \$0.00           PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04430	PANTHER FUSION UNIVERSAL FLUIDS KIT	\$0.00
PRD-04333         RECON BUFFER I, FUSION, CE IVD         \$0.00           PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04000	PANTHER FUSION TUBE TRAYS	\$0.00
PRD-04332         INTERNAL CONTROL-S, FUSION, CE IVD         \$0.00           PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04335	OIL PACK, FUSION, CE-IVD	\$0.00
PRD-04331         EXTRACTION REAGENTS - S, FUSION, CE IVD         \$0.00           PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04333	RECON BUFFER I, FUSION, CE IVD	\$0.00
PRD-04339         SPECIMEN LYSIS, FUSION, CE IVD         \$125.00           PRD-04304         OIL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04332	INTERNAL CONTROL-S, FUSION, CE IVD	\$0.00
PRD-04304         OÍL REAGENT         \$0.00           PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04331	EXTRACTION REAGENTS - S, FUSION, CE IVD	\$0.00
PRD-04431         PANTHER FUSION ASSAY FLUIDS KIT I-S         \$0.00           PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04339	SPECIMEN LYSIS, FUSION, CE IVD	\$125.00
PRD-04334         ELUTION BUFFER, FUSION, CE IVD         \$0.00           PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04304	OIL REAGENT	\$0.00
PRD-04476         INTERNAL CONTROL-X, FUSION, CE-IVD         \$0.00           PRD-06304         MY ACCESS LAPTOP, 14IN - USER READY         \$0.00	PRD-04431	PANTHER FUSION ASSAY FLUIDS KIT I-S	\$0.00
PRD-06304 MY ACCESS LAPTOP, 14IN - USER READY \$0.00	PRD-04334	ELUTION BUFFER, FUSION, CE IVD	\$0.00
700	PRD-04476	INTERNAL CONTROL-X, FUSION, CE-IVD	\$0.00
PDP 6/65	PRD-06304	MY ACCESS LAPTOP, 14IN - USER READY	\$0.00
	PRD-04305	OPEN ACCESS PACK, FUSION	\$0.00

# Equipment - Located at 703 19TH ST S, RM ZRB 242, BIRMINGHAM, AL 35294

Product#	Description	Unit Value	Unit Price	Serial Number	Quantity to Ship
303095	PANTHERINSTRUMENTSYSTEM,DX	\$175,000.00	Included	2090000983	0
PRD-04172	PANTHER FUSION INSTRUMENT SYSTEM	\$250,000.00	Included	2090001727	0
902568	PRO360 SOFTWARE V1.0.0	\$0.00	Included	N/A	0
PRD-05844	PANTHER UPGRADE CONTINUOUS FLUID AND WASTE + MTU EXPANSION MODULE	\$70,000.00	included	209000983, 2090001727	2

### Additional Terms:

FOB: Destination, No Charge Freight

Panther Plus module and system shipments shall depend on unit availability. Given the rapidly escalating worldwide demand for Panther Plus systems and upgrades, Hologic is unable to provide specific dates for delivery and installation at this time. Upon receipt of a Purchase Order, your Hologic Team will provide the latest information available and collaboratively work on a potential timeline for delivery and installation.

U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Panther Fusion® SARS CoV-2 Assay on the Panther Fusion System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Panther Fusion SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Panther Fusion SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Panther Fusion SARS CoV-2 Assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Panther Fusion SARS CoV-2 Assay product at any time.

U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of Aptima SARS CoV-2 assay on the Panther System by authorized laboratories for the detection of nucleic acid from Aptima SARS-CoV-2 virus only and not for any other viruses or pathogens. The Panther SARS CoV-2 assay is only authorized for the duretion of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Panther SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Panther SARS CoV-2 assay is only available for sale and use while the EUA is in effect. Hologic raservas the right to discontinue the Panther SARS CoV-2 assay product at any time.

**Termination of Prior Agreement:** The Parties agree and acknowledge that the Equipment Usage Program Attachment between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham d/b/a University of Alabama at Birmingham and Gen-Probe Sales & Service, Inc. dated June 8, 2017 ("Prior Agreement") shall be terminated upon execution of this Attachment. Any pricing listed in the Prior Agreement that is not included in this Attachment will remain in effect until the Installation of the Equipment under this Attachment is complete.

Accepted and agreed to:

	omer d representative)	Hologic Sales and Service, LLC (by its authorized representative)		
Bernard Mays	AVP/Controller			
Name	Title			
B-12-,-	06/13/2023	Jung MA Le die	06/14/2023	
Signature	Date	Signature	Date	

The offer contained in this Agreement is null and void if this Agreement is not executed by Customer (and returned to Hologic) on or before <u>9/23/2022 ("Offer Expiration Date")</u>, or accepted by Hologic as Indicated by Hologic's signature above.

PLEASE FAX OR EMAIL COMPLETED AND SIGNED AGREEMENT TO nationalcontracts@hologic.com CIR (844) 749-3816

Regions Bank

A. Name of Account UAH Federal Loan Programs (Note: NFLP)

# B. Purpose of Account

To deposit funds received from the U.S. Department of Health and Human Services Nurse Faculty Loan Program (NFLP). The purpose of the NFLP is to increase the number of qualified nursing faculty to facilitate the education of nurses needed to address the nursing workforce shortage. The NFLP provides funding to schools of nursing to support the establishment and operation of a distinct, interest-bearing NFLP loan fund. Participating schools of nursing make loans from the fund to assist registered nurses in completing their graduate education to become qualified nurse faculty. Per program conditions, funds received must be held separately from other university funds and not commingled for tracking and reporting purposes.

- C. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- D. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

#### **Full Authorization:**

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# Limited Authorization:

Regions Bank

- A. Name of Account Chan Investment Fund
- B. Purpose of Account

To deposit gift funds from the Chan Investment Fund as outlined in a Memorandum of Agreement between the University and Chia-Hwa "Tony" Chan, Trustee of the Pei-Ling Chan Trust and dated November 25, 2018. Funds will be controlled by the College of Business Administration, invested in various securities researched and selected by a designated student investment group, and expended in accordance with the agreement and state regulations.

- C. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- D. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

# **Full Authorization:**

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- Dr. Jason T. Greene, Dean of the College of Business
- Dr. Xuejing Xing, Chair and Professor, Accounting, Economics, & Finance
- Mr. William Smith, Instructor of Finance

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# Limited Authorization:

Regions Bank

A. Name of Account Durkee Investment

# B. Purpose of Account

To deposit funds from the Durkee Fund, which are currently invested by a designated student investment group with oversight by the College of Business. The Durkee Fund was endowed by a gift from the MaryLou Durkee Management Trust in 2014. Funds will be controlled by the College of Business, invested in various securities researched and selected by a designated student investment group, and expended in accordance with the agreement and state regulations.

- C. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- D. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

# Full Authorization:

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- Dr. Jason T. Greene, Dean of the College of Business
- Dr. Xuejing Xing, Chair and Professor, Accounting, Economics, and Finance
- Mr. William Smith, Instructor of Finance

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#### Limited Authorization:

# Regions Bank

- A. Name of Account Federally Sponsored Programs
- B. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- C. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

# Full Authorization:

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# Limited Authorization:

# **Regions Bank**

- A. Name of Account UAH - General
- B. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- C. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

# Full Authorization:

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# Limited Authorization:

# Regions Bank

- A. Name of Account UAH - Payroll
- B. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- C. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

# Full Authorization:

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

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# Limited Authorization:

# Regions Bank

- A. Name of Account UAH - SWEEP
- B. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- C. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

#### Full Authorization:

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# Limited Authorization:

# **Regions Bank**

A. Name of Account Alabama Engineering Foundation

for current or prospective students.

B. Purpose of Account
To deposit funds, including contributions and gifts, for the Alabama
Engineering Foundation. This foundation is a 501(c)3 non-profit
organization formed to provide assistance to The University of Alabama in
Huntsville, to facilitate the performance of the educational, research, and
public service functions of the University primarily, but not exclusively, in
the engineering, scientific, and management disciplines. Funds will be

used to provide scholarships, grants, loans, or other means of financial aid

- C. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- D. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

#### Full Authorization:

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# **Regions Bank**

- A. Name of Account Pei Ling Fund for Excellence
- B. Purpose of Account

  To deposit funds from the core donation of the Pei Ling Trust.
- C. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- D. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

# **Full Authorization:**

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# Regions Bank

- B. Name of Account Government-Enhanced Cash Account
- C. Purpose of Account

To deposit funds and maximize potential earnings from supplemental appropriations received from the Education Trust Fund Advancement and Technology Fund and a gift from UAH Foundation for the construction of the Raymond B. Jones Engineering Building.

- E. Name(s) of university personnel with authority and responsibility for the opening and closing of the account, for making deposits in and withdrawals from the account, and for otherwise supervising and managing the account
  - Mr. Todd Barré, Vice President for Finance and Administration
  - Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller
- F. Name(s) of individual(s) authorized to execute transactions involving this account and limitations on the authority given to each individual including dollar limitations and use of mechanical or facsimile system for accomplishing these transactions.

# Full Authorization:

- Mr. Todd Barré, Vice President for Finance and Administration
- Mr. Jason B. Cooper, Associate Vice President, Finance and Business Services, and Controller

Includes, but is not limited to: Manual, mechanical, or facsimile signatures on checks; initiate wire and automatic transfers; fund withdrawals transfers.

# Limited Authorization:

# UNIVERSITY OF ALABAMA SYSTEM BOARD RULE 415 BOARD SUBMITTAL CHECKLIST CRITERIA

# BOARD SUBMITTAL CHECKLIST NO. 7 DISPOSITION OF UNIVERSITY OWNED PROPERTIES (1)

The University of Alabama

PROJECT NAME: Disposition of 621 Greensboro Avenue, Tuscaloosa County, Alabama MEETING DATE: June 6-7, 2024 Board Submittal Checklist No. 7 1. 2. Transmittal Letter to Chancellor from Campus President requesting project be placed on the agendas for the forthcoming Physical Properties Committee and Board of Trustees (or Executive Committee) Meetings 3. Proposed Board Resolution requesting approval to dispose of Campus Property by the Board of Trustees 4. Executive Summary 5. Locator Map(s) 6. Sales Contract 7. Appraisals (Excerpts or Executive Summary) 8. Proceeds Calculation 9. Marketing Report 10. Checklist for Sale 11. Statement by Designated Campus Real Estate Agent justifying the disposal of the Property and the methods associated therewith

Prepared by: Rob Cooper

Approved by: Tim leapour

<sup>71</sup> Reference Tab 3R - Board Rule 415 Instructional Guide

CAMPUS:



May 3, 2024

Interim Chancellor Sid J. Trant The University of Alabama System 500 University Boulevard East Tuscaloosa, Alabama 35401

Dear Interim Chancellor Trant,

I am pleased to send to you for approval under Board Rule 415 a real estate item for the disposition of property located in Tuscaloosa County, Alabama.

The resolution requests authorization for the sale of the Ford Building - 621 Greensboro Avenue.

This item has been thoroughly reviewed and has my endorsement. With your concurrence I ask that it be added to the agenda for The Board of Trustees at the regular meeting on June 6-7, 2024.

Sincerely,

Stuart R. Bell President

Enclosure



# EXECUTIVE SUMMARY PROPOSED REAL ESTATE DISPOSITION BOARD OF TRUSTEES SUBMITTAL MEETING DATE: JUNE 6-7, 2024

**CAMPUS:** University of Alabama PROJECT NAME: Disposition of 621 Greensboro Avenue, Tuscaloosa, Alabama **ORIGINAL ACQUISITION** DATA: ] Gift [ X ] Purchase Other (U. S. Federal Endowment) Date: September 26, 2012 Value: \$821,000 **PROJECT** LOCATION: 621 Greensboro Avenue Tuscaloosa, Alabama 35401 LEGAL DESCRIPTION: See attached Exhibit A ACREAGE: .13 **IMPROVEMENTS:** 5,100 sq. ft. office space **SALE PRICE:** \$925,000 **BROKER OPINION:** \$900,000 Wilson Moore - Pritchett-Moore Real Estate DATE: April 4, 2024 BROKER: Steven Deal, Pritchett-Moore, Inc.

Spurlin Properties, LLC

**PURCHASER:** 

Executive Summary
Real Estate Disposition
Board of Trustees Submittal
Meeting Date: June 6-7, 2024

# JUSTIFICATION FOR DISPOSAL OF PROPERTY:

Based upon highest and best use practices, it is determined the sale of this Property is economically justified and in the best interest of The University of Alabama and the State of Alabama. Revenue generated from the sale of this property could be used as future capital for the University's investment efforts.

There is no plan for other on-campus departments to relocate to this Property and the location does not support the long-term maintenance costs and deferred maintenance liability of continued possession.

#### **DISPOSAL METHOD:**

[ X	] Sealed Bid
[ ]	Auction
[X]	Licensed Agent

Pritchett-Moore, Inc. listed the property on the Multiple Listing Service on April 5, 2024. Sealed proposals were received April 30, 2024.

#### **OTHER ATTACHMENTS**

- [X] Declaration of Designated Campus Agent or Method Selected to Dispose of Property.
- [X ] Proposed Board Resolution to Authorize Campus to Proceed With Disposal of Real Property

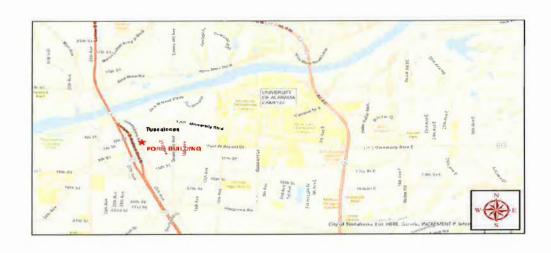
# LEGAL DESCRIPTION

A parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 22, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, being a portion of Lot 203 of the McCalla Street Center Survey of 1891 as recorded in the Probate Office of said County in Plat Book 10001 at Page 1, said parcel being more particularly described as follows: BEGIN at a nail set at the southwest comer of said Lot 203, said corner being at the intersection of the north right-of-way of 7th Street (a 99 foot wide right-of-way) and the east right-of-way of Greensboro Avenue (a 132 foot wide right-of-way); thence run North 12 degrees, 19 minutes, 48 seconds West along said east right-of-way of Greensboro Avenue, also being the west boundary of Lot 203, a distance of 51.15 feet to a point in the centerline of a party wall; thence run North 77 degrees, 32 minutes, 36 seconds East along said centerline and an extension thereof 110.66 feet to a PK Nail set; thence run South 12 degrees, 19 minutes, 48 seconds East 51.15 feet to a pipe found on the south boundary of said Lot 203; thence run South 77 degrees, 32 minutes, 36 seconds West along the south boundary of said Lot 203 and along the north right-of-way of 7th Street 110.66 feet to the POINT OF BEGINNING.

# LOCATION MAP



# VICINITY MAP



SITE MAP



**EXISTING PHOTO** 





# **Broker Opinion of Value**

Property: 621 Greensboro Avenue

Date of BOV: April 24, 2024

Please note the following statistics in the West Alabama Multiple Listing Service records:

DOWNTOWN OFFICE SPACE SALES COMPS

Name	Address	Şalas Date	Zoning	Year Built	Acresse	Class/Condition	ŚF	Sales Price	Pric	e Per SF
Surthalter lewlery	2312 6th 5t	juc	BC.	1970	0.08	C - Outdated	1.958	\$ 8,00,000,00	S	270.45
Shields & Gunter Law	2703 7th St	2023	8GO	1890	0.32	8 - Aesthetic Repairs	4.366	S 1.100,000.00	\$	250.80
Fitts Architecture	1606 Paul Bryant Or	2022	RMF2	1974	1.02	A - Turnkev	4,710	5 1.050,000,00	\$	222.93
UOC Real Estate	400 Paul Bryant Dr	2022	BGCI	196S	0.84	Ø - Dated	11.384	5 2,291,250.00	\$	201.27
ST Bunn -> Dukes	1904 University Blvd	2021	BM	1900	0.23	A · Turnkey	5,573	\$ 985,000.00	5	176.75
Capital Park Title	708 27th Ave	2021	8GO	1974	0.32	8 - Turnkey	4,107	\$ 695,000.00	5	107.22
Imagemakers	2501 6th St	7022	BC .	1900	0.08	D - Major Renovation	5,010	5 800.000.00	5	159.68
Ramey Office	2201 11th St	2023	860	1996	0.12	B - Aesthetic Repairs	3,850	\$ 610,000.00	5	158.44
Hubbard McIlwain	808 Lurteen Wallace	2023	BC	1979	0.18	C-Outdated	8,484	\$ 1,200,000,00	5	141.44
Alston Bidg	601 Greensboro	2023	BC.	1910	0.13	9 - Major Renovation	15,000	\$ 1,625,000,00	5	108.33
								Total Average	s	170.42

Subject Average	621 Lurieen Wallace	BC	1925	0.47 B - Turnkey	5100	\$ 869,158.82
Subject Highest	621 turricen Wallace	8C	1925	0.47 B - Tumkey	5100	\$ 1,379,310.34

Based on our research of the Subject Property, site visit, and market analysis, I feel that the Property has a valuation between \$900,000 and \$1,250,000.

Respectfully,

Wilson Moore

**Broker/President** 

Pritchett-Moore, Inc.

AL Broker License 063935000

# University Land and Real Estate Services Proceeds Calculation Disposition of 621 Greensboro Avenue Tuscaloosa, Alabama

Sales Price \$925,000

Estimated Expenses \$ 33,750\*

Total Proceeds \$891,250

<sup>\*</sup>Realtor commission, title insurance and deed preparation

# Offer Summary Board Meeting June 6-7, 2024

This is to certify that the purchase offer below was received in the Office of University Lands and Real Estate Services for the disposition 621 Greensboro Avenue a 0.13 acre Tract in Tuscaloosa County, Alabama.

<u>Name</u>	<u>Offer</u>		
Spurlin Properties, LLC	\$925,000 \$100,000 earnest money \$10,000 escalator provision over next highest offer (\$915,000)		
Tosyali	\$915,000 \$ 25,000 earnest money		
Weaver Rentals, LLC	\$900,000 \$ 5,000 earnest money		

# Checklist for Sale or Lease of Campus Real Property<sup>1</sup>

Disposition of 621 Greensboro Avenue Tuscaloosa, Alabama

1.	[ ] Pro	operty Sale operty lease mber sale incral lease
2.	[X] Bro	oker's Opinion was \$900,000 on April 4, 2024
3.		altor Steven Deal tchett-Moore Real Estate
4.	[X] a.	Sale/lease handled through a licensed real estate broker and published by broker in accordance with customary practices.
	[ ] b.	Sale/lease handled by negotiation after a publicly announced request for proposals was made.
	[	Sale/lease handled by sealed bid or auction.
	f ci	Property Located In-State  Advertised once a week for four (4) weeks in newspaper of general resultation in county of property: (name of newspaper)  (and)  Advertised once in three (3) other newspapers of general circulation roughout the state: (List names of newspapers)
	1	Property Located Out-of-State   Advertised once in three newspapers of general circulation throughout e State: (List names of newspapers)
5.	[ ] Desi	gnated agent's declaration of best interests of the institution to make sale or lease through process other than public auction or sealed bid.
	[	] Date ratified by The Board of Trustees:
Ro	l Co	D5-D1-202-4 Date

 $<sup>^1</sup>$  Other than 1) quitclaim deeds, 2) dispositions associated with the granting of easements and rights-of-way, and 3) leases specifically excluded from the requirements of Board Rule 470

# **Justification Statement**

Sale of 621 Greensboro Avenue Tuscaloosa, Alabama

The University of Alabama proposes disposition of a property located at 621 Greensboro Avenue, in Tuscaloosa, Alabama. As the Property is not contiguous to the University, it does not provide strategic benefit or purpose.

Economic Development currently occupies the property and will be relocated to another facility to enhance access and collaboration for partners supported by the programs. There is no plan for other on-campus departments to relocate to this Property and the location does not support the long-term maintenance costs and deferred maintenance liability of continued possession.

The subject Property was listed with a licensed real estate broker to generate interest and increase returns for The University of Alabama. Based upon industry highest and best use standards, it is determined the sale of this Property is economically justified and in the best interest of The University of Alabama and the State of Alabama.

Rob Cooper

Designated Campus Agent

D-4-

#### REAL ESTATE SALES AGREEMENT

AGREEMENT, made as of the	_ day of	, 2024, by and
between THE BOARD OF TRUSTEES OF TH	E UNIVERSITY OF A	LABAMA, by and
through the University of Alabama, Tuscaloo	osa, Alabama, a public	c corporation and
constitutional Instrumentality of the State of Ala	bama, ("Seller"), and Ca	ain-Spurlin, L.L.C.
("Purchaser").		-

# WITNESSETH:

WHEREAS, Seller is the owner of property located at 621 Greensboro Avenue, Tuscaloosa, Alabama 35401, Parcel Identification 63-31-05-22-1-110-013.000 and 63-31-05-22-1-110-014.000 which is a 0.13 acre tract including a 5,100 square foot office building located in Tuscaloosa County, Alabama, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein (the "Property"); and

WHEREAS, Seller, desires to sell, transfer and convey to Purchaser, and Purchaser desires to purchase from Seller the Property, together with the other rights and interests set forth in this Agreement, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and mutual premises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

# 1. Conveyance.

For and in consideration of the Cash Purchase Price of Nine-Hundred Twenty-Five Thousand No/100 Dollars (\$925,000.00) to be paid as stipulated herein, and the additional covenants and agreements herein contained to be performed by Purchaser, Seller agrees to convey good, marketable and insurable (at regular rates) fee simple absolute title to the Property to the Purchaser, less and except for the Permitted Exceptions or as this Agreement may otherwise specifically provide, by Statutory Warranty Deed, on the Closing Date (as defined in Section 10). The Property shall be conveyed to Purchaser together with all of Seller's right, title and interest in and to all easements appurtenant to or benefiting the Property, all rights, development rights, hereditaments, claims, interests, improvements, personal property equipment, fixtures, improvements and other benefits relating to or appurtenant to the Property, as well as any and all claims or rights of Seller to any street bordering or adjoining the Property; provided, however, that Seller shall make no representation or warranty with respect to such other rights or interests.

# 2. Title.

The following shall constitute "Permitted Exceptions" for purposes hereof:

- (i) federal, state and municipal laws, ordinances, rules and regulations relating to the Property and its construction, which are not violated by the Property or the use or condition thereof;
- (ii) such state of facts as an accurate survey of the Property would disclose;
- (iii) any applicable ad valorem taxes with respect to the Property, that will become a lien against the Property as of October 1, 2024 are to be pro-rated as of the Closing Date; and
- (iv) standard exceptions in title insurance commitments issued in the State of Alabama.

# 3. Conditions Precedent to Purchaser's Obligation.

Purchaser's obligation to close hereunder is subject to the fulfillment, prior to and at the Closing of the following conditions:

- (a) The receipt by Purchaser and Seller of a commitment issued by a reputable title insurance company authorized to do business in the State of Alabama, evidencing a commitment to insure the title to the Property as specified in Section 1 hereof, at regular rates. Purchaser and Seller shall have an overall due diligence period of fifteen (15) days following execution of this Agreement ("Due Diligence Period"). If, during the Due Diligence Period, Purchaser finds any objections or defects in or to the marketability or insurability of title to be conveyed as herein provided, Purchaser shall deliver notice in writing to Seller within two (2) Business Days of the date of Purchaser's discovery of the objection. Seller shall have the option, but shall not be required, to attempt to clear, discharge and remove said objections and defects. If Seller is unable to do so prior to the Closing, either Party may terminate this Agreement, whereupon neither Party shall have any further obligations under this Agreement except for those matters specifically set forth to survive termination of this Agreement.
- (b) Seller's representations and warranties contained in this Agreement shall be true at and as of the time of Closing as though such representations and warranties were made at and as of such time.
- (c) Seller shall not have made a general assignment for the benefit of creditors, nor have admitted in writing Seller's inability to pay Seller's debts as they become due, nor have filed a petition in bankruptcy or been adjudicated a bankrupt or insolvent or have filed a petition seeking any reorganization, arrangement, composition, readjustment liquidation, dissolution or similar relief under any present or future statute, law or regulation, nor have filed any answer admitting or failing to reasonably contest the material allegations of a petition filed against seller in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Seller for any material part of Seller's property.

If any of the foregoing conditions shall be and remain unsatisfied on the Closing Date, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, whereupon neither Party shall have any further obligations under this Agreement.

# 4. <u>Seller's Obligation Subject to Board Approval.</u>

Seller's obligations hereunder are subject to the approval of this Agreement by the Board of Trustees of the University of Alabama by such resolution and actions as are necessary to bind Seller to the terms and provisions hereof. Should Seller's Board of Trustees not approve the transaction contemplated by this Agreement, then this Agreement shall terminate, whereupon neither Party shall have any further obligation to the other.

# 5. <u>Representations and Warranties of Seller.</u>

Seller represents and warrants to Purchaser (which representations and warranties shall survive the Closing except as herein specifically set forth to the contrary) as follows:

- (a) Seller has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.
- (b) Seller owns the entire legal, equitable and beneficial fee simple title in and to the Property, free and clear of liens, charges, and encumbrances of any kind whatsoever, other than the Permitted Exceptions; this provision shall not survive the Closing.
- (c) To Seller's knowledge, there is no action or proceeding (zoming or otherwise) or governmental investigation pending, or threatened against or relating to Seller, the Property (including the buildings), or the transactions contemplated by this Agreement, nor to the knowledge of Seller is there any basis for any such action.
- (d) The execution and performance of this Agreement will not violate or conflict with any provision of any indenture, agreement, or other instrument to which Seller is a party or by which Seller or the Property is bound.
- (e) To Seller's knowledge, there is not any municipal or public assessments (but excluding any such matters as may be disclosed by the title insurance commitment received by Purchaser) payable in annual or other installments which are or have become a lien on the Property.
- (f) To Seller's knowledge, during Seller's ownership of the Property, there were not any violations of law, ordinance, regulation, or requirement respecting the Property (including the building), including violations of any local, municipal, state, or

federal laws or regulations or zoning, environmental, health or fire codes. To Seller's knowledge, there is not any action or proceeding (zoning or otherwise) or governmental investigation pending or threatened against the Seller or the Property or of any outstanding orders of any governing body, administrative agency, or other similar entity having jurisdiction over the Property which have not been fully complied with by the Seller.

- (g) To Seller's knowledge, no services, material, or work have been supplied by Seller's contractors, subcontractors, or materialmen with respect to the Property (or any part thereof) for which payment has not been made in full.
- (h) No party, other than the Purchaser, has any right to purchase the Property (or any part thereof or interest therein), or any right of first refusal to purchase the Property (or any part thereof or interest therein).

# 6. Representations and Warranties of Purchaser.

Purchaser represents and warrants to Seller as follows (which representations and warranties shall survive the Closing):

- (a) Purchaser has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (b) Purchaser has no knowledge or notice of any action against it or its property or business, nor is there any basis known to Purchaser for any such action, that would prevent the consummation of the transactions contemplated hereby.
- (c) The execution and performance of this Agreement will not violate or conflict with any provision of any indenture, agreement, or other instrument to which the Purchaser is a party. The transactions contemplated hereunder, and the execution and delivery of this Agreement, have been duly authorized and approved by all requisite action on the part of Purchaser.

# 7. <u>Seller's Closing Documents.</u>

At the Closing, Seller shall execute, acknowledge, and deliver to Purchaser the following documents, and shall take the following actions:

- (a) Seller shall deliver to Purchaser a Statutory Warranty Deed as provided in Section 1 above.
- (b) Seller shall deliver to Purchaser a certificate certifying (and setting forth) a resolution from The Board of Trustees of The University of Alabama authorizing the transaction contemplated by this Agreement.

- (c) Seller shall deliver to Purchaser's title insurance company such affidavit(s) as Purchaser's title company shall reasonably require with respect to the existence of mechanic's liens or the rights of parties in possession in order to issue the owner's title insurance policy in favor of Purchaser.
- (d) Seller shall deliver to Purchaser a Settlement Statement (the "Settlement Statement") setting forth the Purchase Price, the prorations and adjustments, and the other financial aspects of the transaction.

# 8. Purchaser's Closing Obligations.

At the Closing, Purchaser shall execute, acknowledge, and deliver to Seller the following:

- (a) Purchaser shall deliver to Seller the Purchase Price, defined below, as adjusted pursuant to Section 13 hereof, in accordance with the provisions of Section 9.
  - (b) Purchaser shall deliver to Seller the Settlement Statement.

# 9. Purchase Price.

- (a) The cash Purchase Price (the "Purchase Price") for the Property shall be Nine Hundred Twenty-Five Thousand and no/100 Dollars (\$925,000.00), as adjusted pursuant to Section 13 hereof, payable as herein provided.
- (b) Purchaser shall deliver to Pritchett-Moore Realty an Earnest Money Deposit in the amount of Twenty-Five Thousand and No/100 dollars (\$25,000.00) within three (3) business days of execution of this Agreement. The Earnest Money Deposit shall be credited toward the Purchase Price at Closing or will be forfeited to the Seller if Purchaser fails to close in default of this Agreement.
- (c) Purchaser shall pay or cause to be paid to Seller at Closing the Purchase Price. Seller agrees to pay the cost to prepare the deed and the cost of Purchaser's title insurance with Purchaser being responsible for all other closing costs. Seller shall pay for the costs of filing and/or recording any instrumentation required to discharge of record any instruments affecting title which Seller is obligated to clear pursuant to this Agreement, a three percent (3%) real estate commission to Pritchett-Moore Realty in the amount of Twenty-Seven Thousand Seven Hundred Fifty and no/100 dollars (\$27,750.00), and proration of any applicable ad valorem taxes. Each Party shall pay its own counsel fees.

# 10. Closing.

Provided all of the conditions precedent to the obligations of the Purchaser under this Agreement shall have been and shall remain satisfied, the Closing (the "Closing") of the transactions contemplated by this Agreement shall take place at Capitol Park Title within ten (10) days following approval by The Board of Trustees of the University of Alabama or no later than October 15, 2024. In the event the Closing shall not have occurred during this time period, either Party may at any time thereafter give notice to the other terminating this Agreement, in which event the following provisions shall apply:

- (a) If neither Party shall be in default under this Agreement, the Earnest Money Deposit shall be returned to Purchaser, and neither Party shall have any further obligations to the other under this Agreement.
- (b) If a Party is in default hereunder or fails or refuses to close, then Section 14 shall apply.

# 11. Eminent Domain.

If, prior to the Closing, all or any part of the Property is taken by eminent domain, Purchaser may, by written notice to Seller, elect (a) to terminate this Agreement prior to the Closing Date or (b) to close without an abatement in the Purchase Price. In the event that Purchaser shall elect to terminate this Agreement, both Parties shall be relieved and released of and from any further obligations to the other under this Agreement and Purchaser shall have no right or claim to any awards received by Seller by reason of such taking by eminent domain. If this Agreement is not terminated and Purchaser elects to close without an abatement of the Purchase Price, it shall remain in full force and effect, and Seller, upon the Closing and the receipt of the Purchase Price, simultaneously shall deliver to Purchaser all awards received by Seller by reason of such taking by eminent domain, and shall assign, transfer and set over to Purchaser all of Seller's right, title and interest in and to any awards by reason of such taking by eminent domain.

# 12. Broker.

Purchaser and Seller represent and warrant that neither party has engaged or employed any real estate broker, agent, or other intermediary in connection with this Agreement, other than Pritchett-Moore, Inc. as Seller's agent. Seller will be solely responsible for the payment of any commissions owed to Pritchett-Moore Realty (pursuant to a separate written agreement between Seller and Seller's Broker). No commissions shall be due from Purchaser. Purchaser will indemnify and hold Seller harmless against any claims, defenses, actions and judgments of any brokers, agents, and intermediaries alleging a commission, fee, or other payment to be owing by reason of Purchaser's dealings, negotiations, or communications in connection with this Agreement. The provisions of this Section 12 shall survive the Closing.

# 13. Adjustments.

At Closing, the following shall be apportioned and adjusted with respect to the Property between Seller and Purchaser as of the Closing Date:

- (a) Any applicable Ad valorem property taxes for the Property which will become a lien against the Property on October 1, 2024 shall be prorated as of the Closing Date, if any.
- (b) If on the Closing Date any assessment is a lien on all or part of the Property, and such assessment is or may be payable in installments, of which the first installment is then a charge or lien, or has been paid, then for purposes of this Agreement, all the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable and to be liens on the Property affected thereby and shall be paid and discharged by Seller on the Closing Date.

# 14. <u>Default, Remedies, Etc.</u>

If either Party shall fail or refuse to close title as required by the terms of this Agreement, or otherwise is in default hereunder at Closing, then, following receipt by the defaulting Party of ten (10) Business Days prior written notice from the non-defaulting Party stating the nature of the default hereunder, unless the defaulting Party shall have cured such default during the ten (10) Business Day period, then the non-defaulting Party shall have the right to terminate this Agreement in which event neither Party shall have any further obligation to the other. If Purchaser defaults, and Seller agrees to termination of this Agreement, the Earnest Money shall be forfeited to Seller.

# 15. Notices.

Any notices required or permitted to be given hereunder shall be in writing and shall be delivered by (a) hand, (b) overnight courier, or (c) certified or registered mail return receipt requested, postage prepaid and addressed to each Party at its address as set forth below. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery, one (1) Business Day after mailing by a generally recognized overnight courier (requesting proof of delivery) or three (3) Business Days after the date of deposit in the United States mail as provided above. By giving at least five (5) Business Days prior written notice thereof, any Party hereto may from time to time and at any time change its mailing address.

# To Seller:

University Lands and Real Estate Services c/o Rob Cooper The University of Alabama Box 870176 Tuscaloosa, AL 35487-0176

# With a separate copy, which shall not in and of itself constitute notice to:

Office of Counsel c/o Robin Jones University of Alabama System 222 Rose Administration Building Box 870106 Tuscaloosa, AL 35487

# To Purchaser:

Caim-Spurlin, L.L.C. c/o Charles Spurlin 1911 6<sup>th</sup> Street Tuscaloosa, AL 35401

# 16. As Is Sale.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS (AS DEFINED BELOW), THE PURCHASER UNDERSTANDS AND AGREES THAT THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY OR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY THE SELLER TO THE PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING THE SELLER SHALL TRANSFER AND CONVEY TO THE PURCHASER AND THE PURCHASER SHALL ACCEPT THE PROPERTY "AS IS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY AGREEMENT OR INSTRUMENT EXECUTED BY THE SELLER AND DELIVERED TO THE PURCHASER AT CLOSING ("CLOSING DOCUMENTS").

# 17. Miscellaneous.

- (a) This Agreement and the exhibits hereto constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this Agreement signed by all Parties hereto. This Agreement supersedes all prior discussions and agreements between the Parties hereto, including any prior letters of intent.
- (b) No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- (c) Notwithstanding any contrary provisions of the Agreement, the following provisions shall govern any disputes or questions of law. Seller does not agree to waive any rights or causes of action against any person whether a party or not. Any provisions to the contrary notwithstanding, Seller does not agree to indemnify or hold any person or party harmless from any claim. Seller does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama of 1901, the Eleventh Amendment of the United States Constitution, or any other applicable provision of law. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to this Agreement, the exhibits and attachments hereto, questions of immunity related to Seller, and any disputes between the Parties. Any claim against Seller must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction of any claims against Seller that are neither barred by immunity nor required to be made through the Alabama State Board of Adjustment shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa) or the Tuscaloosa County Circuit Court. Any provisions of this Agreement which may be considered a consent to suit or a waiver of immunity by Seller are hereby stricken and rendered null and void.
- (d) All terms and conditions in this Agreement are for the sole and exclusive benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns.
- (e) Neither Party may transfer or assign its rights, duties, or obligations arising under this Agreement without the written consent of the other Party.
- (f) If any provision hereof shall be determined or declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREFORE, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above

written.
SELLER: THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and constitutional Instrumentality of the State of Alabama, Tuscaloosa, Alabama
By:
Cheryl Mowdy Interim Vice President for Finance and Operations The University of Alabama
Tuscaloosa, Alabama Employer I.D. No. 63-6001138
, in and for said County in said State, here as Interim Vice President for Finance a conveyance, and who is known to mat, being informed of the contents of the country on the definition of the contents.
seal this day of,

e STATE OF ALABAMA COUNTY OF TUSCALOOSA I, the undersigned, a Notary Public, by. certify that Cheryl Mowdy, whose name ınd Operations, is signed to the foregoing ne, acknowledged before me on this day, the his conveyance, she has executed the same vo lay the same bears date. Given under my hand and official s 2024. NOTARY PUBLIC My Commission Expires:

IN WITNESS WHEREFORE, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

	<u>PURCHASER</u> :
	CAIN-SPURLIN, L.L.C.
	By:Charles Spurlin Title:
STATE OF ALABAMA } FUSCALOOSA COUNTY }	
certify that Charles Spurlin, whose not signed to the foregoing conveyand ne on this day, that, being informed	Public, in and for said County in said State, hereby ame is signed as of Cain-Spurlin, L.L.C. ce, and who is known to me, acknowledged before of the contents of this conveyance, he has executed uthority on the day the same bears date.
Given under my hand and of 2024.	ficial seal this day of,
	NOTARY PUBLIC
	My Commission Expires:

#### LEGAL DESCRIPTION

A parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 22, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, being a portion of Lot 203 of the McCalla Street Center Survey of 1891 as recorded in the Probate Office of said County in Plat Book 10001 at Page 1, said parcel being more particularly described as follows: BEGIN at a nail set at the southwest comer of said Lot 203, said corner being at the intersection of the north right-of-way of 7th Street (a 99 foot wide right-of-way) and the east right-of-way of Greensboro Avenue (a 132 foot wide right-of-way); thence run North 12 degrees, 19 minutes, 48 seconds West along said east right-of-way of Greensboro Avenue, also being the west boundary of Lot 203, a distance of 51.15 feet to a point in the centerline of a party wall; thence run North 77 degrees, 32 minutes, 36 seconds East along said centerline and an extension thereof 110.66 feet to a PK Nail set; thence run South 12 degrees, 19 minutes, 48 seconds East 51.15 feet to a pipe found on the south boundary of said Lot 203; thence run South 77 degrees, 32 minutes, 36 seconds West along the south boundary of said Lot 203 and along the north right-of-way of 7th Street 110.66 feet to the POINT OF BEGINNING.

# UNIVERSITY OF ALABAMA SYSTEM BOARD RULE 415 BOARD SUBMITTAL CHECKLIST CRITERIA

## BOARD SUBMITTAL CHECKLIST NO. 8 ACQUISITION OF PROPERTY 11

CAMPUS: The University of Alabama

PROJECT NAME: Acquisition of Grants Mill Property

MEETING DATE: June 6-7, 2024

1. Board Submittal Checklist No. 8

2. Transmittal Letter to Chancellor from Campus President requesting project be placed on the agendas for the forthcoming Physical Properties Committee and Board of

Trustees (or Executive Committee) Meetings

3. Proposed Board Resolution requesting approval of acquisition of property by the

Board of Trustees

4. Executive Summary

5. Locator Map(s)

✓ 6. Property Appraisals or Executive Summary of Appraisal

7. Proposed Purchase Contract

8. Phase I – Environmental Assessment

Prepared by: Rob Cooper

Approved by:

<sup>&</sup>lt;sup>4</sup> Reference Tab 3S - Board Rule 415 Instructional Guide



May 3, 2024

Interim Chancellor Sid J. Trant The University of Alabama System 500 University Boulevard East Tuscaloosa, Alabama 35401

Dear Interim Chancellor Trant,

I am pleased to send to you for approval under Board Rule 415 a real estate item for the acquisition of property located in Jefferson County, Alabama.

The resolution requests authorization for the acquisition of 31 acres in the Grants Mill area of Jefferson County, Alabama.

The item has been thoroughly reviewed and has my endorsement. With your concurrence, I ask that it be added to the agenda for the Board of Trustees of the University of Alabama at the regular meeting on June 6-7, 2024.

# 1

President

Enclosure



# EXECUTIVE SUMMARY PROPOSED REAL ESTATE ACQUISITION BOARD OF TRUSTEES SUBMITTAL

## BOARD OF TRUSTEES MEETING DATE JUNE 6-7, 2024

CAMPUS: The University of Alabama

PROJECT NAME: Acquisition of Grants Mill Property

**PROJECT** 

LOCATION: Grants Mill Road, Jefferson County, Alabama

LEGAL

DESCRIPTION: See Attached Exhibit "A"

LOT SIZE: 31 acres more or less

IMPROVEMENTS: None

PURCHASE PRICE: \$625,000

FINANCING: None

FUNDING SOURCE: Finance and Operations Reserves

APPRAISAL VALUE: \$635,000

DATE OF APPRAISAL May 1, 2024

LICENSED APPRAISER: Rusty Rich, MAI, MRICS, #G00901

Integra Realty Resources 880 Montclair Road, Suite 275 Birmingham, Alabama 35213

ESTIMATED O&M: None

Executive Summary Real Estate Acquisition Board of Trustees Submittal

Board of Trustees Meeting Date: June 6-7, 2024

**ENVIRONMENTAL** 

ASSESSMENT DATE: July 19, 2019

Updated ESA in process

**ENVIRONMENTAL** 

ASSESSMENT: No environmental concerns were recognized on the subject

Property.

CURRENT OWNER: Landscape Services, Inc.

ACQUISITION

ALTERNATIVES: None

RELATIONSHIP TO INSTITUTION

PRIORITIES: The University of Alabama currently owns 120 acres which

adjoins the subject property and does not have access to right of way. The acquisition will allow for and facilitate roadway frontage access and accordingly enhance the value of the

University's existing property.

## LEGAL DESCRIPTION

The following described property is situated in Jefferson County, Alabama and is more particularly described as follows:

Commencing at a 1" open pipe found at the SW corner of Section 33, Township 17 South, Range 1 West, Jefferson County, Alabama; thence N 00° 00' 04" W assumed along the West line of said 1/4-1/4 1321.27' to a 3/4" crimped iron found at the NW corner of said 1/4-1/4, being the point of beginning; thence N 00° 01' 26" E along the West line of the NW ¼ of the SW ¼ 659.91' to a 1" crimped iron found; thence N 88° 23' 53" E 658.72' to a 1" crimped iron found; thence S 00° 10' 07" E 657.90' to a 1" crimped iron found on the North line of the SW 1/4 of the SW 1/4; thence S 88° 13' 45" W along the said line 660.99' to the point of beginning.

AND

The following described property is situated in Jefferson County, Alabama and is more particularly described as follows:

Commencing at a 1" open pipe found at the SW corner of Section 33, Township 17 South, Range 1 West, Jefferson County, Alabama, being the point of beginning; thence N 00° 00' 04" W assumed along the West line of said 1/4 -1/4 1321.27' to a 3/4" crimped iron found at the NW corner of said 1/4; thence N 88° 13' 09" E a distance of 1321.92 to a 3" capped pipe found on the NE corner of said 1/4-1/4; thence S 44° 07' 21" W 1897.82' to the point of beginning.

## **ACQUISITION OF GRANTS MILL PROPERTY**

# LOCATION MAP



ALABAMA

## **ACQUISITION OF GRANTS MILL PROPERTY**

# VICINITY MAP



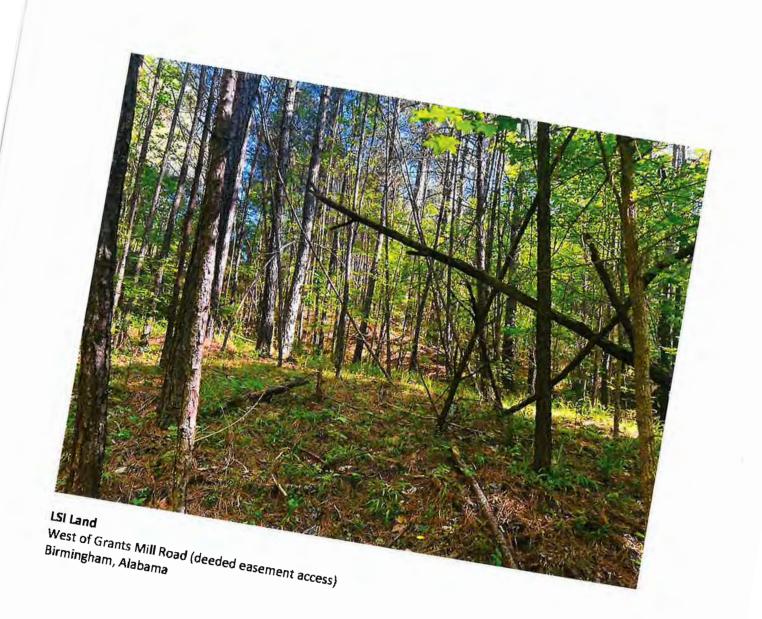
ALABAMA'

## **ACQUISITION OF GRANTS MILL PROPERTY**

# SITE MAP



ALABAMA





May 3, 2024

Mr. Rob Cooper Executive Director The University of Alabama - University Land and Real Estate Services 1115 14th Street Tuscaloosa, AL 35401

SUBJECT: Market Value Appraisal

LSI Land

West of Grants Mill Road (deeded easement access) Birmingham, Jefferson County, Alabama 35210 IRR - Birmingham File No. 173-2024-0234

## Dear Mr. Cooper:

Integra Realty Resources — Birmingham is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is The University of Alabama – University Land and Real Estate Services, and the intended use is to help determine the market value for the purposes of a potential acquisition.

The subject is a parcel of vacant land located west of Grants Mill Road (deeded easement access) in Jefferson County, AL. The land contains an area of 31.00 acres or 1,350,360 square feet. The property is zoned A-1, Agricultural, which permits single-family dwelling, general farming, sale and storage of farm products, customary accessory buildings or structures.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and applicable state appraisal regulations.

Mr. Rob Cooper The University of Alabama - University Land and Real Estate Services May 3, 2024 Page 2

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	May 1, 2024	\$635,000

## **Extraordinary Assumptions and Hypothetical Conditions**

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- We note that the easement from Grants Mill Road was washed out during our inspection. For purposes of this
  analysis, we have assumed that the easement could/would be repaired to working condition, as it is not easily
  accessible as of the effective date of this appraisal.
- During a prior inspection, there were tires visible on the subject property. We were not provided an environmental report. We have assumed the subject property is not contaminated.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

None.

Data, information, and calculations leading to the value conclusion(s) are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.



Mr. Rob Cooper The University of Alabama - University Land and Real Estate Services May 3, 2024 Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Kusty Rich

**INTEGRA REALTY RESOURCES - BIRMINGHAM** 

Rusty Rich, MAI Senior Managing Director Certified General Real Property Appraiser

Alabama Certificate # G00901 Telephone: 205.949.5995 Email: rrich@irr.com Tyler Powell Director Certified General Real Property Appraiser Alabama Certificate # G01062

Telephone: 205.949.2699 Email: tpowell@irr.com

J. P.M

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# **Summary of Salient Facts and Conclusions**

Property Name	LSI Land	
Address	West of Grants Mill Road (deeded easement access)	
	Birmingham, Jefferson County, Alabama 35210	
Property Type	Land	
Owner of Record	Landscape Services, Inc.	
TaxID	24-00-33-3-000-004.003 and 24-00-33-3-000-007.000	
Land Area	31.00 acres; 1,350,360 SF	
Zoning Designation	A-1, Agricultural	
Highest and Best Use	Hold for future residential development	
Exposure Time; Marketing Period	6 months; 6 months	
Effective Date of the Appraisal	Maγ 1, 2024	
Date of the Report	May 3, 2024	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	6	
Range of Sale Dates	Jun 19 to Mar 23	
Range of Prices per Acre (Unadjusted)	\$13,125 - \$38,725	
Market Value Conclusion	\$635,000 (\$20,484/Acre)	

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than The University of Alabama - University Land and Real Estate Services may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

## **Extraordinary Assumptions and Hypothetical Conditions**

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- 1. We note that the easement from Grants Mill Road was washed out during our inspection. For purposes of this analysis, we have assumed that the easement could/would be repaired to working condition, as it is not easily accessible as of the effective date of this appraisal.
- 2. During a prior inspection, there were tires visible on the subject property. We were not provided an environmental report. We have assumed the subject property is not contaminated.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

None.



General Information 2

## **General Information**

## Identification of Subject

The subject is a parcel of vacant land located west of Grants Mill Road (deeded easement access) in Jefferson County, AL. The land contains an area of 31.00 acres or 1,350,360 square feet. The property is zoned A-1, Agricultural, which permits single-family dwelling, general farming, sale and storage of farm products, customary accessory buildings or structures.

Property Identification		
Property Name	LSI Land	
Address	West of Grants Mill Road (deeded easement access)	
	Birmingham, Alabama 35210	
Tax ID	24-00-33-3-000-004.003 and 24-00-33-3-000-007.000	
Owner of Record	Landscape Services, Inc.	
Census Tract Number	0127.03	

## Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date. The subject was acquired in 2000 as follows in two separate transactions.

	Sale 1	Sale 2
Sale Date	December 7, 2000	December 7, 2000
Seller	Heidi E. Williams Murray	Betty Adkins Williams
Buyer	Landscape Services, Inc.	Landscape Services, Inc.
Sale Price	\$150,000	\$300,000
Recording Instrument Number	General Warranty Deed Book 200014 Page 2563	General Warranty Deed Book 200014 Page 2562
Expenditures Since Purchase	NA	NA

The owner paid a total of \$450,000 or \$14,516 per acre for the subject's 31 acres. Our market value conclusion is above this purchase price. This is a result of increased development activity in the area and improving land prices.

## Pending Transactions

The client of this report will utilize this appraisal to help determine the market value for the purposes of a potential acquisition. The client is an adjoining landowner to the west side of the subject.

## Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, May 1, 2024. The date of the report is May 3, 2024. The appraisal is valid only as of the stated effective date or dates.





May 7, 2024

The Board of Trustees of the University of Alabama University Lands and Real Estate Services Contract Management 1115 14<sup>th</sup> Street Tuscaloosa, Alabama 35401

ATTENTION:

Mr. Rob Cooper, Executive Director

Via e-mail:

rcooper@fa.ua.edu

SUBJECT:

Update Field Check – EP Opinion Letter

Grants Mill Road Birmingham, Alabama Project No. 3283-001-01

Dear Mr. Cooper:

Spectrum Environmental, Inc., (Spectrum) is pleased to provide this Environmental Professional Opinion Letter as requested by The University of Alabama University Lands and Real Estate Services (UA).

Spectrum conducted a Phase I Environmental Site Assessment (Phase I ESA) dated July 19, 2019, in accordance with the ASTM E1527-13 standard. During this review, the property was undeveloped with no evidence of current or historical development. No Recognized Environmental Conditions (RECs) were identified by the Environmental Professional (EP).

Spectrum personnel conducted a site reconnaissance of the approximately 30 acre property on May 3, 2024. Photographs were taken throughout the property to show any observations made and are included as an attachment to this letter. At the time of reconnaissance, it appears that no major changes have occurred to the subject property or surrounding properties. Only activity appears to be associated with hunting and minimal liter was also observed. As such, it is our opinion that is unlikely that an RECs would be identified if a full Phase I ESA update was completed. The EP has identified the environmental risk associated with this property to be low.

If you have any questions or comments, please contact the undersigned at Spectrum Environmental, Inc. at (205) 664-2000.

www.specenviro.com

Northead Street Northead , 19 Male 556

Monie Office Fallisio County, AL Sincerely,

SPECTRUM ENVIRONMENTAL, INC.

# Grant's Mill Property (Visited May 3, 2024)



Photo 1. View along western boundary facing south,



Photo 2. View along western boundary facing north.

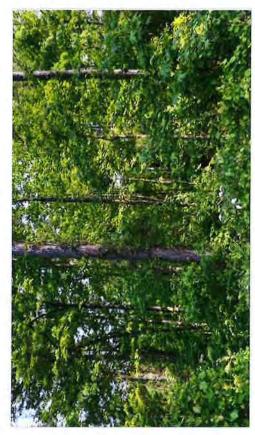


Photo 3. Interior view of southern portion of subject property.



Photo 4. Interior view of subject property from southwest facing northeast.

# Grant's Mill Property (Visited May 3, 2024)



Photo 5. Debris located in subject property interior



Photo 6. Evidence of use along southeastern boundary of subject property.



Photo 7. Evidence of use along southeastern boundary



Photo 8. Deer feeder located in eastern portion of subject property.

# Grant's Mill Property (Visited May 3, 2024)



Photo 9. Interior view of northern portion of subject property.



Photo 10. Debris located in northern interior of subject property.



Photo 11. View of northeastern interior of subject property.



Photo 12. View of northwestern interior of subject property from adjoining property.



May 3, 2024

Landscape Services, Inc. Ms. Kathryn Q. Newton Mr. William A. Newton 4641 Highway 290 Birmingham, Al 35242

Re: Grants Mill Property Jefferson County, AL

PARCEL: 1-24-00-33-3-000-004.003 and 1-24-00-33-3-000-007.000

Dear Ms. Newton and Mr. Newton:

Please accept this letter from The Board of Trustees of The University of Alabama ("Purchaser") as a Letter of Intent ("LOI") to purchase the above-described property known as the Grants Mill Property located in Jefferson County, Alabama, owned by Landscape Services, Inc. ("Seller") under the following terms and conditions.

- 1. Purchase price of \$625,000.
- 2. Sellers will deliver a General Warranty Deed and insurable title subject only to standard exceptions for commercial property acceptable to Purchaser in its reasonable discretion.
- 3. Upon execution of this Letter of Intent by Sellers, Purchaser will submit a Purchase Agreement for Seller's consideration and review.
- 4. The Purchase Agreement will be subject to Purchaser's approval at the June 6-7, 2024 meeting of The Board of Trustees of The University of Alabama. The Parties will work in good faith to submit the transaction contemplated hereby and all necessary documentation for consideration by to The Board of Trustees at said June meeting and close by July 30, 2024. Should Purchaser's Board of Trustees reject or not approve the Acquisition, or if Board approval is not otherwise obtained by June 7, 2024, this LOI shall terminate, whereupon neither party shall have any further obligation to the other.
- 5. Upon execution of this LOI, Purchaser shall have immediate use of and access to the property for due diligence activities.
- Closing costs will be shared by the Seller and Purchaser. Purchaser agrees to pay for the
  appraisal, survey and environmental assessment. Neither party is represented by a real estate
  agent. Seller and Purchaser agree for Closing to take place at Capitol Park Title in
  Tuscaloosa.



Letter of Intent Acquisition Grants Mill Property May 3, 2024

Respectfully,

Its:

7. This LOI is non-binding on either party. The obligations of the parties, if any, are subject to the negotiation of a mutually acceptable Purchase Agreement and to the approval of the acquisition by The Board of Trustees of The University of Alabama. By signing below, Sellers agree to the purchase price as the basis for a Purchaser Agreement.

OpenSigned by:  May-03-2024
Cheryl Mowdy
Interim Vice President for
Finance and Operations
Accepted:
Landscape Services, Inc.
OccuSigned by:
katlırın Newton
Its:
ـــــــــــــــــــــــــــــــــــــ
Will Newton

Letter of Intent Acquisition Grants Mill Property May 3, 2024

## **EXHIBIT "A"**

The following described property is situated in Jefferson County, Alabama and is more particularly described as follows:

Commencing at a 1" open pipe found at the SW corner of Section 33, Township 17 South, Range 1 West, Jefferson County, Alabama; thence N 00° 00' 04" W assumed along the West line of said 1/4-1/4 1321.27' to a 3/4" crimped iron found at the NW corner of said 1/4-1/4, being the point of beginning; thence N 00° 01' 26" E along the West line of the NW ¼ of the SW ¼ 659.91' to a 1" crimped iron found; thence N 88° 23' 53" E 658.72' to a 1" crimped iron found; thence S 00° 10' 07" E 657.90' to a 1" crimped iron found on the North line of the SW 1/4 of the SW 1/4; thence S 88° 13' 45" W along the said 660.99' to the point of beginning.

## **AND**

The following described property is situated in Jefferson County, Alabama and is more particularly described as follows:

Commencing at a 1" open pipe found at the SW corner of Section 33, Township 17 South, Range 1 West, Jefferson County, Alabama, being the point of beginning; thence N 00° 00' 04" W assumed along the West line of said 1/4 -1/4 1321.27' to a 3/4" crimped iron found at the NW corner of said 1/4; thence N 88° 13' 09" E a distance of 1321.92 to a 3" capped pipe found on the NE corner of said 1/4-1/4; thence S 44° 07' 21" W 1897.82' to the point of beginning.

## SUBJECT TO:

- 1. Taxes and assessments for the year 2024, and subsequent years, which are not yet due and payable.
- 2. The rights of upstream and downstream riparian owners with respect to that certain stream, bordering subject property.

## UNIVERSITY OF ALABAMA SYSTEM **BOARD RULE 415** BOARD SUBMITTAL CHECKLIST CRITERIA

## **BOARD SUBMITTAL CHECKLIST NO. 8** ACQUISITION OF PROPERTY 11

**CAMPUS:** The University of Alabama

PROJECT NAME: Acquisition of Unit 12, 925 11th Avenue, Tuscaloosa, Alabama

MEETING DATE: June 6-7, 2024

Board Submittal Checklist No. 8 1. 2. Transmittal Letter to Chancellor from Campus President requesting project be placed on the agendas for the forthcoming Physical Properties Committee and Board of Trustees (or Executive Committee) Meetings Proposed Board Resolution requesting approval of acquisition of property by the 3. Board of Trustees 4. **Executive Summary** 5. Locator Map(s)

Property Appraisals or Executive Summary of Appraisal 6.

7. Proposed Purchase Contract

8, Phase I – Environmental Assessment

<sup>&</sup>lt;sup>71</sup> Reference Tab 38 - Board Rule 415 Instructional Guide



May 3, 2024

Interim Chancellor Sid J. Trant The University of Alabama System 500 University Boulevard East Tuscaloosa, Alabama 35401

Dear Interim Chancellor Trant,

I am pleased to send to you for approval under Board Rule 415 a real estate item for the acquisition of property located in Tuscaloosa, Alabama.

The resolution requests authorization for the acquisition of Mansion Condominium - Unit 12, 925 11th Avenue.

The item has been thoroughly reviewed and has my endorsement. With your concurrence, I ask that it be added to the agenda for the Board of Trustees of the University of Alabama at the regular meeting on June 6-7, 2024.

Stuart R. Bell President

Enclosure



# EXECUTIVE SUMMARY PROPOSED REAL ESTATE ACQUISITION BOARD OF TRUSTEES SUBMITTAL

## BOARD OF TRUSTEES MEETING DATE: JUNE 6-7, 2024

CAMPUS: The University of Alabama

PROJECT NAME: Acquisition of Unit 12, 925 11th Avenue, Tuscaloosa, Alabama

**PROJECT** 

LOCATION: Mansion Condominiums

Unit 12, 925 11th Avenue Tuscaloosa, Alabama 35401

LEGAL

DESCRIPTION: See attached Exhibit A

LOT SIZE: N/A - Condominium

IMPROVEMENTS: 1,073 Square Foot two-story condominium

PURCHASE PRICE: \$610,000.00

FINANCING: None

FUNDING SOURCE: Finance and Operations Reserves

APPRAISAL VALUE: \$610,000

Market and Comparative Analysis - Attached

DATE OF APPRAISAL N/A

LICENSED APPRAISER: N/A

ESTIMATED O&M: The condo was recently remodeled and in good condition. The

University proposes a triple net leaseback (except property taxes) to the current owner for a twelve-month term, which is considered as part of the acquisition price. Current owner will be responsible

for O & M cost as part of the leaseback.

Annual Condo Association fees are \$1900.

Executive Summary Real Estate Acquisition Board of Trustees Submittal

Board of Trustees Meeting Date: June 6-7, 2024

**ENVIRONMENTAL** 

ASSESSMENT DATE: N/A

**ENVIRONMENTAL** 

ASSESSMENT: N/A

CURRENT OWNER: Kelso Properties, LLC

ACQUISITION

ALTERNATIVES: None

RELATIONSHIP TO INSTITUTION

PRIORITIES: The property acquisition will provide the University with

additional communication with adjoining property owners

allowing for increased influence on maintenance and aesthetics for such a prominent location. Acquisition of this property will also provide revenue to support the institutional mission through the

future lease income.

### LEGAL DESCRIPTION

Unit 12 of Mansion Condominiums, situated in Tuscaloosa County, Alabama, as established by Declaration of Condominium of Mansion Condominiums dated August 27, 1984, recorded in Deed Book 883, at Page 441, with Amendment to the Declaration of Condominium of Mansion Condominiums recorded in Deed Book 926, at Page 6, in the Condominium of Mansion Condominiums recorded in Deed Book 926, at Page 6, in the Probate Office of Tuscaloosa County, Alabama, (to which Declaration the By-Laws of Mansion Condominiums Homeowners Association, Inc., are recorded in Incorporation Record Book 73, at Page 132 with Amendment to the By-Laws of Mansion Condominiums Homeowners Association, Inc., recorded in Incorporation Record Book 79, at Page 459 in said Probate Office) and as shown on the Plans and Architectural drawings recorded in Plat Book 16, at Pages 87, 88 and 89, in said Probate Office, together with an undivided (fraction or percentage) interest in the common elements assigned to said unit by said Declaration of Condominium.

LOCATION MAP



## **VICINITY MAP**



## SITE MAP



SITE PHOTO



**UNIT PHOTO** 



# Market Analysis - Mansion Condominiums

Condominium	Address	Price	Square Footage	PPSF	Date Built	Date Sold
Current Owner Initial Offer	925 11th, Ave, Tuscaloosa, AL 35401	\$675,000	1073	\$629.08	1984	N/A
Mansion Condominiums	921 11th Ave, Tuscaloosa, At 35401	\$595,000	1073	\$554.52	1984	7/28/2023
Mansion Condominiums	925 11th, Ave, Tuscaloosa, AL 35401	\$595,000	1073	\$554.52	1984	8/28/2023
Mansion Condominiums	926 11th, Ave, Tuscaloosa, AL 35401	\$385,000	1100	\$350.00	1984	6/30/2017
Mansion Condominiums	920 11th, Ave, Tuscaloosa, AL 35401	\$380,000	1073	\$354.15	1984 1984	3/30/2015
		Avg Price	Avg Square Footage	Avg PPSF		
		\$453,333	1082	\$420		

Condo Value by Month - Con	Condo Value by Month - Condo Specific Percentage Growth Model		
Mar-24	\$621,171		
Apr-24	\$625,003		
Мау-24	\$628,858		
Jun-24	\$632,737		
Jul-24	\$636,640		
Aug-24	\$640,567		
Sep-24	\$644,518		
Oct-24	\$648,493		
Nov-24	\$652,494		
Dec-24	\$656,518		

Growth Rate	
7.66%	1



May 3, 2024

Kelso Properties, LLC 700 Towncenter Blvd. Suite 4 Tuscaloosa, Alabama 35406

Re: Unit 12, Mansion Condominium, 925 11th Avenue

Tuscaloosa, Alabama

PARCEL: 63-31-06-23-2-03-405.012

Dear Mr. and Mrs. Davis:

Please accept this letter from The Board of Trustees of The University of Alabama ("Purchaser") as a Letter of Intent ("LOI") to purchase the above-described property known as Unit 12, Mansion Condominium, 925 11<sup>th</sup> Avenue, Tuscaloosa County, Alabama 35401 (the "Property"), owned and managed by Kelso Properties, LLC ("Seller"), under the following terms and conditions.

- 1. Purchase price of \$610,000.
- Seller will deliver a General Warranty Deed and insurable title subject only to standard exceptions for commercial or residential property (as applicable) acceptable to Purchaser in its reasonable discretion.
- 3. Upon execution of this Letter of Intent by Leslie M. Davis, as the sole member of Kelso Properties, LLC, Purchaser will submit a Purchase Agreement and a Lease Agreement for Seller's consideration and review. The Purchase Agreement and Lease Agreement will be subject to approval by The Board of Trustees of the University of Alabama. The Purchase Agreement and/or Lease Agreement will include the following terms:
  - a. Purchaser will agree to lease the Property back to Seller for a period not to exceed January 31, 2025, provided Seller shall have the option to extend the Lease Agreement for a period of one year thereafter ("Option Term"), after which Seller will have no additional options to extend. The Lease Agreement will be prepared by Purchaser and presented to Seller for approval; and
  - b. As additional consideration for the acquisition of the Property, Seller shall be permitted to sublease the Property, subject to written approval by Purchaser, provided any sublease does not extend beyond the Option Term.
  - c. Seller shall retain all rental income and other amounts due under any sublease for a period of 12 months following the Closing of the acquisition contemplated



Letter of Intent Acquisition of Unit 12 925 11th Avenue May 3, 2024

hereby, after which Purchaser shall be entitled to all rental income and other amounts due under any sublease, subject to a reasonable and mutually agreeable management fee due by Purchaser to Seller.

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- d. During the term of any Lease Agreement, Seller shall continue to manage the Property and any sublessees, including but not limited to, the collection of all rent and other costs due under any sublease and all maintenance and repair required thereunder (subject to terms of Subsection (e) below.
- e. For a period of 12 months following the Closing of the transaction contemplated hereby, Seller shall be responsible for any and all maintenance and repair costs all utilities and similar charges, and all HOA dues and assessments, after which Purchaser shall be responsible for all such costs. Seller and/or its sublessee shall be responsible for all insurance and taxes for personal property, if any, for the duration of any lease term. Purchaser shall be responsible for all ad valorem taxes assessed against the real property, if any.
- f. At a time selected by Purchaser, Seller shall agree to cancel Seller's accounts with all utilities (to the extent related to the Property) and reasonably cooperate with Purchaser in having such accounts opened in Purchaser's name.
- g. Within three (3) days of Closing, Seller shall deliver the Notice Letter attached hereto as Exhibit "C" and incorporated herein.

- 4. The Purchase Agreement will be subject to Purchaser's approval at the June 6-7, 2024 meeting of The Board of Trustees of The University of Alabama. The Parties will work in good faith to submit the proposed transaction and all necessary documentation for consideration by The Board of Trustees at said June meeting and to close the proposed transaction by July 30, 2024. Should Purchaser's Board of Trustees reject or not approve the Acquisition, or if Board approval is not otherwise obtained by June 7, 2024, this LOI shall terminate, whereupon neither party shall have any further obligation to the other.
- 5. Purchaser agrees to pay all closing costs and realtor's fees with Closing to take place at Equity Title in Tuscaloosa, Alabama.
- 6. This LOI is non-binding on either party. The obligations of the parties, if any, are subject to the negotiation of a mutually acceptable Purchase Agreement and Lease Agreement and to the approval of the acquisition by The Board of Trustees of The University of Alabama. By signing below, Sellers agree to the purchase price as the basis for a Purchase Agreement.

Letter of Intent Acquisition of Unit 12 925 11th Avenue May 3, 2024

Respectifully

May-06-2024

Cheryl Mowdy

Interim Vice President for Finance and Operations

Accepted:

Kelso Properties L.L.C.

—DocuSigned by:

leslie Pavis May-03-2024

By: Leslie M. Davis

Its: Manager

Letter of Intent Acquisition of Unit 12 925 11th Avenue May 3, 2024

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

STATE OF ALABAMA TUSCALOOSA COUNTY

Unit 12 of Mansion Condominiums, situated in Tuscaloosa County, Alabama, as established by Declaration of Condominium of Mansion Condominiums dated August 27, 1984, recorded in Deed Book 883, at Page 441, with Amendment to the Declaration of Condominium of Mansion Condominiums recorded in Deed Book 926, at Page 6, in the Condominium of Mansion Condominiums recorded in Deed Book 926, at Page 6, in the Probate Office of Tuscaloosa County, Alabama, (to which Declaration the By-Laws of Mansion Condominiums Homeowners Association, Inc., are recorded in Incorporation Record Book 73, at Page 132 with Amendment to the By-Laws of Mansion Condominiums Homeowners Association, Inc., recorded in Incorporation Record Book 79, at Page 459 in said Probate Office) and as shown on the Plans and Architectural drawings recorded in Plat Book 16, at Pages 87, 88 and 89, in said Probate Office, together with an undivided (fraction or percentage) interest in the common elements assigned to said unit by said Declaration of Condominium.

### REAL ESTATE SALES AGREEMENT

THIS AGREEMENT, made as of the the day of the the day of the the BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and constitutional instrumentality of the State of Alabama, by and through the University of Alabama, Tuscaloosa, Alabama ("Purchaser"), and Kelso Properties, LLC ("Seller.")

#### WITNESSETH:

WHEREAS, Seller is the owner of property located at Unit 12, 925 11th Avenue, Tuscaloosa County, Alabama, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein (the "Property"); and

WHEREAS, Seller desires to sell, transfer and convey to Purchaser, and Purchaser desires to purchase from Seller, the Property, together with the other rights and interests set forth in this Agreement, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

#### 1. Conveyance.

For and in consideration of the Cash Purchase Price of Six Hundred Ten Thousand and No/100 Dollars (\$610,000) to be paid as stipulated herein, and the additional covenants and agreements herein contained to be performed by Purchaser, Seller agrees to convey good, marketable and insurable (at regular rates) fee simple absolute title to the Property to the Purchaser, less and except for the Permitted Exceptions or as this Agreement may otherwise specifically provide, by General Warranty Deed, on the Closing Date as defined herein. The Property shall be conveyed to Purchaser, together with all of Seller's right, title and interest in and to all easements appurtenant to or benefiting the Property, all rights, development rights, hereditaments, claims, interests, improvements, personal property equipment, fixtures, improvements and other benefits relating to or appurtenant to the Property, as well as any and all claims or rights of Seller to any street bordering or adjoining the Property; provided, however, that Seller shall make no representation or warranty with respect to such other rights or interests.

## 2. Title.

The following shall constitute "Permitted Exceptions" for purposes hereof:

(i) federal, state, and municipal laws, ordinances, rules, and regulations relating to the Property and its construction, which are not violated by the Property or the use or condition thereof;

- (ii) such state of facts as an accurate survey of the Property would disclose;
- (iii) any applicable ad valorem taxes with respect to the Property, that will become a lien against the Property as of October 1, 2024 are to be pro-rated as of the Closing Date; and
- (iv) standard exceptions in title insurance commitments issued in the State of Alabama.

### 3. Lease.

- (a) Purchaser will agree to lease the Property back to Seller for a period not to exceed January 31, 2025, provided Seller shall have the option to extend the Lease Agreement for a period of one year thereafter ("Option Term"), after which Seller will have no additional options to extend, the Lease Agreement will be prepared by Purchaser and presented to Seller for approval; and
- (b) As additional consideration for the acquisition of the Property, Seller shall be permitted to sublease the Property, subject to written approval by Purchaser, provided any sublease does not extend beyond the Option Term.
- (c) Seller shall retain all rental income and other amounts due under any sublease for a period of 12 months following the Closing of the acquisition contemplated hereby, after which Purchaser shall be entitled to all rental income and other amounts due under any sublease, subject to a reasonable and mutually agreeable management fee due by Purchaser to Seller.
- (d) During the term of any Lease Agreement, Seller shall continue to manage the Property and any sublessees, including but not limited to, the collection of all rent and other costs due under any sublease and all maintenance and repair required thereunder (subject to terms of Subsection (e) below).
- (e) For a period of 12 months following the Closing of the transaction contemplated hereby, Seller shall be responsible for any and all maintenance and repair costs, all utilities and similar charges, and all HOA dues and assessments, after which Purchaser shall he responsible for all such costs. Seller and/or its sublessee shall be responsible for all insurance and taxes for personal property, if any, for the duration of any lease term. Purchaser shall be responsible for all ad valorem taxes assessed against the real property, if any.
- (f) At a time selected by Purchaser, Seller shall agree to cancel Seller's accounts with all utilities (to the extent related to the Property) and

reasonably cooperate with Purchaser in having such accounts opened in Purchaser's name.

(g) Within three (3) days of Closing, Seller shall deliver the Notice Letter attached hereto as Exhibit "C" and incorporated herein.

## 4. Conditions Precedent to Purchaser's Obligation.

Purchaser's obligation to close hereunder is subject to the fulfillment, prior to and at the Closing of the following conditions:

- (a) The Purchase Agreement will be subject to the Purchaser's approval at the June 6-7, 2024 meeting of The Board of Trustees of the University of Alabama Seller's by the Board of Trustees of the University of Alabama by such resolution and actions as are necessary to bind Seller to the terms and provisions hereof. Should Seller's Board of Trustees not approve the transaction contemplated by this Agreement, then this Agreement shall terminate, whereupon neither Party shall have any further obligation to the other. The Parties will work in good faith to submit this proposed transaction at its June meeting and to close the proposed transaction by June 30, 2024.
- (b) The receipt by Purchaser from Seller of a commitment issued by a reputable title insurance company authorized to do business in the State of Alabama, evidencing a commitment to insure the title to the Property as specified in Section 1 hereof, at regular rates. Purchaser and Seller shall have an overall due diligence period of fifteen (15) days following execution of this Agreement ("Due Diligence Period"). If, during the Due Diligence Period, Purchaser finds any objections or defects in or to the marketability or insurability of title to be conveyed as herein provided, Purchaser shall deliver notice in writing to Seller within two (2) Business Days of the date of Purchaser's discovery of the objection. Seller shall have the option, but shall not he required, to attempt to clear, discharge and remove said objections and defects. If Seller is unable to do so prior to the Closing, either Party may terminate this Agreement, whereupon neither Party shall have any further obligations under this Agreement except for those matters specifically set forth to survive termination of this Agreement.
- (c) Seller's representations and warranties contained in this Agreement shall be true at and as of the time of Closing as though such representations and warranties were made at and as of such time.
- (d) Seller shall not have made a general assignment for the benefit of creditors, nor have admitted in writing Seller's inability to pay Seller's debts as they become due, nor have filed a petition in bankruptey or been adjudicated a bankrupt or insolvent or have filed a petition seeking any reorganization, arrangement, composition, readjustment liquidation, dissolution or similar relief under any present or future statute,

law or regulation, nor have filed any answer admitting or failing to reasonably contest the material allegations of a petition filed against Seller in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Seller for any material part of Seller's property.

(e) If any of the foregoing conditions shall be and remain unsatisfied on the Closing Date, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, whereupon neither Party shall have any further obligations under this Agreement.

## Representations and Warranties of Seller.

Seller represents and warrants to Purchaser (which representations and warranties shall survive the Closing except as herein specifically set forth to the contrary) as follows:

- (a) Seller has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (b) Seller owns the entire legal, equitable and beneficial fee simple title in and to the Property, free and clear of liens, charges, and encumbrances of any kind whatsoever, other than the Permitted Exceptions; this provision shall not survive the Closing.
- (c) To Seller's knowledge, there is no action or proceeding (zoning or otherwise) or governmental investigation pending, or threatened against or relating to Seller, the Property (including the condominium) or the transactions contemplated by this Agreement, nor to the knowledge of Seller is there any basis for any such action.
- (d) The execution and performance of this Agreement will not violate or conflict with any provision of any indenture, agreement or other instrument to which Seller is a party or by which Seller or the Property is bound.
- (e) To Seller's knowledge, there is not any municipal or public assessments (but excluding any such matters as may be disclosed by the title insurance commitment received by Purchaser) payable in annual or other installments which are or have become a lien on the Property.
- (f) To Seller's knowledge, during Seller's ownership of the Property, there were not any violations of law, ordinance, regulation, or requirement respecting the Property (including the building), including violations of any local, municipal, state, or federal laws or regulations or zoning, environmental, health or fire codes. To Seller's knowledge, there is not any action or proceeding (zoning or otherwise) or governmental investigation pending or threatened against the Seller or the Property or of any outstanding

orders of any governing body, administrative agency or other similar entity having jurisdiction over the Property which have not been fully complied with by the Seller.

- (g) To Seller's knowledge, no services, material, or work have been supplied by Seller's contractors, subcontractors, or materialmen with respect to the Property (or any part thereof) for which payment has not been made in full.
- (h) No party, other than the Purchaser, has any right to purchase the Property (or any part thereof or interest therein), or any right of first refusal to purchase the Property (or any part thereof or interest therein).

## 6. Representations and Warranties of Purchaser.

Purchaser represents and warrants to Seller as follows (which representations and warranties shall be true at and as of the time of Closing and shall survive the Closing):

- (a) Purchaser has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (b) Purchaser has no knowledge or notice of any action against it or its property or business, nor is there any basis known to Purchaser for any such action, that would prevent the consummation of the transactions contemplated hereby.
- (c) The execution and performance of this Agreement will not violate or conflict with any provision of any indenture, agreement, or other instrument to which the Purchaser is a party. The transactions contemplated hereunder, and the execution and delivery of this Agreement, have been duly authorized and approved by all requisite action on the part of Purchaser.

## 7. Seller's Closing Documents.

At the Closing, Seller shall execute, acknowledge, and deliver to Purchaser the following documents, and shall take the following actions:

- (a) Seller shall deliver to Purchaser a General Warranty Deed acceptable to Purchaser.
- (b) Seller shall deliver to Purchaser a certificate certifying (and setting forth) a resolution from Kelso Properties, LLC authorizing the transaction contemplated by this Agreement.
- (c) Seller shall deliver to Purchaser's title insurance company such affidavit(s) as Purchaser's title company shall reasonably require in order to issue the

owner's title insurance policy in favor of Purchaser, including without limitation, such affidavit(s) related to the rights of parties in possession of the Property or the existence of mechanics' liens.

(d) Seller shall deliver to Purchaser a Settlement Statement (the "Settlement Statement") setting forth the Purchase Price, the prorations and adjustments, and the other financial aspects of the transaction.

## Purchaser's Closing Obligations.

At the Closing, Purchaser shall execute, acknowledge, and deliver to Seller the following:

- (a) Purchaser shall deliver to Seller the Purchase Price, defined and adjusted as provided herein.
  - (b) Purchaser shall deliver to Seller the Settlement Statement.
- (c) Purchaser shall deliver to Seller a certificate certifying and setting forth a resolution from The Board of Trustees of The University of Alabama authorizing the transaction contemplated by this Agreement.

## 9. Purchase Price,

- (a) The Cash Purchase Price (the "Purchase Price") for the Property shall be Six Hundred Ten Thousand and NO/100 dollars (\$610,000.00) paid, or caused to be paid, by Purchaser at Closing.
- (b) Purchaser shall pay all closing costs including fees for recording the General Warranty Deed contemplated hereby, closing fee, title search, title insurance, document preparation, prorated taxes, and any other costs associated with closing.
- (c) Seller agrees to pay the costs of filing and/or recording any instrumentation required to discharge of record any instruments affecting title which Seller is obligated to clear pursuant to this Agreement.
  - (d) Each Party shall pay its own counsel fees.

## Closing.

Provided all of the conditions precedent to the obligations of the Purchaser under this Agreement shall have been and shall remain satisfied, the Closing (the "Closing") of the transactions contemplated by this Agreement shall take place at Equity Title Company, LLC no later than July 30, 2024. In the event the Closing shall not have occurred during this time period, either Party may at any time thereafter give notice to the other terminating this Agreement, in which event the following provisions shall apply.

- (a) If neither Party shall be in default under this Agreement, neither Party shall have any further obligations to the other under this Agreement.
- (b) If a Party is in default hereunder or fails or refuses to close, then Section 13 shall apply, as applicable.

#### 11. Broker.

Purchaser and Seller represent and warrant that neither party has engaged or employed any real estate broker, agent, or other intermediary in connection with this Agreement. No commissions shall be due from Purchaser or Seller. Seller will indemnify and hold Purchaser harmless against any claims, defenses, actions and judgments of any brokers, agents, and intermediaries alleging a commission, fee, or other payment to be owing by reason of Seller's dealings, negotiations, or communications in connection with this Agreement. The provisions of this Section 11 shall survive the Closing.

#### 12. Adjustments.

At Closing, the following shall be apportioned and adjusted with respect to the Property between Seller and Purchaser as of the Closing Date:

- (a) Any applicable ad valorem property taxes for the Property which will become a lien against the Property on October 1, 2024 shall be prorated as of the Closing Date.
- (b) All prepaid rents received by Seller, including rents collected during the month of Closing and for twelve months following Closing, shall belong to Seller.
- (c) If on the Closing Date any assessment is a lien on all or part of the Property, and such assessment is or may be payable in installments, of which the first installment is then a charge or lien, or has been paid, then for purposes of this Agreement all the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable and to be liens on the Property affected thereby and shall be paid and discharged by Seller on the Closing Date.

#### 13. Default, Remedies, Etc.

If either Party shall fail or refuse to close title as required by the terms of this Agreement, or otherwise is in default hereunder at Closing, then, following receipt by the

defaulting Party of ten (10) Business Days prior written notice from the non-defaulting Party stating the nature of the default hereunder, unless the defaulting Party shall have cured such default during the ten (10) Business Day period, then the non-defaulting Party shall have the right to terminate this Agreement in which event neither Party shall have any further obligation to the other. In the event this Agreement is terminated as a result of default, Earnest Money paid by Purchaser, if any, shall be paid to the non-defaulting party.

#### Notices.

Any notices required or permitted to be given hereunder shall be in writing and shall be delivered by (a) hand, (b) overnight courier, or (c) certified or registered mail return receipt requested, postage prepaid and addressed to each Party at its address as set forth below. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery, one (1) Business Day after mailing by a generally recognized overnight courier (requesting proof of delivery) or three (3) Business Days after the date of deposit in the United States mail as provided above. By giving at least five (5) Business Days prior written notice thereof, any Party hereto may from time to time and at any time change its mailing address.

#### To Purchaser:

University Lands and Real Estate Services c/o Rob Cooper The University of Alabama Box 870176 Tuscaloosa, AL 35487-0176

With a separate copy, which shall not in and of itself constitute notice to:

Office of Counsel c/o Robin Jones University of Alabama System 222 Rose Administration Building Box 870106 Tuscaloosa, AL 35487

### To Seller:

Kelso Properties, LLC 700 Town Center, Suite 4 Tuscaloosa, Al 35406

#### Eminent Domain.

If, prior to the Closing, all or any part of the Property is taken by eminent domain, Purchaser may, by written notice to Selier, elect (a) to terminate this Agreement prior to the Closing Date or (b) to close without an abatement in the Purchase Price. In the event that Purchaser shall elect to terminate this Agreement, both Parties shall be relieved and released of and from any further obligations to the other under this Agreement and Purchaser shall have no right or claim to any awards received by Seller by reason of such taking by eminent domain. If this Agreement is not terminated and Purchaser elects to close without an abatement of the Purchase Price, it shall remain in full force and effect, and Seller, upon the Closing and the receipt of the Purchase Price, simultaneously shall deliver to Purchaser all awards received by Seller by reason of such taking by eminent domain, and shall assign, transfer and set over to Purchaser all of Seller's right, title and interest in and to any awards by reason of such taking by eminent domain.

#### Miscellaneous.

- (a) This Agreement and the exhibits hereto constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this Agreement signed by all Parties hereto. This Agreement supersedes all prior discussions and agreements between the Parties hereto, including any prior letters of intent.
- (b) No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- Notwithstanding any contrary provisions of the Agreement, the following provisions shall govern any disputes or questions of law. Purchaser does not agree to waive any rights or causes of action against any person whether a party or not. Any provisions to the contrary notwithstanding, Purchaser does not agree to indemnify or hold any person or party harmless from any claim. Purchaser does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama of 1901, the Eleventh Amendment of the United States Constitution, or any other applicable provision of law. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to this Agreement, the exhibits and attachments hereto, questions of immunity related to Purchaser, and any disputes between the Parties. Any claim against Purchaser must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction of any claims against Purchaser that are neither barred by immunity, nor required to be made through the Alabama State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa) or the Tuscaloosa County Circuit Court. Any provisions of the Agreement which may be

considered a consent to suit or a waiver of immunity by Purchaser are hereby stricken and rendered null and void.

- (d) All terms and conditions in this Agreement arc for the sole and exclusive benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns.
- (e) Neither Party may transfer or assign its rights, duties, or obligations arising under this Agreement without the written consent of the other Party.
- (f) If any provision hercof shall be determined or declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREFORE, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PURCHASER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and constitutional Instrumentality of the State of Alabama, Tuscaloosa, Alabama

Ву

Interim Vice President for Finance and Operations The University of Alabama Tuscaloosa, Alabama

Employer I.D. No. 63-6001138

STATE OF ALABAMA COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Cheryl Mowdy, whose name as Interim Vice President for Finance & Operations, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, she has executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 11th day of two

MINIMUM MINIMUM

2024.

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREFORE, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLEK:
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KELSO PROPERTIES, LLC

By: XIIII

Manager

STATE OF ALABAMA }
TUSCALOOSA COUNTY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Leslie M. Davis whose name as Manager of Kelso Properties, LLC, Inc. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, she has executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 11th day of June

NOTARY PUBLIC

My Commission Expires:

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2024.

#### EXHIBIT A

#### LEGAL DESCRIPTION

## STATE OF ALABAMA TUSCALOOSA COUNTY

Unit 12 of Mansion Condominiums, situated in Tuscaloosa County, Alabama, as established by Declaration of Condominium of Mansion Condominiums dated August 27, 1984, recorded in Deed Book 883, at Page 441, with Amendment to the Declaration of Condominium of Mansion Condominiums recorded in Deed Book 926, at Page 6, in the Condominium of Mansion Condominiums recorded in Deed Book 926, at Page 6, in the Probate Office of Tuscaloosa County, Alabama, (to which Declaration the By-Laws of Mansion Condominiums Homeowners Association, Inc., are recorded in Incorporation Record Book 73, at Page 132 with Amendment to the By-Laws of Mansion Condominiums Homeowners Association, Inc., recorded in Incorporation Record Book 79, at Page 459 in said Probate Office) and as shown on the Plans and Architectural drawings recorded in Plat Book 16, at Pages 87, 88 and 89, in said Probate Office, together with an undivided (fraction or percentage) interest in the common elements assigned to said unit by said Declaration of Condominium.

#### 202. Non-resident Tuition Policy

#### I. Non-resident Tuition Fee

- A. All undergraduate students registering at The University of Alabama, The University of Alabama at Birmingham, or The University of Alabama in Huntsville who do not establish that they are "resident students" shall pay a "non-resident student" tuition, which shall be at least twice that of "resident student" tuition. Graduate students who do not establish that they are "resident students" shall pay a "non-resident student" tuition which shall be established annually by each institution as approved by the Board, but at no time shall be less than the rate charged to a "resident student."
- B. Classification of students as "non-resident students" or "resident students" shall be made at the time of their initial registration and shall continue unchanged through all subsequent registrations at that institution until satisfactory evidence to the contrary is submitted at the time of any subsequent registration.
  - C. Universities may elect to set tuition rates for programs that are exclusively delivered in a distance format regardless of the residency status of the students.

#### Definitions

#### Minor

An individual who, because of age, lacks the capacity to contract under Alabama law. Under current law, this means a single individual under nineteen (19) and a married individual under eighteen (18), but excludes an individual whose disabilities of non-age have been removed by a court of competent jurisdiction for a reason other than establishing a legal residence in Alabama.

#### B. <u>Dependent Child</u>

An individual who is a "qualifying child" as defined by the Internal Revenuc Service (IRS).

#### C. Supporting Person

Either or both of the parents of the student (if they are living together) or if they are divorced or living separate, then either the parent having legal custody or, if different, the parent providing the greater amount of financial support of the two. If both parents are deceased or if neither parent had legal custody, then supporting person shall mean, in the following order: legal custodian of the student, and, if none, the guardian, and, if none, the conservator.

#### D. Resident

One whose residence is in the State of Alabama. Residence means the single location at which a person resides with the intent of remaining

there indefinitely as evidenced by more substantial connections with that place than with any other state.

Individuals carrying resident status under this policy shall certify under penalty of perjury that a specific address or location within the State of Alabama is their residence, that they intend to remain there indefinitely, and that they have more substantial connections with the State of Alahama than with any other state. Though certification of an address and an intent to remain in the state indefinitely are prerequisites to establishing status as a resident, the ultimate determination of that status shall be made by the institution by its evaluation of the presence or absence of connections with the State of Alabama including the following factors:

- 1. Payment of Alabama state income taxes as a resident
- Ownership of a residence or other real property in the state and payment of state ad valorem taxes thereon
- 3. Full-time employment (not temporary) in the state
- 4. Residence in the state of a spouse, parents, or children
- 5. Previous periods of residency in the state continuing for (1) year or more
- Voter registration and voting in the state, more significantly, continuing voter registration in the state that initially occurred at least one year prior to the initial registration of the student in Alabama at a public institution of higher education
- Possession of state or local licenses to do business or practice a profession in the state
- Ownership of personal property in the state and payment of state taxes thereon (e.g. automobile, boat, etc.) and possession of state license plates
- Continuous physical presence in the state for a purpose other than attending school and except for temporary absences for travel, military service, temporary employment, etc.
- Membership in religious, professional, business, civic, or social organizations in the state
- Maintenance in the state of checking and savings accounts, safe deposit boxes or investment accounts
- In-state address shown on selective service registration, driver's license, automobile title registration, hunting and fishing license, insurance policies, stock and bond registrations, last will and testament, annuities, or retirement plans
- Location within the state of the high school from which the individual graduated

## E. Resident Student

One who, at the time of registration:

 Is not a "minor" or "dependent child," and is a resident of the State of Alabama and has been a resident of the state for at least one year immediately preceding the date of registration; or Is a "minor" or "dependent child," and whose "supporting person(s)" is a
resident of the State of Alabama and has been a resident of the state for at
least one year immediately preceding the date of registration.

#### F. Non-Resident Student

One who, at the time of registration is not a resident student.

## III. Authority to Expand the Definition of "Resident Student"

The President of each campus may recommend to the Chancellor for consideration by the Board of Trustees that the term "resident student" may include any one or more of the following categories, at that campus:

- A. One who, at the time of registration, is not a "minor" and:
  - Is a full-time employee (not temporary) of the institution at which the student is registering or is the spouse of such an employee;
  - Is able to verify full-time permanent employment within the state of Alabama and shall commence said employment not more than ninety (90) days after registration with the institution, or is the spouse of such an employce;
  - Is employed as a graduate assistant or fellow by the institution at which the student is registering;
  - 4. Is a resident of any county within fifty (50) miles of the campus of the institution at which the student is registering, and had been a resident of that county for at least one year immediately preceding the date of registration. "Resident" shall have the same meaning, as to the relevant county, which it has as to the state of Alabama in the definition section of this policy statement; or
- B. One who, at the time of registration, is a "minor" or "dependent child," and whose "supporting person(s)":
  - Is a full-time employee (not temporary) of the institution at which the student is registering;
  - Is able to verify full-time permanent employment within the state of Alabama and shall commence said employment not more than ninety (90) days after registration with the institution; or
  - 3. Is a resident of any county within fifty (50) miles of the campus of the institution at which the student is registering, and has been a resident of that county for at least one year immediately preceding the date of registration. "Resident" shall have the same meaning, as to the relevant county, which it has as to the state of Alabama in the definitions' section of this policy statement.

#### IV. Rules for Veterans and United States Servicemembers

For purposes of admission and tuition and fees, all institutions in The University of Alabama System shall consider that the term "resident student" to include any of the following:

- A. One who, at the time of registration, satisfies one of the following:
  - Military personnel on active duty, along with their spouse or dependent child(ren), who are either stationed in Alabama for reasons other than attending school or whose State of Residence on their Leave and Earnings Statement (LES) is Alabama; Is a member, or the spouse or dependent child of a member, of a qualifying Federal service, as defined by 20 U.S.C. §1015d(d), whose domicile or permanent duty station is in Alabama;<sup>1</sup>
  - Has been a member of the Alabama National Guard for a period of at least two years immediately preceding the academic term in which the student qualifies for resident tuition, and continues to be a member of the Alabama National Guard while enrolled at an institution in The University of Alabama System;
  - Is an out-of-state active duty or veteran servicemember who is a resident of any county within ninety (90) miles of the campus of the institution at which the student is registering;
  - One who is a veteran servicemember, provided that veteran is a resident of the state of Alabama and satisfies at least one of the following conditions:
    - a. The veteran has served on active duty for a continuous period of time, not less than two years, and has received an honorable discharge as verified by a United States Department of Defense Form 214 within five years of enrolling in an Alabama public institution of higher education;
    - Is currently serving in a reserve component of the Armed Forces of the United States, as verified by a memorandum from his or her commanding officer; or
    - The veteran has been assigned a service-connected disability by the United States Department of Veterans Affairs.
  - Is receiving or entitled to receive benefits under the Post-9/11 GI-Bill or Montgomery GI-Bill programs, or other federal law authorizing veterans' educational benefits, and satisfies at least one of the following conditions:
    - a. A Veteran who lives in the state of Alabama (regardless of his/her formal state of residence) and enrolls within (3) years of receiving an honorable discharge, as verified by a United States Department of Defense Form 214, from a period of active duty service of (90) days or more;

A member, or the spouse or dependent child of a member, of a qualifying Federal service shall continue to be considered a "resident student" under Section IV.A.1 even if there is a subsequent change in the permanent duty station of the member outside of Alabama.

- b. A spouse or dependent child using transferred benefits who lives in the state of Alabama (regardless of his/her formal state of residence) and enrolls within (3) years of the transferor's honorable discharge, as verified by a United States Department of Defense Form 214, from a period of active duty service of (90) days or more; or
- c. A spouse or dependent child using benefits under the Marine Gunnery Sergeant John David Fry Scholarship who lives in the state of Alabama (regardless of his/her formal state of residence) and enrolls within (3) years of the Service member's death in the line of duty following a period of active duty service of (90) days or
- 6. One who is a veteran of the Armed Forces of the United States, not eligible under subsection 3 above, provided that veteran resides in the State of Alabama, and satisfies at least one of the following conditions:
  - a. The veteran has served on active duty for a continuous period of time, not less than two years, and has received an honorable discharge as verified by a United States Department of Defense Form 214 within five years of enrolling in an Alabama public institution of higher education;
  - Is currently serving in a reserve component of the Armed Forces of the United States, as verified by a memorandum from his or her commanding officer; or
  - The veteran has been assigned a service-connected disability by the United States Department of Veteran Affairs.
- B. In addition to the foregoing, the Board authorizes the Chancellor, in consultation with the Presidents of each campus, to determine whether the term "resident student" should be expanded to include an eligible student who is receiving any one or more of the following educational benefits whose authorizing law requires such resident classification as a condition to receive such benefits:
  - Educational benefits provided for under the Post-9/11 GI-Bill or Montgomery Gl-Bill programs, or other federal law authorizing veterans' educational benefits, that are received by a veteran or the spouse and dependent(s) of an active or veteran Servicemember who is living in the State of Alabama while enrolled; and
  - Supplemental Educational Assistance Benefits provided to any members of the Alabama National Guard, regardless of his/her state or residence, as provided for in §31-10-21.1 in the Code of Alabama.
- C. To be eligible for resident tuition as provided for in this Section IV., and to maintain such eligibility, the student shall:
  - Have secured admission to and enrolled full-time or part-time at an institution in The University of Alabama System; and

- Provide all required documentation to support status as an Alabama resident or presence in Alabama (as applicable), as well as status as an active or veteran Servicemember.
- Maintain full-time or part-time enrollment at an institution in The University of Alabama System; and
- Satisfy the admission and retention standards of both the institution in The University of Alabama System, and when applicable, meet and maintain all required eligibility requirements necessary to receive education benefits.
- D. A student who has previously met the requirements of this section shall continue to be classified as a resident student as long as the qualifying student continues to reside in the State of Alabama while enrolled at an institution in The University of Alabama System. If an individual provided for this Section is released or discharged dishonorably, such release shall be grounds for revocation of resident status.
- E. "Servicemember" means a member of the uniformed services as defined by federal law, which includes members of the armed forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), and commissioned officers for the National Oceanic and Atmospheric Administration (NOAA) and the Public Health Service (PHS).

#### V. Rules for Citizens of Freely Associated States

For purposes of admission and tuition and fees, all institutions in The University of Alabama System shall consider that the term "resident student" includes citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or the Republic Palau.

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#### V. VI. Authority to Implement Policy

- A.B. The Presidents are authorized (and authorized to delegate to admissions officers and others) and directed to implement this policy by appropriate written policies, guidelines, and procedures. Provided however, with respect to campus admission policies related to Section IV of this Rule, the campuses shall coordinate with the System Office to ensure the development an application of consistent policies across the System.
- B-C. Such policy shall provide that classification as a "resident student" shall be based upon the required certificate and other written evidence to be filed in the admissions office and that any decision by an admissions officer may be appealed by the student to a review committee that shall be constituted, appointed, and operated as provided in such policy.
- C. The decision of the review committee may be appealed to the President, or his or her designee, whose action thereon shall be final.

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(Adopted as Resolution by Executive Committee on August 21, 1975; amended February 18, 1981, September 22, 1989, May 23, 1997; adopted as Board Rule December 5, 1997; amended November 14, 2008; September 13, 2013; April 10, 2015; June 16, 20187; November 3, 2017; June 7, 2019; and June 4, 2021; and June 7, 2024.)

## 202. Non-resident Tuition Policy

## I. Non-resident Tuition Fee

- A. All undergraduate students registering at The University of Alabama, The University of Alabama at Birmingham, or The University of Alabama in Huntsville who do not establish that they are "resident students" shall pay a "non-resident student" tuition, which shall be at least twice that of "resident student" tuition. Graduate students who do not establish that they are "resident students" shall pay a "non-resident student" tuition which shall be established annually by each institution as approved by the Board, but at no time shall be less than the rate charged to a "resident student."
- B. Classification of students as "non-resident students" or "resident students" shall be made at the time of their initial registration and shall continue unchanged through all subsequent registrations at that institution until satisfactory evidence to the contrary is submitted at the time of any subsequent registration.
- C. Universities may elect to set tuition rates for programs that are exclusively delivered in a distance format regardless of the residency status of the students.

## II. Definitions

## A. Minor

An individual who, because of age, lacks the capacity to contract under Alabama law. Under current law, this means a single individual under nineteen (19) and a married individual under eighteen (18), but excludes an individual whose disabilities of non-age have been removed by a court of competent jurisdiction for a reason other than establishing a legal residence in Alabama.

## B. <u>Dependent Child</u>

An individual who is a "qualifying child" as defined by the Internal Revenue Service (IRS).

## C. Supporting Person

Either or both of the parents of the student (if they are living together) or if they are divorced or living separate, then either the parent having legal custody or, if different, the parent providing the greater amount of financial support of the two. If both parents are deceased or if neither parent had legal custody, then supporting person shall mean, in the following order: legal custodian of the student, and, if none, the guardian, and, if none, the conservator.

## D. Resident

One whose residence is in the State of Alabama. Residence means the single location at which a person resides with the intent of remaining

there indefinitely as evidenced by more substantial connections with that place than with any other state.

Individuals carrying resident status under this policy shall certify under penalty of perjury that a specific address or location within the State of Alabama is their residence, that they intend to remain there indefinitely, and that they have more substantial connections with the State of Alabama than with any other state. Though certification of an address and an intent to remain in the state indefinitely are prerequisites to establishing status as a resident, the ultimate determination of that status shall be made by the institution by its evaluation of the presence or absence of connections with the State of Alabama including the following factors:

- 1. Payment of Alabama state income taxes as a resident
- 2. Ownership of a residence or other real property in the state and payment of state ad valorem taxes thereon
- 3. Full-time employment (not temporary) in the state
- 4. Residence in the state of a spouse, parents, or children
- 5. Previous periods of residency in the state continuing for (1) year or more
- 6. Voter registration and voting in the state, more significantly, continuing voter registration in the state that initially occurred at least one year prior to the initial registration of the student in Alabama at a public institution of higher education
- 7. Possession of state or local licenses to do business or practice a profession in the state
- 8. Ownership of personal property in the state and payment of state taxes thereon (e.g. automobile, boat, etc.) and possession of state license plates
- 9. Continuous physical presence in the state for a purpose other than attending school and except for temporary absences for travel, military service, temporary employment, etc.
- 10. Membership in religious, professional, business, civic, or social organizations in the state
- 11. Maintenance in the state of checking and savings accounts, safe deposit boxes or investment accounts
- 12. In-state address shown on selective service registration, driver's license, automobile title registration, hunting and fishing license, insurance policies, stock and bond registrations, last will and testament, annuities, or retirement plans
- 13. Location within the state of the high school from which the individual graduated

## E. Resident Student

One who, at the time of registration:

1. Is not a "minor" or "dependent child," and is a resident of the State of Alabama and has been a resident of the state for at least one year immediately preceding the date of registration; or

2. Is a "minor" or "dependent child," and whose "supporting person(s)" is a resident of the State of Alabama and has been a resident of the state for at least one year immediately preceding the date of registration.

## F. Non-Resident Student

One who, at the time of registration is not a resident student.

## III. Authority to Expand the Definition of "Resident Student"

The President of each campus may recommend to the Chancellor for consideration by the Board of Trustees that the term "resident student" may include any one or more of the following categories, at that campus:

- A. One who, at the time of registration, is not a "minor" and:
  - 1. Is a full-time employee (not temporary) of the institution at which the student is registering or is the spouse of such an employee;
  - 2. Is able to verify full-time permanent employment within the state of Alabama and shall commence said employment not more than ninety (90) days after registration with the institution, or is the spouse of such an employee;
  - 3. Is employed as a graduate assistant or fellow by the institution at which the student is registering;
  - 4. Is a resident of any county within fifty (50) miles of the campus of the institution at which the student is registering, and had been a resident of that county for at least one year immediately preceding the date of registration. "Resident" shall have the same meaning, as to the relevant county, which it has as to the state of Alabama in the definition section of this policy statement; or
- B. One who, at the time of registration, is a "minor" or "dependent child," and whose "supporting person(s)":
  - 1. Is a full-time employee (not temporary) of the institution at which the student is registering;
  - 2. Is able to verify full-time permanent employment within the state of Alabama and shall commence said employment not more than ninety (90) days after registration with the institution; or
  - 3. Is a resident of any county within fifty (50) miles of the campus of the institution at which the student is registering, and has been a resident of that county for at least one year immediately preceding the date of registration. "Resident" shall have the same meaning, as to the relevant county, which it has as to the state of Alabama in the definitions' section of this policy statement.

## IV. Rules for Veterans and United States Servicemembers

For purposes of admission and tuition and fees, all institutions in The University of Alabama System shall consider that the term "resident student" to include any of the following:

- A. One who, at the time of registration, satisfies one of the following:
  - 1. Is a member, or the spouse or dependent child of a member, of a qualifying Federal service, as defined by 20 U.S.C. §1015d(d), whose domicile or permanent duty station is in Alabama;<sup>1</sup>
  - 2. Has been a member of the Alabama National Guard for a period of at least two years immediately preceding the academic term in which the student qualifies for resident tuition, and continues to be a member of the Alabama National Guard while enrolled at an institution in The University of Alabama System;
  - 3. Is an out-of-state active duty or veteran servicemember who is a resident of any county within ninety (90) miles of the campus of the institution at which the student is registering;
  - 4. One who is a veteran servicemember, provided that veteran is a resident of the state of Alabama and satisfies at least one of the following conditions:
    - a. The veteran has served on active duty for a continuous period of time, not less than two years, and has received an honorable discharge as verified by a United States Department of Defense Form 214 within five years of enrolling in an Alabama public institution of higher education;
    - b. Is currently serving in a reserve component of the Armed Forces of the United States, as verified by a memorandum from his or her commanding officer; or
    - c. The veteran has been assigned a service-connected disability by the United States Department of Veterans Affairs.
  - 5. Is receiving or entitled to receive benefits under the Post-9/11 GI-Bill or Montgomery GI-Bill programs, or other federal law authorizing veterans' educational benefits, and satisfies at least one of the following conditions:
    - a. A Veteran who lives in the state of Alabama (regardless of his/her formal state of residence) and enrolls within (3) years of receiving an honorable discharge, as verified by a United States Department of Defense Form 214, from a period of active duty service of (90) days or more;
    - b. A spouse or dependent child using transferred benefits who lives in the state of Alabama (regardless of his/her formal state of residence) and enrolls within (3) years of the transferor's honorable discharge,

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<sup>&</sup>lt;sup>1</sup> A member, or the spouse or dependent child of a member, of a qualifying Federal service shall continue to be considered a "resident student" under Section IV.A.1 even if there is a subsequent change in the permanent duty station of the member outside of Alabama.

- as verified by a United States Department of Defense Form 214, from a period of active duty service of (90) days or more; or
- c. A spouse or dependent child using benefits under the Marine Gunnery Sergeant John David Fry Scholarship who lives in the state of Alabama (regardless of his/her formal state of residence) and enrolls within (3) years of the Service member's death in the line of duty following a period of active duty service of (90) days or more.
- 6. One who is a veteran of the Armed Forces of the United States, not eligible under subsection 3 above, provided that veteran resides in the State of Alabama, and satisfies at least one of the following conditions:
  - a. The veteran has served on active duty for a continuous period of time, not less than two years, and has received an honorable discharge as verified by a United States Department of Defense Form 214 within five years of enrolling in an Alabama public institution of higher education;
  - b. Is currently serving in a reserve component of the Armed Forces of the United States, as verified by a memorandum from his or her commanding officer; or
  - c. The veteran has been assigned a service-connected disability by the United States Department of Veteran Affairs.
- B. In addition to the foregoing, the Board authorizes the Chancellor, in consultation with the Presidents of each campus, to determine whether the term "resident student" should be expanded to include an eligible student who is receiving any one or more of the following educational benefits whose authorizing law requires such resident classification as a condition to receive such benefits:
  - 1. Educational benefits provided for under the Post-9/11 GI-Bill or Montgomery GI-Bill programs, or other federal law authorizing veterans' educational benefits, that are received by a veteran or the spouse and dependent(s) of an active or veteran Servicemember who is living in the State of Alabama while enrolled; and
  - 2. Supplemental Educational Assistance Benefits provided to any members of the Alabama National Guard, regardless of his/her state or residence, as provided for in §31-10-21.1 in the Code of Alabama.
- C. To be eligible for resident tuition as provided for in this Section IV., and to maintain such eligibility, the student shall:
  - 1. Have secured admission to and enrolled full-time or part-time at an institution in The University of Alabama System; and
  - Provide all required documentation to support status as an Alabama resident or presence in Alabama (as applicable), as well as status as an active or veteran Servicemember.

- 3. Maintain full-time or part-time enrollment at an institution in The University of Alabama System; and
- 4. Satisfy the admission and retention standards of both the institution in The University of Alabama System, and when applicable, meet and maintain all required eligibility requirements necessary to receive education benefits.
- D. A student who has previously met the requirements of this section shall continue to be classified as a resident student as long as the qualifying student continues to reside in the State of Alabama while enrolled at an institution in The University of Alabama System. If an individual provided for this Section is released or discharged dishonorably, such release shall be grounds for revocation of resident status.
- E. "Servicemember" means a member of the uniformed services as defined by federal law, which includes members of the armed forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), and commissioned officers for the National Oceanic and Atmospheric Administration (NOAA) and the Public Health Service (PHS).

## V. Rules for Citizens of Freely Associated States

For purposes of admission and tuition and fees, all institutions in The University of Alabama System shall consider that the term "resident student" includes citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or the Republic Palau.

## VI. Authority to Implement Policy

- A. The Presidents are authorized (and authorized to delegate to admissions officers and others) and directed to implement this policy by appropriate written policies, guidelines, and procedures. Provided however, with respect to campus admission policies related to Section IV of this Rule, the campuses shall coordinate with the System Office to ensure the development an application of consistent policies across the System.
- B. Such policy shall provide that classification as a "resident student" shall be based upon the required certificate and other written evidence to be filed in the admissions office and that any decision by an admissions officer may be appealed by the student to a review committee that shall be constituted, appointed, and operated as provided in such policy.
- C. The decision of the review committee may be appealed to the President, or his or her designee, whose action thereon shall be final.

(Adopted as Resolution by Executive Committee on August 21, 1975; amended February 18, 1981, September 22, 1989, May 23, 1997; adopted as Board Rule December 5, 1997; amended November 14, 2008; September 13, 2013; April 10, 2015; June 16, 20187; November 3, 2017; June 7, 2019; June 4, 2021; and June 7, 2024.)

#### 507. Academic Program Planning

## I. Policy Statements

- A. The President of each institution shall have the primary responsibility for developing and implementing the academic program planning process for his/her campus.
- B. A three-year academic program planning document will be presented annually to the Board for its review. Any campus adjustments made to the three-year academic plan after the annual review by the Board should be submitted as soon as possible in writing to the Chancellor and the System Office of Academic and Student Affairs to coincide with the next scheduled Academic Affairs and Student Affairs Committee agenda as an information item.
- C. Guidelines for the submission and review of the Academic Program Planning document are developed and administered by the System's Office of Academic and Student Affairs.

#### II. Planning Process Guidelines

- A. Each institution shall submit annually a three-year academic program planning document to the Chancellor.
- B. The Vice Chancellor of Academic and Student Affairs will review the institutions' individual planning documents and compile them into a System Academic Program Planning document.
- C. Upon the Chancellor's recommendation, the System Academic Program Planning document will be presented to the Board.
- D. The planning document shall include the following sections:

В	oard approval that are being planned	Formatted: Indent: Left: 0.5", Hanging: 0.5"
a)	Projected year to be submitted Year submitted or anticipated* submission for Board approval	Formatted: Indent: Left: 1.5", Hanging: 0.5"
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e)	Program Description	
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- h) Status of intended new program: Implementation date (proposed or implemented)
- A = Proposal has been approved by ACHE and is awaiting review and final approval by the Board of Trustees.
  - B = Proposal is at ACHE and is awaiting review and approval, C = Proposal has completed campus and System reviews and is ready for consideration by the Board of Trustees and
  - D = Proposal is expected to be completed by the campus and submitted for System review within the next 12 months.
  - E = Proposal is under development, but is not likely to complete campus review in the next 12 months.
  - F = Program NISP has been sent to ACHE.
  - G-F = Program NISPA Notice of Pending Proposal (NPP)
    form has been developed and sent to the Board of
    TrusteesUAS Office of Academic and Student Affairs.
  - H-G = Program is still in the early planning stages. It has not been reviewed by the campus and appearance on the list is merely an indication that the possibility of a program is being considered.

NOTE: Plans Proposals for name degree nomenclature changes (i.e. Ed.D. to Ph.D., etc.). These shall require a proposal and resolution requesting Board action, but they such changes are not equivalent to the development of a degree in a new area or at an entirely new level.

- Other planning initiatives of the institution, such as those listed below:
  - Academic structure changes
  - New academic structures, such as colleges, departments, units, etc.
  - Major outreach initiatives
  - d) Major admission changes
  - Major changes that will affect educational programs, faculty, and/or the student body

(Adopted December 5, 1997; amended May 7, 1999; November 14, 2008; June 7, 2024.)

## 507. Academic Program Planning

## I. Policy Statements

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- B. A three-year academic program planning document will be presented annually to the Board for its review. Any campus adjustments made to the three-year academic plan after the annual review by the Board should be submitted as soon as possible in writing to the Chancellor and the System Office of Academic and Student Affairs to coincide with the next scheduled Academic Affairs and Student Affairs Committee agenda as an information item.
- C. Guidelines for the submission and review of the Academic Program Planning document are developed and administered by the System's Office of Academic and Student Affairs.

## II. Planning Process Guidelines

- A. Each institution shall submit annually a three-year academic program planning document to the Chancellor.
- B. The Vice Chancellor of Academic and Student Affairs will review the institutions' individual planning documents and compile them into a System Academic Program Planning document.
- C. Upon the Chancellor's recommendation, the System Academic Program Planning document will be presented to the Board.
- D. The planning document shall include the following sections:
  - 1. New academic degree programs and certificate programs requiring Board approval that are being planned
    - a) Year submitted or anticipated submission for Board approval
    - b) Six-digit CIP Code
    - c) Degree (ex: Bachelor of Arts, Master of Science, Ph.D., etc.)
    - d) Program Title
    - e) Program Description
    - f) Role Change? (i.e. Is the program outside of the usual role and scope of the institution?)
    - g) UAS Category\* (See category options A-G below)
    - h) Implementation date (proposed or implemented)

- A = Proposal has been approved by ACHE and is awaiting review and final approval by the Board of Trustees.
- B = Proposal is at ACHE and is awaiting review and approval.
- C = Proposal has completed campus and System reviews and is ready for consideration by the Board of Trustees and ACHE.
- D = Proposal is expected to be completed by the campus and submitted for System review within the next 12 months.
- E = Proposal is under development but is not likely to complete campus review in the next 12 months.
- F = A Notice of Pending Proposal (NPP) form has been developed and sent to the UAS Office of Academic and Student Affairs.
- G = Program is still in the early planning stages. It has not been reviewed by the campus and appearance on the list is merely an indication that the possibility of a program is being considered.

NOTE: Plans for degree nomenclature changes (i.e. Ed.D. to Ph.D., etc.) shall require a proposal and resolution requesting Board action, but such changes are not equivalent to the development of a degree in a new area or at an entirely new level.

- 2. Other planning initiatives of the institution, such as those listed below:
  - a) Academic structure changes
  - New academic structures, such as colleges, departments, units, etc.
  - c) Major outreach initiatives
  - d) Major admission changes
  - e) Major changes that will affect educational programs, faculty, and/or the student body

(Adopted December 5, 1997; amended May 7, 1999; November 14, 2008; June 7, 2024.)

# 508. Establishment of Academic Chairs, Professorships, and Endowed Lectureships and the Designation of Holders of Academic Chairs and Professorships

#### I. Policy Statements

- A. In order to maintain uniformity and the highest degree of prestige and selectivity, the establishment of new Academic Chairs, Professorships, and Endowed Lectureships must be submitted for review and approval to the Chancellor and the Board of -Trustees.
- B. The institutions of The University of Alabama System are required to submitfor review and approval any nomination of a holder of an endowed Professorship or Academic Chair to the Chancellor. Upon the approval of the Chancellor, the nomination will be submitted to the Board of Trustees for final approval.
- C. System and institution procedures for appointment to endowed chairs and endowed professorships require the approval of the Board of Trustees.

### II. Guidelines for Obtaining Approval of an Academic Chair, Endowed Professorship, or Endowed Lectureship

- A. After the required level of the funding for the academic chair, endowed professorship, or endowed lectureship has been received by the institution, the President sends a request for the establishment to the Chancellor.
- B. The Chancellor will make a decision as to the disposition of the request and may choose to forward it to the Board or ask for additional information.
- C. If the Chancellor recommends approval of establishing the academic chair, endowed professorship, or endowed lectureship, the Academic Affairs—and Student Affairs—and Planning Committee will be provided a copy of the information. The Committee will then make a recommendation to the full Board.
- Academic chairs, endowed professorships, and endowed lectureships are officially recognized only after being approved by the Board.

#### III. Guidelines for Designating a Holder of an Academic Chair or Endowed Professorship

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- A. Within a University, selection procedures may differ among schools, colleges, divisions, or departments, as necessary to conform to the practices and customs of particular academic disciplines and/or professions.
- B. The University of Alabama System guidelines are intended as a framework within which the institutions may develop individual processes and procedures to suit their special needs.

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- C. Where the funding for an endowment is tied to an administrative appointment, the search process for the administrative appointment must include consideration of the endowed chair or endowed professorship.
- D. The process for filling an endowed chair or endowed professorship shall include a comprehensive search to identify and recruit candidates who can make the greatest contributions to the institutions.
- E. In reviewing the credentials of endowed chair candidates, outside peers shall be consulted. Peer reviewers may include, but not be limited to, those suggested by the candidates.
- F. The selection process shall include provisions for direct input from faculty-members of the academic department(s) in which the chair or other appointed resides.
- G. When an institution has completed a search and wishes to nominate a personfor appointment by the Board, a recommendation will be forwarded by the
  President to the Chancellor along with an outline of the steps and
  recommendations followed in the search process, a list of search committee
  members, a copy of the nominee's curriculum vitae, and written
  evaluations by outside internal and external peers.
- H. The Chancellor will make a decision as to the disposition of the recommendation and may then choose to forward it to the Board, ask for additional information, or request that the institution renew the search process.
- If the Chancellor recommends appointment of the nominee, the Academic Affairs and Planning Student Affairs Committee of the Board will be provided with a copy of the candidate's curriculum vitae and a supporting letter(s) from the institution administration, which shall include a short summary of the reasons for nominating this individual. The Committee will also be given an opportunity to ask questions of institution and System administrators concerning the suitability of the nominee for the endowed chair or endowed professorship position. The Academic Affairs—and Student Affairs, and—Planning Committee will then make a recommendation to the Board.
- J. Appointments to endowed chairs and endowed professorships may be finalized only after approval by the Board of Trustees of The University of Alabama. Recommended endowed appointments associated with an offer of employment should note that the appointment is pending approval by the Board of Trustees. Existing faculty and administrators who are appointed to endowed chairs, professorships, etc., should not adopt or utilize the related title until Board approval has been confirmed.

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K. Given the prestige and selectivity of endowed positions, it is expected that campuses will engage in a routine process of assessment to ensure that all appointees continue to meet all expectations associated with the appointment. If an appointment to an endowed position comes with a specified term (i.e. specific number of months, years, or identified expiration date) and the appointment is to be extended, the campus should inform the Chancellor and System Office of Academic and Student Affairs of plans for the continuation of that appointment in the form of an appropriate letter from the President to the Chancellor, recommending the continuation of the endowed appointment(s) prior to expiration. The extension of multiple appointments may be outlined in a single letter of notification and submitted to the Board for administrative action.

## IV. Guidelines for Short-Term Appointments to Endowed Chairs

## A. Definition

Endowed Chairs that have been authorized by the Board of Trustees to allow appointments of less than one (1) academic year (12 months) may be

established in order to accommodate the schedules of distinguished artists and scholars.

#### B. Guidelines

- A short-term appointment to an endowed chair may be made with prior approval by the Chancellor.
- 2. The President of the campus on which the short-term appointment islocated should forward to the Chancellor a request for approval of the
  candidate. The request must include the following information: the
  name of the individual; the term of the appointment; a summary of
  the terms of the contract; an overview of the credentials of the
  appointee, and where and what the individual's permanent position
  is.
- The Chancellor shall notify the President when approval is given for an appointment.
- An annual report will be presented to the Board of Trustees as an information item on the short-term appointments to endowed chairs for that academic year.

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#### V. Guidelines for Appointments to Professorships

The Board recognizes the following classifications of university professorships:

#### A. University of Alabama Trustee Professor

- A System-wide appointment limited in number, recognizing preeminent distinction and service to the System, and exclusively under the control of the Board.
- In making such appointments, the Board will consult with the Chancellor, Presidents, and appropriate faculty groups on all campuses.

## B. Distinguished Professor

- A campus-wide prestigious appointment, recognizing international accomplishments, to be limited in number, and to be recommended to the Board by the appropriate President and the Chancellor in order to confer richly deserved prestige and honor on those selected to receive this designation.
- The following criteria will be used in determining the selection of a "Distinguished Professor":

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- Accomplishments bringing great credit to the University.
- Noteworthy academic service to the University as a teacher and/or research scientist and/or clinician.
- International recognition for scholarly contribution to the individual's chosen profession.
- d) Outstanding performance of service associated with the individual's professional position.
- Numerous achievements and extensive peer recognition in the individual's chosen profession or academic discipline.
- f) Unstinting dedication to standards of excellence in all endeavors.
- Exemplary character and integrity reflecting great honor upon the University.
- Variations in this title may be used by a campus to denote specific functions such as "Distinguished Research Professor" or "Distinguished Service Professor."

#### C. University Professor

- A campus-wide appointment, primarily prestigious in a specific discipline, to be recommended to the Board by the appropriate President and the Chancellor, to bestow upon an individual an academic rank that transcends departmental and disciplinary lines, allowing each designated individual the greatest latitude in teaching, writing, and scholarly research, and that gives such an individual with broad expertise a university-wide platform.
- The following criteria will be used in the selection of an individual to be designated "University Professor":
  - Scholarly achievement and intellectual maturity.
  - Dedication to the highest standards of professional excellence.
  - Numerous achievements and extensive peer recognition in the individual's chosen professional field.
  - Academic competence to enable him/her to undertake crossdepartmental, cross-disciplinary activities in research and teaching, and university and community service.

Variations in this title may be used by a campus to denote specific functions such as "University Research Professor" or "University Service Professor."

(Adopted July 16, 1980 as Rule 370; amended and renumbered December 5, 1997; amended November 14, 2008; June 7, 2024.)

# 508. Establishment of Academic Chairs, Professorships, and Endowed Lectureships and the Designation of Holders of Academic Chairs and Professorships

#### I. Policy Statements

- A. In order to maintain uniformity and the highest degree of prestige and selectivity, the establishment of new Academic Chairs, Professorships, and Endowed Lectureships must be submitted for review and approval to the Chancellor and the Board of Trustees.
- B. The institutions of The University of Alabama System are required to submit for review and approval any nomination of a holder of an endowed Professorship or Academic Chair to the Chancellor. Upon the approval of the Chancellor, the nomination will be submitted to the Board of Trustees for final approval.
- C. System and institution procedures for appointment to endowed chairs and endowed professorships require the approval of the Board of Trustees.

# II. Guidelines for Obtaining Approval of an Academic Chair, Endowed Professorship, or Endowed Lectureship

- A. After the required level of the funding for the academic chair, endowed professorship, or endowed lectureship has been received by the institution, the President sends a request for the establishment to the Chancellor.
- B. The Chancellor will make a decision as to the disposition of the request and may choose to forward it to the Board or ask for additional information.
- C. If the Chancellor recommends approval of establishing the academic chair, endowed professorship, or endowed lectureship, the Academic Affairs and Student Affairs Committee will be provided a copy of the information.

  The Committee will then make a recommendation to the full Board.
- D. Academic chairs, endowed professorships, and endowed lectureships are officially recognized only after being approved by the Board.

# III. Guidelines for Designating a Holder of an Academic Chair or Endowed Professorship

- A. Within a University, selection procedures may differ among schools, colleges, divisions, or departments, as necessary to conform to the practices and customs of particular academic disciplines and/or professions.
- B. The University of Alabama System guidelines are intended as a framework within which the institutions may develop individual processes and procedures to suit their special needs.

- C. Where the funding for an endowment is tied to an administrative appointment, the search process for the administrative appointment must include consideration of the endowed chair or endowed professorship.
- D. The process for filling an endowed chair or endowed professorship shall include a comprehensive search to identify and recruit candidates who can make the greatest contributions to the institutions.
- E. In reviewing the credentials of endowed chair candidates, outside peers shall be consulted. Peer reviewers may include, but not be limited to, those suggested by the candidates.
- F. The selection process shall include provisions for direct input from faculty members of the academic department(s) in which the chair or other appointee resides.
- G. When an institution has completed a search and wishes to nominate a person for appointment by the Board, a recommendation will be forwarded by the President to the Chancellor along with an outline of the steps and recommendations followed in the search process, a list of search committee members, a copy of the nominee's curriculum vitae, and written evaluations by internal and external peers.
- H. The Chancellor will make a decision as to the disposition of the recommendation and may then choose to forward it to the Board, ask for additional information, or request that the institution renew the search process.
- I. If the Chancellor recommends appointment of the nominee, the Academic Affairs and Student Affairs Committee of the Board will be provided with a copy of the candidate's curriculum vitae and a supporting letter(s) from the institution administration, which shall include a short summary of the reasons for nominating this individual. The Committee will also be given an opportunity to ask questions of institution and System administrators concerning the suitability of the nominee for the endowed chair or endowed professorship position. The Academic Affairs and Student Affairs Committee will then make a recommendation to the Board.
- J. Appointments to endowed chairs and endowed professorships may be finalized only after approval by the Board of Trustees of The University of Alabama. Recommended endowed appointments associated with an offer of employment should note that the appointment is pending approval by the Board of Trustees. Existing faculty and administrators who are appointed to endowed chairs, professorships, etc., should not adopt or utilize the related title until Board approval has been confirmed.
- K. Given the prestige and selectivity of endowed positions, it is expected that campuses will engage in a routine process of assessment to ensure that all

appointees continue to meet all expectations associated with the appointment. If an appointment to an endowed position comes with a specified term (i.e. specific number of months, years, or identified expiration date) and the appointment is to be extended, the campus should inform the Chancellor and System Office of Academic and Student Affairs of plans for the continuation of that appointment in the form of an appropriate letter from the President to the Chancellor, recommending the continuation of the endowed appointment(s) prior to expiration. The extension of multiple appointments may be outlined in a single letter of notification and submitted to the Board for administrative action.

# IV. Guidelines for Short-Term Appointments to Endowed Chairs

#### A. <u>Definition</u>

Endowed Chairs that have been authorized by the Board of Trustees to allow appointments of less than one (1) academic year (12 months) may be established in order to accommodate the schedules of distinguished artists and scholars.

# B. Guidelines

- 1. A short-term appointment to an endowed chair may be made with prior approval by the Chancellor.
- 2. The President of the campus on which the short-term appointment is located should forward to the Chancellor a request for approval of the candidate. The request must include the following information: the name of the individual; the term of the appointment; a summary of the terms of the contract; an overview of the credentials of the appointee, and where and what the individual's permanent position is.
- 3. The Chancellor shall notify the President when approval is given for an appointment.
- 4. An annual report will be presented to the Board of Trustees as an information item on the short-term appointments to endowed chairs for that academic year.

# V. <u>Guidelines for Appointments to Professorships</u>

The Board recognizes the following classifications of university professorships:

# A. <u>University of Alabama Trustee Professor</u>

- A System-wide appointment limited in number, recognizing preeminent distinction and service to the System, and exclusively under the control of the Board.
- In making such appointments, the Board will consult with the Chancellor, Presidents, and appropriate faculty groups on all campuses.

#### B. <u>Distinguished Professor</u>

- A campus-wide prestigious appointment, recognizing international accomplishments, to be limited in number, and to be recommended to the Board by the appropriate President and the Chancellor in order to confer richly deserved prestige and honor on those selected to receive this designation.
- 2. The following criteria will be used in determining the selection of a "Distinguished Professor":
  - a) Accomplishments bringing great credit to the University.
  - b) Noteworthy academic service to the University as a teacher and/or research scientist and/or clinician.
  - c) International recognition for scholarly contribution to the individual's chosen profession.
  - d) Outstanding performance of service associated with the individual's professional position.
  - e) Numerous achievements and extensive peer recognition in the individual's chosen profession or academic discipline.
  - f) Unstinting dedication to standards of excellence in all endeavors.
  - g) Exemplary character and integrity reflecting great honor upon the University.
- 3. Variations in this title may be used by a campus to denote specific functions such as "Distinguished Research Professor" or "Distinguished Service Professor."

# C. University Professor

1. A campus-wide appointment, primarily prestigious in a specific discipline, to be recommended to the Board by the appropriate President and the Chancellor, to bestow upon an individual an academic rank that transcends departmental and disciplinary lines, allowing each designated individual the greatest latitude in teaching, writing, and scholarly research, and that gives such an individual with broad expertise a university-wide platform.

- 2. The following criteria will be used in the selection of an individual to be designated "University Professor":
  - a. Scholarly achievement and intellectual maturity.
  - b. Dedication to the highest standards of professional excellence.
  - c. Numerous achievements and extensive peer recognition in the individual's chosen professional field.
  - d. Academic competence to enable him/her to undertake cross-departmental, cross-disciplinary activities in research and teaching, and university and community service.

Variations in this title may be used by a campus to denote specific functions such as "University Research Professor" or "University Service Professor."

(Adopted July 16, 1980 as Rule 370; amended and renumbered December 5, 1997; amended November 14, 2008; June 7, 2024.)

#### 411. Minimum Standards, Acceptance, and Reporting of Gifts and Use of Gift Revenue

#### Purpose and Application of Rule

This Rule sets forth expectations of the Board of Trustees related to gifts. The Rule shall apply to all gifts, regardless of source, including gifts given during a donor's life or through a bequest, charitable remainder trust, or other means.

#### II. Adherence to Ethical and Professional Standards

Campus development offices and development professionals are expected to comply with applicable ethics laws and standards, including the Council for Advancement and Support of Education guidelines, the *Model Standards of Practice for the Charitable Gift Planner*, which are promulgated by the Partnership for Philanthropic Planning and the American Council on Gift Annuities, and the *Code of Ethical Principles and Standards of Professional Practice* and *Donor Bill of Rights*, which are promulgated by the Association of Fundraising Professionals, as each may, from time to time, be revised.

Reporting of the sources and purposes of gifts and fundraising results, as well as the preparation of campaign plans, shall be in accordance with the common and best practices of the professional field of fundraising.

#### III. General Gift Policy

All gifts directed to or intended for The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, or any of its campuses, programs, or divisions, however named or identified (for purposes of this Rule, the "University") are the property of the University, subject to control and management by the Board, within the limits of and subject to any binding and enforceable restrictions or directions of the donor of the gift accepted and agreed to by the Board, in accordance with this Rule and to the extent permitted by law.

To the extent that a donor or grantor does not otherwise specifically direct, or that a contrary intent of the donor does not otherwise readily appear, income and other revenues from gifts or grants to the University shall be used on behalf of the campus to which the gift was directed or for the campus whose efforts or relationship with the donor generated or promoted the gift.

Each campus, in its annual budget development and presentations to the Chancellor, shall identify the manner in which revenue generated from these funding sources, not otherwise restricted, shall be used. It is the policy of the Board that, to the extent possible, these gifts he used in a manner which will maintain the University's regional and national reputation.

# IV. Minimum Standards for Named Gifts

A. Minimum standards for named gifts are established by the Board. An individual campus, through its President, may adopt higher minimums (but not lower minimums) to be used on that campus for each category of named gift. Each campus shall develop naming and gift acceptance guidelines for their respective fundraising programs while adhering to these Board minimums:

#### 1. Minimum Standards for Endowments

<b>a</b> .	Deanship	\$2,500,000
b.	Chair	1,000,000
c.	Distinguished Presidential Scholarship	1,000,000
d.	Professorship	500,000
e.	Distinguished Graduate Fellowship	500,000
f.	Visiting Professorship or Distinguished Lectureship	250,000
g.	Research Fund or Eminent Faculty Scholar Fund	100,000
h.	Lectureship	75,000
ī.	Fellowship or Eminent Scholarship	50,000
j.	Student Loan Fund	50,000
k.	Scholarship or Support Fund	25,000
1.	Award Fund or Library Fund	10,000

#### 2. Minimum Standards for Naming a Facility or Part of Facility

The matter of naming a facility or part of a facility for a donor, or donor's honorec, will be decided in all cases by the Board, upon recommendation of the Chancellor and the campus President. Donors will normally be required to provide a gift, or series of gifts, with a total present cash value of no less than thirty-three percent (33%) and usually no less than fifty percent (50%) of the expected construction cost or replacement value of the facility, or portion thereof, not including land, equipment, landscaping, architectural or design fees, utility and infrastructure work, or furnishings. The term facility includes buildings, additions to buildings, space within a building, outdoor space (such as a plaza or court), and other tangible and relatively permanent features located on University property. The specific amount of a gift required to name a facility or space will be recommended to the Board by the appropriate campus official, giving due consideration to the size, location,

prominence, purpose, and level of use of the facility being named. The cost of naming opportunities for some limited time period less than the anticipated life of the space may be lower than naming opportunities that are associated with the life of the space being named, as recommended to the Board on a case-by-case basis by the appropriate campus official.

3. Minimum Standards for Naming a Program or Unit

The matter of naming a college, school, department, or other program or unit will be decided in all cases by the Board, upon recommendation of the Chancellor and the campus President. Campus programs or organizational units may be named with a gift that is determined to be of transformational and sustaining value to the program or unit being named. A substantial portion of the gift should be designated as a permanent endowment with the income providing a perpetual stream of support for the program or unit. Minimum gift levels follow, and the specific amount required to name a program or unit will be recommended to the Board by the appropriate campus official, giving due consideration to the size, scope, national recognition, annual operating budget, student enrollment or patient volume, if applicable, and number and accomplishment of the faculty of the program or unit being named. The cost of naming opportunities limited in term may be lower than naming opportunities that are associated with the life of the program or unit being named, and such pricing will be recommended to the Board on a case-by-case basis by the appropriate campus official.

Ы,	College	\$10,000,000
b.	School/Department	5,000,000
c.	University Institute/Program/Center	3,000,000
d.	College or School Institute/Program/Center	1,000,000

- B. Periodically, the Board will review minimum standards for gifts to consider whether adjustments are needed in order to assure adequate income for designated uses.
- C. When a facility, part of a facility, college, school, department, program, or unit is to be named in consideration of a financial contribution, the gift shall be received by the University, or its future receipt shall be assured, pursuant to a naming agreement, as follows:
  - a. While the Board retains its power to accept gifts and to recognize donors in its complete discretion on a case-by-case basis, the standard practice shall be that, before the naming is made, at least forty (40) percent of the pledged gift amount for the naming must be received, and the remainder of the pledged gift amount must be received within four (4) years thereafter, unless cash flow requirements for construction or renovation require an abbreviated payment schedule. If it is anticipated or desired that an exception to this standard practice should be made, then the request for an exception should be reviewed with the Chair of the Honorary Degrees and Recognition Committee as early as possible prior to the

- execution of a naming agreement. This standard requirement may be waived by the Board in its discretion.
- b. If the pledged donation is to name new construction, renovation, or other projects with cash-flow considerations, the timing of the pledge payments must satisfy cash-flow demands.
- No facility, part of a facility, college, school, department, program, or unit will be named in recognition of revocable planned gifts.
- d. Gifts made through an irrevocable planned gift are subject to the following additional rules:
  - Minimum amounts for naming can be set higher for a particular gift based upon the present value of the gift or if the actual amount to be received by the University could be significantly delayed or reduced by the time the entire gift is actually received by the University.
  - Determination of the naming value of such gifts must be agreed to by the campus President and the Vice President for Advancement, and the Chair of the Honorary Degrees and Recognition Committee in advance of acceptance of the gift.
- D. Naming opportunities secured through future payments will be revoked if the donor fails to meet his/her financial obligation. The University also reserves the right to dispose of any named property or facility as deemed necessary via sale, demolition, etc. The University reserves the right to close, merge, or dispose of any college, school, department, program or unit, and said decision may affect the name thereof, when warranted by academic decision-making. Named properties may be amended, removed, or disposed of only upon recommendation by the campus President and approval by the Board with notification to be provided to the donor or donor's representative. Should a named building be demolished or replaced, the University will consider appropriate recognition including, but not limited to, placing a plaque in or near a new building to indicate it occupies the site of a building formerly known by another name; however, the University is not obligated to transfer recognition to another facility. If the name of a donor changes, the University may change the name of the facility or entity at the donor's request and expense.
- E. While the Board retains its power to accept gifts and to recognize donors in its complete discretion on a case-by-case basis, the Board generally disfavors the naming of buildings, significant landmarks, significant exterior spaces, or colleges, schools or departments in the name of businesses, corporations, or other for-profit commercial enterprises. Any naming approved in the name of a business, corporation, or other for-profit commercial enterprise, should normally include a term limit for the naming, which should generally be a term in the range of five (5) to ten (10) years. If it is

anticipated or desired that an exception to this policy should be made, then the request for an exception should be reviewed with the Chair of the Honorary Degrees and Recognition Committee as early as possible prior to the execution of a naming agreement.

- F. Naming-related signage should be consistent with established campus design standards and conform to the aesthetics of the campus as a whole.
- G. Subject to this Section IV of the Rule, in cases in which it is impractical or undesirable for a donor to make endowment gifts, the Board will allow, upon recommendation of the campus President and Vice President for Advancement, named gifts supported by pledges of annual or periodic contributions to be expended annually for a designated purpose, separate and distinct from gifts to name a facility or program as described in Section IV.A., Items 2 and 3. The naming shall exist for as long as the gifts are received and for the useful life of the fund, and the amount of the annual contribution must be greater than or approximate to the amount that would be annually distributed if the total gifts were endowed. If donations become inadequate to support the designated purpose, the designation will be discontinued.
- H. Unless specifically approved by the Board in its discretion, when considering gifts in which a physical facility, part of a facility, college, school, department, program, or unit will be named, no credit or consideration will be given to past gifts or contributions unless the past gifts or contributions relate directly to the naming opportunity.

#### V. Acceptance of Gifts

- A. In order to protect the donor and the University, gifts must be accepted either by the Board or by its duly authorized personnel.
- B. The following categories of gifts must be recommended by the Chancellor and President; and approved by formal resolution of the Board;
  - Gifts to establish new endowments. Gifts to create endowments must comply with the minimum standards set forth herein, and investment of endowment funds must comply with Board Rule 404.
  - All named gifts, including gifts conditioned on the naming of a facility, part of a facility, college, school, department, program or unit.
  - 3. Gifts restricted as to investments,
  - 4. Gifts of real property or an interest therein.
  - 5. Gifts of undivided interests.
  - 6. Gift-sales or gifts sobject to any encumbrance.
  - Gifts of non-publicly traded stock or otherwise of ownership, membership, or partnership interests for which there is not a ready market, regardless of whether such interests are passive.

Gifts which, because of their unusual nature, either present a potential detriment, financial or otherwise, or a serious question as to whether they are within the role and scope of the campuses.

The gifts described in B.1. through B.8. shall be forwarded to the Chancellor for recommendation to the Board or the Executive Committee. If prospective gifts requiring acceptance by the Board appear to contain difficult, unusual, or unique aspects so that ultimate Board acceptance is in question, development officers are encouraged to counsel with the campus Vice President for Advancement to assure that the objectives of both the prospective donor and the Board will be met.

- C. The Executive Committee of the Board may act upon gift recommendations so long as the request for Board approval is submitted by the appropriate recommending body of the institution (which should generally include the President, Chief Development Officer, Chief Financial Officer, Legal Counsel, and other appropriate party/department associated with the gift, i.e. Dean or Athletic Director), and is accompanied by a statement of a 'compelling reason' for consideration prior to the next Board meeting. After receipt of a properly submitted request for action prior to the next Board meeting, the submittal will be reviewed within five (5) business days, after which, in the discretion of the Pro tem, the Board the Executive Committee may convene a meeting to consider the gift recommendation, or the gift recommendation may be considered and approved through the Board Rule's signature process.
- D. The Chancellor or the Presidents, or their designated representatives, shall have full authority to accept all gifts not described in paragraph B above, including charitable remainder or lead trusts. Charitable lead trusts, unitrusts, and annuity trusts will be administered in a manner consistent with Internal Revenue Service regulations and the laws of the State of Alabama.

#### VI. <u>Fundraising Campaigns</u>

A. Significant, multi-year comprehensive fundraising campaigns or initiatives proposed by the campuses must first be submitted to the Chancellor and the Board for information and approval. A significant, multi-year comprehensive fundraising campaign or initiative is defined as follows:

A major institutional fundraising effort conducted over two or more years which is designed to meet multiple campus needs or priorities and which has a goal of at least \$100 million.

B. Other fundraising campaigns or initiatives conducted by the campuses which have a goal of at least \$10 million but less than \$100 million will be presented to the Board for informational purposes.

- C. Significant, multi-year comprehensive fundraising campaign plans shall be prepared in accordance with the common and best practices of the professional field of fundraising, and the campuses are encouraged to share these plans with the other campuses for informational purposes at the same time they are submitted to the Chancellor's Office for review and approval by the Board.
- D. In the event that one of the System institutions wishes to undertake any plan of fundraising in which a specific building or definable portions of a specific building would be proposed for naming opportunities, the Board may approve such plan in its entirety in advance.
  - a. By such approval the Board does not intend to preapprove any particular naming. Rather, in such instances, all proposed namings resulting from the fundraising efforts shall be conditioned on Board approval, and shall be submitted to the Chancellor and the Board for approval in compliance with this Rule 411.
  - b. Such plans of fundraising shall include (1) each space or definable portion of a building to be named; (2) The proposed value of the naming opportunity; and (3) The documentation and calculations necessary to demonstrate that the naming opportunity is in compliance with this Rule 411.
  - c. If a space or definable portion of a building has a change in cost or size that is justified after the Board bas approved the project, then the naming will still be allowed as long as the original amount gifted complied with Board Rule 411 at the time of the uaming.
  - d. Board-approved lists of naming opportunities shall become void and of no effect after three (3) years of original Board approval unless it has been resubmitted and reviewed by the Honorary Degrees and Recognition Committee.

Each foundation which provides financial support to the campuses, divisions, and/or programs of The University of Alabama System is requested to provide, to the campus through which it is affiliated, the information necessary for the report.

In addition to the presentation of the reports listed in subsection A of this Rule, the Chancellor may, if he or she deems advisable, consolidate the reports into an annual report for presentation to the Board.

#### VII. Quasi-Endowments

Unlike pure endowments, which are created with third-party funds and must be invested in perpetuity, quasi-endowments are endowments created with institutional funds and may be unwound at the Board's discretion. The Board generally disfavors the creation of quasi-endowments but recognizes there are unique circumstances for doing so, such as when a

donor has requested a matching gift. Additionally, accumulated unspent earnings from a pure endowment may be used to create a related quasi-endowment, the annual earnings from which could be used together with the annual earnings from the pure endowment to enhance the amount of funds used annually for a particular purpose. In no event, however, should a quasi-endowment be created that is unrelated to an existing pure endowment.

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# VII.VIII. Acknowledgment of Gifts by Board

The Board at its discretion may adopt a resolution expressing appreciation to any donor recommended by the Chancellor, the President of a campus, or any member of the Board. All such gifts shall be promptly reported to the Chancellor for inclusion on the agenda of the next Board meeting.

#### VIII.IX. Waiver of Board Rule

Upon recommendation of the campus President and Chancellor, the Board may approve such exceptions to the minimum standards and conditions of this Rule, as the Board deems appropriate.

#### IX.X. Amending, Removing, or Withdrawing any Naming

Notwithstanding anything herein regarding the naming of any endowment, physical facility, part of a facility, building, college, school, department, program, or unit, or anything whatsoever, The Board of Trustees of The University of Alabama, in its sole discretion, may amend, remove, or withdraw any naming, at any time and for any reason.

(Minimum Standards, Acceptance, and Reporting of Gifts adopted May 13, 1978 as Rule 440; amended September 22, 1979. Minimum Standards, Acceptance, and Reporting of Gifts and Use of Gift Revenue adopted September 20, 1984 as Rule 440; amended March 7, 1985, June 22, 1990, and April 21, 1995. Amended and renumbered December 5, 1997; September 23, 2016; April 6, 2018, and June 7, 2019, and June 7, 2024.)

For example, to create an endowed Chair, which can only be created with \$1,000,000 or more, a donor could donate \$500,000 on the condition that a campus match the \$500,000 gift. The donor's \$500,000 gift is a pure endowment, and the campus matching \$500,000 gift is a quasi-endowment. A portion of the earnings — determined by the applicable spending rate — from both gifts are used together to fund the endowed Chair.

# 411. Minimum Standards, Acceptance, and Reporting of Gifts and Use of Gift Revenue

# I. Purpose and Application of Rule

This Rule sets forth expectations of the Board of Trustees related to gifts. The Rule shall apply to all gifts, regardless of source, including gifts given during a donor's life or through a bequest, charitable remainder trust, or other means.

# II. Adherence to Ethical and Professional Standards

Campus development offices and development professionals are expected to comply with applicable ethics laws and standards, including the Council for Advancement and Support of Education guidelines, the *Model Standards of Practice for the Charitable Gift Planner*, which are promulgated by the Partnership for Philanthropic Planning and the American Council on Gift Annuities, and the *Code of Ethical Principles and Standards of Professional Practice* and *Donor Bill of Rights*, which are promulgated by the Association of Fundraising Professionals, as each may, from time to time, be revised.

Reporting of the sources and purposes of gifts and fundraising results, as well as the preparation of campaign plans, shall be in accordance with the common and best practices of the professional field of fundraising.

# III. General Gift Policy

All gifts directed to or intended for The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, or any of its campuses, programs, or divisions, however named or identified (for purposes of this Rule, the "University") are the property of the University, subject to control and management by the Board, within the limits of and subject to any binding and enforceable restrictions or directions of the donor of the gift accepted and agreed to by the Board, in accordance with this Rule and to the extent permitted by law.

To the extent that a donor or grantor does not otherwise specifically direct, or that a contrary intent of the donor does not otherwise readily appear, income and other revenues from gifts or grants to the University shall be used on behalf of the campus to which the gift was directed or for the campus whose efforts or relationship with the donor generated or promoted the gift.

Each campus, in its annual budget development and presentations to the Chancellor, shall identify the manner in which revenue generated from these funding sources, not otherwise restricted, shall be used. It is the policy of the Board that, to the extent possible, these gifts be used in a manner which will maintain the University's regional and national reputation.

# IV. Minimum Standards for Named Gifts

A. Minimum standards for named gifts are established by the Board. An individual campus, through its President, may adopt higher minimums (but not lower minimums) to be used on that campus for each category of named gift. Each campus shall develop naming and gift acceptance guidelines for their respective fundraising programs while adhering to these Board minimums:

#### 1. Minimum Standards for Endowments

a.	Deanship	\$2,500,000
b.	Chair	1,000,000
c.	Distinguished Presidential Scholarship	1,000,000
d.	Professorship	500,000
e.	Distinguished Graduate Fellowship	500,000
f.	Visiting Professorship or Distinguished Lectureship	250,000
g.	Research Fund or Eminent Faculty Scholar Fund	100,000
h.	Lectureship	75,000
i.	Fellowship or Eminent Scholarship	50,000
j.	Student Loan Fund	50,000
k.	Scholarship or Support Fund	25,000
l.	Award Fund or Library Fund	10,000

# 2. Minimum Standards for Naming a Facility or Part of Facility

The matter of naming a facility or part of a facility for a donor, or donor's honoree, will be decided in all cases by the Board, upon recommendation of the Chancellor and the campus President. Donors will normally be required to provide a gift, or series of gifts, with a total present cash value of no less than thirty-three percent (33%) and usually no less than fifty percent (50%) of the expected construction cost or replacement value of the facility, or portion thereof, not including land, equipment, landscaping, architectural or design fees, utility and infrastructure work, or furnishings. The term facility includes buildings, additions to buildings, space within a building, outdoor space (such as a plaza or court), and other tangible and relatively permanent features located on University property. The specific amount of a gift required to name a facility or space will be recommended to the Board by the appropriate campus official, giving due consideration to the size, location,

prominence, purpose, and level of use of the facility being named. The cost of naming opportunities for some limited time period less than the anticipated life of the space may be lower than naming opportunities that are associated with the life of the space being named, as recommended to the Board on a case-by-case basis by the appropriate campus official.

#### 3. Minimum Standards for Naming a Program or Unit

The matter of naming a college, school, department, or other program or unit will be decided in all cases by the Board, upon recommendation of the Chancellor and the campus President. Campus programs or organizational units may be named with a gift that is determined to be of transformational and sustaining value to the program or unit being named. A substantial portion of the gift should be designated as a permanent endowment with the income providing a perpetual stream of support for the program or unit. Minimum gift levels follow, and the specific amount required to name a program or unit will be recommended to the Board by the appropriate campus official, giving due consideration to the size, scope, national recognition, annual operating budget, student enrollment or patient volume, if applicable, and number and accomplishment of the faculty of the program or unit being named. The cost of naming opportunities limited in term may be lower than naming opportunities that are associated with the life of the program or unit being named, and such pricing will be recommended to the Board on a case-by-case basis by the appropriate campus official.

a.	College	\$10,000,000
b.	School/Department	5,000,000
c.	University Institute/Program/Center	3,000,000
d.	College or School Institute/Program/Center	1,000,000

- B. Periodically, the Board will review minimum standards for gifts to consider whether adjustments are needed in order to assure adequate income for designated uses.
- C. When a facility, part of a facility, college, school, department, program, or unit is to be named in consideration of a financial contribution, the gift shall be received by the University, or its future receipt shall be assured, pursuant to a naming agreement, as follows:
  - a. While the Board retains its power to accept gifts and to recognize donors in its complete discretion on a case-by-case basis, the standard practice shall be that, before the naming is made, at least forty (40) percent of the pledged gift amount for the naming must be received, and the remainder of the pledged gift amount must be received within four (4) years thereafter, unless cash flow requirements for construction or renovation require an abbreviated payment schedule. If it is anticipated or desired that an exception to this standard practice should be made, then the request for an exception should be reviewed with the Chair of the Honorary Degrees and Recognition Committee as early as possible prior to the

- execution of a naming agreement. This standard requirement may be waived by the Board in its discretion.
- b. If the pledged donation is to name new construction, renovation, or other projects with cash-flow considerations, the timing of the pledge payments must satisfy cash-flow demands.
- c. No facility, part of a facility, college, school, department, program, or unit will be named in recognition of revocable planned gifts.
- d. Gifts made through an irrevocable planned gift are subject to the following additional rules:
  - 1. Minimum amounts for naming can be set higher for a particular gift based upon the present value of the gift or if the actual amount to be received by the University could be significantly delayed or reduced by the time the entire gift is actually received by the University.
  - 2. Determination of the naming value of such gifts must be agreed to by the campus President and the Vice President for Advancement, and the Chair of the Honorary Degrees and Recognition Committee in advance of acceptance of the gift.
- D. Naming opportunities secured through future payments will be revoked if the donor fails to meet his/her financial obligation. The University also reserves the right to dispose of any named property or facility as deemed necessary via sale, demolition, etc. The University reserves the right to close, merge, or dispose of any college, school, department, program or unit, and said decision may affect the name thereof, when warranted by academic decision-making. Named properties may be amended, removed, or disposed of only upon recommendation by the campus President and approval by the Board with notification to be provided to the donor or donor's representative. Should a named building be demolished or replaced, the University will consider appropriate recognition including, but not limited to, placing a plaque in or near a new building to indicate it occupies the site of a building formerly known by another name; however, the University is not obligated to transfer recognition to another facility. If the name of a donor changes, the University may change the name of the facility or entity at the donor's request and expense.
- E. While the Board retains its power to accept gifts and to recognize donors in its complete discretion on a case-by-case basis, the Board generally disfavors the naming of buildings, significant landmarks, significant exterior spaces, or colleges, schools or departments in the name of businesses, corporations, or other for-profit commercial enterprises. Any naming approved in the name of a business, corporation, or other for-profit commercial enterprise, should normally include a term limit for the naming, which should generally be a term in the range of five (5) to ten (10) years. If it is

anticipated or desired that an exception to this policy should be made, then the request for an exception should be reviewed with the Chair of the Honorary Degrees and Recognition Committee as early as possible prior to the execution of a naming agreement.

- F. Naming-related signage should be consistent with established campus design standards and conform to the aesthetics of the campus as a whole.
- G. Subject to this Section IV of the Rule, in cases in which it is impractical or undesirable for a donor to make endowment gifts, the Board will allow, upon recommendation of the campus President and Vice President for Advancement, named gifts supported by pledges of annual or periodic contributions to be expended annually for a designated purpose, separate and distinct from gifts to name a facility or program as described in Section IV.A., Items 2 and 3. The naming shall exist for as long as the gifts are received and for the useful life of the fund, and the amount of the annual contribution must be greater than or approximate to the amount that would be annually distributed if the total gifts were endowed. If donations become inadequate to support the designated purpose, the designation will be discontinued.
- H. Unless specifically approved by the Board in its discretion, when considering gifts in which a physical facility, part of a facility, college, school, department, program, or unit will be named, no credit or consideration will be given to past gifts or contributions unless the past gifts or contributions relate directly to the naming opportunity.

# V. Acceptance of Gifts

- A. In order to protect the donor and the University, gifts must be accepted either by the Board or by its duly authorized personnel.
- B. The following categories of gifts must be recommended by the Chancellor and President and approved by formal resolution of the Board:
  - 1. Gifts to establish new endowments. Gifts to create endowments must comply with the minimum standards set forth herein, and investment of endowment funds must comply with Board Rule 404.
  - 2. All named gifts, including gifts conditioned on the naming of a facility, part of a facility, college, school, department, program or unit.
  - 3. Gifts restricted as to investments.
  - 4. Gifts of real property or an interest therein.
  - 5. Gifts of undivided interests.
  - 6. Gift-sales or gifts subject to any encumbrance.
  - 7. Gifts of non-publicly traded stock or otherwise of ownership, membership, or partnership interests for which there is not a ready market, regardless of whether such interests are passive.

8. Gifts which, because of their unusual nature, either present a potential detriment, financial or otherwise, or a serious question as to whether they are within the role and scope of the campuses.

The gifts described in B.1. through B.8. shall be forwarded to the Chancellor for recommendation to the Board or the Executive Committee. If prospective gifts requiring acceptance by the Board appear to contain difficult, unusual, or unique aspects so that ultimate Board acceptance is in question, development officers are encouraged to counsel with the campus Vice President for Advancement to assure that the objectives of both the prospective donor and the Board will be met.

- C. The Executive Committee of the Board may act upon gift recommendations so long as the request for Board approval is submitted by the appropriate recommending body of the institution (which should generally include the President, Chief Development Officer, Chief Financial Officer, Legal Counsel, and other appropriate party/department associated with the gift, i.e. Dean or Athletic Director), and is accompanied by a statement of a 'compelling reason' for consideration prior to the next Board meeting. After receipt of a properly submitted request for action prior to the next Board meeting, the submittal will be reviewed within five (5) business days, after which, in the discretion of the Pro tem, the Executive Committee may convene a meeting to consider the gift recommendation, or the gift recommendation may be considered and approved through the Board Rule's signature process.
- D. The Chancellor or the Presidents, or their designated representatives, shall have full authority to accept all gifts not described in paragraph B above, including charitable remainder or lead trusts. Charitable lead trusts, unitrusts, and annuity trusts will be administered in a manner consistent with Internal Revenue Service regulations and the laws of the State of Alabama.

# VI. Fundraising Campaigns

A. Significant, multi-year comprehensive fundraising campaigns or initiatives proposed by the campuses must first be submitted to the Chancellor and the Board for information and approval. A significant, multi-year comprehensive fundraising campaign or initiative is defined as follows:

A major institutional fundraising effort conducted over two or more years which is designed to meet multiple campus needs or priorities and which has a goal of at least \$100 million.

B. Other fundraising campaigns or initiatives conducted by the campuses which have a goal of at least \$10 million but less than \$100 million will be presented to the Board for informational purposes.

- C. Significant, multi-year comprehensive fundraising campaign plans shall be prepared in accordance with the common and best practices of the professional field of fundraising, and the campuses are encouraged to share these plans with the other campuses for informational purposes at the same time they are submitted to the Chancellor's Office for review and approval by the Board.
- D. In the event that one of the System institutions wishes to undertake any plan of fundraising in which a specific building or definable portions of a specific building would be proposed for naming opportunities, the Board may approve such plan in its entirety in advance.
  - a. By such approval the Board does not intend to preapprove any particular naming. Rather, in such instances, all proposed namings resulting from the fundraising efforts shall be conditioned on Board approval, and shall be submitted to the Chancellor and the Board for approval in compliance with this Rule 411.
  - b. Such plans of fundraising shall include (1) each space or definable portion of a building to be named; (2) The proposed value of the naming opportunity; and (3) The documentation and calculations necessary to demonstrate that the naming opportunity is in compliance with this Rule 411.
  - c. If a space or definable portion of a building has a change in cost or size that is justified after the Board has approved the project, then the naming will still be allowed as long as the original amount gifted complied with Board Rule 411 at the time of the naming.
  - d. Board-approved lists of naming opportunities shall become void and of no effect after three (3) years of original Board approval unless it has been resubmitted and reviewed by the Honorary Degrees and Recognition Committee.

Each foundation which provides financial support to the campuses, divisions, and/or programs of The University of Alabama System is requested to provide, to the campus through which it is affiliated, the information necessary for the report.

In addition to the presentation of the reports listed in subsection A of this Rule, the Chancellor may, if he or she deems advisable, consolidate the reports into an annual report for presentation to the Board.

# VII. Quasi-Endowments

Unlike pure endowments, which are created with third-party funds and must be invested in perpetuity, quasi-endowments are endowments created with institutional funds and may be unwound at the Board's discretion. The Board generally disfavors the creation of quasi-endowments but recognizes there are unique circumstances for doing so, such as when a

donor has requested a matching gift.<sup>1</sup> Additionally, accumulated unspent earnings from a pure endowment may be used to create a related quasi-endowment, the annual earnings from which could be used together with the annual earnings from the pure endowment to enhance the amount of funds used annually for a particular purpose. In no event, however, should a quasi-endowment be created that is unrelated to an existing pure endowment.

# VIII. Acknowledgment of Gifts by Board

The Board at its discretion may adopt a resolution expressing appreciation to any donor recommended by the Chancellor, the President of a campus, or any member of the Board. All such gifts shall be promptly reported to the Chancellor for inclusion on the agenda of the next Board meeting.

# IX. Waiver of Board Rule

Upon recommendation of the campus President and Chancellor, the Board may approve such exceptions to the minimum standards and conditions of this Rule, as the Board deems appropriate.

# X. Amending, Removing, or Withdrawing any Naming

Notwithstanding anything herein regarding the naming of any endowment, physical facility, part of a facility, building, college, school, department, program, or unit, or anything whatsoever, The Board of Trustees of The University of Alabama, in its sole discretion, may amend, remove, or withdraw any naming, at any time and for any reason.

(Minimum Standards, Acceptance, and Reporting of Gifts adopted May 13, 1978 as Rule 440; amended September 22, 1979. Minimum Standards, Acceptance, and Reporting of Gifts and Use of Gift Revenue adopted September 20, 1984 as Rule 440; amended March 7, 1985, June 22, 1990, and April 21, 1995. Amended and renumbered December 5, 1997; September 23, 2016; April 6, 2018, June 7, 2019, and June 7, 2024.)

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<sup>&</sup>lt;sup>1</sup> For example, to create an endowed Chair, which can only be created with \$1,000,000 or more, a donor could donate \$500,000 on the condition that a campus match the \$500,000 gift. The donor's \$500,000 gift is a pure endowment, and the campus matching \$500,000 gift is a quasi-endowment. A portion of the earnings — determined by the applicable spending rate — from both gifts are used together to fund the endowed Chair.

# THE UNIVERSITY OF ALABAMA®

# Naming Opportunities in the Golf Practice Facility

Description	Area (Sq Ft)	Cost per Sq Ft	Cost	33%	Recommended
Golf Complex	7,1 <b>43,8</b> 40	\$3.76	\$26,860,838	\$8,864,077	\$9,000,000
Golf House	25,000	\$408.50	\$10,212,500	\$3,370,125	<b>\$3,4</b> 00,000
Entrance Road	113,587	\$12.50	\$1,419,838	\$468,546	\$2,500,000
Golf Course	<b>4,947,1</b> 09	\$1.00	\$4,947,109	\$1,632,546	\$2,500,000
Men's Golf Wing	5,400	\$125.00	\$675,000	\$222,750	\$500,000
Women's Golf Wing	5,500	\$125.00	\$687,500	\$226,875	\$500,000
Alabama Golf Heritage Hall	1,820	\$180.00	<b>\$327,</b> 600	\$108,108	\$500,000
Practice Putting Green	56,151	\$10.00	\$561,510	\$185,298	\$250,000
Practice Range Grounds	834,329	\$3.00	\$2,502,987	\$825,986	\$850,000

The University of Alabama Proposed Named Spaces for Board Approval Golf Practice Facility June 6-7, 2024 Board Meeting



Donor Name	Pledge Amount	Gift/Pledge Date	Amount Paid to Date*	Percent Paid to Date	Date for Gift/Pledge Completion	Name of Space	BOT Approved Minimum
Mr. and Mrs. Charles A. Eldson	\$5,000,000	12/1/2022	\$3,364,607	67%	1/31/2027	Eidson Family Golf Course	\$2,500,000
David and Melissa Simmons Family Foundation	<b>\$2,500,000</b>	10/21/2022	\$1,842,433	74%	12/31/2029	Simmons Family Golf House	\$3,400,000

<sup>\*</sup>Amount paid to date is as of April 14, 2024

#### Naming Opportunities for Board Approval

#### 2/4/2024

Bosheit Building 4th Floor

DOMES BEIDE STATE OF THE PROPERTY OF THE PROPE								
				Construction	50%	39%	Proposed Naming	
Space Type/Name	Room Number	Square Footage	Cost Per Square Foot	Cost	Pricing	Pricing	Price	
Lounge	460	673	\$ 269.38	\$ 181,292.	4 \$ 90,646.37	\$ 59,826.60	5 191,292.74	
Meeting Room	469	104	\$ 269 38	\$ 28,015	2 \$ 14,007.76	\$ 9,245.12	5 10,000.00	
Office	470	266	\$ 269.38	\$ 71,655 0	B \$ 35,827.54	9 23,646.18	5 71,655.08	
Conference Room	445	471	\$ 269.38	\$ 126,877 9	B \$ 63.43B 99	\$ 41,869.73	\$ 41,869.73	
Add on to conference room	445A	216	\$ 269.38	\$ 58,1860	8 \$ 29,093.04	\$ 19,201.41	\$ 29,000.00	
Lactation Room	458	54	\$ 269.38	\$ 14,546.5	2 \$ 7,273 26	\$ 4,800 35	\$ 8,000.00	

#### 302. Compensation Policy

#### Purpose, Objectives, and Scope

The Compensation Committee of the Board of Trustees ("Committee") has a role in assisting the Chancellor and Presidents from the outset to plan and implement compensation arrangements for employees at the University of Alabama System Office ("System Office") and the three campuses ("Campuses") in specific positions and groups of positions—who are paid—in whole or in part, from public-lunds. This role includes, but is not limited to, input into the roles, duties, and responsibilities of senior leadership positions; position specifications and necessary qualifications; compensation strategy and comparative data; transition plans; and any other matter assigned to the Committee by the President Pro Tempore ("Protein"). This role also relates to the development of extraordinary or unusual employee compensation packages, as discussed in this Rule. The Committee's early involvement is required in order to insure the integrity of the compensation programs for the System.

#### System Office and Campus Employees Covered by Rule

- The following individuals are subject to the requirements of this Rule (hereinafter, a "Covered Employee"):
  - Chancellor, Vice Chancellors, Presidents, Vice Presidents, Provosts, General Counsel, and Board Scorctary;
  - 2. Any individual whose total annual earnings exceed \$450,000;
  - Any individual who receives a unique benefit or payment which is not generally available to all regular faculty and staff; and
  - 4. Any other individual that the Committee designates in writing.
- b. No offer of compensation to a Covered Employee shall be effective or binding without the prior approval of the Committee.
- c. In addition, the Committee must approve any employment contract exceeding a total value (i.e., value over the full term of the contract) of \$450,000 as well as any modifications thereto.
- d. This Rule applies to employees who were not initially subject to this Rule on their date of hire but subsequently become Covered Employees due to a promotion, salary increase, or other reason. In those instances, the System Office or Campuses must seek Committee approval for the offer of compensation that subjects the Covered Employee to the requirements of this Rule.

e. For purposes of this Rule, "total annual earnings" does not include compensation from affiliates, related organizations, contractors, or licensees. For any Covered Employee, however, the Committee shall be informed of all compensation paid to the Covered Employee, regardless of the source of funds, through the annual report described in Section 3(e) of this Rule. The Committee shall be informed of all compensation paid to Covered Employees by the Board or its related organizations, contractors, or licensees, regardless of the source of funds.

#### Salary Adjustments

- The Committee recognizes that the System Office and Campuses typically include a merit pool percentage for salary adjustments in the annual budgets considered by the Board of Trustees.
- b. After consultation with the Committee and the President Pro TemporePro tem, the Committee Chair shall determine any salary adjustments for the Chancellor.
- c. The Chancellor shall determine any salary adjustments for the Presidents and any other Covered Employee at the System Office. The Presidents shall determine any salary adjustments for Covered Employees at the Campuses. The Committee, however, must approve any Covered Employee's salary increase including any mid-year increases or other adjustments in the preceding twelve months that would be more than two and a half times the merit pool percentage or 7.5%, whichever is greater.
- d. In extraordinary circumstances, if recommended by the Chancellor, a salary adjustment in excess of the limits set out in Section 3(e) may be approved by unanimous written consent of the members of the Executive Committee and the Committee Chair without the necessity of a meeting, but such action shall be reported to the Board of Trustees for ratification at the next scheduled meeting.
- e. The System Office Human Resources Department shall report annually to the Committee the total compensation of all Covered Employees, regardless of the source of funds. Additionally, the Committee shall be advised at least two weeks in advance of any proposed salary adjustment for a Covered Employee. Regardless of the amount of the salary adjustment, the Committee shall be advised in advance of any proposed salary adjustments for a Covered Employee. All salary adjustments for a Covered Employee also shall be reported annually to the System Office Human Resources Department.

#### 4. Executive Searches

 With respect to searches for Vice Presidents, Provosts, or any other individual that the Committee designates in writing, the following approval process applies:

Stage 1: The President shall submit to the Chancellor a request to initiate a search, The search shall not begin prior to approval of the Chancellor, who shall consult with the Committee Chair, Pro tem, and Chair of any other relevant Committee as identified by the Pro tem, which shall not begin prior to the Chancellor's approval. This The request should include at least the following information:

- The proposed position title, and, for a new position, justification for the new position and expected salary range.
- For an existing position, the name and final base salary of the former employee holding the position.

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- Whether a search firm will be utilized and the method by which the search firm will be selected.
- If a search committee will be used, the anticipated representation of the members of the search committee by department/school who will serve on the committee.

Stage 2: When finalists are identified and prior to an offer being made, the Stage 1 submission will be updated to include the following:

- Market data and salary consideration bearing a proper and reasonable relationship to compensation for administrators with similar responsibility at similar institutions, including the UA System.
  - The proposed target base salary, and relevant internal, UA System, or other external comparison data.
  - Any extraordinary compensation, including deferred and/or supplemental compensation or benefits.
- Any other perquisites such as relocation allowances, car allowances, spousal support, or other allowances.
- 3. When time is of the essence, Stage 1 and 2 may be submitted concurrently, however, any exceptions to this two-stage process must be preapproved in advance by the Chancellor, after consultation and agreement by the Committee Chair, Pro tem, and Chair of any other relevant Committee. Such an exception may be applied to a specific position or a category of positions.

#### UAB Medicine Enterprise

This Rule does not apply to employees in the UAB Medicine Enterprise and UAB Health System, which have their own respective internal compensation approval processes. In the limited instances when such an employee's compensation is funded, or is to be funded, Formatted: Indent: Left: 0.5", No bullets or

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with \$450,000 or greater with public funds, however, the employee's total annual earnings shall be reported annually to the System Office Human Resources Department, which will in turn report the total annual earnings to the Committee.

#### 6.5. Salary Ranges

The System Office shall develop and maintain salary ranges for the Covered Employees listed in Section 2(a)(1) of this Rule. The Presidents shall develop and maintain salary ranges for all other employees on their respective Campuses. The structure of the salary ranges, together with reporting requirements, are more fully set forth below.

#### a. Faculty

The Presidents shall maintain faculty salary ranges by faculty rank, broad discipline category, and campus and report the ranges annually to the System Office of Academic and Student Affairs.

In arriving at faculty salary ranges, the Presidents shall give due consideration to faculty salary data developed by various groups in higher education. Some of the surveys and studies used and cited frequently are those of the Southern Universities Group, the American Association of University Professors, the Southern Regional Education Board, and the Higher Education General Information Survey. This list is not intended to be exhaustive but rather serves as an example of information that would be used to review the relationship of the salary ranges on each campus to other similar institutions and groups.

#### b. Academic Deans

The Presidents shall maintain salary ranges for the academic deans and report the ranges annually to the System Office of Academic and Student Affairs. In comparing these ranges to the general practices of higher education, the Presidents may use surveys of the institution's peer institutions or other appropriate comparators, studies such as those published annually by the College and University Personnel Association, or other appropriate studies which may be developed.

#### c. Administrative and Professional Staff

The Presidents shall maintain salary ranges indicating a minimum and maximum for each position authorized and report the ranges annually to the System Office Human Resources Department. In comparing these ranges to the general practices of higher education, the Presidents may use surveys of the institution's peer institutions or other appropriate comparators, studies such as those published annually by the College and University Personnel Association, or other appropriate studies which may be developed.

#### d. Non-Exempt Staff

The President of each campus shall establish and maintain the salary ranges or scales for each job classification included in this group and report the ranges annually to the System Office Human Resources Department. Salary ranges for these positions shall give due consideration to local and/or regional job market information.

#### Annual Review of Benefit Policies

The Chancellor will annually review the fringe benefit policies and other aspects of the System and campus compensation program and make recommendations to the Committee that the Chancellor deems appropriate.

#### 87.: Extraordinary Circumstances

In extraordinary circumstances, the Chancellor - after consultation with the Committee Chair, Pro tem, and Chair of any other relevant Committee as identified by the Pro tem — may approve the execution of an employment contract without prior approval of the Compensation Committee. Any such employment contract must be approved by the Compensation Committee within ninety days of execution. Failure to obtain Compensation Committee approval within the ninety-day timeframe terminates the employment contract.

(Adopted November 30, 1977 as Committee Guideline and Rule 350; amended August 23, 1978, April 19, 1996, June 27, 1997; amended and renumbered December 5, 1997; amended December 4, 1998, September 17, 1999, February 4, 2005, November 14, 2008, June 7, 2019, and November 5, 2021, and June 7, 2024.)

# 302. Compensation Policy

# 1. Purpose, Objectives, and Scope

The Compensation Committee of the Board of Trustees ("Committee") has a role in assisting the Chancellor and Presidents from the outset to plan and implement compensation arrangements for employees at the University of Alabama System Office ("System Office") and the three campuses ("Campuses") in specific positions and groups of positions. This role includes, but is not limited to, input into the roles, duties, and responsibilities of senior leadership positions; position specifications and necessary qualifications; compensation strategy and comparative data; transition plans; and any other matter assigned to the Committee by the President Pro Tempore ("Pro tem"). This role also relates to the development of extraordinary or unusual employee compensation packages, as discussed in this Rule. The Committee's early involvement is required in order to insure the integrity of the compensation programs for the System.

# 2. System Office and Campus Employees Covered by Rule

- a. The following individuals are subject to the requirements of this Rule (hereinafter, a "Covered Employee"):
  - 1. Chancellor, Vice Chancellors, Presidents, Vice Presidents, Provosts, General Counsel, and Board Secretary;
  - 2. Any individual whose total annual earnings exceed \$450,000;
  - 3. Any individual who receives a unique benefit or payment which is not generally available to all regular faculty and staff; and
  - 4. Any other individual that the Committee designates in writing.
- b. No offer of compensation to a Covered Employee shall be effective or binding without the prior approval of the Committee.
- c. In addition, the Committee must approve any employment contract exceeding a total value (i.e., value over the full term of the contract) of \$450,000 as well as any modifications thereto.
- d. This Rule applies to employees who were not initially subject to this Rule on their date of hire but subsequently become Covered Employees due to a promotion, salary increase, or other reason. In those instances, the System Office or Campuses must seek Committee approval for the offer of compensation that subjects the Covered Employee to the requirements of this Rule.
- e. For purposes of this Rule, "total annual earnings" does not include compensation from affiliates, related organizations, contractors, or licensees. For any Covered Employee,

however, the Committee shall be informed of all compensation paid to the Covered Employee, regardless of the source of funds, through the annual report described in Section 3(e) of this Rule.

#### 3. Salary Adjustments

- a. The Committee recognizes that the System Office and Campuses typically include a merit pool percentage for salary adjustments in the annual budgets considered by the Board of Trustees.
- b. After consultation with the Committee and the Pro tem, the Committee Chair shall determine any salary adjustments for the Chancellor.
- c. The Chancellor shall determine any salary adjustments for the Presidents and any other Covered Employee at the System Office. The Presidents shall determine any salary adjustments for Covered Employees at the Campuses. The Committee, however, must approve any Covered Employee's salary increase including any mid-year increases or other adjustments in the preceding twelve months that would be more than two and a half times the merit pool percentage or 7.5%, whichever is greater.
- d. In extraordinary circumstances, if recommended by the Chancellor, a salary adjustment in excess of the limits set out in Section 3(c) may be approved by unanimous written consent of the members of the Executive Committee and the Committee Chair without the necessity of a meeting, but such action shall be reported to the Board of Trustees for ratification at the next scheduled meeting.
- e. The System Office Human Resources Department shall report annually to the Committee the total compensation of all Covered Employees, regardless of the source of funds. Additionally, the Committee shall be advised at least two weeks in advance of any proposed salary adjustment for a Covered Employee.

#### 4. <u>Executive Searches</u>

a. With respect to searches for Vice Presidents, Provosts, or any other individual that the Committee designates in writing, the following approval process applies:

Stage 1: The President shall submit to the Chancellor a request to initiate a search. The search shall not begin prior to approval of the Chancellor, who shall consult with the Committee Chair, Pro tem, and Chair of any other relevant Committee as identified by the Pro tem. The request should include at least the following information:

1. The proposed position title, and, for a new position, justification for the new position and expected salary range.

- 2. For an existing position, the name and final base salary of the former employee holding the position.
- 3. Whether a search firm will be utilized and the method by which the search firm will be selected.
- If a search committee will be used, the anticipated representation of the members of the search committee by department/school who will serve on the committee.

Stage 2: When finalists are identified and prior to an offer being made, the Stage 1 submission will be updated to include the following:

- Market data and salary consideration bearing a proper and reasonable relationship to compensation for administrators with similar responsibility at similar institutions, including the UA System.
  - i. The proposed target base salary, and relevant internal, UA System, or other external comparison data.
  - ii. Any extraordinary compensation, including deferred and/or supplemental compensation or benefits.
- 2. Any other perquisites such as relocation allowances, car allowances, spousal support, or other allowances.
- 3. When time is of the essence, Stage 1 and 2 may be submitted concurrently, however, any exceptions to this two-stage process must be preapproved in advance by the Chancellor, after consultation and agreement by the Committee Chair, Pro tem, and Chair of any other relevant Committee. Such an exception may be applied to a specific position or a category of positions.

# Salary Ranges

The System Office shall develop and maintain salary ranges for the Covered Employees listed in Section 2(a)(1) of this Rule. The Presidents shall develop and maintain salary ranges for all other employees on their respective Campuses. The structure of the salary ranges, together with reporting requirements, are more fully set forth below.

#### a. Faculty

The Presidents shall maintain faculty salary ranges by faculty rank, broad discipline category, and campus and report the ranges annually to the System Office of Academic and Student Affairs.

In arriving at faculty salary ranges, the Presidents shall give due consideration to faculty salary data developed by various groups in higher education. Some of the surveys and studies used and cited frequently are those of the Southern Universities Group, the American Association of University Professors, the Southern Regional Education Board, and the Higher Education General Information Survey. This list is not intended to be exhaustive but rather serves as an example of information that would be used to review the relationship of the salary ranges on each campus to other similar institutions and groups.

# b. Academic Deans

The Presidents shall maintain salary ranges for the academic deans and report the ranges annually to the System Office of Academic and Student Affairs. In comparing these ranges to the general practices of higher education, the Presidents may use surveys of the institution's peer institutions or other appropriate comparators, studies such as those published annually by the College and University Personnel Association, or other appropriate studies which may be developed.

#### c. Administrative and Professional Staff

The Presidents shall maintain salary ranges indicating a minimum and maximum for each position authorized and report the ranges annually to the System Office Human Resources Department. In comparing these ranges to the general practices of higher education, the Presidents may use surveys of the institution's peer institutions or other appropriate comparators, studies such as those published annually by the College and University Personnel Association, or other appropriate studies which may be developed.

# d. Non-Exempt Staff

The President of each campus shall establish and maintain the salary ranges or scales for each job classification included in this group and report the ranges annually to the System Office Human Resources Department. Salary ranges for these positions shall give due consideration to local and/or regional job market information.

# 6. <u>Annual Review of Benefit Policies</u>

The Chancellor will annually review the fringe benefit policies and other aspects of the System and campus compensation program and make recommendations to the Committee that the Chancellor deems appropriate.

# 7. Extraordinary Circumstances

In extraordinary circumstances, the Chancellor – after consultation with the Committee Chair, Pro tem, and Chair of any other relevant Committee as identified by the Pro tem – may approve the execution of an employment contract without prior approval of the Compensation Committee. Any such employment contract must be approved by the Compensation Committee within ninety days of execution. Failure to obtain Compensation Committee approval within the ninety-day timeframe terminates the employment contract.

(Adopted November 30, 1977 as Committee Guideline and Rule 350; amended August 23, 1978, April 19, 1996, June 27, 1997; amended and renumbered December 5, 1997; amended December 4, 1998, September 17, 1999, February 4, 2005, November 14, 2008, June 7, 2019, November 5, 2021, and June 7, 2024.)