CALL TO ORDER

INVOCAATION

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ADJOURNMENT
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 19, 2018, to each and every member of said Board, said date being at least five days prior to this March 21, 2019 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree (by phone), Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Shane Hooper, President. Trustee Ann Lamar introduced Mrs. LaToya Thompson, Attorney, Conference Lay Leader of the Mississippi Annual Conference of the United Methodist Church and wife of Marcus Thompson, Deputy Commissioner. Mrs. Thompson gave the invocation.

INTRODUCTION OF GUESTS

- President Hooper welcomed the Student Government Association Officers: Charlie King, SGA President at Delta State University; La’Curtis Powell, SGA President at Jackson State University; Mayah Emerson, SGA President at Mississippi State University; Maddy Norgard, SGA President at Mississippi University for Women; Brandon McCall, SGA President at Mississippi Valley State University; Elam Miller, SGA President of the University of Mississippi; Edgar Meyer, SGA President of the University of Mississippi Medical Center; and McKenna Stone, SGA President at the University of Southern Mississippi.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Cunningham, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on February 21, 2019.

CONSENT AGENDAS

On motion by Trustee Cunningham, seconded by Trustee Duff, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

FINANCE

1. **SYSTEM** – Approved the request to engage the following CPA firms to conduct annual audits for fiscal/calendar year 2019 as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities, Subsection D General Requirements of Affiliation Agreements, section 9.
2. **MSU** – Approved the request to enter into a new contract with Ellucian to build a budget module to work with the existing Banner financial system. The current budget module used by the university is written in an outdated language, CQCS, that is no longer supported. Ellucian Services will develop a custom Banner add on budget module to MSU’s specifications. This will be a one-time contract that will end upon acceptance and payment of deliverables. There will be no renewal. The contract amount is approved for up to $500,000 which is the amount approved by the Mississippi Department of Information Technology Services on CP-1 20180493. Funds are available from MSU Division of Finance designated funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. **MSU** – Approved the request, on behalf of the Social Science Research Center (SSRC), to enter into a five (5) year lease agreement with the Research and Technology Corporation (RTC) for office space located at 1 Research Blvd., first and second floor, suites 100, 102, 103, 104-B, 106, 201-A, B and C, 202-A and B, 204, 206, 207, and room 203-C, totaling approximately 23,596 square feet in the Thad Cochran Research, Technology and Economic Development Park, in Starkville, MS. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow
prepayment of the monthly rent. The term of the contract is April 1, 2019 through March 31, 2024. The total contract cost is $1,373,287.20. The annual cost will be $274,657.44. Payment will be issued on a monthly basis of $22,888.12 upon receipt of an invoice. The source of funding for the contract is externally funded grants and contracts. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **UM** – Approved the request to escalate the Auxiliary Enterprises Budget for FY 2019 to realign spending authority between major objects within Athletics and the Golf Course, and to provide spending authority for additional revenues in Athletics.

<table>
<thead>
<tr>
<th>University of Mississippi</th>
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<tr>
<td><strong>FY 2019 Auxiliary Enterprises Budget by Major Object</strong></td>
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<tr>
<td><strong>Category</strong></td>
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<tr>
<td>Salaries, Wages, and Fringe Benefits</td>
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<td>Travel and Subsistence</td>
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<td>Contractual Services</td>
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<td>Commodities</td>
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<td>Capital Outlay: Non-Equipment</td>
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<td>Capital Outlay: Equipment</td>
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<tr>
<td>Mandatory Transfers</td>
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<td>Non-Mandatory Transfers</td>
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<tr>
<td>Increase in Fund Balance</td>
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<td><strong>Total</strong></td>
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5. **UM** – Approved the request to enter into a contract with Carnegie Dartlet, LLC to provide market research services which include but are not limited to a quantitative perception study, a competitive audit, interactive workshops involving members of the university community, master positioning and story development, best practice recommendations, detailed audience persona profiles, and training sessions. The contract term will be March 22, 2019 – March 21, 2020. The contract amount includes a fee for the services of $290,000 plus approved expenses that will not exceed $29,000. The total contract amount will not exceed $319,000. The source of funding for the contract will be Educational and general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
6. **UMMC** – Approved the request to enter into a Laboratory Services Agreement with Ascend Clinical, LLC for the laboratory testing for End Stage Renal Disease (ESRD) patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC’s dialysis clinics with professional laboratory results. The ESRD and environmental laboratory testing cannot be performed by UMMC’s Clinical Laboratory. The term of the agreement is three (3) years, April 1, 2019, through March 31, 2022. The cost of the three (3) year agreement is approximately $1,078,759.02. Actual costs vary based upon patient volume, patient payor mix, and the types of testing required for patients. Beginning in Year 2, UMMC has included a 20% annual patient volume growth. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

7. **UMMC** – Approved the request to enter into a purchase agreement with Carl Zeiss Microscopy, LLC to purchase a LSM 880 NLO multiphoton 34-Channel GaAsP Spectral Array Detector and FAST Airyscan Super-resolution laser scanning confocal microscope system for use in a research study for the U.S. Department of the Navy and Department of Defense. The system is a multifunctional laser scanning confocal microscope that also provides super-resolution fluorescence microscopy and multi-photon capabilities where the super-resolution function can be used in combination with the multiphoton laser. This purchase will allow UMMC to explore sound and neurotrauma-related pathologies, as well as potential therapeutic interventions by use of clinically-relevant animal models to examine issues of relevance to the Navy and Department of Defense. The term of the agreement is for one (1) year from the date of shipment. The total estimated cost of the agreement is $769,396.23. The current agreement will be funded by grant funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. **UMMC** – Approved the request to amend its Master Lease Agreement and enter into a new Fixed Periodic Payment Schedule (Lease) and Equipment Service Agreement (ESA) with Olympus America, Inc. (Olympus). The Lease is for the lease of endoscopes and bronchoscopes used to perform digestive disorder and broncho-pulmonary endoscopy procedures. Under the ESA, Olympus will provide service on the leased equipment. The amendment to the Lease and ESA will adjust the equipment to be leased and serviced without prior Board approval, so long as the total agreement cost does not exceed the approved total cost. The terms of the Lease and ESA are both thirty-six (36) months beginning April 1, 2019 and ending March 31, 2022. The total cost of this agreement over the thirty-six (36) month term is $1,734,410.24. The annual Lease cost is $401,409.12, and the annual ESA cost is $165,060.96. UMMC has also included potential costs of loaned equipment retained beyond the allowable time. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

9. **UMMC** – Approved the request to enter into a Fifth Amendment to the Master Services Agreement with Press Ganey Associates, Inc. (Press Ganey) to add text services to the current survey delivery for patient satisfaction at all UMMC facilities. The Agreement
allows UMMC to facilitate the measurement of the hospital and ambulatory clinics’ patient satisfaction as required by The Joint Commission and the Centers for Medicare and Medicaid Services (CMS). The Fifth Amendment will begin April 1, 2019 and end coterminous with the original agreement. The original agreement is for a period of five (5) years, beginning October 1, 2015, and continuing until September 30, 2020. There is no additional cost for the Fifth Amendment. The total estimated cost of the amended agreement over five (5) years remains $2,680,403.81. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

10. UMMC – Approved the request to enter into a Lease with Southeast Medical Properties I, LLC (Southeast) for 11,814 square feet of clinic space located at 2925 Layfair Drive, Flowood, Mississippi. At this location, UMMC Women's Care provides comprehensive and compassionate medical care for women during every stage of life. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of the monthly rent. The term of the agreement is five (5) years, from September 16, 2019, through September 15, 2024. The total potential cost of the lease is $1,765,596.42 over the five (5) year term. UMMC’s initial base rent is approximately $27.04 per square foot, which increases approximately two percent (2%) each year thereafter. UMMC has included additional potential costs for increases in operating costs up to five percent (5%) each year. This total contract total does not include waste management and utility services. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

11. UMMC – Approved the request to enter into a purchase agreement with Terumo BCT, Inc. for the purchase of disposables used with Terumo’s Spectra and Spectra Optia Apheresis Systems. Under the agreement, UMMC will purchase disposables for UMMC’s existing four (4) Spectra Optia systems. The Spectra Optia is a therapeutic apheresis, cell processing, and cell collection platform used to treat both adult and pediatric patients. The system adds, removes, or replaces blood components for patients undergoing treatments such as bone marrow transplant, sickle cell, leukemia, platelet disorders, or some neurological diseases. The term of the agreement is for two (2) years, April 1, 2019 through March 31, 2021. The total estimated cost of the agreement for two (2) years is $778,893.00 including freight. Freight for the disposables used with Terumo’s Spectra Optia apheresis systems averages $6.50 per box. The current agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE

12. MUW – Approved the initiation of GS 104-192, Demolition of Taylor and Keirn Halls, and the appointment of JBHM Architecture as the design professional. The project will consist of design calculations, field investigations, plans, specifications, administer bidding process, recommendations for award of construction contract, and project inspections for the demolition of Taylor and Keirn Halls. The proposed project budget is $2.9 million.
Funds are available from HB 1649, Laws of 2018 ($2,590,000); SB 2906, Laws of 2015 ($297,064.18); and HB 1729, Laws of 2016 ($12,935.82).

13. **UM** – Approved the initiation of **IHL 207-450, Pharmacy Research Building**. The project professional will be determined through the Request for Qualifications method. The project will construct a new 3 story Pharmacy Research Building on the Oxford campus. This building will be comprised of wet labs for biomedical research, and administrative space. Once a design professional is selected, the professional will assist the University in determining the project scope, site, and budget. Initially, funds will be used for design only. The University will submit subsequent Board agenda items to appoint the design professional and increase the budget as required to reflect the established scope of work. The proposed project budget for design fees only is $1 million. Funds are available from Internal R&R Funds ($1,000,000).

14. **MSU** – Approved the request to delete from inventory and demolish Building #1582 located in Stoneville, Mississippi. This building is in poor condition and no longer serves the mission of the Experiment Station. This building is located at the Delta Research and Extension Center in Stoneville, MS. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

15. **MSU** – Approved the request to delete from inventory and demolish Building #2220 (East Road 53) and Building #2157 (East Road 40) located on the MSU campus in Starkville, MS. The buildings are currently in the right-of-way for the proposed new Bulldog Way Road. The buildings will have to be removed to accommodate the road project. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

**LEGAL**

16. **UM** – Approved the request to enter into a contract with Hogan Lovells, as outside counsel, to provide legal advice and counsel regarding various international laws, regulatory and compliance requirements in Nigeria, Germany, India, Brazil and Ethiopia related to the UM School of Journalism offering integrated marketing communication studies in those countries and the UM Law School offering an online masters programs in air and space in those countries. (Each of the five countries have different court systems, administrative processes, and laws related to higher education, student privacy rights, the potential tax consequences for universities seeking to enroll students abroad, the requirements for distance education, and professional licensure and degree recognition.) The term of the legal services contract is April 1, 2019 to April 1, 2020. The hourly rate will be $795 per hour for Hogan Lovells partner William Ferreira and $470 per hour for Hogan Lovells associate Adeline Rosales, with a maximum amount payable under the contract of $35,000. This firm carries professional liability insurance coverage in the amount of $27,531,385 per claim with an annual aggregate of $82,593,131. This request has been approval by the Office of the Attorney General.

17. **UMMC** – Approved the request to amend a contract with Butler Snow LLP to add non-attorney, healthcare regulatory and compliance professionals to the agreement and to increase the do not exceed amount payable under the contract. The hourly rates for these
professionals are $295 per hour for the Senior Executive Healthcare Policy and Compliance Advisor and $195 per hour for the Senior Compliance and Coding Advisors. The maximum amount payable under the contract is increased from $700,000 to $950,000. All other terms of the existing agreement, which began on July 1, 2018 for a term of one year, remain unchanged. This firm carries professional liability insurance coverage in the amount of $50,000,000 per claim with an aggregate of $100,000,000. This amendment has been approved by the Office of the Attorney General. 

18. **USM** – Approved the request to amend the original Affiliation Agreement with the University of Southern Mississippi Athletic Association to allow the Athletic Foundation to hold the multi-media/advertising/sponsorship rights contracts for the benefit of USM athletics programs. Additionally, the Affiliation Agreement is being amended to grant the Athletic Foundation the athletic team apparel and footwear use and sponsorship rights for the benefit of USM athletics programs. The Athletic Foundation would receive any revenues derived therefrom and would distribute those to the USM athletics programs as needed. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. A copy of the agreement is included in the bound March 21, 2019 Board Working File.

**PERSONNEL REPORT**

19. **EMPLOYMENT**

**Jackson State University**
Daarel Burnette; Vice President and Chief Financial Officer for the Division of Business and Finance; salary of $185,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2019

**University of Mississippi**
- Barry Babin; *hired with tenure*; Chair of the Department of Marketing and Morris Lewis Professor of Marketing; salary of $220,000 per annum, pro rata; E&G Funds; 9-month contract; effective July 1, 2019
- Annette Kluck; *hired with tenure*; Dean of the Graduate School and Professor of Leadership and Counselor Education; salary of $215,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2019

20. **CHANGE OF STATUS**

**Jackson State University**
- Preselfannie McDaniels; *from* Interim Dean of Graduate Studies & Professor, Division of Graduate Studies; salary of $122,000 per annum, pro rata; E&G funds; 12-month contract; *to* Dean of Graduate Studies & Professor, Division of Graduate Studies; salary of $139,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 1, 2019
• Joseph Whittaker; from Associate Provost for Academic Affairs and Research and Federal Relations; salary of $180,000 per annum, pro rata; E&G funds; 12-month contract; to Associate Provost and Vice President for Research & Economic Development for Academic Affairs and Research Relations; salary of $180,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 1, 2019

University of Southern Mississippi
Trenton Gould; from Interim Dean, College of Education and Human Sciences; salary of $180,000 per annum, pro rata; E&G funds; 12-month contract; to Dean, College of Education and Human Sciences; salary of $202,000 per annum, pro rata; E&G funds; 12-month contract; effective April 1, 2019

21. SABBATICAL

Mississippi State University
• Peter Allen; Associate Professor of Wildlife, Fisheries and Aquaculture; from salary of $87,392.00 per annum, pro rata; E&G Funds; 12-month contract; to salary of $32,772.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.
• Gary L. Bradshaw; Professor of Psychology; from salary of $120,541.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $60,270.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.
• Mark Edward Clark; Associate Professor of Classical and Modern Languages and Literatures; from salary of $69,000.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $34,500.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.
• Linda T. Coats; Professor of Educational Leadership; from salary of $89,936.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $44,968.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.
• Padmanava Dash; Assistant Professor of Geosciences; from salary of $64,296.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $32,148.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2019 to December 31, 2019; professional development.
• Gary N. Ervin; Professor of Biological Sciences; from salary of $105,596.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $52,798.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.
• Andrew Fabel; Associate Professor of Mathematics and Statistics; from salary of $68,361.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $34,180.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.
• John E. Forde; Professor of Communication; from salary of $94,977.00 per annum, pro rata; E&G Funds; 12-month contract; to salary of $47,489.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

• Rinat Gabitov; Assistant Professor of Geosciences; from salary of $62,908.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $31,454.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2019 to December 31, 2019; professional development.

• Chuo Li; Associate Professor of Landscape Architecture; from salary of $69,767.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $34,883.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

• Soon Ee Ngoh; Professor of Art; from salary of $73,122.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $36,561.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

• Gary Packwood; Associate Professor of Music; from salary of $75,315.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,658.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

• Sol Pelaez; Associate Professor of Classical and Modern Languages and Literatures; from salary of $63,711.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $31,855.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

• Zhaohua Peng; Professor of Biochemistry, Molecular Biology, Plant Pathology, and Entomology; from salary of $114,625.00 per annum, pro rata; E&G Funds; 12-month contract; to salary of $42,984.38 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

• Jeralyn Suzanne Powney; Associate Professor of Art; from salary of $59,447.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $29,723.50 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

• Raj K. Prabhu; Assistant Professor of Agricultural and Biological Engineering; from salary of $99,775.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $49,888.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

• Kambham Raja Reddy; Research Professor of Plant and Soil Sciences; from salary of $128,100.00 per annum, pro rata; E&G and Designated Funds; 12-month contract; to salary of $48,037.50 for sabbatical period; E&G and Designated Funds; effective August 16, 2019 to December 31, 2019; professional development.

• Andrea Spain; Associate Professor of English; from salary of $60,515.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $30,258.00 for sabbatical period; E&G Funds; effective August 16, 2019 to May 15, 2020; professional development.
• Lawrence Neil Strout; Associate Professor of Communication; from salary of $74,016.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,008.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.
• Angelle Tanner; Associate Professor of Physics and Astronomy; from salary of $73,023.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $36,512.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.
• Shu-hui Wu; Professor of History; from salary of $78,506.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $39,253.00 for sabbatical period; E&G Funds; effective August 16, 2019 to May 15, 2020; professional development.
• John Edward Wyatt; Associate Professor of Instructional Systems and Workforce Development; from salary of $71,597.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $35,798.49 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.
• Shantia Yarahmadian; Associate Professor of Mathematics and Statistics; from salary of $74,104.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,052.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.
• Molly Zuckerman; Associate Professor of Anthropology and Middle Eastern Cultures; from salary of $71,819.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $35,909.50 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Mississippi University for Women
Bridget Smith Pieschel; Professor of English; from salary of $84,501 per annum, pro rata; E&G Funds; 10-month contract; to salary of $42,250 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development

ADMINISTRATION/POLICY
22. DSU – Approved the request to bestow one honorary degree at its May 2019 commencement ceremony. Supporting documents are on file at the Board Office.
23. MSU – Approved the request to bestow two honorary degrees at its May 2019 commencement ceremony. Supporting documents are on file at the Board Office.

ACADEMIC AFFAIRS
Presented by Trustee Alfred McNair, Chair

On motion by Trustee McNair, seconded by Trustee Duff, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda.
1. SYSTEM – Approved for final reading the proposed amendment to Board Policy 602 Freshman Admission Requirement for University System Institutions, subsection B Full Admission, as follows:

602 Freshman Admission Requirements for University System Institutions

B. Full Admission

Full admission will be granted to the following:

(1) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 3.20 high school grade point average (GPA) on the CPC; or

(2) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 2.50 high school GPA on the CPC or a class rank in the top 50%, and (b) a score of 16 or higher on the ACT (Composite); or

(3) All students completing the College Preparatory Curriculum (CPC) with (a) a minimum of a 2.00 high school GPA on the CPC and (b) a score of 18 or higher on the ACT (Composite); or

(4) All students satisfying the NCAA Division I standards for student athletes who are “full-qualifiers” or “academic redshirts” are accepted as equivalent to the admission standards established by the Board.

In lieu of ACT scores, students may submit equivalent SAT scores. Students scoring below 16 on the ACT (Composite) or the equivalent SAT are encouraged to participate in the Year-Long Academic Support Program during their freshman year.

2. UM – Approved the interpretation of Board Policy 602 Freshman Admission Requirements for University System Institutions, Subsection F Nonresident Admission to admit: 1) international students with a 3.0 – 3.19 HS GPA and no ACT/SAT score (based on equivalent preparation); and 2) international students with a 2.5 – 2.99 HS GPA and no ACT/SAT score as degree-seeking students after successfully completing a 2 – 3 semester accelerator program (as non-degree seeking students). The ACT and SAT are not widely available in places outside of the U.S. As a result, international students do not have ready access to take the ACT or SAT and rarely submit an ACT or SAT score. The UM international accelerator language/pathway programs are developed to help international students who have a 2.5 – 2.99 HS GPA and no ACT/SAT score to attain English proficiency standards, acculturate to the U.S. university setting, and acquire the tools (academic, social, and linguistic) to be successful in the university environment. Students will be non-degree seeking while in the accelerator programs. Board Policy 602 Freshman Admission Requirements for University System Institutions explicitly allows institutions to admit students with a 3.2 HS GPA and no ACT/SAT score. Subsection F of the policy enables institutions to admit non-residents “based on equivalent preparation as determined by the admitting institution.” Subsection D of the policy allows students to complete a year-long academic support program. Board Policy 603 Applicants Twenty-One Years of Age or Over allows students over the age of 21 to enter the university as non-degree seeking until they successfully complete 12 credit hours, upon which they become degree seeking (i.e., are admitted to the university). Board policy does not specifically define what is meant by “based on equivalent preparation as determined by the admitting institution” in Policy 602 Subsection F.
FINANCE AGENDA
Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Dye, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee Dye, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to move item #2 to Executive Session for consideration.

1. UMMC – Approved new Board Policy 715 Healthcare Collaborations and waived the requirement for a second reading as mandated by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies. This policy has been reviewed and approved by outside counsel. (See Exhibit 1.)

2. UMMC – Pursuant to Miss. Code Ann. § 37-115-50.1, the University requests to capitalize the holding company contingently approved by the Board at its February 2019 meeting, for the purposes of indirectly entering into joint-ventures to further the mission of the institution and to form a subsidiary of that company to carry out a joint-venture transaction. In addition, the purpose of such company may be to establish a company for the purposes of participating, directly or indirectly, in joint purchasing arrangements, in joint-ventures, joint operating agreements, or similar arrangements with community hospitals or other public or private health-related organizations, or with for-profit or nonprofit corporations or other organizations, and to establish arrangements for the academic medical center to participate in financial integration and/or clinical integration or clinically integrated networks with a joint-venture with community hospitals or other public or private health-related organizations, or with other for-profit or nonprofit corporations or other organizations or through a joint operating agreement to further the mission of the institution. (THIS ITEM WAS MOVED TO EXECUTIVE SESSION FOR CONSIDERATION.)

INFORMATION AGENDA
Presented by Commissioner Alfred Rankins, Jr.

FINANCE

1. UMMC – On November 18, 2010, the Board approved the Master Lease between UMMC and the Jackson Medical Mall Foundation (JMMF). On October 20, 2016, the Board approved UMMC’s request to amend Exhibit H to the Master Lease as needed for construction allowances, rent rate adjustments, or the addition of space without prior Board approval up to the previously approved total lease cost. In January 2018, UMMC and JMMF amended Exhibit H to the Master Lease for construction allowances to existing leased space. In February 2019, UMMC and JMMF amended Exhibit H for additional construction allowances to existing leased space. No other term and conditions of the Master Lease were changed.
2. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the purchase of NarxCare web-based software and related support for University of Mississippi Medical Center practitioners. The Attorney General’s staff assigned to the MS-ITS has reviewed the agreement. The Software License and Maintenance Agreement is between Appriss, Inc. and MS-ITS on behalf of UMMC.

3. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved request to enter into Amendment #1 to the Master Services Agreement with HealthStream, Inc. for the purchase of additional HeartCode services for UMMC’s employee learning management system. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The amendment to the Master Services Agreement is between HealthStream, Inc. and MS-ITS on behalf of UMMC.

4. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved three (3) Change Orders to the Master Services Agreement with Sierra-Cedar, Inc., UMMC’s implementation partner for the Workday ERP software. The purpose of these change orders is to update the project scope to move from single book accounting to multi-book accounting, bring the Workday Student functionality from out-of-scope to in-scope, and to update the current manager and consultants working on the project. The Attorney General’s staff assigned to the MS-ITS reviewed the Change Orders prior to execution. The Change Orders for the Master Services Agreement are between Sierra-Cedar, Inc. and MS-ITS on behalf of UMMC.

5. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request to extend the agreement for Enterprise Resource Planning (ERP) software and support for the UMMC. The Attorney General’s staff assigned to the MS-ITS reviewed the Order Form prior to execution. The Order Form to the Master Subscription Agreement is between Workday, Inc. and MS-ITS on behalf of UMMC.

**REAL ESTATE**

6. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the February 21, 2019 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 2.)

**LEGAL**

7. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 3.)

**ADMINISTRATION/POLICY**

8. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.

   a. **MSU** – On February 15, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and the Research & Technology Corporation and approved the request to make prepayments under this agreement. The lease is for approximately 352 square feet of office space to be used by MSU’s Small Business Development Center. This is a one-year lease
effective March 1, 2019, at a monthly cost of $440. Rent payments are due in advance each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

b. **MSU** – On February 15, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and the Harrison County Development Commission and approved the request to make prepayments under this agreement. The lease is for approximately 150 square feet of office space to be used to conduct business activities for the Veterans Business Outreach Center. This is a one-year lease effective March 1, 2019, at a monthly cost of $49.50. Rent payments are due in advance each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

c. **MSU** – On February 22, 2019, Commissioner Alfred Rankins, Jr., approved the Ground Lease Agreement between Mississippi State University and Sig Ep Housing of Mississippi Beta, LLC for the lease of Lot #7, Sorority Hill Subdivision on the Mississippi State campus. The term of the lease if 50 years at a cost of $50. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

**ALCORN STATE UNIVERSITY BOARD SEARCH COMMITTEE REPORT**

Tuesday, March 12, 2019

The teleconference committee meeting was called to order by Chairman Shane Hooper at approximately 12:00 p.m.

1. **Executive Session**

   On motion by Trustee Lamar, with Trustee Parker absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Lamar, seconded by Trustee Morgan, with Trustee Parker absent and not voting, all Committee members legally present and participating voted unanimously to enter into Executive Session for the reason reported to the public and stated in these minutes, as follows:

   **During Executive Session, the following matter was discussed:**

   The Committee discussed a personnel matter at Alcorn State University. **No action was taken.**
On motion by Trustee Lamar, seconded by Trustee Morgan, with Trustee Parker absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

2. On motion by Trustee Lamar, seconded by Trustee Morgan, with Trustee Parker absent and not voting, all Committee members legally present and participating voted unanimously to adjourn.

The following Committee members participated: Mr. Shane Hooper (Chair), Ms. Ann Lamar, Ms. Jeanne Luckey, and Mr. Chip Morgan. Committee member Mr. Hal Parker was absent. Dr. Walt Starr also participated.

ALCORN STATE UNIVERSITY BOARD SEARCH COMMITTEE REPORT
Tuesday, March 19, 2019

The meeting was called to order by Chairman Shane Hooper at approximately 11:30 a.m.

1. Executive Session
On motion by Trustee Lamar, with Trustee Parker absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Morgan, seconded by Trustee Lamar, with Trustee Parker absent and not voting, all Committee members legally present and participating voted unanimously to enter into Executive Session for the reason reported to the public and stated in these minutes, as follows:
Discussion of a personnel matter at Alcorn State University.

During Executive Session, the following matter was discussed:
The Committee discussed a personnel matter at Alcorn State University. No action was taken.

On motion by Trustee Lamar, seconded by Trustee Luckey, with Trustee Parker participating by phone, all Committee members legally present and participating voted unanimously to return to open session.

2. On motion by Trustee Lamar, seconded by Trustee Luckey, with Trustee Parker participating by phone, all Committee members legally present and participating voted unanimously to recess at approximately 5:40 p.m. until 8:00 a.m. tomorrow.

The following Committee members were present: Mr. Shane Hooper (Chair), Ms. Ann Lamar, Ms. Jeanne Luckey, Mr. Chip Morgan, and Mr. Hal Parker (by phone). Other trustees participating by phone were: Mr. Gee Ogletree and Dr. Walt Starr.

On Wednesday, March 20, 2019, Chairman Shane Hooper reconvened the committee at approximately 8:00 a.m.
3. Executive Session
On motion by Trustee Lamar, with Trustee Morgan absent and not voting and Trustee Parker participating by phone, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Lamar, seconded by Trustee Luckey, with Trustee Morgan absent and not voting and Trustee Parker participating by phone, all Committee members legally present and participating voted unanimously to enter into Executive Session for the reason reported to the public and stated in these minutes, as follows:
Discussion of a personnel matter at Alcorn State University.
During Executive Session, the following matter was discussed:
The Committee discussed a personnel matter at Alcorn State University. No action was taken.
On motion by Trustee Luckey, seconded by Trustee Lamar, all Committee members legally present and participating voted unanimously to return to open session.

4. On motion by Trustee Lamar, seconded by Trustee Luckey, all Committee members legally present and participating voted unanimously to adjourn at approximately 3:00 p.m.
The following Committee members were present: Mr. Shane Hooper (Chair), Ms. Ann Lamar, Ms. Jeanne Luckey, Mr. Chip Morgan, and Mr. Hal Parker. Other trustees participating were: Dr. Steven Cunningham, Dr. Ford Dye, Mr. Bruce Martin, Dr. Alfred McNair, Mr. Gee Ogletree (by phone), and Dr. Walt Starr.

HEALTH AFFAIRS
COMMITTEE REPORT
Wednesday, March 20, 2019

The meeting was called to order by Chairman Ford Dye at approximately 3:20 p.m. The following items were discussed.
1. Executive Session
On motion by Trustee McNair, seconded by Trustee Morgan, with Trustee Ogletree participating by phone, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee McNair, seconded by Trustee Starr, with Trustee Ogletree participating by phone, all Committee members legally present and participating voted unanimously to enter into Executive Session for the reason reported to the public and stated in these minutes, as follows:
Discussion of strategic business plans related to a public hospital.
During Executive Session, the following matters were discussed:
The Committee discussed the strategic business plans related to a public hospital. No action was taken.
On motion by Trustee McNair, seconded by Trustee Lamar, with Trustee Ogletree participating by phone, all Committee members legally present and participating voted unanimously to return to open session.
2. On motion by Trustee Lamar, seconded by Trustee Parker, with Trustee Ogletree participating by phone, all Committee members legally present and participating voted unanimously to adjourn.

The following Committee members were present: Dr. Ford Dye (Chair), Mr. Chip Morgan (Vice-Chair), Ms. Ann Lamar, Dr. Alfred McNair, Mr. Gee Ogletree (by phone), Mr. Hal Parker, and Dr. Walt Starr. Other trustees attending were: Dr. Steven Cunningham, Mr. Shane Hooper, Ms. Jeanne Luckey, and Mr. Bruce Martin.

ANNOUNCEMENTS

- President Hooper announced that the next Board meeting will be April 18th in Jackson.
- Then, he invited the university presidents to report on current activities on their campuses.

EXECUTIVE SESSION

On motion by Trustee McNair, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Lamar, seconded by Trustee Parker, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to enter into Executive Session for the reasons reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at the Executive Office.
Discussion of 2 personnel matters at Jackson State University.
Discussion of a personnel matter at the University of Mississippi.
Discussion of strategic business plans related to a public hospital.

During Executive Session, the following matters were discussed and/or voted upon:

The Board discussed a personnel matter at the Executive Office. **No action was taken.**

The Board discussed a personnel matter at Jackson State University. **No action was taken.**

The Board discussed a personnel matter at the University of Mississippi. **No action was taken.**

The Board discussed a personnel matter at Jackson State University. On motion by Trustee Dye, seconded by Morgan, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously deny the request by Dr. Hari Cohly for a Board review of his termination from employment as a tenured faculty member at JSU and to approve Dr. Cohly’s termination from employment as a tenured faculty member at JSU.
The Board discussed the strategic plans of a public hospital. On motion by Trustee Ogletree, seconded by Trustee Lamar, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to approve UMMC’s request to capitalize the holding company, which was contingently approved by the Board at its February 2019 meeting, with up to $12 million; such approval to capitalize the holding company is contingent upon the following:

a) UMMC submitting to IHL legal counsel the 501(c)(3)’s form 1023 for review and approval before it is filed with the IRS; and

b) UMMC submitting a due diligence memo to the IHL legal committee chair, which must then be approved by the IHL legal committee. Such due diligence memo is to include a summary explanation of the terms and risks of the proposed transaction, including, but not limited to, financial, price (and adjustments), permitted liens, title (including leases, if any), personal property (including intellectual property), licensing, regulatory compliance, environmental condition, management, governmental programs, material contracts and agreements (including research agreements), employee benefit plans, litigation, taxes, employment matters, data privacy, remedies (including floors and caps on recoveries), governmental and other approvals.

The subject IRS form 1023 and due diligence memo must be approved as described above prior to UMMC placing any funds into the 501(c)(3) holding company. (THIS ITEM WAS MOVED FROM THE REGULAR FINANCE AGENDA FOR CONSIDERATION.)

On motion by Trustee McNair, seconded by Trustee Starr, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to return to Open Session.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Lamar, seconded by Trustee Cunningham, with Trustee Ogletree participating by phone, all Trustees legally present and participating voted unanimously to adjourn the meeting.

_____________________________________________________________
President, Board of Trustees of State Institutions of Higher Learning

_____________________________________________________________
Commissioner, Board of Trustees of State Institutions of Higher Learning
EXHIBITS

Exhibit 1  New Board Policy 715 Healthcare Collaborations

Exhibit 2  Real Estate items that were approved by the IHL Board staff subsequent to the February 21, 2019 Board meeting.

Exhibit 3  Report of the payment of legal fees to outside counsel.
UMMC – APPROVAL OF NEW BOARD POLICY 715 HEALTHCARE COLLABORATIONS

715 HEALTHCARE COLLABORATIONS

Pursuant to Miss. Code Ann. § 37-115-50.1, the University of Mississippi Medical Center is authorized to directly or indirectly enter into various business transactions, subject to Board of Trustees approval. The Board adopts this policy to outline how it will satisfy its statutory authority and obligation.

As provided in Miss. Const. Art. 8, Section 213-A and Section 31-101-1 of the Miss. Code Ann. of 1972, as amended the Board has governing authority over UMMC. It is the duty of the Board to assure that assets intended to benefit UMMC are appropriately and effectively managed and utilized. Additionally, the Board has responsibility for ensuring that the public interest is served by any organization that is established to support UMMC. Any and all such organizations and their subsidiary entities created to engage in business transactions authorized under Miss. Code. Ann. § 37-115-50.1 are hereinafter referred to as “Collaborations”.

The Board recognizes that Collaborations are not state agencies and will have their own governing authorities. The Board recognizes that it does not have the power to exercise governing control over Collaborations. Further, the Board acknowledges that the independent nature of the Collaborations provides flexibility in fiscal management and responsiveness.

It is the policy of the Board that its oversight of UMMC with respect to Collaborations and their activities shall be accomplished in a manner that will effectively and appropriately preserve and protect the corporate integrity of each Collaboration to the fullest extent possible, consistent with the duty of the Board to assure that assets intended to benefit UMMC are appropriately and effectively managed and utilized.

In order to ensure that the Board meets its legal obligations, the Board requires the following:

1. Prior to UMMC or any Collaboration entering into a business transaction under the authority of Miss. Code Ann. § 37-115-50.1, UMMC must promptly notify the Health Affairs Committee of such intent with sufficient time for the Board to undertake a review of said transaction.

2. UMMC must receive Board approval prior to the formation of any new Collaboration. Such request for approval shall be accompanied by the following:
   a. Proposed organizational documents of the new Collaboration
   b. A memorandum to include the following:
      i. Description of the nature of the Collaboration and its intended transactions;
      ii. A list of other participants in the Collaboration’s intended transactions as well as their participation and ownership interests;
      iii. A list of all restrictive and business opportunity covenants being contemplated;
      iv. A description of any put or call rights;
v. For transactions in which the Collaboration, directly or indirectly, will be a minority owner, a description of governance protection rights afforded to the Collaboration;
vi. A description of any known material risk or opportunities in the Collaboration.
vii. Any projections, pro formas, valuations, strategic analysis or similar assessments of the Collaboration’s intended transactions;
viii. A statement as to whether or not the Collaboration financial statements will be consolidated with the UMMC financial statements;
ix. A statement as to whether or not the Collaboration will be subject to public bidding, open meetings, open records, and Public Employees’ Retirement System of Mississippi (PERS) rules and regulations, as well as a statement as to whether the Collaboration intends to seek Mississippi Tort Claims Act (MTCA) protection; and
x. Such other materials requested by the Board.

3. All Collaborations must operate consistent with the mission and priorities of UMMC. UMMC shall provide an annual report to the Board detailing how the Collaboration furthers the mission and priorities of UMMC.

4. UMMC must seek Board approval prior to making a financial contribution to any Collaboration.

5. UMMC shall provide reports to the Board outlining the financial and operational performance of all Collaboration(s) on a monthly basis, or more or less frequently as requested by the Board.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE `FEBRUARY 21, 2019 BOARD MEETING SUBMISSION DEADLINE

NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL.

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff until the budget increase is approved by the Board.

ALCORN STATE UNIVERSITY

1. ASU- GS 101-310 – New Faculty and Staff Housing
   NOTE: This is a Bureau of Building project
   Approval Request #1: Award of Construction Contract
   Board staff approved the Award of Contract in the amount of $8,720,800.00 to the apparent low bidder, Ergon Construction Group, Inc.
   Approval Status & Date: APPROVED, February 13, 2019
   Project Initiation Date: April 20, 2017
   Design Professional: Architecture South
   General Contractor: Ergon Construction Group, Inc.
   Total Project Budget: $10,000,000.00

DELTA STATE UNIVERSITY

2. DSU– GS 102-258 – Sillers Coliseum Renovations
   NOTE: This is a Bureau of Building project
   Approval Request #1: Schematic Design Documents
   Board staff approved the Schematic Design Documents as submitted by Cooke Douglass Farr Lemons, Architects & Engineers, P.A.
   Approval Status & Date: APPROVED, March 5, 2019
   Approval Request #2: Waiver of Design Development Documents
   Board staff approved the Waiver of Design Development Documents as submitted by Cooke Douglas Farr Lemons, Architects & Engineers, P.A.
   Approval Status & Date: APPROVED, March 5, 2019
   Project Initiation Date: October 16, 2014
   Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.
   General Contractor: TBD
JACKSON STATE UNIVERSITY

3. **JSU– GS 103-283 – Campus Mechanical Improvements**
   
   NOTE: This is a Bureau of Building project
   
   **Approval Request #1: Change Order #2**
   
   Board staff approved Change Order #2 in the amount of $222,976.62 and one hundred five (105) additional days to the contract of McLain Plumbing & Mechanical Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
   
   **Approval Status & Date:** APPROVED, February 19, 2019
   
   **Change Order Description:** Change Order #2 includes the following items: controls allowance credit; added an additional electrical panel in the library; replaced the secondary pump; replaced existing pumps in a building; and one hundred five (105) days to the contract.
   
   **Change Order Justification:** These changes were necessary due to latent job site conditions; and days for work as indicated herein.
   
   **Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $265,528.02.
   
   **Project Initiation Date:** October 16, 2014
   
   **Design Professional:** Engineering Resource Group, Inc.
   
   **General Contractor:** McLain Plumbing & Mechanical Services, Inc.
   
   **Total Project Budget:** $3,853,000.00

4. **JSU– GS 103-286 – Stewart Hall Renovations**
   
   NOTE: This is a Bureau of Building project
   
   **Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on February 14, 2019 to approve the budget increase on the Stewart Hall Renovation project from $602,739.55 to $8,486,526.47, for an increase of $7,883,786.92. This increase will be funded from HB 1729, Laws of 2016 and HB 1649, Laws of 2018. The total project budget is $8,486,526.47.
   
   **Interim Approval Status & Date:** APPROVED, February 14, 2019
   
   **Project Initiation Date:** November 17, 2016
   
   **Design Professional:** Foil Wyatt Architects
   
   **General Contractor:** TBD
   
   **Total Project Budget:** $8,486,526.47
EXHIBIT 2
March 21, 2019

MISSISSIPPI STATE UNIVERSITY

5. **MSU- GS 105-358 – Preplan Kinesiology Building/Autism Building**
   NOTE: This is a Bureau of Building project
   Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on February 14, 2019 to approve the initiation of the Preplan Kinesiology Building/Autism Building project. The total preplan budget is $900,000.00.
   Interim Approval Status & Date: APPROVED, March 1, 2019
   Project Initiation Date: March 1, 2019
   Design Professional: EGH Architects/Dale Partners Architects, A Joint Venture
   General Contractor: TBD
   Total Preplan Budget: $900,000.00

6. **MSU- GS 113-149 – Preplan Forest & Wildlife Facilities**
   NOTE: This is a Bureau of Building project
   Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on February 14, 2019 to approve the initiation of the Preplan Forest & Wildlife Facilities project. The total preplan budget is $4,172,500.00.
   Interim Approval Status & Date: APPROVED, March 1, 2019
   Project Initiation Date: March 1, 2019
   Design Professional: Shafer -Zahner-Zahner, PLLC
   General Contractor: TBD
   Total Preplan Budget: $4,172,500.00

7. **MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field**
   Approval Request #1: Change Order #14
   Board staff approved Change Order #14 in the amount of $240,409.96 and five (5) additional days to the contract of Jesco, Inc.
   Approval Status & Date: APPROVED, March 5, 2019
   Change Order Description: Change Order #14 includes the following items: reworked the plaza paver system; added three (3) fire extinguishers & cabinets; added an access door at the field level electrical dead space; added access at the view level stucco ceiling; added access at the team meeting room; added lite kits and miscellaneous door hardware items; added dry erase paint at the team meeting room; added a sidewalk at the field level area; added concrete stairs at Palmeiro; installed Omaha Club chairback stanchions; revisions to signage and road striping; painted the back wall of the hitting tunnel; electrical revisions at the player entry lobby; removed brick & replaced with relief angles; painted player’s entry/lobby; installed a plate on the slab edge of the concourse; thickness of rubber flooring was increased in the pitching tunnel; modifications to the view level handrails; revision to the duct insulation; changes made to the vomitory handrails; revised the laundry pass through locks to combo type in lieu of keyed; revision to the player’s lounge sheetrock; relocated unit heaters; modified a handrail at the CSPS
steel railing; added sprinkler head guards at the added bullpen area; replaced Omaha Club wall panels for owner signage; revisions made to a concourse restroom; added panic hardware to the stair tower gate; raised a quazite box up to the correct grade to coordinate with the loft of paving; revisions made to a fire alarm; added provisions for the Track Man radar system; electrical revisions made for the pantry ice machines; rail revisions at the Omaha Club/loges; added a handrail at the team meeting room; and five (5) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Fourteen (14) change orders for a total amount of $2,494,858.09.

Project Initiation Date: May 21, 2015
Design Professional: Wier Boerner Allin Architects, PLLC
General Contractor: Jesco, Inc.
Total Project Budget: $55,000,000.00

8. UM– IHL 207-424 – Faser Hall First Floor Modifications

Approval Request #1: Change Order #4
Board staff approved Change Order #4 in the amount of $9,956.20 and zero (0) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, February 27, 2019

Change Order Description: Change Order #4 includes the following items: changed out the recessed corridor light fixtures to surface-mounted fixtures for the rated drywall ceiling; added six (6) new HVAC diffusers to replace the original diffusers that were found to be dilapidated; repaired the wire for the eleven (11) room sensors for the HVAC system that was damaged during demolition.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and latent job site conditions.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $230,510.01.

Project Initiation Date: August 18, 2016
Design Professional: Cooke Douglass Farr Lemons, Architects & Engineers, P.A.
General Contractor: Barnes & Brower, Inc.
Total Project Budget: $1,300,000.00

9. UM– IHL 207-442 – Manning Center Training Hydrotherapy Room Renovation

Approval Request #1: Change Order #2
Board staff approved Change Order #2 in the amount of $12,855.09 and fourteen (14) additional days to the contract of Baldwin and Shell Construction Company.

Approval Status & Date: APPROVED, February 19, 2019
EXHIBIT 2
March 21, 2019

Change Order Description: Change Order #2 includes the following items: added four (4) new Troffler light fixtures in two rooms; installed batt insulation over the new ceilings in eight (8) rooms; installed new hardware on nine (9) doors; and fourteen days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $20,860.34.

Project Initiation Date: February 15, 2018
Design Professional: A2H, LLC
General Contractor: Baldwin and Shell Construction Company
Total Project Budget: $1,300,000.00

10. UM–IHL 207-445 – Stewart Hall Elevator Refurbishment
Approval Request #1: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $729,714.00 to the apparent low bidder, Barnes & Brower, Inc.
Approval Status & Date: APPROVED, February 15, 2019
Project Initiation Date: November 15, 2018
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: Barnes & Brower, Inc.
Total Project Budget: $1,200,000.00

11. UM–IHL 207-447 – Martin Hall – AC VAV Boxes Replacement
Approval Request #1: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $819,540.00 to the apparent low bidder, Tri-Star Mechanical Contractors, Inc.
Approval Status & Date: APPROVED, February 19, 2019
Project Initiation Date: November 15, 2018
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: Tri-Star Mechanical Contractors, Inc.
Total Project Budget: $1,650,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

12. UMMC–IHL 209-555 – Children’s of Mississippi Expansion
Approval Request #1: Change Order #6
Board staff approved Change Order #6 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.
Approval Status & Date: APPROVED, March 5, 2019
Change Order Description: Change Order #6 includes the following items: revision of flooring finish from sheet vinyl to luxury vinyl in various rooms done; added access controls for Batson renovation; the site and civil drawings were revised; various changes
were made to door hardware; changes were made to the drawings including adding soffits and furr outs; locations of the floor boxes were revised and provided for fire-rated floor boxes where structural concrete coverage was inadequate; revision made to the power rating of the switchgear to match the coordination study; installed conduit for the parking garage to an extent of 5’ outside of the mechanical yard; added additional pull boxes to meet code requirements; and revised the spacing of the baffle ceiling spacing from 6” to 8”.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of $0.00.

Project Initiation Date: April 21, 2016
Design Professional: HDR Architecture
General Contractor: Brasfield & Gorrie General Contractors
Total Project Budget: $180,000,000.00

13. UMMC– IHL 209-561 – Campus HVAC Upgrades FY18
Approval Request #1: Contract Documents
Board staff approved Contract Documents as submitted by Engineering Resource Group
Approval Status & Date: APPROVED, March 5, 2019

Approval Request #2: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, March 5, 2019
Project Initiation Date: October 19, 2017
Design Professional: Engineering Resource Group
General Contractor: TBD
Total Project Budget: $5,577,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

Approval Request #1: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $1,183,400.00 to the apparent low bidder, Southeastern Contracting, LLC.
Approval Status & Date: APPROVED, February 26, 2019
Project Initiation Date: August 16, 2018
Design Professional: Shafer-Zahner-Zahner, PLLC
General Contractor: Southeastern Contracting, LLC
Total Project Budget: $2,050,000.00

15. USM– IHL 210-243 - Marine Education Center
Approval Request #1: Change Order #8
Board staff approved Change Order #8 in the credit amount of $20,947.50 and zero (0) additional days to the contract of Starks Construction Co.; Inc.
Approval Status & Date: APPROVED, February 19, 2019
Change Order Description: Change Order #8 includes the following items: liquidated damages of $100.00 per day for a total of one hundred ninety-eight (198) days; and additional inspections performed at the contractor’s expense.
Change Order Justification: These changes were necessary due to the number of days (198) past the contract completion; and additional inspections required.
Total Project Change Orders and Amount: Eight (8) change orders for a total amount of $256,909.53.
Project Initiation Date: August 21, 2008
Design Professional: Lake Flato
General Contractor: Starks Construction Co.; Inc.
Total Project Budget: $16,115,659.75
SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by Ware Immigration (two statements, each dated 2/5/19) from the funds of Alcorn State University. (These statements, in the amounts of $960.00 and $960.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**.................................................................$ 1,920.00

Payment of legal fees for professional services rendered by Armstrong Law (statement dated 2/18/19) from the funds of Jackson State University. (This statement, in the amount of $1,710.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**.................................................................$ 1,710.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 2/13/19) from the funds of Mississippi State University. (This statement, in the amount of $62.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE**.................................................................$ 62.50

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/1/19) from the funds of Mississippi State University. (This statement, in the amount of $2,500.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**.................................................................$ 2,500.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 12/21/18, 12/31/18, 1/25/19, 1/25/19 and 1/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts $9,047.50, $6,557.30, $1,593.00, $501.50 and $9,619.71, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................................................$ 27,319.01

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (two statements, each dated 12/31/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,772.00 and $478.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................................................$ 3,250.50
EXHIBIT 3
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Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (six statements, each dated 1/17/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $66.00, $66.00, $148.50, $285.00, $5,104.52 and $24.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 5,694.02

Payment of legal fees for professional services rendered by Page Kruger & Holland (statement dated 12/11/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,174.06, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 1,174.06

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (four statements, each dated 1/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $135.00, $297.00, $175.50, and $82.50, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 690.00

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 11/30/18, 12/31/18 and 12/31/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,662.50, $792.00 and $1,683.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 5,137.50

Payment of legal fees for professional services rendered by Waller, Lansden, Dortch & Davis (statements dated 7/10/18, 9/12/18 and 1/9/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,990.67, $1,150.50 and $147.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 7,288.67

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18 and 1/4/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $907.50, $1,197.25, $5,222.30, $291.15, $3,207.75, $1,122.00, $1,493.25, $507.00 and $795.75, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 14,743.95

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EXHIBIT 3
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Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 1/6/19, 1/7/19, 1/7/19 and 1/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $6,441.16, $1,066.50, $3,927.90 and $6,809.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 18,244.56

Payment of legal fees for professional services rendered by Bryan, Nelson Schroeder, Castigliola & Banahan (statements dated 1/18/19 and 2/11/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $234.00 and $370.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 604.50

Payment of legal fees for professional services rendered by Butler Snow (statements dated 1/10/19 and 2/13/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $2,802.50 and $1,504.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 4,307.00

Payment of legal fees for professional services rendered by Richard & Thomas (statement dated 2/8/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $450.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 450.00

Payment of legal fees for professional services rendered by Ware Immigration (four statements, each dated 2/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $67.05, $2,000.00, $26.56 and $41.56, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 2,135.17

Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Conley Rose (statement dated 1/16/19) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patents: “MSU Autonomous Vehicle Simulator” - $1,140.00.)

TOTAL DUE.................................................................$ 1,140.00
EXHIBIT 3
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Payment of legal fees for professional services rendered by Larry Schemmel (ten statements, each dated 1/24/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Oleaginous Microbe Supplementation for Improving Black Soldier Fly Growth and Development” - $170.00; “Compositions of Food Grade Coatings to Control Pest Infestations and Methods of Application” - $360.00; “Improving Tracking Method for Containers Having Removable Closures” – $865.00; “Switchgrass Cultivar Panir” - $695.00; “Fiber Separation from Grains and Grain Products Using Electrostatic Methods” - $150.00; “Bandwidth-Based Methodology for Controlling and Optimally Designing a Hybrid Power System” - $750.00; “System for Delivery of Biologics” - $1,040.00; “Therabor, A Support Companion (Logo)” - $125.00; “Therabot, (Word Mark)” - $125.00; and “Passively Flushed Bearing for Cardiovascular Turbomachinery” - $70.00.)

TOTAL DUE..........................................................................................$ 4,350.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 1/7/19, 2/6/19 and 2/6/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - $578.50 “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $107.25; Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - $4,855.14, respectively.)

TOTAL DUE..........................................................................................$ 5,540.89
1. SYSTEM – APPROVAL OF NEW ACADEMIC UNITS

Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers. In developing such guidelines and procedures, the Commissioner shall consider state, system, and institutional priorities, institutional missions, institutional performance, comparative funding, market demand, and other appropriate criteria.”

In accordance with Board policy, approval is requested for the following new academic units:

DEPARTMENTS

a. University of Mississippi (UM) requests approval of the Department of Applied Gerontology. The Department of Applied Gerontology will function as an academic home for the B.S. in Applied Gerontology and future degrees, and labs and centers related to the study of aging. Currently this program operates within the Office of the Dean in the School of Applied Sciences. The Department of Applied Gerontology’s mission is to offer academic programs of excellence to prepare students to be knowledgeable and competitive for entry into a variety of aging related occupational venues and admission to a variety of graduate degree programs which interact with programs, policies, and services for aging populations. As the program enrollment grows additional support will be needed, including a department chair with gerontology or closely related degrees/credentials, an administrative assistant, and a dedicated coordinator of advising, recruitment and retention which is the current model for other departments within Applied Sciences. All other future additions will be requested through the appropriate UM/IHL procedures.

b. University of Mississippi (UM) requests approval of the Department of Biomedical Engineering. The Biomedical Engineering (BME) program is currently a collection of courses that lead to the B.S. in Biomedical Engineering, with faculty administratively located in two different engineering departments. The critically important accreditation process for the two-year-old BME program will be simplified in that hired BME faculty would have their actual home appointment in the BME department, a metric that is monitored by the Accreditation Board for Engineering and Technology, Inc., (ABET). As a standalone department, future hires and existing faculty would be able to adhere to a common tenure and promotion description. The rapid increase in undergraduate numbers in the current Biomedical Program has more than met initial expectations for inaugural enrollment (already above 100 students in freshmen and sophomore classes alone) and a transition from Program to Department is the next logical step and is a direct extension of the University’s mission to inspire, discover and transform. The budget associated with the conversion of the current BME program to a peer-equivalent department contains costs already required for the implementation of the BME program as it currently exists.
c. **University of Mississippi (UM)** requests **approval** of the **Academic Innovations Group**. The university has several important and required initiatives that improve teaching, learning, and pedagogy in the classroom and online. The SACSCOC required Quality Enhancement Plan (QEP) is designed to improve the way critical thinking is taught in lower division courses. This will be an investment in faculty development for the benefit of students and will serve to enhance faculty instruction of this important ability. The entities and people who work to improve and innovate teaching and learning at the university will be brought together into a single unit, the Academic Innovations Group. The QEP will be housed in this new unit in order to provide efficient structure and support for the teaching of critical thinking. As a result, this is the creation of a new, single unit through the consolidation of several units and initiatives. Funding resources will be lapsed salary dollars, summer school revenues, and online revenues until permanent monies from tuition be can allocated to the unit.

d. **University of Mississippi (UM)** requests **approval** of the **William Magee Institute for Wellness Education**. The request is being made to transitions a functional area of the Department of Campus Recreation to a comprehensive, stand- alone institute dedicated to becoming a national leader for alcohol and other drug (AOD) prevention, intervention, support, and research. The William Magee Institute for Wellness Education will have multiple campus partners including the School of Pharmacy, UMMC, and the Department of Health, Exercise Science, and Recreation Management (Health Promotion). Named in honor and memory of William Magee, an alumnus who lost his life to substance addiction, the University has been successfully raising private funds for this critical initiative. We expect to continue and even broaden our fundraising efforts for the William Magee Institute and hope to have the Institute operational by August 2025.

e. **University of Mississippi Medical Center (UMMC)** requests **approval** of the **Mississippi Centre for Evidence Based Practice: A Joanna Briggs (JBI) Centre of Excellence**. The Joanna Briggs Institute (JBI) is the international not-for-profit research and development Centre within the Faculty of Health and Medical Sciences at the University of Adelaide, South Australia. The Institute collaborates internationally with over 70 entities across the world. A Joanna Briggs (JBI) Centre of Excellence is considered a prestigious hub of expertise through which high quality programs of evidence synthesis, transfer, and implementation are achieved. The Mississippi Centre for Evidence Based Practice is only the sixth JBI Centre of Excellence in the United States. A minimal cost will be experienced for branding the new Centre. There are no other additional costs to UMMC for the Mississippi Centre for Evidence Based Practice.

f. **University of Mississippi Medical Center (UMMC)** requests **approval** of the **Mississippi Clinical Research and Trials Center (MCTRC)**. The purpose of the MCTRC is to determine and further define specific healthcare needs of our citizens that will drive discovery, development, implementation, and optimization of existing and new cutting-edge therapies as part of our unceasing efforts towards a healthier Mississippi and beyond. This will be
accomplished through development of diverse, interactive, and collaborative translational research programs. These programs will identify and evaluate specific healthcare needs and gaps using modern population health technology; then, develop precision medicine-based research projects aimed at understanding disease mechanisms that drive development of both effective therapeutics as well as preventive medicine solutions. New faculty and staff are not initially anticipated to support the operations of the MCRTC. The Center will coordinate existing siloed efforts across the institution with similar objectives to those of the MCRTC. Those included in the first two-year projections are existing personnel with efforts already committed to research/clinical operations. Many are currently supported by grant dollars. It is anticipated that most costs in future years will be grant and/or clinical trial-funded as well. New faculty and staff may be added in the future if growth outpaces existing personnel. Though total personnel costs over the six years are estimated at $2.3M, more than half of this is anticipated to come from external sources.

STAFF RECOMMENDATION: Board staff recommends approval of Items a-f.

2. SYSTEM – APPROVAL OF ACADEMIC UNIT MODIFICATIONS

Board Policy 503: Program Modifications states: “As part of its broad constitutional authority to govern the universities, the Board shall exercise its authority to modify programs offered by the universities generally or at various units of the universities.”

In accordance with Board policy, approval is requested for the following academic program modifications:

RENAME

a. University of Mississippi (UM) requests permission to rename the National Center for Remote Sensing, Air, and Space Law the Center for Air and Space Law. The objectives and mission of the Center will remain the same. The proposed name change will foster the mission and objectives of the institution by allowing the Center to better market itself as the unique venue in the United States for addressing global issues of air and space law, both of which include remote sensing, and to meet the needs of aerospace industry stakeholders, including governments, industry and the academy, by providing objective and timely legal scholarship on issues arising out of rapidly evolving aviation and space technology. Moreover, the new name intimates a broader focus, allowing the Center to pivot nimbly between applications of air and space law and to address new legal issues arising out of advancing technologies and capabilities in those fields, including drones, remote sensing via aircraft and spacecraft, and cyber security. A minimal cost will be experienced for signage.

b. University of Mississippi Medical Center (UMMC) requests permission to rename the UMMC Cancer Institute the UMMC Cancer Center and Research Institute. The name change fosters enhanced relationships across disciplines and more accurately reflects the
actual mission, goals, and activities of the UMMC Cancer Institute. A minimal cost of $500 will be experienced for printing and branding changes.

REORGANIZATION

c. University of Mississippi (UM) requests permission to rearrange the Center for Health and Sports Performance (CHSP). This request is being made due to documented growth and productivity, that the School of Applied Sciences and the Department of Athletics can collaborate on applied practices including comprehensive athletic health and sport performance, clinical nutrition services, strength and conditioning, sports medicine, performance training, and nutritional/sports-related consultation across Mississippi. The center is being transitioned from a departmental-based to a school-based center to engage additional University of Mississippi departments and community partners to develop evidenced-informed best-practices in health and sports performance. No new funding is required for the reorganization. In the future, the plan is to generate revenue to allow for administrative support.

STAFF RECOMMENDATION: Board staff recommends approval of Items a-c.

3. SYSTEM – APPROVAL OF ACADEMIC PROGRAM MODIFICATIONS

Board Policy 503: Program Modifications states: “As part of its broad constitutional authority to govern the universities, the Board shall exercise its authority to modify programs offered by the universities generally or at various units of the universities.”

In accordance with Board policy, approval is requested for the following academic program modifications:

RENAME

a. University of Mississippi (UM) requests permission to rename the Bachelor of Business Administration in Marketing and Corporate Relations (CIP 52.1499) the Bachelor of Business Administration in Marketing and Communication Strategy (CIP 52.1499) degree. The Marketing and Communication Strategy major prepares students for careers in marketing, advertising, public relations, or brand management. Students develop a unique combination of skill sets from marketing that include expertise in communicating across a variety of multimedia platforms, analyzing market trends in order to build strong brands and engage consumers, and creating new and imaginative ideas by developing unique integrated campaigns. A minimal cost will be experienced for printing and branding changes.
b. University of Southern Mississippi (USM) requests permission to rename the Bachelor of Arts in Advertising (CIP 09.0903) the Bachelor of Arts in Public Relations and Advertising (CIP 09.0900) degree. We are combining the current Advertising BA program and Journalism (Public Relations) BA emphasis area to create one new program. The curriculum will remain very similar, but students will have more flexibility for coursework. Anticipated budget savings will come with combining some public relations and advertising courses.

c. University of Southern Mississippi (USM) requests permission to rename the Bachelor of Science in Child and Family Studies (CIP 19.0704) the Bachelor of Science in Child and Family Sciences (CIP 19.0704) degree. The School of Child and Family Sciences undergraduate program is a 120-credit hour program. Students acquire a broad knowledge of child and family science through courses in family dynamics, communication, child and family theories, and contemporary issues affecting quality of life. In addition to a comprehensive range of didactic coursework, students engage in numerous experiential learning activities through laboratory, practicum, or internship experiences. The proposed degree plan name change is a result of the reorganization process, which prompted our academic unit to reflect on our goals and mission as part of a college with a new academic identity. The modification from “Studies” to “Sciences” better reflects the research goals of the university, college, and school; and, also reflects the national trend.

d. University of Southern Mississippi (USM) requests permission to rename the Master of Science in Child and Family Studies (CIP 19.0704) the Master of Science in Child and Family Sciences (CIP 19.0704) degree. The Master of Science degree in Child and Family Studies is a 37 hour, fully online program designed for students interested in the integration of theory, research, and experiential learning. Students learn the knowledge and skills necessary to promote quality of life and to serve as effective advocates for children and families. The proposed degree plan name change is a result of the reorganization process, which prompted our academic unit to reflect on our goals and mission as part of a college with a new academic identity. The modification from “Studies” to “Sciences” better reflects the research goals of the university, college, and school; and, also reflects the national trend.

e. University of Southern Mississippi (USM) requests permission to rename the Bachelor of Arts in Economics (CIP 45.0601) the Bachelor of Arts in Applied Economics (CIP 45.0601) degree. A degree in applied economics offers students a core of economics theory, including principles and intermediate microeconomics, with additional course work in statistics and applied econometrics to develop students’ data skills that have become increasingly valuable in today’s labor market, to make it a more flexible degree which will allow it to be combined with other majors and minors which allows for better progression to degree; second, to focus on offering a degree plan that is more closely lined up with market demand by employers. This will allow students to both complete the degree in less time and to provide them with better job opportunities.

f. University of Southern Mississippi (USM) requests permission to rename the Bachelor of
Arts in Entertainment Industry (CIP 50.1003) the Bachelor of Arts in Media and Entertainment Arts (CIP 50.1003) degree. The proposed modifications aim to strengthen our curricular offerings through strategic consolidation and sharing of course/program resources. The proposed changes align our program with the mission and vision of Arts Institute Mississippi while providing for enhanced curricular collaboration opportunities across programs. We are moving towards more inter- and cross- disciplinary objectives to better align our program and position our students for careers in the media, entertainment, and arts industries.

g. University of Southern Mississippi (USM) requests permission to rename the Bachelor of Science in Entertainment Industry (CIP 50.1003) the Bachelor of Science in Media and Entertainment Arts (CIP 50.1003) degree. The proposed modifications aim to strengthen our curricular offerings through strategic consolidation and sharing of course/program resources. The proposed changes align our program with the mission and vision of Arts Institute Mississippi while providing for enhanced curricular collaboration opportunities across programs. We are moving towards more inter- and cross- disciplinary objectives to better align our program and position our students for careers in the media, entertainment, and arts industries.

h. University of Southern Mississippi (USM) requests permission to rename the Bachelor of Arts in Foreign Languages (CIP 16.0101) the Bachelor of Arts in World Languages (CIP 16.0101) degree. This program is changing from Foreign Languages to World Languages to better reflect the discipline in the 21st century. The School of Social Science and Global Studies teaches Spanish, which is no longer a foreign language as well as English as a second language, allowing the new name to better reflect the curriculum.

SUSPEND

i. Mississippi State University (MSU) requests permission to suspend the Master of Arts in Teaching – Middle. MDÉ instituted a new requirement that alternate route candidates seeking middle level licensure (grades 4-8) must pass the Foundations of Reading test prior to admission into the program. Program faculty believe students with no literacy/education background will not be able to do this; thus, there is a need to suspend the program.

j. University of Southern Mississippi (USM) requests permission to suspend the Bachelor of Arts/Bachelor of Science in Education of the Deaf. This degree program has had low enrollment and low graduation rates over the past several years. Two previous IHL stipulation reports were written to support continuation of the program (2015; 2016). In 2017-18, USM completed a productivity study of all degree programs. The decision to delete the Education of the Deaf BA (Licensure) program was based on IHL and USM data and analysis of program productivity. USM will cease enrollment and plan a teach-out of the degree.
k. University of Southern Mississippi (USM) requests permission to suspend the Bachelor of Arts in International Studies. The degree is only offered in Hattiesburg and a teach-out plan for all students currently in the program will be completed by Spring 2022. However, the School of Humanities will seek to explore alternative ways to deliver the program or re-envision the program within the History B.A. as a concentration.

STAFF RECOMMENDATION: Board staff recommends approval of Items a – k.

4. SYSTEM – APPROVAL OF DEGREES TO BE CONFERRED IN SPRING 2019

Board Policy 510: Awarding of Degrees states that “Degrees granted by institutions under the governance of the Board are awarded by and with the consent of the Board and are countersigned by the President of the Board. Recommendations for the awarding of degrees to students by the various institutions must be made no later than the Board meeting prior to the commencement at which such awards will be made.”

In accordance with Board policy, the institutions below requests permission to award degrees at the following levels in Spring 2019, provided each candidate has met all requirements for the degree.

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**Mississippi State University**

**College of Agriculture and Life Sciences**

- Bachelor of Science: 299
- Bachelor of Landscape Architecture: 13
- Master of Science: 21
- Doctor of Philosophy: 11

**College of Architecture, Art, and Design**

- Bachelor of Architecture: 36
- Bachelor of Fine Arts: 30
- Bachelor of Science: 50

**College of Arts and Sciences**

- Bachelor of Applied Technology: 3
- Bachelor of Arts: 296
- Bachelor of Science: 431
- Bachelor of Social Work: 40
- Master of Arts: 17
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## Board of Trustees of State Institutions of Higher Learning
### Consent Agenda
#### Academic Affairs
April 18, 2019

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**Total Undergraduate Degrees**: 1373

**Total Graduate Degrees**: 401

**Total Degrees**: 1774
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*Note: System Total for Spring 2019 represents an increase of 192 degrees from Spring 2018’s total of 11,326.

STAFF RECOMMENDATION: Board staff recommends approval of this item.
1. **MSU-REQUEST FOR APPROVAL TO RENEW TRAVEL SERVICES AGREEMENT WITH ANTHONY TRAVEL, LLC**

   **Agenda Item Request:** MSU requests approval to renew its current contract with Anthony Travel, LLC to continue providing comprehensive Travel Agency Services for MSU’s Athletic Department.

   **Contractor’s Legal Name:** Anthony Travel, LLC

   **History of Contract:** MSU has utilized the services of Anthony Travel, LLC since the execution of the original agreement in May of 2017. The MSU Athletic Department has been offered numerous benefits as a result of the withstanding agreement, including but not limited to: on-site travel account manager; preferred hotel programs and negotiation of better rates for hotels, airfare, and ground transportation; free after hour services; enhanced reporting capabilities, assistance in negotiation of contract terms and conditions, etc.

   **Specific Type of Contract:** This is a contract to provide enhanced travel agency services.

   **Purpose:** Provide travel agency services for the Athletic Department only.

   **Scope of Work:** Anthony Travel, LLC will provide all travel agency services for the MSU Athletic Department.

   **Term of Contract:** Contract shall renew on May 18, 2019 and extend for a two-year term through May 17, 2021.

   **Termination Options:**

   In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party.

   MSU may terminate the Contract for Contractor’s failure to comply with the Mississippi Employment Protection Act.

   The Contract may be terminated by either party upon the occasion of a Force Majeure event.

   **Contract Amount:** The total cost for a two-year extension would be $197,056.87 with an option to renew for up to four (4) additional two-year terms. The originally-contracted annual management fee was $91,500.00 with a 3% annual increase throughout the term of the agreement.
Funding Source for Contract: Athletic Department

Contractor Selection Process: An RFP was conducted for the original agreement. MSU has used this firm since the execution of the original contract in May of 2017 and has been satisfied with the costs, savings and services offered by Anthony Travel, LLC.

Staff Recommendation: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between Mississippi State University and Anthony Travel, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. MVSU – REQUEST APPROVAL OF A LEASE AGREEMENT WITH FEDEX TRADE NETWORKS TRANSPORT AND BROKERAGE, INC.

Agenda Item Request: Mississippi Valley State University (MVSU) requests approval to enter into a lease agreement with FedEx Trade Networks Transport and Brokerage, Inc. for the rental of the Student Union Annex located on the campus of Mississippi Valley State University.

Contractor’s Legal Name: FedEx Trade Networks Transport and Brokerage, Inc.

History of Contract: This is a new agreement.

Specific Type of Contract: This is a lease agreement.

Purpose: This lease the Student Union Annex located on the campus of MVSU will allow FedEx Trade Networks Transport and Brokerage, Inc. to establish an office on MVSU’s campus to provide eligible undergraduate and graduate students with part-time employment.

Scope of Work: Under the lease, UMMC will provide:
  - 6952 square feet of space to FedEx;
  - Repair and renovate the premises pursuant to Agreement Exhibit B;
  - Parking
  - MVSU will be responsible for maintaining the following:
    o Heating and cooling equipment
    o Electrical equipment and plumbing pipes and fixtures
    o All fire and safety and security equipment and services
    o Roof and exterior of building
    o All grounds
    o Repairs to structural elements and equipment of the building as needed.
Term of Contract: The initial term of the agreement is for five (5) years with an option for renewal for two (2) additional 3-year terms for a total of eleven (11) years. The agreement shall commence on the date it is executed by the last party.

Termination Options: The agreement may be terminated for the following:
- Upon the mutual, written agreement of the parties

Contract Amount: The total rent revenue generated during the 5-year lease term is $447,013.80. The second three-year renewal total revenue generated during the 3-year term is $218,988.00 and the third three-year renewal total revenue generated during the 3-year term is $218,988.00. The total estimated amount of utilities as displayed in Agreement Exhibit C as $852.10, which would total $112,477.20 over 11 years. The agreement total for eleven years would equal $997,467.00. MVSU’s base rent is $10.50 per square foot, $2.36 for requested modifications.

| Initial 5 Year Term Rent Total | $364,980.00 |
| Build Out Reimbursement Due in Initial 5 Year Term | $  82,033.80 |
| 2nd 3 Year Term Total | $218,988.00 |
| 3rd 3 Year Term Total | $218,988.00 |
| Total Utilities for 11 Years | $112,477.20 |
| Total Lease Agreement | $997,467.00 |

Funding Source for Contract: Revenue generating.

Contractor Selection Process: N/A
Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than $100,000. Legal Staff has reviewed the proposed Lease Agreement between MVSU and FedEx Trade Networks Transport & Brokerage, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. UMMC-REQUEST FOR APPROVAL FOR AMENDMENT TO A LEASE AGREEMENT WITH BONDURANT HOLDEN PARTNERSHIP

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Lease Agreement with Bondurant Holden Partnership (Bondurant Holden) for 4,341 square feet of medical office space located at 1900 Grandview Drive in Grenada, Mississippi. The space is utilized by UMMC Grenada’s Women’s Health Clinic. The Amendment will extend the term of the Lease Agreement an additional five (5) years, adjust the rent for the new term, and add other required terms and conditions.

Contractor’s Legal Name: Bondurant Holden Partnership
History of Contract: On April 24, 2014, the Board approved the Lease Agreement between UMMC and Bondurant Holden. The five (5) year lease will expire April 30, 2019. UMMC wishes to extend the existing lease for an additional five (5) year term.

Specific Type of Contract: Amendment to Lease Agreement

Purpose: The purpose of the Amendment is to extend the term of the Lease Agreement an additional five (5) years, adjust the rent for the new term, and add other required terms and conditions. The purpose of the Lease Agreement is to lease 4,341 square feet of medical office space located at 1900 Grandview Drive in Grenada, Mississippi, which is adjacent to UMMC Grenada. The space is utilized by UMMC Grenada’s Women’s Health Clinic.

Term of Contract: The original term of the Lease Agreement was five (5) years. The Amendment will extend the term an additional five (5) years, for a total amended term of ten (10) years, from May 1, 2014, through April 30, 2024.

Termination Options: Termination options include:

- By Bondurant Holden in the event UMMC fails to pay rent timely or otherwise breaches the Lease Agreement;
- By either party upon 60 days’ written notice to the other party; and
- Failure by UMMC to comply with applicable E-Verify provisions.

Contract Amount: The total cost of the amended Lease Agreement over the ten (10) year term is $665,693.05. The original Lease Agreement was approved for a total five (5) year cost of $308,428.05, including base rent of $11.00 per square foot and common area maintenance (CAM) costs of $3.21 per square foot. The Amendment will increase the base rent to $13.25 per square foot, and CAM remains the same at $3.21 per square foot. The cost of the Amendment over the five (5) year extended term is $357,265.

Funding Source for Contract: The lease will be funded through patient revenue.

Contractor Selection Process: UMMC is currently contracted with Bondurant Holden to lease the space.

Staff Recommendation: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of leases in an amount greater than $100,000. Legal Staff has reviewed the proposed Lease Agreement between the University of Mississippi Medical Center and Bondurant Holden Partnership for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
4. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH BOSTON SCIENTIFIC CORPORATION (Interventional Cardiology)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with Boston Scientific Corporation to purchase various consumable commodities and equipment for the use during interventional cardiovascular procedures. The commodities and equipment include drug-eluting stents, catheters, and guidewires.

**Contractor’s Legal Name:** Boston Scientific Corporation (Boston Scientific)

**History of Contract:** On May 18, 2017, the Board approved a two (2) year purchase agreement with Boston Scientific to purchase the consumable commodities and equipment for the use during interventional cardiovascular procedures, up to a cost of $3,000,000. The agreement will expire on May 31, 2019.

**Specific Type of Contract:** Interventional Cardiology Agreement.

**Purpose:** The purpose of this agreement is to purchase various consumable commodities and equipment for the use during interventional cardiovascular procedures, including commodities and equipment include drug-eluting stents, catheters, and guidewires. In exchange for a commitment to purchase at least ninety percent (90%) of UMMC’s purchases of interventional cardiology products from Boston Scientific, UMMC will receive additional discounts and rebates on its purchases.

**Scope of Work:** Under the agreement, Boston Scientific will:

- provide discounted pricing on all items listed in the agreement;
- pay UMMC a semi-annual rebate on each drug eluting stent purchased during the contract term, so long as UMMC purchases in excess of a minimum volume of stents and balloon catheters;
- meet quarterly with UMMC to assess UMMC’s compliance of the 90% commitment; and
- provide training on the safe and effective use of the products and pay for modest and reasonable travel, lodging, and meals for UMMC physicians attending training.

UMMC will:

- utilize Boston Scientific as its primary vendor for drug-eluting stents and coronary balloon catheters, with a minimum commitment of 90% of total purchases of these products; and
- meet quarterly with Boston Scientific to assess UMMC’s compliance of the 90% commitment.
Term of Contract: The term of the agreement is twenty-four (24) months, June 1, 2019 through May 31, 2021.

Termination Options: The agreement may be terminated for the following:

- by Boston Scientific in the event UMMC issues a RFP more than six (6) months prior to expiration of the Agreement, requests a price refresh or takes any other action to lower its pricing;
- in the event of a reduction of funds available to UMMC;
- by Boston Scientific upon thirty (30) days’ written notice for UMMC’s failure to meet its purchase commitments;
- by either party upon thirty (30) days’ written notice;
- immediately upon Boston Scientific’s ineligibility to participate in any federal or state healthcare programs; and
- failure by Boston Scientific to comply with the federal E-Verify Program.

Contract Amount: The total estimated cost over the twenty-four (24) month term is $2,522,695. UMMC has included a projected 5% annual growth in volume.

Funding Source of Contract: The agreement will be funded by patient revenues.

Contractor Selection Process: The interventional cardiology products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Boston Scientific Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. **UMMC – REQUEST FOR APPROVAL FOR AMENDMENT WITH BOSTON SCIENTIFIC CORPORATION (Watchman Left Atrial Appendage Closure Technology)**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its agreement with Boston Scientific Corporation to extend the term of the agreement, update the procedure pricing program, amend the rebate program, and add other required terms and conditions. UMMC also requests approval to add or remove products covered by the Agreement without requiring prior submission for Board approval, so long as there is adequate funding remaining.
Contractor’s Legal Name: Boston Scientific Corporation (Boston Scientific)

History of Contract: On March 16, 2017, the Board approved a twenty-five (25) month agreement with Boston Scientific to purchase various consumable commodities and equipment for the use of the Watchman Left Atrial Occlusion Device. The device is used in cardiac procedures to reduce the risk of thromboembolism from the left atrial appendage in patients who are at increased risk for stroke. The current agreement expires on May 31, 2019. UMMC wishes to extend the term for an additional two (2) years.

Specific Type of Contract: Contract amendment

Purpose: The purpose of the amendment is to extend the term of the agreement, update the procedure pricing program, amend the rebate program, and add other required terms and conditions. The purpose of the Agreement is to secure discounted pricing from Boston Scientific for consumable commodities and equipment used specifically with the Watchman device. The device is used in cardiac procedures to reduce the risk of thromboembolism from the left atrial appendage in patients who are at increased risk for stroke and systemic embolism.

Scope of Work: Under the agreement, Boston Scientific will:

- provide training for performing physicians;
- provide clinical case support onsite for all procedures as requested;
- provide up to three (3) devices and three (3) access systems for the price of one (1) procedure; and
- pay UMMC a quarterly rebate so long as UMMC purchases in excess of a minimum quantity of devices.

UMMC will:

- purchase an initial order of products of varying sizes to establish inventory;
- as procedures are performed, order the appropriate products to maintain inventory equal to the initial order;
- exchange expiring products with Boston Scientific at no additional cost; and
- purchase in excess of a minimum amount of other Boston Scientific cardiovascular products in order to receive discounted pricing.

Term of Contract: The term of the amended Agreement is four (4) years and one (1) month, from May 1, 2017, through May 31, 2021. The original Agreement was for a term of twenty-five (25) months. The term of the amendment is two (2) years.
Termination Options: The agreement may be terminated for the following:

- by either party upon thirty (30) days’ written notice;
- in the event of a reduction of funds available to UMMC;
- immediately upon Boston Scientific’s ineligibility to participate in any federal or state healthcare programs;
- immediately by either party in the event of a change in law and the parties cannot agree to an amendment to maintain compliance with those laws; and
- failure by Boston Scientific to comply with the federal E-Verify Program.

Contract Amount: The total estimated cost of the amended Agreement is $4,200,000. The total cost of the original Agreement was estimated to be $2,200,000. During the extended term, UMMC anticipates the need for an additional $2,000,000, which includes projected increases in procedure volume growth.

Funding Source of Contract: The agreement will be funded by patient revenues.

Contractor Selection Process: The Watchman products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Boston Scientific Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. UMMC-REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH CAPITAL AIR BALANCE, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Testing and Balancing Services Agreement with Capital Air Balance, Inc. (CAB) to provide professional services related to the testing and balancing of the mechanical and plumbing systems related to the Children’s Hospital Expansion project.

Contractor’s Legal Name: Capital Air Balance, Inc.

History of Contract: This is a new Testing and Balancing Services Agreement for the Children’s Hospital Expansion Project. Throughout construction, certain tests will be performed to ensure that air pressure, water flow, air flow, and sequence of controls operation conform to the specifications required with the construction of the building. For
example, measurements will be taken of the air flow in each room. The measurements will then be compared against the engineer’s required air flow. Adjustments to the controls and/or equipment will be made as necessary. Room pressurization will also be tested to ensure that the positive/negative pressure complies with the Engineer’s design.

**Specific Type of Contract:** This is a new Testing and Balancing Services Agreement.

**Purpose:** The purpose of the Agreement is to provide testing and balancing services for the Children’s Hospital Expansion. Throughout construction, certain tests will be performed to ensure that air pressure, water flow, air flow, and sequence of controls operation conform to the specifications required with the construction of the building.

**Scope of Work:** Under the Agreement, CAB will:
- Provide a designated individual responsible for the administration of this agreement;
- Provide testing, balancing and adjustment services for the following mechanical systems: air distribution, air handling units, hot water heating units and pumps, chilled water systems and pumps, heating and cooling coils, existing air distribution systems affected by new installation, and temperature controls;
- Coordinate any work needed with other trades;
- Review duct work drawings and make any needed recommendations;
- Keep dust, dirt, and debris to a minimum and reinstall removed ceiling tiles to original positions at the end of each workday;
- Provide an extended warranty of ninety (90) days after completion of test and balance work; and
- Provide a test and balance final report.

**Term of Contract:** The term of the Agreement is three (3) years, beginning May 1, 2019, and ending April 30, 2022.

**Termination Options:** The Agreement may be terminated as follows:
- By UMMC if CAB fails to comply with E-verify;
- By UMMC with or without cause upon thirty (30) days written notice;
- By UMMC if CAB refuses or fails to perform any of the provisions of the Agreement, fails to timely satisfy the Agreement, or commits any other substantial breach of the Agreement, and CAB fails to cure the breach within ten (10) days;
- Immediately by UMMC of CAB’s ineligibility to participate in any federal or state healthcare programs;
- By UMMC in the event of a reduction or nonavailability of funds;
- By either party in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

**Contract Amount:** The total cost of this Agreement is $252,560.00, which includes professional fees of $250,560.00 and an estimated cost of travel expenses.
**Funding Source of Contract:** The Agreement will be funded by long-term and intermediate term fixed bond rates, state appropriations, patient revenues, and development funds.

**Contractor Selection Process:** In December 2018, UMMC conducted Request for Proposal (RFP) no. 1261 for Testing and Balancing Services. UMMC received two (2) responses to the RFP from CAB and Air Balance Professionals. After reviewing the proposals, a selection committee composed of representatives from UMMC’s Planning, Design, and Construction Department unanimously elected to award the project to CAB due to its experience in working in healthcare/hospital facilities.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Capital Air Balance, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

7. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO FIFTH AMENDMENT TO STANDARD LICENSE AGREEMENT WITH CLINICAL DRUG INFORMATION LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into the Fifth Amendment to the Standard License Agreement with Clinical Drug Information, LLC (CDI) (successor-in-interest to Wolters Kluwer Health, Inc.) for the Medi-Span drug databases. The Fifth Amendment will extend the current license term for one (1) additional year and add an insurance provision to the Agreement.

**Contractor’s Legal Name: Clinical Drug Information, LLC**

**History of Contract:** On August 19, 2010, the Board approved UMMC’s purchase of the Epic Enterprise System. As part of that initial Epic contract, there was a trial agreement with Wolters Kluwer for the Medi-Span licenses. UMMC entered into the initial trial licenses agreement in October of 2010 for a trial period of up to twenty-four (24) months. Also, in October 2010, UMMC decided to convert to the Standard License Agreement, executing same, but the effective date of the agreement was not until after the trial period and UMMC’s first live use of the products, which was June 1, 2012. UMMC did not incur costs for the products until June 1, 2012. The initial term of the Standard License Agreement was three (3) years. In February 2014, UMMC and Wolters Kluwer executed the First Amendment to the Standard License Agreement to add additional database access. The total cost of the initial term, including the First Amendment, was $310,370.
On October 20, 2016, the Board approved the Second Amendment to the Standard License Agreement to extend the term of the license through May 31, 2017, and to increase the volume of licenses. The cost of the Second Amendment was $98,342, which brought the total cost of the amended agreement to $408,712. On May 18, 2017, the Board approved the Third Amendment to the Standard License Agreement that extended the term of the license through May 31, 2018 and increased the license volume for ambulatory visits to account for licenses to provide content access to ECC clients. The cost of the Third Amendment was $102,292, which brought the total cost of the amended agreement to $511,004.

On April 19, 2018, the Board approved the Fourth Amendment to the Standard License Agreement that extended the term of the license through May 31, 2019, added the Drug Therapy Monitoring System v2.2 to the licensed product list, and added the Mississippi Department of Health (MSDH) as an affiliated location to enable MSDH access to the licensed content as part of the Epic Community Connect (ECC) project. The cost of the Fourth Amendment was $105,872, which brought the total cost of the amended agreement to $616,876.

**Specific Type of Contract:** This is the Fifth Amendment to the Standard License Agreement.

**Purpose:** The purpose of the Fifth Amendment is to extend the term of the current license agreement for one (1) year.

**Scope of Work:** Under the amended agreement, CDI will continue to provide access to the Medi-Span Knowledge databases used within the Epic Enterprise clinical application for both UMMC and UMMC’s ECC clients. The Knowledge databases include the following:

- **Core Package of Knowledge databases:**
  - Medi-Span Electronic Drug File
  - Medical Conditions Master Database
  - Database- Clinical Files
  - Master Parameters Database
  - Dose-Chek
  - Drug Lab Conflict Database
  - Drug Therapy Monitoring System (DTMS)
  - Drug Dosing & Administration Database
  - Duplicate Therapy Database
  - Precautions Database
  - Adverse Drug Effects Database
  - Drug Allergy Cross-Reference File
  - Drug Indications Database
  - Drug Therapy Monitoring System V2.2

- **Optional Add ons:**
**Term of Contract:** The term of the amended Agreement is eight (8) years, beginning June 1, 2012, and ending May 31, 2020. The Fifth Amendment extends the Agreement by one (1) year.

**Termination Options:** The amended agreement may be terminated as follows:

- Either party may give written notice of non-renewal in its sole and absolute discretion, without cause and without stating any reason therefore, provided that such notice is given at least thirty (30) days prior to the end of the term then in effect; and
- Either party may terminate this license on thirty (30) days written notice, if the other party has materially breached any provision of this agreement, and such breach has not been cured within such thirty (30) day period.

**Contract Amount:** The estimated cost of the Fifth Amendment is $120,780, as described below. The total estimated cost of the amended agreement is $737,656.

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<th>AHFS</th>
<th>RXNorm</th>
<th>Drug Allergy File</th>
<th>ICD-10-CM/PCS Disease Code Mapping File</th>
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*The EpicCare Ambulatory cost includes a discounted rate of 50% off list price.

**Funding Source of Contract:** This agreement will be funded through hospital patient revenue for licenses utilized by UMMC, but for licenses for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client.

**Contractor Selection Process:** UMMC is currently contracted with Clinical Drug Information LLC.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement.
between the University of Mississippi Medical Center and Clinical Drug Information, LLC. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

8. **UMMC-REQUEST TO AMEND AND RESTATE GROUND LEASE WITH THE MERIDIAN AT FONDREN, LLC TO ENABLE REFINANCING**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend and restate its ground lease with The Meridian at Fondren, LLC (The Meridian) to revise terms required by The Meridian’s refinancing lenders. The ground lease is for a mixed use development, including residential apartments, retail, and office space.

**Contractor’s Legal Name:** The Meridian at Fondren, LLC

**History of Contract:** On April 24, 2014, the Board approved the ground lease with The Meridian.

**Specific Type of Contract:** This is an amended and restated ground lease.

**Purpose:** The purpose of the amendment and restatement of the ground lease is to enable the project to be refinanced by the owners of The Meridian. The current ground lease was for the development, construction, ownership, and management a mixed use facility on UMMC property for the benefit of UMMC students, faculty, and employees, as well as the Jackson community. The mixed use facility includes residential apartments, retail space, and office space. The project is currently financed through a construction loan and it is time for the Lessee to refinance the project through a more traditional loan.

**Scope of Work:** Under the amended and restated agreement, The Meridian remains responsible for:
Term of Contract: The amended and restated agreement does not change the term of the ground lease. This is a forty (40) year ground lease with the option of two (2) twenty (20) year renewal terms. The effective dates of the ground lease are June 1, 2013, through May 31, 2053.

Termination Options: The contract may be terminated:
- Either party may cancel the agreement with thirty (30) days prior written notice to the other party;
- In the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC; and,
- Failure by The Meridian to comply with the federal E-Verify Program.

Contract Amount: The total estimated revenue to be earned under the ground lease agreement remains approximately $9,480,140.00.

Funding Source for Contract: This is a revenue lease agreement.

Contractor Selection Process: UMMC is currently contracted with The Meridian.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than $100,000. Legal Staff has reviewed the proposed Lease Agreement between the University of Mississippi Medical Center and the Meridian at Fondren, LLC for
9. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI BLOOD SERVICES, INC. (Grenada)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with the Mississippi Blood Services, Inc., a non-profit organization, for the provision of a continuous supply of human blood and blood products to UMMC Grenada.

**Contractor’s Legal Name:** Mississippi Blood Services, Inc. (MBS)

**History of Contract:** On May 15, 2014, the Board approved a five (5) year agreement with MBS for a total cost of $1,802,807.97. The agreement will expire on May 31, 2019.

**Specific Type of Contract:** Hospital Services Agreement.

**Purpose:** The purpose of the Agreement is for the provision of a continuous supply of blood and blood products for UMMC patients requiring human blood and/or blood product transfusions. MBS’s fees are not for the actual human blood or blood product itself, as all human blood or blood products are obtained through volunteer donors; rather, the fees are developed based upon the cost MBS incurs to collect, process (including required FDA testing), store, and distribute the human blood and/or blood products.

**Scope of Work:** Under the agreement, MBS will:

- furnish an inventory stock of human blood commensurate with UMMC’s normal daily needs, drawn from volunteer donors, and tested in accordance with current Good Manufacturing Practice and FDA Standard specifications,
- extend discounted pricing for UMMC’s status as a Primary Hospital,
- provide services including staff and medical director availability for questions, frequent visits, one-on-one consultations, training, assistance to prepare for inspections, and lab services,
- attempt to locate rare or special unit blood if needed by UMMC,
- attempt to move blood and/or blood products nearing expiration and attempt to locate another hospital that may use it, and
- issue return credit for red blood cells, random and apheresis products, fresh frozen plasma and cryoprecipitate, and recalled products.

UMMC will:

- sponsor blood drives only with MBS and host a minimum of four (4) blood drives each year,
be a Primary Hospital, which looks to MBS for all its blood needs and agrees to pursue secondary sources of supply only if MBS is unable to meet its needs,
• comply with FDA and the American Association of Blood Banks (AABB) requirements for storage and distribution of blood products, and
• utilize the older blood products first whenever possible to avoid the loss of blood and to furnish MBS with daily inventory and usage information concerning the disposition of all blood in UMMC’s inventory.

**Term of Contract:** The term of the agreement is for two (2) years and one (1) month, from June 1, 2019, through June 30, 2021. This expiration will be coterminous with UMMC’s agreement for its main campus locations.

**Termination Options:** The agreement may be terminated for the following:

• by UMMC should MBS improperly use or disclose protected health information, and
• by either party may terminate upon 60 days written notice.

**Contract Amount:** The total estimated cost of the Agreement over the twenty-five (25) month term is $808,392.87. Fees for the provision of the blood and blood products are fixed for the first year of the Agreement, and subject to price increases thereafter. UMMC has calculated a potential five percent (5%) price increase each year, as well as a potential five percent (5%) patient volume increase.

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** MBS, the only local distributor of blood and blood products, is UMMC Grenada’s current supplier.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Mississippi Blood Services, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

10. **UMMC-REQUEST FOR APPROVAL TO AMEND AGREEMENT WITH MISSISSIPPI BLOOD SERVICES, INC. (Jackson)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its agreement with the Mississippi Blood Services, Inc., a non-profit organization, for blood and blood related products, to update pricing, allow for a Unit Incentive Plan rebate program, and add required terms and conditions. The Unit Incentive
Plan rebate program will allow UMMC to receive an annual rebate payment based on the quantity of units of blood donated by the UMMC and the University of Mississippi.

Contractor’s Legal Name: Mississippi Blood Services, Inc. (MBS)

History of Contract: On June 21, 2018, the Board of Trustees approved a three (3) year agreement with MBS for a total cost of up to $36,808,486.99. The Agreement will expire on June 31, 2021.

Specific Type of Contract: Amendment to Hospital Services Agreement.

Purpose: The purpose of the Amendment is to update pricing, allow for a Unit Incentive Plan rebate program, and add required terms and conditions. The Unit Incentive Plan rebate program will allow UMMC to receive an annual rebate payment based on the quantity of units of blood donated by the UMMC and the University of Mississippi. The purpose of the Agreement is to provide a continuous supply of blood and blood products for patients who require human blood and/or blood product transfusions. MBS’s fees are not for the actual human blood or blood product itself, as all human blood or blood products are obtained through volunteer donors; rather, the fees are developed based upon the cost MBS incurs to collect, process (including required FDA testing), store, and distribute the human blood and/or blood products.

Scope of Work: Under the agreement, MBS will:

- furnish an inventory stock of human blood commensurate with UMMC’s normal daily needs, drawn from volunteer donors, and tested in accordance with current Good Manufacturing Practice and FDA Standard specifications,
- extend discounted pricing for UMMC’s status as a Primary Hospital,
- provide services including staff and medical director availability for questions, frequent visits, one-on-one consultations, training, assistance to prepare for inspections, and lab services,
- attempt to locate rare or special unit blood if needed by UMMC,
- attempt to move blood and/or blood products nearing expiration and attempt to locate another hospital that may use it,
- issue return credit for red blood cells, random and apheresis products, fresh frozen plasma and cryoprecipitate, and recalled products, and
- MBS will pay an annual rebate to UMMC if the units of blood donated by the University of Mississippi, including all University of Mississippi Hospital and campus locations, exceed a certain threshold.
UMMC will:

- sponsor blood drives only with MBS and host a minimum of four (4) blood drives each year,
- create a blood drive committee tasked with organizing and recruiting donors for the four blood drives per year,
- be a Primary Hospital, which looks to MBS for all its blood needs and agrees to pursue secondary sources of supply only if MBS is unable to meet its needs,
- comply with FDA and the American Association of Blood Banks (AABB) requirements for storage and distribution of blood products, and
- utilize the older blood products first whenever possible to avoid the loss of blood and to furnish MBS with daily inventory and usage information concerning the disposition of all blood in UMMC’s inventory.

Term of Contract: The Amendment does not change the term of the Agreement, which remains three (3) years, from July 1, 2018, through June 30, 2021.

Termination Options: The agreement may be terminated for the following:

- by UMMC should MBS improperly use or disclose protected health information, and
- by either party may terminate upon 60 days written notice.

Contract Amount: The Amendment does not change the total cost of the Agreement. The total estimated cost of the Agreement remains $36,808,486.99. Fees for the provision of the blood and blood products are fixed for the first year of the Agreement, and subject to price increases thereafter. UMMC has calculated a potential five percent (5%) price increase each year, as well as a potential ten percent (10%) volume increase.

Funding Source of Contract: The agreement will be funded by patient revenues.

Contractor Selection Process: MBS, the only local distributor of blood and blood products, is UMMC’s current supplier.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Mississippi Blood Services, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
11. **UMMC-REQUEST FOR APPROVAL TO AMEND CURRENT SERVICE AGREEMENT WITH TAVOCA INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an addendum to the Service Agreement with Tavoca Inc. (Tavoca) to extend the current term of the agreement and to enable the on-demand text messaging feature. UMMC would like to extend the use of Tavoca to additional departments and expand the type of automated messages that are sent to patients. In addition, UMMC requests approval for additional funding to support the extension in term and expansion of services.

**Contractor’s Legal Name:** Tavoca Inc.

**History of Contract:** On November 17, 2016, the Board approved the Service Agreement with Tavoca for its automated patient messaging system. The agreement term is five (5) years, from December 1, 2016, through November 30, 2021. The total approved cost was $305,625.00. The automated patient messaging system has been beneficial to UMMC, and UMMC wishes to expand its use to additional UMMC departments and extend the term of the agreement. On March 21, 2019, the Department of Information Technology Services Board approved UMMC’s request for additional funds for this agreement.

**Specific Type of Contract:** This is an Addendum to the Service Agreement.

**Purpose:** The purpose of the addendum is to expand the use of the automated patient messaging system for appointment reminders and notifications to additional UMMC departments, as well as to extend the term of the agreement. The system is an automated messaging system that UMMC utilizes to send all appointment-based messages, including reminders, no-show follow up, annual exam due notices, wellness messages, disease management messages, and emergency closing messages. Messages are sent via phone, text (SMS), and/or email. When patients are reminded of scheduled appointments or notified for necessary medical information, it greatly reduces the number of missed appointments, as well as causes of lost revenue for UMMC.

**Scope of Work:** Under the addendum, Tavoca will continue to:

- provide an automated messaging solution to contact patients regarding appointments or other notifications through telephone calls, text messages, email, and/or smart phone application;
- include a unique short-code number for UMMC on text (SMS) messages;
- provide opt-in and opt-out options for text (SMS) messaging services; and
- make up to ten (10) telephone dial attempts for the cost of one (1) appointment-based message.

UMMC will ensure that every telephone number submitted to Tavoca for call generation shall be for medical messaging only.
Term of Contract: The term of the amended agreement will be seventy-nine (79) months, from December 1, 2016, through June 30, 2023. The addendum will become effective on May 1, 2019, and extends the term of the agreement to June 30, 2023. The original agreement was set to end November 30, 2021.

Termination Options: The Agreement may be terminated as follows:
- in the event of a reduction of funds available to UMMC;
- by either party upon breach of the agreement;
- by either party at any time upon a thirty (30) days’ written notice;
- Tavoca’s failure to comply with the federal E-Verify Program; and
- in the event that Tavoca improperly uses or discloses protected health information.

Contract Amount: The total estimated cost of the amended agreement is $1,463,463.55. The original approved cost was $305,625.00; the estimated cost of the addendum is $1,157,838.55.

Funding Source for Contract: The contract will be funded by hospital patient revenue.

Contractor Selection Process: In December 2015, UMMC conducted Request for Proposal (RFP) 1215 for patient appointment reminder service and UMMC received five (5) proposals. The selection committee unanimously selected Tavoca based upon the highest consensus score for cost and non-cost evaluation criteria.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between UMMC and Tavoca Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

**Board Policy §902, Initiation of Construction Projects**

The Board must approve the initiation of a project for the construction of new facilities, repairs and renovations to existing facilities and requests for a capital outlay with a total project budget exceeding $1,000,000 regardless of how the projects are financed. It is the intent of the Board that its appropriate staff under the direction of the Commissioner shall be involved in all phases of building projects requiring approval by the Board. All construction, repairs, and renovation projects with a total budget of $1,000,000 or less may be approved by the Institutional Executive Officer. However, all projects utilizing any state bond funds, including Ayers funds, must be initiated with STAFF approval from the Office of Real Estate and Facilities. No further approvals are required by IHL staff for projects of $1,000,000 or less unless the budget changes. All budget changes for these projects must be reported to the Office of Real Estate and Facilities.

**Board Policy §904(A), Board Approval**

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.
2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;
3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and
4. The design professional previously approved by the Board has not changed.
If the above four conditions have been met, the Board’s Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution’s property even if the land is leased to an institution’s affiliated entity or a private developer.

**Board Policy §905(A), Real Estate Management**

Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

**Board Policy §905(B), Real Estate Management**

Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board’s Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a “no further action” letter from the State’s Department of Environmental Quality.

**Board Policy §917, Naming of Buildings and Facilities**

Board approval must be obtained prior to naming or re-naming any institutional building or facility. However, assigning generic names which are descriptive of the functions served by a building – such as “University Athletic Training Facility” or “Chemistry Building”— does not require Board approval, unless the building has an existing non-generic name which is to be changed or modified. Board approval must also be obtained prior to naming or re-naming any building or facility built on university property leased to a university affiliated entity, a private developer or any other individual or entity.
Board Policy §919, Pre-requisites for Building Modification or Demolition

Prior to scheduling a building on an institution’s property for restoration, improvement, construction, repair, renovation, rehabilitation, demolition or similar work, the institution shall secure an inspection and approval from the Mississippi Department of Environmental Quality and a permit or written permission from the Mississippi Department of Archives and History authorizing the requested building action. After obtaining approval from these two agencies, a request for the building modification or demolition shall be submitted to the Board for approval. The request to the Board must include documentation evidencing approval by the Department of Environmental Quality and the Department of Archives and History.

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

IHL PROJECTS .................................

1. MSU – IHL 205-291 – Preplan Transit Facility

Project Request: Mississippi State University requests approval to initiate a project, Preplan Transit Facility, and to appoint Shafer Zahner Zahner, PLLC as the design professional.

Proposed Project Professional: Shafer Zahner Zahner, PLLC

Selection Method: The project budget is not anticipated to exceed $3M however the university opted to use the RFQ method for the selection of the design professional.

Purpose: Mississippi State University is seeking to initiate the project to allow the university to proceed with preplanning of the project. MSU will submit a subsequent agenda item at a future board meeting to raise the project budget and better define the scope of the project once it has been determined by the design professional.

Project Scope: The university will preplan a new transit facility on the campus of MSU. The project will include architectural, structural, mechanical, plumbing, electrical, and required furnishings. The facility will consist of approximately 10,000 GSF.

Mississippi State University is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project
initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

**Project Initiation Date:** April 18, 2019

**Date of Original Construction:** New Building

**Date of Last Renovation:** New Building

**Proposed Project Budget:** (Design Fees Only)

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**Total Project Budget** $150,000.00

**Proposed Funding Source(s):** Parking and Transit/MSU Funds ($150,000)

**Staff Recommendation:** Board staff recommends approval of this item.

2. **UM – IHL 207-452 – Thad Cochran Natural Products Center – Roof Replacement**

**Project Request:** The University of Mississippi requests approval to initiate a project, Thad Cochran Natural Products Center – Roof Replacement, and to appoint Shafer Zahner Zahner, PLLC as the design professional.

**Proposed Project Professional:** Shafer Zahner Zahner, PLLC

**Selection Method:** The project budget is not anticipated to exceed $3M therefore the university is not required to use the RFQ method for the selection of the design professional.

**Purpose:** The University of Mississippi is seeking to initiate the project to allow the university to proceed with the design phase of the roof replacement project. Due to numerous roof penetrations and exposure to vapors from exhaust hoods, the roof has exceeded its useful life.
Project Scope: This project will remove the existing 19-year-old, single ply membrane roof and replace it with a new 2-ply modified, twenty-year roof system.

The University of Mississippi is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: April 18, 2019

Date of Original Construction: 2002

Date of Last Renovation: Additions in 2009 and 2016

Proposed Project Budget:

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Total Project Budget: $1,400,000.00

Proposed Funding Source(s): Internal R&R Funds ($1,400,000)

Staff Recommendation: Board staff recommends approval of this item.
3. **UMMC – IHL 209-566 – Day Surgery and Patient Care Units Expansion**

**Project Request:** The University of Mississippi Medical Center requests approval to increase the budget for the Day Surgery and Patient Care Units Expansion project. The budget will increase from $11,000,000.00 to $12,733,495.00, for an increase of $1,733,495.00. In addition, UMMC requests to modify the scope of the project.

**Current Project Phase:** Design Phase

**Design Professional:** ESA Architects

**General Contractor:** TBD

**Prior Budget Increases:** The project was initiated with the Board in April of 2018 with a budget of $11,000,000.00. This is the first budget escalation request made for this project by the university.

**Purpose/Justification:** The University of Mississippi Medical Center is seeking to increase to budget to reflect the updated project costs associated with the modification of project scope.

**Project Scope:** The original scope of the project was to expand the existing day surgery suite and provide design for the build-out of the shelled floors in the existing Critical Care Hospital and Adult Hospital. The future build-out will provide expansion of ICU, Psychiatric and Med/Surg facilities. The new scope of work will build-out the remaining half of the 7th floor of the Adult Hospital for Medical / Surgical beds while providing design only for future Day Surgery, Psychiatric and ICU build-outs. The budget will increase from $11,000,000 to $12,733,495.

The University of Mississippi Medical Center is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases and changes in funding sources / scope to the Board for approval.

**Project Initiation Date:** April 19, 2018
Proposed Project Budget:

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Total Project Budget $ 11,000,000.00 $ 12,733,495.00 $ 1,733,495.00

Funding Source(s): UMMC SSA [Shared Services Account] – Building Improvement Funds ($12,733,495)

APPROVAL OF OTHER REAL ESTATE REQUESTS

4. MSU – Delete from Inventory and Demolish – Building #2221 – Starkville, Mississippi

Project Request: Mississippi State University requests approval to delete from inventory and demolish Building #2221 located in Stoneville, Mississippi.

Justification: This building is a trailer house that is not used and is in poor condition and no longer serves the mission of the university. This building is located on the main campus in Starkville.

The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

Staff Recommendation: Board staff recommends approval of this item.
5. **UM – Approval of Sale of Property – 36.66 acres of Vacant Land – Marion County, Arkansas**

**Project Request:** The University of Mississippi requests approval to sell real property via a Quitclaim Deed to Troy Hall at a sales price of $11,800.00.

**Purpose:** Troy Hall has requested to purchase 36.66 acres of land located in Marion County, Arkansas. The transfer of this real estate will provide the Grantee all of the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, revision, remainder and easement thereto belonging or in otherwise appertaining.

**Appraisals:** The University of Mississippi received two independent property appraisals for the property. The first appraisal was in the amount of $10,600. The second appraisal was in the amount of $13,000. The average of the two appraisals was $11,800. The University of Mississippi is selling the property for $11,800 which is the average of the two appraisals.

**Property Description:** Parcel of land approximately 36.66 acres of land located off Marion County 6061 in the City of Flippin, Marion County, Arkansas. The land is situated in the S1/2 NE SW SW AND N1/2 SE SW SW, ALSO S3/4 E1/2 SE SW, S2/3 NW SE SW AND N1/2 SW SE SW in Section 13, Township 18 North, Range 15 West, Marion County, Arkansas.

**Terms:** Seller grants, bargains, sells, conveys and quitclaims unto Buyer the above described property, together with all of the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, revision, remainder and easement thereto belonging or in otherwise appertaining. The conveyance is subject to any prior reservations of oil, gas or other minerals by predecessors in title, any flood plain or drainage issues and any solid waste liens, rights of way and easements for public roads and public utilities, subdivision, zoning regulations and ordinances in effect in the City of Flippin, Arkansas, all applicable building restrictions of record, any law, ordinance or government regulation which restricts, regulates or prohibits the occupancy, use or location of any improvement created on the Property. Any taxes and special assessments due on or before closing shall be the responsibility of the Seller. Seller shall furnish an owner’s policy of title insurance. Real Property Transfer Tax will be split evenly between the parties.

**Termination Options:** None

**Environmental Phase I:** A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.
A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sell price of property to be disposed shall not be below the average of the two appraisals.

**Staff Recommendation:** The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.

6. **UMMC – IHL 209-566 – Day Surgery and Patient Care Units (Sole Source)**

**Project Request:** The University of Mississippi Medical Center requests approval to Sole Source the HVAC Controls portion of the Day Surgery and Patient Care Units Expansion project.

**Design Professional:** ESA Architects

**Selection Method:** The project budget exceeds $3M so the university used the RFQ method for the selection of the design professional.

**Purpose:** The University of Mississippi Medical Center is requesting approval to sole source the HVAC Controls portion of this renovation project as an extension of the existing Johnson Controls system. Funds are provided within the construction project budget.

**Project Scope:** This project will build out the north shelled area of the 7th floor in the Adult Hospital for patient beds.

**Sole Source Justification:** UMC feels it to be in their best interest to extend the existing Johnson Controls System as a sole source to insure the operational integrity of the existing building system. The estimated value of the existing Johnson Controls EMCS is approximately $960,000. The probable cost of the project EMCS modifications is $160,000 for a 16.7% modification. According to IHL and Bureau of Building EMCS procurement protocol for existing systems, the EMCS can and should be procured by single source procurement since the portion of the new controls is less than 25% of the existing controls system as long as approval is obtained prior to bidding.

**Project Initiation Date:** April 19, 2018
Project Budget:

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**Total Project Budget** $12,733,495.00

**Funding Source(s):** UMMC SSA [Shared Services Account] – Building Improvement Funds ($12,733,495)

**Staff Recommendation:** The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.
1. **MSU – APPROVAL TO RENEW CONTRACT WITH BROWN & LANGSTON, PLLC AS OUTSIDE COUNSEL**

Mississippi State University requests approval to modify a contract with Brown & Langston, PLLC, to provide services necessary in assisting the University with real estate matters. This contract originated May 17, 2012 and has been renewed with Modifications #1 - #6, each extending the term for one year. Modification #7 will extend the term of the contract for one (1) year or through May 16, 2020. The original rate of $165 per hour remains unchanged with the total amount payable during the extension period not to exceed $10,000. All other provisions of the Agreement for Legal Services dated May 17, 2012 shall remain in effect. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000 for all claims. The Modification has been approved by the Office of the Attorney General.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

2. **MSU – APPROVAL TO RENEW CONTRACT WITH MENDELSOHN DUNLEAVY, P.C. AS OUTSIDE COUNSEL**

Mississippi State University requests approval to modify a contract with Mendelsohn Dunleavy, P.C. to perform services necessary in the practice area of intellectual property and specifically concerning the filing and prosecution of patent applications. This contract originated May 1, 2016, renewed by Modifications #1 and #2, with Modification #2 extending the term for one (1) year or until April 30, 2019. Modification #3 will extend the term of the contract for one (1) year or until April 30, 2020. The firm will continue to provide legal representation at the original hourly rates ranging from $195 to $325 for attorneys and $100 per hour for paralegals with a maximum amount payable under this extension period of $75,000. All other provisions of the Contractual Agreement for Legal Services effective May 1, 2016 shall remain in effect. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $3,000,000 for all claims. This Modification is has been approved by the Office of Attorney General.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

3. **UMMC – APPROVAL TO AMEND CONTRACT WITH WATKINS & EAGER, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to amend its contract with Watkins & Eager, PLLC, to provide legal services related to real estate and employment related matters. The term of this contract is July 1, 2018 through June 30, 2019. UMMC requests approval to expand the scope of services under this agreement to include the provision of strategic and operational services and support for institutional
leadership, as well as building and sustaining effective working relationships with internal and external constituents. Further, UMMC requests approval to increase the maximum amount payable under this contract from $350,000 to $575,000 for the remainder of its term. All other provisions of the original contract, as well as the modification of hourly rates approved in February, remain unchanged. This firm has increased its professional liability insurance coverage to $20,000,000 per claim with an annual aggregate of $20,000,000. This Modification has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

**Mississippi Valley State University**
Gwendolyn Vaughn; rehired retiree; Instructor of Health, Physical Education and Recreation; salary of $30,000 per annum, pro rata, E&G Funds; 9-month contract; effective January 15, 2019

**University of Mississippi**
Wesley Jennings; hired with tenure; Chair and Professor of Legal Studies; salary of $166,500 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

Brian Boutwell; hired with tenure; Associate Professor of Legal Studies; salary of $97,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 22, 2019

2. Tenure

**Mississippi Valley State University**
Rochelle Cobbs; promotion to Associate Professor, Department of Criminal Justice; effective August 19, 2019

Kalanya Moore; Assistant Professor; Department of Teacher Education; effective August 19, 2019

Edwards Morse; promotion to Associate Professor; Department of Fine Arts; effective August 19, 2019

Mary Shepherd; promotion to Associate Professor; Department of Business Administration; effective August 19, 2019

Jimmie Warren; promotion to Associate Professor; Department of Business Administration; effective August 19, 2019

**Mississippi State University**
Heather D. Alexander; promotion to Associate Professor; Department of Forestry; effective August 16, 2019

Kathleen M. Alley; promotion to Associate Professor; Department of Curriculum Instruction and Special Education; effective August 16, 2019

John E. Ball; promotion to Associate Professor; Department of Electrical and Computer Engineering; effective August 16, 2019
Davy M. Belk; Professor; Department of Aerospace Engineering; effective July 1, 2019

Linkan Bian; Associate Professor; Department of Industrial & Systems Engineering; effective August 16, 2019

Paul E. Binford; promotion to Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2019

Matthew W. Brown; promotion to Associate Professor; Department of Biological Sciences; effective August 16, 2019

Anna Cathey Linhoss; promotion to Associate Professor; Department of Agricultural and Biological Engineering; effective August 16, 2019

Wen-Hsing Cheng; promotion to Professor; Department of Food Science, Nutrition and Health Promotion; effective August 16, 2019

Heejin Cho; Associate Professor; Department of Mechanical Engineering; effective August 16, 2019

Melody P. Dale; promotion to Associate Professor; General Library; effective July 1, 2019

Padmanava Dash, Jr.; promotion to Associate Professor; Department of Geosciences; effective August 16, 2019

Darrin Dodds; Professor; Department of Plant and Soil Sciences; effective July 1, 2019

Stephen France; promotion to Associate Professor; Department of Marketing, Quantitative Analysis and Business Law; effective August 16, 2019

Rinat Gabitov; promotion to Associate Professor; Department of Geosciences; effective August 16, 2019

Daniel L. Gadke; Associate Professor; Department of Counseling, Educational Psychology and Foundations; effective July 1, 2019

Jacob A. Gines; promotion to Associate Professor; Department of Architecture; effective August 16, 2019

Laura Greenhaw; promotion to Associate Professor; School of Human Sciences; effective August 16, 2019

W. Brien Henry; Professor; Department of Plant and Soil Sciences; effective July 1, 2019
Michele M. Herrmann; promotion to Associate Professor; Department of Building Construction Science; effective August 16, 2019

Megan E. Holmes; promotion to Associate Professor; Department of Kinesiology; effective August 16, 2019

George E. Howell III; promotion to Associate Professor; Department of Basic Sciences; effective August 16, 2019

Barbara Kaplan; promotion to Associate Professor; Department of Basic Sciences; effective August 16, 2019

L. Jason Krutz; Professor; Department of Plant and Soil Sciences; effective July 1, 2019

Sang Joon Lee; promotion to Associate Professor; Department of Instructional Systems and Workforce Development; effective August 16, 2019

Caleb O. Lemley; promotion to Associate Professor; Department of Animal and Dairy Sciences; effective August 16, 2019

Stephanie M. Lemley; promotion to Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2019

Melanie E. Loehwing; promotion to Associate Professor; Department of Communication; effective August 16, 2019

Nicole Miller; promotion to Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2019

Danielle K. Molina; promotion to Associate Professor; Department of Educational Leadership; effective August 16, 2019

Prakash N. Patil; promotion to Professor; Department of Mathematics and Statistics; effective August 16, 2019

Philip S. Poe; promotion to Associate Professor; Department of Communication; effective August 16, 2019

Michael Potter; promotion to Associate Professor; Department of Political Science and Public Administration; effective August 16, 2019

Rajkumar K. Prabhu; promotion to Associate Professor; Department of Agricultural and Biological Engineering; effective August 16, 2019
Neeraj Rai; promotion to Associate Professor; Department of Chemical Engineering; effective August 16, 2019

Pamela K. Scott-Bracey; promotion to Associate Professor; Department of Instructional Systems and Workforce Development; effective August 16, 2019

Keun Seok Seo; promotion to Associate Professor; Department of Basic Sciences; effective August 16, 2019

Courtney M. Siegert; promotion to Associate Professor; Department of Forestry; effective August 16, 2019

Chartrisa LaShan Simpson; promotion to Associate Professor; Department of Agricultural and Biological Engineering; effective August 16, 2019

John Eric W. Smith; promotion to Associate Professor; Department of Kinesiology; effective August 16, 2019

Alvaro G. Taboada; promotion to Associate Professor; Department of Finance and Economics; effective August 16, 2019

Clayton T. Walden; Associate Professor; Department of Industrial and Systems Engineering; effective July 1, 2019

Kelley Wamsley; promotion to Associate Professor; Department of Poultry Science; effective July 1, 2019

Rodney T. Wilson; promotion to Associate Professor; Department of Psychology; effective August 16, 2019

Wei Zhai; promotion to Associate Professor; Department of Poultry Science; effective July 1, 2019

3. **Sabbatical**

**Mississippi Valley State University**
Matthewos Eshete; Professor of Chemistry; from salary of $57,098 per annum, pro rata; Ayers Funds; 9-month contract; to salary of $28,549 for sabbatical period; Ayers Funds; effective August 19, 2019 to May 11, 2020; professional development
University of Mississippi
FROM: Chris Sapp; Associate Professor of German; from salary $67,714 per annum, pro rata; E&G Funds; 9-month contract; to salary $33,857 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development
[Originally approved by IHL Board February 21, 2019]
CORRECTED: Chris Sapp; Associate Professor of German; from salary $67,714 per annum, pro rata; E&G Funds; 9-month contract; to salary $33,857 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

FROM: Ian Whittington; Assistant Professor of English; from salary $65,800 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,900 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
[Originally approved by IHL Board February 21, 2019]
CORRECTED: Ian Whittington; Assistant Professor of English; from salary $65,800 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,900 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development (Contingent on being awarded tenure by July 1.)

University of Southern Mississippi
Jennifer Torres; Professor of Art; from salary of $77,000 per annum, pro rata; E&G Funds; 9-month contract; to salary of $38,500 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development.

Allen Hajnal; Associate Professor of Psychology; from salary of $63,568 per annum, pro rata; E&G Funds; 9-month contract; to salary of $31,784 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development.

Sherita Johnson; Associate Professor of English; from salary of $57,977 per annum, pro rata; E&G Funds; 9-month contract; to salary of $28,988 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development.

Christopher Miles; Associate Professor of Foreign Languages; from salary of $70,558 per annum, pro rata; E&G Funds; 9-month contract; to salary of $35,279 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.

Dave Davies; Professor of Mass Communication; from salary of $98,060 per annum, pro rata; E&G Funds; 9-month contract; to salary of $49,030 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.

Huiqing Zhu; Associate Professor of Mathematics; from salary of $57,154 per annum, pro rata; E&G Funds; 9-month contract; to salary of $28,577 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.
Kyle Zelner; Associate Professor of History; \textit{from} salary of $76,400 per annum, pro rata; E&G Funds; 9-month contract; \textit{to} salary of $38,200 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.

Joe Weinberg; Associate Professor of Political Science; \textit{from} salary of $56,118 per annum, pro rata; E&G Funds; 9-month contract; \textit{to} salary of $28,059 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.
1. **ASU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its May 2019 commencement ceremony. Supporting documents are on file at the Board Office.

**Staff Recommendation:** Board staff recommends approval of this item.
1. SYSTEM – APPROVAL OF PROPOSED AMENDMENTS TO BOARD POLICY
SECTION 407 EVALUATION OF EMPLOYEES FOR UNIVERSITY SYSTEM
INSTITUTIONS AND WAIVER OF SECOND READING

407 EVALUATION OF EMPLOYEES

407.01 GENERAL POLICY

Institutions shall have evaluation procedures for all employees, which shall include annual evaluations of all tenure track faculty. A general description of procedures shall be filed with the Commissioner.

407.02 EVALUATING TEACHING

The method of annually evaluating the quality of teaching may employ multiple sources of data appropriate to the discipline. At a minimum, students enrolled in the course shall have the opportunity to provide written feedback about the faculty member’s teaching effectiveness to the faculty member, department chair/head and academic dean.

STAFF RECOMMENDATION: Board staff recommends waiver of the requirement for two readings and recommends final approval of the policy as amended.
1. **SYSTEM–PRESENTATION AND APPROVAL OF FY 2020 APPROPRIATIONS AND APPROPRIATION ALLOCATION**

There will be an overview of the FY 2020 appropriations from the Legislature with a presentation of the final allocation of Education & General Support appropriations to the eight universities along with Legislative earmarks, subsidiary programs, agricultural units, and the University of Mississippi Medical Center.

Allocation will be provided under separate cover.

**Staff Recommendation:** Board Policy 701.04 says “The Commissioner, after consultation with the Institutional Executive Officers, shall use the Adequate Funding Model to prepare and submit for approval by the Board an annual request for allocation of funds appropriated by the Legislature for the use of the several institutions and separately budgeted units.” Board staff recommends FINAL approval of the FY 2020 allocation.

2. **SYSTEM – REQUEST FOR APPROVAL OF FY 2020 TUITION, ROOM AND BOARD RATES AND WAIVER OF THE 30-DAY REVIEW PERIOD**

**Agenda Item Request:** Approval is requested to waive the required 30-day review period and to give final approval for the tuition, room and board rates effective FY 2020.

Additional information will be submitted to the Board under separate cover.

**Staff Recommendation:** Based on Board Policy 702.04C – *Consideration of Requests: Requests to establish tuition, and room and board charges shall not be considered until at least thirty days after they have been submitted to provide an opportunity for review by the Board and the Commissioner. The Board reserves the right to waive the thirty-day review requirement during periods of extreme time constraint.*

Staff recommends that the Board waive the thirty-day review requirement of the proposed FY2020 tuition, room and board rates and adopt for FINAL approval.

3. **SYSTEM–SALARY GUIDELINES FOR FY 2020**

Board Policy requires the Commissioner and the Institutional Executive Officers to determine annual salary guidelines in preparation for the upcoming budget. Salary increases for FY 2020 should be based on one or more of the following:

1) meritorious performance,

2) market or equity adjustments,

3) faculty/staff promotions, and
4) for pay raises not to exceed 2 percent provided in Section 44 of Senate Bill 3005, Section 21 of Senate Bill 3008 and Section 4 of Senate Bill 3009 of the 2019 Regular Session.

Salary increase decisions may be made at the discretion of the Commissioner (for the Executive Office) or the Institutional Executive Officer (for the campuses). These salary guidelines will apply to all university employees regardless of funding source or types of increases awarded.

Staff Recommendation: Based on Board Policy 401.0103 Salaries and Compensation, the Commissioner after consultation with the Institutional Executive Officers, shall annually develop guidelines for the award of salary increases which shall be approved by the Board. Board staff recommends approval of this item.

4. SYSTEM- REQUEST FOR APPROVAL TO CONTRACT FOR THIRD PARTY ADMINISTRATION SERVICES

Agenda Item Request: The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval to purchase Third Party Administration (TPA) Services for the self-insured workers’ compensation and tort plans from Amfed Companies.

Contractor’s Legal Name: Amfed Companies LLC

History of Contract: Amfed has served as IHL’s TPA for our self-insured workers’ compensation and tort plans from 1996 to 2007 and from 2011 through the present. The costs associated with the contract can be considered as falling into two categories. The first is a flat guaranteed fee and the second consists of charges associated with cost savings. This will be a new contract although Amfed will be providing the same services that it currently is providing.

Specific Type of Contract: This is a service contract for TPA services. The TPA will perform a myriad of tasks related to claims handling for our workers’ compensation and tort plans.

Purpose: To utilize the services of a TPA to effectively handle claims for the IHL self-insured workers’ compensation and tort plans.

Scope of Work: The services are for the administration of the IHL system’s claims. These services include investigation of claims, management of claim files, medical and legal bill review, negotiation of bills and claims, payment of bills and claims when appropriate, and management of litigation as well as other services.

Term of Contract: This is a four-year contract, from July 1, 2019, to June 30, 2023.
Termination Options: The contract may be terminated by the TPA, with or without cause, upon one hundred and twenty (120) days prior written notice. IHL may terminate the Agreement with or without cause upon 60-days’ notice.

Contract Amount: The contract will be for a guaranteed fixed price which over the four-year term will total $1,740,942. Amfed will also receive a variable amount based upon 15% of savings realized under the Mississippi Workers’ Compensation Fee Schedule.

Funding Source for Contract: The IHL Self-Insured Workers’ Compensation Plan and the IHL Self-Insured Tort Plan. These plans are funded through annual assessments which are charged to the universities based upon actuarial opinions.

Contractor Selection Process: Advertisements were printed in The Clarion-Ledger for a two-week period and notice letters were sent to companies that have previously indicated an interest in this process. Three participants ultimately submitted proposals as a part of our RFP competitive process. The proposals were evaluated based upon cost and quality so that the lowest and best proposal would be selected. The following reflects the scoring for the proposals. The overall score indicated below is based upon criteria including cost as well as other factors.

<table>
<thead>
<tr>
<th>Proposal</th>
<th>Flat Fee</th>
<th>Total Cost</th>
<th>Overall Score Out of 100</th>
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<tr>
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<tr>
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<td>PMA</td>
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Staff Recommendation: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the IHL Executive Office and Amfed Companies LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
1. **UMMC – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’ COMPENSATION CLAIMS**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-41094-1 for the University of Mississippi Medical Center.
1. **SYSTEM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES EDUCATION INSTITUTION AGREEMENT AND MASTER AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ERSI)**

The following document represents the approval of MS-ITS for the purchase of ERSI software and related support for the IHL System. The Attorney General’s staff assigned to the MS-ITS have reviewed the agreements. The agreements are between ERSI, Inc. and MS-ITS behalf of the IHL System.

See Exhibit 1.

2. **UM – NOTICE OF AMENDMENT TO THE SUBLEASE AGREEMENT WITH THE OLE MISS ATHLETICS FOUNDATION**

On February 21, 2019, the Board approved the Sublease between UM and the Ole Miss Athletics Foundation (OMAF). Subsequent to the February meeting, UM and OMAF amended the Sublease to identify BankPlus as the Lender.

See Exhibit 2

3. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT #2 TO THE SMARTLINX MEDICAL DEVICE INFORMATION SYSTEM AGREEMENT WITH CAPSULE TECH, INC.**

The following document represents the approval of MS-ITS for the University of Mississippi Medical Center (UMMC) to enter into Amendment #2 to the Smartlinx Medical Device Information System Agreement with Capsule Tech, Inc. to extend the standard maintenance term and to allow for the purchase of additional hardware as needed. The Capsule agreement is for the SmartLinx device integration software and associated hardware that allows UMMC to integrate various medical devices into Epic.. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The amendment to the Smartlinx Medical Device Information System Agreement is between Capsule Tech, Inc.. and MS-ITS on behalf of UMMC.

See Exhibit 3.
This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at http://www.its.state.ms.us/its/procman.nsf. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail isshelp@its.ms.gov.

### PRODUCTS AND SERVICES PURCHASE DETAILS

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<th>EXTENDED NET</th>
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**MAXIMUM** 345,000.00

**PRODUCT CAT CODES** 920070000000

**DISTRIBUTION TO**

- ISS MAGIC - EMAIL issmagic@its.ms.gov
- Jill Chastant - EMAIL jill.chastant@its.ms.gov
- Steve Walker - EMAIL swalker@ihl.state.ms.us

**PRNO**

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## CP-1 LIFECYCLE REPORT

**Product/Services**
Educational Site License Maintenance

**Payment frequency**  MAXIMUM
Max Annual % Increase  0.00

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<td>Total</td>
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</table>
Education Institution Agreement

Agreement No. 355274

This Education Institution Agreement, including the documents listed below (collectively, "Agreement"), is between the Customer named below ("Institution") and Environmental Systems Research Institute, Inc. ("Euri"). This Agreement is effective as of the date of the last signature below when signed by both parties ("Effective Date"). This Agreement provides for the licensing and deployment of certain Products and the delivery of maintenance to be used solely for Academic and Administrative Use, subject to payment of the Annual Fee and the terms of this Agreement.

This Agreement is only available to a community/technical/vocational college, college/university, university system, K-12 school district, public library district, or museum.

This Agreement comprises the following documents, which are incorporated herein by reference:

- This signature page
- Education Institution Terms and Conditions, including
  - Appendix A, Education Products and Deployment Schedule
  - Appendix B, Points of Contact
- Master Agreement, as defined below

This Agreement may be executed in duplicate by the parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any party. Duplicates are valid and binding even if an original paper document bearing each party's original signature is not delivered. This Agreement may also be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

THE MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING (Institution)

By: ____________________________
Authorized Signature

Printed Name: ____________________
Title: ___________________________
Date: __________________________

State of Mississippi, Department of Information Technology Services, on behalf of the Mississippi Institutions of Higher Learning

By: ____________________________
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: __________________________

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Euri)

By: ____________________________
Authorized Signature

Printed Name: Chris Johnson
Title: Manager, Commercial & Government Contracts
Date: March 21, 2018
EDUCATION INSTITUTION
TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. All definitions in this part of the Education Institution Agreement shall have the same meaning as the definitions in the Education Institution Terms and Conditions. In addition, the following definitions are added to the Agreement.

- "Academic Use" means use of the Education Products for teaching and learning purposes and for Scholarly Research.
- "Administrative Use" means use of the Education Products for operation of an institution. Administrative Use can include activities such as asset property and facilities management, demographic analysis, routing, campus safety, student recruiting, fund-raising, and accessibility analysis.
- "Annual Fee" means the yearly nonrefundable fee that Institution must pay Esl for the right to use the Education Products and to receive upgrades and technical support.
- "Authorized Users" means registered students, educators, and staff members of Institution.
- "Case," previously referred to as "Incident," means the Esl record that contains technical notes and documentation of all related interactions between Customer and Esl Support for a given technical issue. Depending on how the request was initiated, Esl will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- "Consulting" means research that is carried out on behalf of and funded by an external entity and involves contracts in which an external entity has identified deliverables in advance. The external entity is the primary beneficiary of Consulting.
- "Customer" means Institution and Authorized Users.
- "Deploy," "Deployment," or "Deployed" means to redistribute or provide access to the Education Products by Institution for use by Customer. Deploy, Deployment, or Deployed may also include assigning a Named User Identity to Customer.
- "Education Products" means the Products identified in Appendix A, Education Products and Deployment Schedule.
- "Master Agreement" means the applicable master agreement for Esl Products incorporated by this reference that is found at http://www.esri.com/localsoftware-licensing and available in the installation process requiring acceptance by electronic acknowledgment or a signed Esl master agreement or license agreement that superseded such electronically acknowledged Master Agreement.
- "Primary Contact" means the staff member designated by Institution to be the central point of contact between Institution and Esl and whose duties include, but are not limited to, managing, ordering, and Deploying Education Products; obtaining authorization numbers; identifying Tier 1 Help Desk individuals; and assisting Authorized Users as required.
- "Relented Products" means the Education Products that are current on paid maintenance that Customer acquired for use prior to entering into this Agreement and are included in this Agreement.
- "Scholarly Research" means personal research or Sponsored Research in which no particular outcome or deliverable is specified in advance. The student, educator, or society is the primary beneficiary of Scholarly Research.
- "Sponsored Research" is scholarly activity that is funded by an external entity but managed within Institution.
- "Technical Support" means a process to attempt to resolve reported Cases through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esl software maintenance policy.
- "Tier 1 Help Desk" means Institution's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Cases.
- "Tier 2 Support" means the Technical Support provided by Esl to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
ARTICLE 2—GRANT OF LICENSE

Customer's use of the Education Products is subject to the Master Agreement and any additional terms herein. Institution shall remain primarily responsible to Earl for compliance with the terms and conditions of this Agreement and the Master Agreement by Authorized Users, including, but not limited to, all applicable US government export laws and regulations. Use of the Education Products for Consulting or any other form of commercial or profit-generating activities or private gain is an express violation of the Agreement, entitling Earl to all remedies available in equity or at law as well as payment in full for commercial license fees.

ARTICLE 3—SCOPE OF USE

The Uses Permitted and Use Restrictions sections of the Master Agreement are modified to include the additional provisions in Sections 3.1 and 3.2 below:

3.1 Additional Uses Permitted. The following additional permitted uses are hereby granted for Education Products:

a. Institution may copy and deploy the Education Products listed in Table A-1 up to the license quantities specified in Table A-2 that correspond to the category of education institution license for which the applicable Annual Fee has been paid solely for Academic Use.

b. Institution may copy and deploy the Education Products listed in Table A-3 up to the license quantities specified in Table A-4 that correspond to the category of education institution license for which the applicable Annual Fee has been paid for Administrative Use.

c. Provided Institution qualifies as a community college, technical institute, vocational school (post-secondary), college, or university, Institution may permit Authorized Users to use the Education Products on a personally owned device in any geographic location where it is not prohibited by the then-current applicable US government export laws and regulations (currently the following: Iran, Sudan, North Korea, Syria, Cuba, and the Crimea region in the Ukraine), solely for Academic and Administrative Use in accordance with the terms of this Agreement.

d. Institution may deploy Education Products to devices owned by third parties in a virtual or hosted environment provided that access is limited solely to Customer through use of a license manager or user identity.

3.2 Additional Use Restrictions. The following additional use restrictions apply to Education Products:

a. Institution shall not use or permit Authorized Users to use the Education Products for Consulting or any other form of commercial or profit-generating activities.

b. Institution shall not use or permit Authorized Users to use the Education Products in violation of the Export Compliance provision of the Master Agreement, which includes authorizing use, access, or transfer to denied parties, entities, and individuals on any US government sanctioned lists.

c. Except where permitted herein, Customer shall not transfer, redistribute, or assign Education Products to any third party without the prior written permission of Earl. Notwithstanding, Value-Added Applications that permit anonymous use may be used by third parties provided that no Named User credentials are assigned to the third party and/or no Education Product is installed on a computer owned by a third party.

ARTICLE 4—MAINTENANCE

4.1 Maintenance. Maintenance is included in the Annual Fee. Education Products will receive maintenance provided that standard maintenance is available for each item. Maintenance includes benefits specified in the then-current Earl technical support policy as modified in this Section 4.1.

a. Tier 1 Support Provided by Institution

   (1) The Tier 1 Help Desk will provide Tier 1 Support to Institution and Authorized Users.

   (2) The Tier 1 Help Desk will use analysts fully trained in the Education Products they are supporting.

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(3) At a minimum, Tier 1 Support will include activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

(4) Tier 1 Support analysis will be the initial point of contact for all questions and Cases. Tier 1 Support analysis shall obtain a full description of each reported Case and the system configuration from the Institution. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Cases.

(5) If the Tier 1 Help Desk cannot resolve a Case, an authorized Tier 1 Help Desk individual may contact Earl for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to the Institution.

(6) The Institution may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix A that corresponds to the category of education institution licensure for which the applicable Annual Fee has been paid. These individuals will be the only individuals (callers) authorized to contact Earl directly for Tier 2 Support.

b. Tier 2 Support Provided by Earl

(1) Earl shall log the calls received from Tier 1 Help Desk individuals.

(2) Earl shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documentation of troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

(3) Earl may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

(4) Earl shall attempt to resolve Case submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the Institution.

(5) When a Case is resolved, Earl shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Institution.

(6) Earl may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Earl's website or, if requested, deliver them on media.

ARTICLE 5—ORDERING, DELIVERY, AND ADMINISTRATIVE PROCEDURES

4.1 Purchase Orders and Delivery

a. Earl does not require an Institution to issue purchase orders and will invoice Institution upon the Effective Date of this Agreement, and subsequently on each contract anniversary date during the Agreement Term. Institution may submit purchase orders in accordance with its own purchase requirements. If Institution issues purchase orders, then Institution will submit its initial purchase order upon execution of the Agreement and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within thirty (30) days of receipt of invoice.

b. Earl will provide Authorization Codes that enable Institution to download, operate, or provide access to the Education Products. Delivery of upgrades/new versions of Education Products will be made in the same manner.

c. Institution may purchase additional backup media sets at the prices in effect at the time of purchase. Earl will then ship to Institution's shipping address listed in Appendix B. FOB destination with shipping charges prepaid. Delivery or receipt of tangible media could cause pror and future license fees to be subject to taxes. Institution acknowledges that Earl has a right to invoice for, and Institution agrees to pay, any such sales or use tax associated with receipt of tangible media.

d. Institution shall pay all value-added, sales, use, or other taxes; duties; customs; shipping; insurance; or other fees or withholding currently or subsequently imposed on all receipt and use of the Education Products under this Agreement. However, if Institution is exempt from such taxes, duties, fees, withholding, or other charges, Institution shall provide Earl with evidence of exemption from such charges.

5.2 Future Updates. Earl may update the list of Education Products in Appendix A by making new or updated products available to Institution as Earl incorporates new or updated products into the standard education...
Institution program. Institution acknowledgment is not required to activate these modifications. Authorized Users' use of new or updated Education Products is subject to the Master Agreement and the terms and conditions herein. Erli reserves the right to modify or remove Education Products upon reasonable written notice to Primary Contact should Erli commit a breach of third parties regarding licensed third-party technology included in Erli products require a unit-based royalty fee or prohibit deployment or restrict redistribution rights to Erli customers. All other updates to these Education Institution Terms and Conditions will be provided by Erli in a written amendment to this Agreement.

6.3 Erli User Conference. Institution shall receive registrations to the Erli User Conference (Erli UC) and the Education Summit @ Erli UC in the quantities listed in Table A-6 of Appendix A that corresponds to the category of education institution license for which the applicable Annual Fee has been paid. Third parties may not represent Institution at the Erli User Conference or the Education Summit @ Erli UC.

ARTICLE 6—TERM AND TERMINATION

6.1 Term. This Agreement is an annual license. The Term will commence upon payment of the Annual Fee and remain in effect for one (1) year unless terminated earlier as described below. Thereafter, the Agreement will automatically renew for a period of (1) year for (2) consecutive years, upon Institution's payment of the Annual Fee, provided that payment is made prior to expiration of the current Term. The term shall continue through February 29, 2022 and may not be renewed or extended.

6.2 Termination. Institution may terminate this Agreement at any time for its convenience. Erli, at its sole discretion, may terminate this Agreement should Institution reject any modifications provided by Erli in a written amendment to this Agreement. In the event that this Agreement is terminated by either party, Institution shall not be entitled to a refund of all or a partial amount of the Annual Fee(s) paid. Either party may terminate this Agreement for a material breach of the other party. The breaching party shall be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon termination of this Agreement, all licenses Deployed shall also terminate. Institution shall (i) cease to access and use Online Services and close Online Services client-side data cache and (ii) uninstall, remove, and destroy all whole or partial copies in any form including modified copies of the Deployed Education Products (except with prior written approval by Erli), such approval not to be unreasonably withheld, and Institution may retain a copy for archival purposes only. Institution shall represent in writing to Erli that all copies have been destroyed. Institution may continue to use Rolled-In Products following termination of this Agreement subject to compliance with the Master Agreement, with the exception of termination for Institution's material breach.

6.3 Termination of a Particular Authorized User. Institution may elect to terminate for convenience the license rights of a particular participant that is part of Institution's organization. For the purposes of the section, a particular participant refers to a community/technical/vocational college, college/university, university system, K–12 school district, public library district, or museum, depending on the type of entity of Institution. Institution or Erli may also elect to terminate the license rights of a particular participant for material breach without terminating this Agreement with Institution or other Participants. The breaching Participant shall be given a period of thirty (30) days from date of written notice to cure any material breach. Upon the termination of the participant, any licenses or Deployments provided to participant shall also terminate. Institution shall reasonably cooperate with Erli in termination of a participant in material breach of this Agreement, including enforcement of the Agreement with respect to such participant. There shall be no reduction in the initial fee or any Annual Fee if a participant's rights are terminated.

ARTICLE 7—INSTITUTION'S RESPONSIBILITIES

In consideration of the grant of the discount on standard license and technical support fees, Institution agrees to do the following:

a. Appoint a Primary Contact.

b. Appoint Tier 1 Help Desk Individuals as specified herein.

c. Where appropriate, encourage the use of GIS by all departments within Institution.
d. Make best efforts to maintain a high level of expertise in the use of the Education Products among Authorized Users by offering courses, encouraging attendance at the annual Education Summit @ East UC and the East User Conference, and making use of self-paced e-Learning courses offered by East, as appropriate.

e. Inform Authorized Users that their use of the Education Products is subject to the use restrictions in this Agreement and the terms and conditions of the Master Agreement, including, but not limited to, all applicable US government export laws and regulations.

f. Implement reasonable procedures to ensure that Authorized Users remove the Education Products from their personal computers upon leaving Institution.

ARTICLE 8—LEGAL NOTICES

Except as provided in Section 5.2, any notice, report, demand, or other communication shall be properly given when made in writing in English and sent by courier, by registered or certified airmail, or by facsimile or other electronic transmission and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, unless changed by notice in writing by either party hereto to the other party. If sent by courier or airmail, notice shall be effective seven (7) days from the date of deposit with the courier service or post office, if sent by electronic transmission, notice shall be effective upon receipt, provided confirmation is given as specified herein. Notices shall be given at the following addresses:

To: East
300 New York Street
Redlands, CA 92374-4100
Attn.: Manager, Contracts and Legal Services

To: Institution (See Appendix B)

ARTICLE 9—GENERAL PROVISIONS

If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Education Institution Agreement and (2) Master Agreement.
## APPENDIX A

### EDUCATION PRODUCTS AND DEPLOYMENT SCHEDULE

Institution may copy and deploy the Education Products listed in Table A-1 up to the license quantities specified in Table A-2 for Academic Use.

<table>
<thead>
<tr>
<th>Product Type</th>
<th>License Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Online</td>
<td>ArcGIS Online organizational account</td>
</tr>
<tr>
<td></td>
<td>ArcGIS Online level 2 Named Users(^1) with 500 credits per level 2 user</td>
</tr>
<tr>
<td></td>
<td>ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server</td>
</tr>
<tr>
<td></td>
<td>ArcGIS Enterprise—Level 1 and level 2 Named Users(^1)</td>
</tr>
<tr>
<td>ArcGIS Desktop</td>
<td>ArcGIS Desktop—ArcGIS Pro Advanced, including the following extensions: 3D Analyst, ArcGIS Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, Workflows Manager, ArcGIS Image Analyst, ArcGIS Publisher, ArcGIS for Aviation: Airports, Defense Mapping, ArcGIS for Maritime: Charting, Production Mapping</td>
</tr>
<tr>
<td></td>
<td>ArcGIS Desktop—ArcGIS Pro Advanced, including the following extensions: 3D Analyst, Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, ArcGIS Tracking Analyst, Workflows Manager, Publisher, Schematics, Aviation: Airports, ArcGIS for Aviation: Charting, ArcGIS for Maritime: Bathymetry, Maritime: Charting, Defense Mapping, Production Mapping, Roads and Highways</td>
</tr>
</tbody>
</table>

### Additional Products

- ArcGIS Hub
- ArcGIS Monitor
- ArcGIS Business Analyst Desktop
- ArcGIS Business Analyst Server
- Easi CityEngine Advanced
- ArcGIS Developer Subscription—Enterprise Plan\(^2\)

### Notes

1. Named User credentials for both ArcGIS Online and ArcGIS Enterprise include access to web and mobile apps; see [www.esri.com/software/app/](http://www.esri.com/software/app/) for current list.
2. Easi Developer Summit registration not included.
<table>
<thead>
<tr>
<th>Education Products</th>
<th>Small</th>
<th>Medium</th>
<th>Large</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Online level 2 Named Users</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>ArcGIS Enterprise level 2 Named Users</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>ArcGIS web and mobile apps</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>ArcGIS premium apps</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>ArcGIS Desktop</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>CityEngine</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>ArcPad&lt;sup&gt;1&lt;/sup&gt;</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Business Analyst Desktop</td>
<td>500</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>ArcGIS Online organizational account&lt;sup&gt;2&lt;/sup&gt;</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS Enterprise Advanced&lt;sup&gt;2&lt;/sup&gt;</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS GIS Server Advanced additional 4-core licenses</td>
<td>10</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>Image Server, GeoEvent Server, GeoAnalytics Server</td>
<td>10</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>ArcGIS Hub&lt;sup&gt;1,3&lt;/sup&gt;</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS Monitor&lt;sup&gt;2&lt;/sup&gt;</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Business Analyst Server</td>
<td>1</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Developer Subscription&lt;sup&gt;1&lt;/sup&gt;</td>
<td>10</td>
<td>20</td>
<td>100</td>
</tr>
</tbody>
</table>

Notes:
1. Delivered upon request.
2. Quantity at initial delivery. Customer may request additional subscriptions and assign Named User credentials among subscriptions.
3. Quantity at initial delivery. Customer may request additional licenses and assign Named User credentials among portals.
4. ArcGIS Hub includes 10,000 community users and 10,000 service credits for community use.
5. Licensed to monitor up to 40 ArcGIS Server cores for Small Education Institution Agreement, 80 cores for Medium Education Institution Agreement, or 160 cores for Large Education Institution Agreement.
### Table A-3
Administrative Use

Institution may copy and deploy the Education Products listed in Table A-3 up to the license quantities specified in Table A-4 for Administrative Use.

<table>
<thead>
<tr>
<th>ArcGIS Online</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Online subscription</td>
</tr>
<tr>
<td>ArcGIS Online—Level 2 Named Users and apps¹ with 500 credits per level 2 user</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ArcGIS Enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Enterprise Advanced, including the following extensions: Schematics, 3D Analyst, Spatial Analyst, Geostatistical Analyst, Network Analyst, Data Interoperability, Data Reviewer, Workflow Manager, ArcGIS for INSPIRE, Maritime: Server, Defence Mapping, Production Mapping, Roads and Highways, ArcGIS Utility Network Management</td>
</tr>
<tr>
<td>Image Server, GeoEvent Server, GeoAnalytics Server</td>
</tr>
<tr>
<td>ArcGIS Enterprise—Level 1 and level 2 Named Users and apps¹</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ArcGIS Premium Apps</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ArcGIS Desktop</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Desktop—ArcGIS Pro Advanced, including the following extensions: 3D Analyst, Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, Workflow Manager, Publisher, Image Analyst, Aviation: Airports, Maritime: Charting, ArcGIS Pipeline Referencing, Defence Mapping, Production Mapping</td>
</tr>
<tr>
<td>ArcGIS Desktop—ArcMap Advanced, including the following extensions: 3D Analyst, Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, Tracking Analyst, Workflow Manager, Publisher, Schematics, Aviation: Airports, Aviation: Charting, Maritime: Bathymetry, Maritime: Charting, Defence Mapping, Production Mapping, Roads and Highways</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Hub</td>
</tr>
<tr>
<td>ArcGIS Monitor</td>
</tr>
<tr>
<td>ArcPad</td>
</tr>
<tr>
<td>CityEngine Advanced</td>
</tr>
<tr>
<td>Developer Subscription—Enterprise Plan²</td>
</tr>
</tbody>
</table>

### Notes
1. Named User credentials for ArcGIS Online and ArcGIS Enterprise include access to web and mobile apps; see [www.esri.com/software/arcgis](http://www.esri.com/software/arcgis) for current list.
2. ArcGIS Developer Summit registration not included.
<table>
<thead>
<tr>
<th>Education Products</th>
<th>License Quantity</th>
<th>See Table A-5 for License Quantity Allocations per Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Small</td>
<td>Medium</td>
</tr>
<tr>
<td>ArcGIS Online level 2 Named Users</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>ArcGIS Enterprise level 1 Named Users</td>
<td>Determined by customer</td>
<td>Determined by customer</td>
</tr>
<tr>
<td>ArcGIS Enterprise level 2 Named Users</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>ArcGIS web and mobile Apps</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>ArcGIS premium apps</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>ArcGIS Desktop</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>CityEngine</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>ArcPad</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>ArcGIS Online organizational account²</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS Enterprise Advanced</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS GIS Server Advanced</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS Hub¹⁺</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS Monitor²</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ArcGIS Developer Subscription¹</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

Notes
1. Delivered upon request.
2. Quantity at initial delivery; Customer may request additional subscriptions and assign Named User credentials among subscriptions.
3. Quantity at initial delivery; Customer may request additional licenses and assign Named User credentials among portals.
4. ArcGIS Hub includes 10,000 community users and 10,000 service credits for community use.
5. Licensed to monitor up to 40 ArcGIS Server cores for Small Education Institution Agreement, 80 cores for Medium Education Institution Agreement, or 160 cores for Large Education Institution Agreement.

Earl may change the product lists in Table A-1 and Table A-3 if Earl makes changes to the Earl offering(s) incorporated into the standard education institution program or if Earl's license change their redistribution terms or conditions.
<table>
<thead>
<tr>
<th>Participants</th>
<th>Tech Support &amp; UC/EdSummit Registrations</th>
<th>Level 2 Named User Allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Mississippi Institute of Higher Education</td>
<td>6/5</td>
<td>X</td>
</tr>
<tr>
<td>Mississippi Automated Resource Information System (MARIS)</td>
<td></td>
<td>Licenses Distributed and Managed by State of Mississippi Institute of Higher Education</td>
</tr>
<tr>
<td>Jackson State University</td>
<td>6/5</td>
<td>X</td>
</tr>
<tr>
<td>Copiah-Lincoln Community College</td>
<td></td>
<td>Licenses Distributed and Managed by Jackson State University</td>
</tr>
<tr>
<td>Hinds Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi Delta Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi Valley State University</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>6/5</td>
<td>X</td>
</tr>
<tr>
<td>East Central Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Mississippi Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holmes Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meridian Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi University for Women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>6/5</td>
<td>X</td>
</tr>
<tr>
<td>Coahoma Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Itawamba Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northeast Mississippi Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northwest Mississippi Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University of Mississippi Medical Center</td>
<td>6/5</td>
<td>X</td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>6/5</td>
<td>X</td>
</tr>
<tr>
<td>Alcorn State University</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jones County Junior College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi Gulf Coast Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pearl River Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southwest Mississippi Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delta State University</td>
<td>6/5</td>
<td>X</td>
</tr>
</tbody>
</table>

Note: All participants have unlimited access to Esri e-learning.
<table>
<thead>
<tr>
<th>Benefit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Technical Support contact</td>
<td>35</td>
</tr>
<tr>
<td>Complimentary Earl User Conference and Education Summit @ Earl UC registration</td>
<td>35</td>
</tr>
<tr>
<td>Access to e-Learning</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Fee Year One</td>
<td>$115,000.00</td>
</tr>
<tr>
<td>Annual Fee Year Two</td>
<td>$116,000.00</td>
</tr>
<tr>
<td>Annual Fee Year Three</td>
<td>$115,000.00</td>
</tr>
</tbody>
</table>
APPENDIX B
POINTS OF CONTACT

Institution may change its points of contact through My Earl.

1. Primary Contact:
   Name: Steve Walker
   Address: 3825 Ridgewood Road, Suite 717
            Jackson, MS 39211
   Email: swalker@hn.state.ms.us
   Phone: 601-432-0149

2. All deliverables to institution will be shipped to the address listed below:
   Institution: ____________________________
   Name: ____________________________
   Address: ____________________________
   Email: ____________________________
   Phone: ____________________________

3. All notices to institution will be mailed to the address listed below:
   Institution: ____________________________
   Name: ____________________________
   Address: ____________________________
   Email: ____________________________
   Phone: ____________________________
Master Agreement

Agreement No. 340759

PROJECT NUMBER 44924
MASTER AGREEMENT
BETWEEN
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING

This Master Agreement (hereinafter referred to as "Agreement") is entered into by and between Environmental Systems Research Institute, Inc., a California corporation having its principal place of business at 380 New York Street, Redlands, California 92373-8100 USA (hereinafter referred to as "ESRI"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Institutions of Higher Learning located at 3825 Ridgewood Road, Jackson, Mississippi 38211 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State."

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4175 in an attempt to certify the sole source status of this procurement; and

WHEREAS, there being no objections to the sole source status being filed by any person or entity and the parties thereby determining this is indeed a sole source project;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration, and agreements set forth, the parties hereto agree as:

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.
The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES AS CONTRACTING AGENT FOR THE MISSISSIPPI INSTITUTE OF HIGHER LEARNING (Customer)

Legal Address: ________________________________

By: _________________________________________
Authorized Signature

Printed Name: ________________________________

Title: _________________________________________

Date: _____________________________

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: _________________________________________
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Commercial & Govermnent Contracts

Date: _____________________________

State of Mississippi, Department of Information Technology Services, on behalf of the Mississippi Institutions of Higher Learning

By: _________________________________________
Authorized Signature

Printed Name: Craig P. Crerereon, Ph.D.

Title: Executive Director

Date: ________________

Mississippi Institutions of Higher Learning

By: _________________________________________
Authorized Signature

Printed Name: Dr. Alfred Renkins, Jr.

Title: Commissioner of Higher Education

Date: _____________________________

Customer Contact Information

Contact: ________________________________

Telephone: ________________________________

Address: ________________________________

Fax: ________________________________

City, State, ZIP: ________________________________

Email: ________________________________
Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services as set forth in this Agreement;

b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and

c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source material.] Esri and its licensors. All rights reserved.”

The grants of rights in this section (I) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (II) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (I) host Esri Offerings for Customer’s benefit and (II) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. “Anonymous User” means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer’s Value-Added Applications.

b. “App Login Credential(s)” means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.

c. “Concurrent Use License” means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License-managed software in a separate operating system environment for temporary failover support.

d. “Deployment License” means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer’s end users.

e. “Deployment Server License” means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.

f. “Development Server License” means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.

g. “Development Use” means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.

h. “Dual Use License” means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
Exhibit 1

1. "Fallow License" means a license to install Software on redundant systems for failover operations, but the redundancy installed Software may be operational only during the period the primary site is non-operational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.

2. "Named User(s)" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

3. "Named User Credential(s)" means an individual person's login and associated password enabling that person to access and use Product(s).

4. "Online User License" means the right for a single Named User to use a specific Exit Offering.

5. "Online Services Subscription" means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.

6. "Redistribution License" means a license to reproduce and distribute Software provided that:
   1. Customer reproduces and distributes the Software in its entirety;
   2. A license agreement that protects the Software to the same extent as the Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
   3. Customer reproduces all copyright and trademark attributions and notices; and
   4. Customer does not charge a fee to others for the use of the Software.

7. "Server License" means a license to install and use Software on a server computer. Server Licensees may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server Licensee includes a Fallow License.

8. "Service Credits" means a unit of exchange for consumption of services that can be used with Online Services Subscription.

9. "Staging Tools" means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

10. "Single User License" means a license for a single authorized user to install and use Software on a single computer. The single licensed user may install a second copy for the end user's exclusive use on a second computer as long as only one copy of Software is in use at any time. No other user may use Software under the same license at the same time for any other purpose.

11. "Staging Server License" means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. ESI provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Product(s).

2.3 Software Terms of Use

a. Customer may:

1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer’s licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer’s total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or if a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.

b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.

c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Eari fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.


2.4 Online Services Terms of Use

a. Online Services Descriptions. Eari publishes Online Services Subscription-specific terms of use at http://www.esri.com/legal/scope-of-use. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.

b. Modifications of Online Services. Eari may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material adverse impact to Customer's operations, Eari may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Eari will issue a prorated refund.

c. Sharing Customer Content. Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Eari is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services.

2.5 Named User Licenses. The following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

   1. Named User login credentials are for designated users only and may not be shared with other individuals.

   2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.

   3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

   1. Customer is responsible for the development, operation, and technical support of Customer Contain and Value-Added Applications.

   2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer’s authorized use of Software or Online Services.

4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer’s private data or content. Value-Added Applications that enable access to Customer’s private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.

5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer’s Value-Added Application(s).

6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party’s own Software license or Online Services Subscription.

c. Anonymous Users. Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer’s authorized use of Software or Online Services.

2.6 Limited-Use Programs

a. Trial, Evaluation, and Beta Programs. Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer’s own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. Educational Programs. Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. Grant Programs. Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.

d. Other Earl Limited-Use Programs. If Customer acquires Products under any limited-use program not listed above, Customer’s use of the Products may be subject to the terms set forth in the applicable licensing pages or enrollment form or as described on Earl’s website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

d. “Business Listing Data” means any dataset that includes a list of businesses and may include other associated business attributes.

c. “Earl Content Package(s)” means a digital file containing ArcGIS Online basemap content (e.g., raster maps, images, vector data) extracted from the ArcGIS Online basemap services.

d. “Street Data” means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Earl has provided the Data.

b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Earl Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for
use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.

c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.

d. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

a. Customer may not act directly or authorize its customers to co-brand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.

b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or detailing from completion of information that is sold, rented, published, furnished, or in any manner provided to a third party.

c. Business Listing Data. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale, publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other completion of information.

d. Street Data. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for:

1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
2. Synchronized multivehicle routing; or

e. Business Analyst Data. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.

f. Partial Dataset Licenses: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

g. Esri MapStudio Data. Customer may create, publicly display, and distribute maps in hard-copy or digital electronic format for non-commercial purposes only.

h. Michael Bauer Research International Boundaries Data ("MBR Data"). Customer’s right to use data downloaded to Customer’s premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional distribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/licenses/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor’s own standard support policy.
ATTACHMENT A
GLOSSARY OF TERMS

The following glossary of terms applies to all Earl Offerings and Services that Earl may provide to its customers. Certain Earl Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Earl Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Earl Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and EMCS.

"Commercial ASP Use" means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Earl Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Earl.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Earl bundles with other Earl Offerings or delivers independently.

"Deliverables" means anything that Earl delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Earl provides with a Deliverable or an Earl Offering.

"Earl Managed Cloud Services" or "EMCS" means a Customer-specific cloud infrastructure. Software, Data, and networking platform that Earl hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Earl Offering(s)" means any Product or Documentation. If Earl provides Training or Professional Services directly to Customer, then Earl Offerings also include Deliverables and Training Materials. Earl Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.
"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance, if Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for the use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.
ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not:

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
c. Distribute Authorization Codes to third parties;
d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri’s or a third-party’s rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
g. Remove or obscure any Esri or its licensors’ patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
h. Unbundle or independently use individual or component parts of Esri Offerings;
i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
j. Publish or in any other way communicate the results of benchmark tests run on Data Products without the prior written permission of Esri and its licensors; or
k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be:

1. Disclosed in source code form to third parties;
2. Licensed to third parties for the purpose of making derivative works; or
3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

2.1 The term of this Agreement shall begin upon execution by all parties and continue through February 22, 2022. This Agreement may not be renewed or extended. Upon termination of this Agreement, Esri Offerings will be uninstalled in accordance with Section 2.5.

2.2 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

2.3 It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the federal government to provide funds, the State of Mississippi
to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or
if funds are not otherwise available to the Customer, the Customer shall have the right to immediately terminate
this Agreement, by providing a written notice of termination for Lack of Funds notice no less than sixty (60) days prior to the
next annual payment. In all such cases, the effective date of the termination will be the last day of the year for
which Customer has paid. Under no circumstances may Customer deploy additional copies of the Eazi Offerings
upon termination of the Agreement for Lack of Funds.

2.4 If Eazi terminates this Agreement following Customer’s breach, then Eazi may also, at its election, terminate
Customer’s licenses or subscriptions to Eazi Offerings. If Customer terminates this Agreement for cause or
convenience, then Customer may, at its election, also terminate Customer’s licenses or subscriptions to Eazi
Offerings.

2.5 Upon any termination or expiration of a license or subscription, Customer will:

a. Stop accessing and using the terminated or expired Eazi Offerings;
b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Eazi Offerings in
   Customer’s possession or control, including any modified or merged portions thereof, in any form, and
   execute and deliver evidence of such acts to Eazi or its authorized distributor.

Eazi may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency
proceeding is commenced by or against Customer until the trustee cancels any existing defaults and provides
adequate assurance of future performance under this Agreement. This Agreement terminates upon the
insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, Eazi warrants to Customer that (i) Products and Training
will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the
professional and technical standards of the industry. The warranty period for Eazi Offerings offered under a
Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if
this Agreement provides an acceptance period. The warranty period for Eazi Offerings offered under a
subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days
from delivery or acceptance if this Agreement provides an acceptance period.

3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services
provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty
of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Eazi
disclaims all other warranties of any kind, whether express or implied, including, but not
limited to, warranties or conditions of merchantability, fitness for a particular purpose, and
noninfringement of intellectual property rights. Eazi is not responsible for any nonconformities caused by
Customer’s modification of any Eazi Offering other than as specified in the Documentation. Eazi does not
warrant that Eazi Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault
tolerant, or fail-safe or that all nonconformities can or will be corrected. Eazi Offerings are not designed,
manufactured, or intended for use in environments or applications that may lead to death, personal
injury, or physical property or environmental damage. Customer should not follow any navigational route
suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer’s own risk
and cost.

3.4 Disclaimers

a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the
   performance or discontinuance of operation of the Internet or to regulation of the Internet that might
   restrict or prohibit the operation of Cloud Services.
b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

**ARTICLE 4—LIMITATION OF LIABILITY**

4.1 Disclaimer of Liability. Neither Customer nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.

4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

**ARTICLE 5—INDEMNIFICATIONS**

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "Claim" means any claim, action, or demand by a third party.

b. "Indemnitees" means Customer and its directors, officers, and employees.

c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.

d. "Loss(see)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.

b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 3-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product,
process, system, or element that Earl has not supplied or specified in the Specification; (ii) alteration of Earl Offerings or Services by anyone other than Earl or its subcontractors; (iii) compliance with Customer’s specifications; or (iv) use of Earl Offerings or Services after Earl either provides a modified version to avoid infringement or terminates Customer’s right to use the Earl Offerings or Services.

5.3 General Indemnity. Earl will defend and hold all indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees in the extent arising from any negligent act or omission or willful misconduct by Earl or its directors, officers, employees, or agents performing Services while on Customer’s site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitees will (i) promptly notify Earl in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Earl sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Earl’s request and expense.

5.5 This section sets forth the entire obligation of Earl, its authorized distributor, and its licensor regarding any Claim for which Earl must indemnify Customer.

ARTICLE 8—INSURANCE

If Earl is providing Services, Earl will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $1,000,000.00 combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

1. Premises and operations;
2. Blanket contractual liability;
3. Broad form property damage;
4. Independent contractors;
5. Personal injury, with employee exclusion deleted; and
6. Completed operations.

b. Workers’ compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Earl publishes its security capabilities at http://trust.arccis.com. Customer may give Earl personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Earl’s performance of Services and if Earl expressly agrees to such access. Earl will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Earl’s published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Earl is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Earl at secure.support@earl.com for further instruction before providing any Customer Content that requires security measures other than Earl’s published security capabilities.

7.2 Malicious Code. Earl will use commercially reasonable efforts to ensure that Earl Offerings do not transmit any Malicious Code to Customer. Earl is not responsible for Malicious Code that Customer introduces to Earl Offerings or that is introduced through Third-Party Content.

7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce’s Export Administration Regulations (EAR), the US Department of State’s International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Earl Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer,
or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at https://www.esri.com/en-us/privacy/privacy-agreement.

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

a. Spam, spoofing, or phishing email; transmits junk email or offensive or defamatory material; or makes threats of physical harm;

b. Stores or transmits any Malicious Code;

c. Violates any law or regulation;

d. Infringes or misappropriates the rights of any third party;

e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer;

f. Benchmark the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Customer Content

a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all rights, title, and interest in the Customer Content.

b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperability between the application, Cloud Services, and Customer Content.

c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.

d. When Customer's use of Cloud Services ends, Esri will either:

(1) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

(2) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content is or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will
respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/law/legal/dmaa-policy.

6.5 Service Suspension. Esri may suspend access to Cloud Services if (i) Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to address a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

6.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 8—GENERAL PROVISIONS

8.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

8.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvements that Customer provides to Esri.

8.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Product. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

8.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

8.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies. The parties understand and agree that taxes are not applicable to Customer. Customer will provide a copy of its tax exemption certificate to Esri.

8.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to perform such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

8.7 No Implied Waiver. The failure of either party to enforce any provision of this Agreement is not a waiver of the provision or of the right of such party thereafter to enforce that or any other provision.
8.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

8.9 Successors and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assigns to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

8.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

8.11 US Government Customers. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subpart 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board finds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP outlined low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

8.12 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. In the case where Esri is solely liable, Esri expressly agrees that under no circumstances shall Customer be obligated to pay any attorney's fees, prejudgment interest, or the cost of legal action to Esri. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. Government Entities. If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.

b. Nongovernment Entities. US federal law and the law of the State of Mississippi exclusively govern this Agreement, excluding their respective choice of law principles.

8.13 Dispute Resolution. The parties will use the following dispute resolution processes:

a. Equitable Relief. Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

b. US Government Agencies. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).

c. Other Government Entities. Esri will comply with mandatory dispute resolution under applicable law.

d. Arbitration. Reserved.

8.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.
9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.16 Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments, and change orders shall be posted to the State of Mississippi’s accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as “confidential” will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §26-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

9.17 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-3100
USA
Tel.: 909-793-2853
Email: LegalNotice@esri.com
THIRD AMENDED AND RESTATED SUBLEASE

between

OLE MISS ATHLETICS FOUNDATION

and

THE UNIVERSITY OF MISSISSIPPI
THIRD AMENDED AND RESTATED SUBLEASE

This Amended and Restated Sublease Agreement, dated as of March 25, 2019 (this “Amended Sublease”) is made and entered into by and between OLE MISS ATHLETICS FOUNDATION, a Mississippi nonprofit corporation (formerly known as Ole Miss Loyalty Foundation, Inc.) (the “Sublessor”) and THE UNIVERSITY OF MISSISSIPPI, a Mississippi public institution of higher learning (the “Sublessee”).

WITNESSETH:

WHEREAS, pursuant to a lease agreement dated as of May 1, 2003 (the “Prime Lease”), a memorandum of which is recorded in Book 521, Page 536, of the office of the Chancery Clerk of Lafayette County, Mississippi, Sublessor leased from Sublessee certain real property consisting 8.22 acres of land in Section 29, Township 8 South, Range 3 West, in Lafayette County, Mississippi, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, Sublessor constructed the Facility (hereafter defined) on the Property;

WHEREAS, the construction of the Facility was financed, in part, with a loan from BancorpSouth Bank in the original principal amount of $10,000,000 (the “Loan”) made pursuant to a Loan Agreement by and between Sublessor and BancorpSouth Bank dated January 29, 2004 and secured, in part, by a Leasehold Deed of Trust, Fixture Filing, Assignment of Rents and Security Agreement dated recorded in the office of the Chancery Clerk of Lafayette County, Mississippi in Deed Book 942 at Page 911 (as amended from time to time, the “Original Deed of Trust”);

WHEREAS, Sublessor secured a subsequent loan from the BancorpSouth Bank in the amount of $30,000,000 (the “First Term Loan”) pursuant to a Loan Agreement dated October 30, 2012 to undertake and finance certain other projects to benefit athletic programs at the University and complete the payoff of the Loan;

WHEREAS, Sublessor secured a loan from Bankplus ("Lender") in the amount of $16,488,000 ("Second Term Loan") pursuant to a Loan Agreement dated March 25, 2019 secured by a leasehold deed of trust;

WHEREAS, Sublessor paid the remaining balance of $16,488,000 of the First Term Loan from BancorpSouth Bank on March 25, 2019 and the lien held by BancorpSouth bank was released;

WHEREAS, the Lender and Sublessor entered into that certain Note and that certain Real Estate Deed of Trust (the “Renewed Deed of Trust” and collectively with the Original Deed of Trust, the “Deed of Trust”), each dated the date hereof, to evidence such Second Term Loan (the “Loan Documents”);

WHEREAS, on the date hereof, the Sublessor and Sublessee will enter into that certain Third Amended and Restated Lease Agreement to extend the term to May 30, 2039; and
WHEREAS, Sublessor and Sublessee have amended and restated the original sublease of June 14, 2005 (the “Original Sublease”) on October 30, 2012 (the “Amended and Restated Sublease”) and June 22, 2015 (the “Second Amended and Restated Sublease”) in connection with the amendment and restatement of the Lease Agreement on those dates, the parties desire to enter into this Third Amended Sublease, evidence such Third Amended and Restated Lease Agreement and such other amendments as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEMISE AND RENTAL

1.1 Demise. Sublessor hereby sublets the Property, together with all improvements constructed thereupon and all fixtures permanently affixed or attached thereto (collectively, the “Facility”). Sublessee hereby accepts the Facility subject to the matters and exceptions set forth on Exhibit B attached hereto (the “Permitted Encumbrances”) and subject to the lien of the Deed of Trust.

1.2 Rental. The rental rate for the Facility shall be the rental set forth in the Third Amended and Restated Lease Agreement.

ARTICLE II

TERM

This Sublease, unless earlier terminated by an event of default hereunder or mutual agreement of the parties, shall be for a primary term of one (1) year (the “Term”), and shall automatically renew for successive Terms, unless either party shall provide sixty (60) days’ advance written notice of termination prior to the expiration of the then-current Term.

ARTICLE III

COVENANTS

3.1 Utilities and Maintenance. Sublessee shall furnish, at its own expense, all utility services to the Facility, including, without limitation, water, power, sewage, and trash removal. Sublessee shall furnish, at its own expense, ordinary janitorial and custodial services to the Facility and will maintain the Facility in good condition and repair during the Term of this Sublease.
3.2 Taxes. Throughout the Term hereof, Sublessee agrees to pay all taxes, which may be levied or assessed on, to or against the Facility and all personal property and/or contents of Sublessee stored, installed or contained therein.

3.3 Insurance. Insurance requirements are governed by Article IV of the Third Amended and Restated Lease Agreement between the University of Mississippi and the Ole Miss Athletics Foundation dated March 25, 2019.

3.4 Compliance with Loan Requirements. Sublessee agrees to observe and comply with all provisions and requirements of the Second Term Loan Agreement and the Deed of Trust relating to the use, occupancy or possession of the Facility.

3.5 Permitted Uses. Sublessee will not use or permit any person to use the Facility, or any part thereof, for any use or purpose in violation of the laws of the United States, the State of Mississippi, the ordinances of the City of Oxford, Mississippi or the provisions of any policies of insurance. Sublessee covenants that it will comply at all times with lawful health and policy regulations and will keep the Facility in a clean, secure and attractive condition.

ARTICLE IV

CASUALTY

4.1 Casualty.

(a) Sublessee acknowledges that, in the event of fire or casualty to the Facility during the Term hereof, any insurance proceeds payable to Sublessor are pledged to the Lender pursuant to the Second Term Loan Agreement and the Deed of Trust and that such proceeds will be paid into a cash collateral account maintained by Lender. Provided that no Event of Default has occurred under the Deed of Trust, Lender will make those proceeds available to Sublessor for the restoration of the Facility pursuant to a disbursement procedure reasonably satisfactory to Lender provided that: (i) the Lender determines that the Facility is capable of being restored to an economically viable unit in the Lender’s reasonable discretion; and (ii) such proceeds (together with an additional funds of Sublessor available for the restoration) are sufficient to restore the Facility in Lender’s reasonable determination.

(b) If, following an event of casualty to the Facility, the Lender does not make insurance proceeds available to restore or renovate the Facility due to an Event of Default by Sublessor under the Deed of Trust, then Sublessee shall have the right, but not the obligation, to cure the Event of Default and any funds expended or costs incurred by Sublessee for such purpose shall be charged to Sublessor and shall be payable together with interest at the rate of five percent (5%) within thirty (30) days following written demand for same.

(c) If, following an event of casualty, the Lender does make the insurance proceeds available for restoration of the Facility, the Sublessor shall promptly commence to restore or rebuild the Facility to as nearly as possible its condition immediately prior to the such destruction or damage, and shall proceed with reasonable diligence until such rebuilding or restoration is completed, except for delays caused by weather, material and/or labor shortages, or other causes beyond the reasonable control of Sublessor.
ARTICLE V

DEFAULT

5.1 Default by Sublessee. Sublessee shall abide by all terms, conditions, covenants and requirements under this Sublease, and the failure to so perform shall constitute an event of default hereunder, entitling Sublessee to all rights available to it at law or in equity. Without limiting the foregoing, if Sublessee shall fail to make expenditures required hereunder (including, by way of example, payment of taxes, impositions and insurance premiums) and such failure continues for thirty (30) days following notice thereof without cure (unless, in the case of taxes and impositions, same are being contested in good faith), then Sublessor shall have the right, but not the obligation to make such expenditures for and on behalf of Sublessee, provided that any funds expended or costs incurred by Sublessor for such purpose shall be chargeable to Sublessee and payable together with interest at the rate of five percent (5%) within thirty (30) days following written demand for same.

5.2 Default by Sublessor. Sublessor shall, at all times during the Term hereof, comply with all requirements, covenants and conditions of the Second Term Loan Agreement and the Deed of Trust and any Event of Default as defined hereunder shall constitute a default by Sublessor under this Sublease. In the event of such default, Sublessee shall have the right, but not the obligation, to attempt to cure such default for and on behalf of Sublessor to the extent practicable, and any funds expended or costs incurred by Sublessee for such purpose shall be charged back to Sublessor and shall be payable together with interest at the rate of five percent (5%) within thirty (30) days following written demand for same. Without limiting the foregoing, Sublessor shall abide by all terms, condition, covenants and requirements under this Sublease, and the failure to so perform shall constitute an event of default hereunder, entitling Sublessee to all rights available to it at law or in equity.

5.3 Remesies Cumulative. The rights and remedies under this Sublease are cumulative and the exercise of any one right or remedy shall not preclude, waive or prejudice the right to exercise any other available remedy.

ARTICLE VI

MISCELLANEOUS

6.1 No Merger. Any reversionary interest of the Sublessee in the Facility shall not merge into any interest in the Facility conveyed by this Sublease. However, upon the expiration of the Term of this Sublease, title to the Facility shall vest and/or revert to Sublessor, and each party hereto covenants with the other to execute and record, if applicable, all such documents and/or further assurances as are necessary to confirm and vest title in and to the Facility in Sublessor, without lien, encumbrance or restriction other than the Permitted Encumbrances.
6.2 **Right of Inspection.** During the Term hereof, the Sublessor, and so long as the Deed of Trust remains outstanding, the Lender and the representatives of such persons, may, during normal business hours, upon reasonable notice to the Sublessee, inspect the Facility, and the records with respect to the maintenance and operation thereof. Any such inspection will not unreasonably disturb or interfere with the normal operation or maintenance of the Facility, or the conduct by the Sublessee of its business and will be in accordance with the Sublessee’s safety and insurance programs.

6.3 **Short-Form Memorandum.** Sublessor and Sublessee agree to execute, and record, upon the request of either party hereto, a short-form memorandum of this Sublease, to be recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi.

6.4 **Notices.** All notices to be given pursuant to this Sublease, required or elective, shall be in writing and shall either be served personally or sent by prepaid certified or registered mail to the address of the parties below specified on or such other address as may be given by written notice in the manner set forth in this paragraph.

**To the Sublessor:**

Keith Carter  
Executive Director  
Ole Miss Athletics Foundation  
100 Coliseum Loop  
Suite B  
University MS 38677

**To the Sublessee:**

Larry Sparks  
Interim Chancellor  
University of Mississippi  
216 Lyceum  
University, MS 38677

6.5 **Subordination.** Sublessee agrees that this Sublease and its interest hereunder shall be subordinate in all respects to the lien of the Deed of Trust and to any and all advances to be made thereunder. Sublessee acknowledges that its interest in the Facility and Property pursuant to this Sublease is subject to early termination in the event of a default under the Deed of Trust and foreclosure thereof by Lender.

6.6 [This section is intentionally left blank]

6.7 **Governing Law.** This Sublease shall be governed, construed and enforced in accordance with the laws of the State of Mississippi.

6.8 **Counterparts.** This Sublease may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties have executed this Sublease to be effective the date and year first written above.

SUBLESSOR

GLE MISS ATHLETICS FOUNDATION

By: __________________________________________
    Keith Carter, Executive Director

By: __________________________________________
    Don L. Fruge, Chairman

SUBLESSEE

THE UNIVERSITY OF MISSISSIPPI

By: __________________________________________
    Larry Sparks, Interim Chancellor
A fraction of the North Half of Section 29, Township 8 South, Range 3 West, Lafayette County, Mississippi, containing 8.22 acres, more or less, and being described in more detail as follows:

Commencing from the Northwest Corner of said Section 29; run thence East, a distance of 3010.20 feet to a point; thence South, a distance of 1498.54 feet to a ½” tube set at the point of beginning.

From said point of beginning; run thence South 16°47'05" West, a distance of 106.26 feet to a ½" tube set; thence South 50°40'17" West, a distance of 570.52 feet to a ½" tube set; thence North 57°12'56" West, a distance of 81.21 feet to a ½" tube set; thence South 08°13'12" East, a distance of 32.49 feet to a ½" tube set; thence South 81°46'50" West, a distance of 30.00 feet to a ½" tube set; thence North 08°13'16" West, a distance of 58.57 feet to a ½" tube set; thence North 57°12'54" West, a distance of 342.75 feet to a ½" tube set; thence North 32°47'05" East, a distance of 517.34 feet to a ½" tube set; thence South 56°55'49" East, a distance of 95.11 feet to a ½" tube set; thence North 33°04'13" East, a distance of 178.87 feet to a ½" tube set; thence South 49°53'59" East, a distance of 84.70 feet to a ½" tube set; thence South 37°31'06" East, a distance of 122.11 feet to a ½" tube set; thence South 57°29'01" East, a distance of 314.68 feet to the point of beginning.
EXHIBIT B
Permitted Encumbrances

1. Term and conditions of the Prime Third Amended and Restated Lease Agreement.
PROJECT NUMBER 44410
AMENDMENT # 2 TO
SMARTLINX MEDICAL DEVICE INFORMATION SYSTEM AGREEMENT
BETWEEN
CAPSULE TECH, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This document (hereinafter referred to as “Amendment Number 2”) shall serve to amend the original Smartlinx Medical Device Information System Agreement executed on July 1, 2016 and amended on September 21, 2017 (hereinafter referred to as “Agreement”), between Capsule Tech, Inc., a Delaware corporation having its principal place of business at 300 Brickstone Square, Suite 203, Andover, Massachusetts 01810 (hereinafter referred to as “Capsule” and/or “Vendor”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “UMMC”).

WHEREAS, the original Agreement specified that Capsule was the sole source provider for the device upgrades and warranty to Capsule Tech’s Smartlinx system warranty and support provided herein; and

WHEREAS, ITS issued Notice of Intent to Certify Sole Source No. 4123 and Notice of Intent to Certify Sole Source No. 4149 in an attempt to re-certify the sole source status of this procurement; and

WHEREAS, there being no objections to the sole source status being filed by any person or entity and the parties thereby determining this is indeed a sole source project;

NOW THEREFORE, ITS, UMMC, and Capsule, by entering into this Amendment Number 2, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) The parties agree and understand that the support services and maintenance shall be extended through June 30, 2022, as evidenced in Capsule Quote Number S-32730, attached to this Amendment Number 2 and incorporated into the Agreement by this reference.

2) Licensee’s purchase of Capsule’s Neuron2 is set forth in the Payment Table including Capsule’s quote S-27627 which is attached as Schedule A-2 to this Amendment Number 2, and is added as an entirely new Schedule A-2 to the Agreement, and is hereby incorporated into the Agreement by reference.

3) The Business Associate Agreement between the parties dated and effective August 12, 2011 (“First BAA”) was entered into with respect to the goods and services provided by Capsule under the Agreement. The parties agree that the First BAA was incorporated into the Agreement, and that all claims, damages and liabilities under the First BAA are included within and subject to Section 9 of the Agreement, as amended.
4) The parties agree that the Business Associate Agreement dated and effective July 1, 2016 and attached to the Agreement as Schedule F ("Second BAA"), was entered into with respect to the goods and services provided by Capsule under the Agreement. The parties agree the Second BAA is incorporated into the Agreement, and that all claims, damages and liabilities under the Second BAA are included within and subject to Section 9 of the Agreement, as amended. The parties also agree that, as of the effective date of the Second BAA, it supersedes the First BAA, and at which time the First BAA no longer applied.

All other terms and conditions of the Agreement executed on July 1, 2016 and amended on September 21, 2017, shall remain unchanged and in full force and effect. The Effective Date of this Amendment Number 2 is February 19, 2019.

State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center

By: ________________________________
   Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: February 19, 2019

Capsule Tech, Inc.

By: ________________________________
   Authorized Signature

Printed Name: _______________________
Title: ______________________________
Date: February 19, 2019

University of Mississippi Medical Center

By: ________________________________
   Authorized Signature

Printed Name: LouAnn Woodward, M.D.
Title: Vice Chancellor for Health Affairs
Date: February 19, 2019
### Part Number Description Qty. Unit Cost Total

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<th>Part Number</th>
<th>Description</th>
<th>Qty.</th>
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<td>SmartLinx Neuron2-UMPC-N1 upgrade N2</td>
<td>90</td>
<td>$1,900.00</td>
<td>$171,000.00</td>
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<tr>
<td>SL-AXON410-HW</td>
<td>SmartLinx Axon-4 port concentrator</td>
<td>5</td>
<td>$1,040.00</td>
<td>$5,200.00</td>
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<tr>
<td>DC-NU2-EXTBAT</td>
<td>SmartLinx Neuron2-external battery</td>
<td>25</td>
<td>$125.00</td>
<td>$3,125.00</td>
</tr>
<tr>
<td>SL-DIM-HW</td>
<td>SmartLinx Device Identification Module</td>
<td>75</td>
<td>$97.00</td>
<td>$7,275.00</td>
</tr>
<tr>
<td>B1-XXX</td>
<td>Device Serial Cable (generic)</td>
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Quote Number: S-27627

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Quote Number: S-32730
PROJECT NUMBER 44410
AMENDMENT #2 TO SMARTLINX MEDICAL DEVICE INFORMATION SYSTEM
AGREEMENT
BETWEEN
CAPSULE TECH, INC.
AND
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER THROUGH ITS CONTRACTING AGENT
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES

This document (hereinafter referred to as “Amendment Number 2”) shall serve to amend the original Smartlinx Medical Device Information System Agreement executed on July 1, 2016 and amended on September 21, 2017 (hereinafter referred to as “Agreement”), between Capsule Tech, Inc., a Delaware corporation having its principal place of business at 300 Brickstone Square, Suite 203, Andover, Massachusetts 01810 (hereinafter referred to as “Capsule” or “Vendor”), and the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “UMMC”) through its contracting agent, the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”).

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4123 in an attempt to re-certify the sole source status of this procurement; and

WHEREAS, there being no objections to the sole source status being filed by any person or entity and the parties thereby determining this is indeed a sole source project;

NOW THEREFORE, ITS, UMMC, and Capsule, by entering into this Amendment Number 2, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Licensee’s purchase of Capsule’s Neuron2 is set forth in the Payment Table including Capsule’s quote S-27627 which is attached as Schedule A-2 to this Amendment Number 2, and is added as an entirely new Schedule A-2 to the Agreement, and is hereby incorporated into the Agreement by reference. As a condition of Capsule’s Neuron2 offer attached as Schedule A-2, Licensee agrees that it is required to return at least ninety (90) Neuron1 devices to Capsule, at Capsule’s cost. If Licensee does not return at least ninety (90) Neuron1 devices to Capsule in a commercially reasonable amount of time, but in no event later than twelve (12) months from the time ITS signs this Amendment Number 2, then Licensee will be required to pay an additional nine hundred dollars ($900.00) per Neuron2 device purchased under this Amendment Number 2.

2) The Business Associate Agreement between the parties dated and effective August 12, 2011 (“First BAA”) was entered into with respect to the goods and services provided by Capsule under the Agreement. The parties agree that the First BAA was incorporated into the Agreement, and that all claims, damages and liabilities under the First BAA are included within and subject to Section 9 of the Agreement, as amended.

3) The parties agree that the Business Associate Agreement dated and effective July 1, 2016 and attached to the Agreement as Schedule F (“Second BAA”), was entered into with respect to the goods and services provided by Capsule under the Agreement. The parties agree the Second BAA is incorporated into the Agreement, and that all claims, damages and liabilities under the
Second BAA are included within and subject to Section 9 of the Agreement, as amended. The parties also agree that, as of the effective date of the Second BAA, it superseded the First BAA, and at which time the First BAA no longer applied.

All other terms and conditions of the Agreement executed on July 1, 2016 and amended on September 21, 2017, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center

By: ______________________________
    Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: ______________________________

University of Mississippi Medical Center

By: ______________________________
    Authorized Signature

Printed Name: ______________________
Title: ______________________________
Date: ______________________________
## SCHEDULE A-2
Payment Table

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit Cost</th>
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<tbody>
<tr>
<td>DC-NU2-UMPC</td>
<td>SmartLinx Neuron2-UMPC-N1 upgrade N2</td>
<td>90</td>
<td>$1,300.00</td>
<td>$117,000.00</td>
</tr>
<tr>
<td>SL-AXON410-HW</td>
<td>SmartLinx Axon-4 port concentrator</td>
<td>5</td>
<td>$1,040.00</td>
<td>$5,200.00</td>
</tr>
<tr>
<td>DC-NU2-EXTBAT</td>
<td>SmartLinx Neuron2-external battery</td>
<td>25</td>
<td>$125.00</td>
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<td>BAT-0710</td>
<td>Neuron1-battery</td>
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<td>$125.00</td>
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<tr>
<td>SL-DIM-HW</td>
<td>SmartLinx Device Identification Module</td>
<td>75</td>
<td>$97.00</td>
<td>$7,275.00</td>
</tr>
<tr>
<td>B1-XXX</td>
<td>Device Serial Cable (generic)</td>
<td>75</td>
<td>$90.00</td>
<td>$6,750.00</td>
</tr>
</tbody>
</table>

**Grand Total:** $142,475.00

Quote Number: S-27627
# Exhibit 3

## Capsule Tech, Inc., UMMC-44410-Sole Source (4123)-Sept2017-Amendment #2 to Smartlinc Medical Device Information System

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**University of Mississippi Medical Center**

**Date:** 5/3/2018

**Number:** S-27057

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The products and services listed on this quote, and the products and services listed on any purchase order submitted by the customer in response to this quote, are governed by the terms and conditions of the Smartlinc Medical Device Information System Agreement (or an executed DataCaptor agreement) executed by Capsule Tech and the customer, as may have been amended, and including the additional terms and conditions contained in this Quote. For the avoidance of doubt, any other terms and conditions contained or referenced in the customer’s purchase order do not apply. This quote expires 60 days after the date highlighted above.

<table>
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<td>71</td>
<td>BY-XXX</td>
<td>Device Serial Cable (Generic)</td>
<td>0.00</td>
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**Hardware & Hardware Warranty Sub-Total:** 142,475.00

**Sub-Total:** 142,475.00

University of Mississippi Medical Center will decide on shipment dates for these devices based on the availability of dollars for this refresh project with an end date of May 2019.

**Additional Terms and Conditions related to promotional pricing for the Neuron 2s:**

As a condition of receiving Capsule’s discounted price for Neuron2s as shown in this Quote, Licensee agrees to return to Capsule the number of Neuron1 devices equal to the number of Neuron2s being purchased. Returns will be shipped by Licensee with shipping costs borne by Capsule. If Licensee does not return all Neuron1 devices being replaced by Neuron2 devices in a commercially reasonable amount of time then Licensee will be required to pay Capsule an additional nine hundred dollars ($900) per Neuron2 device purchased.

**Sub-Total:** 142,475.00

<table>
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<tr>
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</table>

**Invoicing Terms:**

For applicable products ordered, unless otherwise stated in the contract:

- Software: on order; Hardware & Hardware Warranty: as product is delivered; Professional Services: T&M, monthly, in arrears, as delivered; Fixed Fee, as per statement of work; Travel & Expense, monthly, in arrears, as incurred.

---

**Important:** Licensee agrees that the pricing offered for the Neuron 2 devices in this quote is subject to the additional terms and conditions contained above in this quote.

**Customer:**

**Signature:**

**Full Name:**

**Title:**

**Date:**

---

Thank you for your business

(please attach customer’s purchase order to sales order)

---

Capsule Tech, Inc.-UMMC-44410-Sole Source (4123)-Sept2017-Amendment #2 to Smartlinc Medical Device Information System
SMARTLINX MEDICAL DEVICE INFORMATION SYSTEM AGREEMENT

This SmartLinx Medical Device Information System Agreement ("Agreement") is entered into on July 1, 2016 ("Effective Date"), between CapsuleTech, Inc., located at 300 Brickstone Square, Suite 203, Andover, MA 01810 ("Capsule" or "Vendor"), and University of Mississippi Medical Center, located at 2500 North State Street, Jackson, MS 39216 ("Licensee" or "UMMC").

BACKGROUND

Capsule is the provider of the SmartLinx Medical Device Information System™ that facilitates interfacing between medical devices and hospital information systems, comprising the SmartLinx Software and certain hardware and accessories designed to be used with the SmartLinx Software.

Capsule and Licensee entered into a DataCaptor Solution License Agreement, dated September 14, 2009, for the predecessor product to the SmartLinx Software, known as the DataCaptor Solution ("Prior Agreement"). Although the licenses granted under the Prior Agreement are perpetual, Licensee wishes to enter into a new agreement to purchase Licenses and Hardware for new Facilities not covered by the Prior Agreement and to receive support from Capsule of the Licenses purchased under the Prior Agreement and this Agreement.

This Agreement applies only to the SmartLinx Software and Hardware provided by Capsule to Licensee pursuant to the Prior Agreement and this Agreement, and does not apply to any Capsule software or hardware provided by a third party.

AGREEMENT

1. Definitions

1.1 "DDI" means a software module used as part of the SmartLinx Software to connect to a specific Medical Device or hospital information system. The SmartLinx Software is typically installed with multiple DDIs and can use them simultaneously. "DDI Library" means the collection of DDIs available on Capsule's website.

1.2 "Documentation" means the user's guide, programmer's guide and help files included with the SmartLinx Software.

1.3 "Error" means a defect or malfunction consisting of reproducible behavior by the SmartLinx Software that does not correspond to the Documentation and that obstructs the use of the SmartLinx Software.

1.4 "Facility" means Licensee's hospital or other health care facility located at the "ship to" address on Schedule A. If multiple Facilities are intended to be covered by this Agreement, they must be listed in Schedule 1 or added by amendment to this Agreement.

1.5 "Hardware" means the hardware and accessories sold by Capsule to Licensee.

1.6 "License" means the right to use the SmartLinx Software in the Facility to connect Medical Devices to hospital information systems. The types of Licenses available as of the Effective Date are described in Schedule B. Licenses are specific to the Facility for which they are purchased and may not be transferred between Facilities. The types and numbers of Licenses being purchased by Licensee are specified in the Order. "Prior Licenses" mean the Licenses purchased by Licensee under the Prior Agreement, which are listed in Schedule A. Licenses will include the Prior Licenses unless the context requires otherwise.

1.7 "Medical Device" means a device that collects medical data via sensors or manual entry and for which Capsule has a current DDI available.

1.8 "Order" means Schedule A to this Agreement or a subsequent order either signed by both parties or issued by Licensee and accepted by Capsule.

1.9 "SmartLinx Software" means the Capsule software products identified on an Order. The SmartLinx Software also includes DDIs, Documentation and any Updates for such products provided to Licensee pursuant to this Agreement. All DataCaptor Solution software is now referred to as SmartLinx Software.

1.10 "Subscription Services" means those SmartLinx Software products that, if purchased by Licensee, are provided on an annual subscription basis, not as perpetual Licenses.

1.11 "Support" means Capsule's support and maintenance of the SmartLinx Software, as more fully described in Section 5 and Schedule D.
1.12 "Update" means an updated version of the specific SmartLinx Software products licensed to Licensee pursuant to this Agreement, including fixes, enhancements and new releases, but excluding anything that Capsule licenses as a separate product.

2. Use of the SmartLinx Software

2.1 License. Capsule grants to Licensee a non-exclusive, non-transferable right to use the SmartLinx Software subject to Licensee complying with the terms and conditions of this Agreement, including payment for the proper number and type of Licenses.

2.2 Intended Use Statements. Schedule C of this Agreement sets forth the intended use statements for the SmartLinx Medical Device Information System as a whole and the individual SmartLinx Software and Hardware products. LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THESE STATEMENTS, COVENANTS NOT TO USE THE CAPSULE PRODUCTS INCONSISTENT WITH THESE STATEMENTS, AND ACKNOWLEDGES THAT CAPSULE WILL HAVE NO LIABILITY FOR ANY SUCH USE. ALL DISCLAIMERS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION ARE APPLICABLE ONLY TO THE EXTENT AUTHORIZED BY MISSISSIPPI LAW.

3. Fees and Payment

3.1 License Fees. As a condition of the Licenses granted under this Agreement, Licensee shall pay Capsule the License fees set forth on an Order. Unless otherwise set forth on the Order, License fees will be invoiced upon execution of this Agreement.

3.2 Subscription Service Fees. Licensee shall pay Capsule the annual Subscription Services fees set forth on an Order. These fees may be increased by Capsule, effective as of the next renewal, by the lesser of (i) 5% per year or (ii) the increase in the consumer price index (CPI-U, All Items Less Food and Energy) since the last increase. Unless otherwise set forth on the Order, Subscription Service fees for the first year will be invoiced upon execution of this Agreement. Subscription Services renewal fees are due on the anniversary of the Subscription Service start date as set forth in Section 4.1(c), regardless of when the initial payment is due.

3.3 Support Fees. Licensee shall pay Capsule the annual Support fees set forth on an Order. These fees may be increased by Capsule, effective as of the next renewal, by the lesser of (i) 5% per year or (ii) the increase in the consumer price index (CPI-U, All Items Less Food and Energy) since the last increase. Unless otherwise set forth on the Order, the initial Support fees will be invoiced upon the Support term start date as set forth in Section 5.1(b). Support renewal fees are due on the anniversary of the Support term start date.

3.4 Hardware Fees. Licensee shall pay Capsule the Hardware fees set forth on an Order. Prices exclude shipping and handling costs; Licensee will be billed for those costs. Unless otherwise set forth on the Order, Hardware fees will be invoiced upon delivery of the Hardware.

3.5 Professional Services Fees. Unless otherwise set forth on an Order, Licensee shall pay Capsule the hourly fees and travel expenses invoiced by Capsule on a monthly basis in arrears, for the services agreed to by the parties in an SOW or an Order. Capsule will provide reasonable documentation of expenses upon written request from Licensee.

3.6 Taxes. All fees are exclusive of taxes, duties, levies and other similar charges. Pursuant to Mississippi law, Licensee is exempt from state sales and use taxes. To the extent Licensee is not exempt from such taxes, Licensee will be responsible for payment of any other taxes (excluding any taxes based on Capsule's income or operations), arising from the delivery of services, sale of products or license of technology to Licensee. Any such taxes required to be collected by Capsule will be invoiced to Licensee unless Licensee provides Capsule with satisfactory evidence of Licensee's exemption, which may be provided by submitting the form attached as Schedule H (subject to further verification at Capsule's reasonable request).

3.7 Payment. Payments will be made by check or bank transfer, within 45 days from the receipt of the invoice. If any undisputed amount is overdue and payment is not made within 10 days after written notice to Licensee, Capsule may suspend all deliveries and services to Licensee until payment is made. Invoices will be deemed undisputed if Capsule does not receive written notice specifying the breach within 75 days from the date of receipt of the invoice.
4. Delivery and Acceptance

4.1 Licensee

(a) All Prior Licenses were delivered and accepted prior to the Effective Date. Acceptance of subsequent Licenses or additional SmartLinx Software products occurs upon acceptance of the Order for those Licenses or products.

(b) Upon installation by Licensee, the SmartLinx Software will generate a code. Licensee will use that code in Capsule’s automatic key generation tool to create the corresponding unique key (“Site Key”). Upon input of the Site Key, the SmartLinx Software will be activated. A separate Site Key is required for each server on which the SmartLinx Software is installed and for each new SmartLinx Software product. Instructions for activation will be sent to the email address indicated in the “ship to” box on the Order, unless another email address is clearly identified on the Order for this purpose.

(c) The Subscription Services start date is the date on which the production license key to activate such Subscription Service is delivered to Licensee; the renewal date for Subscription Services is the anniversary of the start date.

4.2 Hardware

(a) Capsule will ship Hardware FOB Origin (Capsule’s US logistics platform), freight prepaid and charged back. Title and risk of loss to Hardware passes to Licensee upon delivery to the carrier.

(b) Acceptance of Hardware occurs upon delivery to Licensee. Acceptance may be revoked by Licensee in writing within 30 days after delivery, based solely on (i) discrepancies between the Hardware received and Licensee’s order, or (ii) any damage to the Hardware suffered prior to delivery. Claims made after such 30 day period or based on any other cause do not revoke acceptance but will be handled under the limited warranty in Section 7.2.

4.3 Implementation

(a) Licensee is responsible for procuring, installing, configuring and maintaining the Medical Devices, hardware, software, computer network and communications services needed to run the SmartLinx Software and Hardware.

(b) Licensee is responsible for installing the SmartLinx Software and Hardware components, physically connecting the Medical Devices, configuring the SmartLinx Software, integrating the SmartLinx Software to the medical software, and performing all necessary tests on the installation. Licensee may request that Capsule assist with the implementation, but Licensee has responsibility for final testing and approval of the SmartLinx Software and Hardware prior to use with patients.

(c) If Licensee wishes Capsule to assist with implementation of the SmartLinx Software for new Orders, the parties will agree upon a Statement of Work (“SOW”).

5. Support

5.1 Software Support Program

(a) The Support term(s) for Prior Licenses will renew on their respective renewal dates. The Support terms for additional Licenses starts upon acceptance of the Order for the additional Licenses. As long as Capsule is still offering support for the SmartLinx Software version used by Licensee and Licensee has paid the applicable Support fees, Capsule will provide Support to Licensee. If Support is terminated and Licensee wishes to receive Support again, Licensee will pay all Support fees for the intervening period.

(b) Capsule’s Support program for the SmartLinx Software, including contact information, service levels and excluded services, is set forth in Schedule D. Support does not include maintenance or repair of Hardware. Terms of the Hardware warranty are set forth in Schedule E.

5.2 Updates. As long as Licensee has paid the applicable Support fees, Licensee will have access, at no additional charge, to any Update that Capsule makes generally available.

5.3 DDIs.

(a) As long as Licensee has paid the applicable Support fees, Licensee will have unlimited access to the DOI Library to download DDIs.
(b) Upon Licensee's request, Capsule will determine the feasibility of developing new DDI's. Development of DDIs is not part of Support and may be subject to payment of additional fees. Once developed and made available to Licensee, support of such DDIs will be covered by Support. New DDIs are owned by Capsule and may be made available to other Capsule customers as part of the DDI Library.

6. Intellectual Property

6.1 Ownership

(a) Licensee acknowledges that the SmartLinx Software, and the technology in the Hardware, is owned by and proprietary to Capsule and Capsule’s suppliers, including all applicable rights to patents, copyrights, trade secrets and trademarks. Licensee shall not remove any copyright notices, patent markings, restricted right notices, restricted rights legends or other notices from the SmartLinx Software or Hardware without prior written permission. Nothing herein will be construed to assign or transfer any intellectual property rights in the SmartLinx Software or Hardware, or to license any rights other than as expressly set forth in this Agreement.

(b) Licensee shall not carry out reverse engineering on, decompile, disassemble or otherwise attempt to discover or derive the source code or other underlying intellectual property of the SmartLinx Software or Hardware. Licensee shall not create derivative works of the SmartLinx Software or combine the SmartLinx Software with other software.

6.2 Trademark. Licensee shall not use the trademarks SMARTLINX, DATACAPTOR, NEURON, AXON or CAPSULE, or any other trademarks, service marks or logos of Capsule, in any manner or form and for any purpose that has not been approved in advance by Capsule.

6.3 No Rights in Patents. Neither the delivery of the SmartLinx Software, Hardware, Documentation, Support or any other materials or services pursuant to this Agreement (collectively, the “Capsule Products”), nor any provision of this Agreement (including without limitation the access and/or license rights granted to Licensee herein) may be deemed or construed in any way to grant to Licensee or any other third party, either expressly, by implication or by way of estoppel, any right or license or other obligation with respect to (a) any Capsule, Qualcomm Life, Inc. (“QCL”), Qualcomm Incorporated or other Capsule affiliate’s patents or patent applications, including, without limitation, any patents or applications covering or relating to the Capsule Products, CDMA technology (including but not limited to CDMA 2000, WCDMA, UMTS, TD-SCDMA) or any other wireless WAN technology (e.g. without limitation, GSM) or any other air interface technology, (b) any non-patent intellectual property rights of any Capsule or QCL affiliate covering or relating to (1) the Capsule Products and any other product or invention provided or made available hereunder or (2) any combination of the Capsule Products or services provided or made available hereunder with any other product or invention.

6.4 Copies. Licensees may make a reasonable number of copies of the SmartLinx Software for testing, backup and archival purposes, provided that in no event may Licensee be running more copies of the SmartLinx Software in production than it has paid for Licensee. Licensee shall not create copies or derivative works of the documentation, including but not limited to the DDI help files, other than for its own internal use.

6.5 Sublicensing. Unless otherwise expressly agreed in advance in writing by Capsule, Licensee shall not sublicense the SmartLinx Software to a third party.

6.6 Audit. During the term of this Agreement and for two years after termination, Capsule may audit Licensee’s use of the SmartLinx Medical Device Information System. Audits may be requested once in any 12 month period on ten days’ advanced written notice. Audits will be coordinated through Licensee’s Office of Integrity and Compliance. Licensee will cooperate with the audit, including by providing access to any books, computers, records or other information that may relate to use of the SmartLinx Medical Device Information System. Audits will take place during normal business hours and will not unreasonably interfere with Licensee’s business activities. In the event an audit reveals unauthorized use of the SmartLinx Medical Device Information System, Licensee will immediately correct such unauthorized use, in addition to such other rights and remedies as Capsule may have.

7. Limited Warranty

7.1 Warranties Expired. Licensee acknowledges that all warranties for the Prior Licenses, Support and other services purchased prior to the Effective Date, or Hardware purchased more than one year prior to the Effective Date, have expired. The warranties below apply to Licenses, Hardware, Support and services purchased after the Effective Date.
7.2 **SmartLinx Software.** Capsule warrants for a period of 90 days from activation of the first Site Key for each SmartLinx Software product that such SmartLinx Software will perform substantially in compliance with the then-current Documentation. Licensee's exclusive remedy for any material non-compliance will be for Capsule to modify or replace the SmartLinx Software to cure such non-compliance, or, if Capsule cannot cure the non-compliance, Capsule will refund the amount Licensee has paid for the non-compliant SmartLinx Software and terminate this Agreement.

7.3 **Hardware Warranty.** Capsule warrants for the period stated in Schedule E from delivery to Licensee that the Hardware (i) is free of material defects in material and workmanship and will perform substantially in compliance with its Documentation, and (ii) is free and clear of all liens and encumbrances (other than those created or incurred by Licensee). Licensee's exclusive remedy for any material non-compliance will be for Capsule to repair or replace the non-compliant Hardware to cure such non-compliance, or, if Capsule cannot cure the non-compliance, Capsule will refund the amount Licensee has paid for the non-compliant Hardware. This warranty is subject to the conditions and procedures set forth in Schedule E.

7.4 **Services.** Capsule warrants for a period of 90 days after performance of a particular service that Support and any other services performed by Capsule will be of professional quality conforming to generally accepted industry standards. Licensee's exclusive remedy in the event of any material non-compliance will be for Capsule to re-perform the non-compliant services at no cost to Licensee or, if re-performance of the services is not feasible, Capsule will refund the amount Licensee has paid for the non-compliant services.

7.5 **Disclaimers.** LICENSEE ACKNOWLEDGES THAT NO WARRANTIES HAVE BEEN MADE BY CAPSULE EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION 7. CAPSULE DISCLAIMS AND LICENSEE WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES BASED ON COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

7.6 All disclaimers, limitations and exclusions contained in this Section 7 are applicable only to the extent authorized by Mississippi law.

8. [Intentionally left blank]

9. **Limitation of Liability**

9.1 **Exclusions.** Capsule will not be liable for any Claims or other damages or losses to Licensee or any third party resulting from (a) modification of the SmartLinx Software or Hardware without the express written consent of Capsule, (b) use of the SmartLinx Software or Hardware inconsistent with the Documentation, applicable laws or its intended use, (c) connection of the SmartLinx Software or Hardware with unsupported, defective or misconfigured medical devices, hardware, software, computer network, power or communications services, or (d) use of the SmartLinx Software without an Update that would have prevented such claim (whether or not Licensee is paying for Support).

9.2 **Limitation.**

(a) **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES BASED ON LOST PROFITS OR SAVINGS, LOSS OF DATA OR USE, COVER, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CLAIMS OR LIABILITIES IN THE AGGREGATE EXCEEDING THE TOTAL AMOUNT OF FEES PAID TO CAPSULE IN THE 12 MONTHS PRECEDING THE CLAIM OF DAMAGES.**

(b) These limitations will otherwise apply regardless of the form of action, whether based on contract, tort, statute or any other legal or equitable theory, even if a party has been advised of the possibility of such damages and even if a remedy has failed its essential purpose.

9.3 All disclaimers, limitations and exclusions contained in this Section 9 are applicable only to the extent authorized by Mississippi law.
10. Term and Termination

10.1 Termination. This Agreement and the Licenses are perpetual, except as set forth below:

(a) Either party may terminate this Agreement and the Licensee if the other party breaches this Agreement and such breach is not cured within 30 days after receipt of written notice specifying the breach.

(b) Subscription Services are not perpetual and may be terminated (i) by Licensee upon written notice to Capsule at least 30 days before the end of the term, or (ii) by Capsule for non-payment of fees 30 days after written notice to Licensee. Licensee will not be eligible for any pro-rated refund of fees already paid. Termination of Subscription Services does not terminate the Agreement or the Licenses for other SmartLinx Software.

(c) Support is not perpetual and may be terminated (i) by Licensee at any time upon written notice to Capsule, or (ii) by Capsule for non-payment of fees 30 days after written notice to Licensee. Licensee will not be eligible for any refund of fees already paid. Termination of Support does not terminate the Agreement or the Licenses.

10.2 Effect of Termination. Termination of this Agreement will terminate all Licenses and will not relieve Licensee of its obligation to make any payment due prior to the effective date of termination. Immediately upon termination, Licensee will uninstall and destroy all copies of the SmartLinx Software and Documentation and will certify such destruction in writing.

10.3 Survival. Sections 2.2, 3, 6, 7, 10.2, 11, 12 and 13 will survive termination of this Agreement according to their terms.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means any data or information regarding (a) the SmartLinx Medical Device Information System and other Capsule products, (b) either party's business operations that are not generally known to the public, including, but not limited to, information regarding products, services, suppliers, marketing strategies, finance, operations, customers, sales and internal performance results, (c) proprietary technology, including, but not limited to, concepts, designs, documentation, reports, data, specifications, software, databases, inventions, know-how and trade secrets, whether or not patentable or copyrightable, and (d) any information designated by the disclosing party as "confidential" or "proprietary" or which, under the circumstances, would be reasonably considered to be confidential. Confidential Information does not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is or becomes known to the receiving party without violation of any confidentiality restriction and without any restriction on the receiving party's further use or disclosure, or (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

11.2 Use and Disclosure Restrictions. Each party shall protect the other party's Confidential Information in its possession or control using the same degree of care that it uses to protect its own Confidential Information, which in no event shall be less than a reasonable degree of care. Neither party will use the other party's Confidential Information except for the purposes of this Agreement or disclose such Confidential Information to any third party except to employees or contractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to disclosure restrictions at least as protective as those set forth herein). However, the receiving party may disclose the other party's Confidential Information: (a) pursuant to the order or requirements of a court, administrative agency or other governmental body, or, as may be required by any law or regulation, provided that the receiving party gives reasonable notice to allow the disclosing party to contest such order or requirement (unless such notice is prohibited by law); and (b) on a confidential basis to legal and financial advisors.

11.3 Terms of this Agreement. The terms of this Agreement will be considered Confidential Information. However, the fact that Licensee and Capsule have entered into this Agreement will not be considered Confidential Information and each party may disclose that fact. The parties recognize and agree that Mississippi law as to public records and transparency shall govern this Agreement, Licensee will give notice prior to disclosure as required by law.
12. Compliance with Laws

12.1 General Compliance Requirement. Each party will comply with all applicable federal, state and local laws and regulations relating to its activities under this Agreement, including but not limited to (a) Medicare and Medicaid requirements, (b) Joint Commission standards, (c) federal and state fraud and abuse laws, and (d) HIPAA, HITECH and their associated regulations. Compliance with laws applicable to Licensee’s use of the SmartLinx Software and Hardware is the sole responsibility of Licensee. Capsule does not undertake or assume any obligation that may be imposed on Licensee by law, regulation or judicial decision, and Capsule has no responsibility to inform Licensee of any such obligation.

12.2 Government End Users: Government Funds. The SmartLinx Software is a Commercial Item, as that term is defined at 48 CFR 2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation, as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. Consistent with 48 CFR 12.212 or 48 CFR 227.7202-1 through 227.7202-4, as applicable, the SmartLinx Software is being licensed to government end users and other licensees using federally-sourced funds (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States and elsewhere.

12.3 Government Contracts. No terms or conditions required by any US Government contract or related subcontract shall be part of this Agreement or binding upon Capsule unless expressly agreed to in writing between Capsule and Licensee in an amendment to this Agreement, and Capsule rejects any government contract provisions included in or referred to by Licensee’s request for quotation, purchase order or any other document.

12.4 Anti-corruption Compliance. Licensee agrees that, in connection with the transactions contemplated by the Agreement or in connection with any other business transactions involving Capsule, QCL or QCL’s other affiliates, Licensee, and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act. Licensee covenants and agrees that it has not and will not, in connection with the transactions contemplated by the Agreement or in connection with any other business transactions involving Capsule, QCL or QCL’s other affiliates, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the parties that no payments or transfer of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

12.5 Export Laws. Licensee acknowledges that the Capsule Products and any other hardware, software, source code and technology obtained from Capsule are subject to the U.S. government export control and economic sanctions laws. Reseller assures Capsule that it and its Affiliates will not directly or indirectly export, re-export, transfer or release any Capsule Products or direct product thereof to any destination, person, entity or end-use prohibited or restricted under U.S. laws without prior U.S. government authorization to the extent required by applicable regulation. This section shall survive the expiration or termination of this Agreement.

13. General

13.1 Severability: Waiver. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of its provisions will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is finally declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the parties will substitute a valid and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the economic positions and original intentions of the parties. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder.

13.2 Assignment. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign, sell or otherwise transfer this Agreement without the prior written consent of the other party, unless: (i) the transfer is to a corporate affiliate or a successor by way of merger or reorganization, or as part of a transfer of all or substantially all of the transferring party’s assets or stock.

13.3 Independent Contractors. Capsule and Licensee are independent contractors with respect to each other. Nothing in this Agreement will be deemed to constitute the parties as partners, joint venturers, principal/agent or employer/employee. Neither party will have any authority to act or represent itself as an
agent of the other or in any manner to assume or create any obligation on behalf of or in the name of the other.

13.4 **Notice.** Any notice provided pursuant to this Agreement will be in writing and will be addressed to the parties as indicated below. Notices will be effective when actually received in paper form by the contact person, except that a notice sent by courier or by overnight, certified or registered mail, postage prepaid, return receipt or signature confirmation requested, will be effective on the date the notice was accepted, refused or returned undeliverable. Email addresses are provided for convenience only; delivery of notice by email will not be deemed effective even if actually received. Either party may change its address by giving notice of the new address to the other party.

**Capsule:**
CEO
CapsuleTech, Inc.
300 Brickstone Square, Suite 203
Andover, MA 01810
Fax: (978) 475-2980
Email: notice@capsuletech.com

**Licenses:**
University of Mississippi Medical Center
Office of the General Counsel
2500 North State Street
Jackson, MS, 39218
Fax: (601) 984-1897

13.5 **Governing Law and Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of Mississippi.

13.6 **Governmental Entity.** Capsule recognizes and acknowledges that Licensee, as a political subdivision of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect prohibited by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, will not be enforced to the extent it is prohibited or inconsistent.

13.7 **Employment Protection Act.** Capsule will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq., of the Mississippi Code of 1972 (as amended) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Capsule agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Capsule further agrees that any employee assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Capsule understands and agrees that any breach of these requirements may subject Capsule to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Capsule by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Capsule would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit subject to Section 8 of this Agreement.

13.8 **Representation by Counsel: No Inducement.** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to either party. In entering into this Agreement, neither party is relying on, or has been
induced by, any statement or omission of the other (or the other party's agents or employees) unless expressly contained in this Agreement.

13.9 Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior and contemporaneous proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. In the event of a conflict between the body of this Agreement and any schedule, the body of the Agreement will prevail. This Agreement may not be modified or altered, including by any click-through agreement, vendor registration process or pre-printed terms on a purchase order or invoice, except by written instrument signed by authorized persons from both parties specifically referencing this Agreement. Notwithstanding the foregoing, certain third party software may be included with the SmartLinx Software that is subject to its own license terms, which are included or referenced in the Documentation.

CAPSULETECH, INC.

By: [Signature]
Name: JASON HICKS
Title: FINANCE DIRECTOR

LICENSEE: University of Mississippi Medical Center

By: [Signature]
Name: LouAnn Woodward, M.D.
Title: Vice Chancellor for Health Affairs

SCHEDULES:
Schedule A – Prior Licenses
Schedule B – Licenses
Schedule C – Intended Use Statements
Schedule D – Support
Schedule E – Hardware Warranty
Schedule F – Business Associate Addendum
Schedule G – Tax Exempt Status
Schedule H – Facilities
Schedule I – Travel Policy
### SCHEDULE A
**PRIOR LICENSES**

<table>
<thead>
<tr>
<th>Facility</th>
<th>License Type</th>
<th>Number</th>
<th>Date Acquired</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Mississippi Medical Center</td>
<td>SmartLinx Facility Connectivity</td>
<td>722</td>
<td>9/21/2011</td>
</tr>
<tr>
<td>2500 North State Street, Jackson, MS 39216</td>
<td>License</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE B
LICENSES

SmartLinx Software Connectivity License, sold as perpetual licenses

Capsule markets three types of SmartLinx connectivity licenses to enable the SmartLinx Software application that is deployed on a hospital-provided server. This includes any client side applications required to acquire data from medical devices, including: SmartLinx Client that runs on a hospital-provided PC, in addition to three applications that run on the SmartLinx Neuron: SmartLinx Vitals Stream, SmartLinx Chart Xpress and SmartLinx Vitals Plus*.

The three types of connectivity licenses are:
(1) Location Connectivity License
(2) Mobile Connectivity License
(3) Facility Connectivity license

<table>
<thead>
<tr>
<th>Capsule Product</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SmartLinx Fixed Location Connectivity License</td>
<td>Provides Licensee the right to collect data from an unlimited number of medical devices per bed, for the number of beds licensed. Licensee has full access to the Capsule Customer Portal and may freely switch between different supported DDIs.</td>
</tr>
<tr>
<td>SmartLinx Mobile Connectivity License</td>
<td>Provides Licensee the right to collect data from a medical device that roams from room to room, such as a vital signs monitor, ventilator or anesthesia gas machine. The SmartLinx Mobile Connectivity License is licensed per Neuron, Axon or SmartLinx Client deployment, not per bed. Licensee has full access to the Capsule Customer Portal and may freely switch between different supported DDIs.</td>
</tr>
<tr>
<td>SmartLinx Facility Connectivity License</td>
<td>Provides Licensee the right to collect data from an unlimited number of medical devices per bed, for all licensed beds in Licensee’s Facility as of the effective date of the Facility Connectivity License. This Facility Connectivity License includes non-bed instances such as the emergency, pre-op, OR, PACU and outpatient departments within the same Facility, and up to 10% increase of licensed beds within the same Facility. The Facility Connectivity License is priced per licensed hospital bed, and all licensed beds in the covered Facility must be purchased on a single order. If outpatient facilities separate from the main Facility are included in the scope of integration, their patient locations need to be included in the total license count and their addresses listed on Schedule I. The Facility Connectivity License gives Licensee the right to use all client side connectivity (i.e., non-subscription) applications*.</td>
</tr>
</tbody>
</table>

*SmartLinx Vitals Plus is sold in two configurations; for spot monitoring only and for continuous monitoring. There may be an additional license fee to upgrade from spot monitoring to continuous monitoring, but spot monitoring usage is included within the continuous monitoring pricing.
Optional SmartLinx Software Licenses, sold as Subscription Services

To support advanced functionality, additional Licenses may be required to send uniquely managed data to multiple destinations systems, to provide clinicians an immediate score of the patient’s health status enabling direct and early intervention, or to provide advanced analytics. Unless otherwise noted, Subscription Services are priced on a per-bed basis.

<table>
<thead>
<tr>
<th>Capsule Product</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SmartLinx Multi-Feed</td>
<td>One outbound interface per Facility is included in the Licenses purchased above. If an additional uniquely-managed data set is required, for instance to send Alarm data with no data sampling to an Alarms &amp; Alerts system, then the SmartLinx Multi-Feed License would be required. This License provides Licensee the right to simultaneously send up to four additional uniquely-managed data streams to different destination systems (e.g. Alarms &amp; Alerts, Data Warehouse).</td>
</tr>
<tr>
<td>SmartLinx Early Warning Scoring System</td>
<td>Capsule's Early Warning Scoring System utilizes vitals acquired from Chart Xpress to provide clinicians with a bedside calculation of a hospital-configured score and associated recommended actions. Early Warning Scoring System is an add-on application to Chart Xpress and will be made available on both Capsule Neuron 1 and SmartLinx Neuron 2. The Early Warning Scoring System License will be sold per Neuron for which the application is activated.</td>
</tr>
</tbody>
</table>
SCHEDULE C
INTENDED USE STATEMENTS

**SmartLinx MDIS**
The SmartLinx Medical Device Information System is indicated for use in the collection, management and transmission of clinical information. The SmartLinx Medical Device Information System is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. The SmartLinx Medical Device Information System also supports collection of manually entered clinical information for storage, display, transmission or conversion. The SmartLinx Medical Device Information System is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

**SmartLinx Chart Xpress**
SmartLinx Chart Xpress is a software application in the SmartLinx Medical Device Information System indicated for use in the collection, management and transmission of clinical information. SmartLinx Chart Xpress is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. The SmartLinx Chart Xpress application also supports collection of manually entered clinical information for storage, display, transmission or conversion. The SmartLinx Chart Xpress application is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

**SmartLinx Vitals Stream**
SmartLinx Vitals Stream is a software application in the SmartLinx Medical Device Information System indicated for use in the collection, management and transmission of clinical information. SmartLinx Vitals Stream is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. SmartLinx Vitals Stream displays the current connection status for multiple devices. The SmartLinx Vitals Stream application is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

**SmartLinx Vitals Plus**
SmartLinx Vitals Plus has received 510(k) clearance by the FDA (K151071) with the following intended use: The SmartLinx Vitals Plus patient monitoring system is intended for monitoring physiologic parameters, including non-invasive blood pressure (systolic, diastolic, and mean arterial pressure), pulse rate, functional arterial oxygen saturation (SpO2), and temperature, on adult, pediatric, and neonatal patients in healthcare facilities when used by clinical physicians or appropriate medical staff under the direction of physicians.

**SmartLinx Client**
SmartLinx Client is a software application in the SmartLinx Medical Device Information System indicated for use in the collection, management and transmission of clinical information. SmartLinx Client is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. SmartLinx Client displays the current connection status for multiple devices. The SmartLinx Client application is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

**SmartLinx Server**
SmartLinx Server is indicated for use in the collection, management and transmission of clinical information. The SmartLinx Server is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. The SmartLinx Server is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

**SmartLinx Early Warning Scoring System (EWSS)**
SmartLinx Early Warning Scoring System is indicated for use in performing routine medical calculations used in clinical practice. It provides a framework for performing medical calculations that involves calculating the sum of a list of variables derived from values of selected physiological parameters. The framework provides capability to
configure: the list of physiological parameters; the criteria used to derive the variables from the physiological parameter values; and, the criteria used to determine the communications performed as a result of the score. The resulting score may be communicated to other medical devices or healthcare information systems, or, it may trigger the display of a message.

**SmartLinx Neuron 2**
SmartLinx Neuron 2 is a PC running a Microsoft Windows operating system, which is intended for use with the SmartLinx Medical Device Information System. It provides a standard Windows platform for software applications including SmartLinx applications. It also provides functional connections to medical electrical equipment, as defined by IEC 60601-1, for access by hosted applications.

**SmartLinx Axon**
SmartLinx Axon is a serial-to-Ethernet and wireless concentrator, which is intended for use with the SmartLinx Medical Device Information System. It provides functional connections to medical electrical equipment, as defined by IEC 60601-1, for access by SmartLinx Medical Device Information System.

**SmartLinx Device ID Module (DIM)**
SmartLinx Device ID Module (DIM) is intended for use with the SmartLinx Medical Device Information System to provide identification of connected medical devices.

*ver. 3-2016*
SCHEDULE D
SUPPORT

1. Scope of Support.
   (a) Support is available for the current and two previous major versions (e.g., versions 6.x and 7.x when the current release is version 8.x) of the SmartLinx Software, up to a maximum of eight years from the general availability release of each major version.
   (b) Support is available on a 24 x 7 basis.
   (c) Support will be provided remotely, which includes telephone, email and Capsule’s customer portal (to download Updates and access the Support knowledge base). If needed, with Licensee’s permission, Capsule may use remote access to an on-site installation through WebEx or another mutually agreeable equivalent that does not require on-site access by Capsule.
   (d) On-site Support will be provided only if Capsule determines it cannot resolve an issue remotely, in which case Capsule will come on-site without charge to Licensee.
   (e) Support does not include:
      (i) On-site maintenance or support (except as stated above).
      (ii) Capsule Hardware or any third party products or services.
      (iii) Errors resulting from use of the SmartLinx Software contrary to the Documentation (such as use with unsupported software or hardware), abuse, willful destruction or failure to install an Update provided by Capsule.
      (iv) Removal of errors due to modifications or attempted servicing by any party other than Capsule.

2. Conditions of Support.
   (a) Licensee will designate one or more named SmartLinx Software systems administrators who will maintain the system configuration, install drivers and perform upgrades as needed, administer back-ups and replace hardware. The System Administrators will function as the primary support contacts for Capsule.
   (b) Licensee will communicate with Capsule for Support Services solely through Capsule’s technical support helpdesk at support@capsuletech.com or other address provided by Capsule. Level 1 or 2 Errors may be reported by phone at 800-260-9537.
   (c) Updates will be provided to Licensee via download from Capsule’s website.

3. Billable Support. Requests for (i) assistance concerning problems with the operation of third party hardware or software, (ii) modification, customization or enhancement of the SmartLinx Software, or (iii) other services not included in Support pursuant to Section 1 above, will be billed at Capsule’s then-current rates. Capsule and Licensee will agree in advance prior to any billable services being provided.

4. Licensee Responsibilities.
   (a) Licensee will not send PHI to Capsule as part of a Support request.
   (b) Licensee will log in to the Capsule customer portal on a regular basis in order to obtain the most recent Updates, Documentation and other current information concerning Capsule Products. Capsule recommends logging in at least once a month and installing the most current Updates.
   (c) Licensee will provide Capsule with all the means and information reasonably required to facilitate Capsule’s Support, including but not limited to providing Capsule with remote access to the SmartLinx Software installation, if needed, and assisting in on-site troubleshooting.
   (d) Licensee is responsible for implementing a standard backup policy to ensure the backup of all data, files and programs in order to prevent any loss, destruction or alteration of such work.

5. Service Levels.
   (a) Level of Priority. A level of priority will be assigned by Capsule for each support request received by the helpdesk based on the following criteria:

CONFIDENTIAL
(ver. 6-2015)
Exhibit 3

<table>
<thead>
<tr>
<th>Incident Description</th>
<th>Response Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensee reports an Error that causes critical system components to be down</td>
<td>Critical = 1</td>
</tr>
<tr>
<td>interrupting business continuity.</td>
<td></td>
</tr>
<tr>
<td>*Production Environment only</td>
<td></td>
</tr>
<tr>
<td>Licensee reports an Error that prevents users from performing routine daily tasks.</td>
<td>High = 2</td>
</tr>
<tr>
<td>*Test or Production Environments</td>
<td></td>
</tr>
<tr>
<td>Licensee reports an Error that affects non-critical components or causes some</td>
<td>Medium = 3</td>
</tr>
<tr>
<td>annoyance but does not affect productivity.</td>
<td></td>
</tr>
<tr>
<td>*Test or Production Environments</td>
<td></td>
</tr>
<tr>
<td>Licensee reports an issue creating minor annoyance or cosmetic defect.</td>
<td>Low = 4</td>
</tr>
<tr>
<td>*Test or Production Environments</td>
<td></td>
</tr>
</tbody>
</table>

If a temporary workaround exists, the Error will be assigned to the next lower priority level.

(b) Response Time.

<table>
<thead>
<tr>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
<th>Priority 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Response</td>
<td>1 Hour</td>
<td>2 Hours</td>
<td>12 Hours</td>
</tr>
<tr>
<td>Status Update Frequency</td>
<td>Daily</td>
<td>Every 2 Days</td>
<td>Monthly</td>
</tr>
<tr>
<td>Objective for Resolution</td>
<td>3 Days</td>
<td>10 Days</td>
<td>Next Release</td>
</tr>
</tbody>
</table>

(c) Response,

(i) Once Capsule has determined that the issue is caused by the SmartLinx Software, Capsule will make reasonable efforts to determine the root cause and resolve the Error. The resolution timeframe provided above states Capsule’s objective for (A) resolving the Error, (B) providing a correction, or (C) providing a workaround. If a permanent resolution cannot be delivered within the timeframe, Capsule will provide a work plan for resolving the Error and will execute upon that work plan.

(ii) Licensee understands that certain portions of the SmartLinx Software are subject to FDA or other regulatory compliance requirements and that no software correction can be implemented in a production environment until it has passed Capsule’s validation process. The timeframe to resolve an issue will depend not only on the issue itself, but also on the time required to perform an appropriate validation.

6. Escalation. If Licensee does not receive the initial response, status update or resolution within the timeframes set forth in 5(b), or otherwise has a Support issue that is not resolved within a reasonable time within normal channels, Licensee may escalate to the next higher Capsule employee listed below.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Support</td>
<td></td>
<td><a href="mailto:support@capsuletech.com">support@capsuletech.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>800-280-9537</td>
</tr>
<tr>
<td>Director of Implementation &amp; Support</td>
<td>Robert Jennings</td>
<td><a href="mailto:rjennings@capsuletech.com">rjennings@capsuletech.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>317-818-1986</td>
</tr>
<tr>
<td>VP, Professional Services</td>
<td>John McHutcheon</td>
<td><a href="mailto:jmchutcheon@capsuletech.com">jmchutcheon@capsuletech.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>978-482-2306</td>
</tr>
<tr>
<td>VP Sales, North America</td>
<td>Curt Thornton</td>
<td><a href="mailto:curtt@capsuletech.com">curtt@capsuletech.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>978-482-2306</td>
</tr>
</tbody>
</table>

ver. 6-2014
## SCHEDULE E
### HARDWARE WARRANTY TERMS

<table>
<thead>
<tr>
<th>DURATION</th>
<th>Standard Warranty</th>
<th>Extended Warranty</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SmartLinx Axon 110, 410, 610</strong></td>
<td>1 year</td>
<td>Up to 5 years total (4 additional years available to purchase)</td>
</tr>
<tr>
<td><strong>SmartLinx Device Identification Module</strong></td>
<td>1 year</td>
<td>None</td>
</tr>
<tr>
<td><strong>SmartLinx Single Serial Port Extender</strong></td>
<td>1 year</td>
<td>None</td>
</tr>
<tr>
<td><strong>Cables (serial and patch), power cords, power supplies</strong></td>
<td>1 year</td>
<td>None</td>
</tr>
<tr>
<td><strong>Mounting solutions (wall mounts or extended poles)</strong></td>
<td>1 year</td>
<td>None</td>
</tr>
<tr>
<td><strong>Capsule Neuron 1, Docking Station, Mini-Dock</strong></td>
<td>1 year for device, 1 year for batteries (internal).</td>
<td>None</td>
</tr>
<tr>
<td><strong>SmartLinx Neuron 2</strong></td>
<td>2 years for device, 1 year for batteries (internal or external).</td>
<td>Up to 5 years total (3 additional years available to purchase) for device, None for batteries.</td>
</tr>
<tr>
<td><strong>Dual Battery Dock</strong></td>
<td>2 years (not including batteries).</td>
<td>Up to 5 years total (3 additional years available to purchase) for the dock and power cable.</td>
</tr>
<tr>
<td><strong>Standalone Dual EXTBAT AC Charger</strong></td>
<td>2 years (not including batteries).</td>
<td>Up to 5 years total (3 additional years available to purchase).</td>
</tr>
<tr>
<td><strong>NIBP Module &amp; Components</strong></td>
<td>2 years for the NIBP module, 2 years for the SmartLinx Neuron 2 connector cover, 2 years for OPD cuffs, 1 year for 3M hose, no warranty for disposable and vinyl cuffs other than initial use out of the packaging.</td>
<td>Up to 5 years total (3 additional years available to purchase) for NIBP module and connector cover, None for other accessories.</td>
</tr>
<tr>
<td><strong>Masimo SET Pulse Oximeter &amp; Components</strong></td>
<td>2 years for the uSpO2 pulse oximetry cable module, 2 years for the USB locking mechanism, 6 months for reusable sensors, no warranty for single-use adhesive sensors other than initial use out of the packaging.</td>
<td>Up to 5 years total (3 additional years available to purchase) for the uSpO2 pulse oximetry cable module and USB locking mechanism, None for other accessories.</td>
</tr>
<tr>
<td><strong>Exergen TAT-5000S Temperature Scanner &amp; Components</strong></td>
<td>5 years for the scanner, 6 months for single-use disposable caps and sheaths.</td>
<td>None</td>
</tr>
<tr>
<td><strong>Barcode Scanner</strong></td>
<td>5 years for scanner, 1 year for USB cable.</td>
<td>None</td>
</tr>
<tr>
<td><strong>Roll Stand</strong></td>
<td>5 years</td>
<td>None</td>
</tr>
<tr>
<td><strong>HID Proximity Card Reader Kit</strong></td>
<td>1 year</td>
<td>None</td>
</tr>
<tr>
<td>TERMS</td>
<td></td>
<td></td>
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<tr>
<td>------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Warranty Includes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardware and accessories purchased directly from Capsule.</td>
<td></td>
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</tr>
<tr>
<td>Defects in materials or workmanship under normal use during the warranty period.</td>
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<tr>
<td>The warranty period begins upon delivery of the product.</td>
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</tr>
<tr>
<td><strong>Warranty Excludes</strong></td>
<td></td>
<td></td>
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<tr>
<td>Products that have been:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• found to be defective after expiration of the warranty period;</td>
<td></td>
<td></td>
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<tr>
<td>• misused, abused, mishandled, modified or altered in any way, as reasonably determined by Capsule;</td>
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<tr>
<td>• used in conjunction with Capsule software that is more than two major releases behind the current release;</td>
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<tr>
<td>• damaged by spilled liquids;</td>
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<tr>
<td>• lost, stolen or damaged due to a natural disaster or other hazard such as fire, lightning strike, flood, etc.</td>
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<tr>
<td>Cracked screens (unless crack was present at delivery).</td>
<td></td>
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</tr>
<tr>
<td>Degraded battery performance from routine use and charging cycles. Due to the consumable nature of batteries and standalone power supplies, extended warranty does not cover these components, even if an extended warranty has been purchased for the product with which such component is used.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Damage caused by third party hardware, software, accessories, computer network, power or communications services.</td>
<td></td>
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</tr>
<tr>
<td>Capsule does not warrant that third party embedded software will be error free. Capsule will use commercially reasonable efforts to address such errors.</td>
<td></td>
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<tr>
<td><strong>Extended Warranty Purchase</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extended warranty may only be purchased prior to the end of the standard warranty and is only available if purchased for all of the same type of product on the same order.</td>
<td></td>
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</tr>
<tr>
<td>The full amount of extended warranty fees will be invoiced upon delivery of the products, or upon order if purchased after the product delivery date. Extended warranty fees are non-refundable and cannot be transferred to other products.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Remedy</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defective products will be replaced with new or refurbished products at Capsule’s discretion.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capsule will not return the same products to Licensee after repair and refurbishment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement products will be the same or newer versions, with the same or greater functionality than the original.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement products will be covered by warranty for the longer of 90 days from delivery or the remainder of the existing warranty period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RMA Process</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To initiate a warranty return and replacement, Licensee must follow the RMA process set forth on Capsule’s website: <a href="http://customercapsuletech.com/rma.htm">http://customercapsuletech.com/rma.htm</a>. The RMA policy contains additional details and restrictions, please review it to ensure best results are obtained for your product warranty.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capsule will ship replacement products within five business days after confirmation of defect and eligibility for replacement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defective products must be shipped to Capsule within 15 business days after receipt of replacements. If products are not shipped during this time period, Licensee will be invoiced for the current list price of a new (or refurbished, as applicable) product.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard shipping costs for replacement products and return of defective products will be paid by Capsule. Express shipment costs, if requested by Licensee, will be invoiced to Licensee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Licensee will be invoiced for the current list price of a new (or refurbished, as applicable) product and shipping both ways if the returned product is found not to be defective or to meet the inclusion/exclusion criteria.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*ALL DISCLAIMERS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SCHEDULE ARE APPLICABLE ONLY TO THE EXTENT NOT PROHIBITED BY MISSISSIPPI LAW.*
SCHEDULE F
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (hereinafter, the “Agreement”) is made and entered into as of the Effective Date of the Underlying Agreement, by and between CapsuleTech, Inc. (“Business Associate”), located at 300 Brickstone Square, Suite 203, Andover MA 01810, and the University of Mississippi Medical Center, located at 2500 North State Street, Jackson, MS 39216 (“Covered Entity”) (or, alternately, “UMMC”).

WITNESSETH:

WHEREAS, Business Associate and Covered Entity desire to enter into this Agreement in order to comply with the national standards for the privacy of individually identifiable Protected Health Information adopted by the Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, as published in a final rule dated December 28, 2000, and final rule modifications published January 25, 2013 (as may be now or hereafter amended or modified, “HIPAA”).

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms “Business Associate,” “Individual,” “Use,” “Disclosure,” and “Protected Health Information”, and other terms used, but not otherwise defined in this Agreement, shall have the respective meanings ascribed to those terms in HIPAA. The term “Covered Entity” shall further include any affiliate of Covered Entity, and “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards” as defined in HIPAA with the exception that it shall apply to the management of the conduct of Business Associate’s workforce, rather than Covered Entity’s workforce, in relation to the protection of that information.

2. Parameters of Business Relationship. Business Associate will perform services and/or provide goods for or on behalf of Covered Entity (“Services”) pursuant to the SmartLinx Medical Device Information System Agreement to which this Agreement is attached as Schedule G and incorporated therein by reference (“Underlying Agreement”). In performing Services for or on behalf of Covered Entity, Business Associate will be provided with and have access to individually identifiable Protected Health Information. Business Associate will Use all such Protected Health Information solely in the performance of Services for or on behalf of Covered Entity, in accordance with the terms of this Agreement, and Business Associate shall limit and regulate all Uses and Disclosures of all such Protected Health Information in accordance with the terms of this Agreement. Business Associate may Use and Disclose Protected Health Information as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate (collectively, “Business Associate’s Operations”). Business Associate may Disclose Protected Health Information as necessary for Business Associate’s Operations only if: (a) the Disclosure is required by law; or (b) Business Associate ensures that any person or organization to whom Business Associate will Disclose such Protected Health Information agrees in writing to comply with the applicable provisions of HIPAA, including, but not limited to, that the person or organization will (1) hold such Protected Health Information in confidence and Use or further Disclose it only for the purpose for which Business Associate Disclosed it to the person or organization as required by law; and (2) notify Business Associate of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

3. De-Identification. Covered Entity may, but shall not be obligated to, de-identify any or all Protected Health Information in accordance with HIPAA. If the Information received by Business Associate from Covered Entity has been appropriately de-identified, then such information will not be considered to be Protected Health Information for purposes of this Agreement and this Agreement shall not apply to such de-identified information.

4. Duties of Business Associate. Business Associate agrees to comply in all material respects with HIPAA when Using or Disclosing Protected Health Information received by Business Associate from or on behalf of Covered Entity including:
a. Business Associate will not Use or Disclose Protected Health Information received from Covered Entity in any way other than permitted or required by this Agreement. Business Associate may Use or Disclose Protected Health Information as otherwise required by law.

b. Business Associate will exercise appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as necessary for Business Associate to perform its obligations pursuant to the relationship described above in Section 2 of this Agreement.

c. Business Associate will promptly report to Covered Entity any Use or Disclosure of Protected Health Information which is not permitted or required by this Agreement or law and take such actions available as may be reasonably necessary to correct such Use or Disclosure. Business Associate's report of any such Uses or Disclosures shall be to the person who executed this Agreement for Covered Entity, or other individual who may be designated by written notice to Business Associate.

d. Business Associate will ensure that any and all subcontractors or agents to whom Business Associate Discloses Protected Health Information received from or on behalf of Covered Entity agree, in writing, to be bound by the same restrictions, conditions and duties that apply to Business Associate with respect to such information. Business Associate will identify all such subcontractors and agents to the Covered Entity upon written request from Covered Entity.

e. Business Associate will maintain appropriate procedures by which Individuals are granted access to their Protected Health Information. Such access must be granted in accordance with HIPAA.

f. Business Associate will make its internal policies and procedures, and its books and records relating to Uses and Disclosures of Protected Health Information received from Covered Entity or created or received by the Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of DHHS for purposes of determining Business Associate's and Covered Entity's compliance with HIPAA.

g. When notified by Covered Entity, Business Associate will make available Protected Health Information for amendment and incorporate any amendments or corrections to Protected Health Information maintained by Business Associate in compliance with HIPAA.

h. Upon request from Covered Entity, Business Associate will provide to Covered Entity an accounting of all Business Associate's Disclosures of Protected Health Information received from or on behalf of Covered Entity, except for Disclosures made to the Individual who is the subject of the Protected Health Information; Disclosures for treatment, payment and health care operations purposes (unless such Disclosures were made using an Electronic Health Record); Disclosures for national security, intelligence, correctional or law enforcement purposes; and Disclosures otherwise excluded from the accounting requirements pursuant to 45 C.F.R. § 164.528. Such an accounting shall provide:

- The date of each Disclosure;
- The name and address of the organization or person to whom the Protected Health Information was Disclosed;
- A brief description of the information Disclosed;
- Disclosures, other than those made at the request of the Individual, the purpose for which the information was Disclosed or a copy of the request or authorization for Disclosure.

Business Associate will provide the above accounting to Covered Entity as promptly as possible, but in any event no later than thirty (30) days after Covered Entity's request therefore. Business Associate shall provide for a means of accounting for Disclosures for as long as Business Associate maintains Protected Health Information received from or on behalf of Covered Entity.
i. Business Associate will comply with the applicable provisions of the HIPAA Security Rule, including, but not limited to, implementing Administrative Safeguards, Physical Safeguards, and Technical Safeguards (the "Safeguards") in accordance with HIPAA that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

j. Business Associate will make its policies, procedures, and documentation relating to the Safeguards available to the Secretary of DHHS for purposes of determining Covered Entity’s compliance with HIPAA.

k. Business Associate will request and Use or Disclose only the minimum amount of Protected Health Information necessary to serve the intended purposes of this Agreement.

m. Business Associate shall report promptly to Covered Entity any successful Security Incident within five (5) business days of Business Associate becoming aware of, or should have become aware of by exercising reasonable diligence, such Security Incident; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting electronic Protected Health Information, such report to Covered Entity will be made available upon request.

n. To the extent Business Associate is to carry out any obligation of Covered Entity required by HIPAA, Business Associate will comply with all HIPAA requirements that apply to Covered Entity in the performance of such obligation.

o. In addition, Business Associate shall notify Covered Entity of any breach of computerized sensitive personal information to assure Covered Entity’s compliance with the notification requirements of Title 75, Chapter 24, Section 28, Mississippi Code.

5. Duties of Covered Entity. Covered Entity agrees to comply in all respects with HIPAA when Using or Disclosing Protected Health Information including:

a. Provide Business Associate with any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, if such changes affect Business Associate’s permitted or required Uses and Disclosures;

b. Notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with HIPAA; and

c. Not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity, unless such Use or Disclosure is included in the Services to be performed pursuant to this Agreement and is for data aggregation or management and administrative activities of Business Associate.

6. Remedies Upon Breach of any Protected Health Information. Upon a suspected Breach of any Protected Health Information being held by Business Associate, Business Associate must notify Covered Entity within five (5) business days of Business Associate discovering such Breach, or of when Business Associate should have discovered such Breach by exercising reasonable diligence.

a. Such notice must at least:

* Identify the nature of the non-permitted or violating Use or Disclosure;
* Identify the Protected Health Information Used or Disclosed;
* Identify who made the non-permitted or violating Use or received the non-permitted or violating Disclosure;
• Identify what corrective action Business Associate took or will take to prevent further non-permitted or violating Uses or Disclosures; and
• Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating Use or Disclosure.

b. Covered Entity, at its option, may further require Business Associate to:

• Facilitate Covered Entity’s mitigation of damages arising from an improper Use or Disclosure by Business Associate;
• Exercise all reasonable efforts to retrieve improperly Used or Disclosed Protected Health Information;
• Establish and adopt new practices, policies and procedures as may be reasonable and appropriate to assure that Protected Health Information is not Used or Disclosed in the future in violation of HIPAA;
• Comply with all auditing or reporting requests by Covered Entity to demonstrate Business Associate’s compliance with HIPAA;
• Take such other actions as Covered Entity may reasonably require.

7. **Term: Termination.** This Agreement shall be in effect for the entire length of the underlying business relationship described in Section 2 of this Agreement. This Agreement may be terminated as follows:

a. Covered Entity may terminate upon written notice this Agreement and the underlying business relationship described in Section 2 of this Agreement in the event that Business Associate improperly Uses or Discloses Protected Health Information in breach of this Agreement.

b. Business Associate may terminate upon written notice this Agreement if it makes the determination that a material condition of performance has changed under this Agreement, or that Covered Entity has breached a material term of this Agreement.

c. Upon termination of this Agreement, Business Associate shall, upon request by Covered Entity, return to Covered Entity or destroy all Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity that Business Associate maintains in any form and all copies of such Protected Health Information as described above in Section 4. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. All rights, duties and obligations established in this Agreement shall survive termination of the underlying business relationship described in Section 2 and of this Agreement. The effective date of termination of this Agreement shall be when all of the Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity is destroyed or returned to Covered Entity. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, so long as Business Associate maintains such Protected Health Information.

8. **Change of Law.** In the event any state or federal laws or regulations now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto in such a manner as to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties may amend this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying rights, duties and obligations established in this Agreement.
9. **Indemnification; Insurance.** Business Associate will indemnify and hold Covered Entity harmless from and against any and all third party claims, damages, liabilities, losses and expenses (including reasonable attorney’s fees) based upon or arising out of Business Associate’s alleged or actual improper Use or Disclosure of Protected Health Information, pursuant to the procedures set forth in Section 8 of the Underlying Agreement.

10. **General Provisions.**

   a. **Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been delivered when given in the manner set forth below to the following addresses or fax numbers:

   **If to Business Associate:**

   CapsuleTech, Inc.  
   300 Brickstone Square, Suite 203  
   Andover MA 01810  
   ATTN: CFO  
   Fax: (978) 475-2980

   **If to Covered Entity:**

   University of Mississippi Medical Center  
   Office of Integrity and Compliance  
   2500 North State Street  
   Jackson, MS 39216  
   ATTN: Privacy Officer  
   Fax: (601) 815-3946

   CC: Office of the General Counsel

   Counsel to a party may give notice on behalf of a party. Such communications shall be deemed to have been given (a) three days after mailing, when mailed by registered or certified postage-paid mail, (b) on the next business day, when delivered by same-day or overnight national courier service or the U.S. Post Office Express Mail or (c) upon the date of receipt by the addressees when delivered personally or by fax. A party must receive a notice of change of address for it to be effective.

   b. **Entire Agreement; Amendment.** This writing constitutes the entire and only agreement of the parties with respect to HIPAA and supersedes any and all prior negotiations, understandings and agreements concerning the obligations regarding the Use and Disclosure of Protected Health Information; provided, however, if any written agreement between the parties imposes obligations and restrictions on Business Associate regarding Protected Health Information over and above those imposed by this agreement, those obligations and restrictions are not superseded hereby and shall survive. This Agreement supersedes the previous Business Associate Agreement between the parties, dated August 12, 2011. This Agreement may be amended, modified, superseded, canceled, renewed or extended only by a written instrument executed by the parties herein.

   c. **Waiver.** The failure by any party at any time to require performance or compliance by another of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by any party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the party against which such waiver is sought to be enforced.

   d. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and permitted assigns.

CONFIDENTIAL  
(ver. 6-2015)
e. **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party to this Agreement, except in connection with an assignment of the Underlying Agreement.

f. **Captions: Language.** The section headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of such sections. In this Agreement, unless the context requires otherwise, the singular includes the plural, the plural the singular, and the word "or" is used in the inclusive sense.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to evidence one and the same agreement.

h. **Third Party Beneficiaries: Privilege.** This Agreement does not and is not intended to confer any rights or remedies upon any persons other than the parties hereto. No attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Agreement.

i. **Applicable Law.** This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Mississippi and by HIPAA. In the event of any action or proceeding arising under this Agreement, the parties consent and agree that the forum for such action shall be in a court of competent jurisdiction located in Hinds County, Mississippi.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year first above written.

**BUSINESS ASSOCIATE:**
CapsuleTech, Inc.
By: [Signature]
Title: **FINANCE DIRECTOR**

**COVERED ENTITY:**
University of Mississippi Medical Center
By: [Signature]
Title: **Chief Integrity and Compliance Officer**
March 20, 1995

Mr. Charles R. Mullen
University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216-4505

Re: Governmental Exemption

Dear Mr. Mullen:

This is to confirm that University of Mississippi Medical Center does qualify for sales tax exempt status pursuant to Section 27-65-105(a), Mississippi Code of 1972. This Section provides that sales of tangible personal property or services to the United States Government, the State of Mississippi and its departments, institutions, counties and municipalities or departments or school districts of said counties and municipalities are exempt from sales taxes. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to and paid for directly by the exempt entity.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, even though said contractor or employee may be reimbursed for the expense by the exempt entity. The exemption also does not apply to Production Taxes nor Contractors Taxes levied by Sections 27-65-15 and 27-65-21, Mississippi Code of 1972, respectively.

You may provide a copy of this letter to your vendors in order to substantiate your exempt status. If we may be of further assistance, please do not hesitate to contact us.

Sincerely,

David Stevens, Assistant Director
Sales & Use Tax Division
TO WHOM IT MAY CONCERN

The University of Mississippi Medical Center is an agency of the State of Mississippi and is not subject to the State of Mississippi sales tax on purchases made for the use of the University of Mississippi Medical Center.

Sales Tax Exemption #64-6008520.

Charles R. Mullen, Comptroller

For Purchaser's Signature
Department: __________________________
SCHEDULE G
TAX EXEMPT STATUS

Request for Sales Tax Exemption Certificate

In order for Capsule to comply with state and local sales tax law requirements, it is necessary that we have in our files a properly executed exemption certificate from all our customers who claim sales tax exemption. If we do not have this certificate, we are obligated to collect the tax for the state in which the product is delivered.

Your cooperation in completing this request will be appreciated and will facilitate the efficient preparation of your invoices with regards to sales tax. If you should have any questions about this request please contact us as set forth below:

Mail:
CapsuleTech, Inc.
Attn: Finance Department
300 Brickstone Square, Suite 203
Andover, MA 01810

Email:
accounting.us@capsuletech.com

Fax:
+1 978-475-2980

Please select one of the following statements and sign below:

Licensee: ________________________________

_____ is Tax Liable.

X_____ is Tax Exempt and has attached a copy of our Tax Exemption Certificate.

Signature: _____________________________

Print Name: LouAnn Woodward, M.D.

Date: ________________________________
Exhibit 3

SCHEDULE H
FACILITIES

University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216

University of Mississippi Medical Center
960 J. K. Avent Drive
Grenada, MS 38901-5230
Exhibit 3

SCHEDULE I
TRAVEL POLICY
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER TRAVEL POLICY

AS RELATED TO OUTSIDE VENDORS

Airfare: Tourist accommodations ONLY! No first class or business class. A copy of the airline ticket must be provided as receipt documentation.

Baggage Handling: Receipts are required and explanation if in excess of $10.00 for total trip.

Meal Reimbursement: Actual meal cost not to exceed the State approved per diem rate for the local area. Receipts are required.

Mileage: Official business mileage will be reimbursed at the State approved rate. Points of travel must be identified.

Hotel: Single room rate only. An itemized hotel bill will be required for receipt documentation.

Parking at Airport: Receipts are required

Taxi: Receipts are required.

Rental Car: Compact or Intermediate car unless justified. Itemized receipts are required.

Miscellaneous expenses, such as printing, postage, etc. require receipt documentation.

NOTE: All travel costs for hotel, airline, etc., should be paid by the vendor and billed to UMMC for reimbursement. Under no circumstances shall the vendor's hotel room, meals or other travel expenses be billed directly to UMMC by third party providers.
Statement of Work

University of Mississippi Medical Center

Enterprise
Medical Device Integration - Statement of Work

This Statement of Work ("SOW") is between University of Mississippi Medical Center ("Licensee") and CapsuleTech, Inc. ("Capsule"), and is effective as of July 1, 2016. This SOW is governed by the terms and conditions of the SmartLinx Medical Device Information System Agreement ("Agreement") and incorporated by reference therein.

The purpose of this document is to provide an outline of the approach that will be used to manage the implementation of Capsule's Medical Device Information System at Licensee's Grenada facility.

This document defines Capsule's current understanding of the engagement's objectives, scope and assumptions based upon information gathered throughout the sales cycle and post-sales interviews. Modifications to information contained in this document occurring after approval will be considered a change in scope and managed through Capsule's Change Management process.

A. **Project Scope**:

<table>
<thead>
<tr>
<th>#</th>
<th>Site Name</th>
<th>Location (City, State)</th>
<th>Areas of Install (ICU, OR, etc...)</th>
<th># Beds</th>
<th>Integrated Testing (Date)</th>
<th>Go-Live (Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>University of Mississippi Medical Center (Grenada)</td>
<td>Grenada, MS</td>
<td>OR, PACU, Ambulatory Care, Endo, CCU, ED, ED Trauma, Peds, Nursery</td>
<td>128</td>
<td>TBD</td>
<td>Early Q3 2016</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Facility</th>
<th>Room Location</th>
<th>QTY</th>
<th>Device Type (Monitor, Vent, Anesthesia, etc...)</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Network/Serial/Gateway/Sl.Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grenada</td>
<td>OR</td>
<td>6</td>
<td>Anesthesia Cart</td>
<td>TBD</td>
<td>TBD</td>
<td>Serial (NeuronIQ)</td>
</tr>
<tr>
<td>2</td>
<td>Grenada</td>
<td>OR</td>
<td>6</td>
<td>Anesthesia Monitor</td>
<td>TBD</td>
<td>TBD</td>
<td>Serial (Axon110)</td>
</tr>
<tr>
<td>3</td>
<td>Grenada</td>
<td>PACU, ED, ED Trauma, Peds,</td>
<td>30</td>
<td>Patient Monitor</td>
<td>Datascopē</td>
<td>Passport 2</td>
<td>Gateway (Axon110)</td>
</tr>
<tr>
<td>4</td>
<td>Grenada</td>
<td>Endo, Nursery</td>
<td>7</td>
<td>Patient Monitor</td>
<td>Datascopē</td>
<td>Passport 2</td>
<td>Serial (Axon110)</td>
</tr>
<tr>
<td>5</td>
<td>Grenada</td>
<td>Ambulatory Care</td>
<td>15</td>
<td>Patient Monitor (future use)</td>
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<td>-</td>
<td>Serial (Axon110)</td>
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<tr>
<td>6</td>
<td>Grenada</td>
<td>CCU</td>
<td>9</td>
<td>Patient Monitor</td>
<td>Datascopē</td>
<td>Spectrum 9</td>
<td>Gateway</td>
</tr>
<tr>
<td>7</td>
<td>Grenada</td>
<td>CCU, ED Trauma</td>
<td>TBD</td>
<td>Ventilator</td>
<td>Draeger</td>
<td>V500</td>
<td>Serial</td>
</tr>
<tr>
<td>8</td>
<td>Grenada</td>
<td>CCU, ED Trauma</td>
<td>TBD</td>
<td>Ventilator</td>
<td>GE</td>
<td>iVent 201</td>
<td>Serial</td>
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<tr>
<td>Solutions</td>
<td>Quantity</td>
<td>Number of Beds</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>---------------------------------</td>
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<td></td>
<td></td>
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<tr>
<td>SmartLinx Gateway (Network)</td>
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<tr>
<td>SmartLinx Axon 110</td>
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<tr>
<td>SmartLinx Axon 410</td>
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<tr>
<td>SmartLinx Axon 810</td>
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<td></td>
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<tr>
<td>DTS 400, 800</td>
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<tr>
<td>Neuron – Vital Stream Fixed</td>
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<td>13</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Neuron – Vital Stream Mobile</td>
<td>6</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SmartLinx Client</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SmartLinx Chart Xpress</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>SmartLinx Vital Plus</td>
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<td></td>
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<tr>
<td>SmartLinx EWS5</td>
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<tr>
<td>Secure Association (Yes/No)</td>
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<td></td>
<td></td>
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<tr>
<td>WPA2 Enterprise (Yes/No)</td>
<td>YES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifeed (Yes/No) + Number of connectors</td>
<td>NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. Approach, Capsule Resources & Deliverables:

Project activities will produce baseline documentation that further refines the scope of the project, specifically with regard to budget, schedule, and the nature of ongoing project management. These baseline documents will become subsequent statements of work that further outline specifics with expected business/technology implications.

- **Project Manager** – A Capsule project manager (PM) will be assigned to coordinate and schedule resources and activities, working in partnership with the Hospital project manager. Primary responsibilities and activities include:
  - Serve as the primary Capsule point of contact
  - Coordinate and schedule Capsule resources
  - Conduct pre-kickoff planning calls to define project scope and assess the organization’s environment, resources, risks and readiness
  - Prepare and lead kickoff
  - Review a project plan with tasks, responsibilities and timing
  - Lead or assist hospital PM with regularly scheduled status calls
  - Schedule delivery of hardware and software
  - Facilitate issues resolution
  - Offer recommendations and best practices

- **Technical Consultant & Clinical Lead** – Capsule will provide Consultant(s) and documentation on the solution. Consultants will provide expertise and support for hospital personnel responsible for configuring and maintaining the Capsule system. Primary responsibilities and activities include:
  - Providing Server and interface specifications to ensure servers meet specifications and sizing according to the project requirements
  - Lead technical design sessions to finalize architecture, data flow and interfaces
  - Lead clinical design sessions as necessary
  - Assist with install, configuration and unit testing of SmartLinx software on Test, Primary, Secondary environments and MySQL Database
  - Assist with set up of connections and ports between systems based on defined architecture
  - Perform technical & clinical knowledge transfer during the project
  - Provide ad hoc technical & clinical support, consulting & recommendations
  - Support Functional & Integrated testing
  - Provide recommendations and best practices
  - Assist hospital technical personnel with Neuron set up
  - Engage with the clinical champion and leadership to accomplish high utilization rates and promote end user adoption
  - Provide formal technical training to site Administrator and clinical training to the clinical champion
  - Support Go Live, on site or remote, as determined by the Project Manager

- **Interface Specifications Document** – Capsule will provide HL7 interface specifications and work with the hospital to configure connections (inbound and outbound). If translations are needed the customer may translate data on the SmartLinx server or the hospital HL7 interface engine.

- **Go-Live** - The day the SmartLinx system which had been under development or operating in a limited test mode, is activated and sending medical device data to the EMR/CIS system.
C. **Project Milestones**

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
<th>Phase 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Project Preparation)</td>
<td>(System Implementation)</td>
<td>(Validation &amp; Clinical Training)</td>
<td>(Go-Live)</td>
</tr>
<tr>
<td>- Scope of Work/Purchase Order reviewed</td>
<td>- Schedule and conduct on site or remote technical training</td>
<td>- Installation and inventory of hardware, devices at all device locations (responsibility of Customer/site)</td>
<td>- Cut-over to production</td>
</tr>
<tr>
<td>- Project Kick-Off with customer</td>
<td>- 3rd party manufacturer system(s) installed &amp; configured by the hospital or vendor</td>
<td>- Validate data in EMR/CIS</td>
<td>- Go-Live support (onsite as needed)</td>
</tr>
<tr>
<td>- Roles/Responsibilities assigned</td>
<td>- SmartLinx System installed, configured and tested remotely and/or onsite</td>
<td>- Validate each device data set</td>
<td>- Transition to Capsule Support</td>
</tr>
<tr>
<td>- Inventory &amp; design of all devices</td>
<td>- System Design - verify system architecture/topology</td>
<td>- Validate each device in each location</td>
<td></td>
</tr>
<tr>
<td>- Feasibility/Risks identified</td>
<td>- Functional Design/Setup – verify variables, data rates, units, etc.</td>
<td>- Clinical end user training conducted</td>
<td></td>
</tr>
<tr>
<td>- Preliminary Project Plan approved</td>
<td>- ADT/LDAP installed, configured and tested (*)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Installation Go/No Go defined</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Server hardware provisioned (responsibility of Customer/site)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Capsule Hardware (Neuron, Axon, Device Cable Sets) delivery coordinated</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(*) ChartXpress, Vitalis Plus. When patient census (ADT) or staff directory (Active Directory - LDAP) interfaces are required, the System Implementation and Validation Phases will each be extended by a day.

D. **Project Assumptions**

- All networked devices will be connected to the network and capable of sending messages at least 30 days prior to Go Live (preferably 90) in time for sufficient testing to be performed.
- Flow sheets in the EMR/CIS will be built according to data parameters available in the Capsule "Help File" for each device.
- A copy of the flow sheet parameters will be provided to Capsule as soon as they are defined.
- HL7 messages will be sent inbound and outbound in the Capsule specified format.
- Support for the EMR/CIS will be provided by the hospital.
- Capsule consulting will be done remotely except for specific site visits agreed herein.
- A Train-the-Trainer approach is standard. Hospital personnel will be identified and trained to perform End User training for each area that will implement the Device Integration system and workflow.
- TCP/IP is the standard communication protocol.
- Sites will own responsibility for Neuron assembly.
- Sites will own responsibility for room level hardware deployment, such as mounting equipment, cabling and power supply.
- Purchasing additional hardware or equipment, such as bar-code scanners for the Chart Xpress solution, is the responsibility of the customer.
E. Customer Responsibilities:

The Hospital will be responsible for providing the following:

- Primary hospital staff resources to support the NDI project, including:
  - Site Project Manager
  - Network / IT / Server support
  - Biomedical or Clinical Engineer
  - Clinical Champion (if Chart Xpress, Early Warning Scoring System, Vital Plus in scope)
  - SmartLinx Administrator
    - The role of a qualified SmartLinx Administrator will be to maintain the system configuration, perform upgrades as needed, administer back-ups and manage interface processes. This person will be an active participant on any device integration projects involving Capsule solutions. This person will be assigned to the project prior to any technical training activities
    - Clinical Analyst - responsible for flow sheet configuration
    - Additional subject matter experts and documentation as needed
    - Any other third party or vendor support needed
    - MSSQL DBA expertise (with Automated Failover and/or Chart Xpress solution)
- Server hardware, network infrastructure and power to commission solution
- In the case of SmartLinx Client, a client PC meeting documented specifications for hardware, network and serial ports
- Required operating system and/or third party software required to support software application
- Required brackets, cables, power cords, network jacks, Ethernet cabling and all other connectivity and physical plant infrastructure necessary for a successful project.
- A written request to authorize Capsule to ship specific equipment to a specific location
- Standard Location Codes across all systems and facilities. If codes are not uniform, translations will be defined
- Define, document and execute clinical and integration test plans and workflow scenario scripts
- Maintain an Issues List and review with Capsule regularly during the Testing and Go Live phases to ensure issues are documented and escalated for timely resolution
- EMR/CIS and/or Medical Device manufacturers involvement if needed

F. Change Management Process:

Change is a normal part of any project and unplanned changes will undoubtedly occur. Any deviations that impacts the scope, schedule or costs agreed upon in this Statement of Work will be subject to the following Change Order procedure:

- A Change Order request will be submitted in writing to Capsule
- The involved personnel will review and discuss the proposed change(s) and make a decision whether to include the change in the scope of the project
- If the change requires additional cost, the Capsule PM and Regional Sales VP will estimate the incremental costs associated with the change(s)

The Change Order will be reviewed and approval obtained by receipt of a PO for the additional services, hardware or licenses being requested.

- If the changes impact the go-live date, the customer is responsible for the communication to all project associated participants.
G. **Professional Services Offering:**

The Professional Services estimate is based on Capsule’s extensive experience in implementing medical device information system using proven methodologies and a long track record of ensuring successful connectivity solution design and implementation. Our methodology is adaptable and responsive to individual project requirements, while still providing repeatability and a consistently high quality customer experience.

The estimated Professional Services commitment for this engagement is **$40,610.00** and will be invoiced monthly as incurred. Actual cost may vary based on actual time worked and travel expenses, and may be higher or lower than the estimate.

Additional hours may be purchased at a per hour rate of $195 for Technical Consulting or $225 for Project Management.

<table>
<thead>
<tr>
<th>Service Product</th>
<th>Deliverables</th>
<th>Capsule Hours</th>
<th>Rate</th>
<th>Location</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>Start, Track &amp; Close Project</td>
<td>90</td>
<td>225.00</td>
<td>Remote</td>
<td>$20,250.00</td>
</tr>
<tr>
<td>System Implementation</td>
<td>Install and configure server environment(s)</td>
<td>8</td>
<td>195.00</td>
<td>Remote</td>
<td>$1,560.00</td>
</tr>
<tr>
<td>Field Service</td>
<td>Admin Training/Hardware Orientation/Oversight on hardware installation/Confirm hardware connections to server/Assist with unit testing</td>
<td>16</td>
<td>195.00</td>
<td>Onsite</td>
<td>$3,120.00</td>
</tr>
<tr>
<td>Integration Testing &amp; Consulting Support</td>
<td>Testing/config support/ad hoc technical support, consulting &amp; recommendations</td>
<td>24</td>
<td>195.00</td>
<td>Remote</td>
<td>$4,680.00</td>
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<tr>
<td>Go-Live Support</td>
<td>Capsule Resource Available</td>
<td>40</td>
<td>195.00</td>
<td>Onsite</td>
<td>$7,800.00</td>
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<tr>
<td>Travel</td>
<td>Estimated travel &amp; Expenses</td>
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<td></td>
<td></td>
<td>$3,250.00</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$40,610.00</strong></td>
</tr>
</tbody>
</table>
**Exhibit 3**

```
Customer bill to:
University of Mississippi Medical Center
2000 N. State Street
Jackson, MS 39216-4505 US
Contact: Monte Lushing
Phone: (601) 866-6541
Email: mlushing@umc.edu

Customer ship to:
Grenada Lake Medical Center
980 Avent Drive
Grenada, MS 38901 US
Contact: Monte Lushing
Phone: (601) 364-6541
Email: mlushing@umc.edu

**The products and services listed on this quote are subject to the terms of the SmartLinx Medical Device Information System Agreement to which it is attached or as previously agreed to between the parties, or (if neither) the End User License Agreement included as part of the software. This proposal expires 120 days after the date highlighted above.**

<table>
<thead>
<tr>
<th>Software</th>
<th>Production</th>
<th>Accounting</th>
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<tbody>
<tr>
<td>LICENT1</td>
<td>120</td>
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<tr>
<td>MAINT247</td>
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**Software Sub-Total** 132,915.20

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<tbody>
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<td>B1-CPAT-XXX</td>
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<td>B1-XXX</td>
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<td>B1-DIM-CT-01</td>
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<tr>
<td>DC-HU2-UMPC</td>
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**Hardware Sub-Total** 46,841.00

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<tr>
<td>CONSULT-HM</td>
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<tr>
<td>CONSULT-TC</td>
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**Professional Services Sub-Total** 40,610.00

**Sub-Total** 220,166.20

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<tbody>
<tr>
<td>TBD</td>
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<table>
<thead>
<tr>
<th>Shipping</th>
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<th>Accounting</th>
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<tr>
<td>TBD</td>
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<table>
<thead>
<tr>
<th>Total</th>
<th>Production</th>
<th>Accounting</th>
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<tbody>
<tr>
<td>220,166.20</td>
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**Invoicing Terms:**
Software 100% on order; Annual Support: 100% on order; support begins upon signature by both parties, renewals on anniversary thereof; Hardware: 100% on Delivery; Professional Services: Monthly as Incurred; Travel & Expenses: Monthly as Incurred.

---

**Capsule Signature:**
Name: Jonathan McHugh
Title: Vice Chancellor For Health Affairs
Date: 6/14/2016

Thank you for your business.
(Please Attach Customer's Purchase Order to Sales Order)

---

**Capsule Representative**
Eric ERWIN, erwin@capsuletech.com

**Capsule Tech, Inc.**
300 Brickstone Square, Suite 203, Andover, MA 01810 USA
Phone: (978)-462-2300 | www.capsuletech.com
May 19, 2016

University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216-4600
United States

Re: Maintenance Notice

To Whom It May Concern

Thank you for choosing CapsuleTech. Below is a detailed explanation of your Maintenance/Support for the next period.

<table>
<thead>
<tr>
<th>Site</th>
<th>Original Software PO #</th>
<th>License Type</th>
<th>Qty</th>
<th>Maintenance Start Date</th>
<th>Maintenance End Date</th>
<th>Days</th>
<th>Previous Maintenance</th>
<th>% Inc</th>
<th>Increase Amount</th>
<th>Renewal Amount</th>
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<td>7/1/2016</td>
<td>6/30/2017</td>
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<td>$2,647.83</td>
<td>$130,745.03</td>
</tr>
</tbody>
</table>

Total to be invoiced: $128,735.03

Observation
Please note that this is an annually recurring fee and an increase was added in accordance with the terms of the contract.

3.2 These fees may be increased by Capsule, effective as of the next renewal, by the lesser of (i) 5% per year or (ii) the increase in the consumer price index (CPI-U, All Items Less Food and Energy) since the last increase.

Please contact us should you have questions or concerns.

Sincerely,

Gleisson Araujo
Accounting Specialist, Sr.
Direct: +1 978-482-2360
Cell: +1 617-779-7221
Fax: +1 978-482-2396
gleisson@capsuletech.com

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PROJECT NUMBER I3483
AMENDMENT #1 TO SMARTLINK MEDICAL DEVICE INFORMATION SYSTEM AGREEMENT
BETWEEN
CAPSULE TECH, INC.
AND
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER THROUGH ITS CONTRACTING AGENT MISSISSIPPI
DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the
original Smartlink Medical Devices Information System Agreement executed on July 1, 2016
(hereinafter referred to as "Agreement"), between Capsule Tech, Inc., a Delaware corporation
having its principal place of business at 300 Brickstone Square, Suite 203, Andover, MA 01810
(hereinafter referred to as "Capsule" or "Vendor"), and the University of Mississippi Medical Center
located at 2560 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as
"UMMC") through its contracting agent, the Mississippi Department of Information Technology
Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi
39211 (hereinafter referred to as "ITS").

WHEREAS, by virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the
Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in
the negotiation and execution of all contracts for the acquisition of information technology
equipment, software, and services; and

WHEREAS, the parties do hereby agree that the Agreement shall be modified so as to reflect that
ITS is now the contracting agent for UMMC moving forward;

NOW THEREFORE, ITS, UMMC, and Capsule, by entering into this Amendment Number 1,
mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Licensee's purchase of Capsule's Neuron2 is set forth in the Payment Table including
Capsule's quote S-30792 which is attached as Schedule A-1 to this Amendment No. 1, and is
decided as an entirely new Schedule A-1 to the Agreement, and is hereby incorporated into the
Agreement by reference. As a condition of Capsule's Neuron2 offer attached as Schedule A-1,
Licensee agrees that it is required to return at least thirty (30) Neuron1 devices to Capsule, at
Capsule's cost. If Licensee does not return at least thirty (30) Neuron1 devices to Capsule in a
commercially reasonable amount of time, but in no event later than twelve (12) months from the
time ITS signs this Amendment Number 1, then Licensee will be required to pay an additional
three hundred dollars ($300.00) per Neuron2 device purchased under this Amendment Number 1.

2) Subsection 9.2(a) under Section 9 "Limitation of Liability" on page 5 shall be and hereby
is deleted and replaced with the following:

9.2(a)(b): In no event will Capsule be liable to UMMC for special, indirect, consequential,
exemplary, reliance, punitive or incidental damages including lost profits or savings, or loss of
business interruption. For the avoidance of doubt, any damages awarded to a third party for

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Capsule Tech, Inc-UMMC-43483-Sole Source(016)-Sep2017-Amendment #1 to Smartlink Medical Devices
Information System

Page 1 of 8
which Capule is obligated to pay UMMC under and indemnification provision of any Business Associate Agreement between UMMC and Capule will be deemed to be direct damages regardless of how such damages are characterized by a court."

"3.2(a)(i): Unless jointly agreed otherwise in writing Capule's aggregate liability for any and all claims, damages and liability under the Agreement shall not exceed the total amount paid by UMMC to Capule or invoiced to UMMC by Capule under the Agreement during the twelve (12) months preceding the claim of damages. Excluded from the aggregate limitation of liability in this Section 3.2(a)(i) are (1) claims, damages and liability related to bodily injury and death where the products are used in accordance with Section 2.2 of the Agreement; and (2) claims, damages and liability caused by Capule's intentional and willful misconduct, gross negligent act(s) or bad faith conduct (as those terms are defined in Section 8.2(a)(ii) below). The language contained herein tending to limit the liability of Capule will apply to UMMC to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that Capule is precluded from relying on the aggregate limitation of liability in this Section 3.2(a)(i) where Capule acts fraudulently or in bad faith as that term is defined in Section 8.2(a)(ii) below."

"3.2(a)(ii): For purposes of this newly amended Section 3.2(a), the below terms are defined as follows:
(a) "Intentional and willful misconduct" means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such person or entity knew, or should have known, such act or failure would have on the safety or property of another person or entity.
(b) "Gross negligent act(s)" means action or inaction that is so reckless as to show complete disregard of or reckless indifference for the rights and safety of others.
(c) "Bad faith conduct" means an intentionally dishonest act by a person or entity which was intended to cause harmful consequences such person or entity knew would have on another person or entity.
For the avoidance of doubt, neither the terms "gross negligent act(s), "intentional and willful misconduct," nor "bad faith conduct" will be interpreted to mean a mere intentional nonperformance of a contractual obligation.

3) The parties agree that any Licensor purchases of Neuron2 devices from Capule are governed by the terms and conditions of the License Agreement, as amended.

4) The Business Associate Agreement between the parties dated and effective August 12, 2011 ("First BAA") was entered into in good faith and subject to the goods and services provided by Capule under the Agreement. The parties agree that the First BAA was incorporated into the Agreement, and that all claims, damages and liabilities under the First BAA are included within and subject to Section 8 of the Agreement, as amended.

5) The parties agree that the Business Associate Agreement dated and effective July 1, 2015 and attached to the Agreement as Schedule F ("Second BAA") was entered into in good faith and subject to the goods and services provided by Capule under the Agreement. The parties agree that the Second BAA is incorporated into the Agreement, and that all claims, damages and liabilities under the Second BAA are included within and subject to Section 8 of the Agreement, as amended. The
parties also agree that, as of the effective date of the Second BAA, it superseded the First BAA, and at which time the First BAA no longer applied.

6) Section 11.3 "Terms of this Agreement" shall be and hereby is revised to read as follows: "Transparency: In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-1-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of the Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-41-5(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of the Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted."

7) A new Section 13.10 titled "Availability of Funds" shall be and hereby is added to the Agreement and shall read as follows: "It is expressly understood and agreed that the obligation of UMHC to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the Federal government to provide funds, the State of Mississippi to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to UMHC, then UMHC shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to UMHC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. In the event of termination, Capsule shall be paid for satisfactory work completed or services rendered by Capsule in connection with this Agreement as of the date of receipt of notification of termination and accepted by UMHC."

8) A new Section 13.11 titled "Debarment and Suspension Certification" shall be and hereby is added to the Agreement and shall read as follows: "On an annual basis, Capsule verifies that neither it, its employees nor its principals: (a) are presently debarred, suspended, proposed for debarment, decla red ineligible, or voluntarily excluded from covered transactions per the FDA list of debarred persons and the HHS OIG list of excluded persons. In the event that Capsule learns that any of its employees are named on either list, then Capsule will promptly inform UMHC of each fact."

9) A new Section 13.12 titled "Statutory Authority" shall be and hereby is added to the Agreement and shall read as follows: "By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of Information technology equipment, software, and services. Capsule understands and agrees that ITS as contracting agent is not responsible for the performance or non-performance of any of UMHC's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by UMHC's funding source."
10) Unless expressly altered by this Amendment No. 1, all capitalized terms herein have the meanings provided in the License Agreement. Except as otherwise provided in this Amendment No. 1, all terms and conditions of the License Agreement remain in effect. In the event that this Amendment No. 1 and the License Agreement are inconsistent, this Amendment No. 1 supersedes the License Agreement, but only to the extent necessary to satisfy the purposes of this Amendment No. 1.

All other terms and conditions of the Agreement executed on July 1, 2016, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center

By: [Signature]
Printed Name: Craig P. Oggeron, Ph.D.
Title: Executive Director
Date: 9/21/17

Capua Tech, Inc.

By: [Signature]
Printed Name: Jonathan Miles
Title: Director, Finance
Date: 09/20/2017
### Schedule A-1
#### Payment Table

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DC-WJ2-UMPC</td>
<td>SmartLine Neurosurgery-UMPC-N1 upgrade N2</td>
<td>50</td>
<td>$1,299.88</td>
<td>$64,994.00</td>
</tr>
</tbody>
</table>

Quote Number: S-25722
### Exhibit 3

**Order Information**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>Description A</td>
<td>1000</td>
<td>$1.20</td>
<td>$1200.00</td>
</tr>
<tr>
<td>Item 2</td>
<td>Description B</td>
<td>500</td>
<td>$2.50</td>
<td>$1250.00</td>
</tr>
</tbody>
</table>

**Total** | **$2450.00** |

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**Date:** 09/30/2017

**Director, Finance:**

---

**Orlando Lewis, M.D.**

**Signature:**

---

**Date:** 09/30/2017

**QCL Legal Approved:**

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*Thank you for your business.*

---

*Please attach Customer Purchase Order to Sales Order.*
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE `March 21, 2019 BOARD MEETING SUBMISSION DEADLINE

NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL WHICH STATES:

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.
2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;
3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and
4. The design professional previously approved by the Board has not changed.

If the above four conditions have been met, the Board’s Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff until the budget increase is approved by the Board.
DELTA STATE UNIVERSITY

1. DSU– GS 102-258 – Sillers Coliseum Renovations

   NOTE: This is a Bureau of Building project

   Approval Request #1: Contract Documents

   Board staff approved Contract Documents as submitted by Cooke Douglas Farr Lemons, Architects & Engineers, P.A.

   Approval Status & Date: APPROVED, March 12, 2019

   Approval Request #2: Advertise

   Board staff approved request to advertise for receipt of bids.

   Approval Status & Date: APPROVED, March 12, 2019

   Project Initiation Date: October 16, 2014
   Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.
   General Contractor: TBD
   Total Project Budget: $2,850,000.00

2. DSU– GS 102-262 – Young Mauldin Renovation

   NOTE: This is a Bureau of Building project

   Approval Request #1: Change Order #5

   Board staff approved Change Order #5 in the credit amount of $5,384.97 and zero (0) additional days to the contract of Diversified Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

   Approval Status & Date: APPROVED, March 27, 2019

   Change Order Description: Change Order #5 includes the following item: credit issued for the difference in the price of two (2) ice machines.
Change Order Justification: These changes were necessary as the two (2) ice machines ordered were too large for the space provided so they were returned for two (2) smaller units.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $97,714.05.

Project Initiation Date: October 16, 2014
Design Professional: Burris/Wagnon Architects, P.A.
General Contractor: Diversified Construction Services, Inc.
Total Project Budget: $9,321,423.80

M I S S I S S I P P I   S T A T E   U N I V E R S I T Y

3. MSU- IHL 205-285A – MSU Chilled Water Loop Upgrade

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of $0.00 and sixty (60) additional days to the contract of Brislin, Inc.

Approval Status & Date: APPROVED, March 28, 2019

Change Order Description: Change Order #4 includes the following: Sixty (60) days added to the contract.

Change Order Justification: This change was necessary to correct the vibration issue of the Trane chiller #2 requiring the additional days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $465,813.45.

Project Initiation Date: August 17, 2017
Design Professional: Cook Douglas Farr Lemons, Architects & Engineers
General Contractor: Brislin, Inc.
Total Project Budget: $5,000,000.00
4. **MSU–IHL 205-287 – Parking Garage North**

   **Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on April 1, 2019 to approve the budget increase of the Parking Garage North project from $12,000,000.00 to $16,000,000.00, an increase of $4,000,000.00. The total project budget is $16,000,000.00.

   - **Project Initiation Date:** August 19, 2010
   - **Design Professional:** McCarty Architects & Engineers
   - **General Contractor:** TBD
   - **Total Project Budget:** $16,000,000.00

5. **MSU–IHL 205-295 – Critz Parking Lot**

   **Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on April 2, 2019 to approve the initiation of the Critz Parking Lot project and to appoint a design professional. The total project budget is $1,200,000.00.

   - **Project Initiation Date:** April 2, 2010
   - **Design Professional:** Garver, LLC
   - **General Contractor:** TBD
   - **Total Project Budget:** $1,200,000.00

---

**MISSISSIPPI UNIVERSITY FOR WOMEN**


   **NOTE:** This is a Bureau of Building project

   **Approval Request #1: Change Order #4**

   Board staff approved Change Order #4 in the amount of $43,525.55 and zero (0) additional days to the contract of Amason & Associates, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
Approval Status & Date: APPROVED, March 27, 2019

Change Order Description: Change Order #4 includes the following items: added a Turner Hall building sign; revisions were made to the south parking lot sidewalk; installed a smart water meter also adding a power connection and a data raceway; and exit light changes were made to a corridor.

Change Order Justification: These changes were necessary due to user/owner requested modifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $265,528.02.

Project Initiation Date: June 18, 2015
Design Professional: Pryor & Morrow Architects
General Contractor: Amason & Associates, Inc.
Total Project Budget: $8,200,000.00

7. MUW– GS 104-192 – Demolition of Taylor & Keirn Halls

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents
Board staff approved Contract Documents as submitted by JBHM Architects
Approval Status & Date: APPROVED, March 28, 2019

Approval Request #2: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, March 28, 2019

Project Initiation Date: March 21, 2019
Design Professional: JBHM Architects
General Contractor: TBD
Total Project Budget: $2,900,000.00
8. **MUW– GS 104-197 – Electrical System Upgrade**

**NOTE:** This is a Bureau of Building project

**Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on March 14, 2019 to approve the initiation of the Electrical System Upgrade project and to appoint a design professional. The total project budget is $2,500,000.00.

**Interim Approval Status & Date:** APPROVED, March 14, 2019

**Approval Request #2: Contract Documents**

Board staff approved Contract Documents as submitted by Atwell & Gent, P.A.

**Approval Status & Date:** APPROVED, March 15, 2019

**Approval Request #3: Advertise**

Board staff approved request to advertise for receipt of bids.

**Approval Status & Date:** APPROVED, March 15, 2019

**Project Initiation Date:** May 21, 2015

**Design Professional:** Atwell & Gent, P.A.

**General Contractor:** TBD

**Total Project Budget:** $2,500,000.00

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**UNIVERSITY OF MISSISSIPPI**

9. **UM– IHL 207-372 – South Campus Recreation Facility & Transportation Hub**

**Approval Request #1: Change Order #13R2**

Board staff approved Change Order #13R2 in the amount of $129,377.28 and fifty-six (56) additional days to the contract of Zellner Construction Services, LLC.

**Approval Status & Date:** APPROVED, March 27, 2019
Change Order Description: Change Order #13R2 includes the following items: field painted the acoustic grid and tile in the food service area; installed man doors for plywood mezzanine access; installed additional expansion joints and control joints in the gypsum board assemblies; relocated the duct detector remote testing boxes; removed the pump house and wet well from the project; installed sheet metal lintel soffits at the gymnasium windows; installed plywood, Tyvek and brake metal to span voids at the overhead doors; credit issued in a change for a solid surface at the top of the gymnasium dasherboard kneewall and installed brake metal for the kneewall; installed additional control joints in the leveled floor; provided Armorseal Rexthane with Shark Grip at various locations; installed concrete sealer with Shark Grip at all other locations to receive concrete sealer; added two (2) rungs to the top of the safety ladder and installed a safety ladder post; added a red-painted graphic to the building north elevation; added curb and nosing to adjust elevations of the sidewalk at the southwest corner of the building; added one (1) exterior wall fixture to the exterior training area; added exterior outlets; modified the mezzanine guardrails; lengthened the stems of the light shroud pendant fixtures; installed additional LED fixtures in the private restroom; installed bolted steel cover plates where structural expansion joints are exposed; installed twenty-three (23) thermostat/CO2 cages; installed a finish grade plywood substrate in lieu of non-finish plywood substrate in the additional corner guards; installed an HDPE closure over the gap between the MAC courts and basketball court; and fifty-six (56) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent jobsite conditions; user/owner requested modifications; and for work as indicated herein.

Total Project Change Orders and Amount: Thirteen (13) change orders for a total amount of $2,494,858.09.

Project Initiation Date: June 20, 2013
Design Professional: JBHM Architects, P.A.
General Contractor: Zellner Construction Services, LLC
Phased Project Budget: $30,772,069.71
Total Project Budget: $33,250,000.00
10. UMMC– GS 109-223 – Clinical Research Unit

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of $78,235.00 and five (5) additional days to the contract of Fountain Construction Co., Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, March 27, 2019

Change Order Description: Change Order #4 includes the following items: relocated the junction box for the existing EMCS; relocated the EMCS controls conduit; provided access controls; and five (5) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $20,860.34.

Project Initiation Date: May 18, 2017
Design Professional: Foil Wyatt Architects
General Contractor: Fountain Construction Co., Inc.
Total Project Budget: $7,500,000.00


Approval Request #1: Approval of Design Development Documents

Board staff approved the Design Development Documents as submitted by Dean and Dean Architects.

Approval Status & Date: APPROVED, March 14, 2019

Project Initiation Date: August 16, 2018
Design Professional: Dean and Dean Architects
General Contractor: TBD
Total Project Budget: $3,500,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI


NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $1,944,600.00 to the apparent low bidder, Codaray Construction, LLC.

Approval Status & Date: APPROVED, March 27, 2019

Project Initiation Date: January 18, 2018
Design Professional: Wier Boerner Allin Architecture
General Contractor: Codaray Construction, LLC
Phased Project Budget: $2,225,000.00
Total Project Budget: $4,880,480.00


NOTE: This is a Bureau of Building project

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Wier Boerner Allin Architecture.

Approval Status & Date: APPROVED, March 28, 2019

Project Initiation Date: January 18, 2018
Design Professional: Wier Boerner Allin Architecture
General Contractor: Codaray Construction, LLC
Phased Project Budget: $120,000.00
Total Project Budget: $4,880,480.00
EDUCATION AND RESEARCH CENTER

14. ERC– GS 111-056 – Paul B. Johnson Roof Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by JBHM Architecture.

Approval Status & Date: APPROVED, March 12, 2017

Project Initiation Date: November 21, 2018
Design Professional: JBHM Architecture
General Contractor: TBD
Total Project Budget: $750,000.00
1. SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by Ware Immigration (three statements, each dated 3/1/19) from the funds of Alcorn State University. (These statements, in the amounts of $1,500.00, $41.56 and $41.56, represent services and expenses in connection with immigration/labor certification.)

| TOTAL DUE | $1,583.12 |

Payment of legal fees for professional services rendered by Brunini, PLLC (two statements, each dated 3/21/19) from the funds of Mississippi State University. (These statements, in the amounts of $1,000.00 and $125.00, represent services and expenses in connection with general legal advice.)

| TOTAL DUE | $1,125.00 |

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 2/7/19) from the funds of Mississippi State University. (This statement, in the amount of $712.00, represents services and expenses in connection with legal advice.)

| TOTAL DUE | $712.00 |

Payment of legal fees for professional services rendered by Baker Donelson (statement dated 3/6/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $15,373.50, represents services and expenses in connection with legal advice.)

| TOTAL DUE | $15,373.50 |

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings, LLP (statement dated 2/6/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $428.14, represents services and expenses in connection with legal advice.)

| TOTAL DUE | $428.14 |
Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 1/25/19, 1/25/19, 2/20/19, 2/20/19, 2/20/19, 3/5/19, 3/11/19 and 3/11/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $16,297.14, $147.50, $4,264.00, $442.50, $39,073.85, $1,239.00, $796.50 and $1,091.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 63,351.99

Payment of legal fees for professional services rendered by Currie Johnson (statements dated 1/24/19 and 2/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,051.45 and $1,608.36, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 3,659.81

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 2/8/19, 2/8/19, 2/11/19 and 3/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,277.88, $2,995.00, $357.33 and $12.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 5,642.21

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 1/24/19 and 2/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $63,375.50 and $15,268.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 78,644.00

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 11/8/18, 2/8/19, 2/8/19, 2/8/19, 2/8/19 and 2/22/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,030.60, $247.50, $892.90, $181.50, $148.50 and $924.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 7,425.00
Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statements dated 8/7/18, 2/14/19, 2/14/19, 2/14/19 and 2/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $108.00, $115.50, $121.50, $270.00 and $621.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$ 1,236.00

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statements dated 1/31/19, 1/31/19, 1/31/19, 2/12/19, 2/19/19, 2/19/19 and 2/19/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $280.50, $298.50, $969.00, $1,413.72, $4,064.69, $4,471.50 and $6,270.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$ 17,767.91

Payment of legal fees for professional services rendered by Waller, Lansden, Dortch & Davis, LLP (statements dated 2/20/19 and 3/21/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $590.00 and $265.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$ 855.50

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 12/21/18, 1/11/19, 1/23/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 2/6/19, 2/6/19, 2/8/19, 2/20/19, 2/20/19, 2/20/19, 2/25/19, 3/7/19, 3/7/19, 3/7/19, 3/7/19, 3/8/19, 3/8/19, 3/8/19, 3/8/19 and 3/8/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $20,831.25, $643.50, $41,662.50, $1,043.25, $1,288.50, $511.50, $4,133.70, $181.50, $1,485.00, $3,135.00, $2,400.75, $123.75, $41,622.50, $365.34, $544.50, $1,386.00, $3,019.50, $2,186.25, $3,196.34, $41,662.50, $126.60, $354.75, $726.00, $3,019.50 and $1,072.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$ 174,526.73

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 1/3/19, 2/4/19, 2/4/19, 2/4/19, 3/4/19, 3/4/19, 3/5/19, 3/5/19 and 3/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $6,441.16, $567.00, $25,854.70, $1,687.70, $4,514.25, $14,733.20, $8,993.40, $1,011.60 and $3,770.95, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$ 67,573.96
Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castiglola & Banahan (statement dated 3/11/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $273.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$ 273.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 3/7/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $3,211.40, represents services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$ 3,211.40

Payment of legal fees for professional services rendered by Ware Immigration (five statements, each dated 3/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $73.30, $2,000.00, $41.56, $23.43, and $1,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.........................................................$ 3,638.29

Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 6/18/18, 8/23/18, 2/21/19 and 2/21/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Unsymmetric CCC-NHC Pincer Metal Complexes and Application” - $97.50; “Unsymmetric CCC-NHC Pincer Metal Complexes and Application” - $335.50; Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $38.00; and “Extruder Device” - $2,178.00.)

TOTAL DUE.........................................................$ 2,649.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 1/31/19, 1/31/19, 1/31/19, 1/31/19, 1/31/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19 and 2/27/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,142.00, $884.00, $38.00, $125.00, $544.00, $288.00, $1,262.85, $2,397.50, $100.00, $3,109.78, $1,579.00 and $612.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.........................................................$ 12,082.13
Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 1/15/19, 1/15/19 and 2/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $200.00, $3,767.50 and $300.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE…………………………………………………………………...........$ 4,267.50

2. SYSTEM – APPROVAL TO CONTRACT WITH HAND ARENDALL, LLC AS OUTSIDE COUNSEL

Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, has approved the agency’s emergency request to contract with attorneys Mark Waggoner and Christine Hart of Hand Arendall, LLC as outside counsel for the provision of legal services. The hourly rate will be $195 with a maximum amount payable under the contract of $40,000.
1. **SYSTEM – 2019 SPRING COMMENCEMENT SCHEDULES**

**Alcorn State University**
- **Time/Date:** 8:30 a.m., Saturday, May 4, 2019
- **Location:** Davey L. Whitney Health and Physical Education Complex
- **Speaker:** Mr. Leo Denault, Chairman & Chief Executive Officer, Entergy Corporation

**Delta State University**

*Graduate and College of Nursing & Health Sciences*
- **Time/Date:** 10:00 a.m., Friday, May 3, 2019
- **Location:** Bologna Performing Arts Center
- **Speaker:** TBD

*Undergraduate*
- **Time/Date:** 2:00 p.m., Friday, May 3, 2019
- **Location:** Bologna Performing Arts Center
- **Speaker:** TBD

**Jackson State University**

*Graduate*
- **Time/Date:** 4:00 p.m., Friday, May 3, 2019
- **Location:** Lee E. Williams Athletics and Assembly Center
- **Speaker:** Alum Bishop Ronnie Crudup, Pastor of New Horizon Church International Jackson, MS

*Undergraduate*
- **Time/Date:** 8:00 a.m., Saturday, May 4, 2019
- **Location:** Mississippi Veterans Memorial Stadium
- **Speaker:** Retired Brigadier General Robert Crear, CEO of The Crear Group Consulting Firm

**Mississippi State University**

*Meridian Campus*
- **Time/Date:** 11:00 a.m., Thursday, May 2, 2019
- **Location:** MSU Riley Center
- **Speaker:** Dr. Malcolm Portera, 16th President of Mississippi State University, 1998-2001
Starkville Campus, Undergraduate

College of Business, College of Education
Time/Date: 3:30 p.m., Thursday, May 2, 2019
Location: Humphrey Coliseum
Speaker: Major General Janson D. Boyles, Adjutant General of Mississippi, Mississippi National Guard

College of Arts & Sciences, College of Architecture, Art & Design, College of Veterinary Medicine
Time/Date: 9:30 a.m., Friday, May 3, 2019
Location: Humphrey Coliseum
Speaker: Major General Janson D. Boyles, Adjutant General of Mississippi, Mississippi National Guard

Bagley College of Engineering, College of Agriculture & Life Sciences, College of Forest Resources, University Studies
Time/Date: 3:30 p.m., Friday, May 3, 2019
Location: Humphrey Coliseum
Speaker: Major General Janson D. Boyles, Adjutant General of Mississippi, Mississippi National Guard

Mississippi University for Women
College of Nursing and Health Sciences
Time/Date: 10:00 a.m., Saturday, May 11, 2019
Location: Rent Auditorium, Whitfield Hall
Speaker: Colonel Samantha Weeks, Wing Commander at Columbus Air Force Base

College of Arts, Sciences and Education, and College of Business and Professional Studies
Time/Date: 2:00 p.m., Saturday, May 11, 2019
Location: Rent Auditorium, Whitfield Hall
Speaker: Colonel Samantha Weeks, Wing Commander at Columbus Air Force Base

Mississippi Valley State University
Time/Date: 8:00 a.m., Saturday, May 4, 2019
Location: Rice-Totten Stadium
Speaker: Mr. Victor McTeer, Retired Attorney
The University of Mississippi
Time/Date: 9:00 a.m., Saturday, May 11, 2019
Location: The Grove
Speaker: Major General Augustus L. Collins (U.S. Army, Ret.), CEO of MINACT Inc.

The University of Mississippi Medical Center
Time/Date: 10:00 a.m., Friday, May 24, 2019
Location: Mississippi Coliseum
Speaker: No Speaker

The University of Southern Mississippi
Graduate School
Time/Date: 6:00 p.m., Thursday, May 9, 2019
Location: Reed Green Coliseum, Hattiesburg, MS
Speaker: No speaker

Undergraduate
College of Arts & Sciences and College of Nursing & Health Professions
Time/Date: 9:00 a.m., Friday, May 10, 2019
Location: Reed Green Coliseum, Hattiesburg, MS
Speaker: No speaker

College of Business & Economic Development and College of Education & Human Sciences
Time/Date: 2:00 p.m., Friday, May 10, 2019
Location: Reed Green Coliseum, Hattiesburg, MS
Speaker: No speaker

USM Gulf Coast
Time/Date: 10:00 a.m., Saturday, May 11, 2019
Location: Mississippi Coast Coliseum, Biloxi, MS
Speaker: No speaker

2. **SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

a. **MSU** – On March 28, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for space at the NASA Stennis Space Center. The modification increases the square footage of space to be leased by 369 square feet or from 4,232 square feet to 4,601 square feet. The annual cost per square foot remains the same at $17.65/sf. Monthly rent will increase by $542.74 or a total
increase of $3,256.44 over the remaining 5 months of the current agreement term. All other terms of the Lease Agreement remain unchanged. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

b. **UM** – On March 13, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Mississippi and the Mississippi Office of the State Auditor for approximately 1,885 square feet of office space located at 2301 South Lamar Blvd., Oxford, MS. This is a revenue generating agreement with an initial term of 5-years beginning May 1, 2019. The OSA will pay rent in the amount of $825 per month for this 5-year term. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

c. **USM** – On March 13, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Southern Mississippi and the USM Sigma Nu Housing Corporation for the lease of USM Building #883 located at 118 Fraternity Drive, Hattiesburg on the USM campus for the purpose of fraternity housing. The term of the lease is one academic year beginning Fall 2019 at a cost of $1.00. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.