

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
INTERIM PRESIDENT EMPLOYMENT AGREEMENT**

The University of Florida Board of Trustees (the "Board") and Dr. Donald Landry ("Dr. Landry") hereby enter into this Interim President Employment Agreement (the "Agreement"). The Board and Dr. Landry may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Board has the authority to select an Interim President of University of Florida ("UF" of "the University") pursuant to Regulation 1.001(5)(e) of the Board of Governors of the State University System of Florida ("Board of Governors"); and

WHEREAS, the Board has selected Dr. Landry to be delegated full authority to serve as Interim President as of September 1, 2025; and

WHEREAS, the Board of Governors shall confirm the Board's selection of Dr. Landry as Interim President, however, pursuant to Board of Governors Regulation 1.001(5)(e), the Board has determined that it is in the best interest of the University to delegate to Dr. Landry full authority to serve as Interim President during the period prior to confirmation; and

WHEREAS, Dr. Landry is ready, willing and able to serve as Interim President of UF effective September 1, 2025; and

WHEREAS, the Board has the current legal authority to determine the terms and conditions of employment of the Interim President and desires to commence the employment of Dr. Landry as Interim President on the terms and conditions provided herein; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. Appointment and Term. The Board appoints and employs Dr. Landry as Interim President of UF for a term commencing September 1, 2025, and ending: (a) on August 31, 2026, or (b) if Dr. Landry becomes the permanent president by August 31, 2026 through UF's presidential search process and a new contract is executed or, (c) through such extended term as mutually agreed up by Dr. Landry and the Board Chair (the "Term"). Dr. Landry hereby accepts such appointment and employment on the terms and conditions set forth in this Agreement, and the regulations, policies, standards and oversight of the Board of Trustees, and further understands that his employment as Interim President and this Agreement must be confirmed by the Board of Governors. If Dr. Landry is not confirmed by the Board of Governors, this Agreement becomes null and void.

3. Powers and Duties. During the Term of this Agreement, Dr. Landry shall serve as the Chief Executive and Administrative Officer of the University, reporting to the Board, with responsibility for leading and administering the University enterprise and appropriately overseeing or reasonably providing for the appropriate oversight of the affiliates of the University. As Interim President, Dr. Landry shall perform those duties and services that are not prohibited or retained by the Board and are customarily performed by the Chief Executive and Administrative Officer of large research universities in the Association of American Universities ("AAU"), as well as those duties and services that are required of the Interim President under any one or more of the following (collectively and individually, the "Duties"): applicable laws, regulations, and governmental and quasi-governmental requirements (collectively and individually "Law"), the Board's Bylaws and Governance Standards and the Board's and Board of Governors' regulations, rules, and policies (collectively and individually, "Standards and Regulations"), to the extent they are consistent with Law, the standards of applicable accreditation bodies (collectively and individually, "Accrediting Standards"), and, except to the extent prohibited by Law, Standards and Regulations, or Accrediting Standards, the requirements, rules, regulations, and policies of the intercollegiate athletic associations and conferences of which the University is a member (collectively and individually, "Other Rules"), and actions and directives of the Board and Board of Governors within their authority. The Law, Standards and Regulations, Accrediting Standards, Other Rules and actions and directives of the Board are collectively and individually referred to as the "Requirements." Dr. Landry's Duties include measurable progress toward the performance metrics referenced in Section 6, which include, but are not limited to, the performance metrics in Exhibit 1. Without limitation, it is noted that Other Rules require accountability of the Interim President for the University's intercollegiate athletic programs. The Board's Standards and Regulations provide for the Interim President to be the Corporate Secretary of the Board, which is an officer but not a member of the Board. As Interim President, Dr. Landry shall have a coterminous appointment as Corporate Secretary of the Board. This coterminous appointment shall end automatically upon the end of Dr. Landry's service as Interim President of the University.

4. Compliance with Requirements; Performance of Duties. As a material part of his responsibilities as Interim President, (a) Dr. Landry shall carry out his Duties at all times in accordance with the Requirements in good faith and in a manner that is in the best interest of the University; and (b) Dr. Landry shall faithfully, industriously and with the maximum application of his experience, ability and talent, devote full-time attention and energies (except to the extent permitted by Sections 12 and 13) to the faithful performance of his Duties for the benefit of the University.

5. Annual Base Salary. As compensation for his services as Interim President, the Board shall provide Dr. Landry with an annual base salary of Two Million Dollars (\$2,000,000.00), paid (bi-weekly) pursuant to UF's regular employee pay schedule, less applicable taxes and withholdings ("Annual Base Salary"). Consistent with state law, any payments by the University to Dr. Landry under this Agreement that cannot be paid from public funds, shall be paid with non-public funds.

6. Performance Goals and Incentive Compensation. Dr. Landry agrees to the following performance goals and metrics:

- a. The key duties and responsibilities in Exhibit 1 of this Agreement;
- b. The University's strategic plan goals, work plan and accountability report;
- c. The Board of Governors' strategic plan and performance funding model; and
- d. Other priorities as established by the Board or the Board of Governors.

The Board Chair and Dr. Landry may agree to revise the goals and objectives as necessary during the year. The Board Chair may, in his discretion and in consideration of Dr. Landry's achievement of the performance goals and metrics, award Dr. Landry incentive compensation of a bonus of up to \$500,000 during the Term based on the achievement of the performance goals and metrics ("Incentive Compensation"). The Incentive Compensation shall be paid at the time specified by the Board Chair or, if not specified by the Board Chair, no later than September 30, 2026. The Board Chair may designate a Board Committee to assist with the responsibilities of the Board Chair under this section.

7. Standard Benefits. Dr. Landry shall be eligible to participate in the benefits maintained by UF for executive service employees. Dr. Landry shall pay such premium amounts as required to be paid by other participants in executive service benefits. Such benefits may include, without limitation, health care including dental, disability and life insurance programs, retirement plans, tax-deferred savings plans, flexible spending accounts, and vacation and sick leave.

8. Housing. The Dasburg President's House is in proximity to Dr. Landry's primary office, houses another office for Dr. Landry, contains University entertaining and event space, and is a facility in which Dr. Landry shall reside and conduct University business, entertainment and development. As a term and condition of his employment as Interim President, Dr. Landry shall reside and work in the Dasburg President's House for the benefit and convenience of the University. The University shall pay the cost of hazard and liability insurance, utilities, internet service, housekeeping, catering, home office facilities, equipment and services, landscaping, maintenance, and grounds-keeping, security, repair and maintenance of the Dasburg President's House facility.

9. Transition Expenses. The University will reimburse Dr. Landry for reasonable expenses incurred, including packing and unpacking, in connection with moving him, his family and their personal property from Dr. Landry's current residence and into the Dasburg President's House, with such relocation conducted in accordance with the University's Requirements, including with respect to documentation of expenses. The University will also reimburse Dr. Landry for travel and other costs incurred for work performed in preparation for assuming the position of Interim President prior to the Term of this Agreement, including campus and stakeholder visits.

10. Parking. During the Term, UF shall provide Dr. Landry with parking, including reserved parking if desired, adjacent to the President's office and gated parking in all other campus areas.

11. Entertainment, Travel and Dues. During the Term, UF shall reimburse Dr. Landry's reasonable business, travel and entertainment expenses (including professional dues and meetings) incurred in his capacity as Interim President in accordance with the University's Requirements. When the presence of Dr. Landry's spouse is of benefit to the University, the University shall also reimburse her reasonable travel and entertainment expenses. The UF Office of Internal Audit shall review such expenses semiannually and present a report to the Audit and Compliance Committee of the Board.

12. Outside Activities. Dr. Landry may engage in typical charitable, civic, and professional activities of his choosing, including serving on boards of public or private corporate organizations, subject to prior approval by the Board Chair. Dr. Landry shall receive directly and retain all income or other compensation earned by him from outside activities, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits he is otherwise entitled to receive hereunder. Notwithstanding the foregoing, Dr. Landry will not be permitted to engage in any outside activities that interfere with the services required to be rendered to the University under the provisions of this Agreement, as determined by the Board Chair; represent a conflict of interest; are otherwise adverse to the best interests of UF or individually or collectively create a conflict of commitment with his obligations under this Agreement.

13. Public Records, Open Meetings and Fiduciary Duty. Dr. Landry is committed to and shall comply with open meeting laws and public records laws, including those in Florida Statutes and the Florida Constitution, and understands and will confer with the University's General Counsel concerning the breadth of these laws as they apply to University sunshine boards and committees and records, as well as concerning the requirements of Law that certain records be kept confidential. Dr. Landry also acknowledges that because of his employment as Interim President and in his transition to the interim presidency, he will hold a position of fiduciary capacity to the University and have access to substantial sensitive, confidential and proprietary information, as well as sensitive, confidential and proprietary records.

Dr. Landry will fulfill his fiduciary duty to the University and comply with Law applicable to public records, before, during and after his service as Interim President. Dr. Landry may engage in his personal capacity in consulting, as well as writing or speaking opportunities regarding his experiences, (a) provided that he has approval required under Section 12 during the Term of his service as Interim President, and (b) provided that no such engagement, whenever occurring, shall result in Dr. Landry providing sensitive, confidential or proprietary information or records about the University's affairs or interests, or otherwise providing such information unless compelled by a competent court order or subpoena or Law (and if so compelled, notifying and cooperating with the University's General Counsel first to the extent permitted by Law).

The University cannot address its damages for any breach of this Section 13 by recovery of any monetary damages alone and the parties agree that the University would require injunctive relief, in addition to other available remedies, to enforce this Section 13.

14. Termination.

- a. Termination for Cause by UF. This Agreement may be terminated at any time for Cause by UF. UF may terminate with Cause upon majority vote of the Board. Cause shall mean upon the occurrence of one of the following events or actions by Dr. Landry:
 - i. A deliberate and actual violation of the duties set forth in this Agreement, including refusal or unwillingness to perform such duties in good faith and to the best of his abilities, after a notice and reasonable opportunity to cure; or
 - ii. Any conduct that amounts to actions or omissions by the Interim President that are undertaken or omitted and are criminal or fraudulent or involve material dishonesty or moral turpitude; or
 - iii. The indictment of the Interim President in a court of law for any felony or crime involving misuse or misappropriation of university resources; or
 - iv. Misconduct connected with work; or
 - v. Any conduct constituting moral turpitude that would bring public disrespect, contempt, or ridicule upon UF; or
 - vi. Violation of a State of Florida law, rule, regulation, or Constitutional provision, or a University rule, governance standard, regulation or policy, which violation may in the judgment of the Board adversely reflect upon and/or adversely affect UF.

With respect to conduct constituting Cause, Dr. Landry will have an opportunity to provide information to the Board before it acts if possible. In the event Dr. Landry's employment as Interim President is terminated for Cause, his employment and appointments in all capacities at the University and its affiliates shall cease immediately without further process, compensation or benefits, except Dr. Landry shall receive (A) payment of any earned and unpaid portion of his then-current Annual Base Salary through the date of termination; (B) reimbursement of any documented and approved (or properly approvable) expenses yet to be reimbursed; and (C) any vested benefits to which Dr. Landry is entitled under the University's benefit plans, policies and procedures then in effect (collectively, the "Final Payments"). This Agreement (except for any provisions that expressly or necessarily apply after Dr. Landry's service as Interim President ends, even for Cause) shall terminate upon the termination with Cause of Dr. Landry's service as Interim President.

- b. Termination without Cause. Under UF Regulation 3.056, UF may terminate this Agreement without cause with three (3) months' notice or pay in lieu of notice. UF may terminate without Cause upon a majority vote of the Board.

This Agreement (except for any provisions that expressly or necessarily apply after Dr. Landry's service as Interim President ends) shall terminate upon the termination without Cause of Dr. Landry's service as Interim President.

- c. Resignation by Dr. Landry without Breach. Dr. Landry may resign from his position as Interim President by providing at least three (3) months' prior written notice to the Board Chair, or such shorter notice period as may be approved at the discretion of the Board Chair, and the Board shall be promptly notified. Dr. Landry's service and employment as Interim President shall cease, and this Agreement shall terminate (except for any provisions that expressly or necessarily apply after Dr. Landry's service as Interim President ends), on the effective date of his resignation, and he shall not be entitled to any further compensation or benefits as Interim President, except he shall receive the Final Payments.
- d. Termination for Cause by Dr. Landry. In the event UF breaches the terms of this Agreement, and such breach is not cured within thirty (30) calendar days of written notice of the breach or is not a breach that may be cured, Dr. Landry shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to UF.
- e. Disability. Should Dr. Landry become disabled during the Term of his service as Interim President, his service as Interim President shall terminate effective on the date of disability and he shall receive the Final Payments. For purposes of this Agreement, "Disability" shall mean the inability of Dr. Landry to perform the essential functions of the interim presidency for a period of six (6) continuous months (or such lesser or intermittent period as qualifies for benefits under an applicable disability insurance policy), with or without reasonable accommodations (as such term is defined in 42 U.S.C. § 12111(9)).
- f. Death. In the event of the death of Dr. Landry before or during his service as Interim President, his compensation and benefits shall cease immediately and his service as Interim President and this Agreement shall terminate effective on the date of death. Dr. Landry's designated beneficiary or his estate shall be entitled to receive the Final Payments and any severance due under Section 15.

15. Severance. If Dr. Landry's service as Interim President concludes on August 31, 2026, and he is not selected as UF's permanent president, UF shall pay him a severance in the amount of the Annual Base Salary through August 31, 2027. If the Term is terminated without Cause or due to Dr. Landry's death prior to August 31, 2026, UF shall pay Dr. Landry, or his designated beneficiary or estate, a severance in the amount of the Annual Base Salary for one year following the effective date of the termination without Cause or due to his death. Dr. Landry shall not be entitled to severance if his Term as Interim President ends for any other reasons. All severance payments shall be paid with non-public funds.

16. Indemnification. The University shall indemnify Dr. Landry against damages, settlements, legal fees, expenses, judgments, and other financial amounts incurred within the

scope of his Duties as Interim President and thereafter relating to his service as Interim President, to the extent consistent with Florida Law, the Standards and Regulations, Accrediting Standards, Other Rules, and the actions and directives of the Board.

17. Mediation. The parties agree that (a) any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as (b) any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Landry's Duties, employment and/or termination of his employment as Interim President or thereafter by the Board (any such controversy or claim being referred to herein as a "Dispute") first shall be submitted to non-binding mediation, as provided in this Section 17 and, if that is not sufficient to resolve the Dispute, to arbitration in Section 18. Within fifteen (15) days after delivery of a notice of request for mediation from one party to the other (each a "Mediation Notice"), the Dispute shall be submitted to a single mediator chosen by the parties and held in Gainesville, Florida, or other location if mutually agreed upon by the parties. The costs and fees associated with the mediator shall be shared equally by the parties. The parties shall pay their own attorney's fees and legal costs. The Mediation Notice may be in writing or, if oral, then the giving of notice and an acknowledgment of receipt of notice, shall be given by one party to the other, with a third party on behalf of the party that is giving notice being able to hear both parties.

18. Arbitration. Any Dispute between the parties that is not resolved by mediation in accordance with Section 17 above, which can be subject to arbitration shall, on the request of either party served on the other on or after the thirtieth (30th) day following delivery of the corresponding Mediation Notice, be submitted to binding arbitration before a single arbitrator. The request may be in writing or, if oral, then the giving of notice and an acknowledgment of receipt of notice shall be given by one party to the other, with a third party on behalf of the party that is giving notice being able to hear both parties. The arbitrator shall be a former federal or state judge or an attorney with at least fifteen (15) years of experience in employment dispute resolution, preferably in the areas of non-profit organizations, public service entities, or higher education institutions, selected by mutual agreement of the parties within five (5) business days of arbitration being requested. The individual selected need not be licensed to practice law in Florida. If an agreement on an arbitrator is not timely reached, each party shall select and pay for an arbitrator and those two arbitrators shall select a third arbitrator who shall decide the dispute. Dr. Landry and the University stipulate and agree that any arbitration will be held in Gainesville, Florida, unless a different location is mutually agreed upon by both parties, pursuant to the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (or, if no longer in existence, any comparable rules then in existence) (the "Rules"). Pursuant to the Rules, discovery may include depositions, interrogatories and document production. The written decision of the arbitrator shall be final and conclusive upon both parties. The parties shall equally share the arbitrator's compensation and administrative fees. This Section 18 shall be a complete defense to any suit, action or proceeding instituted before any court or agency with respect to any matter resolvable hereunder, provided, however, that, notwithstanding this provision, any party may seek interim judicial relief in aid of arbitration, to prevent a violation of this Agreement pending arbitration or to enforce any arbitration award. The parties shall pay their own legal fees, which the arbitrator shall not have authority to otherwise apportion or assign.

19. General Cooperation Covenant. Without limitation of the obligations specified in this Agreement and applicable University rules, governance standards regulations, policies and procedures, Dr. Landry agrees to cooperate fully in any review or investigation involving University matters in which he may possess pertinent information. This obligation shall survive the expiration or earlier termination of this Agreement.

20. Severability and Waiver. If any provision or provisions of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, by a court of competent jurisdiction, then this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof to render it valid and enforceable. No waiver or failure to enforce any or all rights under this Agreement by either Party on any occasion shall constitute a waiver of that Party's right to assert the same or any other rights on that or any other occasion.

21. Governing Law, Rule of Construction. This Agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of Florida (or United States federal law, to the extent applicable), including any applicable statutes of limitation, without regard to any otherwise applicable principles of conflicts of law or choice of law rules (whether of the State of Florida or any other jurisdiction) that would result in the application of the substantive or procedural rules or law of any other jurisdiction. This Agreement shall be construed as though both parties participated equally in the drafting of the same and any rule of construction that a document shall be construed against the drafting party shall not be applicable to this Agreement.

22. Modification of Agreement. This Agreement represents the full and complete understanding of the Parties and supersedes any previous or contemporaneous written or oral representations made by either Party. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the Parties or owed by either Party to the other that are not set forth in this Agreement. This Agreement may be modified or amended only by mutual written consent of the Parties.

23. Personal Contract. The obligations and duties of Dr. Landry shall be personal and not assignable or delegable in any manner whatsoever by Dr. Landry.

24. Understanding of the Agreement. Both Parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with intention to comply with its terms.

25. Public Disclosure of the Agreement. Both Parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided by law.

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

27. Headings for Convenience Only. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement.

28. Notice. Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:
Morteza "Mori" Hosseini, Chair
c/o: UF's General Counsel's Office
123 Tigert Hall
Gainesville, FL 32611
general-counsel@ufl.edu

If to the Interim President:
Dr. Donald Landry
226 Tigert Hall
Gainesville, FL 32611

29. Survival. The rights and obligations set forth in Sections 13 and 16 through 22 shall survive the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES

DR. DONALD LANDRY

Morteza "Mori" Hosseini
Chair of Board of Trustees

Date

Date

Exhibit 1 - Key Duties and Responsibilities

The following requirements are mandated Interim Presidential key duties and responsibilities. The Board's determination of Dr. Landry's performance and Incentive Compensation will include, but not be limited to, the following key goals and metrics.

1. Make it a priority to appoint a permanent provost who is firmly aligned with and supports the principles guiding Florida's approach to higher education, including as articulated by the legislature, the Board of Governors, and the UF Board of Trustees. In accordance with the Governance Standards, provost appointments require the approval of the Chair of the Board of Trustees and notice to the Vice Chair.
2. Make it a priority to fill the interim dean positions with individuals who are firmly aligned with and support the principles guiding Florida's approach to higher education, including as articulated by the legislature, the Board of Governors, and the UF Board of Trustees. In accordance with the Governance Standards, dean appointments require the approval of the Chair of the Board of Trustees and notice to the Vice Chair.
3. Make it a priority to fill the interim and/or vacant leadership positions, including cabinet positions, directors and other academic and administrative unit leadership positions who are firmly aligned with and support the principles guiding Florida's approach to higher education, including as articulated by the legislature, the Board of Governors, and the UF Board of Trustees. In accordance with the Governance Standards, the appointment of cabinet positions, directors and other academic and administrative unit leadership positions requires the approval of the Chair of the Board of Trustees and notice to the Vice Chair.
4. Ensure that the faculty tenure review process continues in a rigorous manner with a focus on maintaining classroom integrity and academic excellence.
5. Oversee a strategic review of courses to assess their educational value. Programs with a consistent low return on investment will be eliminated.
6. Commit to working with Florida and Federal DOGE to eliminate waste, fraud and abuse.
7. Work with Florida DOGE to evaluate and reduce administrative overhead, ensuring that University resources are directed to teaching, research, and student success while safeguarding taxpayer and donor investments.
8. Prohibit the use of any public or private funds from being spent on DEI or political or social activism.
9. Lead a comprehensive review of accreditation standards across the University's colleges and programs ensuring that accrediting standards are complied with in a manner that is consistent with federal and state laws and mandates.

10. Keep the safety of UF's students, including its Jewish students, and broader campus community as the top priority. Accelerate efforts to proactively increase awareness and acceptance of the Board of Trustees invitation to Jewish students who feel threatened or harassed at other institutions to apply for admission at UF.
11. Continue enhancing the University's national stature and reputation, including raising the University's overall ranking and the ranking of each college and the UF Health system and its hospitals.
12. Prepare the University for its next capital (fundraising) campaign by establishing proposed goals and themes.
13. Maintain and accelerate progress with the University's Jacksonville campus and Hamilton School.
14. Ensure continued progress on the development of the UF Health system and its relationship to academic medicine, UF Health colleges, and UF Health research institutes and centers.
15. Reinforce controls over administrative hiring, administrative expenditures, signature delegations and the Governance Standards.
16. Strengthen efforts to ensure and improve student academic success.
17. Build on the University's AI success by formulating plans for future development and implementation.