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 November 11, 2021, November 30, 2021, December 7, 2021 and January 5, 2022 meetings of the Board of Trustees) [pg. 6]

III. Public Comments

IV. Action Items
   A. Approve Sabbatical Recommendations for AY 2022-2023 [pg. 19]
   B. Approve Resolution for 2022 Honorary Doctorate Recipients [pg. 30]
   C. Approve Resolution to Authorize Expenditures for Electrical Services in FY2022 [pg. 35]
   D. Approve Resolution to Award the General Construction Contract for Phase 2 of the Façade and Building Envelope Restoration Work at Weston Hall [pg. 38]
   E. Approve Resolution to Authorize Expenditures for HVAC and Plumbing Services in FY2022 [pg. 42]
   F. Approve Resolution Awarding a Ten-Year Janitorial Services Bid to United Services, Inc. [pg. 45]
   G. Approve of Resolution to Authorize Execution of a Solar Services Agreement for the Purposes of Installing a Solar Energy System on the Wellness and Events Center [pg. 49]
   H. Approve Resolution to Award of the Planned Advanced Research Computing Infrastructure Purchase [pg. 53]
   I. Approve Resolution Amending Board Resolution No. 2022-14 [pg. 56]
   J. Approve Resolution to Authorize Exclusive License of University Intellectual Property [pg. 58]

V. Reports
   A. Chair’s Report (R. Cohen)
   B. President’s Report (J. Bloom)
       1. Greater Newark Smart Port Regional Coalition Phase 2 Proposal [pg. 61]
       2. Egypt Initiative [pg. 69]
   C. Report from Faculty Senate (F. Deek)
   D. Report of FY2022 Fundraising Progress to Date (K. Alexo) [pg. 110]
   E. Report of the Chief Financial Officer (C. Brennan) [pg. 119]
   F. Report of Clery Crime Data (A. Christ) [pg. 121]
   G. Report of Upcoming Calendar of Events (R. Cohen) [pg. 126]

VI. Announcement of Next Meeting
   A. Chair to read resolution regarding Closed Session to discuss Personnel, Legal, Real Estate and Contract Matters to be held on Tuesday, April 7, 2022, 2:00 PM, Campus Center Atrium* [pg. 129]

   Announce next public meeting: Tuesday, April 7, 2022, 4:00 PM, Campus Center Atrium*

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)
BOARD OF TRUSTEES
STATEMENT TO BE READ AT THE OPENING OF EACH MEETING OF THE BOARD OF TRUSTEES

“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 JANUARY 27, 2022 AND POSTED ON THE UNIVERSITY WEBSITE. THIS SCHEDULE WAS ALSO MAILED AND SENT ELECTRONICALLY TO THE COUNTY CLERK ON JANUARY 27, 2022 FOR FILING WITH THAT OFFICE AND POSTING IN SUCH PUBLIC PLACE AS DESIGNATED BY SAID CLERK.”
II. Minutes (Approve minutes of the November 11, 2021, November 30, 2021, December 7, 2021 and January 5, 2022 meetings of the Board of Trustees)
The meeting was called to order by Chair Cohen at 3:20 p.m. in the Campus Center, Atrium. In attendance were: Chair Cohen, Vice-Chairs Clayton, DeNichilo, Montalto and Stamatis, and Board Members Baynes, Charters, Dahms, Hu, Maser (via WebEx), Shah, and Toft. Absent: Taylor.

Senior Administration Present: In attendance were President Bloom, Provost and Sr. Executive Vice President Deek, Sr. Vice President Christ, Vice Presidents Alexo, Boger, McLeod and Nynens, Chief Strategy Officer Golden, Chief External Affairs Officer Garretson and Secretary Stern (via WebEx).

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

“No 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 October 28, 2021, and posted on the University website on October 28, 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. Provost Deek introduced the Board of Trustees Scholars: Amal Shabazz (Class of ‘22H, Biomedical Engineering), Michaela Quisbert Mendoza (Class of 21H [December] Industrial Engineering), Cristian Teran (Class of ‘22H, Computer Science) and Doris Nicole Palacio (Class of 22H, Interior Design). Their bios are in the Board materials, and they represent academic excellence and leadership. They each gave remarks. Mr. Shabazz conducted STEM cell research this past summer and plans to pursue a PhD in the area of regenerative medicine, particular as it affects people of color. Ms. Mendoza stated that after graduate study abroad conducting operations research, she hopes to work as a professor. She thanked everyone, particularly Dean Hamilton who helped her through her academic journey. Mr. Teran had an internship at Facebook, and plans to work there next year. In the future, he hopes to get a MS in AI or Machine Learning. He thanked the Board for their support. Ms. Palacio hopes to pursue a MS degree in architecture, and thanked the Honors College for the opportunities it offered. Dr. Deek noted that three of our exceptional scholars were born in Central and South America.

3. By a motion duly made by Ms. Clayton, seconded by Mr. DeNichilo and unanimously approved by those members in attendance at that meeting, the Board approved the public minutes of the meeting of September 23, 2021 and October 18, 2021.
4. By a motion duly made by Mr. Stamatis, seconded by Mr. Toft and unanimously approved by those members in attendance at that meeting, the Board approved the public minutes of the meeting of October 18, 2021.

5. By a motion duly made by Ms. Clayton, seconded by Mr. Toft and unanimously approved, the Board voted to adopt the Resolution to Award the Planned Campus Wireless Upgrades.

6. By a motion duly made by Mr. Shah, seconded by Ms. Montalto and unanimously approved, the Board voted to adopt the Resolution to Amend the Bylaws of the Board of Trustees.

7. Chair’s Report:

Chair Cohen discussed the successful Homecoming weekend, thanking Dean Boger for her efforts. He noted that Mr. Kaplan had a large contingent present as well. He praised the NCE Salute to Excellence event at which Vice Chair DeNichilo was honored. There were 150 people in attendance as well as others attending virtually.

8. President’s Report:

Dr. Bloom discussed, and shared a recording of “Think Tank with Steve Adubato” an interview, where he and Board Member Charters had a discussion with Mr. Adubato. Ms. Charters is a charter member of the Martin Tuchman School of Management’s Hispanic and LatinX Leadership Council and President of Latina Surge, and the discussion focused on issues of challenges to Hispanic students. There is a pipeline issue, although this is improving. One challenge that exists is the level of preparation, as well as an issue of costs. The Mayor has challenged us to double the amount of Newark-based students, and we have focused on the Math Success initiative (pre-calculus and calculus). Other barriers include family issues and language, and the need for mentors. Mr. Adubato asked Ms. Chambers about her personal connection. She discussed the diversity of the State of New Jersey, and the need for all to have access to economic opportunity. NJIT has always been in the forefront, and gave her those opportunities as an EOP participant in the 1980’s. She emphasized the need for student preparation to enter NJIT’s rigorous programs to fortify their experience so they can be successful when they enter the university. Dr. Bloom noted that NJIT is now at 21% Hispanic/LatinX students; our goal is to reach 25%, in line with New Jersey’s populations. When we talk about pipeline, that means preparation to enter college. If you rely on remedial education, that means you are less likely to graduate college. Currently, we have a 72% overall graduation rate, and 66/67% graduation rate for underrepresented minority students; this is much above the national average. Ms. Charters discussed her experience as a 9/11 survivor; her first job after graduation was with the Port Authority and she was involved in the planning for the Freedom Tower. She credits NJIT for giving her the life skills and the academic skills to succeed. She also discussed the importance of NJIT to the State of New Jersey, a tech State, and the survival of the state economy. NJIT graduates comprise 62% of minority engineers in the state of New Jersey, and there is a cost differential in a STEM education.

9. Report of the Faculty Senate: Dr. Deek reported that we are at a steady state with regard to shared governance. All members attend meetings, and make comments that are important to
decision-making. All in all, we are pleased with our system of shared governance and it is well regarded.

10. **Report of Athletics:**

Associate Vice President Leonard Kaplan gave a Report on Athletics; materials are in the Board materials. He highlighted academic achievements since May 2021, noting that we have very bright student/athletes, with an all-athlete GPA of 3.481. Additionally, many of these students work in excess of 50 hours per week. He discussed selected athletic highlights for 2020-2021. Our students compete nationally, and this is reflected in positive media social media results. Four women and five men were named All-Americans. Our baseball team made history with its first-ever NCAA Tournament Win. Discussing the Fall 2021 Student-Athlete profile, we have 325 student athletes, who come from all around the country and the world. Alumni who were former athletes are significantly engaged in alumni activities and fundraising. Mr. Kaplan highlighted key gifts. With respect to visibility and marketing, we gain a lot of visibility from our athletes, including from ESPN+. Mr. Kaplan discussed what is next for Athletics. We need to find land and build a baseball facility; we are one of 64 teams without a baseball field. We need to complete an Athletics Strategic Plan by June 2022, and become more competitive in the American East Conference. The NCAA has gone through many reviews. Dr. Bloom added that the discipline of the student athletes contributes to their academic success; 12% of them are Honors College students. Mr. Golden noted that the media value of our sports coverage is equivalent to $30 million, not including social media. We receive numerous e-mails from students looking to be recruited.

11. **Report of FY 2022 Fundraising Progress to Date:**

Vice President Alexo gave a fundraising report for FY 22, referencing the materials starting at page 38 in the Board materials, including the summary report on p. 41 outlining our progress towards our goals. We are trending ahead of last year in all but one category (annual fund and current operations). In terms of overall giving, we booked a $1.5 million pledge over ten years from the world’s largest company for off-shore windmills. Dr. Alexo also discussed co-op possibilities, including a nascent partnership. Our alumni participation rate has increased; we engage alumni even when they are here. The university’s reputation has significantly ascended, and this in turn attracts people who like to be part of a winning institution.

12. **Monthly Financial Status Report as of September 30, 2021:**

Sr. Vice President Brennan gave a monthly financial status report as of September 30, 2021, referencing the executive summary in the Board materials at p. 47. We are off to a very good start with respect to the Board-approved operating budget, and are on target to meet the approved budget. Our cash balances have increased 44% compared to the same time last year, attributable to improved collection of grants receivables, increase in State appropriations cash receipts, increase in student-related revenues, increase in fiscal year-end cash, and timing of expenditure of plant funds and faculty start-up funds. Additionally, the market value of our managed endowment has increased 18% since the same time in 2020, and our cash balances increased in the first two months of FY 2022.
13. **Report of Clery Crime Data:**

Sr. Vice President Christ gave a report on the Clery Crime Data, referencing the Board materials at p. 49. Crime statistics are on a downwards trend, declining 36%. We continue to engage in community policing efforts, and our “Safe and Sound” brochure highlights our efforts at proactive policing.

14. **Report of Upcoming Calendar of Events:**

Chair Cohen called the Board’s attention to the Calendar of Events, noting that there is a home basketball game following the November 30th Board meeting. The university holiday party on campus is on December 8th and all are welcome to attend. We are planning an in-person Commencement ceremony on May 17, 2022.

15. Chair Cohen announced that the next regularly scheduled Closed Session, will convene on February 10, 2022 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, February 10, 2022 at 2:00 p.m.

   The next regularly scheduled Public Session of the Board will take place on Thursday, February 10, 2022 at 4:00 p.m.

16. The Public Session was adjourned at 4:13 p.m.
The meeting was called to order by Chair Cohen at 4:00 p.m. in Eberhardt Hall, Board Room 213. In attendance were: Chair Cohen, Vice-Chairs Clayton (via WebEx), DeNichilo (by WebEx), Montalto, Stamatis, Taylor and Board Members Baynes, Charters, Dahms, Hu, Maser (via WebEx), Shah, and Toft.

**Senior Administration Present:** In attendance were Vice President McLeod and Secretary Stern.

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 November 18, 2021, and posted on the University website on November 18, 2021 for filing with that office and posting in such public place as designated by said Clerk.”

2. Chair Cohen read the following resolution:

   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 convene in Closed Session to discuss personnel matters related to the Presidential Search.

3. The meeting was adjourned, and the Board proceeded to meet in Executive Closed Session.
The meeting was called to order by Chair Cohen at 6:45 p.m. in Eberhardt Hall, Room 112. In attendance were: Chair Cohen, Vice-Chairs Clayton (via WebEx), DeNichilo (via WebEx), and Montalto, Stamatis, and Taylor (via WebEx) and Board Members Baynes, Charters, Dahms, Hu (via WebEx), Maser (via WebEx), Shah, and Toft.

**Senior Administration Present:** In attendance were Vice President McLeod and Secretary Stern.

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 December 1, 2021, and posted on the University website on December 1, 2021 for filing with that office and posting in such public place as designated by said Clerk.”

2. Chair Cohen read the following resolution:

   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 convene in Closed Session to discuss personnel matters related to the Presidential Search.

3. The meeting was adjourned, and the Board proceeded to meet in Executive Closed Session.
The meeting was called to order by Chair Cohen at 2:30 p.m. in the Campus Center Atrium. In attendance were: Chair Cohen, Vice-Chairs Clayton, DeNichilo, Montalto, Stamatis and Taylor (by WebEx) and Board Members Baynes, Charters (by WebEx), Dahms, Hu (by WebEx), Maser (by WebEx), Shah (by WebEx) and Toft (by WebEx).

Senior Administration Present: In attendance were Vice President McLeod and Secretary Stern, and 3 p.m., President Bloom, joined the meeting along with Sr. Vice Presidents Brennan and Christ, Vice Presidents Alexo and Boger, Chief Strategy Officer Golden (via WebEx) and Chief External Affairs Officer Garretson.

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 December 27, 2021, and posted on the University website on December 1, 2021 for filing with that office and posting in such public place as designated by said Clerk.”

2. Chair Cohen read the following resolution:

   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 convene in Closed Session to discuss personnel matters, contractual and legal matters related to the Presidential Search.

3. The meeting was adjourned, and the Board proceeded to meet in Executive Closed Session.

4. The Board reconvened in Public Session at 3 p.m.

5. Chair Cohen welcomed everyone to the meeting and wished everyone a Happy New Year. All trustees are in attendance for today’s meeting. In addition, the university has provided a streaming link to the meeting for remote viewing.

6. Secretary Stern reported that no member of the public has registered to address the Board.
7. Chair Cohen addressed the Presidential Search and purpose of today’s meeting. The process was intense and filled with challenges in our search for someone who can follow Dr. Bloom. He turned initiatives into successes, which received national accolades, and managed the university through a pandemic. He is one the top presidents of a public polytechnic universities in the country. Mr. Cohen also commended Dr. Deek, on behalf of the Board, for his efforts and leadership as the Provost.

8. There is no question that the search and selection process was conducted following the Presidential Search and Selection guidelines developed by the Board and the Faculty Senate. He commended Secretary Stern, who acted as a legal observer at all phases. We sought a proven leader with true measurable success in partnerships with State and federal officials and connections with industry. Vice Chair Montalto and Board Member Toft discussed the search process, which was robust and all members were engaged. Chair Cohen commended their leadership as co-chairs, and thanked Vice President McLeod and the firm of Isaacson, Miller.

9. Chair Cohen announced the appointment of Dr. Teik C. Lim as the 9th president of NJIT, highlighting his accomplishments. He spent years in the private sector before entering academia. University of Texas at Arlington, where he currently serves as Interim President, is a public research university with Tier-1 status, having over 60,000 students. He drove student outcomes during the pandemic, and established and enhanced external engagement. He is credited with personally bringing in $20 million in grant funds, and has a record of research presentation. In addition, he is a Fellow of the National Academy of Investors, and a licensed professional engineer. He has an impressive record on diversity, equity and inclusion efforts. He is a remarkable fit for NJIT, and he understands NJIT’s mission, and has lived it. He is the first of his family to attend college. We are fortunate to have attracted such a leader, and are confident that we found the right person.

10. The Board members individually expressed their words of commendation to Dr. Lim, and their excitement over his selection. They emphasized his passion and energy, his vision, ideas and willingness to collaborate, commitment to student success, his engineering background and experience with industry. His CV is extraordinary, as is his chemistry with the university and the Board. Board members expressed their appreciation of his understanding of the challenges of being “the first” to succeed in college and his commitment to diversity, equity and inclusion in STEM. As a “first gen”, he will be able to relate to many NJIT students. The search process was challenging and rigorous.

11. Chair Cohen noted that NJIT’s selection was discussed with Governor Murphy and Mayor Baraka, both of who spoke with and supported Dr. Lim’s candidacy.
12. Chair Cohen read the following Resolution into the record:

NEW JERSEY INSTITUTE OF TECHNOLOGY

RESOLUTION TO APPOINT DR. TEIK C. LIM AS THE 9TH NJIT PRESIDENT

WHEREAS, on March 2nd, 2021, it was announced to the New Jersey Institute of Technology (NJIT) community that President Joel S. Bloom would retire from the presidency as of June 30, 2022, and

WHEREAS, in July of 2020, following the shared governance process, and in anticipation of a future Presidential Search the Board approved comprehensive Presidential Search and Selection guidelines developed by representatives of the Board of Trustees, the Faculty Senate and Human Resources leadership reflecting the university’s Strategic Plan as well as best practices for academic executive leadership searches; and

WHEREAS, in February of 2021, the recruiting and search firm of Isaacson Miller was contracted to consult with the NJIT Trustees and Presidential Search Committee and initiate the nationwide search for credible presidential candidate prospects; and

WHEREAS, broad feedback was solicited from students, alumni, faculty, staff and others to aid in the development of a presidential profile that would outline the characteristics and experiences most desired in NJIT’s next president; and

WHEREAS, as directed by the Presidential Search and Selection Guidelines, a search committee consisting of representatives from NJIT’s various constituencies was formed with the following members:

- Trustee and Search Committee Co-Chair: Diane Montalto
- Trustee and Search Committee Co-Chair: Dennis Toft
- Trustee Chair: Robert Cohen
- Trustee: Jason Baynes
- Trustee: Joseph Taylor
- Board of Overseers Chair: Marjorie Perry
- Board of Overseers member: Patrick Natale
- Senior Administration: Kenneth Alexo, Vice President for Development and Alumni Relations
- Dean of a College: Moshe Kam, Dean of the Newark College of Engineering
- University Senate designee: Marybeth Boger, Vice President for Student Affairs and Dean of Students
- Faculty Senate President: Denis Blackmore
- Faculty from Newark College of Engineering: Janice Daniel
- Faculty from the Hillier 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
WHEREAS, the Presidential Search Committee explored the candidacies of numerous, highly accomplished individuals, reviewing their credentials and backgrounds and conducting interviews; and

WHEREAS, the Presidential Search Committee recommended several candidates as finalists for the position of President of NJIT for consideration by the NJIT Board of Trustees; and

WHEREAS, the Board wishes to express its deep gratitude to the members of the Search Committee for their tireless efforts and dedication throughout the search process; and

WHEREAS, pursuant to the Board’s authority to appoint the President and determine the President’s duties, pursuant to N.J.S.A. 18A:64E-18(g), the Board has selected Dr. Teik C. Lim for the position of President of NJIT, effective July 1, 2022; and

WHEREAS, Dr. Lim has established a record of excellence as both a scholar and an administrator; and

WHEREAS, Dr. Lim presently serves as the Interim President of the University of Texas at Arlington (UTA), where he also holds the rank of Professor within the Department of Mechanical and Aerospace Engineering and previously served as the university’s Provost and Vice President for Academic Affairs; and

WHEREAS, Dr. Lim has successfully led a public research university with more than 60,000 students through one of the most challenging periods in higher education history and managed to drive improvement in student outcomes during that period despite the challenges of a global pandemic; and

WHEREAS, Dr. Lim has an exemplary and proven record as a champion of diversity, equity and inclusion in higher education; and

WHEREAS, Dr. Lim is an effective leader who has built mutually beneficial partnerships with the local community, as well as state and federal governmental leaders; and

WHEREAS, Dr. Lim prior to UTA spent approximately 15 years at the University of Cincinnati, where he held both academic and administrative appointments, the last of which was as Dean of the College of Engineering and Applied Science; and
WHEREAS, Dr. Lim has outstanding academic credentials, including a Ph.D. in mechanical engineering from The Ohio State University, an M.S. in mechanical engineering from the University of Missouri-Rolla (now the Missouri University of Science and Technology) and a B.S. from in mechanical engineering from Michigan Technological University; and

WHEREAS, Dr. Lim has a scholarly record that includes approximately $20 million in grant funding throughout his career, 158 published refereed journal papers, 94 refereed conference proceedings, and nearly 140 conference presentations and invited lectures or seminars; and

WHEREAS, Dr. Lim is a fellow of the National Academy of Inventors, the American Society of Mechanical Engineers, and the Society of Automotive Engineers International as well as a Licensed Professional Engineer; and

WHEREAS, the Board of Trustees found Dr. Lim to be a talented, successful, knowledgeable, and inspirational academic leader who possesses the vision and experience necessary to keep to the mission of NJIT while advancing NJIT as a preeminent public polytechnic research university in the region and globally; and

WHEREAS, Dr. Lim has agreed to an employment contract containing terms and conditions that reflect typical provisions in an employment contract with a university president and which are consistent with NJIT’s employment contract requirements, subject to approval of the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED that Dr. Teik C. Lim is hereby appointed as President of New Jersey Institute of Technology, effective July 1, 2022; and

BE IT FURTHER RESOLVED that Dr. Lim is hereby appointed as a Distinguished Professor, effective July 1, 2022 with academic tenure, pending approval through the applicable academic approval procedures; and

BE IT FURTHER RESOLVED that Dr. Lim’s shall, thereafter, hold office as President in accordance with the terms of the employment contract referenced above which is hereby authorized and ratified by this Resolution.

12. By a motion duly made by Ms. Clayton, seconded by Mr. Stamatis and unanimously approved with none opposed and no abstentions, the Board voted to APPROVE THE RESOLUTION TO APPOINT DR. TEIK C. LIM AS THE 9TH NJIT PRESIDENT.

13. Chair Cohen congratulated and welcomed Dr. Lim on behalf of the University. The process worked, and shared governance worked. He thanked Ms. Stern, Mr. McLeod, Mr. Golden and Ms. Watkins for their work supporting the search process.

14. By a motion duly made by Ms. Clayton, seconded by Mr. Dahms and unanimously approved, the meeting was adjourned at 3:38 p.m.
III. Public Comments
IV. **Action Items**

A. Approve Sabbatical Recommendations for AY 2022-2023
To: Joel S. Bloom, President  
From: Fadi P. Deek, Provost and Senior Executive Vice President  
RE: Sabbatical Leave Recommendations for AY 2022-2023  
Date: February 10, 2022

Following our standard procedure of inviting proposals for sabbaticals, seventeen proposals were received from faculty members for sabbatical leave to be taken during Academic Year 2022-2023. These proposals were carefully evaluated by the University Committee on Sabbaticals. Based upon recommendations of the deans, the chairs, and the committee, as well as my own review of the proposals, I recommend that the following sixteen* faculty members be approved for sabbatical leave for the period indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Period</th>
</tr>
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<tbody>
<tr>
<td>George Abdou</td>
<td>Mechanical &amp; Industrial Engineering</td>
<td>Fall 2022</td>
</tr>
<tr>
<td>Shahiar Afkhami</td>
<td>Department of Mathematical Sciences</td>
<td>2022-2023</td>
</tr>
<tr>
<td>John Carpinelli</td>
<td>Electrical &amp; Computer Engineering</td>
<td>Fall 2022</td>
</tr>
<tr>
<td>Michael Ehrlich</td>
<td>Martin Tuchman School of Management</td>
<td>Fall 2022</td>
</tr>
<tr>
<td>Brooke Flammang</td>
<td>Federated Department of Biological Sciences</td>
<td>2022-2023</td>
</tr>
<tr>
<td>Dong Ko</td>
<td>Electrical &amp; Computer Engineering</td>
<td>Fall 2022</td>
</tr>
<tr>
<td>Mengyan Li</td>
<td>Chemistry and Environmental Science</td>
<td>2022-2023</td>
</tr>
<tr>
<td>Neil Maher</td>
<td>Federated Department of History</td>
<td>Fall 2022</td>
</tr>
<tr>
<td>Victor Matveev</td>
<td>Department of Mathematical Sciences</td>
<td>Fall 2022</td>
</tr>
<tr>
<td>Hieu Nguyen</td>
<td>Electrical &amp; Computer Engineering</td>
<td>2022-2023</td>
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<tr>
<td>Horacio Rotstein</td>
<td>Federated Department of Biological Sciences</td>
<td>2022-2023</td>
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<tr>
<td>Roman Voronov</td>
<td>Chemical &amp; Materials Engineering</td>
<td>2022-2023</td>
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<tr>
<td>Xiaoyang Xu</td>
<td>Chemical &amp; Materials Engineering</td>
<td>2022-2023</td>
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<td>Zhipeng Yan</td>
<td>Martin Tuchman School of Management</td>
<td>2022-2023</td>
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<td>Dantong Yu</td>
<td>Martin Tuchman School of Management</td>
<td>Fall 2022</td>
</tr>
<tr>
<td>Haisu Zhang</td>
<td>Martin Tuchman School of Management</td>
<td>Spring 2023</td>
</tr>
</tbody>
</table>

*one application, originally recommended by the Sabbatical Committee, was subsequently requested to be removed from consideration by the faculty member.
To: Members of the Board of Trustees

From: Fadi P. Deek
Provost and Senior Executive Vice President

RE: Sabbatical Leave Recommendations for AY 2022-2023

Date: February 10, 2022

Pursuant to the Faculty Handbook and with the concurrence of Dr. Bloom, I recommend that the seventeen faculty members listed on the attached memo be awarded sabbatical leaves during academic year 2022-2023. Seventeen proposals were submitted.

As stated in the handbook:

“NJIT’s sabbatical leave policy exists to enhance the professional development and increase the research and scholarly production of Faculty by relieving them of their teaching and service responsibilities for a semester or an academic year.”

I believe that those faculty members recommended for sabbatical leave during the academic year 2022-2023 will be enriched by this opportunity to immerse themselves in creative, scholarly, and research activities and will thus enhance not only their value to NJIT, but this university’s image as well.
The number of sabbatical leaves awarded since 1993-1994 is shown in the table following.

### History of Sabbatical Leaves

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>Total New Leaves</th>
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<td>AY 1993 - 1994</td>
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<td>AY 2021-2022</td>
<td>6</td>
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</table>
Dr. George Abdou, Department of Mechanical and Industrial Engineering

Professor George Abdou joined the NJIT faculty in 1993 as an Associate Professor with tenure. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the Fall 2022 semester. He proposes to work with Dr. Tushar Borkar, Associate Professor in the Mechanical Engineering Department at Cleveland State University (CSU).

Professor Abdou’s traditional research area is manufacturing processes, and he has recently expanded his research to studying the intervention of waterjet technology in human skin and tissue incisions. During his sabbatical he plans to conduct new research to explore the theoretical and analytical aspects of both waterjet cutting and laser additive manufacturing applied to human skin incisions. He will verify the developed models using porcine skin, since its material properties are like that of human skin. His research objective is to expand the portfolio of waterjet and laser manufacturing applications that he plans to investigate over the next few years. The CSU research group is very active in additive manufacturing technology, and during the leave he will cultivate research with possible joint funding requests. He plans to submit two new journal publications upon his return to NJIT.

Shahriar Afkhami, Department of Mathematical Sciences

Professor Shahriar Afkhami joined the NJIT faculty in 2009 as an Assistant Professor, and was promoted to Associate Professor and tenured in 2014. He was promoted to Professor in 2020. Dr. Afkhami had one previous sabbatical in academic year 2015-2016. He is requesting a sabbatical for academic year 2022-2023.

Professor Afkhami proposes to spend his sabbatical in the Fluids and Thermal Science Group at the Brown University School of Engineering. His host will be Dr. Jesse Ault, principal investigator of the Fluids Lab. The Ault lab consists of a diverse group of people with backgrounds in engineering, physics, chemistry, and applied mathematics, working on problems involving multiphase flows, colloid science, and computational fluid dynamics. At Brown, Professor Afkhami’s main collaboration will be on the development of multiscale and large-scale direct numerical simulations of two-phase viscoelastic flows. The goal of the sabbatical is to combine Professor Afkhami’s knowledge and expertise in computational multiphase flows with the experimental, computational, and theoretical work of Ault’s group to develop new mathematical and computational flows of viscoelastic liquids. The proposed work is relevant for applications involving viscoelastic flows with moving interfaces, including
examples such as injection molding, tar sands oil production, and mixing of polymeric materials for recycling plastics.

Dr. John Carpinelli, Department of Electrical and Computer Engineering

Professor John Carpinelli joined the NJIT faculty in 1987 and was tenured in 1993. He had one previous sabbatical in Fall 1993. He is requesting a sabbatical for the academic year 2022-2023. Dr. Carpinelli’s main research area is in engineering education.

During the sabbatical, Professor Carpinelli plans to write an open textbook on digital logic design under the Open Educational Resources initiative. The book will be released without cost to students. The book content will be aligned with NJIT course ECE 251 Digital Design and will incorporate animation to facilitate understanding.

Dr. Michael Ehrlich, Martin Tuchman School of Management

Professor Michael Ehrlich joined the NJIT faculty in 2007 as an Assistant Professor, and was promoted to Associate Professor and tenured in 2013. Dr. Ehrlich had one previous sabbatical in academic year 2015-2016. He is requesting a sabbatical for the academic year 2022-2023.

Professor Ehrlich has been invited as a Visiting Associate Professor at the Faculty of Industrial Engineering and Management at the Israel Institute of Technology (The Technion) by Professor of Behavioral Sciences, Ido Erev, to conduct research on the decision-making biases of early-stage investors, Business Angels (BAs), in Israel. He will collect the empirical data on Israeli BAs, evaluate the performance of Israeli BAs as compared to U.S. BAs, and test his hypothesis. Dr. Ehrlich expects to submit this study to highly ranked journals in his discipline. Additionally, he will work with the VP for Global Engagement at Ben Gurion University (BGU), Limor Aharonson-Daniel, to further develop the ongoing joint Innovation and Entrepreneurship Initiative (NJIT-BGU partnership) in accordance with the NJIT 2025 Strategic Plan.

Dr. Brooke Flammang, Federated Department of Biological Sciences

Professor Brooke Flammang joined the NJIT faculty in 2015 as an Assistant Professor and was promoted to Associate Professor with tenure in 2021. She has never applied for nor been granted a previous sabbatical. She is requesting a sabbatical for the Fall 2022 semester.

Professor Flammang proposes to spend her sabbatical at the Naval Undersea Warfare Center (NUWC) in Newport, RI. She has been invited there as a Visiting Scientist and will be hosted by Dr. Christin Murphy, Branch Head for Signal Processing and Algorithm Development and team lead for Bio-Inspired Research and Development Laboratory. She will work with NUWC engineers to investigate new bioinspired sensor and locomotion technologies and to improve their ocean drone system performance. Professor Flammang will learn new skills in sensor and autonomous underwater vehicle development that are applicable to her current...
and future research. She will gain valuable insight about the operational capabilities and needs of the Navy that will advantageously inform her future grant proposals.

Dr. Dong-Kyun Ko, Department of Electrical and Computer Engineering

Professor Dong-Kyun Ko joined the NJIT faculty in 2014 as an Assistant Professor and was promoted to Associate Professor with tenure in 2020. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the Fall 2022 semester.

Dr. Ko plans to spend his sabbatical at Solsona Enterprise, LLC in California working on new vertical thin film transistor fabrication technology. He has already secured funding from the NSF Small Business Technology Transfer Program (STTR) to develop this technology with Solsona Enterprise and part of this fund was credited to NJIT. The proposed research is compelling with a potential of commercializing new technology that could revolutionize the way transistors are fabricated, which could contribute to resolving the chip shortage problem. Professor Ko aims to submit phase II of the STTR NSF grant, which could bring $1M to NJIT. The key outcomes of his sabbatical will be to establish new nano/microfabrication technology to create a vertical thin-film transistor (VTFT) with high-on current, to pave the way for commercialization of the technology, to submit phase II of the STTR grant to NSF, and to submit another grant to (Navy, Army, or DARPA).

Mengyan Li, Department of Chemistry and Environmental Sciences

Professor Mengyan Li joined the NJIT faculty in 2015 as an Assistant Professor and was promoted to Associate Professor in 2019. He received tenure in 2021. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the Fall 2022 semester.

During his sabbatical Dr. Li will focus on his work with a bacterium that has potential to break down PFAS, the “forever chemical,” in the environment. Professor Li plans to work in Dr. Peter Jaffé’s lab at Princeton where they have isolated and cultivated the Feammox bacterium, Strain A6. This is the only bacterium that can break down the C-F bond in PFAS. Chronic exposure to PFAS can lead to cancer, immune dysfunction, obesity, thyroid disease, and other adverse health outcomes. At the end of the sabbatical, he expects to have gained a fundamental knowledge in the Feammox process, fostered connections with Dr. Jaffé and leading groups in environmental science, and performed an experimental study, thereby improving his chances of obtaining external funding for further research on similar cultures at NJIT. He also expects to have one publication submitted during or shortly after his sabbatical leave.

Neil Maher, Federated Department of History

Professor Neil Maher joined the NJIT faculty in 2001 as an Assistant Professor, and was promoted to Associate Professor and tenured in 2006. He was promoted to Professor in 2017.
Dr. Maher had one previous sabbatical in academic year 2014-2015. He is requesting a sabbatical for academic year 2022-2023.

Dr. Maher plans to work on three projects during the year: co-organizing a conference with NASA at Georgetown and the Air and Space Museum, coediting a collection of essays on the history of space exploration, and conducting research to begin writing his third book, an environmental justice history of Newark, NJ. He has received funding for the conference, the “History of NASA and the Environment,” and has applied for several external research fellowships for researching the monograph. Professor Maher is working with NASA’s Chief Historian to plan the conference on international space exploration to be held in September 2022. The conference is funded by NASA, the Smithsonian and Georgetown University. The essays for the co-edited book will be selected from among the conference papers. Much of Professor Maher’s teaching is about the city of Newark and he has been collecting historical, scientific, and demographic data on environmental inequality in Newark, and archiving it on a website he developed for this research project.

Victor Matveev, Department of Mathematical Sciences

Professor Victor Matveev joined the NJIT faculty in 2003 as an Assistant Professor, and was promoted to Associate Professor and tenured in 2009. He was promoted to Professor in 2017. Dr. Matveev had one previous sabbatical in academic year 2012-2013. He is requesting a sabbatical for academic year 2022-2023.

Professor Matveev proposes to spend his sabbatical in the Department of Mathematics at the University of Pittsburgh, home to one of the top Mathematical Biology groups in the country. His host will be Dr Jonathan Rubin, the Department Chair and a renowned mathematical neuroscientist. At Pitt, Professor Matveev will extend his research on mathematical and computational modeling of cell Ca2+ dynamics in the presence of complex Ca2+ buffers and sensors. He will also visit the laboratory of Dr. E.N. Yamoah in the Department of Physiology and Cell Biology at the University of Nevada, Reno. There he will extend recent research with his experimental collaborator on high-frequency auditory information propagation in mammalian auditory neurons and Ca2+ control of neurotransmitter release. Professor Matveev will also visit the laboratory of Dr H. von Gersdorff in the Vollum Institute at Oregon Health and Science University where he will start a new project on calcium sensitivity and channel-vesicle arrangement in mammalian retinal amacrine cells. During the sabbatical, Professor Matveev will also make improvements to the Calcium Calculator (CaLC), a software package that Matveev is the sole developer for and that is currently in use by researchers throughout the world for the modeling of Ca2+-dependent processes.

This sabbatical application will lead to journal publications, an NSF grant proposal, and a new version of the CaLC software. Furthermore, it will help Matveev establish new connections with researchers at multiple universities and gain new skills in machine learning and GPU computing.
Hieu Nguyen, Department of Electrical and Computer Engineering

Professor Hieu Nguyen joined the NJIT faculty in 2014 as an Assistant Professor and was promoted to Associate Professor with tenure in 2020. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the Fall 2022 semester.

Dr. Nguyen plans to spend the semester at the University of Michigan working with Professor Zetian Me on new III-nitride nanostructures for optical and electric applications. The proposed research offers the opportunity to enrich his research experience in semiconductor lighting and memory applications. Moreover, it will create an opportunity for Professor Nguyen to connect with other researchers and peers at University of Michigan and other Universities/Institutions. Dr. Nguyen’s research is currently supported by the prestigious NSF CAREER award. The key outcomes of his sabbatical will be to perform the design, experiment, and characterization of III-nitride light-emitters utilizing the facility available at NJIT and the University of Michigan, to develop new research direction on high performance III-nitride semiconductors for memory applications, and to submit an NSF and a DoD grant.

Horacio Rotstein, Federated Department of Biological Sciences

Professor Horacio Rotstein joined the NJIT faculty in 2006 as an Assistant Professor, and was promoted to Associate Professor and tenured in 2011. He was promoted to Professor in 2015. Dr. Rotstein had one previous sabbatical in Fall 2016. He is requesting a sabbatical for academic year 2022-2023.

Professor Rotstein has been invited as a visiting scholar to the Courant Institute for Mathematical Sciences of New York University (NYU) by his long-term collaborator, Dr. Esteban Tabak. His proposal includes two research projects (1. “Unidentifiability and degeneracy in models and data,” and 2. “Revealing the link between spike-trains cross-correlation patterns and the biophysical and dynamic properties of neurons, synaptic connections, and background activity”). He will work on problems in mathematical neuroscience related to model parameter estimation through collaboration with experimental and statistical neuroscientists at NYU. He expects to submit grant proposals to federal agencies and research papers integrating the knowledge gained.

Roman Voronov, Department of Chemical and Materials Engineering

Professor Roman Voronov joined the NJIT faculty in 2013 as an Assistant Professor and was promoted to Associate Professor with tenure in 2020. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the 2022-2023 academic year. Dr. Voronov proposes to work with faculty and researchers at the Center for Hydrocarbon Recovery, Skolkovo Institute of Science and Technology, Moscow, Russia.

Dr. Voronov’s research expertise is in the manufacturing of artificial tissues by developing new AI algorithms for closed-loop control of the associated flows. During his sabbatical he plans to leverage his expertise in modeling flows through porous media, into new research
focused on hydrocarbon extraction from shale. His research objective is to solve complex flow physics occurring during the hydrocarbon recovery from tight shale formations and he plans to submit new and innovative grant proposals and publish articles in high impact factor journals upon his return to NJIT. Additionally, the sabbatical will help him establish collaborative research with industry groups in the oil/gas industry.

**Xiaoyang Xu, Department of Chemical and Materials Engineering**

Professor Xiaoyang Xu joined the NJIT faculty in 2014 as an Assistant Professor and was promoted to Associate Professor with tenure in 2020. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the Fall 2022 semester.

Dr. Xu plans to work with faculty and researchers at the Department of Orthopedics and Traumatology, University of Hong Kong to investigate the frontiers of 3D bioprinting technologies and utilize the technologies to explore new applications in medicine. Additionally, he will learn the research advances in CRISPR gene editing and mRNA vaccine biology. Sabbatical deliverables include new projects at his NJIT laboratory with a focus on new biomaterials. He expects to submit new and innovative grant proposals and research papers integrating the knowledge gained.

**Dr. Zhipeng Yan, Martin Tuchman School of Management**

Professor Zhipeng Yan joined the NJIT faculty in 2008 as an Assistant Professor, and was promoted to Associate Professor and tenured in 2013. Dr. Yan was promoted to Professor in 2020. He had one previous sabbatical in January – December 2015, and is requesting a sabbatical for the academic year 2022-2023.

Professor Yan plans to visit three universities in China during the leave. Specifically, he plans to visit Dr. Feng Li at Shanghai Jiao Tong University for research collaboration, Dr. Shibo Bian at Shanghai University of Finance and Economics for research collaboration, and the Shanghai LIXIN University of Accounting and Finance to strengthen a NJIT-LIXIN joint B.S. degree program in FinTech. The expected outcomes include 2-3 manuscripts to be submitted to top-tier journals, and a stronger B.S. program in FinTech.

**Dr. Dantong Yu, Martin Tuchman School of Management**

Professor Dantong Yu joined the NJIT faculty in 2016 as a tenured Associate Professor. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the Fall 2022 semester.

Dr. Yu plans to work on a newly granted DOE (Department of Energy) project in collaboration with MIT, Los Alamos National Lab, and Fermi National Lab, with the goal of having NJIT to be selected as a regular project member for a DOE-sponsored center. He plans to collaborate with Professor Xiangmin Jiao at Stony Brook University, Professor Hui Xiong at Rutgers
University, and to visit MIT AI Center, Brookhaven National Lab, Los Alamos, and Fermi during the sabbatical leave. The expected outcomes include publications in top tier venues in business and data science, and proposal submissions, especially to DOE.

**Dr. Haisu Zhang, Martin Tuchman School of Management**

Professor Haisu Zhang joined the NJIT faculty in 2015 as an Assistant Professor. He was promoted to Associate Professor and tenured in 2021. He has never applied for nor been granted a previous sabbatical. He is requesting a sabbatical for the Spring 2023 semester.

Dr. Zhang plans to conduct research on post-crowdfunding commercialization. The proposed research is based on his earlier work on crowdfunding, published in two premier journal papers. The expected outcomes include a conference presentation and a manuscript to be submitted for publication at a Financial Times Top 50 Journal. The proposed research will provide foundational knowledge regarding entrepreneurship and innovation development.
IV. Action Items
   B. Approve Resolution for 2022 Honorary Doctorate 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.

Mr. Stephen DePalma, ’72, The Honorable Dr. Shirley Jackson, and Senator Paul Sarlo, ’92 and ‘95 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 STEPHEN DePALMA,
SHIRLEY JACKSON, AND PAUL SARLO

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:

Stephen P. DePalma, Chair Emeritus of the Board of Trustees, is former chief executive officer of Schoor DePalma. The company was founded by Howard Schoor, a civil engineer, in 1968. DePalma joined the company in 1972. Schoor DePalma was an engineering and consulting firm with locations in New Jersey, New York and Pennsylvania. The company completed high profile projects in the public and private sectors. Clients included the New Jersey Turnpike Authority, Delaware River Port Authority, Port Authority of New York and New Jersey and was engineer of record for 60+ local governments in New Jersey. When DePalma retired as chairman and chief executive officer in 2007, Schoor DePalma had 1,250 employees and 25 offices. The company had eight divisions – construction services, environmental, facilities engineering, municipal services, real estate services, traffic & planning, transportation, and water resources. In 2006, Schoor DePalma acquired CMX, an engineering and consulting company, and changed its name to CMX. In 2010, Birdsall Services Group (BSG) acquired CMX. After he retired from CMX/Schoor DePalma, he started an engineering consulting firm.

Mr. DePalma received the NCE Outstanding Alumnus Award in 2019 and the Alumni Achievement Award in 2002. He is a member of the Colton Society. As a student at NJIT, he was a member of the student government and the Pi Kappa Phi Fraternity, was a recipient of the Pi Kappa Phi Award, and participated in intramural sports.

The Honorable Shirley Ann Jackson is the 18th president of Rensselaer Polytechnic Institute, the oldest technological research university in the United States, where she has led an extraordinary transformation since 1999. Described by Time Magazine as “perhaps the ultimate role model for women in science,” Dr. Jackson has held senior leadership positions in academia, government, industry, and research. A theoretical physicist, Dr. Jackson holds an S.B. in Physics and a Ph.D. in Theoretical Elementary Particle Physics, both from MIT.

In September 2014, United States President Barack Obama appointed Dr. Jackson as Co-Chair of the President’s Intelligence Advisory Board, where she served until January of 2017. From 2009
to 2014, Dr. Jackson served on the President’s Council of Advisors on Science and Technology (PCAST), and, as part of PCAST, was Co-Chair of the President’s Innovation and Technology Advisory Committee (PITAC). Dr. Jackson also served on the U.S. Secretary of State’s International Security Advisory Board from 2011 to 2017, and the U.S. Secretary of Energy Advisory Board from 2013 to 2017.

Before taking the helm at Rensselaer, Dr. Jackson was Chairman of the U.S. Nuclear Regulatory Commission (NRC), from 1995 to 1999. At the NRC, Dr. Jackson conceived and promulgated risk-informed, performance-based regulation and created a new planning, budgeting, and performance management process (PBPM). During her tenure at the NRC, Dr. Jackson spearheaded the formation of the International Nuclear Regulators Association (INRA), and served as its Chairman from 1997 to 1999.

Dr. Jackson is a Life Member of the MIT Corporation, and a former Vice-Chair of the Board of Regents of the Smithsonian Institution. In 2017, she was named Regent Emerita of the Smithsonian Institution. She currently serves on the boards of corporations that include FedEx, Kyndryl, and PSEG. Dr. Jackson also serves on the Global Board of Directors for The Nature Conservancy. She is a former member of the boards of the World Economic Forum USA (WEF USA), IBM, Medtronic, the New York Stock Exchange, Key Corp, AT&T, Marathon Oil, U.S. Steel, and Sealed Air Corporation.

Dr. Jackson is a member of the U.S. National Academy of Engineering, the American Philosophical Society, and the Council on Foreign Relations. She is an international fellow of the British Royal Academy of Engineering, and a fellow of the American Academy of Arts and Sciences, the American Physical Society, and the American Association for the Advancement of Science, where she served as president in 2004.

Dr. Jackson is the recipient of numerous honors and awards. In 2016, United States President Barack Obama awarded Dr. Jackson the National Medal of Science, the nation’s highest honor in science and engineering.

Most recently, she was named the 2021 recipient of the American Association of Physics Teachers (AAPT) Oersted Medal, the 2021 recipient of the FBI Director’s Community Leadership Award, and the 2019 recipient of the American Physical Society (APS) Joseph A. Burton Forum Award.

In 2018, Dr. Jackson was awarded the W.E.B. DuBois Medal from the Hutchins Center for African and African American Research at Harvard University. The medal honors those who have made significant contributions to African and African American history and culture, and more broadly, individuals who advocate for intercultural understanding and human rights in an increasingly global and interconnected world.

In 2007, describing her as “a national treasure,” the National Science Board selected Dr. Jackson
as the recipient of The Vannevar Bush Award for “a lifetime of achievements in scientific research, education, and senior statesman-like contributions to public policy.”

*Senator Paul A. Sarlo* has a career in public service that spans more than two decades. He has served as Mayor of the Borough of Wood-Ridge since 2000 and served on its Borough Council from 1995-2000.

He is the Deputy Majority Leader of the New Jersey Senate and was elected to the New Jersey Assembly in 2001. Mr. Sarlo represents the 36th legislative district, which includes 15 municipalities in Bergen and Passaic Counties. He serves as chairman of the Budget and Appropriations Committee and is a member of the Judiciary Committee, the Higher Education Committee, the Joint Budget Oversight Committee, and the Senate Legislative Oversight Committee. He is a former chairman of the Judiciary Committee and the Labor Committee.

Senator Sarlo has also sponsored bills which reformed New Jersey’s worker’s compensation system, criminalized the illegal trafficking and distribution of prescription drugs, required schools to adopt bullying prevention policies, and upgraded penalties for identity theft.

Senator Sarlo is a licensed professional engineer and planner, and a certified municipal engineer. He serves as chief executive officer of Joseph M Sanzari, Inc. (JMS), a highway and heavy construction company based in Hackensack, New Jersey. The company specializes in site work, heavy highway and bridgework, and provides demolition, installation, and maintenance services.

Senator Sarlo received both a B.S. and an M.S. in civil engineering from the New Jersey Institute of Technology. He received the President's Medal for Lifetime Achievement Award in 2017, NCE Outstanding Alumni Award in 2005, and the Alumni Achievement Award in 2004. He also played baseball at NJIT for which he earned NCAA Division III All-American honors and was inducted into its Athletic Hall of Fame in 2005.

**NOW THEREFORE BE IT RESOLVED** that NJIT will confer upon Stephen DePalma, Shirley Jackson, and Paul Sarlo the Honorary Degree of Doctorate of Science, *honoris causa*, at the May 17th, 2022 NJIT Commencement Ceremony.

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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

February 10, 2022
Board resolution No.
IV. Action Items
   C. Approve Resolution to Authorize Expenditures for Electrical Services in FY2022
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION OF THE NEW JERSEY INSTITUTE OF TECHNOLOGY TO AUTHORIZE EXPENDITURES FOR ELECTRICAL SERVICES IN FY2022

Background:
In October 2014, NJIT publicly procured the contract with Oxford Electrical Contractors Inc. for all Electrical Work on the NJIT campus. The RFB was developed based on professional experience and industry standards for electrical services. Oxford Electrical Contractors was awarded a five (5) year contract on December 1, 2014, based on review and analysis of the bids by Purchasing and Technical Services staff. On January 15, 2020 and May 27, 2021 contract amendments were executed to extend the term of this contract. The goals and objectives of the RFB include providing inspection, preventative maintenance, repair and installation services for all campus electrical equipment and systems so that the overall operation of equipment and systems is maintained in an optimal condition for the NJIT campus community.

Due to the COVID-19 Pandemic in FY20 and FY21, the priority for all operational resources was to develop and implement the response plan. Capital and operational budgets were reduced significantly or put on hold due to the initial concerns of extreme revenue shortfalls and the unknown funding from Federal and State agencies. During this time, the backlog of planned deferred maintenance and capital improvement projects increased. In FY22, the funding circumstance was much clearer and supply chain issues had subsided allowing Real Estate Development and Capital Operations to move forward with overlapping years of the previously planned projects and operational spending. In light of this, current year expenditures to Oxford Electrical Contractors Inc. for maintenance, repair and installation services will exceed the one-million-dollar threshold requiring Board of Trustees approval for additional expenditures.

Implication:
● NJIT desires to resume all preventative maintenance and reduce the backlog of previously planned capital improvement and deferred maintenance projects caused by the pandemic.
● NJIT requires these contracted services, in combination with the full-time internal staffing plan, so that the campus infrastructure does not decline and systems are maintained preventively and effectively, for the health, safety and comfort of the campus community.
● NJIT desires to continue using Oxford Electrical Contractors Inc. for these services through the publicly bid contract that provides the best value for New Jersey Institute of Technology.

Recommendation:
● Authorize the administration to issue related purchase orders to Oxford Electrical Contractors Inc. for the purpose of maintenance, new equipment, repair and installation services, as per the terms and conditions of the publicly bid contract, for a total not to exceed a cost of TWO MILLION DOLLARS ($2,000,000).
NEW JERSEY INSTITUTE OF TECHNOLOGY

RESOLUTION OF THE NEW JERSEY INSTITUTE OF TECHNOLOGY TO AUTHORIZE EXPENDITURES FOR ELECTRICAL SERVICES IN FY2022

WHEREAS, New Jersey Institute of Technology requires Electrical maintenance, repair, equipment and installation services; and

WHEREAS, New Jersey Institute of Technology released a bid on October 1, 2014 and administered a public bidding process to procure and contract these services for all campus-wide buildings; and

WHEREAS, after careful consideration of the bid documents, Oxford Electrical Contractors Inc. was identified as the recommended vendor and has been performing these services since December 1, 2014; and

WHEREAS, it is estimated that the costs to provide these maintenance, repair, equipment and installation services will not exceed TWO MILLION DOLLARS ($2,000,000) for FY2022; and

WHEREAS, the funds for these expenditures have been accounted for in the FY22 Annual Operating and Capital Budgets that were adopted and authorized by the Board of Trustees on July 22, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees authorizes the administration to issue related purchase orders to Oxford Electrical Contractors Inc. for the purpose of maintenance, repair, new equipment, and installation services, as per the terms and conditions of the publicly procured contract, for a total not to exceed a cost of TWO MILLION DOLLARS ($2,000,000) in fiscal year 2022.

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

February 10, 2022
Board resolution No.
IV. Action Items

D. Approve Resolution to Award the General Construction Contract for Phase 2 of the Façade and Building Envelope Restoration Work at Weston Hall
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION TO APPROVE THE AWARD OF THE GENERAL CONSTRUCTION CONTRACT FOR PHASE 2 OF THE FAÇADE AND BUILDING ENVELOPE RESTORATION WORK AT WESTON HALL

Background:
Over the past several years, Weston Hall, the home to the Hillier College of Architecture and Design, has experienced numerous leaks from water intrusion through the exterior facade of the building. NJIT’s Facilities Services has responded and made repairs to prevent water from entering different parts of the building. The exterior caulking, flashings, and deteriorated masonry conditions need to be addressed so that the exterior envelope can be made watertight. The impact of the water intrusion is evident in various studio spaces, shop areas, and faculty offices.

Investigative probes, close-up visual inspection from scaffolding, and a binocular survey were conducted to identify the scope of work. The project objectives for the façade and building envelope restoration will consist of removal and replacement of all window caulking, caulking at control joints, repairs to deteriorated masonry units, mortar joint replacement, relieving angle replacement with associated brick replacement, new expansion joints, waterproof coatings, roof parapet repairs, miscellaneous roof repairs and relieving angle anchoring as needed. The façade restoration work will be completed in multiple phases. Phase 1 was successfully completed in the fall of 2021.

Phase 2 addresses the high-priority areas on the north, east, and south elevations of the building. Due to the nature of this type of work, unforeseen conditions may be encountered once brick is removed and areas of the building envelope are revealed. The proposed façade repairs, roof parapet repairs, and other miscellaneous roof repair work will provide the building with a much-needed building envelope revitalization.

In January 2020, NJIT began exploring the procurement process by utilizing the National Cooperative Purchasing Alliance (NCPA). The NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state-of-the-art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. The NCPA partners with JP Patti Tecta America, LLC, a national commercial roofing company to provide roofing and façade repairs in our region.

Through this procurement process, NJIT will achieve the best overall value for the façade and building envelope restoration work using a design-build model. In addition, utilizing this procurement method and JP Patti Tecta America, LLC will allow the facade restoration work to begin spring 2022 and be substantially complete by fall 2022. The Weston Hall roof replacement and Phase 1 of the façade repair were both completed using this procurement strategy.
The administration seeks to award the contract for general construction to JP Patti Tecta America, LLC at a base contract of $1,110,000, with $250,000 in NJIT project contingency for any unforeseen conditions, for a total not to exceed amount of $1,360,000.

**Implication:**

- Awarding the contract for general construction will allow the University to move forward with the façade restoration work and other building envelope repairs needed at Weston Hall, an important building for the University.
- Awarding the work now will allow the 2\textsuperscript{nd} phase of the work, one of the most critical from a health and safety perspective, to be completed expeditiously.
- Funding for the project will be from the previously approved FY22 CRR budget.

**Recommendation:**

Grant the University Administration the ability to award the contract for General Construction to JP Patti Tecta America, LLC, at a base contract of $1,110,000 with $250,000 in NJIT project contingency for any unforeseen conditions for a total not to exceed amount of $1,360,000.
RESOLUTION TO APPROVE THE AWARD OF THE GENERAL CONSTRUCTION CONTRACT FOR PHASE 2 OF THE FAÇADE AND BUILDING ENVELOPE RESTORATION WORK AT WESTON HALL

WHEREAS, on July 22, 2021, the Board of Trustees of New Jersey Institute of Technology approved the Resolution to Adopt FY2022 Operating and Capital Budgets, and,

WHEREAS, the administration has conducted a procurement process utilizing the National Cooperative Purchasing Alliance (NCPA). NCPA utilizes state of the art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices, and,

WHEREAS, after careful consideration of the foregoing factors, J.P. Patti Tecta America, LLC. has been identified as the recommended general contractor, and,

WHEREAS, the administration negotiated a lump sum fee contract based on the NCPA process for the general construction services for the Façade and Building Envelope Restoration Work of Weston Hall, and,

WHEREAS, to move forward with the project promptly, it is recommended that the administration be authorized to award a base general construction contract of $1,110,000 with $250,000 in NJIT project contingency for any unforeseen conditions, for a total cost not to exceed $1,360,000, and,

WHEREAS, the funds for these expenditures will come from the approved FY22 Capital Renewal and Replacement Budget authorized by the Board of Trustees on July 22, 2021, and

NOW THEREFORE IT BE RESOLVED, that the Board of Trustees authorize the administration to award the contract for general construction services for the Façade and Building Envelope Restoration Work of Weston Hall to J.P. Patti Tecta America, LLC. at a base contract of $1,110,000 with $250,000 in NJIT project contingency for any unforeseen conditions for a total cost not to exceed $1,360,000.

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

February 10, 2022
Board Resolution 2022-XX
IV. Action Items
   E. Approve Resolution to Authorize Expenditures for HVAC and Plumbing Services in FY2022
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION OF THE NEW JERSEY INSTITUTE OF TECHNOLOGY TO AUTHORIZE EXPENDITURES FOR HVAC AND PLUMBING SERVICES IN FY2022

Background:
In January 2019, NJIT publicly procured the contract with Binsky and Snyder for HVAC Large and Specialized Equipment Services for the NJIT campus. The RFB was developed based on professional experience and industry standards for heating, ventilation, and air conditioning (HVAC) equipment. Binsky and Snyder was awarded a five (5) year contract on April 17, 2018, based on review and analysis of the bids by Purchasing and Technical Services staff. On May 27, 2021 a contract amendment was executed to add plumbing services to the contract. The goals and objectives of the RFB include providing inspection, preventative maintenance, repair, and installation services for all campus HVAC equipment and plumbing systems so that the overall operation of equipment and plumbing is maintained in an optimal condition for the NJIT campus community.

Due to the COVID-19 Pandemic in FY20 and FY21, the priority for all operational resources was to develop and implement the response plan. Capital and operational budgets were reduced significantly or put on hold due to the initial concerns of extreme revenue shortfalls and the unknown funding from Federal and State agencies. During this time, the backlog of planned deferred maintenance and capital improvement projects increased. In FY22, the funding circumstance was much clearer and supply chain issues had subsided allowing Real Estate Development and Capital Operations to move forward with overlapping years of the previously planned projects and operational spending. In light of this, current year expenditures to Binsky and Snyder, LLC for maintenance, repair, and installation services has exceeded the one-million-dollar threshold requiring Board of Trustees approval for additional expenditures.

Implication:
- NJIT desires to resume all preventative maintenance and reduce the backlog of previously planned capital improvement and deferred maintenance projects caused by the pandemic.
- NJIT requires these contracted services, in combination with the full-time internal staffing plan, so that the campus infrastructure does not decline and systems are maintained preventively and effectively, for the health, safety, and comfort of the campus community.
- NJIT desires to continue using Binsky and Snyder, LLC for these services through the publicly bid contract that provides the best value for New Jersey Institute of Technology.

Recommendation:
Authorize the administration to issue related purchase orders to Binsky & Snyder Services LLC. for the purpose of maintenance, repair, new equipment, and installation services, as per the terms and conditions of the publicly procured contract, for a total not to exceed a cost of THREE MILLION DOLLARS ($3,000,000).
NEW JERSEY INSTITUTE OF TECHNOLOGY

RESOLUTION OF THE NEW JERSEY INSTITUTE OF TECHNOLOGY TO AUTHORIZE EXPENDITURES FOR HVAC AND PLUMBING SERVICES IN FY2022

WHEREAS, New Jersey Institute of Technology requires Plumbing, Heating, Ventilation, and Air Conditioning (HVAC) maintenance, repair, equipment, and installation services; and

WHEREAS, New Jersey Institute of Technology released a bid on January 29, 2018 and administered a public bidding process to procure and contract these services for all campus-wide buildings; and

WHEREAS, after careful consideration of the bid documents, Binsky & Snyder Services LLC. was identified as the recommended vendor and has been performing these services since April 17, 2018; and

WHEREAS, it is estimated that the costs to provide these maintenance, repair, new equipment, and installation services will not exceed THREE MILLION DOLLARS ($3,000,000) for FY2022; and

WHEREAS, the funds for these expenditures have been accounted for in the annual operating and capital budgets in FY21 and FY 22 that were adopted and authorized by the Board of Trustees in July 2020 and 2021, respectively; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees authorizes the administration to issue related purchase orders to Binsky & Snyder Services LLC. for the purpose of maintenance, repair, new equipment, and installation services, as per the terms and conditions of the publicly procured contract, for a total not to exceed a cost of THREE MILLION DOLLARS ($3,000,000) in fiscal year 2022.

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

February 10, 2022
Board resolution No.
IV. Action Items
   F. Approve Resolution Awarding a Ten-Year Janitorial Services Bid to United Services, Inc.
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION OF THE NEW JERSEY INSTITUTE OF TECHNOLOGY AWARDING A TEN-YEAR JANITORIAL SERVICES BID TO UNITED SERVICES, INC.

Background:

On October 29, 2021, the New Jersey Institute of Technology released Request for Bid (RFB) 22-06 for Janitorial Services on the NJIT campus. The RFB was developed based on previous levels of service, professional experience, and janitorial best practices for cleaning universities, colleges, and other institutions. The scope of work includes providing Janitorial Services for the Wellness and Event Center, 105 VentureLink, 211 VentureLink, Evening Cleaning Services of campus common areas, corridors, restrooms, and other noted areas to maintain the overall quality of services to the NJIT Community. These areas are currently being serviced by a janitorial contractor but the existing contract expired on December 31, 2021.

Bids were received on December 3, 2021, and opened publicly via virtual WebEx by the NJIT Purchasing Department. Review and analysis of the bids received were completed by the Purchasing Department staff for the required forms and contractual obligations and by the Building Services team for adherence to the scope of work.

The funds for these services are part of the annual operating budget for the Building Services department within Facilities Services. The cost of the new contract will save the University approximately $42,000 annually versus the previous two contracts for these services. The table below outlines the 10-year contract not-to-exceed cost to NJIT including the escalation of 1.5% in years 2-4 and 2.5% in years 5 through 10. If NJIT determines that these costs do not align with the market rate, we can terminate for convenience at any time with notice.

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<tr>
<th>Year</th>
<th>Cost Increase</th>
<th>Annual Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>0.0%</td>
<td>$1,750,000.00</td>
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<tr>
<td>2</td>
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<tr>
<td>10</td>
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<tr>
<td>TOTAL OVER 10-YEARS:</td>
<td></td>
<td>$19,140,486.81</td>
</tr>
</tbody>
</table>

Implication:

- NJIT desires to continue providing quality janitorial services to the campus community for the specified areas through an outsourced vendor that provides the best value for the New Jersey Institute of Technology.
● Janitorial service responsibilities are currently shared between NJIT full-time staff and a janitorial contractor for the above-referenced areas and a significant increase in permanent, full-time staff would be required to perform this work.
● The continuous improvement of janitorial operations is contingent upon maintaining these contracted services, in combination with the full-time internal staffing plan, which is in the NJIT operating budget.
● The result of the bid process will save the University approximately $42,000 annually for these contracted services.
● NJIT can terminate this contract at any time should service levels not meet standards, budget not be available, or if the costs do not align with the current market conditions.

Recommendation:
● Award the contract to United Services, Inc. for a not to exceed the first-year cost of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000), and not to exceed cost increase of 1.5% for years two through four and not to exceed cost increase of 2.5% for years five through ten, at the discretion of New Jersey Institute of Technology.
RESOLUTION OF THE NEW JERSEY INSTITUTE OF TECHNOLOGY AWARDING A TEN-YEAR JANITORIAL SERVICES BID TO UNITED SERVICES, INC.

WHEREAS, New Jersey Institute of Technology requires Janitorial Services for the Wellness and Events Center, 105 VentureLink, 211 VentureLink, Campus-Wide Evening Services, and other related services; and

WHEREAS, New Jersey Institute of Technology administered a public bidding process where price and other factors were considered; and

WHEREAS, after receipt and analysis of the bids by various firms, it was determined United Services, Inc. was the best value for the New Jersey Institute of Technology; and

WHEREAS, New Jersey Institute of Technology intends to enter into a Ten (10) year contract with United Services for the scope of services outlined in Request for Bid 22-06 dated October 29, 2021, at a not to exceed first-year cost of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000), for the base contract scope of work and related additional services; and

WHEREAS, per the bid specifications, the contract may be extended annually for a period not to exceed Ten (10) Years, at the discretion of New Jersey Institute of Technology, for the base contract scope of work and related additional services; and

WHEREAS, subsequent contract years will not exceed a 1.5% cost increase for years two through four and will not exceed a 2.5% cost increase for years five through ten, for the base contract scope of work and related additional services; and

WHEREAS, the funds for these expenditures have been accounted for in the remaining FY22 Annual Operating budget that was adopted and authorized by the Board of Trustees on July 22, 2021, and will be subject to annual operating budget approval

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of New Jersey Institute of Technology hereby as follows:

1. Approves the award of the publicly bid, ten (10) year contract to United Services, Inc. for a not to exceed first-year cost of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000), for the base contract scope of work and related additional services; and

2. Approves a not to exceed cost increase for subsequent years of 1.5% for years two through four and not to exceed the cost of 2.5% for years five through ten, for the base contract scope of work and related additional services based on approval of adequate funding in the annual operating budget; and

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

February 10, 2022
Board resolution No.
IV. Action Items

G. Approve of Resolution to Authorize Execution of a Solar Services Agreement for the Purposes of Installing a Solar Energy System on the Wellness and Events Center
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION OF THE NEW JERSEY INSTITUTE OF TECHNOLOGY TO AUTHORIZE

THE EXECUTION OF A SOLAR SERVICES AGREEMENT FOR THE PURPOSES OF INSTALLING A SOLAR ENERGY SYSTEM ON THE WELLNESS AND EVENTS CENTER

Background:

New Jersey Institute of Technology, as part of the “NJIT 2025: Building on a Strong Foundation” strategic plan, has identified sustainability as a core value of the university. NJIT intends to integrate sustainability into our community’s daily life through conservation and the use of renewable energy, informed recycling, and other best practices. As a public polytechnic university, it is important for us to set an example for sustainability and contribute to the green economy.

In 2019, NJIT pursued a design, bid, build process for a solar power purchase agreement on the Wellness and Events Center. Due to the uncertainty surrounding the renewable energy markets and the flux in the State of New Jersey’s solar incentive program, the project was put on hold. In July 2021, the New Jersey Board of Public Utilities (NJBPU) established a new Successor Solar Incentive Program, also known as the “SuSI Program”. The SuSI Program implements the Clean Energy Act of 2018 (L. 2018, c.17) and the Solar Act of 2021 (L. 2021, c. 169). The SuSI Program provides incentives to eligible solar facilities to enable the continued efficient and orderly development of solar renewable energy generating sources throughout the state. By the nature of both the State and Federal solar energy incentive programs, tax-exempt entities, like NJIT, cannot obtain the full benefit of the tax incentives available to for-profit entities implementing solar projects. Therefore, public-private partnership arrangements through the use of a power purchase agreement (PPA) with a for-profit entity are the preferred solar energy project delivery method for non-profit entities. In this structure, NJIT purchases the electricity from a system that is designed, financed, constructed, and operated by the provider.

NJIT began exploring the PPA procurement process under the new incentive program in August 2021 by utilizing the National Cooperative Purchasing Alliance (NCPA). The NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state-of-the-art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. The NCPA partners with EnergyWare, LLC, a national provider of solar power and energy efficiency installations to design and install solar energy projects throughout the country. The system designed for the Wellness and Events Center will be a ballasted system capable of producing approximately 592kW of electricity. The overall cost of the system and installation is estimated at $1,456,000. Using the design-build methodology through NCPA, NJIT avoided over $75,000 in consulting fees required for a design-bid-build procurement process.
EnergyWare, LLC has solicited three proposals from financing partners to find the best overall value for NJIT based on their system design. The PPA financing firm presenting the best overall value, based on price and other factors, including performance criteria, end of useful life terms, and preventive maintenance, was determined to be Solaris Energy, Inc. The approximately 592 kW system is expected to generate 725,000 kWh of electricity for use in the Wellness and Events Center. Each kWh generated by the system will be sold to NJIT at $0.076, which is a 37% reduction in cost over the $0.12 kWh rate paid to the current electricity provider. Over the 15-year term of the solar services agreement, NJIT anticipates a savings of approximately $495,000. At the end of the term, NJIT anticipates purchasing the system at fair market value, currently estimated at approximately $90,000, and operating the system internally through the end of its 30-year useful life. This results in overall savings to NJIT of approximately $3.4M.

The Administration briefed the Buildings and Grounds Committee of the Board of Trustees on the procurement and design of the project at the September and November 2021 committee meetings. A member of the Buildings and Grounds Committee and an NJIT Board of Overseers who is familiar with power purchase agreements based on his non-affiliated professional role, has consulted with the Administration regularly throughout the process to ensure the best overall value is being provided to the University. Based on the negotiations to date, the Administration is requesting the authority to execute a power purchase agreement, also known as a solar services agreement, with a single purpose entity of Solaris Energy, Inc.

**Implication:**

- New Jersey Institute of Technology will expand the generation of renewable energy on campus through the development of a solar services agreement on the Wellness and Events Center.
- NJIT will obtain the benefits of the various tax incentive and solar renewable energy credit sales through the for-profit single-purpose entity created by Solaris Power, Inc.
- Utilizing the National Cooperative Purchasing Alliance, NJIT has ensured compliance with public bidding laws and is receiving the best overall value to the University.
- NJIT will save approximately $495,000 on electricity cost over the 15-year contract term versus the escalated rate paid to the electricity provider.
- The solar power system will save NJIT $3.4M over the 30-year useful life of the system versus the escalated rate paid to the electricity provider.

**Recommendation:**

Authorize the Administration to execute a 15-year solar services agreement at the initial rate of $0.076 per kWh with a single purpose entity of Solaris Energy, Inc. to finance, operate, and maintain the solar energy system designed and constructed by EnergyWare, LLC. through the National Cooperative Purchasing Alliance on the roof of the Wellness and Events Center, as reviewed and approved by counsel.
RESOLUTION TO APPROVE THE EXECUTION OF A SOLAR SERVICES AGREEMENT FOR THE PURPOSES OF INSTALLING A SOLAR ENERGY SYSTEM ON THE WELLNESS AND EVENTS CENTER

WHEREAS, New Jersey Institute of Technology (NJIT), as part of the “NJIT 2025: Building on a Strong Foundation” strategic plan, has identified sustainability as a core value of the university; and,

WHEREAS, the administration has conducted a procurement process utilizing the National Cooperative Purchasing Alliance (NCPA). NCPA utilizes state-of-the-art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices; and,

WHEREAS, NCPA partners with EnergyWare, LLC, a national provider of solar power and energy efficiency installations, to design and install solar energy projects throughout the country; and,

WHEREAS, proposals were solicited based on the EnergyWare, LLC system design for the financing, operation, and maintenance of the solar energy system resulting in the selection of a single purpose entity of Solaris Energy, Inc. as NJIT’s partner for the solar services agreement; and,

WHEREAS, NJIT will save approximately $495,000 on electricity cost over the 15-year contract term versus the escalated rate paid to the electricity provider; and

WHEREAS, NJIT will expand the generation of renewable energy on campus through the development of a solar services agreement on the Wellness and Events Center; and

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of New Jersey Institute of Technology hereby authorizes the Administration to execute a 15-year solar services agreement at the initial rate of $0.076 per kWh with a single purpose entity of Solaris Energy, Inc. to finance, operate, and maintain the solar energy system designed and constructed by EnergyWare, LLC. through the National Cooperative Purchasing Alliance on the roof of the Wellness and Events Center, as reviewed and approved by counsel.

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

February 10, 2022
Board Resolution 2022-XX
IV. Action Items.

H. Approve Resolution to Award of the Planned Advanced Research Computing Infrastructure Purchase
NEW JERSEY INSTITUTE OF TECHNOLOGY

STATEMENT

RESOLUTION TO APPROVE THE AWARD OF THE PLANNED ADVANCED RESEARCH COMPUTING INFRASTRUCTURE PURCHASE

Background:

FY22 approved capital plans for technology improvements include an investment in advanced research computing infrastructure that supports this university’s current and upcoming research needs. The current research infrastructure is dated and had never been architected with research growth and needs in mind. Most of the compute nodes within the existing research infrastructure dates back to 2012. Although effort and modest investments have been made over the years to ensure that the hardware and software is supported, the current infrastructure is not scalable and lacks the capability to be expanded further. The compute nodes are built with older standards and are not powerful enough to support massive parallel processing in a timely manner, as needed by NJIT’s research community. NJIT needs to invest in a research computing architecture that is modern, scalable, includes high performance computing with the ability to incorporate analytics and Artificial Intelligence (AI) workloads, and architected in a way that leverages cloud and on-premise resources readily. Establishing this infrastructure is a priority and is part of FY22 and FY23 capital plans.

The administration will work through NJIT’s procurement processes leveraging state approved vendors. At the end of that process, the administration seeks to award the contract to the selected vendor deemed to provide the best overall value to the University, using price and other factors, not to exceed $4,200,000. The contract is expected to be finalized by the end of February 2022.

Implication:

- Awarding the contract for advanced research computing infrastructure will enable NJIT’s researchers and students to perform efficiently and effectively on massively parallel computing architecture, using larger data sets and larger models, leveraging more complex simulations, and in turn improving the level of accuracy and prediction of the models for furthering research at NJIT.
- Funding for the project has been planned as part of FY22 capital budget plans for technology.
- Waiting until the end of the procurement process to authorize this expenditure will delay the start of the work by approximately 3 months until approval can be granted by the Board of Trustees at the Apr 2022 meeting. Existing supply demand challenges due to COVID related impact runs the risk of increasing this delay, making it unlikely to get the new infrastructure build completed during summer of 2022.

Recommendation:

Grant the University Administration the ability to award the contract for advanced research computing infrastructure to the lowest responsible vendor, determined to provide the best overall value to the University, using price and other factors, for a not to exceed cost of $4,200,000.
RESOLUTION TO APPROVE THE PLANNED ADVANCED RESEARCH COMPUTING INFRASTRUCTURE PURCHASE

WHEREAS, on July 22, 2021 the Board of Trustees of New Jersey Institute of Technology approved the Resolution to Adopt FY2022 Annual Operating and Capital Budgets, and,

WHEREAS, the delivery of the advanced research computing infrastructure will provide significant capacity improvement for computing resources that is necessary for sustaining and growing research at NJIT, thereby facilitating better research support for our researchers and students,

WHEREAS, the administration will conduct a procurement process through state approved vendors, 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 contract, as required, at a not to exceed cost of $4,200,000, and,

WHEREAS, the funds for these expenditures will come from the FY22 Annual Operating and Capital Budgets adopted by the Board of Trustees on July 22, 2021, and

NOW THEREFORE IT BE RESOLVED, that the Board of Trustees authorizes the administration to award and finalize the planned advanced research computing infrastructure purchase contract for NJIT campus to the lowest responsible bidder, at the conclusion of the procurement process through state authorized vehicle, providing the best overall value to the University, utilizing price and other factors, with a not to exceed cost of $4,200,000.

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

February 10, 2022
Board Resolution 2022-XX
V. Executive Committee  
   B. Discussion of Resolution Amending Board Resolution No. 2022-14
WHEREAS, on January 5, 2022, the NJIT Board of Trustees adopted Resolution 2022-14 appointing Dr. Teik C. Lim as the 9th NJIT President;

WHEREAS, said Resolution contained language, in page 3, stating that “BE IT FURTHER RESOLVED that Dr. Lim is hereby appointed as a Distinguished Professor effective July 1, 2022, with academic tenure, pending approval through the applicable academic approval procedures”

WHEREAS, for the purpose of clarifying the Board’s intentions, the Board of Trustees wishes to issue a corrected Resolution clarifying that application for the rank of Distinguished Professor shall follow the process set forth in the Faculty Handbook for same, and wishes to clarify that any faculty appointment by the Board would not occur until fulfillment of any review requirements set forth in the Handbook;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees amends Board Resolution 2022-14 to delete the above referenced paragraph and republish the Resolution without this paragraph;

BE IT FURTHER RESOLVED, that except for this amendment, Board Resolution 2022-14 remains unchanged and is hereby affirmed

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

February 10, 2022
Board Resolution 2022-XX
IV. *Action Items*

J. Approve Resolution to Authorize Exclusive License of University Intellectual Property
RESOLUTION TO AUTHORIZE EXCLUSIVE LICENSE OF UNIVERSITY INTELLECTUAL PROPERTY

WHEREAS, the Board of Trustees of New Jersey Institute of Technology (NJIT) is empowered to direct and control the disposition of NJIT Intellectual Property if deemed necessary or advisable to carry out the goals of NJIT;

WHEREAS, the Administration recommends the exclusive licensing of certain identified NJIT Intellectual Property to Acuitive Technologies, Inc. for a royalty percent of net product sales containing the Intellectual Property, reimbursement of patent costs, a change of control consideration, plus a royalty percent of sublicensing income;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of New Jersey Institute of Technology that the proposed exclusive licensing of the Intellectual Property (Reference Number 22-001) by NJIT is hereby approved; and

THEREFORE BE IT FURTHER RESOLVED by the Board of Trustees of New Jersey Institute of Technology, that the Vice President of Business Incubation, Chief Commercial Officer is hereby authorized to execute any and all agreements or documents on behalf of NJIT to consummate the licensing transaction.

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

February 10, 2022  
Board Resolution 2022-XX
V. Reports
   A. Chair’s Report
V. Reports
   B. President’s Report
      1. Greater Newark Smart Port Regional Coalition
         Phase 2 Proposal
      2. Egypt Initiative
Build Back Better Regional Challenge (BBBRC)
Economic Development Administration (EDA)

Greater Newark Smart Port Regional Growth Cluster

Vision: The City of Newark, NJ, and its coalition members and partners seek to optimize the Port of New York and New Jersey’s (PANYNJ) facilities located in Newark and Elizabeth, as well as the transportation systems extending from this hub. Development and implementation of smart and resilient critical infrastructure will result from our project’s focus on advanced engineering and information technologies for freight handling, transportation, tracking and delivery. The proposed innovations will create a massive number of high-paying new jobs and business opportunities in a region with socioeconomically disadvantaged communities, and will support the existing union workforce while spurring job growth in and around the port and making a sustainable impact on the regional and state economies.

Coalition Members:

- The City of Newark (lead institution), the most populous city in New Jersey, owns both the Port Newark property and the Newark Liberty International Airport property, both of which are leased to the PANYNJ.
- The City of Elizabeth is home to the Elizabeth-Port Authority Marine Terminal and a portion of Newark Liberty International Airport.
- The Port Authority of New York and New Jersey (PANYNJ) operates the Newark and Elizabeth ports as well as Newark Liberty International Airport.
- New Jersey Institute of Technology (NJIT) is New Jersey’s public polytechnic university, an anchor institution in Newark, and a driver of equity in the state’s higher education sector. NJIT is ranked No. 1 nationally by Forbes for the upward economic mobility of its lowest-income students.
- Rutgers, the State University of New Jersey, stands among America’s highest-ranked, most diverse public research universities and is the oldest and largest public university in the New York/New Jersey metropolitan area.
- New Jersey Economic Development Authority (NJEDA) grows the state’s economy and increases equitable access to opportunity by supporting high-quality job creation, catalyzing investment, and fostering vibrant, inclusive community development.
- North Jersey Transportation Planning Authority (NJTPA) is responsible for preparing the regional transportation plan for northern New Jersey and for programming about $12 billion in transportation investments.

Component Projects:

- Workforce Development and Training Programs (WDTP): comprehensive training and skill development programs and talent management promoting equity among underrepresented communities with pipelines for student internships and co-ops.
- Research and Technology Innovation Center (RTIC): technology development and innovation projects in assisted freight handling; intelligent transportation systems; green energy and environmentally friendly resources and utilities; supply chain management and real-time data analytics based support systems for scheduling, tracking, storage and delivery optimization.
- Technology Deployment, Business Development and Innovation to Market Ecosystem (TBIE): translation of technology and operational management innovations developed in RTIC for commercialization and new business development in the region.
- Industry and Business Expansion Corridor (IBEC): Strategic enhancements of Port freight handling capacity aligned with City of Newark master plan with long-term expansion of regional assets including support industries and businesses in associated sectors such as information technology, transportation, supply chain management and manufacturing for sustainable future economic growth, job creation, equity and resilience.
Greater Newark Smart Port Regional Growth Cluster
The Port: Port Newark/Elizabeth-Port Authority Marine Terminal

• The largest container port on the East Coast and the second largest in the nation.

• An economic engine supporting a third of the nation’s Gross Domestic Product (GDP) within 250 miles

• New Jersey’s second largest industry sector, Transportation, Distribution and Logistics (TDL) with $67 billion contribution to the state’s GDP in 2019, the sixth highest amount per state nationwide.

• Container Volume Growth: 7.2 million 20-foot equivalent units (TEUs) in 2018 to between 12 million and 17 million TEUs by 2050
Mayor Ras J. Baraka challenged his administration and NJIT to enlist members and partners to develop a robust plan for the port.
Optimize the Port of New York and New Jersey’s (PANYNJ) facilities located in Newark and Elizabeth, as well as the transportation systems extending from this hub.

Develop and implement smart and resilient critical infrastructure with advanced engineering and information technologies for freight handling, transportation, tracking and delivery.

Create high-paying new jobs and business opportunities in the region with socioeconomically disadvantaged communities to support the existing workforce while spurring new job growth in and around the port for a sustainable impact on the regional and state economies.
Greater Newark Smart Port Regional Growth Cluster

Optimized Integrated Smart Port Operations

Freight Handling

Transportation

Tracking and Monitoring

Scheduling and Delivery

Technology and Environment-Friendly Innovation Systems

- Advanced Technology Innovations
- Smart Power Management
- Green Energy and Eco-Friendly Utilities
- Smart Information and Communication Systems

Infrastructure Support, Growth and Impact

- Workforce Training and Talent Management
- Enhanced Capacity, Efficiency and Resources
- Enhanced Resilient Port, Homeland and Cyber Security
- Sustainable Job and Economic Growth with Equity

Enhanced Capacity, Efficiency and Resources

Enhanced Resilient Port, Homeland and Cyber Security

Sustainable Job and Economic Growth with Equity
Smart Port Regional Growth Cluster: Component Projects

**Workforce Development and Training Program (WDTP):** comprehensive training and skill development programs and talent management promoting equity among underrepresented communities with pipelines for student internships and co-ops.

**Research and Technology Innovation Center (RTIC):** technology development and innovation projects in assisted freight handling; intelligent transportation systems; green energy and environmentally friendly resources and utilities; supply chain management and real-time data analytics based support systems for scheduling, tracking, storage and delivery optimization.

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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 Sunday April 11th, 2021 (hereinafter “Effective Date”).

By and Between:

Tatweer Misr for Touristic Investments and Land Reclamation, an Egyptian Joint Stock company established under Law No. 72/2017, Commercial Register 75704, located at 20 Aisha Al Taymoria, Garden City, Cairo Cairo, Egypt, acting by an authorized signatory Dr. Ahmed Shalaby, in his capacity as CEO and Managing Director (hereinafter “TM”).

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) TM 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) TM 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 TM 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 Programs 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 no later than August 2021. In the event that such approvals are delayed and taken by January 2022, the first student intake would be expected to start as of September 2023.

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

NJIT will teach the Programs at the Branch according to the same standards and quality as at it is delivered in its main campus in the USA. It is the goal of the Parties to provide the greatest practicable instructional support to the planned academic Programs, 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>
</tbody>
</table>
Intake
Each enrolment of students to the NJIT Branch in Egypt onto the Program(s) on the Intake Dates.

Intake Dates
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 of students onto the Program(s) at the Branch (each an "Intake Date").

New University Institution
The new university institution to be established and named by TM 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).

Programs
NJIT Bachelor of Science degree Programs 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 Programs.

Term
Collectively the Initial Term and each Extended Term as described in clause (8) herein.

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. TM has agreed to host the NJIT Branch at the Campus and assist NJIT in operating the Programs administratively 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 TM at the Campus. The Academic Areas may not be changed by either Party without the written consent of both Parties.

3.3. 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, regarding the establishment and operation of the Branch, as of the Effective Date.

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

3.5. NJIT shall not deliver or provide any of its Programs in the Egyptian Territory, either by itself or in collaboration with any other universities in Egypt other than TM 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 Programs.

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

3.8. Subject to obtain the necessary governmental approvals in Egypt, the Parties may expand the Programs to cover additional Academic Areas, as well as potentially introducing graduate degree and non-credit executive education and training Programs by mutual agreement. Any new Programs initiated, or discontinuation of any existing Programs shall be undertaken only after the same is approved by the Minister of Higher Education in Egypt, Government of Egypt, TM and NJIT. NJIT will also have the right of first refusal to offer and operate all business start-up incubator Programs and economic development opportunities at the Campus upon terms and conditions to be negotiated and agreed upon by the Parties. For this purpose, (i) if the Parties agree on the terms and conditions for this new Programs within 60 days from the date of receiving a written notification to NJIT from TM the Parties shall execute an addendum to be attached as a new schedule to this Agreement; (ii) if the Parties cannot agree within 60 days from the date of receiving a written notification to NJIT from TM, TM shall have the right to agree with any other foreign universities or institutions to host the above mentioned Programs at the Campus.

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 Programs to permit NJIT to respond to parental inquiries.
4. INSTITUTIONAL RESPONSIBILITIES AND OPERATIONAL ARRANGEMENTS OF THE PARTIES

4.1. Role and Responsibilities of TM

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

(1) Obtain all the required licenses, registrations, permits and the like, to permit the establishment of the Branch and enable NJIT to deliver the Programs at the Branch.

(2) Obtain all governmental approvals in Egypt.

(3) Hire a consultant to perform a space needs analysis and create a Branch Master Plan.

(4) Provide suitable premises and equip those premises, including as reasonably requested by NJIT from time to time during this Agreement.

(5) Coordinate, through properly credentialed professionals approved by NJIT, the programming, design, and construction of the suitable premises.

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

(7) 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. Third Parties will develop a detailed time schedule for all design phases and submissions.

(8) In accordance with Egyptian employment and/or labour laws, hire, pay and employ a sufficient number of in-country (non-NJIT employees) administrative support staff to complement and assist NJIT’s qualified educators from NJIT’s USA campus.

(9) Provide the logistics and material resources for the delivery of the Programs and maintain the same at an appropriate level in accordance with the requirements of NJIT.

(10) Market the Programs based on the detailed marketing plan and information provided by NJIT.

(11) Ensure from administrative perspective that the students’ enrolment in the Programs at the Branch is in accordance with NJIT’s entry requirements and procedures.

(12) Use the system provided by or agreed with NJIT at the Branch for recording student enrolment onto, and withdrawal from, the Programs.

(13) Ensure that the administrative standards required by NJIT and ensure adherence of NJIT’s normal policies and procedures.

(14) Issue invoices and collect all tuition and Fees due and payable by students enrolled on the Programs.

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

(16) Record student information onto an appropriate system such as the names of all students enrolled onto the Program(s) and the courses for which they are registered after the date of registration in the Programs.
(17) Retain at its own expense on behalf of NJIT (not to be deducted from NJIT’s tuition percentage share), an Egyptian 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.

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

(19) It is the responsibility of TM and NJIT to review and comment on the drawings of the Branch to ensure it is fulfilling the general requirements of both Parties. TM nor NJITs review shall not relieve the design firm of their responsibility to maintain the appropriate standard of care for the Branch planning, architecture, and engineering necessary to construct the 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 Programs. 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 Programs 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 Programs: (i) the NJIT policies and regulations; and (ii) the Program academic specifications. NJIT will have complete control over instruction, curriculum planning, examination and academic assessment at the Branch.

(2) Provide TM, from time to time, with 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 Programs at the Branch following the start of construction, including Operation of the library.

(3) Provide the list of qualified educators from NJIT’s USA campus to be appointed to the Branch by NJIT. TM 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 administrative staff to be hired and appointed by TM at the Branch as described under clause (19) (In-Country TM 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 Programs.

(5) Provide policies and procedures required for the quality assurance and assessment in relation to the Programs including requirements for admission and enrollment 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 Programs, 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 Programs to ensure that students on the Programs receive an equivalent student learning experience to students undertaking the same Programs at NJIT.

(9) Support TM’s marketing of the Programs hosted at the Campus through NJIT’s publications and website.

(10) Ensure the academic quality of the Programs in accordance with the standards required by NJIT.

(11) Grant students who successfully complete a Program 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 Programs 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 Programs 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 TM for TM to obtain approval from the Ministry of Higher Education and the presidential decree 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 and on 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 Programs, 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 Programs and supplied by or produced on behalf of NJIT shall be used only for the purposes of teaching the Programs and for no other purposes.

5.3. Any research, innovations and new teaching materials developed or produced entirely independently by Branch’s 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 TM or the Branch as the case may be.

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 TM 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. TM 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. TM has the right to use NJIT’s name, trademark and logo for the purposes of marketing and promotion of the NJIT Branch. NJIT has the right to use TM’s
name, trademark and logo for the purposes of marketing and promotion of the NJIT Branch TM.

5.9. All rights and title to TM’s name, logo or other Intellectual Property Rights, shall remain vested in TM 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. It is agreed by the Parties that any marketing and promotional material introduced by any Party shall be sent to the other Party to obtain its prior approval on the content.

6.2. TM shall be responsible for the promotion and marketing of the Programs and for providing information requested by prospective students.

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

6.4. TM 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.

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

6.6. During the Term of this Agreement and consistent with all applicable accreditation requirements and limitations, each Party and the Branch 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 Programs.
provided that the name and logo of each Party and Logo Lockup shall be used only in connection with the Programs and for no other purpose.

6.7. The use of NJIT’s name and/or logo by TM and the Branch 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 TM and the Branch in good faith, how to cure this matter.

6.8. The use of TM’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 TM. If TM 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 Party 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, either as per the Egyptian Law or 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 Affecte 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 Affecte 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 Programs and the staff teaching on the Programs.

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 Affecte Party.

9.4 If the Force Majeure Event prevents hinders or delays the Affecte Party’s performance of its obligations for a continuous period of more than six (6) months, the Parties shall exhaust all possible solution to maintain the application and enforcement of this Agreement. Failure to do so by any Party the other 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 Programs) shall apply.

10 **TERMINATION:**

10.1 If NJIT fails to provide the Programs to the NJIT Branch at the same level and quality as it is provided in the main campus of NJIT, TM shall have the right but not obligation to terminate this Agreement without need to take any legal or judicial action or obtain judicial or arbitral award. Any such failings will be brought to NJIT's attention by TM 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 or obtain any Court’s or Arbitral award, if: (a) the approval of the Egyptian Ministry of Higher Education to establish the Branch is not issued during nine (9) months from the date of obtaining approvals by NJIT from Middle States Commission on Higher Education and/or New Jersey Secretary of Higher Education (for clarification, this period shall start from the date of NJIT’s notification to TM); or (b) if NJIT cannot obtain the approval to establish the Branch from the Middle States Commission on Higher Education and/or New Jersey Secretary of Higher Education by 31 January 2023. In the above two events of termination, no Party shall be legally responsible vis-a-vis the other Party. The tentative Middle States Commission on Higher Education Approval Timeline will be provided and attached hereto as Schedule (2).

10.3 This Agreement may also be terminated early upon: (a) mutual agreement between the Parties; (b) upon one hundred and eighty (180) 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 a period of (180) days; or (c) general causes according to any Applicable Law.

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 PROGRAM(S) OR EXPIRATION OR TERMINATION OF THIS AGREEMENT

11.1 If any Program 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 Program but not completed it, NJIT shall ensure that any such student(s) has an opportunity to complete the Programs and obtain their degree, including permitting such affected students to pursue transfer to NJIT’s campus in the USA. TM 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 Programs.

11.2 Where a Program is discontinued for any reason, the Parties shall stop any further marketing and/or recruitment of and for any Program(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 TM marked for the attention of Chairman of TM. Any such notice shall be deemed to have been received upon proof of receipt.

[Signature]

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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 TM represents and warrants that it has all necessary rights of ownership of the land on which the premises of the Campus will exist.

15.2 TM represents and warrants that the New University Institution will execute the Deed of Transfer and Assignment, attached hereto as Schedule (1) within (90) days after the issuance of the Presidential Decree to establish the Branch, to perform this Agreement. NJIT undertakes to execute the Deed of Transfer and Assignment attached hereto as Schedule (1) within (180) days after the issuance of the Presidential Decree to establish the Branch.

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 TM’s right of any 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 Branch or any personal property thereat belonging to TM, by reason of fire, the elements, or any other cause, regardless of cause or origin, its employees and/or students, shall be limited to the proceeds of insurance coverage described under clause (16) (Insurance). TM in all events shall assume all risk of damage or loss to its property, equipment and fixtures occurring in the Branch, whatever the cause of such damage or loss, unless such damage or loss is due to negligent acts or omissions or misconduct by NJIT, its agents or its employees.
15.5 Each Party shall indemnify, defend (including legal fees) and save the other Party harmless from and against any claims, including but not limited to those in connection with any accident, injury or damage whatsoever caused to anyone or any property arising directly or indirectly out of indemnifying Party’s negligent acts or omissions or misconduct, including 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, limited to the proceeds of insurance coverage described 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 TM 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 TM’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 TM equipment, installations, fixtures and contents of the Branch in the event of loss.

16.2 TM 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 coverages 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 TM 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 Programs as per the Decree of the Minister of Higher Education 4200/2018.

17. ASSIGNMENT OF AGREEMENT

17.1 TM shall 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 ninety (90) 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, TM 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 TM 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 TM 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. NJIT shall execute the Deed of Transfer and Assignment within (90) days from the date of issuance of the Presidential Decree approving the establishment of the Branch.

17.2 Save as set out in clause (17/1), the Parties shall not assign, transfer or subcontract any of their rights and responsibilities under this Agreement without the prior written approval of the other Party.

18. FINANCIAL ARRANGEMENTS

The Parties shall agree upon the Financial Arrangement within (90) days from the Effective Date. This financial agreement shall be reflected as a supplemented Schedule (4).

19. IN-COUNTRY PERSONNEL

19.1 TM agrees, in accordance with Egyptian employment and/or labour laws, to hire, pay and employ a sufficient number of in-country (non-NJIT employees) administrative support staff (hereinafter collectively “In-Country Personnel”) to complement and assist NJIT’s qualified educators from NJIT’s USA campus in the administrative works related by the Programs. 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). TM 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 TM and In-Country Personnel shall be solely handled by TM and NJIT shall have no responsibility and/or liability for the same. To the greatest extent possible, NJIT shall cooperate with TM in formulating an academic calendar that will facilitate TM’s compliance with all applicable Egyptian employment and labour laws, including the Programs’ 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 TM 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 TM 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 Egyptian criminal laws or disrupt the Programs 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 TM to retain in-country legal counsel for advice and legal representation of NJIT and/or TM at TM’s sole cost and expense (not to be deducted from NJIT’s tuition percentage share).

20. BRANCH REQUIREMENTS

The Parties shall observe and perform the Branch Requirements as set out in Schedule (3) 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 execution 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 TM with all the letters, documents and information requested by the Ministry of Higher Education and any other governmental authorities required by TM to obtain the approvals and the Presidential Decree.

21.11 Without prejudice to clause (21.7), in performing this Agreement, TM shall not discriminate against any student at the Branch based on sex, race, national origin, religion, colour, 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 Investments and Land Reclamation

By: ____________________________
Name: Dr. Ahmed Shalaby
Title: CEO and Managing Director
Date: ____________________________

New Jersey Institute of Technology

By: ____________________________
Name: Dr. Joel S. Bloom
Title: President
Date: ____________________________

[Approved Legal]

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SCHEDULE 1

DEED OF TRANSFER AND ASSIGNMENT

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

(1) Tatweer Misr for Touristic Investments and Land Reclamation, a joint stock company established under Law No. 72/2017 registration number 75704 located at 20 Aisha Al Taymoria, Garden City, Cairo, Egypt, acting by an authorized signatory Dr. Ahmed Shalaby, in his/her capacity as CEO and Managing Director (hereinafter “TM” or “Assignor”);

AND

(2) [Name of institution], a university institution established under law 162/2018 pursuant to Presidential Decree No. -------, located at [Address], Cairo, Egypt, acting by an authorized signatory xxx, the President of [to be named] (hereinafter “.................” 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 Sunday 11 April 2021 (being referred to hereafter, including all schedules thereto as, “The Agreement”), by which NJIT has accepted the desire of TM 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, TM 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 TM to Assignee.

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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 Sunday 11 April 2021 from TM 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 confirms that 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.

3.7 Nothing in this Deed of Transfer shall detract any of TM and NJIT’s obligations stated under the Agreement.

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 TM wherever TM is mentioned under the Agreement. Therefore, all of TM’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, TM shall not be a party to any arbitral procedure related to the Agreement.

(5) Form the Effective Date of this Deed of Transfer, TM 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. TM 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 ASSIGNSOR 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 telex or teletypewriter 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:

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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 Investments and Land Reclamation

By:  
Name: Dr. Ahmed Shalaby  
Title: CEO and Managing Director  
Date: 

[.................................]

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

CAMPUSS REQUIREMENTS

1.1 TM shall provide all financial resources and other inputs required for all necessary Branch infrastructure and shall provide all necessary day-to-day logistic support in the administration of the Branch location. The Branch 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 TM agrees to provide at its sole cost and expense a Branch infrastructure, including any temporary facilities, 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 Programs 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 Branch will be executed in four (4) phases over four (4) years, with a grace period agreed by the parties.

1.4 TM will hire a third party/parties, at its sole cost to create the branch master plan and design drawings for each phase of the Branch. NJIT will be involved in the process of the selection of the third party/parties.

1.5 TM will submit a preliminary main time schedule for the full Branch 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 TM 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 TM before issuing. The RFP shall include the deliverables for the Branch master plan and each design phase to facilitate the shared review of both TM 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 TM and NJIT, it will be the agreed dates of the project and shall be reflected on the main time schedule (mentioned in the previous point).

1.8 It is the responsibility of TM and NJIT to review and approve / comment on the drawings of the 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. NJITs 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 Branch.
1.9 TM is responsible for the Branch readiness for the students to start the academic year according to the agreed dates and phasing. TM will provide regular updates on construction progress and allow NJIT to visit the Campus during construction.

1.10 TM is responsible for all the governmental approvals in Egypt only; 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.

1.11 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 Branch 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 Branch 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 Branch for a reasonable period of time after termination (not to exceed 180 days) to facilitate the orderly closure of the Branch by NJIT.

1.12 TM 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 at TM’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, TM agrees, at its expense, to maintain and keep in good repair the Branch 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 Branch. All damage or injury to the Branch shall be repaired, restored, or replaced promptly by TM at its sole cost and expense. In the event that TM shall fail to make such necessary repairs, within reasonable time restorations and replacements, any charge or cost so incurred by NJIT shall be promptly reimbursed by TM. TM agrees to keep the Branch and all parts thereof in a clean and sanitary condition and free from trash and flammable/hazardous materials.

1.13 TM’s administrative responsibilities shall include but not be limited to the following: (a) comply with all applicable Egyptian and rules relating to Branch 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 Branch (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 Branch areas.
SCHEDULE 4
FINANCIAL ARRANGEMENTS

1. Pre-Opening Budget

It is agreed that TM will pay an amount equal to $250,000 for NJIT to employee an expert consultation to perform the needed work for the Middle States and New Jersey Office of the Secretary of Higher Education applications. The funding shall include travel to Egypt.

2. Branch Budgets

1.1 Not less than sixty (60) working days before the Academic Year, NJIT shall prepare a draft of academic budget for the first Academic Year consisting of all expenses expected to be incurred by NJIT for its academic operation of the Branch.

1.2 TM and NJIT will review the draft of academic budget for each Academic Year and the Parties shall meet to discuss them by August 1st (unless agreed otherwise by the Parties).

2. Financial Statements/Fiscal Agent

2.1 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 TM 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 TM and SIX PERCENT (6%) to NJIT.

2.2 TM 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 TM no later than thirty (30) days after the end of each academic semester, without further invoice or demand; and

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

2.3 All Fees billed shall be paid ONE HUNDRED PERCENT (100%) to the party providing the corresponding service.

2.4 TM will provide NJIT from time to time a financial transactions report with accurate records of all financial transactions approved by his chartered accountant. The financial transaction report will be available for review, audit and verification by NJIT upon request on reasonable advance notice and on their expenses.
November 24, 2021

Joel Bloom, Ph.D., President  
New Jersey Institute of Technology  
323 Dr. Martin Luther King Jr. Blvd  
Newark, NJ 07102

Dear President Bloom:

I have reviewed the branch plan submitted by New Jersey Institute of Technology ("NJIT") seeking to establish a branch campus in Mostakbal City, Egypt and my response is the following:

**Governing Body Study, Investigation and Determination**

In the branch plan, NJIT indicates that its Board of Trustees, after study and investigation, determined that it is advisable to establish a branch campus in Mostakbal City, Egypt that will have the capacity to serve 3,365 students. In addition, the branch plan mentions a 2019 Feasibility Study conducted by Ernst and Young, and a business plan developed jointly by NJIT, Colliers, Inc. and NJIT’s Egyptian business partner, Tatweer Misr for Touristic Investments and Land Reclamation, or “TM” for short as referred to in the plan, and hereinafter.

**Description of the Proposed Branch Campus, Programs and Curriculum**

The plan indicates that the following Bachelor of Science degree programs will be offered and linked to the current 2020-2021 catalog curriculum descriptions:

1. Information Technology
2. Medical Informatics Technology
3. Manufacturing Engineering Technology
4. Construction Management Technology
5. Civil Engineering
6. Concrete Industry Management
7. Business
8. Architecture

A description of the proposed branch campus includes a discussion of four year, phased-in, physical and open-space building plans that detail capacity and other physical plant specifications; plans that include library, academic and student support spaces, and the specific location within Mostakbal City. Mostakbal City, Bloomfields, is a planned 415-acre green town development, within which, 90 acres is designated as an educational zone. Within this 90-acre educational zone, there will be at least four buildings constructed on a 16 acre allotment for NJIT’s use.

Estimate of the Cost of Establishing and Maintaining the Branch, Including Planned Acquisition or Construction

In the planned acquisition and construction of facilities, NJIT indicates that it will provide no upfront capital, and that all financing activities will be the responsibility of TM as will all financial resources required for all necessary infrastructure of the branch campus. TM will have all rights of ownership of land of the branch campus. Pursuant to their formal agreement, this partner will assume the cost of developing, building, and operating the 16-acre campus which will host NJIT operations; and guarantees that NJIT will be reimbursed for all expenses incurred through the branch campus. The Egyptian partner will bear the full risk of all building expenses and all administrative costs, and will also collect all tuition and pay all of the cost of all student services. It will also directly pay all faculty, except for a maximum of 26 faculty per year who are faculty at NJIT’s Newark campus and temporarily teaching at the branch campus. Under a worst-case scenario, according to the written agreement, if TM refuses to reimburse NJIT for 180 days (At the peak of enrollment) the agreement is null and void. The maximum loss in paid salaries is about $2 million compared to about $1.5 million in revenue above expenses per year.

Moreover, TM will provide Egypt-based administrative support, instructional spaces, equipment, maintenance, security, marketing, student recruiting and record keeping, and financial and legal services; have responsibility for all financing activities to maintain the branch campus; and provide all necessary daily logistic support in the administration of the branch campus. It will also reimburse NJIT 100 percent for all direct expenses included within the budget.
Capital expenses are estimated to be $138,800,000 USD and start-up expenses for year one are estimated to be $2,583,000, as reflected in the tables below:

<table>
<thead>
<tr>
<th>Component</th>
<th>Total Cost (Million EGP)</th>
<th>Total Cost (Million USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>367</td>
<td>23.26</td>
</tr>
<tr>
<td>Infrastructure and Landscape</td>
<td>115</td>
<td>7.32</td>
</tr>
<tr>
<td>Construction</td>
<td>1,299</td>
<td>82.69</td>
</tr>
<tr>
<td><strong>Other Fixed Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture, Fixtures, &amp; Equipment</td>
<td>57</td>
<td>3.63</td>
</tr>
<tr>
<td>Lab Development Costs</td>
<td>344</td>
<td>21.90</td>
</tr>
<tr>
<td><strong>Total Investment Cost</strong></td>
<td><strong>2,182</strong></td>
<td><strong>138.80</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Estimated Cost ($000s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Costs</td>
<td>193.27</td>
</tr>
<tr>
<td>Teaching Staff Costs</td>
<td>400.54</td>
</tr>
<tr>
<td>Non-Teaching Staff Costs</td>
<td>474.82</td>
</tr>
<tr>
<td>Transportation Advance</td>
<td>32.47</td>
</tr>
<tr>
<td>Marketing Campaign</td>
<td>617.28</td>
</tr>
<tr>
<td>Bloomfields Design Fees</td>
<td>432.10</td>
</tr>
<tr>
<td>Master Planning Costs</td>
<td>339.51</td>
</tr>
<tr>
<td>Consulting Expenses</td>
<td>92.59</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>2,582.58</strong></td>
</tr>
</tbody>
</table>

NJIT’s ten year financial projections from 2021 through 2031, indicate that beginning year 3, annual net income would be positive with steady increases to year 10. These projections include five percent of gross net tuition revenue paid to NJIT during years 1 through 5, and six percent of gross net tuition revenue paid to NJIT during years 6 through 10.

Enrollment projections are based on post-secondary enrollment trends in Egypt as reported in a University of Denver 2018 study of Middle East postsecondary enrollment rates, and Egypt’s CAPMAS agency’s reporting that 2.5 million students attended government and private universities in 2019-20, which NJIT indicates is a 39 percent increase since 2013-14.

NJIT references a 2019 feasibility study for a branch campus by Ernst & Young which, according to NJIT, concluded that Egyptian students prefer international higher education and prefer disciplines NJIT is proposing to offer.
Sufficiency of Resources to Implement and Maintain the Branch without Eroding Quality of Rest of the Institution

According to the NJIT branch plan, the overall budget will be developed jointly between NJIT and TM. The partner will prepare the administrative costs and facilities needs for each year, and NJIT will prepare academic and student support services of the budget. Not less than 60 working days before the academic year, NJIT will prepare a draft academic budget consisting of all expenses to be incurred by NJIT for its academic operation of the branch, which TM will completely reimburse.

The branch plan indicates that the general financial structure of the branch campus falls under a separate educational corporation, TM, which will house all financial activity for the branch campus. NJIT will receive a percentage of annual gross tuition revenues. No upfront capital is being provided by NJIT and all financing activities will be the responsibility of TM. Moreover, the agreement between NJIT and its partner guarantees that NJIT will be reimbursed for all expenses incurred through the branch campus. TM will bear the full risk of all building expenses and all administrative costs.

NJIT indicates that under a worst-case scenario, according to the written agreement, if TM refuses to reimburse NJIT for 180 days (At the peak of enrollment) the agreement is null and void. The maximum loss in paid salaries is about $2 million compared to about $1.5 million in revenue above expenses per year. Should NJIT incur this loss, it would represent less than 1 percent of NJIT’s total net position in 2020 as reported in the New Jersey Institute of Technology Uniform Guidance/A133 Audited Statement


Long-Range Plan

NJIT references its new long-range plan entitled Building on a Strong Foundation—NJIT 2025 in asserting that “[t]he branch campus offers NJIT an opportunity to have a global impact through a high-profile project. It brings the name NJIT to a part of the world in which the image of NJIT has slowly grown over the past two decades. With the branch campus in Egypt, NJIT will have new opportunities to rebuild international master’s-degree enrollment at the main campus by recruiting and enrolling students from populations with a growing need for higher education in the Near East and Africa.

The branch campus will also raise the recognition of NJIT internationally by offering new opportunities to collaborate with a range of international institutions. Under Egypt’s new law allowing international branch campuses, many universities are undertaking similar university projects in and around Cairo. These new international campuses will provide NJIT faculty and
administrators with opportunities to work together on educational projects and conduct collaborative engineering technology research across the region.’”

**Organization and Administration**

NJIT’s Egyptian partner, TM, serves as the logistical/administrative function while NJIT indicates it will maintain direct authority over academic program, with faculty increasing from 24 in the first year to 187 in year 10, and a concomitant increase in staffing from 23 to 143, to accommodate programmatic and enrollment growth. According to its branch campus organizational chart, a Vice Provost/President NJIT Branch Campus at Egypt, who may be current faculty or staff, will report directly to the NJIT Provost and Senior Executive Vice President. The Branch Campus Vice Provost/President will have ten direct reports: seven of which are academic department heads, and the remainder are Research Admin, Advising and Tutoring, and a COO. NJIT’s Newark campus academic department chairs will indirectly report to the branch campus academic department heads.

Most branch campus faculty and staff will be newly hired or assigned specifically to the branch campus, with the only exception being some faculty who may teach online synchronous courses. Student to faculty ratios will remain comparable to main campus ratios.

NJIT indicates that the roles and responsibilities of stakeholders “will be guided [entirely] *emphasis added* by NJIT Department Bylaws, and the employee, faculty and student handbooks”, respectively. NJIT indicates that “[t]he only changes to the bylaws and handbooks will be specific adjustments to accommodate local laws and cultural traditions. For example, the campus will be exclusively alcohol free. Appropriate adjustments to the student handbook will also be made to address local sexual mores and expectations. The campus will explicitly protect the rights of women, minorities, the disabled, and those of all sexual identities.” NJIT indicates that its Board of Trustees bylaws may require similar adjustments to accommodate Egyptian laws and cultural traditions.

NJIT references a study from which it has determined the critical mass of students needed for an effective use of branch campus resources at full capacity.

The branch plan indicates:

- Comparable academic and building assessments will be utilized.
- The duties of the Vice Provost/President of the Egyptian Branch Campus, as well as those of the COO;
- Stakeholders at the branch campus “will have a voice in institutional governance”, and this “participation” is defined by existing policies on shared governance and the existing Student Senate constitution. The Faculty Senate and University Senate at the branch campus will be constituted the same way as the main campus in Newark, NJ, USA.
The branch campus Code of Student Conduct will be amended to conform to local laws and customs.

Branch campus library guidelines on a Code of Conduct, Computer Use and Food and Drink will be similar.

A statement of existing academic freedom as delineated in the existing Faculty Handbook.

NJIT indicates that about 15 percent of branch campus faculty will be current NJIT faculty or direct NJIT hires in the United States. In most cases, faculty will be newly hired and assigned specifically to the branch campus, with some exceptions from Newark, who may teach online. Newark faculty will be offered voluntary opportunities.

According to NJIT, “The roles and responsibilities of administrators, faculty, and staff will be described in writing. Administrators, faculty, and students will all be guided entirely by the bylaws of NJIT and respectively by the employee handbook, the faculty handbook, and the student handbook. The only changes to the bylaws and handbooks will be specific adjustments to accommodate local laws and cultural traditions.”

**Finances**

The branch plan includes an income statement and projected gross revenues for a ten-year planning period. Any gifts or grants would not belong to NJIT, according to the branch plan. Projected gross revenues are based on tuition and fees, predicated upon attrition and enrollment percentage projections. NJIT will receive five percent of gross tuition revenue. During years 6 through 10, NJIT will receive six percent. Expenses are projected as follows: “Personnel – including instructional and administrative staff – represent the largest portion of expenses at the branch campus. In the first year of operation, the total personnel costs for instructional and administrative staff will be $2,552,000, which will be about 34 percent of total expenses. By the tenth year of operation of the branch campus, total personnel costs for instructional and administrative staff will be $21,488,000, which will represent about almost 45 percent of total expenses. Pre-operating expenses are estimated to total $2,582,580. Projected expenses include: instructional and administrative personnel, pre-operating expenses, marketing, utilities, insurance, instructional direct costs, transportation costs for a shuttle service, an annual fee to the Ministry of Higher Education, maintenance, public safety and security, and course materials.

In addition, there is an annual fee to maintain licensure as an international branch campus in Egypt of two percent of the total amount of tuition fees. There is also a one-time licensure fee for branch campuses in Egypt…issued against a fee equal to a maximum of 5% of the estimated budget approved for the establishment of such branch.” The branch plan indicates that NJIT’s Egyptian partner, TM, has legally agreed to pay the cost of all governmental licenses and will be responsible for paying this fee.
The branch plan indicates that “regarding estimated cost of establishing and maintaining the branch campus, the general financial structure of the branch campus falls under a separate educational corporation, TM, which will house all financial activity for the branch campus. NJIT will receive a percentage of annual gross tuition revenues. No upfront capital is being provided by NJIT and all financing activities will be the responsibility of TM. Moreover, the agreement between NJIT and TM guarantees that NJIT will be reimbursed for all expenses incurred through the branch campus. TM will bear the full risk of all building expenses and all administrative costs.

According to the branch plan, regular auditing will take place related to the collection of student tuition and salary disbursements to faculty and staff, and an internal auditing system will be established. NJIT will begin providing audited financial information about the branch campus in FY 2024. The Egyptian partner, TM, will provide, at its own cost and expense, liability insurance for NJIT, and the branch plan details the minimum coverages of seven different liability categories. Certificates will be provided to NJIT, and including for any NJIT “acts or omissions at the branch campus, on a primary and non-contributory basis and which provides NJIT with at least 30 days’ notice of cancellation and/or termination.” “TM will also maintain insurance that provides for the payment of all costs related to or associated with arrangements made by NJIT to enable students to complete their programs in the event the Minister of Higher Education issues a Discontinuation Decree, pursuant to Egyptian Law No. 162 of 2018/ Decree No. 4200/2018.” Further, according to the branch plan, “TM will retain at its own expense on behalf of NJIT an Egyptian-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.”

**Faculty**

The branch plan indicates that hiring, expected to begin one year prior to estimated start date, will be conducted comparably to existing NJIT standards. It is estimated that about 15 percent of faculty will be current NJIT faculty or direct NJIT hires in the U.S. Faculty and Course Evaluations will be the same as the main campus. Rank, promotion and qualifications will all mirror the main campus for faculty hired in the U.S. or Egypt, according to the branch plan. However, the branch does indicated that “it is anticipated that, in a less competitive market, faculty research credentials will not be the same as on the main campus. For this reason, NJIT will open the branch campus for voluntary semesters abroad by NJIT main campus faculty. If needed, some courses may be offered in a synchronous online mode delivered by instructors from NJIT’s main campus, although this will not be the preferred mode of instruction.”

The branch plans references the current faculty handbook and its expression towards academic freedom.
**Library**

NJIT’s branch campus plan includes a Library Learning Common for faculty, staff and students, projected to be staffed by appropriately qualified library professionals, and at best-practices staffing levels, and will support the eight academic degree programs proposed to be offered at the branch campus. Adherence to NJIT’s existing “collection development policy”, existing main campus policies and resources/portals, and ACRL standards and formulas will guide library collection size; circulation, shelving and space needs; the continuous acquisition of materials; cataloging and maintain holdings, including in a protective environment; access to electronic resources; and the plan to access and document effective use of library resources at the branch campus.

The branch plan indicates that it is expected that library representation from the Egyptian branch campus will serve on NJIT’s Committee on Undergraduate Education, the same as existing Newark campus library representation. Communication channels will be established with other Egyptian university libraries, and contracting needs would be discussed as needed.

A plan to provide branch campus students with information literacy skills will be developed and modeled after the existing NJIT, main campus guide.

**Students and Student Services**

As described in the branch plan, NJIT will control and has final authority and oversight over admissions, registration, degree plans, conferral of degrees, and maintenance of all official student records. The first students will be enrolled as of September 1, 2022, provided NJIT has obtained all necessary approvals, including from the New Jersey Secretary of Higher Education and the Middle States Commission on Higher Education no later than August 2021. If such approvals are not received until January 2022, the first student would be expected to enroll as of September 2023. Intake dates for students will be September 1, January 1, and May 1 in each Academic Year, or alternative dates as agreed between NJIT and its Egyptian partner.

The branch plan indicates that student services and affairs policies, procedures and resources at the branch campus will be the same as those at the main campus except policies that will be modified to accommodate specific local laws and practices. Staffing and dollar expenditures are anticipated to match main campus ratios. To the extent possible campus organizations in Egypt will be directly connected with their corresponding organizations on the Newark campus. Tutoring, advising, and career counseling are included in the plan. Student complaints and conduct policies will be the same at the branch campus as at the main campus except to accommodate local laws and cultural traditions.

Limited tuition discounting will be offered by NJIT as Egypt does not provide government-based financial aid.
The branch plan indicates that Bursar and Registrar systems will be nearly identical to the main campus, as will data governance practices for assessment and privacy, subject to accommodation to local laws. Transcript and degree certificates will be similar to those issued at the main campus.

**Physical Facilities**
The branch plan indicates that physical facilities planning will be defined by industry standards and comparability standards at the main campus. NJIT details in the branch plan, a description of a fully constructed branch campus, including a description of discipline-specific and academic program laboratory space, and also including:

- General purpose instructional classrooms and a collaborative learning space
- Architecture instructional and collaborative learning spaces
- Computer Science instructional and collaborative learning spaces
- A College of Engineering
- A School of Management
- Faculty offices, office support and meeting rooms
- General Education teaching laboratories
- A Student Center
- Recreational/Athletic facilities
- An assembly auditorium
- Prayer rooms and building support
- Administrative offices
- Library/Learning Resource Center
- Computing Centers
- Support Service Centers/Advising/Tutoring

According to the branch plan, “All necessary utilities, services and items required for NJIT's operation of the branch will be at [its Egyptian partner’s] sole cost and expense, including but not limited to heating, ventilation, and air conditioning (HVAC), furnishings, computers, internet service, potable water, gas, electricity, office equipment, furniture, appliances, cleaning/janitorial services, trash removal, materials, laboratory gases, and supplies. In addition, based on the contractual agreement, TM will keep the branch campus and all parts thereof in a clean and sanitary condition.” In addition, TM will be responsible for maintenance contracts and maintenance scheduling for all capital equipment.

**Official Publications**
NJIT indicates that it will disclose that administration and facilities are managed through TM or the legal entity succeeding it.
The branch plan references its existing, annually updated official catalog, including the existing undergraduate catalog, existing student responsibilities and existing policies and procedures regarding academic matters. Further, NJIT has provided all institutional information required, and the website locations of same.

**The Higher Educational Needs of Egypt**

The NJIT branch plan indicates that the need for the proposed programs in Egypt is based on projected higher education enrollment in Egypt; additional demand for postsecondary education; government reforms to expand higher education; and a study that finds that Engineering, Business and Information Technology are the top three disciplines in the Egyptian market. NJIT plans to offer Bachelor of Science degrees in each of those disciplines as well as five other programs.

**Financial Capacity to Support the Branch Campus**

NJIT estimates startup expenses totaling $2.583 million. Of this total, NJIT indicates it incurs only the expense of about $2 million for a maximum 26 faculty salaries paid to faculty temporarily assigned to teach at the branch campus. NJIT projects $1.5 million tuition revenue above expenses per year, or a projected total of $7.250 million from years 1 through 5, and a projected total of $4.3 million per year from years 6 through 10. First year tuition revenue for NJIT is projected to be $221,000. NJIT’s tuition revenue is calculated based on receiving five percent of gross tuition revenue for years 1 through 5, and six percent of gross tuition revenue for years 6 through 10. Annual tuition for Egyptian-based students will range from $13,000 to $15,000, depending on the degree program. Tuition rates are anticipated to increase by five percent based on Egyptian market trends and annual inflation. According to the agreement between NJIT and TM, included in the branch plan, all payments due to NJIT will be by wire transfer to an NJIT account within 30 days of the end of each academic semester, as well, all reimbursable costs as evidenced by invoice, will be paid via wire transfer 30 days after invoice presented.

NJIT provides projected enrollment growth for years 1 through 10, totaling 3,365 students by year 10. But for the possible expense of the salaries of faculty who are temporarily assigned to teach at the branch campus, NJIT indicates in the branch plan that “NJIT will not commit any financial resources to the project. All expenses will be reimbursed by TM.”

Thank you for the information provided in the branch plan. In addition, and as feasible, I request either a response to, or the opportunity to review the following items:

Pertaining to the relationship between NJIT and its Egyptian business partner, TM:
1. A copy of the Agreement for Establishment and Operation of Branch Campus Between Taweer Misr for Touristic Investments and Land Reclamation (Egypt) and New Jersey Institute of Technology (USA) with the Presidential Decree No. that establishes the New University Institution as the concern to which The Deed of Transfer and Assignment applies, OR;

A copy of the The Deed of Transfer and Assignment that specifically references the Presidential Decree No. that establishes the New University Institution as the concern to which the Deed of Transfer and Assignment applies, AND;

A copy of The Deed of Transfer and Assignment duly dated and executed by NJIT, New University Institution, and Taweer Misr.

2. If a specific institution has not been established and the name “New University Institution” is a generic name in anticipation of the establishment of a specific entity to which the Deed of Transfer and Assignment will apply, please update my office as to the name of the new entity.

3. If the Presidential Decree creating the New University Institution has not yet been issued, please update my office as to the status of the issuance of the Presidential Decree.

Thank you for your attention to the above requests. I congratulate your entire community in planning this expansion. I wish you much success as you begin construction of your facilities and in the delivery of your academic programs. You may forward any reply and contact Eric Taylor, Esq., Director, Office of Licensure, at eric.taylor@oshe.nj.gov if you have any questions regarding this matter.

Sincerely,

Brian K. Bridges, Ph.D.
Secretary of Higher Education
State of New Jersey

C: Eric Taylor, Esq.
V. Reports
   C. Report from Faculty Senate
V. Reports
   D. Report of FY2022 Fundraising Progress to Date
NJIT Board of Trustees
Development & Alumni Relations
FY2022 Fundraising Progress to Date

February 10, 2022
Agile Strategy Lab - Central King Building
FY2022 Fundraising Report as of December 1, 2021

Executive Summary

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

- **Overall Philanthropic Commitments:** Through the first five months of FY22, the university secured $4.7 million in outright cash gifts, new pledges, gifts-in-kind, and planned gifts, including documented bequest intentions. This puts us roughly $1.3 million ahead of where we were last year at this time. Our FY22 goal in this category is $20 million. (There are currently more than $60 million in current and anticipated major gift “asks” or solicitations, including several $1+ million proposals, pending for FY22.)

- **Cash and Deferred:** Outright cash gifts, pledge payments, gifts-in-kind, and irrevocable planned gifts (e.g., charitable gift annuities, charitable remainder trusts, etc.) received between July 1 and November 30, 2021 total $3 million. This is about $935k less than was received during the first five months of FY21, and represents 22% of our $13.75 million goal in this category. We anticipate that this number will increase significantly in December, as donors make their scheduled pledge payments prior to the end of the 2021 calendar year.

Cash gifts and pledge payments to NJIT's endowment – the overall value of which exceeded $167.4 million as of November 30, 2021 – thus far total slightly more than $1.1 million.

- **Annual Fund:** Cash gifts to the annual fund and other directly budget-relieving funds total $283,417 as of November 30, 2021. This amount represents 27% of our $1.05 million goal for FY22, and puts us a little more than $100k behind last year at this time. We anticipate that the annual fund will see a significant bump once December 2021 gifts received in response to the fall appeal to all NJIT alumni are booked.

- **Alumni Participation Rates:** As of November 30, 2021, both the overall and undergraduate-only alumni giving rates are trending ahead of where they were at this time in FY21. The overall rate stands at 2.25% (compared to 1.95% last year), while the undergrad-only rate is 2.64% (compared to 2.41% last year). Our FY22 goal for the overall alumni participation rate is 8.4%, while that for the all-important undergrad-only rate is 11%. (The latter number is the one that is used by *U.S. News & World Report* in its annual rankings of colleges and universities.)
FY2022 Goals

- Overall philanthropic commitments (i.e., outright cash gifts, whole pledges, gifts-in-kind, planned gifts, including documented bequest intentions): $20 million

- Cash and irrevocable deferred gifts (i.e., outright cash gifts, pledge payments, gifts-in-kind, and irrevocable planned gifts): $13.75 million

- Unrestricted gift income (annual fund), plus directly budget-relieving gifts: $1.05 million

- Overall alumni participation rate: 8.4%

- Undergraduate alumni participation rate: 11.0%

- Percentage of alumni with an engagement score of 4 or higher: 17%
## FY2022 Fundraising Report

**July 1, 2021 - November 30, 2021*\(^*\)**

<table>
<thead>
<tr>
<th></th>
<th>FY22 as of 11/30/2021</th>
<th>FY22 GOAL</th>
<th>% to GOAL</th>
<th>FY21 as of 11/30/2020</th>
<th>FY21 FINAL</th>
<th>FY22 v FY21 Increase / (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Overall Philanthropic Commitments</td>
<td>$4,692,005</td>
<td>$20,000,000</td>
<td>23%</td>
<td>$3,397,324</td>
<td>$19,211,326</td>
<td>$1,294,681</td>
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<tr>
<td>2. Cash and Deferred</td>
<td>$3,015,328</td>
<td>$13,750,000</td>
<td>22%</td>
<td>$3,949,910</td>
<td>$12,740,756</td>
<td>($934,582)</td>
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<tr>
<td>3. Annual Fund and Current Operations</td>
<td>$283,417</td>
<td>$1,050,000</td>
<td>27%</td>
<td>$396,970</td>
<td>$916,200</td>
<td>($113,554)</td>
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<tr>
<td>4a. Alumni Participation</td>
<td>2.25%</td>
<td>8.40%</td>
<td>27%</td>
<td>1.95%</td>
<td>8.12%</td>
<td>0.30%</td>
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<tr>
<td># of Alumni Donors</td>
<td>1,311</td>
<td>4,897</td>
<td>27%</td>
<td>1,125</td>
<td>4,682</td>
<td>186</td>
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<tr>
<td>4b. Undergraduate Alumni Participation</td>
<td>2.64%</td>
<td>11.00%</td>
<td>24%</td>
<td>2.41%</td>
<td>10.76%</td>
<td>0.23%</td>
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<tr>
<td># of Undergraduate Alumni Donors</td>
<td>1,054</td>
<td>4,391</td>
<td>24%</td>
<td>901</td>
<td>4,025</td>
<td>153</td>
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*Report as of 12/31/21 to be shared at meeting.*
## Giving by Purpose

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Overall Philanthropic Commitments</th>
<th>Cash and Deferred</th>
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</thead>
<tbody>
<tr>
<td>Unrestricted</td>
<td>$266,191</td>
<td>$214,802</td>
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<tr>
<td>Current Restricted</td>
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<td>$1,394,454</td>
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<td>Endowment</td>
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<tr>
<td>Capital</td>
<td>$500</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$4,692,005</strong></td>
<td><strong>$3,015,328</strong></td>
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</tbody>
</table>
## Giving by College Area

<table>
<thead>
<tr>
<th>College Area</th>
<th>Overall Philanthropic Commitments</th>
<th>Cash and Deferred</th>
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<td><strong>$4,692,005</strong></td>
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## Giving by Donor Type

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<td><strong>$3,015,328</strong></td>
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Recent and Upcoming Events
njit.edu/development/events

- **January 25:** Greek Alumni Centennial Celebration (Eberhardt Hall)
- **January 27:** Washington, D.C. Metro Alumni: Reception in honor of President Bloom (Tysons Corner, VA)
- **February 11:** YPO Event (NJIT)
- **February 12:** Virtual Chocolate + Wine Tasting
- **February 15:** Stryker Tour and Reception (Weston, FL)
- **March 8:** North Jersey Alumni: NJ Devils vs. Colorado Avalanche (Prudential Center)
- **March 10:** Dedication of Profeta Real Estate Technology, Design, and Innovation Center and Profeta Center for Innovation and Entrepreneurship (211 Warren Street)
- **March 10:** Launch of Institute for Future Technologies (NJIT-BGU) (Jersey City, NJ)
- **March 10:** Greek Alumni Reunion at McGovem’s (Newark, NJ)
- **March 11:** NJIT Presidential Reception and Networking Event (The Highlawn, West Orange, NJ)
- **March 25:** Dedication of McGowan Simulation and Computation Laboratory (Tiernan Hall)
- **March 25:** Celebration (Wellness and Events Center)
- **March 30-31:** EOP Alumni Conference and Reunion (NJIT)
- **April 7:** HCAD Design Showcase
- **April 8:** Scholarship Brunch (Wellness and Events Center)
- **May 17:** Commencement (Prudential Center)
- **May 17:** Colton Society Induction (NJIT)
- **May 20-22:** Alumni Weekend (NJIT)
V. Reports
   E. Report of the Chief Financial Officer
EXECUTIVE SUMMARY

The Executive Summary provides the status of three important financial measures, the FY22 annual budget, cash balances, and investments and managed endowment.

1. FY22 Annual Board-approved Operating Budget, totaling $586.5M, is expected to be achieved.
   a. Tuition and fees total $206.7M, approximately 3% higher than anticipated, and are projected to exceed the approved budget
   b. NJIII operating revenues are below December FY20 levels. NJIII has forecasted that revenues and expenses will be $10M and $9M less respectively resulting in a net income of $0.2M versus the $1.0M surplus anticipated in the approved budget.
   c. Federal Higher Education Emergency Relief Funding (HEERF), institutional funding only, comprise the balances of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA - HEERF II) and the American Rescue Plan Act (ARPA - HEERF III) at $4.9M and $12.2M respectively. These are one-time supplemental funds that will be fully utilized in FY22 and will not be available as a funding source in FY23.
   d. All other expenses are currently trending below the anticipated levels, so expenses are projected to be on, or near the approved budget.

2. Cash Balances - The University’s overall cash balance totals $162.2M at December 31, 2021 compared to $114.6M at December 31, 2020, an increase of $47.6M (+41.5%). Major reasons for the year-over-year change include:
   a. Improved collection of grants receivable
   b. Increase in State appropriations and timing of FICA reimbursements
   c. Timing of financial aid grant receipts, principally related to Tuition Aid Grant (TAG)
   d. Decrease in unrestricted investment income
   e. Decrease due to one-time payouts for bargaining unit salary programs and furlough related givebacks
   f. Increase in fiscal year-end 2021 cash due to an austere budget and unrestricted expense savings, including use of restricted CARES Act funds

3. Investments and Managed Endowment
   a. Managed Endowment – The market value has increased to $170.0M compared to $150.5M at December 31, 2020, an increase of $19.5M (13.0%). The endowment reflected a net investment gain of $4.1M during the month of December.
   b. Operating Funds – As of December 31, 2021, the operating fund reflected a net investment gain of $2.6M.
V. Reports
   F. Report of Clery Crime Data
## Clery/UCR Part I Offenses January 1st Through December 31st Comparisons

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## Clery/UCR Part II Offenses January 1st Through December 31st Comparisons

| Drug Related Crimes      | 8          | 8          | 0%             | 23       | 8         | -65%           | 8          | 10       | 25%            | 10         | 14       | 40%            | 10         | 0        | -100%          | 14         | 0        | -100%          |
| Criminal Mischief        | N/A        | N/A        | N/A            | 21       | 12       | -43%           | N/A        | N/A      | N/A            | 16         | 5        | -69%           | N/A        | N/A      | N/A            | 5          | 11       | 120%           |
| Drinking Law Offenses    | 70         | 18         | -74%           | 78       | 14       | -82%           | 18         | 3        | -83%           | 18         | 3        | -83%           | 3          | 1        | -67%           | 3          | 1        | -67%           |
| Driving Under Influence  | N/A        | N/A        | N/A            | 10       | 6        | -40%           | N/A        | N/A      | N/A            | 8          | 5        | -38%           | N/A        | N/A      | N/A            | 5          | 5        | 0%             |
| Harassment               | 4          | 8          | 100%           | 4        | 8         | 100%           | 8          | 2        | -75%           | 8          | 3        | -63%           | 2          | 1        | -50%           | 3          | 2        | -33%           |
| Weapons Possession       | 0          | 0          | ∞              | 0        | 0        | 0%             | 0          | 0        | 0%             | 1          | 0        | -100%          | 0          | 0        | 0%             | 1          | 0        | -100%          |
| Trespassing              | N/A        | N/A        | N/A            | 7        | 2        | -71%           | N/A        | N/A      | N/A            | 3          | 6        | 100%           | N/A        | N/A      | N/A            | 6          | 4        | -33%           |
| Domestic Violence Acts   | 3          | 0          | -100%          | 3        | 0        | -100%          | 0          | 2        | ∞              | 0          | 3        | ∞              | 2          | 1        | -50%           | 3          | 3        | 0%             |
| Bias                     | 1          | 1          | 0%             | 1        | 1        | 0%             | 1          | 0        | -100%          | 1          | 0        | -100%          | 0          | 2        | -100%          | 0          | 2        | ∞              |
| Total                    | 86         | 35         | -59%           | 147      | 51       | -65%           | 35         | 17       | -51%           | 64         | 40       | -38%           | 17         | 5        | -71%           | 40         | 28       | -30%           |

These stats are all subject to change after full and final review of reports for UCR / Clery.
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<td>Domestic Violence -UCR</td>
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<tr>
<td>Domestic Violence -Clery</td>
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<td>9</td>
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<td>4</td>
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<tr>
<td><strong>Total Clery</strong></td>
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<td>4</td>
<td>5</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>4</td>
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</table>
V. Reports
   G. Report of Upcoming Calendar of Events
NEW JERSEY INSTITUTE OF TECHNOLOGY

Tentative Calendar of Events

March 10, 2022: Dedication of Profeta Real Estate Technology, Design, and Innovation Center and Profeta Center for Innovation and Entrepreneurship (211 Warren Street)

March 10, 2022: Launch of Institute for Future Technologies (Jersey City, NJ)

March 11, 2022: NJIT Presidential Reception and Networking Event (The Highlawn, West Orange, NJ)

March 22, 2022: NJIT Police Department Awards, Retirement and Swearing-in Ceremony (Atrium)

March 25, 2022: Dedication of McGowan Simulation and Computation Laboratory (Tiernan Hall)

March 25, 2022: Celebration (Wellness and Events Center)

March 30-31, 2022: EOP Alumni Conference and Reunion (NJIT)

April 7, 2022: NJIT Board of Trustees Meeting (NJIT)

April 8, 2022: Scholarship Brunch (Wellness and Events Center)

May 4, 2022: NCE Salute to Engineering (Liberty House, Jersey City, NJ)

May 17, 2022: Commencement (Prudential Center)

May 17, 2022: Colton Society Induction (NJIT)

May 20-22, 2022: Alumni Weekend (NJIT)

June 15, 2022: NJIT Board of Trustees Meeting (NJIT)
# NJIT Board of Trustees
## 2021-2022 Schedule of Meetings

### 2021 Board Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting Details</th>
</tr>
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<tbody>
<tr>
<td>February 11, 2021</td>
<td>Change from April 8, 2021</td>
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<tr>
<td>April 1, 2021*</td>
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</tr>
</tbody>
</table>
| June 10, 2021 Mtg./Retreat* | 8 - 9 AM Breakfast  
|                   | 9 - 11 AM Closed Session  
|                   | 11 AM - 12 PM Public Session  
|                   | 1 - 4 PM Retreat           |
| July 22, 2021     |                                                     |
| September 23, 2021|                                                     |
| November 11, 2021 |                                                     |
| November 10, 2022 |                                                     |
|                        | **changed from April 8, 2021**                      |
|                       | **changed from June 9, 2022**                       |

### 2022 Board Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting Details</th>
</tr>
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<tbody>
<tr>
<td>February 10, 2022</td>
<td></td>
</tr>
<tr>
<td>April 7, 2022</td>
<td></td>
</tr>
</tbody>
</table>
| June 15, 2022 Mtg./Retreat** | 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 |                                                     |
|                        | **changed from June 9, 2022**                       |

### Meeting Times

- 12:00 PM– 2:00 PM Committee Meetings
- 2:00 PM– 4:00 PM Closed Session
- 4:00 PM– 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
BOARD OF TRUSTEES

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, APRIL 7, 2022, 2:00 PM, CAMPUS CENTER ATRIUM, NJIT*.

*subject to board ratification