



FLORIDA A&M UNIVERSITY
DIVISION OF AUDIT

Report No. 20-21-0008
Assurance Services Report
Federal Contracts and Grants Disclosure



ACCOUNTABILITY • INTEGRITY • EFFICIENCY

June 11, 2021







Federal Contracts and Grants Disclosure

EXECUTIVE SUMMARY

On January 21, 2020, the Florida House of Representatives, Select Committee on Integrity of Research Institutions met regarding foreign corruption of research institutions. In response to concerns raised during the meeting, Florida Board of Governors, Chair Kitson, sent a letter to SUS Presidents regarding foreign influence disclosure policies, procedures, and practices. On January 30, 2020, FAMU (University) President Larry Robinson, Ph.D., responded in a letter to Chair Kitson, stating the University will cooperate with the Committee and its inquiry. Additionally, President Robinson informed Chair Kitson, that he had directed the Chief Audit Executive to undertake an audit of FAMU’s compliance with federal agency disclosure policies for federal contracts and grants.

The Division of Audit focused on the following objectives:

	OBJECTIVES	RESULTS
	<p>Internal Controls – Conflicts of Interest Reporting: Assessed the design and operating effectiveness of internal controls over reporting and follow-up on identified conflict of interest issues</p>	<p>Satisfactory</p>
	<p>Training – Financial Conflict of Interest/Foreign Influence: Assessed the completeness of training to ensure that all personnel are aware of foreign influence and financial conflict of interest disclosure requirements</p>	<p>Satisfactory</p>
	<p>Foreign Disclosure Reporting: Assessed whether the University and/or FAMU Foundation had complied with foreign disclosure reporting requirements related to Section 117 of the Higher Education Act for contracts and gifts over \$250,000</p>	<p>Improvement Needed</p>
	<p>Undisclosed – Financial Support or Foreign Components: Evaluated internal and external information to identify potentially undisclosed financial support and/or foreign components</p>	<p>Improvement Needed</p>



INTERNAL CONTROLS - CONFLICT OF INTEREST REPORTING

The University and FAMU Foundation had satisfactory internal controls over conflict of interest reporting. Highlights of the internal controls in place and operating effectively, include:

The University requires faculty, staff and students to disclose conflicts of interests and commitments

FAMU Foundation Board members are required to sign conflicts of interest statements

The University has implemented a Compliance and Ethics hotline as an additional method for reporting violations of University policy, compliance concerns, or misconduct

The University has established a process for routing and handling conflict of interest disclosures

Principal investigators, faculty, and students complete the financial conflicts of interest training online via the Collaborative Institutional Training Initiative (CITI) Program

Financial Conflict of Interests are routed to the FAMU Office of Sponsored Programs

The University has established a committee to assess and continuously improve the University's Research Security Framework and internal controls encompassing reporting and following up

Once conflicts disclosures are reported, the FAMU Animal Welfare and Research Integrity Office works with applicable Researchers to develop a management plan



TRAINING- FINANCIAL CONFLICT OF INTEREST/FOREIGN INFLUENCE

The University requires faculty, staff, and students to disclose conflicts of interests and commitments. The University utilizes the CITI system to administer training for faculty and students who are listed on grants to conduct human subject or animal welfare research. Additionally, the University provides regular training to ensure faculty, staff, and students are aware of their obligation to disclose any conflicts of interest. Examples of training the University have provided over the past year include:



The Office of Compliance and Ethics administered mandatory trainings during March 2020 - Code of Conduct and March 2021 – Conflict of Interest.



The Division of Audit administered mandatory internal controls training from August 2020 to February 2021 to ensure faculty and staff was aware of the requirement to establish and maintain internal controls to prevent and detect fraud, waste, and abuse, including conflict of interest reporting and disclosure requirements.



FOREIGN DISCLOSURE REPORTING

The University did not have effective monitoring controls in place to detect when a foreign disclosure reporting requirement was necessary to comply with Section 117 of the Higher Education Act. Consequently, 3rd party tuition payments from the Saudi Arabian Cultural Mission (SACM) totaling \$406,403.20 and \$730,498.14 for the 2018 and 2019 calendar years respectively were not reported to the United States Department of Education (USDOE) as required by law.

RECOMMENDATION

University officials must report the SACM 3rd party tuition payments made to the University for the 2018 (\$406,403.20) and 2019 (\$730,498.14) calendar years.

Additionally, University administration should assign a department and/or individual with the responsibility to monitor foreign influence activities to continuously assess if a USDOE foreign gift or contract reporting disclosure is required.



UNDISCLOSED -FINANCIAL SUPPORT OR FOREIGN COMPONENTS

The University and FAMU Foundation did not have additional undisclosed financial support or foreign components. The University’s control environment had policies and procedures requesting self-disclosure of conflicts of interest and/or commitments, including Board of Trustees Policy Number: 2005–14 *Financial and Other Conflicts of Interest and Commitment Governing Research* which the Board of Trustees approved at the June 2021 meeting. Our review of BOT Policy Number 2014-01 – *Export Control Policy* and 10.122 *Outside Employment Activities/Financial Conflicts and Other Interests*, noted a need for the policies to be enhanced to directly reference explicitly prohibited foreign threat activities, as well as guidance provided by the USDOE to ensure completeness of the disclosure



reporting requirement. The risk of information related to foreign activities not being disclosed as required by law is elevated as a result of the minimum guidance provided by the University to staff impacted by the disclosure reporting requirements.

RECOMMENDATION

Management should consider updating and revising the following policies to include foreign influence activities best practices to enhance the awareness and comprehension of significant issues and threats regarding foreign influence disclosure reporting requirements to mitigate the resulting potential foreign threats to U.S. National Security:

- BOT Policy Number 2014-01 – Export Control Policy
- 10.122 Outside Employment Activities/Financial Conflicts and Other Interests



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BACKGROUND

Section 117 of the Higher Education Act and Congressional Communications

Congress enacted Section 117 of the Higher Education Act (Section 117) requiring transparent reporting to counteract any distorting influence of foreign money on teaching, research, and culture and provide policymakers and the public with information to assess, detect, and respond to foreign influence operations under the guise of “academic” activities and to threats against U.S. research enterprise. Accordingly, Section 117 requires U.S. Colleges and Universities to report foreign gifts and contracts to the U.S. Department of Education (Department or USDOE). The mandate requires nearly all colleges and universities to report, twice each year, foreign gifts and contracts the value of which is \$250,000 or more (considered alone or in combination with other gifts or contracts with a foreign source) and to disclose any foreign ownership or control to the Secretary of Education. Section 117 does not prohibit institutions from taking foreign money; it mandates accurate and transparent disclosures of sources and amounts to the Department¹. Finally, the Department states that tuition payments are contracts under Section 117 of the Higher Education Act and if a foreign source pays tuition for one or more students and the \$250,000 threshold is met, the contract is reportable².

Best Practices

Universities should strive to implement best practices related to foreign disclosure to ensure compliance. Best practices include establishment of policies, procedures, and internal controls requiring the disclosure of the following items:

- Any planned collaborations (official or unofficial) with foreign or domestic organizations in grant proposals, including exchanges of personnel, materials, data, or confidential information;
- All resources made available to a researcher in support of and/or related to all of their research endeavors, regardless of whether or not they have monetary value and regardless of whether they are based at the institution the researcher identifies for the grant;
- Work performed by a researcher in a foreign location;
- Work performed by a researcher in a foreign location employed or paid for by a foreign organization; and
- All outside professional activities and relationships (visiting scientist, professor, adjunct).

¹ <https://www2.ed.gov/policy/highered/leg/institutional-compliance-section-117.pdf>

² <https://www.hoganlovells.com/en/publications/us-department-of-education-provides-notice-of-new-expanded-section-117-foreign-gift-and-contract-reporting-requirements-for-higher-education-institutions>



Common Failure to Disclose Areas

Federal law enforcement agencies have increased prosecutorial activity in unison with federal funding agencies issuance of penalties as a result of researcher’s failure to disclose:

- Foreign employment arrangements;
- Foreign grant support that creates problems with overlap or over-commitment;
- Non-disclosure of substantial ongoing and proposed foreign research support;
- Talent awards;
- Collaborations and foreign affiliations;
- Foreign grants; and
- Significant foreign financial conflict of interest.

Foreign Influence Key Events from December 2019 Through September 2020

Dates	Key Dates
December 3, 2019	Senator Rick Scott sent a letter to Florida University Presidents requesting information on what steps they have taken to safeguard research technology and intellectual property from foreign influence ³ .
December 6, 2019	The JASON Group released a report on Fundamental Research Security which provided technical data about specific security concerns as well as solutions that could broadly strengthen the U.S. fundamental research enterprise against foreign influence ⁴ .
December 19, 2019	Six scientists at the University of South Florida’s Moffitt Cancer Center were dismissed for failing to disclose their participation in China’s Thousand Talent Program ⁵ .
January 21, 2020	The Florida House of Representatives, Select Committee on Integrity of Research Institutions met regarding foreign corruption of research institutions ⁶ . In response to the meeting, Florida Board of Governors, Chair Kitson, sent an inquiry letter to SUS Presidents regarding foreign influence disclosure policies, procedures, and practices.
January 23, 2020	The FAMU Office of Human Resources and Office of Compliance and Ethics released an Outside Employment/Conflicts of Interest Required Disclosures

³ <https://www.campusreform.org/?ID=14071>

⁴ https://www.nsf.gov/news/special_reports/jasonsecurity/JSR-19-21FundamentalResearchSecurity_12062019FINAL.pdf

⁵ <https://akhbarelni.ir/144161/>

⁶ <https://www.myfloridahouse.gov/Sections/Committees/meetingnotice.aspx?MeetingId=12489>



Dates	Key Dates
	Memorandum to Faculty and Staff reminding employees of reporting and disclosure requirements that must be made at least once annually.
January 30, 2020	FAMU President Robinson sent a letter to Florida Board of Governor Chair Kitson stating the University will cooperate with the Committee and its inquiry and will also have the Chief Audit Executive undertake an audit of FAMU’s compliance with federal agency disclosure policies for federal contracts and grants.
May 1, 2020	The FAMU Research Security Work Group was established and meets every two weeks. Members of this committee includes representatives from the offices of Compliance and Ethics, Sponsored Research, Human Resources, Technology Transfer and Export Control, Information Technology Services, International Education and Development, Contracts and Grants, and the Animal Welfare and Research Integrity. ⁷
June 15, 2020	The University hired a Grants Compliance Coordinator to serve as a liaison to the Office of Compliance and Ethics and provide monitoring of compliance with awarded grants. The position also coordinates with appropriate offices (i.e., Human Resources, Office of International Education and Development, Compliance and Ethics, Technology Transfer and Export Control and the Division of Academic Affairs) to identify gaps in monitoring foreign influence coverage and develops and recommends strategies to address these issues.
September 30, 2020	FAMU hosted The Office of Science and Technology Policy Fourth Regional Webinar on “Enhancing the Security and Integrity of America’s Research Enterprise”. ⁸ President Robinson provided opening remarks and Vice President Weatherford served as moderator. University officials from Research, Academic Affairs, International Education and Development, Compliance and Ethics and Audit attended the webinar to enhance comprehension and understanding of the foreign influence issue.

⁷ The FAMU Enterprise Compliance Committee consists of members from these same offices and has been operational since 2018.



⁸ <https://www.whitehouse.gov/wp-content/uploads/2020/07/Enhancing-the-Security-and-Integrity-of-Americas-Research-Enterprise.pdf>



FOREIGN DISCLOSURE REPORTING CONTROL ACTIVITIES

We reviewed various financial systems, supporting documentation, reports and made inquiries of University and FAMU Foundation personnel. Based on this work we determined that the controls listed in the table below were working effectively to detect activity that warrant foreign reporting disclosures.

The University has implemented the following control activities:

	<p><u>Foreign Disclosure Reporting</u> Assessment of University and Foundation contracts and gifts over \$250,000 to ensure compliance with foreign disclosure reporting requirements related to Section 117 of the Higher Education Act.</p>
<p><u>Control Activities</u></p> <ul style="list-style-type: none"> • The University’s Finance and Administration and FAMU Foundation both maintain accounting records by project and account which is conducive toward identifying and detecting foreign contracts and gifts to report foreign disclosure reporting requirements; • The FAMU Office of International Education and Development (OIED) reviews and screens international students’ applications prior to them being admitted to the University; • The Financial Aid Office maintains student accounts by Financial Aid funding source; • The Student Accounts Office maintains records to document 3rd party payments received to cover students’ cost of attendance requirements; and • University General Counsel Office and Senior Leadership reviews and approves foreign contracts. 	
	<p><u>Internal Controls – Conflict of Interest Reporting</u> Assessment of the design and operating effectiveness of internal controls over reporting and follow-up of conflict of interest issues and allegations.</p>
<p><u>Control Activities</u></p> <ul style="list-style-type: none"> • The University requires faculty, staff and students to disclose conflicts of interests and commitments; • FAMU Foundation Board members are required to sign conflicts of interest statements; • Prior to each FAMU Foundation Board Committee meeting, members are inquired and requested to disclose conflicts of interests, if any; • The University has implemented a Compliance and Ethics hotline as an additional method for reporting violations of University policy, compliance concerns or misconduct; 	



- The University has established a process for routing and handling conflict of interest disclosures;
- Principal investigators, faculty and students completes financial conflicts of interest online via Collaborative Institutional Training Initiative (CITI) Program;
- Financial Conflict of Interests are routed to the FAMU Office of Sponsored Programs;
- Once conflicts disclosures are reported, the FAMU Animal Welfare and Research Integrity Office works with applicable Researchers to develop a management plan;
- The University has established a committee to assess and continuously improve the University’s Research Security Framework and internal controls encompassing reporting and following up on conflict of interest issues; and
- The Office of Compliance and Ethics website contained an Ethics Gifts Guide which informs the FAMU community of appropriate vs inappropriate gifts.



Undisclosed -Financial Support Or Foreign Components

Assessment of FAMU federally funded contracts and grants and collaboration (official or unofficial) activities to identify potentially undisclosed other financial support, significant financial interests, and/or foreign components by comparing internal and external information.

Control Activities

- The University has a [Financial Conflict of Interest Governing Research policy and procedure](http://www.famu.edu/BOT/Finanical%20Conflict%20of%20Interest%20Policy%20final%206-18-2012.pdf)⁹;
- The University has an [Export Control Internal Operating Memorandum](http://www.famu.edu/DOR_division_of_research/Export%20Control.pdf)¹⁰;
- The University has a [Code of Conduct policy](https://www.famu.edu/regulations/1.019%20University%20Code%20of%20Conduct%2012-19%20Reg.pdf)¹¹;
- The University maintains a Schedule of Expenditures of Federal Awards (SEFA) to account for federal expenditures and the various grantors that provide funding to the University; and
- The University has reviewed and is improving narrowly written policies regarding financial conflict of interest and commitment reporting requirements through benchmarking and revision.

⁹ <http://www.famu.edu/BOT/Finanical%20Conflict%20of%20Interest%20Policy%20final%206-18-2012.pdf>

¹⁰ http://www.famu.edu/DOR_division_of_research/Export%20Control.pdf

¹¹ <https://www.famu.edu/regulations/1.019%20University%20Code%20of%20Conduct%2012-19%20Reg.pdf>



Training – Financial Conflict of Interest/Foreign Influence

Assess the completeness of training to ensure that all personnel (principal investigators, faculty and staff) are aware of foreign influence and financial conflict of interest disclosure requirements.

Control Activities

- The University requires faculty, staff, and students to disclose conflicts of interests and commitments;
- The University utilizes the CITI system to administer training for faculty and students who are listed on grants to conduct human subject or animal welfare research. The CITI system generates emails every 3-4 years to notify faculty and/or students that are required to take the training due to the expiration of their previous certificate;
- The Office of Compliance and Ethics administered mandatory training during March 2020 which included code of conduct training. In March 2021 mandatory training included conflict of interest training; and
- The Division of Audit administered mandatory internal controls training during 2020 to ensure faculty and staff was aware of the requirement to establish and maintain internal controls to prevent and detect fraud, waste, and abuse, including conflict of interest reporting and disclosure requirements and that internal controls should be conducive to promoting and encouraging compliance with applicable laws, rules, contract agreements, and best practices.



FOREIGN CONTRACT NOT REPORTED TO USDOE

Observation/Condition

Section 117 of the Higher Education Act of 1965 (Section 117) was established to inform the American public about the role of foreign dollars at institutions. Transparency is achieved through institution’s compliance with Section 117 requirements to report certain foreign gifts and contracts.

Our review revealed that the University had not established adequate institutional controls to detect, monitor, and report foreign gifts and contracts in accordance with Section 117.

For the period under review, the University engaged in contracts with Saudi Arabia and Sint. Maarten to find and enroll foreign students. While this activity is not inappropriate, 3rd party foreign tuition payments exceeding \$250,000 must be disclosed to USDOE.

A review of FAMU Foundation fiscal activity for the period under review revealed the following aggregate 3rd party tuition payments from Sint. Maarten¹²:

Year	Total Expenditures
2017	\$7,000
2018	\$18,500
2019	\$24,500

The aggregate Sint Maarten foreign tuition payments did not exceed \$250,000 in either calendar year for the period under review. Therefore, no Section 117 compliance report was due to USDOE. However, DoA did not observe or discover that monitoring of this activity occurred at the University to assess if a report was deemed necessary.

Further review of the University’s Student Accounts fiscal activity for the period also revealed the following aggregate foreign 3rd party tuition payments made from the Saudi Arabian Cultural Mission (SACM):

¹² Sint Maarten 3rd Party Tuition Payments are made through the FAMU Foundation.



Saudi Arabia Cultural Mission (SACM) 3 rd Party Tuition Payments ¹³				
Academic Term	2017	2018	2019	Aggregate by Academic Term
Fall Semester	\$108,278.87	\$276,497.25	\$360,361.16	\$745,137.28
Spring Semester	(*)	129,905.95	276,470.92	\$406,376.87
Summer Semester	(*)	-	93,666.06	\$93,666.06
Aggregate by Calendar Year	\$108,278.87	\$406,403.20	\$730,498.14	\$1,245,180.21
(*) Scope 7/1/17-12/31/19				

Accordingly, the University was required by law to report the SACM foreign fiscal contract to USDOE for academic years 2018 (\$406,403.20) and 2019 (\$730,498.14) due to the aggregate amounts exceeding the \$250,000 threshold.

Cause

The University did not designate an official to provide institutional oversight and monitoring to assess the existence and materiality of foreign gifts, contracts, and institutional practices.

Effect

Monitoring controls were not adequate to detect and report foreign gifts or contracts exceeding \$250,000 to the USDOE as required. Consequently, foreign tuition payments from SACM exceeded the \$250,000 reporting threshold during the 2018 and 2019 calendar years but were not detected or reported to USDOE as required.

Recommendation

University officials must report the SACM 3rd party tuition payments made to the University for the 2018 (\$406,403.20) and 2019 (\$730,498.14) calendar years.

Additionally, University administration should assign a department and/or individual with the responsibility to monitor foreign influence activities to continuously assess if a foreign gift or contract reporting disclosure is warranted to the USDOE.

¹³ Saudi Arabia Cultural Mission (SACM) 3rd Party Tuition Payments are made directly to the respective student accounts.



Management's Response

University will implement internal controls to ensure that appropriate disclosure reports are constructed and submitted as required. Additionally, all appropriate departments will review processes to monitor foreign influence activities accordingly.

Responsible Personnel: William T. Hyndman (chair), Assistant Vice President for International Educational and Development

Genyne Boston, Associate Provost for Faculty Affairs and Academic Initiatives/Chief of Staff

Implementation Date: November 30, 2021



UPDATE UNIVERSITY COMPLIANCE AND RESEARCH DISCLOSURE POLICIES

Observation/Condition

The disclosure requirements for foreign activities are changing and higher education institutions could be at risk if conflict of interest, disclosure and compliance reporting policies and procedures remain narrowly defined. While the University control environment had policies and procedures requesting self-disclosure of conflicts of interest and/or commitments, those policies and procedures could be enhanced by directly referencing explicitly prohibited foreign threat activities as well as guidance provided by the USDOE to ensure completeness of the disclosure reporting requirement.

Cause

For the period under review the following policies and/or procedures were narrowly written, thereby not providing enough guidance for the average employee to make an informed decision regarding their disclosure reporting responsibility:

- BOT Policy Number 2014-01 – Export Control Policy
- 10.122 Outside Employment Activities/Financial Conflicts and Other Interests

Effect

The risk of information related to foreign activities not being disclosed as required by law is elevated as a result of the minimum guidance provided by the University to staff impacted by the disclosure reporting requirements.

Recommendation

Management should consider updating and revising export control, and outside employment activities and other University policies and procedures to include best practices foreign influence activities language to enhance the awareness and comprehension of significant issues and threats regarding foreign influence disclosure reporting requirements to mitigate the resulting potential foreign threats to U.S. National Security and increase compliance with disclosure requirements.

Management's Response

BOT Policy Number 2005-14 – Financial Conflict of Interest Governing Research proposed revision was approved by the FAMU Board of Trustees on June 3, 2021. A working group led by Compliance and Ethics is rewriting current policies and procedures and developing new policies to address a range of foreign influence and research security issues including conflict monitoring and disclosure and intellectual property. The working group will incorporate the Joint Committee on Research Security



Recommended Practices issued pursuant to National Security Presidential Memorandum 33. Additionally, manually processes will be improved to include comprehensive automated monitoring of disclosures requirements.

Responsible Personnel: Charles Weatherford, Vice President for Research
Maurice Edington, Provost/Vice President for Academic Affairs

Implementation Date: November 30, 2021



APPENDIX A: PURPOSE, SCOPE, AND METHODOLOGY

Purpose and Scope

In response to the January 21, 2020, inquiry by Board of Governors Chairman Sydney Kitson, regarding the Florida House of Representatives Select Committee on the Integrity of Research Institutions, President Larry Robinson directed FAMU's Chief Audit Executive undertake an audit of FAMU's compliance with federal agency disclosure policies for federal contracts and grants.

This audit reviewed University operational internal controls and contractual expenses and obligations from July 1, 2017 through December 31, 2019, to assess the state of institutional compliance with Section 117 of the Higher Education Act of 1965.

Methodology

As part of the engagement we:

- Administered internal control questionnaires from various University Offices (Research, Compliance and Ethics, FAMU Foundation, Office of International Education and Development, and Provost Office) to assess internal controls existence, functionality and compliance with Section 117 of the Higher Education Act of 1965;
- Assessed awareness of University officials of Section 117 of the Higher Education Act of 1965 disclosure requirements and if monitoring or coordination is occurring between offices to track foreign gifts and contracts;
- Reviewed foreign students matriculating at FAMU to assess if foreign funding was included within their cost of attendance;
- Assessed the adequacy of onboarding procedures for foreign national employees;
- Reviewed the University Schedule of Expenditure of Federal Awards (SEFA), Accountability Reports, 3rd party foreign payments to assess if fiscal activities warranted disclosure;
- Reviewed FAMU Foundation fiscal documentation to assess if foreign influence activities warranted disclosure;
- Inquired University and FAMU Foundation and University fiscal leaders if foreign gifts or contracts were received from foreign entities and/or if foreign entities had any ownership interests at the Foundation or the University for the period under review;
- Inquired principle investigators about foreign collaborations to assess if activities warranted a reporting disclosure to USDOE;



- Reviewed fiscal year 2018 and 2019 external financial statement audits and foreign grants and contracts (collaborations) at the University and FAMU Foundation to assess if foreign influence activities existed that warranted disclosure;
- Assessed the University's process for routing and handling of conflict of interest disclosures for the period under review;
- Assessed the adequacy of Financial Conflict of Interest, Conflict of Interest Governing Research and Misconduct in Research policies;
- Assessed the adequacy of Study Abroad policies and procedures; and
- Assessed the adequacy of University CITI Program requirements for individuals conducting human subject and/or animal welfare research.



APPENDIX B: CONFLICTS OF INTEREST - DEFINITIONS

Financial Conflict of Interest – means a significant financial interest that could directly and significantly affect the design, conduct, or reporting of funded research.¹⁴

Conflict of Interest - a situation in which an individual, or the individual's spouse or dependent children, has a financial interest or financial relationship that could directly and significantly affect the design, conduct, reporting, or funding of research.¹⁵

Conflict of Commitment - a situation in which an individual accepts or incurs conflicting obligations between or among multiple employers or other entities.¹⁶

¹⁴ http://www.famu.edu/DOR_division_of_research/Finanical%20Conflict%20of%20Interest%20Policy%20final%206-18-2012.pdf

¹⁵ The White House Office of Science and Technology Policy – Enhancing the Security and Integrity of America's Research Enterprise PowerPoint Presentation.

¹⁶ The White House Office of Science and Technology Policy – Enhancing the Security and Integrity of America's Research Enterprise PowerPoint Presentation



APPENDIX C: FOREIGN AGREEMENT NO 1 OF 2

INTERNATIONAL CONSULTANT AGREEMENT

Name of Organization, Agency: Eduzillion company

Advisor, Consultant, Recruiter Diana Abo Zaid
First(Given) Last (Family, Surname)

Address(es)

73 Abu Dawoud Al Zahery Street, Nasr City, Cairo, Egypt 11762

1.

This Consultant Agreement ("Agreement") is made and entered into this 26 6 2018, by and between Florida Agricultural and Mechanical day month year

University Board of Trustees (FAMU), a not-for-profit educational corporation in the State of Florida, U.S.A., Diana Abo Zaid (Eduzillion)_ ("Consultant") of Name of Consultant or Organization

Cairo Egypt who agree as follows:
City Country

- I. **Purpose of Agreement.** The Agreement sets forth the terms and conditions upon which FAMU retains Consultant to assist with the University's student recruitment in **MENA region and Arab countries**.
- II. **Term of Agreement.** This Agreement commences 26 6 2016
Day month year

This contract is for a term of two years, beginning with the date the document is signed by both parties. At the end of the two-year term, the FAMU will review the performance of the agency to determine whether to extend the contract agreement for an additional term of two years.

- III. **Terms and Conditions.** The parties will have the following responsibilities under this Agreement:

Services to be Provided by the Consultant:

- A. The Consultant is retained and authorized to recruit students for academic programs offered by the University.
- B. The Consultant will provide consistently accurate information about the University to prospective students.
- C. The Consultant will be accessible to prospective students and their families who are in MENA region and Arab countries on a permanent basis. The



City Country

Consultant represents that he/she is domiciled in and Cairo_Egypt_____

City Country

The Consultant will communicate the address, telephone numbers, etc. to prospective students and their families. The Consultant will maintain a good reputation and refrain from engaging in any activity that might cast discredit on himself/herself or on the University and thereby deter prospective students who may wish to avail themselves of his/her services.

- A. The Consultant will provide a consistent level of assistance to prospective students. The Consultant represents that he/she will use his/her best efforts to provide a satisfactory level of assistance in accurately completing applications, health forms, financial documentation, etc.
- B. The Consultant will provide the University with completed student applications including official copies of all original transcripts (with English translations) and any other documents required by the University in the application process.
- C. The Consultant will provide the University with the catalogue or course guides of the institutions from which the applicant seeks transfer credit as and when needed.
- D. The Consultant will collect an application fee (for each application) from the applicant as set by the University and as shown on the most recent Florida A&M University application. It should be noted that the application fees represent the cost of processing the applications and are not applied to the cost of tuition. THE UNIVERSITY WILL CREDIT APPLICATION FORMS SENT DIRECTLY BY APPLICANTS PROVIDED THAT THE NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF THE CONSULTANT IS SHOWN ON THE TOP OF THE "APPLICATION FOR INTERNATIONAL STUDENTS".

THE CONSULTANT WILL PROVIDE A LIST OF HIS/HER NEW APPLICANTS AT THE BEGINNING OF EACH ACADEMIC TERM.

- E. The Consultant will not, under any circumstances, hold, collect, or accept any monies for prospective students for the following purposes: payment of tuition, room, board and fees. All such payments will be made directly to the University.

The Consultant may advertise the programs of the University in newspapers, magazines, etc. ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE UNIVERSITY. For advertisements in specific publications, the Consultant will also send to the Admissions Office one complete issue of the publication that will contain the advertisement.

Services to be Provided by the University:



- A. The University will provide Consultant with University catalogues, admission brochures and any other relevant materials or promotional literature about the University
- B. The University will admit students referred to University by the Consultant in the University's sole discretion.

IV. **Payment to Consultant**

Payments to Consultant shall be due only if and when University is paid the full tuition due and payable by the student.

- A. For students enrolling full-time in academic programs at Florida A&M University:

10% of the first year's tuition for each undergraduate or graduate student who enrolls as a fulltime student.

- 1. Standard Commission Payment;

- a. For each undergraduate or graduate student who is admitted conditionally or directly into an academic program, who enrolls fulltime and pays in full the first semester's tuition and fees, the Consultant will receive a commission payment of 10% of the first year's tuition.

- 2. Payment Terms

- a. Payment will be made upon the University's receipt of the first ~~semester~~full tuition payment from the student.
 - b. Payments will be made as follows:
 - i. For students enrolling in the Fall semester, payment will be sent on December 15.
 - ii. For students enrolling in the Spring semester, payment will be sent on April 15.

- V. **Confidentiality.** The parties agree to keep this Agreement confidential and not share its existence with any other educational institution either U .S.A. or other countries.

VI. **ANTI-BRIBERY PROVISIONS**

- A. Mutual Covenant

A.1 Each party shall insure that it and its activities under the Agreement shall at all times comply with all applicable laws, regulations and industry codes.



A.2 Each party represents that any funds paid to the other pursuant to this Agreement are not proceeds of any illegal activity.

B. Notice of Inspections. Consultant shall provide University with immediate notice of any governmental or regulatory review, audit or inspection of its facility, processes, or products that might relate to the goods, software, or services furnished University under the Agreement. Consultant shall provide University with the results of any such review, audit or inspection. University shall be given the opportunity to provide assistance to Consultant in responding to any such review, audit or inspection.

C. Books and Records. During the term of this Agreement and for a period of three (3) years thereafter, the records of each party relating to the performance of its duties and obligations under this Agreement shall be open to inspection and subject to audit and reproduction by the other party or other party's agent or representative.

D. Anti-Bribery Laws. In connection with the goods, software, or services Consultant will provide under this Agreement and in connection with any other business involving University, the parties confirm that they have not given or promised to give, and will not make, offer, agree to make or authorize any payment or transfer of value, directly or indirectly, (i) to any Government or Public Official, as defined herein; (ii) any political party, party official or candidate for public or political office; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given, or promised, directly or indirectly, to anyone described in items (i) or (ii) above; or (iv) any owner, director, employee, representative or agent of any actual or potential customer of University. The parties shall comply with all applicable anti-bribery laws in the countries where the parties have their principal places of business and where they conduct activities under this Agreement. Additionally, the parties will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable the other party to ensure compliance with applicable anti-bribery laws. For purposes of this section, "Government or Public Official" is any officer or employee or anyone acting in an official capacity on behalf of: a government or any department or agency thereof; a public international organization, or any department, agency or institution thereof; or a government-owned or controlled company, institution, or other entity, including a government-owned hospital or university.

E. Disclosure Obligation:

E.I No Affiliation with Government or Public Officials; Disclosure

X Obligation.

Consultant represents that neither it nor any of its owners, directors, employees, agents, or consultants is a Government or Public Official, as defined in Section VID, or political party official or candidate for public or political office. In the event that during the term of this Agreement there is a change in

the information required to be disclosed in this paragraph, Consultant agrees to promptly notify University.



OR

E.2 Disclosure of Affiliation with Government or Public Officials; Continuing Disclosure Obligation. Consultant has disclosed that [Insert Government or Public Official Name _____] is [Insert Title and Name of Government-owned or Controlled Employer

If Insert Government or Public Official's Name or responsibilities change in any way, Consultant agrees to promptly notify

University. Consultant agrees that University's entering into this Agreement with Consultant and any rights granted to and or University's obligations to Consultant under this Agreement is not intended to influence any decision [Insert Government or Public Official 's Name _____]

May make in [Insert Government or Public Official 's Name _____] capacity as [Insert Title and

Name of Government-owned or Controlled Employer

_____] or any decision [Insert Government or Public Official's Name

_____] may make regarding University, or to otherwise influence any pending or future University business. In the event that during the term of this Agreement there is a change in the information required to be disclosed in this paragraph, Consultant agrees to promptly notify University.

F. Early Termination. The parties agree that breach of these Anti-Bribery Commitments shall be considered a material breach of the Agreement and that either party may immediately seek all remedies available under law and equity including termination of the Agreement if it believes, in good faith, that the warranties under these Anti-Bribery Commitments have been breached by the other party without owing to the other any damages or indemnification resulting from such termination.

VII. **Entire Agreement.** This Agreement contains the entire agreement between the parties and it may not be changed orally or by any agreement between the parties unless in writing, signed and acknowledged by both parties. This Agreement is non-exclusive.

VIII. **Invalidation of Particular Provisions.** If any term of this Agreement shall be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the extent permitted by law.



IX. **Governing Law.** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflict of law principles. Any controversy, dispute or claim arising out of or relating to this Agreement, shall be exclusively resolved in court in Leon County, Florida, USA.

This Agreement has been executed as follows:

Florida A&M University Board of Trustees

Diana Abo Zaid

Consultant's Signature
Diana Abo Zaid

Name (Print)
06/26/2018

Date

Maurice Edington

Signature
Maurice Edington

Name (Print)
9/4/19

Date

Approved as to form.
Kenneth C. Hall 12/6/18

FAMU Attorney Date



APPENDIX D: FOREIGN AGREEMENT NO 2 OF 2

INTERNATIONAL CONSULTANT AGREEMENT

Name of Organization, Agency: Parkology LLC d/b/a MYS Education Services
Advisor, Consultant, Recruiter Shaazad Asghar

First(Given) Last (Family, Surname)

Address(es)
1934 Old Gallows Road Suite 350 Vienna, VA 22182

I.
This Consultant Agreement ("Agreement") is made and entered into this
01 January 2018, by and between Florida Agricultural and Mechanical day
month year

University Board of Trustees (FAMU), a not-for-profit educational corporation in the State of
Florida, U.S.A., Parkology LLC d/b/a MYS Education Services_ ("Consultant") of Name of
Consultant or Organization

Vienna USA who agree as follows:
City Country

- I. **Purpose of Agreement.** The Agreement sets forth the terms and conditions upon which FAMU retains Consultant to assist with the University's student recruitment in Middle East, North Africa & South Asia.
- II. **Term of Agreement.** This Agreement commences 01 January 2018 A.
day month year

This contract is for a term of two years, beginning with the date the document is signed by both parties. At the end of the two-year term, the FAMU will review the performance of the agency to determine whether to extend the contract agreement for an additional term of two years. III

III. **Terms and Conditions.** The parties will have the following responsibilities under this Agreement:

Services to be Provided by the Consultant:

- A. The Consultant is retained and authorized to recruit students for academic programs offered by the University.
- B. The Consultant will provide consistently accurate information about the University to prospective students.
- C. The Consultant will be accessible to prospective students and their families who are in Middle East North Africa & South Asia on a permanent basis. The

City Country

Consultant represents that he/she is domiciled in and Falls Church USA



City Country

The Consultant will communicate the address, telephone numbers, etc. to prospective students and their families. The Consultant will maintain a good reputation and refrain from engaging in any activity that might cast discredit on himself/herself or on the University and thereby deter prospective students who may wish to avail themselves of his/her services.

- D. The Consultant will provide a consistent level of assistance to prospective students. The Consultant represents that he/she will use his/her best efforts to provide a satisfactory level of assistance in accurately completing applications, health forms, financial documentation, etc.
- E. The Consultant will provide the University with completed student applications including official copies of all original transcripts (with English translations) and any other documents required by the University in the application process.
- F. The Consultant will provide the University with the catalogue or course guides of the institutions from which the applicant seeks transfer credit as and when needed.
- G. The Consultant will collect an application fee (for each application) from the applicant as set by the University and as shown on the most recent Florida A&M University application. It should be noted that the application fees represent the cost of processing the applications and are not applied to the cost of tuition. **THE UNIVERSITY WILL CREDIT APPLICATION FORMS SENT DIRECTLY BY APPLICANTS PROVIDED THAT THE NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF THE CONSULTANT IS SHOWN ON THE TOP OF THE "APPLICATION FOR INTERNATIONAL STUDENTS".**

THE CONSULTANT WILL PROVIDE A LIST OF HIS/HER NEW APPLICANTS AT THE BEGINNING OF EACH ACADEMIC TERM.

- H. The Consultant will not, under any circumstances, hold, collect, or accept any monies for prospective students for the following purposes: payment of tuition, room, board and fees. All such payments will be made directly to the University.
- I. The Consultant may advertise the programs of the University in newspapers, magazines, etc. **ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE UNIVERSITY.** For advertisements in specific publications, the Consultant will also send to the Admissions Office one complete issue of the publication that will contain the advertisement.

Services to be Provided by the University:



- A. The University will provide Consultant with University catalogues, admission brochures and any other relevant materials or promotional literature about the University
- B. The University will admit students referred to University by the Consultant in the University's sole discretion.

IV. **Payment to Consultant:**

Payments to Consultant shall be due only if and when University is paid the full tuition due and payable by the student.

- A. For students enrolling full-time in academic programs at Florida A&M University:

10% of the first year's tuition for each undergraduate or graduate student who enrolls as a fulltime student.

1. Standard Commission Payment

- a. For each undergraduate or graduate student who is admitted conditionally or directly into an academic program, who enrolls fulltime and pays in full the first semester's tuition and fees, the Consultant will receive a commission payment of 10% of the first year's tuition.

2. Payment Terms

- a. Payment will be made upon the University's receipt of the first semester full tuition payment from the student.
- b. Payments will be made as follows:
 - i. For students enrolling in the Fall semester, payment will be sent on December 15.
 - ii. For students enrolling in the Spring semester, payment will be sent on April 15.

- V. **Confidentiality.** The parties agree to keep this Agreement confidential and not share its existence with any other educational institution either in the U .S.A. or other countries.

VI. **ANTI-BRIBERY PROVISIONS**

A. Mutual Covenant

A.I Each party shall insure that it and its activities under the Agreement shall at all times comply with all applicable laws, regulations and industry codes.



A.2 Each party represents that any funds paid to the other pursuant to this Agreement are not proceeds of any illegal activity.

B. Notice of Inspections. Consultant shall provide University with immediate notice of any governmental or regulatory review, audit or inspection of its facility, processes, or products that might relate to the goods, software, or services furnished University under the Agreement. Consultant shall provide University with the results of any such review, audit or inspection. University shall be given the opportunity to provide assistance to Consultant in responding to any such review, audit or inspection.

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D. Anti-Bribery Laws. In connection with the goods, software, or services Consultant will provide under this Agreement and in connection with any other business involving University, the parties confirm that they have not given or promised to give, and will not make, offer, agree to make or authorize any payment or transfer of value, directly or indirectly, (i) to any Government or Public Official, as defined herein; (ii) any political party, party official or candidate for public or political office; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given, or promised, directly or indirectly, to anyone described in items (i) or (ii) above; or (iv) any owner, director, employee, representative or agent of any actual or potential customer of University. The parties shall comply with all applicable anti-bribery laws in the countries where the parties have their principal places of business and where they conduct activities under this Agreement. Additionally, the parties will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable the other party to ensure compliance with applicable anti-bribery laws. For purposes of this section, "Government or Public Official" is any officer or employee or anyone acting in an official capacity on behalf of: a government or any department or agency thereof; a public international organization, or any department, agency or institution thereof; or a government-owned or controlled company, institution, or other entity, including a government-owned hospital or university.

E. Disclosure Obligation:

X E.I No Affiliation with Government or Public Officials; Disclosure Obligation.

Consultant represents that neither it nor any of its owners, directors, employees, agents, or consultants is a Government or Public Official, as defined in Section VID, or political party official or candidate for public or political office. In the event that during the term of this Agreement there is a change in the information required to be disclosed in this paragraph, Consultant agrees to promptly notify the University.

OR



E.2 Disclosure of Affiliation with Government or Public Officials; Continuing Disclosure Obligation.

Consultant has disclosed that [Insert Government or Public Official Name ___1 is [Insert Title and Name of Government-owned or Controlled Employer If [Insert Government of Public Official's Name]

_____ title or responsibilities change in any way, Consultant agrees to promptly notify University. Consultant agrees that University's entering into this Agreement with Consultant and any rights granted to and or University's obligations to Consultant under this Agreement is not intended to influence any decision [Insert Government or Public Official 's Name

_____]
 May make in [Insert Government or Public Official's Name] _____
] capacity as [Insert Title and

 Name of Government-owned or Controlled Employer

 or any decision [Insert Government or Public Official's Name

]
 may make regarding University, or to otherwise influence any pending or future University business. In the event that during the term of this Agreement there is a change in the information required to be disclosed in this paragraph, Consultant agrees to promptly notify University.

F. Early Termination. The parties agree that breach of these Anti-Bribery Commitments shall be considered a material breach of the Agreement and that either party may immediately seek all remedies available under law and equity including termination of the Agreement if it believes, in good faith, that the warranties under these Anti-Bribery Commitments have been breached by the other party without owing to the other any damages or indemnification resulting from such termination.

VII. Entire Agreement. This Agreement contains the entire agreement between the parties and it may not be changed orally or by any agreement between the parties unless in writing, signed and acknowledged by both parties. This Agreement is non-exclusive.

VIII. Invalidation of Particular Provisions. If any term of this Agreement shall be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the extent permitted by law.

IX. Governing Law All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflict of law principles. Any controversy,



dispute or claim arising out of or relating to this Agreement, shall be exclusively resolved in court in Leon County, Florida, USA.

This Agreement has been executed as follows:

Florida A&M University Board of Trustees

Shayd Asghar
Consultant's Signature

Maurice Edington
Signature

Shaazad Asghar
Name (Print)

Maurice Edington
Br. Maurice Edington
Provost & V.P. for Academic
Affairs

09/11/2018
Date

9/4/19
Date

Approved as to form.
Shayd Asghar 11/19/18
FAMU Attorney Date



APPENDIX E: FOREIGN AGREEMENT WITH SINT MAARTEEN

MEMORANDUM OF UNDERSTANDING BETWEEN PUBLIC ENTITY OF SINT. MAARTEN AND FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

This Memorandum of Understanding (MOU) is made on the . . . day of November, 2018 by and between the PUBLIC ENTITY OF SINT. MAARTEN, represented by Minister of Education, Culture, Youth and Sport Mr. Wycliffe S. Smith authorized by the Governor of Sint Maarten, hereinafter referred to as "the Sint Maarten Government" and Florida Agricultural and Mechanical University, acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida in the United States of America, hereinafter referred to as "FAMU".

Regarding the establishment of a Sint Maarten Scholarship Fund Program ("the Program") to solely support the enrollment of study financing recipients from the Island of Sint Maarten at Florida Agricultural and Mechanical University.

Section I. Purpose

The general purpose of this MOU is, but not limited to, to continue educational and academic exchanges and other scholarly pursuits.

It is expected that collaborative relationships thereby established will strengthen educational and academic ties between the two Participants while providing the highest quality of education and supporting the Partnership Agreement between the Government of Sint Maarten and the City of Tallahassee.

Since the execution of the Partnership Agreement, students from Sint Maarten have enrolled at Florida State University (FSU), Florida Agricultural and Mechanical University (FAMU), Tallahassee Community College (TCC) and Lively Technical Center (Lively). The Sint Maarten Government has provided tuition funding for their students to attend these educational institutions. These educational institutions have also executed agreements with the Sint Maarten Government to facilitate this student exchange effort.

To continue the educational exchange program with FAMU, the Sint Maarten Government wishes to partner with FAMU to provide a scholarship program for the Sint Maarten study financing recipients who participate in the student exchange program.

Section 2. Implementation

(a) FAMU will set up an account with the Florida A7M University Foundation Inc. (Foundation), designated as Sint Maarten Scholarship Fund Program. This account will be used specifically for the receiving and disbursement of scholarship funds for the Sint Maarten study financing recipients. The purpose of the funds will be to provide a scholarship of \$1000, during each academic year, solely to Sint Maarten study financing recipients enrolled at FAMU full-time and who maintain a 2.50 grade point average. Such scholarships will be awarded to eligible students as follows: \$500.00 in the Fall semester and \$500.00 in the Spring semester.



- (b) The funds will be provided no later than September 1st, for the Fall term and no later than January 10th, for the Spring term. Failure of the Sint Maarten Government to provide the funds as noted will result in increased tuition costs to each study financing recipient.
- (c) The Sint Maarten Government will recommend students from the Island of Sint Maarten for receipt of such scholarships no later than the dates set forth in paragraph (b) above, which will be awarded in accordance with the above criteria.
- (d) The terms and conditions of this mutual cooperation, as well as the required funds for implementation, will be further developed by a liaison officer designated by the Participants and the Foundation to assure conformity with the aims and purposes described and set forth herein.
- (e) The St. Maarten Government through Tallahassee-St. Maarten Foundation(TLH-SXMF) will continue to provide the scholarship funds in the amount of \$500.00 per student per academic term and FAMU shall disburse the scholarship funds to the St. Maarten students.
- (f) Failure of the TLH-SXMF to provide the funds as noted will result in the students being charged out of state tuition.
- (g) FAMU will accept the funds and award such scholarships and other appropriate assistance.
- (h) FAMU will provide a copy of this MOU to each scholarship recipient.

Section 3. Effective Date

This MOU will come into effect upon signatures of all Signatories.

Section 4. Authority

This MOU will be carried out within the authority of the signing Signatories.

Section 5. Notice, Entire MOU, Exceptions and Amendments



Any notice to either Participant hereunder will be in writing and served either personally, or by U.S. First Class, registered or certified mail, or by overnight or expedited delivery service addressed as follows:

To FAMU

Maurice Edington, PhD
Provost and Vice President
for Academic Affairs
Florida A&M University
300 Foote-Hilyer Administrative Center
Tallahassee, FL 32307 – 4100

To ST. MAARTEN

Mr. Wycliffe S. Smith, M.A. M.Ed
Minister of Education, Culture, Youth, Sport
Government Administration Building
Soualiga Road 1
Pond Island
Sint Maarten

This MOU contains the entire understanding between the Participants as to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Participants.

For matters ensuing from this MOU but not covered by this MOU or for problems which rise during the course of the MOU, both Participants decide to refrain from unilateral action and to consult and negotiate mutually agreeable decisions on such problems as may arise from time to time.

This MOU may be modified or amended by mutual written agreement.

Section 6. Term and Termination of MOU

This MOU will be effective beginning as of the date of the last signature hereon and ending five(S) years after that date (Term), and may be renewed for three successive-one-year terms by mutual agreement of the Participants and upon receipt of appropriate funding from the Sint Maarten Government. However, each Participant reserves the right to terminate this MOU by delivering notice in writing to the other Participant sixty (60) days in advance of the desired termination date.

Upon the termination or expiration of this MOU all unexpended funds will be returned to the Sint Maarten Government approximately fifteen (15) days after the termination date or expiration date



SIGNATURES:

THE GOVERNMENT OF ST. MAARTEN

**By: Mr. Wycliffe S. Smith, M.A. M. Ed
Minister of Education, Culture, Youth, and Sport**

_____ (signature line) Date: _____

Florida A&M University

**By: Maurice Edington, PhD
Provost and Vice President for Academic Affairs**

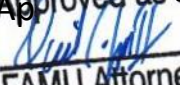


(signature line) Date: 11/9/18

The Tallahassee-St. Maarten Foundation

By. _____
Stephen Knight, President TLH-SXM

Date: _____

Approved as to form.
 11/25/18
FAMU Attorney Date



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PROJECT TEAM



Engagement was conducted by:

Carl Threatt Jr., MBA, CIA, CRMA, CIGA, CIGI, CFE, CCEP
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 Lead Senior Auditor



Engagement was supervised by:

Deidre Melton, MBA, CFE, CIA, CISA, CISM, CRISC, CDPSE
 Director for Audit



Engagement was approved and distributed by:

Joseph K. Maleszewski, MBA, CIA, CGAP, CISA, CIG, CIGA, CIGI, CCEP
 Vice President for Audit

STATEMENT OF ACCORDANCE

The Division of Audit’s mission is to provide independent, objective assurance and consulting services designed to add value and improve the University’s operations. It helps the University accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

We conducted this assurance service in accordance with the International Standards for the Professional Practice of Internal Auditing. Those standards require we plan and perform the assurance services to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our engagement objectives. We believe the evidence obtained provides a reasonable basis for our conclusions based on our objectives.

Please address inquiries regarding this report to the Division of Audit at (850) 412-5479.

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