NJIT BOARD OF TRUSTEES
PUBLIC SESSION MEETING

Thursday, April 1, 2021

PLEASE BRING TO MEETING
Vision
To be a preeminent public polytechnic research university with local and global impact.

Mission
NJIT, the state’s public polytechnic research university, is committed to excellence and global impact through:

- Education—preparing diverse students for positions of leadership as professionals and as citizens through innovative curricula, committed faculty, and expansive learning opportunities
- Research—advancing knowledge to address issues of local, national, and global importance with an emphasis on high impact basic, applied, and transdisciplinary scholarship
- Economic development—anticipating the needs of business, government, and civic organizations to foster growth, innovation, and entrepreneurship
- Engagement—applying our expertise to build partnerships, serve our community, and benefit society as a whole

These four elements guide NJIT in contributing solutions for the grand challenges of the future and improving the quality of life today.

Core Values
Our core values reflect our beliefs, guide our behavior, shape our culture, and in so doing establish a sense of community, common purpose, and student focus.

Excellence
We innovate in the pursuit of excellence in all that we do and continue to improve in order to meet and sustain the highest standards of performance.

Integrity
We are honest and ethical in all we do, keep our promises, and acknowledge our mistakes.

Civility
We treat each other with respect and with dignity.

Sustainability
We develop responsibly and respect the needs of future generations.

Social Responsibility
We pride ourselves on engagement and partnerships to enhance the communities in which we live.

Diversity
We celebrate the inclusiveness of our university community and are sensitive to cultural and personal differences. We do not tolerate discrimination in any form.

Communication
We strive to share information and understand each other’s perspectives.
Call to Order

Attendance / Quorum

I. Notice of Meeting to Public (Statement to be read by the Chair, a requirement of the NJ Open Public Meeting Act) [pg. 4]

II. Minutes (Approve minutes of the February 11, 2021 meeting of the Board of Trustees) [pg. 6]

III. Public Comments

IV. Action Items
   A. Approve Resolution for 2021 Honorary Degree Recipients [pg. 13]
   B. Approve Resolution to Award Emeritus Status to Trustee Lawrence Raia [pg. 18]
   C. Approve Resolution for the MFA in Digital Design [pg. 22]
   D. Approve Resolution for the MS in Digital Design [pg. 25]
   E. Approve Resolution for Tatweer Branch Campus Agreement [pg. 29]
   F. Approve Resolution for 10 Year Lease Amendment for Space to Expand the NJIT at Jersey City Facility [pg. 69]
   G. Approve Resolution to Award a General Construction Contract for the Renovations & Improvements at the Microfabrication Innovation Center, Phases 2 & 3 [pg. 73]
   H. Approve Resolution for Presidential Search Committee [pg. 77]
   I. Approve Resolution for the Execution of a Ground Lease, Facility Lease and Property Management Agreement Supporting a Public Private Partnership with CHF-Newark, LLC for the Purposes of Constructing a Residence Hall and Parking on University Property [pg. 81]
   J. Approve Resolution to Award of the General Construction Contract for the Renovations & Improvements at Cullimore Lecture Hall #1 [pg. 89]
   K. Approve Resolution for Faculty Appointment with Tenure [pg. 92]

V. Reports
   A. President’s Report (J. Bloom) [pg. 95]
   B. Report from Alumni Association (Alumni President - Ralph Jimenez ’02) [pg. 104]
   C. Report of FY2021 Fundraising Progress to Date (K. Alexo) [pg. 108]
   D. Monthly Financial Status Report as of February 28, 2021 (E. Bishof) [pg. 119]
   E. Report of Clery Crime Data (A. Christ) [pg. 121]
   F. NJIT Commencement 2021 (F. Deek) [pg. 125]
   G. Report of Upcoming Calendar of Events (R. Cohen) [pg. 129]

VI. Announcement of Next Meeting [pg. 132]
   A. Chair to read resolution regarding Closed Session to discuss Personnel, Legal, Real Estate and Contract Matters to be held on Thursday, June 10, 2021, 1:00 PM, Central King Building, Agile Strategy Lab.*

   Announce next public meeting: Thursday, June 10, 2021, 4:00 PM, Central King Building, Agile Strategy Lab.*

Adjourn Public Meeting

*Subject to Board ratification
I. NOTICE OF MEETING TO PUBLIC (STATEMENT TO BE READ BY THE CHAIR, A REQUIREMENT OF THE NJ OPEN PUBLIC MEETING ACT)
“NOTICE OF THIS MEETING WAS PROVIDED TO THE PUBLIC AS REQUIRED BY THE NEW JERSEY PUBLIC MEETING ACT, WHICH WAS MAILED AND SENT ELECTRONICALLY TO THE STAR LEDGER, THE HERALD NEWS, AND THE VECTOR ON MARCH 22, 2021 AND POSTED ON THE UNIVERSITY WEBSITE. THIS SCHEDULE WAS ALSO MAILED AND SENT ELECTRONICALLY TO THE COUNTY CLERK ON MARCH 22, 2021 FOR FILING WITH THAT OFFICE AND POSTING IN SUCH PUBLIC PLACE AS DESIGNATED BY SAID CLERK.”
II. MINUTES - FEBRUARY 11, 2021 MEETING OF THE BOARD OF TRUSTEES
NEW JERSEY INSTITUTE OF TECHNOLOGY
BOARD OF TRUSTEES
MINUTES OF PUBLIC MEETING
February 11, 2021 (DRAFT)

The meeting was called to order by Chair Cohen at 4:18 p.m. at the Agile Strategy Lab, Central King Building, as well as by electronic means through a dedicated WebEx meeting line which was publicly advertised. In attendance were: Chair Cohen, Vice-Chairs Clayton (by WebEx), DeNichilo, Montalto (by WebEx) and Taylor, and Board Members Baynes, Cistaro, Dahms (by WebEx), Hu (by WebEx), Raia, Stamatis and Toft (by WebEx). Absent: Board Member Maser.

Senior Administration Present: In attendance were President Bloom, Provost and Sr. Executive Vice President Deek, Sr. Vice President and Treasurer Bishof, Sr. Vice President Christ, Vice Presidents Alexo, McLeod and Nynens, Dean Boger, Chief Strategy Officer Golden and Vice President and Secretary Stern (all in person).

1. In accordance with the New Jersey Open Public Meetings Act, Chair Cohen read the following statement:

“Notice of this Meeting was provided to the public as required by the New Jersey Open Public Meeting Act, in the Schedule of Meeting Dates of the Board of Trustees of the New Jersey Institute of Technology which was sent electronically to the Star Ledger, the Herald News and the Vector on January 29, 2021, and posted on the University website on January 29, 2021 for filing with that office and posting in such public place as designated by said Clerk.”

2. Public Comments:

Secretary Stern noted that there was no one from the public registered to speak.

3. By a motion duly made by Mr. Raia, seconded by Ms. Montalto and unanimously approved, the Board approved the public minutes of the meeting of November 12, 2020.

4. BY A MOTION DULY MADE BY DR. BAYNES, SECONDED BY MR. CISTARO AND UNANIMously APPROVED, the BOARD voted to adopt the RESOLUTION FOR FY20 AUDITED FINANCIAL STATEMENT.

5. BY A MOTION DULY MADE BY MS. CLAYTON, SECONDED BY MR. HU AND UNANIMously APPROVED the BOARD voted to adopt the RESOLUTION AWARD CHANGE ORDER TO THE GENERAL CONSTRUCTION CONTRACT FOR THE GREEN AT UNIVERSITY PARK AND HAZARDOUS MATERIAL MITIGATION.

6. BY A MOTION DULY MADE BY MR. DAHMS, SECONDED BY MR. HU AND UNANIMously APPROVED the BOARD voted to adopt the RESOLUTION TO AUTHORIZE EXPENDITURES TO OMEGA ENVIRONMENTAL SERVICES, INC. FOR ENVIRONMENTAL MONITORING.
7. BY A MOTION DULY MADE BY MR. CISTARO, SECONDED BY MS. CLAYTON AND UNANIMOUSLY APPROVED, the BOARD voted to adopt the RESOLUTION FOR NEW BS IN DATA SCIENCE PROGRAM.

8. BY A MOTION DULY MADE BY DIANE MONTALTO, SECONDED BY MS. CLAYTON AND UNANIMOUSLY APPROVED, the BOARD voted to adopt the RESOLUTION FOR A RENEWAL AGREEMENT WITH ELSEVIER B.V.

9. The Board agreed to carry the RESOLUTION FOR 2021 HONORARY DOCTORATE RECEPIENTS to the following Board of Trustees meeting.

10. BY A MOTION DULY MADE BY MS. CLAYTON, SECONDED BY MR. STAMATIS AND UNANIMOUSLY APPROVED the BOARD voted to adopt the RESOLUTION TO AUTHORIZE EXCLUSIVE LICENSE OF UNIVERSITY INTELLECTUAL PROPERTY.

11. **President’s Report:**

Dr. Bloom gave a brief report to the Board. We opened the Spring semester under challenging circumstances. The enrollment is the largest Spring semester to date, and Dr. Bloom gave kudos to all involved. This will help us in our efforts to build the budget, along with CARES-Act funding, which we worked expeditiously to distribute. We received full State funding in quarters 2 through 4, and we have engaged in outstanding cash management, as well as grow our endowment. If everything stays as is in terms of budgetary assumptions, we can get through the rest of this fiscal year without asking for additional employee givebacks. We will assess the vectors going forward. We are asking the State for supplemental funding, and a lifting of our current FTE cap. External research awards are about even with the prior year, and we may end up being a little ahead. We heard an in-depth report in the Closed Session regarding CRR. The Mueller’s building is in the process of coming down; it was a health and safety concern. Our fundraising is comparable to last year’s levels; this is a challenging environment for fundraising. Overall, considering the challenges, we are doing well. Because of COVID-19 concerns, we got off to a slower start this semester. We were online only for the first two weeks, followed by continued virtual teaching for 2 days due to the snowstorm. Yesterday we had a positive outcome in our discussions with University Hospital to provide vaccinations for faculty and instructional staff. After this population gets vaccinated, we will work to provide vaccination opportunities for non-instructional staff. This has been a team effort, and Dr. Bloom thanked the administrators in the room for their efforts.

12. **Faculty Senate Report:** Dr. Denis Blackmore, President of the Faculty Senate, gave a presentation to the Board of Trustees. His presentation reflects the input of Faculty Senate Executive Committee members Dr. Ellen Thomas, Dr. Tony Rosato, Dr. David Hornthrop and Dr. Usman Rosan. He spoke of the synergistic shared governance structure at the university, stating that while the essence of the university is its faculty, they represent all constituents. He had productive meetings with Chair Cohen, who met with the Faculty Senate and the Faculty Senate Executive Committee. They are both interested in what is best for NJIT. Additionally, there have been numerous meetings with President Bloom, monthly meeting with Dr. Deek and Mr. Bishof, as well as meetings with Mr. Christ, the Deans and the Registrar. He extended a welcome to the new Trustees. He gave a presentation with an overview, focusing on dealing
with the impacts of COVID-19, the improved relationship with the Board of Trustees, precedents, the Presidential Search, OARS notification, the new TAC program (teaching assignment criteria) and surveys. In the near future, the Faculty Senate will focus on COVID-19 impacts, the Presidential Search, Faculty Handbook additions, Strategic Plans and the evaluation of administrators (which was delayed due to COVID-19). He discussed some recommendations. There is fear and anxiety among the faculty as a result of the pandemic; the Faculty Senate needs to be a calming influence. They have had many meetings, which were heated at times. He commended the Faculty Senate leadership and the administration for their open communication about the significant steps to ensure safety, and the Faculty Senate leadership facilitated that communication.

He spoke of the improved relationship with the Board of Trustees, pointing to the agreement reached with respect to Presidential Search guidelines. They agreed on what was important and how to achieve it. He commended Chair Cohen for his presentation to the Faculty Senate, which he stated was a first. They sense that the Board is committed to working together. He also discussed new programs, including the BS in Data Science, Financial Technology and the BS in Biology and Health.

With regard to current and prospective projects, COVID-19 remains a concern, but we have done well and managed to “lower the temperature.” He commended Mr. Christ’s “COVID warriors” for implementing strategies that kept faculty and students safe. These are remarkable accomplishments. The Presidential search is in the quiet stage, as they work on nominations for the search committee, and work on the presidential profile. There are some additions and revisions they seek to the Faculty Handbook. There is no policy in the Handbook for nominating Search Committee members. They are also working on proposed guidelines for the role of Deans in the faculty hiring process.

Dr. Blackmore pointed to a joint Faculty Senate/PSA memorandum advocating a proposal to eliminate salary inequities. Summarizing the near future activities, Dr. Blackmore focused on COVID-19 response, the Presidential Search, the Strategic Plan, Handbook Revisions and procedures for the Evaluation of Administrators by faculty. They also recommended that the Presidential search timeline be reduced by three months.

Chair Cohen commended the work of the Faculty, and stated that we look forward to an outstanding partnership, as we all hope for the same thing. He stated that the Board will live up to a level of accountability and transparency.

13. **Report from the Student Senate:** Anuj Patel gave a report on behalf of the Student Senate. He first addressed their budget, which was about $358,000 for the Fall semester and $300,000 for the Spring semester. They had to curb expectations for student activity because of COVID-19. As such, they gave a refund of $20 to all students for the reduction in student activities and the students were appreciative. They have a proposal to spend $25,000 to erect an outdoor tent, so students can gather safely outdoors. They also have a proposal to spend $3,000 for a reusable bag proposal from GDS, for student food. Another proposal discussed relates to an open educational resources textbook for general education classes. They are looking at outdoor seating and a firepit proposal, also for outdoor student activities. Another proposal considered is installing menstrual product dispensers in bathrooms throughout campus in order to provide
products for free for students. There is a proposal to spend $17,000 for Black History Month activities and programs.

Mr. Patel discussed the academic affairs co-op resolution aimed at standardizing the curriculum. They are working with the administration on pass/fail options, which were appreciated during the pandemic. They are also reviewing syllabi to ensure they are comparable between courses and students. Regarding course evaluation usage, they are reaching out to other universities for comparison. They are also looking to standardize tutoring. There are 100-plus student organizations, and they are looking to standardize structures. In support of public relations, they are working on a 1000-shirt giveaway with Athletics, to increase pride in NJIT. They are also exploring mental health and wellness events (yoga, arts, mental health events) and potentially a food truck event. Mr. Patel invited questions from the Board. Chair Cohen asked how the student body is doing, discussing the challenges faced. Ms. Montalto commended Mr. Patel, noting that the students have an insightful perspective and she values their input greatly. Mr. Patel thanked the Board and the Administrators.

14. **Report of FY 2021 Fundraising Progress to Date:** Dr. Alexo gave a report on fundraising, calling the Board’s attention to the materials starting at p. 62 of the Board book. We are about even with our respective levels for the same time last year, so this is a positive sign. At the end of January, we closed the gap to about $7,000. The Executive Summary puts numbers in context. Dr. Alexo highlighted the fact that we have a lot of asks out, including $6 million in verbal commitments which have not been signed, but we expect that they will be booked before the end of the fiscal year. We hope to close 50% of them by 6/30/21 towards our goal of $18 million. Dr. Alexo called attention to the list of upcoming virtual events, commending his team for their efforts. There have been 7,000 views of our virtual events. The highlights include the Celebration of Hope, a virtual event occurring on March 25th to tell the NJIT story through the words of our students (including Anuj Patel). This is a fundraiser; we are looking to raise $300,000 and have $120,000 in gifts so far.

15. **Monthly Financial Status Report as of January 31, 2020:** Mr. Bishof reported that the budget for FY 21 is in good shape at this point in time. Our cash balance is strong, as are our investments, and the managed endowment.

16. **Report of Clery Crime Data:** Mr. Christ reported on the Clery Crime Data, referencing the material in the Board book. There are no significant safety issues or concerns at this time; Mr. Christ pointed to the reduced on campus population as impacting the decrease in incidents.

17. **Report of Upcoming Calendar of Events:** Chair Cohen reviewed the updated Calendar of Events in the Board material, calling the Board’s attention to the NCE Salute to Excellence (virtual). The Alumni Weekend is likely to consist of limited in-person attendance, and mostly virtual attendance. Dr. Bloom indicated that we’ll know by the end of the month whether we can conduct Commencement exercises with partial limited in-person attendance, so we can then notify the community.

18. Chair Cohen announced that the next regularly scheduled Closed Session, will be convened on April 1, 2021 at 2:00 p.m. to discuss personnel, real estate, legal and contractual matters. The following resolution was read and approved by all Trustees present:
WHEREAS, there are matters that require consideration by the Board of Trustees that qualify under the Open Public Meetings Act for discussion at a Closed Session;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees shall have a Closed Session to discuss matters involving personnel, real estate, legal and contractual matters on Thursday, April 1, 2021 at 2:00 p.m.

The next regularly scheduled Public Session of the Board will take place on Thursday, April 1, 2021 at 4:00 p.m.

15. The Public Session was adjourned at 5:11 p.m.
III. PUBLIC COMMENTS
IV. ACTION ITEMS
   A. APPROVE RESOLUTION FOR 2021 HONORARY DEGREE RECIPIENTS
STATEMENT

By awarding honorary degrees, New Jersey Institute of Technology recognizes outstanding individuals whose accomplishments are of such excellence that they provide inspiration to our graduates. Furthermore, in honoring such individuals, the university is honored as well.

Ms. Kimberly Bryant, Father Edwin Leahy, and Mr. Lawrence Raia are individuals who have displayed the level of exemplary achievement deemed worthy of the singular recognition conveyed by the conferral of an honorary degree by the university.
RESOLUTION TO AWARD HONORARY DEGREES TO KIMBERLY BRYANT, EDWIN LEAHY, AND LAWRENCE RAIA

WHEREAS by awarding honorary degrees, New Jersey Institute of Technology recognizes outstanding individuals whose accomplishments are of such excellence that they provide inspiration to our graduates, and

WHEREAS the following individuals have displayed the level of exemplary achievement deemed worthy of the singular recognition conveyed by the conferral of an honorary degree by the university, namely:

Kimberly Bryant, founder and CEO of Black Girls CODE, a non-profit organization founded in 2011 dedicated to “changing the face of technology” by introducing girls of color (ages 7-17) to the field of technology and computer science with a concentration on entrepreneurial concepts.

Ms. Bryant has been nationally recognized as a thought leader for her work to increase opportunities for women and girls in the technology industry and has received numerous awards for her work with Black Girls CODE. Kimberly has been awarded the prestigious Jefferson Award for Community Service for her work to support communities in the Bay Area, named by Business Insider on its list of “The 25 Most Influential African-Americans in Technology”, and named to The Root 100 and the Ebony Power 100 lists in 2013. Kimberly has been named one of FastCompany’s Most Creative People, and was named by the White House as a Champion of Change for her work in tech inclusion and for her focus on bridging the digital divide for girls of color. She has also received an Ingenuity Award in Social Progress from the Smithsonian Institute.

Ms. Bryant earned a degree in Electrical Engineering with a minor in Computer Science from Vanderbilt University. She focused her studies at Vanderbilt on high-voltage electronics, and early in her career, was hired by Westinghouse Electric and DuPont. Later, she transitioned from electrical engineering to biotechnology and worked for pharmaceutical companies, including Pfizer, Merck, and at Genentech and Novartis.

Father Edwin Leahy has served as the 23rd Headmaster of Saint Benedict’s Preparatory School since 1972. Having graduated from St. Benedict's Prep in 1960, he earned a B.A. in philosophy from Seton Hall University in 1968 and a Master’s in Divinity with distinction in 1975 from the Woodstock College at Union Theological Seminary, New York. In 1966 he took his first vows as a monk of the Benedictine Abbey of Newark and was ordained to the priesthood in 1972.

Father Leahy began his work at St. Benedict's Prep in 1967, teaching biology and religion and assisting with the wrestling and American football teams. Following the suspension of operations
of St. Benedict's in 1972, Father Edwin was named to direct the efforts of monks, interested parents, alumni and friends to re-open the School as soon as was feasible. Under his direction St. Benedict's re-opened in 1974 with 89 students and 14 faculty members.

St. Benedict's has now grown to 747 young men, most from African American and Hispanic backgrounds, and 51 faculty members. 98% of the school’s graduates go on to college, with the most academically talented attending such colleges as Brown, Columbia, Dartmouth, Georgetown, Holy Cross, Harvard, Notre Dame, NYU, Penn and Rutgers. In 1988, the School added a $9 million academic-athletic center, followed by a $10 million campaign for a new library and endowment funds for scholarships and teacher support. A Field House and a 60-student residence, named Leahy House, were added in 2000. St. Benedict’s has recently completed a $50 million campaign to renovate its oldest buildings and increase endowments for scholarships and teacher support.

*Lawrence Raia ‘65* has served with great distinction on the NJIT Board of Trustees for nearly a decade. Since his appointment in 2012, Mr. Raia has provided outstanding leadership and prudent counsel to Board of Trustees committees, including Building & Grounds, Campus Life, Investment, and Audit & Finance. In 2016, he became a member of the Executive Committee and recently served as Co-Vice Chair. Mr. Raia has also served as a member of the Board of Visitors for NJIT’s Newark College of Engineering since 2000.

In addition to his unwavering support as a volunteer, Mr. Raia has been among the university’s most generous benefactors, establishing the Lawrence & Elaine Raia Family Scholarship Endowment to benefit NJIT’s talented and hardworking civil engineering students and creating the “Lawrence & Elaine Raia Innovation Lab,” housed within Newark College of Engineering. In recognition of his tireless advocacy on behalf of NJIT, Mr. Raia was awarded the NCE Outstanding Alumnus Award in 2000, and received the President’s Medal for Lifetime Achievement in 2011.

An accomplished businessman, Mr. Raia spent the early years of his career at Raia Industries, a family business founded by his father in 1930 that ultimately became New Jersey’s largest ready-mix concrete producer. At its height, Raia Industries employed more than 500 people and supplied concrete, aggregates, and asphalt throughout northern New Jersey and lower New York State. The company was sold in 1987, and Mr. Raia and his brothers established Raia Properties Corporation, investing in and managing multi-family apartment complexes.

Mr. Raia received his undergraduate degree in civil engineering from NJIT’s Newark College of Engineering in 1965, earned an MBA from Fairleigh Dickinson University, and is a licensed professional engineer.
NOW THEREFORE BE IT RESOLVED that NJIT will confer upon Kimberly Bryant and Lawrence Raia the Honorary Degree of Doctorate of Science, *honoris causa*; and upon Father Edwin Leahy the Honorary Degree of Doctorate of Humane Letters, *honoris causa*, at the May 18th, 2021 NJIT Commencement Ceremony.

Holly C. Stern, Esq.
General Counsel/Vice President, Legal Affairs and
Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS

B. APPROVE RESOLUTION TO AWARD EMERITUS STATUS TO TRUSTEE LAWRENCE RAIA '65
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION ON THE LEADERSHIP AND SERVICE OF LAWRENCE A. RAIA ’65

Lawrence A. Raia ’65 has served with great distinction on the NJIT Board of Trustees for nearly a decade. Since his initial appointment in 2012, Mr. Raia has provided outstanding leadership and prudent counsel to numerous Board of Trustees committees, including Building & Grounds, Campus Life, Investment, and Audit & Finance. In 2016, he became a member of the Executive Committee and most recently served in the role of Co-Vice Chair. Mr. Raia has also served as a member of the Board of Visitors for NJIT’s Newark College of Engineering since 2000.

In addition to his unwavering support as a volunteer, Mr. Raia has been among the university’s most generous benefactors, establishing the Lawrence & Elaine Raia Family Scholarship Endowment to benefit NJIT’s talented and hardworking civil engineering students and creating the “Lawrence & Elaine Raia Innovation Lab,” which is housed within the Newark College of Engineering. In recognition of his tireless advocacy on behalf of NJIT, Mr. Raia was awarded the NCE Outstanding Alumnus Award in 2000, and received the President’s Medal for Lifetime Achievement at Celebration 2011.

An accomplished businessman, Mr. Raia spent the early years of his career working at Raia Industries, a family business founded by his father in 1930 that ultimately became New Jersey’s largest ready-mix concrete producer. At its height, Raia Industries employed more than 500 people and supplied concrete, aggregates, and asphalt throughout northern New Jersey and lower New York State. The company was sold in 1987, and Mr. Raia and his brothers went on to found Raia Properties Corporation, a family business investing in and managing multi-family apartment complexes.

Mr. Raia received his undergraduate degree in civil engineering from NJIT’s Newark College of Engineering in 1965. He went on to earn an MBA from Fairleigh Dickinson University, and his professional engineering license from New Jersey.
NEW JERSEY INSTITUTE OF TECHNOLOGY BOARD OF TRUSTEES
RESOLUTION ON THE LEADERSHIP AND SERVICE OF LAWRENCE A. RAIA ‘65

WHEREAS, LAWRENCE A. RAIA ’65, has laudably served, and brought great distinction to, New Jersey Institute of Technology, both as highly accomplished alumnus and as a member of the Board of Trustees, to which he was first elected in March 2012; and

WHEREAS, LAWRENCE A. RAIA, ’65 through his service on multiple committees of the Board of Trustees, including Buildings & Grounds, Campus Life, Audit & Finance, and, since 2016, this body’s Executive Committee, has brought to bear on the myriad issues facing New Jersey Institute of Technology outstanding leadership, prudent counsel, creativity, thoughtfulness, diligence, the valuable perspective of his rich professional experience as an engineer and business leader, and an unwavering dedication to the university’s continued growth and prosperity; and

WHEREAS, LAWRENCE A. RAIA, ’65, as Co-Vice Chair of the Board of Trustees and throughout his tenure as a Trustee, has been a leading advocate and enthusiastic ambassador for New Jersey Institute of Technology, working tirelessly with his colleagues on the Board of Trustees and the university’s administration, faculty, alumni, and others to enhance the life and reputation of NJIT; and

WHEREAS, LAWRENCE A. RAIA, ’65, together with his wife Elaine, has very generously supported New Jersey Institute of Technology through the establishment of the Lawrence & Elaine Raia Family Scholarship Endowment to benefit NJIT’s talented and hardworking civil engineering students and the creation of the “Lawrence & Elaine Raia Innovation Lab,” housed within the Newark College of Engineering at NJIT; and

WHEREAS, LAWRENCE A. RAIA, ’65 officially concludes his exemplary service as a member and Co-Vice Chair of the Board of Trustees on April 1, 2021 and will hereby be named Trustee Emeritus of the Board of Trustees; and

WHEREAS, LAWRENCE A. RAIA, ’65 will receive from New Jersey Institute of Technology a Doctorate of Science, honoris causa, at the university’s May 2021 Commencement exercises;

NOW, THEREFORE, BE IT RESOLVED, that this body expresses its profound gratitude and deepest appreciation to LAWRENCE A. RAIA, ’65 for his dedication, leadership, hard work, and generosity throughout his tenure as a member of the Board of Trustees from 2012 to 2021; and

BE IT FURTHER RESOLVED, that this body hopes LAWRENCE A. RAIA, ’65 will remain an integral part of the New Jersey Institute of Technology community; and
BE IT FURTHER RESOLVED, that this body wishes LAWRENCE A. RAIA, ’65 much joy and success in his future endeavors; and

BE IT FURTHER RESOLVED, that this Resolution be incorporated into the minutes of this meeting of April 1, 2021, with a copy conveyed to LAWRENCE A. RAIA, ’65, as tangible evidence of its persona and official sentiment,

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Holly C. Stern, Esq.
General Counsel and
Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS
   C. APPROVE RESOLUTION FOR THE MFA IN DIGITAL DESIGN
New Jersey Institute of Technology (NJIT) proposes a Master of Fine Arts in Digital Design program in order to produce graduates with a terminal degree recognized as valuable to the burgeoning digital media industry.

As digital media continue to proliferate, locally, regionally, nationally, and globally, there is a dearth of qualified professionals able to fill positions in digital content creation, management, and distribution. The Master of Fine Arts in Digital Design (MFADD) is a low-residency 60-credit to 75-credit terminal graduate program credential designed to offer paths for students entering with varying levels of previous knowledge and experience. For students with minimal previous formal design experience, or none at all, the degree offers up to 15 credits of preparatory course work. These courses are designed to address deficiencies in areas of basic 2D color and composition, 3D modeling and composition, 4D video and animation and history of art and design identified in the undergraduate transcript and portfolio review process. They are offered to position students for success in any of the graduate Digital Design concentrations.

As a low-residency degree program, a large percentage of course work is available to students in fully online or converged learning modes. Converged learning allows simultaneous participation by on-campus and distance learners. Design courses in the Hillier College of Architecture and Design (HCAD) typically utilize advanced graphics and visualization technology for both studio and non-studio courses. Large screen interfaces are ubiquitous and are proven loci for effective intimate and clear one-on-one or group instructional processes whether students are working in class or remotely. It is hoped that by providing and marketing more flexible options for taking courses, this terminal degree will be attractive to those, underserved communities of color and other non-traditional student cohorts who are currently underrepresented in graduate studies. The undergraduate cohort in HCAD’s School of Art + Design at NJIT is currently 50% female. This healthy gender balance is anticipated to be maintained in the school at the graduate level as well.

The proposed program is within the mission of the university, aligning with NJIT’s commitment to the pursuit of excellence in education and research. The program will prepare students for productive careers and amplify their potential for lifelong personal and professional growth. The program proposal has received the approval of all appropriate shared governance bodies of the university, is not unduly duplicative of other programs offered in the State of New Jersey, and has been the subject of a Program Announcement issued to institutions of higher education in the State of New Jersey.
RESOLUTION TO APPROVE THE MFA IN DIGITAL DESIGN

WHEREAS, the Board of Trustees has examined materials provided by the President of the University relative to a proposed program leading to the MFA in Digital Design; and

WHEREAS, the Board is satisfied that the proposed program is within the mission of the university, has received approval of the appropriate shared governance bodies of the university, is not unduly duplicative of other programs offered in the State of New Jersey and that the proposed program has been the subject of a Program Announcement issued to institutions of higher education in the State of New Jersey, and further, that the incremental costs of the new program will be covered from the tuition and fees of new students; and

WHEREAS, the Board of Trustees attests to the foregoing;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees approves the MFA in Digital Design.

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Holly C. Stern, Esq.
General Counsel/Vice President, Legal Affairs and
Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS

D. APPROVE RESOLUTION FOR THE MS IN DIGITAL DESIGN
STATEMENT

New Jersey Institute of Technology (NJIT) proposes a Master of Science in Digital Design program in order to produce graduates with credentials recognized as valuable to the burgeoning digital media industry.

As digital media continue to proliferate, locally, regionally, nationally, and globally, there is a dearth of qualified professionals able to fill positions in digital content creation, management, and distribution. The Master of Science in Digital Design (MSDD) is a low-residency 30-credit to 45-credit intermediate graduate program designed to offer paths for students entering with varying levels of previous knowledge and experience. For students with minimal previous formal design experience, or none at all, the degree requires up to 15 credits of preparatory course work. These courses are designed to address deficiencies in areas of basic 2D color and composition, 3D modeling and composition, 4D video and animation and history of art and design identified in the undergraduate transcript and portfolio review process. They are offered to position students for success in any of the graduate Digital Design concentrations. Students with more advanced skills, who wish to gain a non-terminal graduate degree credential can do so by earning as few as 30 graduate Digital Design credits.

Students may take focused MSDD course work in any one of three concentration areas: Animation Essentials, Game Design and Interactivity Essentials, or UI/UX Essentials. The MSDD is a focused degree tailored to produce graduates in as little as one year with skill sets recognized as valuable to the growing digital media industry. As a low-residency degree program, a large percentage of course work is available to students in fully online or converged learning modes. Converged learning allows simultaneous participation by on-campus and distance learners. Design courses in the Hillier College of Architecture and Design (HCAD) typically utilize advanced graphics and visualization technology for both studio and non-studio courses. Large screen interfaces are ubiquitous and are proven loci for effective, intimate, and clear one-on-one or group instructional processes whether students are working in class or remotely. It is hoped that by providing and marketing more flexible options for taking courses, this lower credit intermediate graduate degree will be attractive to those underserved communities of color and other non-traditional student cohorts who are currently underrepresented in graduate studies. The undergraduate cohort in the School of Art + Design at NJIT’s HCAD is currently 50% female. This healthy gender balance is anticipated to be maintained at the graduate level as well. If, at any time during the course of earning the MSDD, a student wishes to, he or she can shift into the terminal graduate Master of Fine Arts in Digital Design (MFADD) degree program.

The proposed program is within the mission of the university, aligning with NJIT’s commitment to the pursuit of excellence in education and research. The program will prepare students for
productive careers and amplify their potential for lifelong personal and professional growth. The program proposal has received the approval of all appropriate shared governance bodies of the university, is not unduly duplicative of other programs offered in the State of New Jersey, and has been the subject of a Program Announcement issued to institutions of higher education in the State of New Jersey.
RESOLUTION TO APPROVE THE MS IN DIGITAL DESIGN

WHEREAS, the Board of Trustees has examined materials provided by the President of the University relative to a proposed program leading to the MS in Digital Design; and

WHEREAS, the Board is satisfied that the proposed program is within the mission of the university, has received approval of the appropriate shared governance bodies of the university, is not unduly duplicative of other programs offered in the State of New Jersey and that the proposed program has been the subject of a Program Announcement issued to institutions of higher education in the State of New Jersey, and further, that the incremental costs of the new program will be covered from the tuition and fees of new students; and

WHEREAS, the Board of Trustees attests to the foregoing;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees approves the MS in Digital Design.

_________________________________
Holly C. Stern, Esq.
General Counsel/Vice President, Legal Affairs and
Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS
   E. APPROVE RESOLUTION FOR TATWEER BRANCH CAMPUS AGREEMENT
Rationale for NJIT-Tatweer Egyptian Branch Campus

- Implementing 2025 Strategic Plan, “Building on a Strong Foundation, NJIT Global”
- Developing an International Reputation, Recognition and Prominence
- Accessing the Middle East and African Marketplace; 6.1M people within 1 hour of campus
- Generating Enrollment and Revenue, $1.45M/yr. years 1-5; $4.3M/yr. years 6-10; UG only
- Partnering with an Established Developer and a Country with Centuries of Higher Education
- Degree and Program Needs Identified by Ernst & Young; Enrollment and Business Plan Developed with Colliers
RESOLUTION AUTHORIZING AGREEMENT BETWEEN NEW JERSEY INSTITUTE OF TECHNOLOGY ("NJIT") AND TATWEER MISR FOR TOURISTIC AND LAND RECLAMATION ("TMT")

WHEREAS, NJIT’s Strategic Plan, “Building on a Strong Foundation, 2025” includes the strategy of “Global NJIT”, to increase enrollment and research growth, business development and revenue generation, as well as increased visibility and building NJIT’s international reputation;

WHEREAS, Egypt passed Law No. 162/2018 inviting international universities to partner with development companies identified by the government to establish branch campuses in Egypt, particularly in the new City of Cairo and the Knowledge City;

WHEREAS, following Decree No. 4200/2018 of the Egyptian Ministry of Higher Education, NJIT was invited to explore a partnership with TMT for the development of a joint collaboration in Mostakbal City, Bloomfield’s located between the city of Cairo and the new Administrative Capital;

WHEREAS, NJIT has jointly developed a business plan with TMT and Collier’s for the provision of eight (8) degree programs in the disciplines of Engineering Technology, Information Technology, Management and Business, Architecture and Civil Engineering, with future opportunities for additional undergraduate and Masters’ degree programs, as well as non-credit (executive education) programs and business development;

WHEREAS, such plan provides that NJIT will be hosted on a campus to be established in Egypt’s City of Mostakbal, Bloomfield’s, that will be developed, built and operated by and at the sole cost of TMT, providing the in-country administrative support, instructional spaces, equipment, maintenance, security, marketing, student recruiting and record keeping, financial and legal services;

WHEREAS, NJIT will be responsible under the plan for providing the instructional degree programs, including qualified faculty and instructional staff, to teach both in the on-line format as well as in-person, to the same standards as its home campus;

WHEREAS, NJIT and will receive a percentage of the gross tuition revenue for the programs, which is stipulated to be five (5%) for years for years 1 through 5, increasing to six (6%) for years 6 through 10;

WHEREAS, projected net revenues for NJIT in years 1 through 5 are $1.45 million per year, for years 6 through 10 are $4.3 million per year;

WHEREAS, the parties through their respective leaders and administrative representatives have negotiated the terms of an Agreement to define the specific collaborative arrangements governing the delivery of educational programs and to establish and operate a branch campus of NJIT at Mostakbal City subject to receipt of the necessary approvals, including
those required by the Middle States Secretary of Higher Education and the New Jersey Secretary of Higher Education;

WHEREAS, authorization of the Agreement is consistent with the NJIT’s 2025 Strategic Plan and its Global Initiatives program, and will provide opportunities for expansion of NJIT’s global presence, including business opportunities, international educational and research affiliations, and expansion of non-credit programs to Egypt, the Middle East and the African continent;

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes NJIT, through its designated officials and administrators to sign the Agreement for the Establishment and Operation of Branch Campus between Tatweer Misr for Touristic Investments and Land Reclamation (Egypt) and New Jersey Institute of Technology and to execute all related documents necessary to effectuate the terms of the Agreement;

2. The Board further authorizes NJIT, through its designated officials and administrators, to take all necessary and appropriate steps to make application to the Middle States Commission on Higher Education and the Office of the Secretary of Higher Education for the State of New Jersey and other accrediting bodies for accreditation approval for a branch campus as described and set forth in the above Agreement.

Holly C. Stern, Esq.
General Counsel/Vice President, Legal Affairs and Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
AGREEMENT FOR ESTABLISHMENT AND OPERATION OF BRANCH CAMPUS

BETWEEN

TATWEER MISR FOR TOURISTIC INVESTMENTS AND LAND RECLAMATION (Egypt)

AND

NEW JERSEY INSTITUTE OF TECHNOLOGY (USA)
This Branch Campus Agreement (hereinafter “Agreement”) is made effective as of the date of the last signatory hereto (hereinafter “Effective Date”),

By and Between:

**Tatweer Misr for Touristic Investments and Land Reclamation**, an Egyptian Joint Stock company established under Law No. xxxx, Commercial Register xxxx, located at …………………, Cairo, Egypt, acting by an authorized signatory Mr. …………………, in his capacity as ……………… (hereinafter “TMT”),

AND

**New Jersey Institute of Technology**, a public research university of the State of New Jersey (USA), established by the New Jersey Institute of Technology Act of 1995, acting by an authorized signatory, Dr. Joel S. Bloom, President (hereinafter "NJIT").

Each of the two parties shall be referred to in this Agreement as “Party” and collectively as “Parties”.

**Preamble:**

(A) Egypt has issued Law No. 162/2018 for establishing Branches of Foreign Universities or Hosting Branches of Foreign Universities in Egypt.

(B) TMT is establishing a new University Institution (the “Campus”) at Mostakbal City, pursuant to Egyptian Law No. 162/2018 and the Decree of the Minister of Higher Education No. 4200/2018.

(C) TMT desires to host branches of foreign universities at the Campus pursuant to Law No. 162/2018 and has approached NJIT.

(D) NJIT is an accredited public research university of the State of New Jersey, USA, centrally located in the New York metropolitan area offering a variety of undergraduate and graduate degree programs.

(E) NJIT has agreed with TMT to establish a branch (the “Branch”) at the Campus pursuant to law No. 162/2018.

(F) NJIT has approved the establishment of the Branch at the Campus to provide education Programmes as provided in this Agreement leading to the students obtaining a degree from NJIT in the Academic Areas at the Campus in accordance with Egyptian Law, the relevant Egyptian Decrees and the terms and conditions of this Agreement.

(G) It is understood by the Parties that the first student Intake is expected to start as of September 2022 provided NJIT has obtained all necessary approvals including from the Middle States Commission on Higher Education and the New Jersey Secretary of Higher Education by such time. In the event that such approvals are delayed, the first student Intake Date will be postponed and rescheduled accordingly.

(H) The Parties have entered into this Agreement to define the specific collaborative arrangements governing the delivery of education programmes approved by NJIT at the Campus which will lead to undergraduate degrees from NJIT, as required by Law No. 162/2018.

(I) NJIT will teach the Programmes according to the same standards as at its home USA campus. It is the goal of the Parties to provide the greatest practicable instructional support to the planned academic Programmes, and hence multiple
pedagogical methods and technical means of instruction and advising are expected to be implemented as at NJIT’s home campus, including on-line during the Covid-19 pandemic. Such techniques may change from time to time based on advances in technology, studies of effectiveness and efficacy, and experience at NJIT.

NOW IT IS AGREED AS FOLLOWS:

1. **THE PREamble AND THE SCHEDULES**
The above Preamble and the attached Schedules are integral part of this Agreement.

2. **DEFINITIONS AND INTERPRETATION**
2.1. In this Agreement the words and phrases listed in Column A below shall have the meanings set out opposite them in Column B.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Area(s)</td>
<td>Means (a) Engineering Technology, (b) Information Technology, (c) Management and Business, (d) Architecture, and (e) Civil Engineering.</td>
</tr>
<tr>
<td>Academic Year</td>
<td>The twelve-month period from 1 September to 31 August in each calendar year, or such other annual period as the Parties may agree in writing.</td>
</tr>
<tr>
<td>Campus</td>
<td>As defined in the Preamble above and includes the Branch as defined below.</td>
</tr>
<tr>
<td>Egyptian Territory</td>
<td>Means the Arab Republic of Egypt.</td>
</tr>
<tr>
<td>Fees</td>
<td>Charges or fees for academic related services which shall be treated separately from tuition and not apportioned as between the Parties as with tuition (e.g., Registration Fee, Academic Facilities Fee, Student Services Fee, Activities Fee, Technology Infrastructure Fee, Commencement Fee, Distance Learning Fee, Late Fee, Maintaining Registration Fee, Deferred Payment Fee, Reinstatement Fee, Schedule Change Fee, and Makeup Exam Fee).</td>
</tr>
<tr>
<td>Intake</td>
<td>Each enrolment of students to the NJIT Branch in Egypt onto the Programme(s) on the Intake Dates.</td>
</tr>
<tr>
<td>Intake Dates</td>
<td>1 September, 1 January and 1 May in each Academic Year or such alternative dates as the Parties may agree in writing for the enrolment</td>
</tr>
</tbody>
</table>
New University Institution | The new university institution to be established and named by TMT at Mostakbal City, pursuant to Egyptian Law No. 162/2018 and the Decree of the Minister of Higher Education No. 4200/2018 and to which this Agreement will be assigned pursuant to the Deed of Transfer and Assignment attached as Schedule (1).

Programmes | NJIT Bachelor of Science degree programmes in: (a) Information Technology, (b) Medical Informatics Technology, (c) Manufacturing Engineering Technology, (d) Construction Management Technology, (e) Civil Engineering, (f) Concrete Industry Management, (g) Business, and (h) Architecture.

Regulations | Fair and equitable student complaints, discipline and appeals procedures together with all other appropriate NJIT policies, procedures and regulations as may be required for the successful delivery of the Programmes.

Term | Collectively the Initial Term and each Extended Term as described in clause (8) (Entering Into Force And Effect).

Working Days | A day except a Friday, Saturday or public holiday in Egypt, on which banks are open for business in Egypt.

2.2. All references herein to Schedules are references to Schedules to this Agreement and such Schedules form part of this Agreement.

2.3. Words importing one gender shall include other genders and words importing the singular shall include the plural and *vice-versa*.

2.4. Headings of this Agreement are inserted for convenience only and have no bearing on the interpretation of its terms.

3. **COLLABORATION FRAMEWORK**

3.1. TMT has agreed to host the NJIT Branch at the Campus and assist NJIT in operating the Programmes academically in accordance with the framework approved by the governing and accreditation bodies of NJIT, including Middle States Commission on Higher Education and the New Jersey Secretary of Higher Education, without contradicting the Egyptian Law No. 162/2018 and the Decree of the Minister of Higher Education No. 4200/2018.
3.2. NJIT has agreed that the NJIT Branch will be hosted by TMT at the Campus. The Academic Areas may not be changed by either Party without the written consent of both Parties.

3.3. At the Campus the Parties, each as far as it concerns, agree to observe, apply and implement the Egyptian Law No. 162/2018 and Ministerial Decree No. 4200/2018 as of the Effective Date of this Agreement.

3.4. TMT shall have the right to host branches of other foreign universities at the Campus outside the Academic Areas and Programmes covered by this Agreement.

3.5. NJIT shall not deliver or provide any of the Programmes in the Egyptian Territory, in collaboration with any other universities in Egypt other than TMT during the Term of this Agreement and for three (3) years after the expiry of the term of this Agreement or its termination for any reason.

3.6. The Parties agree that students will be provided with the opportunity to study for a four (4) year Bachelor of Science degree within the Programmes.

3.7. No Programme will be offered that is not part of and/or substantially similar to the existing portfolio of programs offered by NJIT and as approved by the New Jersey Commission on Higher Education and/or appropriate accrediting board. All academic programs and course offerings provided at the Branch will be determined by NJIT and will meet the regular academic standards and requirements of NJIT.

3.8. The Parties may expand the Programmes (contingent upon the success of the initial degree Programmes) to cover additional Academic Areas, as well as potentially introducing graduate degree and non-credit executive education and training Programmes by mutual agreement. Any new Programmes initiated or discontinuation of any existing Programmes shall be undertaken only after the same is approved by the Minister of Higher Education in Egypt, Government of Egypt, TMT and NJIT. NJIT will also have the right of first refusal to offer and operate all business start-up incubator programmes and economic development opportunities at the Campus upon terms and conditions to be negotiated and agreed upon by the Parties.

3.9. Student records shall be the exclusive property of NJIT, and shall only be disclosed in accordance with applicable US and/or Egyptian laws and regulations, including to the extent permissible by the Egyptian Privacy Law No. 151/2020 and US Family Educational Rights and Privacy Act (FERPA). All students will be given the option of signing a FERPA waiver upon admission and/or enrolment to the Programmes to permit NJIT to respond to parental inquires.

4. INSTITUTIONAL RESPONSIBILITIES AND OPERATIONAL ARRANGEMENTS OF THE PARTIES

4.1. Role and Responsibilities of TMT

TMT shall undertake, at its sole cost, the following role:

(1) Obtain all the required licenses, registrations, permits and the like, to permit NJIT to do business and operate the Branch in Egypt.

(2) Provide suitable premises and equip those premises, including as reasonably requested by NJIT from time to time during this Agreement.
(3) Coordinate, through properly credentialed professionals approved by NJIT, the programming, design, and construction of the suitable premises.

(4) Administratively operate the Branch and the Programmes in accordance with the terms of this Agreement and Egyptian Law 162/2018.

(5) Equip and operate the library with sufficient computer technology, essential books and instructional materials, and as reasonably requested by NJIT from time to time during this Agreement.

(6) In accordance with Egyptian employment and/or labour laws, hire, pay and employ a sufficient number of in-country (non-NJIT employees) academic instructors and administrative support staff to complement and assist NJIT’s qualified educators from NJIT’s USA campus in teaching the Programmes as further described under clause (19) (In-Country Personnel).

(7) Ensure that the staff hired and appointed by TMT, logistics, material and academic resources for the Programmes are maintained at an appropriate level in accordance with the requirements of NJIT.

(8) Market the Programmes based on the detailed marketing plan and information provided by NJIT.

(9) Ensure the students’ enrolment in the Programmes is in accordance with NJIT’s entry requirements and procedures.

(10) Use the system provided by or agreed with NJIT for recording student enrolment onto, and withdrawal from, the Programmes.

(11) Maintain the standards required by NJIT and adhere to NJIT’s normal policies and procedures.

(12) Issue invoices and collect all tuition and Fees due and payable by students enrolled on the Programmes as described under clause (18) (Financial Arrangements).

(13) Bring the Regulations and the information specified by NJIT to the attention of the students enrolled on the Programmes and ensure that the adherence of the students thereto.

(14) Record student information onto an appropriate system such as the names of all students enrolled onto the Programme(s) and the courses for which they are registered after the date of registration in the Programmes.

(15) Retain at its own expense on behalf of NJIT (not to be deducted from NJIT’s tuition percentage share), a US-based international travel risk manager to provide emergency and/or medical evacuation services to NJIT expatriate employees in the event of unexpected changes in the Egyptian security and/or health environment.

(16) Retain at its own expense on behalf of NJIT (not to be deducted from NJIT’s tuition percentage share), a US-based international law firm to provide full legal representation to NJIT with respect to its Egyptian Branch.

4.2. Role and Responsibilities of NJIT

NJIT undertakes to fulfill all the academic responsibilities and shall be responsible for academic standards of the Programmes. NJIT shall be responsible for the appropriate
academic standards including the accreditation standards applicable to NJIT in the USA that concern with the quality assurance of higher education. In this context, NJIT shall:

1. Provide the Programmes at the Branch, according to the same academic level offered at the NJIT’s main campus in the United States of America, with the following in relation to the Programmes: (i) the NJIT policies and regulations; and (ii) the Programme academic specifications. NJIT will have complete control over instruction, curriculum planning, examination and academic assessment at the Branch.

2. Assist TMT in determining a list of equipment, software, computers, laboratories, supplies, materials, and specifications regarding other required logistic support including furnishings, offices, etc., needed for the administration and delivery of the Programmes at the Branch following the start of construction, including for the operation of the library.

3. Provide the list of qualified educators from NJIT’s USA campus to be appointed to the Branch by NJIT. TMT will exercise reasonable efforts to secure appropriate visas, residence and work permits, and to provide sponsorship for immigration and other purposes in a timely fashion for all NJIT expatriate faculty and their families.

4. Provide the requirements for the staff to be hired and appointed by TMT at the Branch as described under clause (19) (In-Country TMT Personnel) and the requirements for the on-going staffs’ sustainable development to the level and extent that NJIT deems to be appropriate for the delivery of the Programmes.

5. Provide policies and procedures required for the quality assurance and assessment in relation to the Programmes including requirements for admission and enrolment such as desirable Scholarship Aptitude Test (SAT) and Test for English as Foreign Language (TOEFL) scores. NJIT will have final authority and oversight with respect to the admission and registration process, degree plans, conferring of such degrees and maintenance of all of its own official student records.

6. Provide teaching materials for the Programmes, such as course schedules, teaching assignments and needs, curricular structure, and course details, including master listing of courses and their syllabi (excluding textbooks and other learning materials to be purchased by students individually).

7. Provide an appropriate assessment and examination process.

8. Provide access to appropriate learning systems which support the delivery of the Programmes to ensure that students on the Programmes receive an equivalent student learning experience to students undertaking the same programmes at NJIT.

9. Support TMT’s marketing of the Programmes hosted at the Campus through NJIT’s publications and website.

10. Ensure the academic quality of the Programmes in accordance with the standards required by NJIT.

11. Grant students who successfully complete a Programme and satisfy all relevant requirements to obtain NJIT’s Bachelor of Science degree with the same academic qualification and similar wording offered by NJIT in the USA. Students shall receive that degree award at an awards
ceremony and students receiving the degree award to wear the appropriate NJIT academic dress.

(12) Provide students enrolled on the Programmes with transcripts of the individual course of study completed by them. The transcript will record the name of the student, details of the course of study completed, the marks obtained by the student and the language of instruction. The transcript and the degree certificate shall be in a similar format and wording as that received by NJIT students in the USA.

(13) Grant students who have successfully completed the Programmes and who have been awarded the NJIT degree, the same status and rights as other graduates of NJIT.

(14) Provide all the needed academic plans for the Branch including the estimated number of students, tuition, Fees, and expansions, if any.

(15) Provide all the documents required by TMT for TMT to obtain approval from the Ministry of Higher Education for the establishing the Branch.

5. INTELLECTUAL PROPERTY

5.1. The Parties agree that all rights, title and interest in or to any teaching materials, information, data, improvements, discoveries, copyrightable materials, reports, documents, policies, procedures, processes, technology, know-how and any other intellectual property rights whatsoever (collectively “Intellectual Property Rights”) owned by a Party before the Effective Date or developed by a Party’s employees and personnel during the Term of this Agreement shall remain the property of that Party together with any goodwill attaching thereto.

5.2. Where any Intellectual Property Rights owned or licensed by a Party are required to be used for the purposes of delivering the Programmes, the other Party acknowledges that it shall have no right to use the same except to the extent necessary for the operation of the NJIT Branch and subject to such consents and restrictions as may be specified by the Party who owns the Intellectual Property Rights. In particular, any teaching materials required to provide and deliver the Programmes and supplied by or produced on behalf of NJIT shall be used only for the purposes of teaching the Programmes and for no other purposes.

5.3. Any research, innovations and new teaching materials developed or produced entirely independently by TMT employees and personnel shall only be used by NJIT for purposes related to this Agreement and title to the Intellectual Property Rights contained therein will remain with TMT.

5.4. Intellectual Property Rights developed jointly by employees and personnel of both Parties during the Term of this Agreement shall be jointly owned by both Parties in equal parts. Intellectual Property Rights developed by students at the Branch during the Term of this Agreement shall also be jointly owned by both Parties in equal parts. For all jointly owned Intellectual Property Rights, the Parties shall decide which of the Parties will be responsible for administering the preparation, filing, prosecution, maintenance, and enforcement of the patent applications for such jointly owned Intellectual Property Rights. Where jointly owned Intellectual Property Rights include student inventors, the students will share in any net revenues resulting from commercialization of the same in accordance with NJIT’s published patent and copyright policies.
5.5. In-Country Personnel (defined below) members agree to furnish to NJIT copies of any proposed publications related to this Agreement at least thirty (30) days in advance of the submission to permit NJIT to: (a) make written comments on said publication (which shall not be binding); (b) object in writing because there is patentable subject matter which needs protection; or (c) because the publication contains an inadvertent disclosure of solely owned Confidential Information belonging to NJIT. NJIT shall provide its commentary or objections within thirty (30) days of receiving a proposed publication. In the event that NJIT makes a timely objection to a proposed publication due to patentable subject matter contained within the same, the In-Country Personnel member shall refrain from making such publication for a maximum of one-hundred twenty (120) days from the date of receipt of such objection in order for NJIT or TMT to file US, Egyptian and/or foreign patent applications. In the event that NJIT makes a timely objection to a proposed publication due to Confidential Information belonging to NJIT being contained within the same, In-Country Personnel members shall remove such Confidential Information from such publication. TMT shall obtain written agreements from all of the In-Country Personnel members upon hire evidencing their agreement and consent with this clause (5.5).

5.6. Each Party undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the other Party’s name and/or logo as a registered trademark.

5.7. Each Party undertakes not to do or permit to be done any act which may be taken to indicate that it has a right, title or interest in or to the ownership or use of the other Party’s name and/or logo except under the terms of this Agreement. Each Party acknowledges that nothing contained in this Agreement shall give it any right, title or interest in or to the ownership or use of the other Party’s name and/or logo, save as granted under this Agreement.

5.8. TMT has the right to use NJIT’s name, trademark and logo for the purposes of marketing and promotion of the NJIT Branch subject to NJIT’s prior approval; not to be unreasonably withheld. NJIT has the right to use TMT’s name, trademark and logo for the purposes of marketing and promotion of the NJIT Branch subject to TMT’s prior approval; not to be unreasonably withheld.

5.9. All rights and title to TMT’s name, logo or other Intellectual Property Rights, shall remain vested in TMT together with any goodwill attaching thereto. All rights and title to NJIT’s name, logo or other Intellectual Property Rights, shall remain vested in NJIT together with any goodwill attaching thereto.

5.10. As soon as a Party (“Notifying Party”) becomes aware of any potential infringement of the other Party’s name, logo and/or Intellectual Property Rights, or any allegation that the other Party’s name, logo and/or any materials provided by the other Party infringe the rights of a third party, the Notifying Party shall give to the other Party full particulars in writing and the other Party shall have the conduct of all proceedings relating to its rights under this clause (5.10), and the right in its absolute discretion to take or defend any action as it deems appropriate. For the avoidance of doubt, the other Party will be responsible for the costs associated with any action taken by it under this clause (5.10), provided that the infringement or potential infringement is not due to any act, default or omission of the Notifying Party. The other Party shall be entitled to any damages awarded to it as a result of action taken under this clause (5.10). The Notifying Party shall provide at the other Party’s cost such assistance as the
other Party may reasonably require in connection with any action taken under
this clause (5.10).

6. **PUBLICITY AND MARKETING**

6.1. TMT shall be responsible for the promotion and marketing of the Programmes
and for providing information requested by prospective students.

6.2. NJIT shall also reasonably promote and market the Programmes through its
publications, marketing materials and website. Where appropriate, promotion
and marketing of a Programme shall refer to opportunities for students to be
enrolled in the Programmes provided in the Campus.

6.3. TMT and NJIT agree not to do anything, which would damage the reputation
and/or business of the other Party. For the avoidance of doubt, this shall not
prevent any Party from exercising any rights or performing any other
obligations under this Agreement.

6.4. Consistent with NJIT’s accreditation requirements and limitations, TMT shall
be entitled, during the Term of this Agreement, to publish and use all academic
materials and information (except Confidential Information) provided to TMT
by NJIT relating to the Programmes without need for further prior written
consent of NJIT. Any materials or information published by TMT must be
published in accordance with the promotional guidelines to be developed by
TMT and NJIT and strictly in accordance with NJIT’s instructions from time to
time.

6.5. During the Term of this Agreement and consistent with all applicable
accreditation requirements and limitations, each Party may use the name,
trademark, and logo of the other Party and a joint logo configuration to be
mutually agreed upon (“Logo Lockup”) in connection with the Programmes
provided that the name and logo of each Party and Logo Lockup shall be used
only in connection with the Programmes and for no other purpose.

6.6. The use of NJIT’s name and/or logo by TMT shall at all times be in keeping
with and seek to maintain its distinctiveness and reputation as reasonably
determined by NJIT. If NJIT believes that its name and/or logo is not used in
this manner, it will discuss with the TMT in good faith, how to cure this matter.

6.7. The use of TMT’s name and/or logo by NJIT shall at all times be in keeping
with and seek to maintain the distinctiveness and reputation of this entity as
reasonably determined by TMT. If TMT believes that its name and/or logo is
not used in this manner, it will discuss with the NJIT in good faith, how to cure
this matter.

7. **CONFIDENTIALITY**

7.1. The performance of this Agreement by the Parties may require the exchange of
proprietary or confidential information, which may include but not be limited
to, business and technical information, data, inventions, know-how, ideas,
procedures, methods, techniques, financial projections, software, experimental
work, academic or research plans and the like (hereinafter collectively
“Confidential Information”). Each Party shall keep and procure to be kept
secret any Confidential Information belonging to the other party disclosed as a
result of the relationship of the Parties under this Agreement, provided it is
marked or identified as confidential or of such a nature that a person exercising
reasonable business should understand it to be confidential, and shall not use nor disclose such information save as envisaged in this Agreement. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this clause (7) and each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made. The confidentiality obligations described herein shall continue for the Term of this Agreement, and for a period of three (3) years thereafter.

7.2. The obligations of confidentiality in this clause (7) shall not extend to any matter which:

(a) is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement;
(b) either Party can show was in its written records prior to the date of disclosure of the same by the other Party under this Agreement;
(c) it receives from a third party independently entitled to disclose it; or
(d) is required to be disclosed in accordance with a statutory, legal or regulatory obligation, court order, subpoena or other government demand, placed upon the Party making the disclosure, including any request for information under the Egyptian data protection law No. 151/2020 and New Jersey Open Public Records Act.

8. ENTERING INTO FORCE AND TERM

8.1 This Agreement shall get into force on the Effective Date.
8.2 This Agreement shall continue for a period of ten (10) years (“Initial Term”) starting from First Intake.
8.3 The term of this Agreement shall be automatically renewed for an additional ten (10) years (hereinafter “Extended Term”) at the end of the Initial Term and/or at the end of each Extended Term, unless either Party provides written notice to the other Party that it does not wish to renew the Initial Term or any Extended Term at least three (3) years prior to the end of the Initial Term or any Extended Term (the “Initial Term” and any “Extended Term” are together the “Term”). Termination, expiration or non-renewal of this Agreement shall not affect any right of either Party accrued prior to such termination, expiration or non-renewal.

9. FORCE MAJEURE

9.1 If a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (“Affected Party”) beyond its reasonable control, including but not limited to acts of war, revolution, insurrection, terrorism, civil unrest, strikes or work stoppages, fire, flood, earthquake, epidemic/pandemic (Covid-19), order of government or public authority, or other natural disaster, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
9.2 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the
date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations, the students enrolled on the Programmes and the staff teaching on the Programmes.

9.3 Where a Force Majeure Event occurs, the non-affected Party may suspend performance of its obligations under this Agreement by giving written notice to the Affected Party.

9.4 If the Force Majeure Event prevents hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than six (6) months, either Party may terminate this Agreement.

9.5 Where the Agreement is suspended or terminated in accordance with this clause, the provisions of clause (11) (Discontinuance of Programmes) shall apply.

10 TERMINATION:

10.1 If NJIT fails to provide the Programmes to the NJIT Branch at the same level and quality as it is provided in the main campus of NJIT, TMT shall have the right to terminate this Agreement. Any such failings will be brought to NJIT’s attention by TMT in a timely manner. For the avoidance of doubt, termination may only be initiated if NJIT is unable to cure the default within (180) days.

10.2 Unless the Parties agree otherwise, this Agreement shall be automatically terminated, without need to take any legal or judicial action, if: (a) the Egyptian Presidential Decree to establish the Branch is not issued by 1 September 2022; or (b) NJIT has not obtained approval to establish the Branch from the Middle States Commission on Higher Education and/or New Jersey Secretary of Higher Education by 1 September 2022. In this event, no Party shall be legally responsible vis-a-vis the other Party. The tentative Middle States Commission on Higher Education Approval Timeline is attached hereto as Schedule (2).

10.3 This Agreement may also be terminated early upon: (a) mutual agreement between the Parties; (b) upon ninety (90) days prior written notice for material non-performance in the event that the breaching Party fails to remedy its breach to the satisfaction of the non-breaching party within such time; (c) general causes according to any applicable law or other legal authority; or (d) if NJIT’s funds are not appropriated or otherwise made available for continued performance for any Academic Year.

10.4 Any provision of this Agreement that by its nature is intended to survive termination and/or expiration, including but not limited to clauses 5, 7, 10, 11, 13-15, 18, 19, 20 and 21, shall survive termination and/or expiration of this Agreement.

11 DISCONTINUANCE OF PROGRAMME(S) OR EXPIRATION OR TERMINATION OF THIS AGREEMENT

11.1 If any Programme is discontinued for any reason or if this Agreement is terminated for any reason and on the date of discontinuance or termination any student(s) has commenced on a Programme but not completed it, NJIT shall make a good faith effort to ensure that any such student(s) has an opportunity to complete the Programmes and obtain their degree, including permitting such
affected students to pursue transfer to NJIT’s campus in the USA. TMT will provide such cooperation, assistance and resources (including in particular financial resources, staff, facilities and equipment) as required by NJIT in order to facilitate the completion of the Programmes. The Parties agree that any early termination shall be made through a consultative process with one another.

11.2 Where a Programme is discontinued for any reason, the Parties shall stop any further marketing and/or recruitment of and for any Programme(s) which will not be completed before the discontinuation date or expiration or termination date.

12. NOTICES

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given or made when delivered by hand or if sent by first class recorded mail delivery pre-paid post, established courier, facsimile, or electronic email, to the respective addresses set out below (or such alternative addresses as the parties may notify to each other in writing from time to time) and, in the case of NJIT, marked for the attention of the President of NJIT and for TMT marked for the attention of Chairman of TMT. Any such notice shall be deemed to have been received upon proof of receipt.

NJIT
323 Martin Luther King Jr. Blvd.
Newark, NJ 07102-1982
Tel: 973-596-3101
Email: joel.bloom@njit.edu
Attn: Dr. Joel S. Bloom, President

TMT
Attn: Dr.……………

13. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of Egypt.

14. SETTLEMENT OF DISPUTES

For the purpose of settling any disputes or claims that may arise concerning the performance of this Agreement, the Parties shall exert their best efforts to arrive at a solution by consent by the appropriate representatives of each Party. Should consent prove to be unfeasible, all disputes arising out of or in connection with performance of this Agreement in the Egypt Territory shall be finally settled under the Rules of Arbitration of the Cairo Regional Center of International Commercial Arbitration (“Rules”) by three (3) arbitrators to be appointed in accordance with said Rules. The seat of such arbitration shall be Cairo. The language of the arbitrations shall be English. The applicable law shall be pursuant to clause (13) (Applicable Law).

15. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

15.1 TMT represents and warrants that it has all necessary rights of ownership of the land on which the premises of the Campus is existing.
15.2 TMT represents and warrants that the New University Institution will have sufficient financial resources at the time of execution of the Deed of Transfer and Assignment, attached hereto as Schedule (1), to perform this Agreement.

15.3 Each Party represents and warrants to the other Party that it has the right and is duly authorised to enter into this Agreement and that it has obtained all such permissions, consents and approvals as may be necessary to undertake its responsibilities under this Agreement.

15.4 TMT hereby waives any right of recovery, claim, action or cause of action, against NJIT, its trustees, agents, officers or employees for any loss or damage that may occur on or to the Campus or any personal property thereof belonging to TMT, by reason of fire, the elements, or any other cause, regardless of cause or origin, including negligence of NJIT, its employees and/or students to the extent that NJIT is not covered for the same under the insurance to be provided by TMT under clause (16) (Insurance). TMT in all events shall assume all risk of damage or loss to its property, equipment and fixtures occurring in or about the Campus, whatever the cause of such damage or loss.

15.5 TMT shall indemnify, defend (including legal fees) and save NJIT harmless from and against any claims, including but not limited to those by In-Country Personnel, in connection with any accident, injury or damage whatsoever caused to anyone or any property arising directly or indirectly out of NJIT’s use of the Campus or in or about same, including the acts of any students, guests, licensees, contractors, servants, trespassers or others acting through or under them, to the extent that NJIT is not covered for the same under the insurance to be provided by TMT under clause (16) (Insurance). The indemnification obligation provided for by this clause (15.5) shall survive the termination and/or expiration of this Agreement.

16. INSURANCE

16.1 TMT shall provide a its own cost and expense insurance for itself and NJIT against any liability for damage or injury, which may occur to any person, entity or TMT’s own property (including Campus parking and other common areas) with the following minimum coverages: (a) workers' compensation (or comparable) at in-country required limits; (b) employer's liability (including all occupational diseases) with at least $1,000,000 (USD) per employee/accident; (c) commercial general liability (including premises, completed operations, contractual liability, property damage, sexual abuse and molestation) with at least $1,000,000 (USD) each occurrence/combined single limit and $2,000,000 (USD) aggregate; (d) excess liability in the amount of $5,000,000 (USD) (including sexual abuse and molestation); (e) business auto liability insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of not less than $1,000,000 (USD) each accident; (f) educator's legal liability or equivalent in the amount of $5,000,000 (USD) (to include educator's professional liability, employment practices and directors & officers); and (g) all risks property insurance in an amount adequate to cover the replacement cost of all TMT equipment, installations, fixtures and contents of the Branch in the event of loss.

16.2 TMT shall provide NJIT with certificates of all required insurances naming NJIT as an additional insured thereon (including for NJIT’s own acts or omissions at the Campus) on a primary and non-contributory basis and
providing NJIT with at least thirty (30) days’ notice of cancellation and/or termination. Waiver of subrogation applies to all coverages as permitted by law. All required insurance coverage’s shall be written on a form reasonably satisfactory to NJIT by a good and solvent insurance company of recognized standing, admitted to do business in Egypt, provide coverage on an occurrence basis where applicable, and be maintained for the entire Term of this Agreement. Any deductible in excess of $10,000 (USD) is subject to prior approval by NJIT.

16.3 TMT shall also keep in place insurance, which provides for the payment of all costs related to or associated with the arrangements made by NJIT to enable students to complete their Programmes as per the Decree of the Minister of Higher Education 4200/2018.

17. ASSIGNMENT OF AGREEMENT

17.1 TMT shall be permitted to transfer the whole of this Agreement (including all of its rights, liabilities and obligations under this Agreement) to the New University Institution no later than thirty (30) days from the date of the issuance of the Presidential Decree approving the establishment of the New University Institution as a university institution pursuant to Egyptian Law No. 162/2018. To this effect, TMT shall procure that the President of the New University Institution, or any other duly authorized signatory, signs the Deed of Transfer and Assignment as set out in Schedule (1) to be executed by the Parties and the New University Institution. From the date of execution of such Deed of Transfer and Assignment, the New University Institution shall replace TMT in all of its rights, liabilities and obligations under this Agreement, including the recourse to arbitration under clause (12) (Settlement of Disputes), as if the New University Institution has been party to this Agreement since the Effective Date. From such date TMT shall no longer be considered as a Party to this Agreement and shall not be liable or responsible for its implementation or enforcement as it shall be completely substituted by the New University Institution.

17.2 Save as set out in this clause (17), the Parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement without the prior written approval of the other Party.

18. FINANCIAL ARRANGEMENTS

18.1 The Parties shall observe and perform the Financial Arrangements as set out in Schedule (3). All tuition and Fees shall be set by the Parties sufficiently in advance of each Academic Year with all comments and recommendations of both Parties given full consideration. Tuition collected shall be apportioned between the Parties as described in Schedule (3). The Parties agree that all tuition and Fees shall need to be and remain competitive within the Egyptian academic market to ensure the success of the Programmes.

19. IN-COUNTRY PERSONNEL

19.1 TMT agrees, in accordance with Egyptian employment and/or labour laws, to hire, pay and employ a sufficient number of in-country (non-NJIT employees) academic faculty, instructors and administrative support staff (hereinafter
collectively “In-Country Personnel”) to complement and assist NJIT’s qualified educators from NJIT’s USA campus in teaching the Programmes. NJIT shall: (a) provide job descriptions and review resumes, credentials and references; (b) participate in interviews; (c) recommend for hire; (d) train; and (e) evaluate annually (both student and performance evaluations). TMT shall conduct a background check for all In-Country Personnel as directed by NJIT to the extent permitted by Egyptian laws and promptly provide NJIT with such information for NJIT’s use in evaluating In-Country Personnel.

19.2 All employment and labour disputes between TMT and In-Country Personnel shall be solely handled by TMT and NJIT shall have no responsibility and/or liability for the same. To the greatest extent possible, NJIT shall cooperate with TMT in formulating an academic calendar that will facilitate TMT’s compliance with all applicable Egyptian employment and labour laws, including the Programmes’ Intake Dates, end dates, holidays, and on-site registration.

19.3 No In-Country Personnel shall be authorized or empowered to act as agent for NJIT for any purpose and shall not on behalf of NJIT enter into any contract, warranty, commitment or representation as to any matter. All In-Country Personnel shall be employees of TMT and shall not entitled to any benefits otherwise applicable to NJIT employees or faculty.

19.4 The number of required In-Country Personnel shall be determined by agreement between the Parties and TMT agrees to maintain and fully fund adequate numbers of the same throughout the Term of this Agreement and to reasonably increase the number of such employees at the request of NJIT in order to maintain a quality level of teaching services as per the norms of NJIT and the appropriate accreditation boards.

19.5 NJIT will appoint (as an employee of NJIT) a Dean and/or Executive Director (actual final title to be determined by NJIT) for placement on-site at the Campus and will identify and install the selected candidate before the first Intake Date. The Dean/Executive Director will have direct day-to-day control and authority on behalf of NJIT for all academic and student decisions and employment matters concerning NJIT’s own employees and the recruitment, selection, monitoring, evaluation and oversight of all In-Country Personnel employed at the Branch.

19.6 NJIT shall be solely responsible for student conduct and discipline matters relating to its academic operations, including grade appeals, allegations of cheating, plagiarism or classroom rules. In all such matters, the policies and procedures governing student academic concerns of NJIT at its USA campus shall control to the extent permitted by Egyptian laws. NJIT shall be primarily responsible for addressing non-academic student misconduct and discipline matters, including conduct that may violate US and/or Egyptian criminal laws or disrupt the Programmes at the Branch. In all such non-academic student misconduct or discipline matters, each Party shall immediately communicate any actions and incidents to the other Party in order for the other Party to be aware of the incident and for TMT to retain in-country legal counsel for advice and legal representation of NJIT and/or TMT at TMT’s sole cost and expense (not to be deducted from NJIT’s tuition percentage share).
20. **CAMPUS REQUIREMENTS**

20.1 The Parties shall observe and perform the Campus Requirements as set out in Schedule (4) attached hereto.

21. **GENERAL**

21.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, understandings or discussions between the parties other than representations made fraudulently.

21.2 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of each of the Parties.

21.3 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or relationship of principal and agent between the Parties.

21.4 The rights and remedies of each Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by one Party to the other nor by any failure of or delay by a Party in ascertaining or exercising any such rights or remedies.

21.5 The Parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this Agreement.

21.6 The provisions of this Agreement are severable and distinct from one another, and, if any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

21.7 In the implementation of this Agreement, the Parties agree to respect all the applicable laws and regulations in the Egyptian Territory, public order rules as well as the traditions and culture of Egyptian people provided with respect to NJIT, that such laws, regulations, cultural, religious and/or social customs do not cause NJIT to violate the laws of the USA or the State of New Jersey (USA).

21.8 In the implementation of this Agreement, the Parties also agree to respect the applicable laws and regulations of the USA and State of New Jersey, including: (a) Protection of Human Subjects (45 CFR Part 46); (b) US Export Control (Arms Export Control Act, 22 USC 2751 - 2794; US International Traffic and Arms Regulation, 22 CFR Part 120; Arms Administration Act, 50 USC 2401 - 2420; and US Export Administration Regulations 15 CFR 730 - 774); and (c) Foreign Corrupt Practices Act (15 USC §§ 78dd - 1, et seq.) and all in-country laws regarding bribery and corrupt practices. Each Party agrees not to take any action that would cause another Party to be in violation of US Anti-Boycott laws and regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in any fine, penalty or tax under any US Anti-Boycott law or regulation under the US Export Administration Act of 1979 (and all amendments thereto).

21.9 NJIT undertakes to provide TMT with all the letters, documents and information requested by the Ministry of Higher Education and any other governmental authorities required by TMT to obtain the approvals and the Presidential Decree.

21.10 NJIT and TMT shall have no liability for consequential, exemplary, special, incidental or punitive damages even if advised of the possibility of such damages, including without limitation lost profits and opportunity. In any event, the liability of NJIT for any reason and upon any cause of action shall be limited to the total amount of tuition share received by NJIT under this Agreement.
Except as provided herein, NJIT disclaims all warranties and representations hereunder, either express or implied, with respect to any services to be performed by NJIT hereunder.

21.11 In performing this Agreement, TMT shall not discriminate against any student at the Branch based on sex, race, national origin, religion, colour, affectional or sexual orientation, gender identity or expression, veteran status, disabled veteran status, age or disability or any other form of discrimination prohibited by civil rights principles recognized in Egypt and the USA.

21.12 This Agreement may be executed in one or more counterparts, including facsimiles or electronically, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Branch Campus Agreement to be signed in their respective names as of the day and year below written.

**Tatweer Misr for Touristic Projects and Land Reclamation**

By: __________________
Name: __________________
Title: __________________
Date: __________________

**New Jersey Institute of Technology**

By: __________________
Name: Dr. Joel S. Bloom
Title: President
Date: __________________
SCHEDULE 1

DEED OF TRANSFER AND ASSIGNMENT

This deed of transfer and assignment (hereinafter the “Deed of Transfer”) made effective as of the date of the last signatory hereto (hereinafter “Effective Date”), between:

(1) Tatweer Misr for Touristic Projects and Land Reclamation, a joint stock company established under Law No. 72/2017 registration number xxx located at xxx, Cairo, Egypt, acting by an authorized signatory Mr. xxx, in his/her capacity as xxx (hereinafter “TMT” or “Assignor”);

AND

(2) [to be named], a university institution established under law 162/2018 pursuant to Presidential Decree No. *******, located at xxx, Cairo, Egypt, acting by an authorized signatory xxx, the President of [to be named] (hereinafter “xxx” or “Assignee”).

AND

(3) New Jersey Institution for Technology, a public research university of the State of New Jersey (USA), established by the New Jersey Institute of Technology Act of 1995, acting by an authorized signatory, Dr. Joel S. Bloom, in his capacity as President (hereinafter "NJIT")

Each of the parties shall be referred in this Agreement as “Party” and collectively as “Parties”.

PREAMBLE

Whereas, the Assignee is established as a university institution in accordance with the Presidential Decree No. *******;

Whereas, the Assignor and NJIT have executed a Branch Campus Agreement effective ******* (being referred to hereafter, including all schedules thereto as, “The Agreement”), by which NJIT has accepted the desire of TMT to host a branch of NJIT’s university (“NJIT Branch”) in Mostakbal City, Egypt, at Assignee’s university campus.

Whereas, NJIT has accepted to establish the NJIT Branch at Assignee’s university campus in Mostakbal City, Egypt, pursuant to the terms and conditions of the Agreement.

Whereas, pursuant to Article 3 (Collaboration Framework) of the Agreement, TMT and NJIT have agreed that upon the establishment of Assignee’s university and its existence as a legal entity pursuant to Law No. 162/2018 and the Presidential Decree No. xxx, the Agreement shall be transferred and assigned from TMT to Assignee.
Therefore, the Parties declare their full contractual capacities and express their agreements as stipulated hereunder:

1. **PREAMBLE**

The aforementioned Preamble is integral part of this Deed of Transfer.

2. **PURPOSE OF TRANSFER AND ASSIGNMENT**

The purpose of the assignment pursuant to this Deed of Transfer is to transfer the Agreement dated xx/xx/2020 from TMT to Assignee, together with all the rights and obligations stated under the Agreement.

3. **TRANSFER AND ASSIGNMENT OF THE AGREEMENT**

3.1 For the purpose specified in the preceding clause (2), the Assignor hereby assigns, transfers, conveys and delivers the Agreement and all of its rights and obligations under the Agreement to the Assignee.

3.2 The Assignee shall be obliged and shall have all the rights in the Agreement. Assignee hereby covenants and agrees that it accepts and assumes the Agreement and agrees to perform, observe and discharge all of the covenants, conditions, agreements, terms and obligations on the part of the Assignor to be performed under the Agreement accruing from and after the Effective Date of this Deed of Transfer.

3.3 Assignee agrees that it has reviewed the Agreement and will be bound by all terms and conditions of the Agreement.

3.4 Without prejudice to the generality of paragraph 3.1 above of this clause (3), and for the avoidance of doubt, this assignment includes all the rights and obligations of the Assignor under the Agreement and not any other business of the Assignor whatsoever.

3.5 The assignment shall be for the rights and obligations of the Assignor under the Agreement and all its schedules and attachments. The Assignor warrants and confirmsthat no amendments or variation have been made to the Agreement.

3.6 The assignment shall not serve as any release of claims by NJIT against Assignor for causes of action which arose prior to the Effective Date of this Deed of Transfer.

4. **PERFECTION OF THE TRANSFER AND ASSIGNMENT**

Each of the Parties acknowledges that from the Effective Date of this Deed of Transfer:

(1) The Agreement is irrevocably transferred from the Assignor to the Assignee.

(2) NJIT hereby consents to the assignment, subject to all of the provisions, covenants, agreements, terms and conditions of the Agreement, and also upon and subject to the terms and conditions contained herein. This consent shall not be construed as a consent by NJIT to, or as permitting, any other or further assignment of the Agreement, and no other or further assignment of the Agreement will be made by Assignee without NJIT’s
prior written consent in each instance, in accordance with the provisions of the Agreement.

(3) The Assignee accepts to be Party to the Agreement including all of its rights, liabilities and obligations under the Agreement.

(4) The Assignee shall replace TMT wherever TMT is mentioned under the Agreement. Therefore, all of TMT’s rights, liabilities and obligations under the Agreement, including the recourse to arbitration under Article 14 (Settlement of Disputes) thereto, shall be fully transferred to the Assignee so that the Agreement shall be exclusively between the Assignee and NJIT, as if the Assignee has been party to the Agreement since the Effective Date of the same (as this term is defined under the Agreement). For the avoidance of doubt, TMT shall not be a party to any arbitral procedure related to the Agreement.

(5) Form the Effective Date of this Deed of Transfer, TMT shall no longer be considered as a Party to the Agreement and shall not be liable or responsible for its implementation or enforcement, as it shall be completely substituted by the Assignee.

(6) All communications and notices related to the performance and implementation of the Agreement shall be exchanged, from the Effective Date of this Deed of Transfer, between NJIT and the Assignee in accordance with clause (6) hereunder. TMT shall not be part of any of these communications or notices from the Effective Date of this Deed of Adherence.

5. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR AND ASSIGNEE

The Assignor, Assignee and NJIT hereby represent and warrant, each in relation to its own position and not in relation to the position of the other Parties, that:

(1) This Deed of Transfer constitutes its valid and binding obligation, and is enforceable in accordance with its terms;

(2) Each Party has the corporate power to enter into this Deed of Transfer and to perform all its obligations hereunder; and

(3) Each of the Parties further represents, in relation to its own position, that the execution of this Deed of Transfer and performance of its obligations hereunder shall not and will not violate any provision of any law or regulation or order or decree of any court or governmental authority or of the charter or by-laws of such Party or of any undertaking or agreement to which it is a party or which is binding upon it.

6. NOTICES

Subject to clause 4 (e) of this Deed of Transfer, any notice or request required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given or made when delivered by hand, established courier or mail service, facsimile or electronic email, or telecopier to the Party to which it is required or permitted to be given or made, as follows, or as amended from time to time by any Party by notice to the other:
7. APPLICABLE LAW

This Deed of Transfer shall be subject to Egyptian Law.

8. SETTLEMENT OF DISPUTES

For the purpose of settling any disputes or claims that may arise concerning this Deed of Transfer, the Parties shall exert their best efforts to arrive at a solution by consent by the appropriate representatives of each Party. Should consent prove to be unfeasible, any dispute arising out of the performance of this Deed of Transfer in Egypt shall be finally settled by arbitration under the Rules of Arbitration of the Cairo Regional Center of International Commercial Arbitration by three (3) arbitrators to be appointed in accordance with said Rules. The Parties agree that such arbitrators shall be impartial and independent from the Parties and the President of the tribunal shall not be a national of Egypt. The seat of such arbitration shall be Cairo. The language of the arbitrations shall be English. The applicable law shall be pursuant to clause (7) of this Deed of Transfer. For the avoidance of doubt, any dispute arising under this Deed of Transfer is separable from the Agreement and all Parties represent and undertake not to consolidate any dispute under the Agreement in relation to any dispute under this Deed of Transfer.

9. COUNTERPARTS

This Deed of Transfer may be executed in one or more counterparts, including facsimiles or electronically, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.
IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Deed of Transfer to be signed in their respective names as of the day and year below written.

Tatweer Misr for Touristic Projects and Land Reclamation

By: __________________
Name: __________________
Title: __________________
Date: __________________

[To be named]

By: __________________
Name: __________________
Title: __________________
Date: __________________

New Jersey Institute of Technology

By: __________________
Name: Dr. Joel S. Bloom
Title: President
Date: __________________
SCHEDULE 2

MIDDLE STATES COMMISSION ON HIGHER EDUCATION (MSCHE)
APPROVAL TIMELINE
(To be provided)
SCHEDULE 3
FINANCIAL ARRANGEMENTS

Annual Financial Statements: Means the financial statements prepared, produced and agreed pursuant to this Schedule (3).

Expert: Means firms of reputable accountants with experience in auditing universities or colleges.

Bank Account: Means the bank account established by TMT in Egypt for the benefit of the Parties at a bank as agreed between the Parties and in respect of which NJIT shall be one of the authorized signatories (to the extent permitted by Egyptian law) and TMT shall have the right to nominate a second signatory.

Budgets: Means the Operating Budget, OS&E Budget, Replacement Budget and the Capital Expenditure Budget prepared as set out in this Schedule (3) and approved by TMT in accordance with the terms and conditions of this Schedule (3).

FF&E: Means all furniture fixture, fittings and equipment used in connection with the Branch operations including without limitation class rooms, offices, public area, kitchen, and engineering equipment, telephone, computer systems and accounts systems, carpeting, draperies, wall coverings, lamps, intercoms, videos and all other Branch equipment, signs, machinery, dining room equipment, vehicles and heavy duty equipment, and all Branch systems apparatus and other property used in or held in storage for use in connection with the operation of the Branch (but excluding any Operating Equipment and Operating Supplies the cost for which shall be treated as an Operating Cost).

FF&E Reserve: Means a separate bank account established by TMT (in consultation with NJIT) in the name of the TMT (mentioning the name of the Branch) for the replacement or renewal of the FF&E of the Branch.

Gross Operating Profit “GOP”: Means Gross Revenue less the sum of the Operating Expenses as computed in according to the Egyptian Uniform Accounting System;
Gross Revenue

Means all revenues and income of any nature (exclusive of VAT) derived directly or indirectly from the Branch, or from the use or operation thereof including without limitation tuition, Fees, food and beverage sales, meeting, conference, IT, communications revenues, foreign exchange gains or profits and the proceeds of business interruption insurance relating to the Branch (but not any other insurance proceeds) and other income, otherwise as may be determined in accordance with Egyptian law.

Minimum Working Capital

Means an amount equal to or greater than (cash in flow minus cash out flow) for a period of four (4) months in accordance with the approved Operating Budget by TMT.

Management Report

Means the management reports produced in accordance with clause 2 herein this Schedule (3).

Operating Expenses

Includes but is not limited to all costs and expenses to the extent properly incurred for the benefit of the operation of the Branch as determined in accordance with the Egyptian Uniform Accounting System including but not limited to:

(a) the cost of Operating Equipment and Operating Supplies, advertising, marketing and promotional expenses, the cost of personnel training programs, utility (including computers, broadband/Wi-Fi and telephone costs to include maintenance and repair costs) and energy costs, operating licenses and permits, all professional services (legal, audit etc..) fees, Branch maintenance costs;

(b) all premiums costs and expenses for insurance coverages specified in clause (16) of this Agreement;

(c) employee costs of all Branch employees, including In-Country Personnel described in clause (19) of this Agreement;

(d) reimbursable expenses incurred by TMT exclusively for the benefit of the operation of the Branch and as may be due to TMT pursuant to the terms of this Agreement;

(e) the amounts paid to or retained by TMT;
(f) a reasonable reserve for uncollectible accounts receivable as determined by TMT;

(g) the costs and fees of consultants, professionals and operational experts who are retained or employed by TMT for specialized services on behalf of the Branch; and

(h) Operating Expenses shall exclude any expenses characterized as Non-Operating Expenses under the Uniform System.

Operating Equipment
Means all moveable operating equipment used in the day-to-day operation of the Branch as determined in accordance with the Egyptian Uniform Accounting System.

Operating Supplies
Means all consumable items used in or held in storage for use in the operation of the Branch as determined in accordance with the Egyptian Uniform Accounting System; and

Operating Year
Means an Academic Year, other than with respect to the first operating year which shall run from the initial Intake Date to 31 August of that year.

1. Campus/Branch Budgets

1.1 Not less than sixty (60) working days before the Academic Year, TMT shall prepare a draft of the overall Operating Budget for the first Operating Year consisting of all expenses expected to be incurred by TMT for its operation of the Branch. Within such time, NJIT shall prepare a draft of its portion of the Operating Budget for the first Operating Year consisting of NJIT’s expected expenses for its academic operations at the Branch and submit it to TMT.

1.2 TMT’s draft Operating Budget for each Operating Year following the commencement of the second Operating Year shall be prepared not later than July 1st of the preceding Operating Year and NJIT shall prepare a draft of its portion of such Operating Budgets consisting of the expenses expected to be incurred by NJIT for its academic operations at the Branch by such time as well.

1.3 "Operating Budget" means a statement of estimated Gross Revenue and combined TMT and NJIT Operating Expenses in reasonable detail for each ensuing Academic Year (or current Academic Year with respect to the first such statement) and will include TMT’s estimate of the Capital Expenditure Budget, Replacement Budget and OS&E Budget, and Gross Operating Profit, and a projection of working capital.
requirements for the relevant Operating Year. In TMT’s discretion, the Operating
Budget prepared by TMT for the Branch may be a subset of the overall operating
budget for the Campus. TMT will provide NJIT with copies of all final Operating
Budgets for each Operating Year.

1.4 The "Capital Expenditure Budget" shall include all proposed capital expenditure
requirements for the Branch, including any expenditure on replacements and
renewals of FF&E, expenditures for renovations, alterations, rebuilding, additions
and improvements for the Branch for the relevant Operating Year.

1.5 The “Replacement Budget” shall include separate estimates for: (i) expenditures for
capital equipment not included in FF&E and (ii) expenditures for fixtures,
furnishings and equipment.

1.6 The “OS&E Budget” shall include the replacement costs of the Operating
Equipment.

1.7 For each Operating Year, NJIT will prepare a narrative description of NJIT’s
academic plans and goals (the "Operating Forecast"), including a detailed marketing
plan for operating the Branch for the ensuing Operating Year (or current Operating
Year with respect to the first such statement) and, with respect to the two (2)
Operating Years thereafter, a forecast by summary category of tuition and fee
income, NJIT’s expenses and NJIT’s capital requirements. The Operating Forecast
shall indicate the source of NJIT’s information and shall be revised to contain such
additional information as TMT and NJIT may, from time to time, deem appropriate.

1.8 TMT and NJIT will review the draft Operating Budgets for each Operating Year
and the Parties shall meet to discuss them by August 1st (unless agreed otherwise
by the Parties).

1.9 Following the meeting referred to in the above clause, TMT will notify NJIT within
fifteen (15) working days of the meeting as to whether or not it approves the draft
NJIT portion of the Operating Budget (such approval not to be unreasonably
withheld). Any notice of disapproval shall state which NJIT lines of the relevant
Operating Budget TMT does not approve. If TMT disapproves any of the elements
of NJIT’s portion of the Operating Budget pursuant to this clause then the Parties
shall meet to discuss and try to resolve TMT’s concerns on the draft portion of the
Operating Budget submitted by NJIT and if within (30) days the Parties do not
agree, the matter shall be submitted by either Party for resolution by an Expert in
accordance with clause 5 herein this Schedule (3) (Expert Resolution).

1.10 TMT agrees to approve all reasonable NJIT expenditures set out in NJIT’s portion
of the Operating Budget required for NJIT’s academic operations at the Branch to
comply with the branding requirements for the Branch agreed upon by the Parties ("Brand Required Standard") and to keep it in compliance with legal requirements.

1.11 NJIT will use its reasonable endeavors to operate the Branch in accordance with the Budgets approved by TMT, however, NJIT agrees that no capital expenditures in excess of the amount for the time being provided for in the Capital Expenditure Budget will be incurred without TMT's approval (not to be unreasonably withheld) unless such expenditures are required in the event of an emergency (which may include but is not limited to a risk to health, risk to the security of the Branch), to meet a legal requirement or to maintain the Brand Required Standard agreed between the Parties.

1.12 The Operating Budget will be revised and approved promptly and in advance by TMT to incorporate the following:

(a) variable costs resulting from actual or anticipated variances in occupancy, revenue, volume of business and/or use;

(b) expenditures required on an emergency basis concerning fire, health, life or safety/security standards;

(c) expenditures required to comply with legal requirements or insurance requirements; and

(d) expenditures authorized either by this Agreement (including expenditures required to comply with the Brand Required Standards) or in writing by TMT.

1.13 TMT shall oversee and be responsible for, including full payment and/or reimbursement to NJIT, all activities related to NJIT’s operation of the Branch, whether incurred in Egypt and/or in New Jersey (USA). NJIT may incur expenses that vary from its portion of the Operating Budget up to (10%) above the budgeted amount allocated to NJIT without TMT’s approval within any individual budget line item provided the total Operating Budget is not exceeded by more than (5%). NJIT shall not be precluded from seeking reimbursement and/or payment from TMT for any expense or cost permitted under this Agreement notwithstanding NJIT’s failure to include the same in any of its agreed upon Operating Budgets.

2. Financial Statements/Fiscal Agent

2.1 For each Operating Year, TMT will provide NJIT with reports detailing its balance sheet, profit and loss, income statements and cash flow statement for the Campus (including the Branch) together with a commentary from TMT ("Management Report") for the preceding Operating Year and a cash flow and Working Capital forecast, for the remainder of the Operating Year and a comparison of such results with the result budgeted for the immediately preceding Operating Year, together with a commentary of any significant variation from the annual Operating Budget.
2.2 Within Forty Five (45) days of the end of each Operating Year, TMT will deliver to NJIT the Annual Financial Statements (including a balance sheet, a statement of income, a statement of capital and a statement of cash flow) for the Campus (including the Branch) for the previous Operating Year.

2.4 TMT shall serve as NJIT’s fiscal agent with respect to (and will be responsible for) the billing, collection, refund and financial record keeping of all tuition and Fees billed in-country on behalf of NJIT. All Bursar functions at the Campus shall be provided by TMT and be accordance with NJIT’s US campus policies, procedures and/or guidelines for the same (subject to prior approval by NJIT). NJIT’s Registrar shall provide the TMT Bursar with information and data only as necessary and in the sole discretion of NJIT (TMT shall not have direct access to NJIT’s registration database). All gross tuition billed (less permitted deductions agreed upon by the Parties such as student refunds and scholarships) shall be distributed as follows:

(a) Academic Year starting Fall 2022 (FY23) to Fall 2026 (FY27) – NINETY FIVE PERCENT (95%) to TMT and FIVE PERCENT (5%) to NJIT; and

(b) Academic Year starting Fall 2027 (FY28) to the end of the Term – NINETY FOUR PERCENT (94%) to TMT and SIX PERCENT (6%) to NJIT.

2.5 All Fees billed shall be paid ONE HUNDRED PERCENT (100%) to the Party providing the corresponding service. TMT shall not be permitted to make any deductions from tuition and Fees billed for costs and expenses otherwise payable by TMT or reimbursable to NJIT hereunder until after NJIT’s share of the same is first determined and paid to NJIT. NJIT shall have no responsibility or liability for any amounts owed to TMT by students. All tuition and Fees collected shall be deposited by TMT in the Bank Account. TMT will provide NJIT with copies of all Bank Account statements upon request.

2.6 TMT shall pay NJIT (via wire transfer in US dollars to an account to be designated by NJIT) all amounts due under this Agreement as follows:

(a) All tuition percentage distributions and Fees owed NJIT shall be paid to NJIT by TMT no later than thirty (30) days after the end of each academic semester, without further invoice or demand (NJIT retains the option to annually renegotiate changes to the structure of this financial arrangement after successful completion of the second Academic Year); and

(b) Any other reimbursable amounts due NJIT under this Agreement shall be paid by TMT within thirty (30) days of the date of NJIT’s invoice for the same.

2.7 TMT will keep complete and accurate records of all financial transactions, costs and/or expenditures (including infrastructure) expended by TMT and/or on its behalf in furtherance of this Agreement, including tuition and Fee transactions, in compliance with the Egyptian Uniform Accounting System, and will provide NJIT with a statement of all tuition and Fees billed for the preceding academic semester with each payment required by TMT under clause (2.6) herein this Schedule (3).
TMT will preserve records of all Branch operations (including tuition and Fees billed) for three (3) years from the transaction date, and will make them available for review, audit and verification by NJIT upon request on reasonable advance notice.

3. **Bank Account and Working Capital**

3.1 TMT & NJIT shall jointly operate the Bank Account and manage the cash and finances in relation to the operation of the Branch. For the avoidance of any doubt, TMT agrees and acknowledges NJIT's authority to provide a minimum of two (2) signatories to the Bank Account, subject to TMT consent, such consent not to be unreasonably withheld or delayed, for purposes of operating the Branch in accordance with this Agreement.

3.2 All Gross Revenue from the Branch shall be deposited in the Bank Account and all payments of operating costs and all payments to NJIT and/or to TMT pursuant to this Agreement, including the tuition percentage distributions, shall be made from the Bank Account. The revenues or expenses of any other businesses of NJIT or its affiliates shall not be paid into or out of the Bank Account. NJIT will receive its tuition percentage distribution from TMT even if there are insufficient funds in the Bank Account to pay TMT its tuition percentage distribution share and/or cover all Operating Expenses.

3.3 TMT shall provide NJIT with sufficient working capital (and no less than the Minimum Working Capital) to ensure, at any time and from time to time, the uninterrupted and efficient operation of the Branch, the payment of the current operating costs and to enable NJIT to operate the Campus in accordance with this Agreement.

3.4 NJIT will be entitled in accordance with the approved annual Operating Budget to withdraw from time to time from the FF&E Reserve (including any amounts earned on the sums held in the FF&E Reserve from time to time) the amounts required to make all replacements of, renewals of FF&E. TMT will undertake any such withdrawals from the FF&E Reserve and make such replacements of, renewals of FF&E in accordance with its FF&E Budget.

4. **Performance Test**

4.1 TMT have the right to terminate this Agreement subject to clause (11) of this Agreement if, at any time following the close of any full Operating Year if the Branch has failed the GOP test in either: (i) any three (3) consecutive full Operating Years; or (ii) any three (3) Operating Years (whether consecutive or non-consecutive), out of any five (5) full Operating Years, (and in none of such Operating Years has there been a Force Majeure).
4.2 The GOP test for any Operating Year shall be considered failed if the GOP achieved by the Branch in any full Operating Year is negative and insufficient to cover the Operating Expenses according to the Egyptian Uniform Accounting System.

4.3 The termination by TMT of this Agreement as provided herein this clause (4) herein this Schedule (3), shall be effective within (180) days from the date of TMT 's notice, provided that such notice is given within sixty (60) days of TMT receiving its Annual Financial Statements for the 3rd Operating Year of the three (3) consecutive Operating Years, or the Annual Financial Statements for the 3rd Operating Year, consecutive or non-consecutive, out of any five (5) full Operating Years, as the case may be.

4.3 During the Term of this Agreement the Performance Test in this clause shall be based upon actual GOP only.

4.4 In the event the test has been failed, NJIT has the right to cure the failure and avoid termination by paying an amount to TMT of the difference between the negative GOP (or loss) achieved and the Operating Expenses for the Branch in the third failed test year (“The Cure Option”).

4.5 The Cure Option can be exercised only once during the Term of the Agreement.

5. Expert Resolution

5.1 Where pursuant to this Agreement, an Operating Budget dispute matter is referred to an Expert for determination, the following provisions of this clause shall apply to such Expert's determination:

(a) The Expert shall be one of the reputable accounting firms in Cairo, Egypt with in-depth experience in university or college matters (“the Expert”).

(b) In the event that the Expert’s decision is not accepted by the Parties within fifteen (15) working days, the dispute shall be finally resolved by Arbitration in accordance with clause (14) (Settlement of Disputes) of this Agreement.

(c) Each Party shall be entitled to make written submissions to the Expert and if a Party makes any submission it shall also provide a copy to the other Party and that other Party shall have the right to comment on such submission. The Parties shall make available to the Expert all books and records relating to the issues in dispute and shall render to the Expert any assistance requested of the Parties. For the avoidance of doubt, all submissions, documents and proceedings related to this Clause shall be conducted in English.
(d) The Expert shall act as an expert and not an arbitrator. The terms of engagement of the Expert shall include an obligation on the part of the Expert to establish a timetable for the making of submissions and replies and to notify the Parties in writing of his/her decision within twenty (20) working days from the date on which the Expert has been selected (or such other period as the Parties may agree or as set forth herein).

(e) The costs of the Expert shall be treated as an Operating Expense.
1.1 TMT shall provide all financial resources and other inputs required for all necessary Branch and Campus infrastructure and shall provide all necessary day-to-day logistic support in the administration of the Branch and Campus location. The Campus infrastructure planning, design and/or establishment should include at minimum, sufficient administrative units/offices, class-rooms, tutorial rooms, library, laboratories, seminar rooms, computational facilities, infrastructure for delivery of course materials, language laboratories and all other infrastructure as required/specified by and agreed by both parties at early stages, any further changes will be discussed by both parties and will be agreed before applying with reasonable method and time.

1.2 TMT agrees to provide at its sole cost and expense a Campus infrastructure that is attractive, state-of-the-art, progressive, safe, and appealing to NJIT students, faculty, staff and guests, thus contributing to the enhancement of the international reputation of the Programmes and NJIT. The Campus design and operation shall reflect the needs of a diverse international campus community and promote a high standard of professional appearance.

1.3 The Campus will be executed in four (4) phases over four (4) years.

1.4 TMT will hire a third party / parties to create the campus master plan and design drawings for each phase of the Campus and Branch, NJIT will be involved in the process of the selection of the third party / parties.

1.5 TMT will submit a preliminary main time schedule for the full Campus project, including a breakdown for each phase, and this schedule will be reviewed and adjusted according to all changes that may happen during the process.

1.6 TMT will submit a full RFP as preparation for the selection process of the third party/ parties, with NJIT reviewing and approving the final version with TMT before issuing. The RFP shall include the deliverables for the campus master plan and each design phase to facilitate the shared review of both TMT and NJIT.

1.7 The third party / parties will develop a detailed time schedule for all drawing phases and submissions, after review and approval from TMT and NJIT, it will be the agreed dates of the project and shall be reflected on the main time schedule outlined in Item 1.5 above.

1.8 It is the responsibility of TMT and NJIT to review and approve / comment on the drawings of the Campus and Branch, that will be submitted by third party / parties, to ensure it is fulfilling the general requirements of both Parties. The timeframes and milestones for review and approval will be defined on the detailed time schedule to ensure that the design process is proceeding in accordance with the schedule. NJIT's review shall not relieve the design firm of their responsibility to
maintain the appropriate standard of care for the campus planning, architecture, and engineering necessary to construct the Campus.

1.9 TMT is responsible for the site readiness for the students to start the academic year according to the agreed dates and phasing. TMT will provide regular updates on construction progress and allow NJIT to visit the Campus during construction.

1.11 TMT is responsible for all the governmental approvals; however, the exact timing of approval is subject to the governmental authorities, any delays in the approvals shall affect the proposed timeline of the project will be discussed with NJIT and both parties will agree on the mitigation measurements needed for to complete the four phases of campus delivery.

1.12 During the Term of this Agreement, NJIT shall have the exclusive right to use the Branch infrastructure and/or spaces identified on the design plans for the same, and all furniture, equipment, materials, supplies, fixtures, machinery, instruments, and the like located therein, as being allocated to NJIT only, and a non-exclusive right to use those Campus common areas indicated on such plans to be shared with other occupants, such as entranceways, lobbies, corridors, lavatories, stairways, elevators, parking spaces, etc. All use of the Campus during the Term of this Agreement shall be free of charge or rent. In the event of termination of this Agreement as provided for in this Agreement, NJIT shall be permitted to use the Campus (and permit others to do so on NJIT’s behalf) for a reasonable period of time after termination (not to exceed 180 days) to facilitate the orderly closure of the Branch by NJIT.

1.13 TMT will cause to be furnished and maintained throughout the Term of this Agreement all necessary utilities, services and items required for NJIT’s operation of the Branch and Campus at TMT’s sole cost and expense, including but not limited to heating, ventilation, and air conditioning (HVAC), furnishings, computers, internet service, potable water, gas (subject to availability and authorities approvals), electricity, office equipment, furniture, appliances, cleaning/janitorial services, trash removal, materials, laboratory gases, supplies, etc. Subject to reasons beyond its control, TMT agrees, at its expense, to maintain and keep in good repair the Campus during the Term of this Agreement, including any damages caused by students and visitors. There shall be no liability on the part of NJIT (nor obligation to make repairs) for any portion of the Campus. All damage or injury to the Campus shall be repaired, restored, or replaced promptly by TMT at its sole cost and expense. In the event that TMT shall fail to make such necessary repairs, restorations and replacements, any charge or cost so incurred by NJIT shall be promptly reimbursed by TMT. TMT agrees to keep the Campus and all parts thereof in a clean and sanitary condition and free from trash and flammable/hazardous materials.

1.14 TMT’s administrative responsibilities shall include but not be limited to the following: (a) comply with all applicable Egyptian and/or in-country regulations and rules relating to Campus construction, operation and/or maintenance, including but not limited to, sanitation and safety requirements and health policies and procedures; (b) notify NJIT immediately of any unsafe or unhealthy conditions and take appropriate action to remedy the condition(s); (c) inform NJIT
of any personal injuries and/or accidents, which require medical treatment; (d) obtain all necessary permits and licenses and pay all inspection fees associated with the operation of the Campus (results of all governmental inspections will be immediately given to NJIT); (d) collect and remit to the appropriate taxing authorities all taxes (if any); (e) maintain all capital equipment in excellent repair and condition and be responsible for the maintenance contracts and scheduling of maintenance of all capital equipment; and (f) be responsible for maintaining first aid equipment and supplies in sufficient quantity and Campus areas.

1.15 If the Campus is damaged by any casualty or event to the extent that the same are rendered wholly unfit for occupancy and if the Campus cannot, in the reasonable judgment of the Parties, be repaired within ninety (90) days from the time of such damage, then this Agreement, at the option of either Party, may be terminated as of the date of such damage. If neither Party elects to terminate this Agreement in such event, or if any such damages can, in the reasonable judgment of the Parties, be repaired within ninety (90) days thereafter, TMT agrees to repair such damage promptly and this Agreement shall not be affected in any manner.

1.16 TMT is responsible for the design, construction, infrastructure, furnishing, technology and operation of initial temporary facilities necessary to facilitate the delivery of instruction if the phase 1 facilities, or any subsequent phase, are not delivered in time for the start of the phase. TMT will share the temporary facility plan with NJIT for review and approval a minimum of ninety (90) days in advance of the start of instruction. This approval will not be unreasonably withheld, however, these facilities must be adequate and sufficient in all ways to provide an environment conducive to teaching and learning of the agreed upon disciplines.
IV. ACTION ITEMS

F. APPROVE RESOLUTION FOR 10 YEAR LEASE AMENDMENT FOR SPACE TO EXPAND THE NJIT AT JERSEY CITY FACILITY
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION TO APPROVE A 10 YEAR LEASE AMENDMENT FOR SPACE TO EXPAND THE NJIT AT JERSEY CITY FACILITY

Background:
In September 2019, the NJIT @ Jersey City facility opened next to the Exchange Place PATH station, just one stop from the major WTC transportation hub in NYC. The new 10,565 sq. ft. facility contains 3 classrooms for 40 students each, one instrumented. Courses are taught by NJIT faculty and lecturers and adjuncts, who easily commute from the main NJIT campus in Newark. Although the site was initially intended to support the initiative by the Ying Wu College of Computing, other NJIT disciplines have begun exploring the opportunity to utilize this facility for continuing professional education, graduate and undergraduate course offerings, and certificate programs in this excellent location.

NJIT recently introduced its new “Building on a Strong Foundation – NJIT 2025” strategic plan, which included a notable “Global NJIT” component, aimed at extending NJIT’s outreach, activity and visibility on the international scene. NJIT’s Ying Wu College of Computing (YWCC) enrolls close to 30% of NJIT’s student body, with strengths in Data Science, Cybersecurity, Cloud Computing and Virtual Reality. YWCC interacts with a broad network of technology companies developing and using digital technologies throughout NJ and NY and operates a graduate-level satellite facility in Jersey City. The proposed NJIT-BGU Institute for Cyber Technologies, a partnership between NJIT and Israel’s Ben Gurion University, will be a significant tactic for establishing its international partnerships and achieving intended results of growth in enrollment, research, revenue and reputation.

NJIT and BGU propose to partner in establishing an Institute for Cyber Technologies in Jersey City, NJ. The Institute will capitalize on: 1) the reputations of both universities in relevant technologies, in particular in Data Science and Cybersecurity; 2) the emergence of cyber and digital technologies as topics of paramount importance in the global tech world - academic, corporate and defense – especially in the US and in Israel; 3) the Center’s location close to the epicenter of the “new” tech sector in the USA – New York City. 4) Access to new sources of corporate and philanthropic funding eager to support what could be a formidable combination of an up-and-coming local STEM powerhouse and international tech talent hailing from the Startup Nation.

The Institute would operate on the Waterfront of Jersey City, providing easy access to both NJ and NY. NJIT has leased and renovated space for a modern facility on the 36th floor of 101 Hudson St., and has been operating a satellite location there since September 2019, currently serving 100 graduate-level students - mostly working professionals. The Institute would be active in 1) Education: offering joint NJIT-BGU graduate (MS) degrees and corporate training programs. 2) Applied R&D: with PhD students and research staff, based on corporate, government and defense R&D projects and funding; 3) Entrepreneurship: supporting
commercialization of NJIT, BGU and other R&D and intellectual property through ventures and spinoffs.

In order to accommodate this new partnership, NJIT worked with Savills, a real estate broker that only represents tenants, to exercise our contractual right of first offer on an adjacent 6,656 square foot facility. The terms for the expansion space include, but are not limited to, the following:

- $43 per rentable square foot (total of $286,208 annually) escalating 2% annually
- 12 months free rent from the date of occupancy (estimated in September 2021)
- 10 year lease term commencing after free rent period expires
- 2 month rent and unamortized cost termination penalty after 7 years
- $70 per rentable square foot tenant improvement allowance

Based on the favorable rental market, NJIT realized several concessions on the existing facility lease, including, but not limited to, the following:

- Reduction in existing rent escalation from 2.5% to 2% annually
- 4 months free rent (January 2022, January 2023, January 2025, February 2025)
- New rental rate will apply to the existing space at the effective date of the new space lease
- 10 year lease term commencing with the effective date of the expansion space lease start date

**Implication:**

- Leasing an additional 6,656 rentable square feet of office space will support the partnership between the NJIT and Ben Gurion University.
- Due to the pandemic, lease terms are favorable to tenants, making this an exceptional time for leased facility expansion.
- The landlord is providing $465,920 in tenant improvement allowance requiring no additional capital from NJIT.

**Recommendation:**

Authorize the Administration to negotiate and execute the lease amendment for the 6,656 sq. ft. in the 101 Hudson Street, Jersey City, New Jersey building based on business terms and conditions in the current Letter of Intent with Mack Cali and with the assistance of outside counsel and as analyzed by an independent real estate market expert. The lease of the expanded space will be for an initial 10-year term for a total, not to exceed lease cost of $3,200,000 plus operating expenses.
NEW JERSEY INSTITUTE OF TECHNOLOGY

RESOLUTION TO APPROVE A 10 YEAR LEASE AMENDMENT FOR SPACE TO EXPAND THE NJIT AT JERSEY CITY FACILITY

WHEREAS, New Jersey Institute of Technology introduced its new “Building on a Strong Foundation – NJIT 2025” strategic plan, which included a notable “Global NJIT” component, aimed at extending NJIT’s outreach, activity and visibility on the international scene, and,

WHEREAS, New Jersey Institute of Technology and Ben Gurion University of Israel propose to partner in establishing an Institute for Cyber Technologies in New Jersey, which will be a significant tactic for establishing its international partnerships and achieving intended results of growth in enrollment, research, revenue and reputation, and,

WHEREAS, after careful consideration the administration has negotiated favorable terms with the landlord, Mack Cali, to provide an additional 6,656 gross square feet of space adjacent to the existing space occupied by the Ying Wu College of Computing and other academic enterprises of the University in the NJIT @ Jersey City 101 Hudson Street location, and,

WHEREAS, the total of lease cost for these facilities, will not to exceed $3,200,000 over the 10 year lease term, excluding operating expenses for utilities, taxes, etc. and,

WHEREAS, the funds for these expenditures will be budgeted as operating expenses in future budget years and offset by the anticipated revenue from the NJIT-BGU partnership at this location, and

NOW THEREFORE IT BE RESOLVED that the Board of Trustees authorizes the administration to negotiate the final terms and conditions and execute, as reviewed and approved by outside counsel and analyzed by an independent real estate market expert, the lease of an additional 6,656 gross square feet of office space for a not-to-exceed cost of $3,200,00 over the 10 year lease term, excluding operating costs.

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Holly C. Stern, Esq.
General Counsel/Vice President of
Legal Affairs and
Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS

G. APPROVE RESOLUTION TO AWARD A GENERAL CONSTRUCTION CONTRACT FOR THE RENOVATIONS & IMPROVEMENTS AT THE MICROFABRICATION INNOVATION CENTER, PHASES 2 & 3
Background:

NJIT submitted the original proposal for the development of Medical Devices Innovation Cluster and Technology Translation Ecosystem (TTE) Center to the State of New Jersey in February 2018 with a total budget request of $12.5 million. The original proposal was well received, but partially funded at $3.7 million. The Phase-1 funding has enabled NJIT to renovate and re-purpose of the previously decommissioned Microelectronics Research Center to a new Microfabrication Innovation Center (MIC) that provides a state-of-the art cleanroom class 1000 facility for the fabrication of micro-and nano-electronic devices along with a basic microfluidic sensor fabrication facility. The additional funding of $9 million was requested in February 2019 to complete the renovation, including the purchase of basic photolithography and microfluidic fabrication equipment, to build, integrate and test microelectronic and microfluidic devices and sensors, and to provide seed funding for advanced research and translation of the tested medical devices and sensors to healthcare applications. The phase-2 proposal was again well received, but partially funded at $3.7 million dollars for the purchase and installation of the equipment for fabrication of microelectronic and microfluidic devices.

A Phase-3 proposal requested $5.5M in funding to complete the development of Medical Device Innovation Cluster and TTE Center to develop, test and validate advanced micro- and nano-device fabrication technologies to develop biomarkers-based medical sensors such as Lab-on-a-Chip for detection of HIV and other infectious diseases as well as specific types of cancers. This laboratory will support multidisciplinary research within NJIT and will welcome researchers from other academic institutions and industrial organizations. Renovations within 105 Lock Street, also known as VentureLink 2, are needed to create the medical device validation facility for technology assessment with key stakeholders working towards demonstration of proof-of-value and pre-commercialization for healthcare applications. NJIT’s proposal was once again well received, but partially funded for at $3.7 million dollars.

The administration will conduct a public procurement process utilizing NJIT’s list of prequalified general contractors. This public procurement process will conclude at the end of April 2021. At the end of that public procurement process, the administration seeks to award the contract to the general construction contractor deemed to provide the best overall value to the University, using price and other factors, not to exceed $3,500,000. In order to begin the work in an expeditious manner and complete much of the scope during the summer months, we are requesting the ability to award the project in early May 2021.
**Implication:**

- Awarding the contract for general construction will allow the University to move forward with necessary renovations and equipment installation for Phases 2 & 3 at a not to exceed cost of $3,500,000.
- The project will further expand the newly renovated MIC facility to include a system integration and testing facility with state-of-the-art equipment to complete the development of medical devices innovation cluster and to facilitate commercialization of the innovative medical devices for healthcare applications.
- The renovation and improvements to 105 Lock Street, also known as VentureLink 2, will provide a much-needed medical device validation facility for use by NJIT researchers.

**Recommendation:**

Grant the University Administration the ability to conduct a public procurement process, utilizing NJIT’s list of prequalified general contractors, and award the contract for General Construction to the lowest responsible bidder, determined to provide the best overall value to the University, using price and other factors, for a not to exceed cost of $3,500,000.
RESOLUTION TO APPROVE THE AWARD OF A GENERAL CONSTRUCTION CONTRACT FOR THE RENOVATIONS & IMPROVEMENTS AT THE MICROFABRICATION INNOVATION CENTER, PHASES 2 & 3

WHEREAS, New Jersey Institute of Technology has received seven million four hundred thousand dollars ($7.4M) as part of the University’s approved special state appropriation funding for Fiscal Years 2020 and 2021 for the development of a Medical Devices Innovation Cluster including a Microfluidics Sensor Fabrication Laboratory, and,

WHEREAS, the purchase and installation of equipment to complete the medical devices fabrication and testing facility at the newly renovated MIC and renovations required to build a medical device validation facility at 105 Lock Street, also known as VentureLink 2, for technology assessment for stakeholders working towards demonstration of proof-of-value and pre-commercialization for healthcare applications, and,

WHEREAS, the administration will conduct a public procurement process, including the requesting of proposals from general contractors previously prequalified with NJIT for professional general contractor services of new construction and renovations, to determine the best overall value to the University including price and other factors, and,

WHEREAS, to move forward with the project in an expeditious manner it is recommended that the administration be authorized to award a lump sum contract and subsequent amendment for general construction services, as required, at a not to exceed cost of $3,500,000, and,

NOW THEREFORE IT BE RESOLVED that the Board of Trustees authorizes the administration to award the general construction contract for the new equipment connections at the MIC facility as well as the renovations and improvements at 105 Lock Street, also known as VentureLink 2 to the lowest responsible bidder, at the conclusion of the public procurement process, providing the best overall value to the University, utilizing price and other factors, with a not to exceed cost of $3,500,000.

Holly C. Stern, Esq.
General Counsel/Vice President of Legal Affairs and Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS

H. APPROVE RESOLUTION FOR PRESIDENTIAL SEARCH COMMITTEE
NEW JERSEY INSTITUTE OF TECHNOLOGY
STATEMENT

RESOLUTION TO APPROVE APPOINTMENT TO THE PRESIDENTIAL SEARCH COMMITTEE

New Jersey Institute of Technology (NJIT) proposes a Presidential Search Committee be established effective April 1st, 2021 to review candidates and select finalists for consideration by the Board of Trustees. In tandem with the Search Committee, leads and potential candidates will be sourced by the search firm, Isaacson Miller.

The purpose of the committee is to evaluate and interview all final candidates to determine the best candidate suited for the position to lead NJIT moving forward based on the NJIT Presidential Profile. This Committee will encompass community members in various capacities. Presented is the nominated committee members.
RESOLUTION TO APPROVE APPOINTMENT TO THE PRESIDENTIAL SEARCH COMMITTEE

WHEREAS, by Resolution dated July 13, 2020, the Board of Trustees approved Presidential Search Guidelines (“Guidelines”) establishing the process and timeline for the search and selection of the next NJIT President;

WHEREAS, the Guidelines provide for the establishment of a Search Committee of 21 voting members to recruit a pool of high-ability and high-quality candidates, through a national and proactive search, and to interview, review and select finalists from such pool to be recommended for consideration by the Board of Trustees;

WHEREAS, the Guidelines specify the composition of the Search Committee from groups or positions broadly representative of the university community;

WHEREAS, consistent with the process set forth in the Guidelines, including the process for nominations where applicable, the following individuals have been selected by the Board Chair to serve on the Presidential Search Committee subject to Board approval:

**Board of Trustees Members:**

Search Committee Co-Chair: Diane Montalto
Search Committee Co-Chair: Dennis Toft
Board of Trustees Chair: Robert Cohen
Board of Trustees or Trustee Emeritus member: Joseph Taylor
Board of Trustees or Trustee Emeritus member: Jason Baynes

**Nominees:**

Board of Overseers Chair: Marjorie Perry
Board of Overseers member: Patrick Natale
Senior Administration: Kenneth Alexo
Dean of a College: Moshe Kam
University Senate President or designee: Marybeth Boger
Faculty Senate President or designee: Denis Blackmore
Faculty from Newark College of Engineering: Janice Daniel
Faculty from the College of Architecture and Design: Anthony Schuman
Faculty from the College of Science and Liberal Arts: Linda Cummings
Faculty from Martin Tuchman School of Management: Ellen Thomas
Faculty from Ying Wu College of Computing: Grace Wang
Representative from the Lecturers and Educators Congress: John Esche
Undergraduate Student Senate President or designee: Michael Moussa
Graduate Student Association President or designee: Shomik Mukhopadhyay
NJIT Alumni Association President or designee: Joseph Stanley
Member from one of the six College Board of Visitors: Richard Schatzberg

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees approves the formation of the Presidential Search Committee to include the above-named Trustees and Nominees, effective immediately;

BE IT FURTHER RESOLVED, that the Presidential Search Committee is hereby charged with the responsibilities as set forth in the Guidelines.

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Holly C. Stern, Esq.
General Counsel/Vice President, Legal Affairs and
Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS

I. APPROVE RESOLUTION FOR THE EXECUTION OF A GROUND LEASE, FACILITY LEASE AND PROPERTY MANAGEMENT AGREEMENT SUPPORTING A PUBLIC PRIVATE PARTNERSHIP WITH CHF-NEWARK, LLC FOR THE PURPOSES OF CONSTRUCTING A RESIDENCE HALL AND PARKING ON UNIVERSITY PROPERTY
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION TO APPROVE THE EXECUTION OF A GROUND LEASE, FACILITY LEASE, AND PROPERTY MANAGEMENT AGREEMENT SUPPORTING A PUBLIC PRIVATE PARTNERSHIP WITH CHF-NEWARK, LLC FOR THE PURPOSES OF CONSTRUCTING A RESIDENCE HALL AND PARKING ON UNIVERSITY PROPERTY

Background Statement:

New Jersey Institute of Technology, has examined its facilities needs through a master planning process. Strategic property acquisitions were identified through this process as the University continues its growth trajectory toward a population of 15,000 students. One of those strategic properties includes 200-214 Warren Street, Block 403, Lot 23 in the City of Newark, the former Newark Public Schools Warren Street/History High School. In November 2019, the Board of Trustees authorized the purchase of the property and the administration executed the closing in December 2019.

NJIT, based on its enabling legislation, possesses the general power to enter into a public private partnership agreement to facilitate construction of University infrastructure, as was affirmed in recent correspondence with the State of New Jersey Department of Treasury.

In June 2020, the Board of Trustees authorized the Administration to negotiate and execute a pre-development agreement with RISE Corporation to develop a residence hall and parking facility through a Public Private Partnership for delivery in the summer 2022 through a pre-development agreement. The University Administration, along with RISE and their consultants, finalized the facility design and analyzed the potential financing options to maintain affordability for our students while providing an apartment style residential facility for upper division and graduate students. The facility will include amenities such as full kitchens, private or near-private bedrooms and bathrooms, an outdoor patio with fire pits and outdoor kitchen, study space, and recreation facilities.

A joint meeting of the Audit and Finance and Buildings and Grounds Committees was held in November 2020 to review the progress of the project. Preliminary project terms were reviewed, including project-based financing, draft residential demand, potential rent, and other factors. At that time, based on the uncertainty surrounding enrollment and the residential need in the near term due to the pandemic, the committees requested the Administration continue to evaluate and revisit the details of the project with the committee in the spring of 2021.

On Thursday, March 4, 2021, a second joint meeting of the Audit and Finance and Buildings and Grounds Committees was convened. The Administration, with the assistance of financial consultants and market demand analysts, recommended a revised project approach using an absolute master lease. The approach is generally outlined as follows:
1. The proposed project would be developed and financed through a public-private partnership (P3) through the recommended Absolute Master Lease.

2. Under the P3 financing structure, NJIT will ground lease the land at Warren Street to Collegiate Housing Foundation – Newark who will then fund the development of the residence hall with proceeds from bonds issued through the Essex County Improvement Authority.

3. Collegiate Housing Foundation – Newark, as the owner of the residence hall, will enter into contracts relating to the design, development, construction and management with RISE (Developer), Niles Bolton Associates (Architect), and Terminal Construction (Contractor).

4. The Bonds will be secured by lease payments made by NJIT from the University’s general revenues pursuant to the facility master lease.

5. At the end of the 40-year term of the ground lease, ownership of the residence hall will transfer to the University.

6. The estimated development cost for the project is $95.7 million with construction beginning in Spring 2021 and project completion in Summer 2022, with Fall 2022 occupancy. A delay in the project start will increase project costs.

7. NJIT will be reimbursed the $5M expended to acquire the Warren Street School as upfront ground rent and will be reimbursed for up to $1M of expenses related to the transaction, including, legal, financial, auditing, and other consulting services. This is included in the $95.7M development budget.

8. Annual residual income will support the lease agreement. At 87% occupancy, net revenue is projected to be earned by NJIT.

9. NJIT will enter into a Property Management Agreement with RISE to manage the operation and maintenance of the residence hall.

With the wide availability of a COVID-19 vaccine, the success NJIT has experienced in the fall and spring semesters with enrollment and residence hall occupancy, and the revised project approach to maintain affordability for the NJIT students, the joint committee unanimously voted to recommend the project to the Board of Trustees at the April 1, 2021 meeting.

The NJIT Administration, our outside legal counsel, and the development team have been negotiating the terms of a Ground Lease, Facility Lease, Property Management Agreement, and all other transactional documents required to complete the financing, development, and operation of the residence hall. The Administration is requesting authorization to execute these documents to allow project financing through a bond sale on or about April 29, 2021.
**Implication:**

- Based on the Market Demand Study, which analyzed conservative enrollment projections, there is a demand for additional residential students at NJIT.
- In order to satisfy the identified need for student residential beds and a portion of the identified parking demand, NJIT will enter into a public-private partnership on the Warren Street property.
- NJIT will lease the property commonly known as 200-214 Warren Street to CHF-Newark, LLC via a ground lease for a period of 40 years, to coincide with the anticipated term of financing.
- NJIT will be responsible for the debt service on the bonds required to finance the project through a facility lease.
- At approximately 87% residential occupancy, NJIT will earn net revenue from the project.
- NJIT will recoup the $5M invested in the 200-214 Warren Street property in upfront ground rent at closing.
- Delaying the project for a 2023 opening is anticipated to result between $10-20M in additional project cost due to code changes, construction escalation, and other factors.

**Recommendation:**

Authorize the Administration to execute the Ground Lease, Facility Lease, and Property Management Agreement, each in the form presented to this meeting and all other transactional documents required to complete the financing, development, and operation of the residence hall with such appropriate insertions and changes as counsel may advise and the officer of the University executing the same may approve, such approval to be evidenced by such officer’s execution thereof, for the purpose of the development, financing, and operation of the Student Housing Facility.
NEW JERSEY INSTITUTE OF TECHNOLOGY

RESOLUTION TO APPROVE THE EXECUTION OF A GROUND LEASE, FACILITY LEASE, AND PROPERTY MANAGEMENT AGREEMENT SUPPORTING A PUBLIC PRIVATE PARTNERSHIP WITH CHF-NEWARK, LLC FOR THE PURPOSES OF CONSTRUCTING A RESIDENCE HALL AND PARKING ON UNIVERSITY PROPERTY

WHEREAS, New Jersey Institute of Technology (the "University") is a public research university, duly created and now existing under the New Jersey Institute of Technology Act of 1995, constituting Chapter 64E of Title 18A of the New Jersey Statutes Annotated, as amended and supplemented (the “Act”);

WHEREAS, the University is authorized under the Act to purchase, lease, acquire by gifts, condemnation or otherwise, manage, use, control, encumber and dispose of property, or any interest therein, whether real, personal or mixed, including but not limited to, all buildings and grounds, as necessary or deemed desirable for University purposes, as deemed requisite by the Board of Trustees (the “Board”) of the University;

WHEREAS, the University is the owner of certain property, located on the campus in Newark, New Jersey, commonly known as Block 403, Lot 23 and 200-214 Warren Street (the “Property”); and

WHEREAS, the University desires to permit CHF-Newark LLC, an Alabama limited liability company (“CHF-Newark”), to acquire a leasehold interest in the Property and develop, finance, construct, furnish, equip and operate thereon an approximately 176-unit, 548-bed apartment style student housing facility, approximately 2200 square feet of amenity/retail space and 70 parking spaces, together with ancillary improvements (collectively, the “Student Housing Facility”); and

WHEREAS, to effectuate the foregoing, the University desires to lease the Property to CHF-Newark for the purpose of developing, constructing, furnishing, equipping and financing the Student Housing Facility for the benefit of the NJIT pursuant to the terms of a ground lease agreement between the University as lessor and CHF-Newark as lessee (the “Ground Lease”); and

WHEREAS, the Essex County Improvement Authority (ECIA) has determined to issue its Student Housing Revenue Bonds, in one or more New Jersey Institute of Technology General Obligation Lease Revenue Bonds (CHF-Newark, L.L.C. – NJIT Student Housing Project) Series 2021 (Series 2021 Bonds), under and pursuant to the terms of a Trust Indenture between ECIA and Wilmington Trust, National Association, as Trustee, and to lend the proceeds of the Series 2021 Bonds to CHF-Newark, LLC for the purpose of financing the costs of leasing the Property from NJIT and constructing, furnishing, and equipping the Student Housing Facility
under and pursuant to the terms of a Loan Agreement between the ECIA and CHF-Newark, LLC; and

WHEREAS, simultaneously with the execution and delivery of the Ground Lease, CHF-Newark and the University will enter into a facility lease agreement with CHF-Newark as lessor and the University as lessee (the “Facility Lease”), providing for the lease of the Student Housing Facility by CHF—Newark to the University in furtherance of the University’s educational purpose; and

WHEREAS, the Audit and Finance and the Building and Grounds Committees of the Board have recommended that the Board approve the leasing transactions described above and the financing thereof through the issuance of the Series 2021 Bonds;

WHEREAS, the University authorizes CHF-Newark to enter into the financing transaction with respect to the Series 2021 Bonds and the various instruments, agreements and other documents contemplated thereby to complete the transaction; and

WHEREAS, pursuant to the Facility Lease, the University shall agree to make basic rent payments thereunder directly to Wilmington Trust, National Association, as Trustee, in such amounts and at such times as are sufficient to pay the debt service payments on the Bonds;

WHEREAS, as further security for the payment of the Bonds, CHF-Newark shall execute and deliver to the Trustee a leasehold mortgage on the Property, to be dated the date of issuance of the Bonds;

WHEREAS, RISE Highlanders, LLC, as the developer for the Student Housing Facility pursuant to the Development Agreement with CHF-Newark, LLC dated as of April 1, 2021, will enter into American Institute of Architects (AIA) form agreements between owner and architect and between owner and contractor with respect to the design and construction of the Student Housing Facility; and

WHEREAS, NJIT intends to enter into a Property Management Agreement with RISE Residential, LLC, a Georgia limited liability company, for the purposes of property management for the Student Housing Facility with an initial term of three (3) years with two (1) year extensions;

WHEREAS, the Board intends hereby to authorize and approve the Ground Lease, Facility Lease, and the financing of the Student Housing Facility through the issuance by the Essex County Improvement Authority of its Student Housing Revenue Bonds (CHF-Newark, L.L.C.—New Jersey Institute of Technology Project), Series A and Federally Taxable Series B Bonds (collectively, the “Bonds”) pursuant to the terms of the County Improvement Authorities Law, the related Trust Indenture and other bond documents, the Purchase Contract for the Bonds, the Official Statement relating to the Bonds, and such other documents and certificates as may be required to accomplish the foregoing, and desires to authorize the officers of the University to take all action necessary and appropriate to accomplish the financing of the Student Housing
NOW, THEREFORE BE IT RESOLVED as follows:

Section 1. The Warren Street Residence Hall Project. The Board hereby declares the transactions described in this Resolution (collectively, the “Warren Street Residence Hall Project”) to be an authorized undertaking of the University and directs and authorizes its Authorized Officers (as described below) to (a) execute and deliver all documents necessary to enable the University, as permitted by the Act, to enter into the Ground Lease and Facility Lease, as negotiated, reviewed, and approved by outside counsel, which provides for the issuance of the Bonds and finance the costs of the Warren Street Residence Hall Project; (b) to review, permit and facilitate the preparation and recording of the Leasehold Mortgage; and (c) to negotiate, execute and deliver a property management agreement between the University and Rise Residential, LLC (the “Property Management Agreement”) to engage Rise Residential, LLC to manage the Student Housing Facility.


(a) The University hereby authorizes the issuance of the Bonds in one or more series in an aggregate principal amount not exceeding $110,000,000, the proceeds of which will be used to (i) finance the costs of the Warren Street Residence Hall Project, (ii) fund capitalized interest on the Bonds (if any), and (iii) pay certain costs incurred in connection with the issuance and sale of the Bonds.

(b) The Bonds shall mature on the dates in each of the years and in the principal amounts, bear interest at the rate or rates and be subject to redemption prior to maturity on such terms and conditions, as shall be set forth in the Trust Indenture; provided, however, that (i) the aggregate principal amount of the Bonds shall not exceed $110,000,000, (ii) the final maturity of the Bonds shall not be later than July 15, 2061.

(c) The Chairperson, Vice-Chair Person, the Secretary or Assistant Secretary of the Board, the President, the Senior Vice President for Finance and CFO, and Senior Vice President for Real Estate Development and Capital Operations (hereinafter the “Authorized Officers”) are hereby authorized to execute and deliver on behalf of the University the Ground Lease, Facility Lease, and Property Management Agreement, each in the form presented to this meeting with such appropriate insertions and changes as counsel may advise and the officer of the University executing the same may approve, such approval to be evidenced by such officer’s execution thereof, for the purpose of the development, financing, and operation of the Student Housing Facility. Such persons are further authorized to execute any and all additional documents and forms deemed necessary to effectuate the terms of the aforementioned Ground Lease, Facility Lease and Property Management Agreement and all other transactional documents required to complete the financing, development, and operation.
of the residence hall.

**Section 3. Prior Resolutions.** All prior resolutions of the University or portions thereof inconsistent herewith are hereby amended to conform to the provisions of this Resolution to the extent of any such inconsistency.

**Section 4. Effective Date.** This Resolution shall take effect immediately.

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Holly C. Stern
General Counsel and
Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS

J. APPROVE RESOLUTION TO AWARD OF THE GENERAL CONSTRUCTION CONTRACT FOR THE RENOVATIONS & IMPROVEMENTS AT CULLIMORE LECTURE HALL #1
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION TO APPROVE THE AWARD OF THE GENERAL CONSTRUCTION CONTRACT FOR THE RENOVATIONS & IMPROVEMENTS AT CULLIMORE LECTURE HALL #1

Background:

Cullimore Lecture Hall #1 is a 1,500 square foot facility located within Cullimore Hall, which is the home to the College of Science and Liberal Arts. The room was last renovated in 1981 and needs renewal and revitalization. This lecture hall is one of the University’s primary large meeting spaces for a variety of classes as well as many outside meetings and events.

The proposed renovation work will provide a complete room revitalization. The project objectives are to provide new furniture with integrated power, a formal and inviting entry, new flooring, wall and ceiling treatments, and additional soft seating. Provisions will be made to provide a new audio-visual system as well as new LED lighting to support classroom instruction as well various meetings and events.

The administration will conduct a public procurement process utilizing NJIT’s prequalified list of general contractors. This public procurement process is expected to conclude in the middle of April 2021. At the end of that process, the administration seeks to award the contract to the general construction contractor deemed to provide the best overall value to the University, using price and other factors, not to exceed $1,250,000.

Implication:

• Awarding the contract for general construction will allow the University to move forward with the construction needed at Cullimore Lecture Hall #1, an important lecture hall for the University.
• The renovation and renewal of Cullimore Lecture Hall #1 will provide an upgraded space to support classroom instruction, lectures, and meetings. The improvements to this heavily utilized lecture hall will have an impact university wide and will be a resource for students, faculty, staff and visitors to the university.
• Waiting until the end of the procurement process will delay the start of the construction by approximately 2 months until approval can be granted by the Board of Trustees at the June 10, 2021 meeting. This will have a detrimental impact on having this lecture hall fully renovated for the fall 2021 semester.
• Funding for the project will be from the approved FY21 capital budget.

Recommendation:

Grant the University Administration the ability to award the contract for General Construction to the lowest responsible bidder, determined to provide the best overall value to the University, using price and other factors, for a not to exceed cost of $1,250,000.
RESOLUTION TO APPROVE THE AWARD OF THE GENERAL CONSTRUCTION CONTRACT FOR THE RENOVATIONS & IMPROVEMENTS AT CULLIMORE LECTURE HALL #1

WHEREAS, on July 23, 2020 the Board of Trustees of New Jersey Institute of Technology approved the Resolution to Adopt FY2021 Operating and Capital Budgets, and,

WHEREAS, the renovation and renewal of Cullimore Lecture Hall #1 will deliver an important classroom, instruction and event space, providing an improved learning environment for students, staff, faculty, alumni, and visitors and,

WHEREAS, the administration will conduct a public procurement process, including the requesting of proposals from general contractors previously prequalified with NJIT for professional general contractor services of new construction and renovations, to determine the best overall value to the University including price and other factors, and,

WHEREAS, to move forward with the project in an expeditious manner it is recommended that the administration be authorized to award a lump sum contract and subsequent amendment for general construction services, as required, at a not to exceed cost of $1,250,000, and,

WHEREAS, the funds for these expenditures will come from the FY21 Capital Budget adopted by the Board of Trustees on July 23, 2020, and

NOW THEREFORE IT BE RESOLVED, that the Board of Trustees authorizes the administration to award the general construction contract for the renovations and improvements at Cullimore Lecture Hall #1 to the lowest responsible bidder, at the conclusion of the public procurement process, providing the best overall value to the University, utilizing price and other factors, with a not to exceed cost of $1,250,000.

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Holly C. Stern
General Counsel and Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
IV. ACTION ITEMS
    K. APPROVE RESOLUTION FOR FACULTY APPOINTMENT WITH TENURE
STATEMENT

RESOLUTION TO APPROVE FACULTY APPOINTMENT WITH TENURE

By approving recommendations for appointment with tenure, New Jersey Institute of Technology recognizes faculty members whose prior accomplishments in scholarly research, excellence in teaching, and meaningful service, after a rigorous review by their peers as well as university administration, consistent with the policies and procedures outlined in the Faculty Handbook, are of such caliber that they warrant the distinction of this recognition resulting in their recommendation for appointment with tenure.

The administration recommends the action described in the attached resolution, which has been prepared for your consideration.
RESOLUTION TO APPROVE FACULTY APPOINTMENT WITH TENURE

WHEREAS by awarding tenure, New Jersey Institute of Technology recognizes faculty members for their prior accomplishments in scholarly research, excellence in teaching, and meaningful service, after a rigorous review by their peers as well as university administration, consistent with the policies and procedures outlined in the Faculty Handbook, are of such caliber that they warrant the distinction of this recognition resulting in their recommendation for tenure, and

WHEREAS the accomplishments of Ms. Kelly Hutzell displays patterns of sustained leadership in teaching; scholarly activities; including original, creative, and professionally recognized work; and service, and is to be appointed to Associate Professor with tenure, and

WHEREAS the administration recommends that said appointment with tenure be granted;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees approves the appointment of Ms. Kelly Hutzell to Associate Professor with tenure.

Holly C. Stern, Esq.
General Counsel/Vice President of Legal Affairs and Secretary to the Board of Trustees
New Jersey Institute of Technology

April 1, 2021
Board Resolution No.
V. REPORTS
   A. PRESIDENT’S REPORT
New Jersey Institute of Technology (NJIT), established in 1881, is New Jersey’s main public STEM university and one of only three R1 universities operating in New Jersey. Ranked #97 nationally in 2020 by USNWR, NJIT enrolls close to 12,000 students, of which more than 32% are first generation college students and very diverse in culture, ethnicity, race and gender. NJIT is consistently ranked as #1 nationally for upward student economic mobility. NJIT’s Ying Wu College of Computing (YWCC) enrolls close to 30% of NJIT’s student body, with strengths in Data Science, Cybersecurity, Cloud Computing and Virtual Reality. YWCC interacts with a broad network of technology companies developing and using digital technologies throughout NJ and NY and operates a graduate-level satellite facility in Jersey City.

In 2020, NJIT introduced its new “Building on a Strong Foundation – NJIT 2025” strategic plan, which included a notable “Global NJIT” component, aimed at extending NJIT’s outreach, activity and visibility on the international scene. The NJIT-BGU Institute for Cyber Technologies, a partnership between NJIT and Israel’s Ben Gurion University, operating in New Jersey, will be one of the first steps in this direction.

Ben Gurion University of the Negev (BGU), established in Beer-Sheva, Israel in 1969, is a world-renowned institution of research and higher learning. With some 20,000 students, BGU is an oasis of innovation in Israel’s Negev desert, with strengths in cyber and homeland security; alternative energy; desert and water research; global health; and medical technologies. BGU is playing a critical role in transforming Beer-Sheva into Israel’s next high-tech center. Leveraging the R&D prowess of BGU, its Advanced Technologies Park (ATP) houses multi-national high-tech companies, such as EMC, Oracle, Hewlett Packard, Deutsche Telekom and CyberLabs – a cybersecurity startup incubator operated by JVP - Israel’s largest venture capital fund. The Israeli government has recently established CyberSpark - a national cyber innovation arena in Beer-Sheva - a joint venture between the Israeli National Cyber Bureau, BGU and other government agencies. IL-CERT (Israel’s Computer Emergency Response Team) - Israel’s civilian center for addressing Information Security and Cyber events - is also located nearby. Within BGU, Cyber@BGU is an umbrella organization, home to various cyber security, big data analytics and applied Data Science and AI research activities. Cyber@BGU supports the most innovative and technologically challenging R&D projects with industrial and governmental partners and is an incubator for tech transfer and spinoffs of relevant academic research originating at BGU.
Partnership Principles

NJIT and BGU propose to partner in establishing an Institute for Cyber Technologies in New Jersey. The Center will capitalize on: 1) the reputations of both universities in relevant technologies, in particular in Data Science and Cybersecurity; 2) the emergence of cyber and digital technologies as topics of paramount importance in the global tech world - academic, corporate and defense – especially in the US and in Israel; 3) the Center’s location close to the epicenter of the “new” tech sector in the USA – New York City. 4) Access to new sources of corporate and philanthropic funding eager to support what could be a formidable combination of an up-and-coming local STEM powerhouse and international tech talent hailing from the Startup Nation.

The Institute will operate with faculty and instructional staff originating in both NJIT and BGU, located physically in NJ. For NJIT, this unique partnership with a leading Israeli university would (a) Strengthen its national and international reputation and visibility in Cyber Technologies and related fields. (2) Increase its regional, national and international visibility as it plays a more significant role in the local NY/NJ tech community. (3) Generate new revenue streams and philanthropic opportunities. (4) Increase access to international students, and (5) Increase NJIT’s economic impact in NJ.

For BGU, establishing a permanent academic presence in the NJ/NY region would (1) Strengthen its international reputation and visibility in Cyber Technologies and related fields. (2) Allow it to collaborate and synergize with leading US universities in the NYC area. (3) Provide access to new sources of revenue, research funds and venture capital. (4) Provide access to US technology companies in the largest financial and second-largest tech eco-system in the world, and (5) Provide access to international students.

The State of NJ, through its “Choose NJ” agency, has pledged support (probably $1.5M) to kickstart the Institute’s mission of economic development. Governor Murphy is personally involved in supporting the partnership and will host the signing ceremony for the Founding Agreement on March 16, 2021.

Partnership Details

The Institute would operate on the Waterfront of Jersey City, providing easy access to both NJ and NY. NJIT has leased and renovated space for a modern facility on the 36th floor of 101 Hudson St., and has been operating a satellite location there since September 2019, currently serving 100 graduate-level students - mostly working professionals. The Institute would be active in 1) Education: offering joint NJIT-BGU graduate (MS) degrees and corporate training programs. 2) Applied R&D: with PhD students and research staff, based on corporate, government and defense R&D projects and funding; 3) Entrepreneurship: supporting commercialization of NJIT, BGU and other R&D and intellectual property through ventures and spinoffs.

In its first (3-year) stage the Institute would be “incubated” within NJIT and kick-started through internal investment, government and philanthropic support - jointly raised by both universities from local supporters in the NY/NJ region, and eventually be self-sufficient, possibly even an independent legal entity – easily doable in the NYC Metro area, which has an insatiable hunger for expertise in Data
Science and Cybersecurity. R&D commercialization will be done through an entrepreneurial program, drawing on NYC and parts of NJ as a fertile breeding ground for entrepreneurs and a major source of venture capital. This type of activity could attract startup ventures from the region and from Israel to NJ and add extra dimensions to the Institute.

The Center will be led initially by NJIT, specifically by its Ying Wu College of Computing – the largest generator of computing talent in the tri-state area. The Dean of that College is Dr. Craig Gotsman – the Technion co-founder of Cornell Tech in NYC and a tech entrepreneur. His leadership experience in building an Israeli/US academic joint venture could be valuable in this project and will streamline the effort that both NJIT and BGU will invest in getting the venture off the ground. As the Institute stabilizes and grows, new fields of joint NJIT-BGU R&D activity will be added to the Institute, in particular those related to Civil Engineering.
Testimony from Dr. Joel S. Bloom, President of New Jersey Institute of Technology, to New Jersey’s Senate Budget Committee
March 16, 2021

Thank you Senator Sarlo and members of the Senate Budget and Appropriations Committee for the opportunity to provide written testimony regarding Governor Murphy’s proposed budget for Fiscal Year 2022. The proposed budget provides increased funding for higher education and for New Jersey Institute of Technology (NJIT), which is both welcomed and needed. NJIT is truly appreciative of efforts by Governor Murphy and New Jersey’s state legislative leaders to strengthen our innovation economy and improve funding for higher education.

For New Jersey to prosper, our institutions of higher education must prepare a workforce that can thrive within and lead an economy driven by technological innovation. Our research universities must accelerate and deliver scientific breakthroughs that improve the quality of life and spur economic growth. As our state’s public polytechnic university, NJIT has been highly successful in achieving each of those goals. NJIT prepares students to become leaders in the technology-dependent economy of the 21st century, and we are one of only 131 universities nationwide rated an “R1” research university by the Carnegie Classification®, which indicates the highest level of research activity.

NJIT is a launching pad for its students, because we prepare them to excel in the fields and jobs that are in high demand and that are at the core of what is unquestionably a technology economy. We educate approximately one-third of New Jersey’s engineers and scientists, and our students have an average of nearly three job offers prior to graduation. Of particular note, NJIT is ranked No. 1
nationally by *Forbes* for the upward economic mobility of its lowest-income students. We also are ranked in the top 100 colleges and universities nationally for the mid-career earnings of graduates, according to PayScale.com. Because of the significant demand for NJIT’s graduates, our university has continued to grow its diverse enrollment, faculty, facilities, and research.

In addition to preparing the workforce needed by our state’s most critical industries, NJIT conducts more than $160 million in research activity each year. The research produced each year is practical or applied in nature, solving real-world problems in areas that include health care and medical devices, civil infrastructure, advanced manufacturing, cybersecurity, transportation, nanotechnology, clean energy, clean water, resilient design, national defense, financial services, materials science, and many other fields. In response to the Covid-19 crises, we recently received two National Science Foundation grants related to COVID-19 research. The first was a RAPID Grant that will enhance contact tracing and predict the environmental spread of the virus. The second was a grant to develop next-generation functional carbon nanotube technology (fCNT) for manufacturing scalable membranes for water purification to produce virus-free medical grade water. The fCNT technology additionally is aimed at the development of adsorbents for air purification and decontamination of PPE to prevent the spread of the virus.

**NJIT also is a catalyst for economic growth, with an annual economic impact on the State of New Jersey that exceeds $2.8 billion.** Our New Jersey Innovation Institute (NJII), *VentureLink*, and *Makerspace* at NJIT provide direct linkages to industry and foster partnerships that lead to new products, business solutions, and the application of shared resources and expertise toward solving complex problems. A recent example of this work is the launch of Biocentriq, one of NJII’s most promising ventures. **Biocentriq** is bringing industry, technology
developers, regulatory agencies, and academia together to address manufacturing challenges in cell and gene therapy and regenerative medicine. We are partnering with New Jersey companies to develop processes, conduct clinical production trials, and train employees in this growth and life-saving sector.

NJIT’s role in preparing STEM professionals from underrepresented populations is particularly critical to New Jersey’s future. Each year, the United States has millions more available STEM jobs than it has skilled workers to fill them. It’s clear that we need to expand the talent pipeline, and the best way to do that is to attract people who have not been sufficiently tapped into—women and underrepresented minorities as well the very large contingent of students who migrate out of New Jersey. NJIT is our state’s greatest source of STEM talent. More than 90% of our students are in STEM disciplines, and we are a top 20 national university for producing Black and Hispanic engineers. Of note, 62% of all engineering degrees awarded to Black and Hispanic students by New Jersey public institutions are awarded by NJIT. NJIT is a leader in supporting the Governor’s and the Office of the Secretary of Higher Education’s, “The State of Innovation: Building a Stronger and Fairer Economy in New Jersey,” and “Where Opportunity Meets Innovation, A Student-Centered Vision for New Jersey Higher Education,” respectively.

Our efforts to grow the talent pipeline start long before students enroll at our university. NJIT’s Center for Pre-College Programs works annually with approximately 4,300 pre-college students who are predominantly underrepresented females and minorities from the greater Newark area. Of those students, more than 200 enroll as undergraduates at NJIT each fall and pursue STEM professions. Today, we are working aggressively in cooperation with Mayor Ras Baraka and the Newark Public Schools to double the number of Newark students enrolled at NJIT. We recently launched the Newark Math Success Initiative (MSI) to help meet that goal. MSI is designed to
strengthen students' math knowledge and skills as well as their college readiness. It also provides professional development to a select number of mathematics teachers from designated high schools in order to build learning communities that support best practices in mathematics instruction.

If New Jersey is to succeed in developing the diverse workforce necessary to support an innovation economy, it must provide resources that support students in the STEM disciplines as well as the colleges and universities that educate those students. The fact is it costs much more for a college or university to offer STEM programs. Numerous studies, including ones by the Center for STEM Education and Innovation as well as the National Bureau of Economic Research (NBER), have documented that delivering STEM programs costs 60% to 100% more than most other academic programs. The highest cost among the STEM disciplines is engineering. These higher costs are driven by multiple factors, including necessary infrastructure costs for labs and high-tech equipment as well as the salaries required to attract faculty with lucrative job options in the private sector. Such expenses are not avoidable.

The funding of STEM education has clear implications for our economic future. Without consideration for the STEM cost factor, particularly for NJIT (the State's 90+% STEM university), New Jersey will not be able to produce the workforce needed for an innovation economy to thrive, and STEM programs will become increasingly out of the financial reach of students from low-income families. If we fail to recognize the importance of investing in STEM education, our workforce will weaken, our economy will suffer, and students from low-income families will lose significant opportunities to pursue the careers that offer the greatest economic prosperity.
I am grateful for the opportunity to offer this testimony, and I would welcome any engagement in further discussions. If New Jersey is to succeed in developing the workforce and research necessary to support a knowledge, innovation, and technology economy, we must provide resources that support students in the high demand STEM disciplines. Thank you for your commitment to NJIT and New Jersey’s public colleges and universities, as well as the students we serve.

Sincerely,

Dr. Joel S. Bloom
President
New Jersey Institute of Technology
V. REPORTS

B. REPORT OF ALUMNI ASSOCIATION
Introduction remarks –

Thank you for this opportunity to update you on NJIT’s Alumni Association. My name is Ralph Jimenez, BA IS ’02, and President of the Association. This is my first year serving on the Alumni Board. I’ve organized my comments today into three key areas [1,2,3] that illustrate the breadth and depth of the Alumni Association’s focus. The Alumni Association Board consists of 21 alumni; receiving support from the Office of Alumni Relations.

1. Expansion of alumni engagement groups
   
   The Alumni Association has made an effort to diversify alumni groups. To that end, I am pleased to recognize new leadership from:
   
   - EOP alumni group;
   - BAA (Black Alumni Association);
   - WAVES (women and alumnae volunteering in education and STEM).

2. Collaboration

   Building on the efforts of Dennis Ciemniecki, past president of the Alumni Association, the Alumni Association has refined its committees to focus on areas of greatest impact for alumni. Chief among those efforts will be our focus on increasing the breadth and quality of communications to, and from, alumni. We have taken some steps in that direction:
Comments by Alumni Association President, Ralph Jimenez ’02

- I had the opportunity to meet with President Bloom and Provost Deek to discuss strategic support;

- Working with the Alumni Office, we have formed committees to refine the effectiveness of alumni communications and volunteer leadership.

3. Continuing the “digital pivot”:

- Under the continuing impact of COVID, we are heavily invested in expanding our virtual offerings. These include:
  - Virtual “Speed” Mentoring;
  - The new “Engage!” newsletter, which highlights volunteer opportunities, alumni job postings, and volunteer stories;
  - Video “tributes” from segmented alumni groups, including volunteers, mentors, reunion classes, alumni by college, and others as identified by the Alumni Office.

4. Measuring engagement

- The Alumni Association is completely focused on “moving the needle” in alumni engagement. This comprises communications, events, volunteer recruitment, and ultimately philanthropy. Although we don’t lead every part of this effort, all Board members are informed and involved in supporting all of those efforts. Two years ago, we created a dashboard to track alumni engagement. This year, we are
focused on making that dashboard sustainable and function in “real time.”

In closing, the Alumni Association is functional well and pursuing activities that quantitatively improve NJIT’s alumni engagement score. I look forward to returning in one year to update you further on our collective success. At this point, I am happy to answer any questions.

And as a reminder to everyone, Alumni Weekend will take place from Thursday, May 20 to Saturday, May 21. More than 100 people have already signed up, including 49 alumni. Our goal is to get at least 800 total attendees this year. All Trustees and Overseers are welcome.
V. REPORTS

C. REPORT OF FY2021 FUNDRAISING PROGRESS TO DATE
FY2021 Fundraising Report as of March 1, 2021

Executive Summary

Kenneth Alexo, Jr.
Vice President, Development & Alumni Relations

• **Overall Philanthropic Commitments:** Between July 1 and February 28, 2021, the university secured a total of $7.87 million in outright cash gifts, new pledges, gifts-in-kind, and planned gifts, including documented bequest intentions. This puts us roughly $1.2 million ahead of where we were last year at this time. We were able to surpass last year’s progress to-date thanks, in large part, to a seven-figure pledge solicited and closed by President Bloom and a $385,000 grant from the Martinson Family Foundation, which Provost Deek was instrumental in securing. The former gift will endow a scholarship for student-athletes with financial need, while the latter will fund the next-generation development of our converged learning model.

It should be noted that the amount raised thus far does not include a $6.1 million verbal commitment, which is currently being finalized and should be signed at some point later this month. Moreover, the total amount of new gifts, pledges, and planned gifts that have been solicited or are in negotiation but have not yet closed remains north of $20 million. Our FY21 goal in this category is $18 million.

• **Cash and Deferred:** Outright cash gifts, pledge payments, gifts-in-kind, and irrevocable planned gifts for the current fiscal year are trending a bit behind where we were last year at this time. We have thus far brought in $6.1 million, which represents 44% of our $14 million goal and is $1.7 million less than our FY20 total through February 29, 2020. The primary difference between this year’s and last year’s numbers in this category is a $2.7 million estate gift received and recorded in the fall of 2019.

We anticipate receiving at least $3.3 million in pledge payments between now and June 30, 2021, which will considerably bolster our cash and deferred total.

Cash gifts and pledge payments to NJIT’s endowment – the overall value of which exceeded $150 million as of December 31, 2020 – totaled $3.4 million during the first seven months of FY21. In the first seven months of FY20, the university received $5.1 million in endowment gifts (including the $2.7 million estate gift noted above).

• **Annual Fund:** Cash gifts to the annual fund and the Highlander Student Emergency Fund (HSEF) totaled $700,692 as of February 28, 2021. This amount represents 64% of our $1.1 million goal for FY21, and puts us about $80,000 ahead of last year at this time. This positive difference is largely attributable to an increase in giving to the HSEF, for which $180,000 has been raised since July 1, 2020.
• **Alumni Participation Rates:** Both the overall and undergraduate-only alumni giving rates are trending behind FY20. The overall rate stands at 3.74% as of February 28, 2021 (one percentage point below FY20’s progress to date), while the undergrad-only rate is 4.49% (about one and a half percentage points behind last year). We need roughly 2,750 alumni to make gifts in the final four months of FY21 in order to achieve our goal for the overall participation rate (8.4%), and a little less than 2,300 alumni who earned an undergraduate degree at NJIT to do so in order to reach our goal of 10.5% for the undergrad-only giving rate. (The latter number is the one that is used by *U.S. News & World Report* in its annual rankings of colleges and universities.) A full calendar of giving appeals, both print and digital, is scheduled through the end of the fiscal year on June 30.
NJIT Board of Trustees

Development & Alumni Relations
FY2021 Fundraising Progress to Date

April 1, 2021
Development & Alumni Relations

FY2021 Goals

- Overall philanthropic commitments (i.e., outright cash gifts, whole pledges, gifts-in-kind, planned gifts, including documented bequest intentions): $18 million

- Cash and irrevocable deferred gifts (i.e., outright cash gifts, pledge payments, gifts-in-kind, and irrevocable planned gifts): $14 million

- Unrestricted gift income (annual fund), plus Highlander Student Emergency Fund: $1.1 million

- Overall alumni participation rate: 8.4%

- Undergraduate alumni participation rate: 10.5%

- Percentage of alumni with an engagement score of 4 or higher: 18.5%
# FY2021 Fundraising Report

**July 1, 2020 - February 28, 2021**

<table>
<thead>
<tr>
<th></th>
<th>FY21 as of 2/28/2021</th>
<th>FY21 GOAL</th>
<th>% to GOAL</th>
<th>FY20 as 2/29/2020</th>
<th>FY20 FINAL</th>
<th>FY21 v FY20 Increase / (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Overall Philanthropic Commitments</td>
<td>$7,872,171</td>
<td>$18,000,000</td>
<td>44%</td>
<td>$6,632,298</td>
<td>$13,583,990</td>
<td>$1,239,873</td>
</tr>
<tr>
<td>2. Cash and Deferred</td>
<td>$6,097,784</td>
<td>$14,000,000</td>
<td>44%</td>
<td>$7,786,375</td>
<td>$15,829,896</td>
<td>($1,688,591)</td>
</tr>
<tr>
<td>3. Annual Fund plus HSEF</td>
<td>$700,692</td>
<td>$1,100,000</td>
<td>64%</td>
<td>$619,986</td>
<td>$759,602</td>
<td>$80,707</td>
</tr>
<tr>
<td>4a. Alumni Participation</td>
<td>3.74%</td>
<td>8.40%</td>
<td>45%</td>
<td>4.82%</td>
<td>8.16%</td>
<td>(1.07%)</td>
</tr>
<tr>
<td># of Alumni Donors</td>
<td>2,160</td>
<td>4,904</td>
<td>44%</td>
<td>2,742</td>
<td>4,618</td>
<td>-582</td>
</tr>
<tr>
<td>4b. Undergraduate Alumni</td>
<td>4.49%</td>
<td>10.50%</td>
<td>43%</td>
<td>5.92%</td>
<td>10.35%</td>
<td>(1.43%)</td>
</tr>
<tr>
<td>Participation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># of Undergraduate Alumni Donors</td>
<td>1,680</td>
<td>3,929</td>
<td>43%</td>
<td>2,178</td>
<td>3,787</td>
<td>-498</td>
</tr>
</tbody>
</table>
# FY2021 Fundraising Report

**July 1, 2020 - February 28, 2021**

## Giving by Purpose

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Overall Philanthropic Commitments</th>
<th>Cash and Deferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted</td>
<td>$401,254</td>
<td>$459,842</td>
</tr>
<tr>
<td>Current Restricted</td>
<td>$4,671,731</td>
<td>$1,650,876</td>
</tr>
<tr>
<td>Endowment</td>
<td>$2,754,746</td>
<td>$3,425,353</td>
</tr>
<tr>
<td>Capital</td>
<td>$44,439</td>
<td>$561,713</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,872,171</strong></td>
<td><strong>$6,097,784</strong></td>
</tr>
</tbody>
</table>
## FY2021 Fundraising Report
### July 1, 2020 – February 28, 2021

### Giving by College Area

<table>
<thead>
<tr>
<th>College Area</th>
<th>Overall Philanthropic Commitments</th>
<th>Cash and Deferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>General University</td>
<td>$4,453,521</td>
<td>$1,713,290</td>
</tr>
<tr>
<td>Athletics</td>
<td>$466,206</td>
<td>$150,318</td>
</tr>
<tr>
<td>HCAD</td>
<td>$130,089</td>
<td>$205,204</td>
</tr>
<tr>
<td>CSLA</td>
<td>$35,860</td>
<td>$35,341</td>
</tr>
<tr>
<td>HON</td>
<td>$288,349</td>
<td>$490,365</td>
</tr>
<tr>
<td>MTSOM</td>
<td>$99,213</td>
<td>$942,942</td>
</tr>
<tr>
<td>NCE</td>
<td>$2,224,373</td>
<td>$2,330,963</td>
</tr>
<tr>
<td>YWCC</td>
<td>$174,560</td>
<td>$229,360</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,872,171</strong></td>
<td><strong>$6,097,784</strong></td>
</tr>
</tbody>
</table>
### Giving by Donor Type

<table>
<thead>
<tr>
<th>Donor Type</th>
<th>Overall Philanthropic Commitments</th>
<th>Cash and Deferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Trustees</td>
<td>$202,493</td>
<td>$237,493</td>
</tr>
<tr>
<td>Board of Overseers</td>
<td>$1,258,915</td>
<td>$642,823</td>
</tr>
<tr>
<td>Alumni</td>
<td>$3,520,006</td>
<td>$1,991,252</td>
</tr>
<tr>
<td>Corporations</td>
<td>$1,128,118</td>
<td>$1,767,905</td>
</tr>
<tr>
<td>Foundations</td>
<td>$613,100</td>
<td>$589,687</td>
</tr>
<tr>
<td>Friends</td>
<td>$674,045</td>
<td>$367,630</td>
</tr>
<tr>
<td>Other</td>
<td>$475,493</td>
<td>$500,993</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,872,171</strong></td>
<td><strong>$6,097,784</strong></td>
</tr>
</tbody>
</table>
Upcoming (Virtual) Events
njit.edu/development/events

- **March 25:** A Celebration of Hope: An Evening with NJIT Students
- **March 27:** Spring Cookie Decorating Class (materials included)
- **March 31:** Speed Mentoring
- **April 15:** Artisanal Cheese Tasting (materials included)
- **April 17:** Newark (App-Led) Scavenger Hunt
- **April 21:** Albert Dorman Honors College – Passing the Torch Ceremony
- **April 22:** “Applications of extended reality: The power of the human gaze and multiplayer communication” (Dr. Margarita Vinnikov, YWCC)
- **April 30:** Scholarship Brunch: The Virtual Experience
- **May 1:** Virtual Coffee Tasting (materials included)
- **May 21-22:** Alumni Weekend (hybrid)
- **June 3:** Museum of Flight – Civilian Aircraft Tour
- **June 10:** Tour of the Barnes Museum
Alumni Events On-Demand
njit.edu/development/events
V. REPORTS
   D. MONTHLY FINANCIAL STATUS
      REPORT AS OF FEBRUARY 28, 2021
EXECUTIVE SUMMARY

The Executive Summary provides the February 28th status of three important financial measures, the FY21 annual budget, cash balances, and investments and managed endowment.

1. FY21 Annual Board-approved Operating Budget, totaling $546.7M, is projected to have a year-end positive balance of approximately $5.2M, due to the following:
   a. Tuition and fees remain above budget by +$2.9M or (+1.5%)
   b. Federal Programs, as initially noted in December will be below the budget by -$5.1M or (-25.8%)
   c. ICR, Unrestricted Interest Income and Other Revenues are projected to be above budget by +$7.4M or (+43.6%)
   d. Operating expenses are projected to end the year on budget

Based on a positive FY21 year-end projection, HEERF II funds totaling $9.7M and HEERF III funds (the American Rescue Plan Act) estimated to total $13.3M will be applied to the FY22 budget.

2. Cash balances – The University’s overall cash balance remains strong and totals $157.2M compared to $132.4M at February 29, 2020, an increase of $24.8M. Major reasons for the year-over-year change includes:
   a. Reduced unrestricted expenses due to COVID-19
   b. Timing of State Appropriations
   c. Improved collection of grants receivables
   d. Increase in unrestricted investment income
   e. Decrease in student related revenue (tuition, fees and auxiliaries)

3. Investments and Managed Endowment
   a. Managed Endowment – As of February 28, 2021, the portfolio market value totals $151.8M compared to $123.2M at February 29, 2020, an increase of $28.6M (+23.2%). Note that the current year value includes the former Alumni Association valued at $3.9M.
   b. Operating funds – Cash balances in various operating accounts have generated net investment income of $6.9M in the first eight months of FY21, compared to the annual budget of $2.168M. The market continues to experience substantial fluctuations. NJIT has de-risked its portfolios to limit volatility, possible losses and to secure gains achieved year to date.
V. REPORTS

E. REPORT OF CLERY CRIME DATA
<table>
<thead>
<tr>
<th>Crime Type</th>
<th>2019 Clery</th>
<th>2020 Clery</th>
<th>2021 Clery</th>
<th>2019 UCR</th>
<th>2020 UCR</th>
<th>2021 UCR</th>
<th>% Change</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Murder</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>No Change from 2020</td>
</tr>
<tr>
<td>Robbery</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-100%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Aggravated Assault</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>-100%</td>
<td>No Change from 2020</td>
</tr>
<tr>
<td>Simple Assault</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>-100%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Sex Crimes</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>No Change from 2020</td>
</tr>
<tr>
<td>Burglary</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0%</td>
<td>No Change from 2020</td>
</tr>
<tr>
<td>Theft / Theft From Auto</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>7</td>
<td>8</td>
<td>2</td>
<td>-75%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Motor Vehicle Theft</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>No Change from 2020</td>
</tr>
<tr>
<td>Total Crimes</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>13</td>
<td>11</td>
<td>3</td>
<td>-73%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
</tbody>
</table>

**Reported Crimes Part II Offenses 01/01/21 thru 02/28/21 Comp. To Same Period in 2019/2020**

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>2019 Clery</th>
<th>2020 Clery</th>
<th>2021 Clery</th>
<th>2019 UCR</th>
<th>2020 UCR</th>
<th>2021 UCR</th>
<th>% Change</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drug Related Crimes</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>5</td>
<td>4</td>
<td>0</td>
<td>-100%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Criminal Mischief</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>-100%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Drinking Law Offenses</td>
<td>3</td>
<td>3</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td>1</td>
<td>-67%</td>
<td>Cleared by Arrest</td>
</tr>
<tr>
<td>Driving Under Influence</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>3</td>
<td>1</td>
<td>-67%</td>
<td>Cleared by Arrest</td>
</tr>
<tr>
<td>Harassment</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>-100%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Weapons Possession</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>No Change from 2020</td>
</tr>
<tr>
<td>Trespassing</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>-100%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Domestic Violence Acts</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>-100%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
<tr>
<td>Bias</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>100%</td>
<td>Both are &quot;Zoom Bombing&quot;</td>
</tr>
<tr>
<td>Total</td>
<td>8</td>
<td>7</td>
<td>3</td>
<td>14</td>
<td>14</td>
<td>4</td>
<td>-71%</td>
<td>Decrease in 2021 Comp. 2020</td>
</tr>
</tbody>
</table>

**NJIT Fire Log 01/01/21 thru 02/28/21 Comp. To Same Period in 2019/2020**

<table>
<thead>
<tr>
<th>Type</th>
<th>2019 Clery</th>
<th>2020 Clery</th>
<th>2021 Clery</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arson</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>These stats are all subject to change after full and final review of reports for UCR / Clery.</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>------</td>
</tr>
<tr>
<td>Murder-UCR</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
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V. REPORTS

F. NJIT COMMENCEMENT 2021
In order to provide students with the best possible commencement experience, we are proposing a hybrid event. (Note that the plans outlined below are contingent on state guidelines at the time of commencement.) Until the new guidelines are issued, this proposal takes into consideration the 2020 State Guidelines and can be altered to accommodate additional participants if permitted.

**2020 State Guidelines:** Last year the state imposed the following guidelines:
- Outdoor gathers were limited to 500 people.
- Ceremonies could not exceed the 60 minute limit.
- Universities could not hand items to students.
- Masks were required.
- Social distancing had to be enforced.

**2021 request from Dr. Bloom:**
- A live ceremony to be held on Tuesday, May 18, 2021 consisting of a formal stage party and pre-recorded events that will be simulcast to viewers as the official commencement ceremony.

**2021 Recommendations:**
Offer multiple in-person events for cohorts of students. The proposed in-person events are outlined below:

- **Wednesday, May 12, 2021 @ 5 p.m., NJIT WEC (Basketball Court)– Ph.D. Hooding Ceremony**
  This ceremony would be recorded and presented as part of the Commencement ceremony broadcasted on May 18.
  o We recommend this ceremony be less formal, hosted by Dr. Ziavras, with only one administrative speech (3-5 minutes) and a student segment (3-5 minutes)
  o Limited stage party (25 person maximum capacity)
- **Friday, May 14, 2021 and Saturday, May 15, 2021, 8 a.m., 12 noon, 4 p.m.,
Lubetkin Field – Student Ceremonies**
Six live ceremonies will provide students the opportunity to walk across the stage. (Depending on allowed occupancy for outdoor events, this number may be reduced.) These ceremonies would be recorded and presented as part of the Commencement ceremony broadcasted on May 18.
  - We recommend these ceremonies be less formal, hosted by the respective Dean(s), with only one administrative speech (3-5 minutes) and a student segment (3-5 minutes)
  - No guests would be permitted
  - Duration - 1 hour maximum
- The following groups are proposed to not exceed the outdoor event limit:
  1. Master’s degree candidates (NCE and MTSM)
  2. Master’s degree candidates (CSLA, HCAD and YWCC)
  3. NCE undergraduates
  4. NCE undergraduates
  5. YWCC undergraduates
  6. CSLA, HCAD and MTSM undergraduates

- **Tuesday, May 18, 2021 @ 5 p.m., NJIT WEC (Basketball Court) – NJIT Commencement 2021 Ceremony**
  - Limited stage party (25 person maximum capacity)
  - Stage party with guests not to exceed current 300 person capacity
  - Duration - 1 hour maximum
  - Honorary degrees will be awarded at this ceremony.
  - Guests will include recipients of the President’s Medal for Academic Excellence. These students will represent the student body for the turning of the tassel.
  - Faculty and Golden Highlanders will be honored via live video.

**Additional information:**
- **March 24, 2021**
- **NJIT website will open and students will be able to start ordering their attire.**

  - **April 12, 2021**
    - Students must register to participate in college ceremonies. We are asking non-Ph.D. candidates to reserve both May 14 and 15, as RSVP’s for participation will dictate the actual number of ceremonies needed. If participation confirmation is low we will reconfigure the ceremonies to save on expenses.

  - **April 19, 2021**
    - Ceremony dates and times will be shared via email and Commencement website.

- Similar to last year, students will also have the opportunity to upload a photo of themselves wearing their attire to be used in the slide shows displayed at the college and virtual ceremonies.

- Photographers will be present taking photos of students as they cross the stage as in traditional ceremonies. A college representative, traditionally the Dean of the college, will be strategically place on stage (6 feet away) so they appear in the photo. These will be available for purchase.

- Diploma covers and three copies of the program will be left for students on their chairs at each in-person ceremony.

- Masks are required, and will be provided if needed. Student services will host a cap and mask decorating contest.

- Hand sanitizers will be strategically positioned at every ceremony.

- Social distancing will be enforced, along with any other guidelines shared by the state. (For example, plans are already underway to collect COVID test results and check temperatures of attendees.) We are also working on a parking plan to ease traffic flow.
V. REPORTS

G. REPORT OF UPCOMING CALENDAR OF EVENTS
## NEW JERSEY INSTITUTE OF TECHNOLOGY

### Tentative Calendar of Events

<table>
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<th>Event</th>
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<tr>
<td>Dana Knox Research Showcase</td>
<td>April 30, 2021</td>
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<td>Scholarship Brunch: The Virtual Experience</td>
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<td>NJIT Board of Overseers</td>
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<td>Commencement</td>
<td>May 18 and 20, 2021</td>
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<td>Cornerstone Society Luncheon</td>
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<td>Alumni Weekend</td>
<td>May 22-23, 2021</td>
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<tr>
<td>NJIT Board of Trustees Meeting/Retreat</td>
<td>June 10, 2021</td>
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</table>
2021 Board
Meetings
February 11, 2021
April 1, 2021
June 10, 2021 (BOT Mtg./Retreat)
  11 AM – 12:30 PM (Committees)
  1 – 4 PM (Closed Session)
  4 PM -5 PM (Public Session)

July 22, 2021
September 23, 2021
November 11, 2021
  8 - 9 AM (Breakfast)
  9 -11 AM (Committee Meetings)
  11 AM - 3 PM (Closed Session/ Presentation/Lunch)
  3 - 4 PM (Public Session)

2022 Board
Meetings
February 10, 2022
April 7, 2022
June 9, 2022 (BOT Mtg./Retreat)
  (No Committee meetings)
  8 - 9 AM (Breakfast)
  9 - 11 AM (Closed Session)
  11 AM -12 PM (Public Session)
  1 - 4 PM (Retreat)

July 21, 2022
September 22, 2022
November 10, 2022
  8 – 9 AM (Breakfast)
  9 - 11 AM (Committee Meetings)
  11 AM - 3 PM (Closed Session/ Presentation/ Lunch)
  3 - 4 PM (Public Session)

*changed from April 8, 2021

Scheduled Meeting Times
(12:00 – 2:00 PM) Committee meetings
(2:00 – 4:00 PM) Closed session
(4:00 – 5:00 PM) Public session

Note: committee meetings may occur on the same day as regular BOT meeting or alternate date as determined by the committee chair.

Meeting Agenda Items

February: Annual Facilities Assessment; Sabbatical Reports; Sabbatical Leave Requests; Development Growth Strategies; Faculty Senate Report; Approval of Honorary Doctorates for May Graduation; Next Year BOT Calendar; Clery Crime Data

April: Budget Preview; Annual Financial Assessment; Alumni Association Update; Technology Infrastructure (Admin., Research & Instructional Technology); NJ Ethics Training; Year-End Pooled Endowment Performance; Clery Crime Data

June: NJII Report; Proposed Budget; Promotion and Tenure; BOT Officer Nominations & Following Year Committee Interest; President’s Performance Goals & Objectives; Retreat, Clery Crime Data

July: Annual Academic & Research Assessment; Annual Budget; Tuition and Fees Schedule; Annual Election of Officers; Review of Committee Chair Appointments; Strategic Plan Progress Assessment; Clery Crime Data

September: Financial Audit Report; Annual Enrollment Assessment; Strategic Visibility Plan Report; President’s Annual Review; Vice Presidents’ Evaluations; Clery Crime Data

November: BOT Scholars; Athletics Report; College Deans Reports (2); Legislative Reports; University Senate Report; Additional Nominations for Honorary Doctorates; Clery Crime Data

Note: All meetings are scheduled to be held in the Central King Building, Agile Strategy Lab*

*Subject to Board ratification

2-11-21
VI. ANNOUNCEMENT OF NEXT MEETING
RESOLUTION RE: CLOSED SESSION TO DISCUSS PERSONNEL MATTERS, REAL ESTATE, LEGAL AND CONTRACTUAL MATTERS.

WHEREAS, THERE ARE MATTERS THAT REQUIRE CONSIDERATION BY THE BOARD OF TRUSTEES THAT QUALIFY UNDER THE OPEN PUBLIC MEETINGS ACT FOR DISCUSSION AT A CLOSED SESSION.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF TRUSTEES SHALL HAVE A CLOSED SESSION TO DISCUSS MATTERS INVOLVING PERSONNEL, REAL ESTATE, LEGAL AND CONTRACTUAL MATTERS TO TAKE PLACE ON THURSDAY, JUNE 10, 2021, 1:00 PM, AGILE STRATEGY LAB, NJIT*.

*subject to board ratification