## THE CONFERENCE BOARD ("TCB") MEMBERSHIP & SERVICES ENROLLMENT FORM ("Order Form")

MEMBER COMPANY: Florida State Board of Administration

Offer good through: July 31, 2025

("Member")

Program Name/Service	Start Date	Term (Months)	Fee
Membership to: Governance & Sustainability Center Full members access to tcb.org online platform and all Governance & Sustainability Center programming and research for the FSBA Investment Programs & Governance Team	July 2025-June 2026 July 2026-June 2027 July 2027-June 2028		\$19,500 \$19,500 \$19,500

#### Choosing a multiyear option will allow you to lock in 2025 pricing for two or more years.

The Conference Board, Inc. is a not-for-profit entity under Section 501(c)(3) of the IRS Code. The research and educational products described above are of equal value to the membership fees

**Net Payable:** 30 Calendar Days from receipt of Invoice. Invoice for the TOTAL fee identified above will be sent upon receipt of Member's executed Order Form. Thereafter, invoicing will be sent on an Annual basis for the items above. Additionally, the items above will renew as per the Auto Renewal clause of the Membership Terms and Conditions. Payments received later than ten (10) business days after the due date may be subject to a 1.5% late-payment penalty.

 Special Terms & Conditions: Membership spans a period of 36 months. Invoices will be delivered for payment in in July of each year of the term..

#### Standard Terms of Agreement:

This Membership Agreement is subject to the <u>Membership Terms and Conditions (https://www.conference-board.org/tnc/)</u>, incorporated herein by reference. Member's internal use of materials available from TCB's website during the term of the Membership is subject to the <u>Terms of Use (https://www.conference-board.org/contact/index.cfm?id=1985)</u>. TCB's use of Member information is subject to TCB's <u>Privacy Policy (https://www.conference-board.org/Privacypolicy/)</u>.

The undersigned, being the duly authorized representative of Company, has executed this Membership Agreement below.



Name: Chris Spencer

Title: Executive Director



# Member Point of Contact: Name: Mike McCauley, Title: Senior Officer Investment Programs & Governance Member Address: City: Tallahassee Zip: 32308 State: Florida Country: US 850-413-1252 Email: Mike.McCauley@SBAFLA.com Phone: Invoicing Contact (if different from above): Title: Name: Member Address: City: Zip: State: Country: Accounts.Payablesection@sbafla.com Email: Phone: Payment Method: Credit Card EFT P.O. Company Check

Other

#### ACKNOWLEDGEMENT

## by The Conference Board, Inc. ("TCB") Legal Requirements of the State Board of Administration of Florida must follow

Notwithstanding anything to the contrary in the TCB's Terms and Conditions, Terms of Use and Privacy Policy (the Agreements"), the following provisions apply to the State Board of Administration of Florida (**SBA**) as an entity of the State of Florida, are incorporated by reference into the Agreements, and are agreed to by **TCB**. This Acknowledgement shall apply to the current Agreements and any future Agreements between the parties unless either party rescinds its approval.

- 1. The **SBA**, as an entity of the State of Florida, is prohibited from entering into indemnification agreements unless expressly authorized by law. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** agrees to any sections on [Indemnification and Limitation of Liability] to the fullest extent allowable and enforceable under Florida law.
- 2. Notwithstanding any provision in any agreement between the parties, TCB acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of any agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes, will prevail.
- 3. IF TCB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TCB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA POST OFFICE BOX 13300 TALLAHASSEE, FLORIDA 32317-3300 (850) 488-4406 SBAContracts DL@sbafla.com

(The font size, bolding and text set forth above are required by s. 119.0701(2)(a), F.S.)

- 4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **TCB** hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the **SBA's** website. At the time of execution **TCB** may submit a redacted version of the agreement for these purposes.
- In accordance with Section 448.095(5), Florida Statutes, TCB shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. TCB

acknowledges that the SBA is subject to and **TCB** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

## 6. RESERVED.

7. This Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.



### **AFFIDAVIT**

- I, Stephen Forrey, hereby declare, under penalty of perjury, as follows:
  - 1. I am the Chief Financial Officer at The Conference Board, Inc. ("Company").
  - 2. I submit this Affidavit pursuant to Section 787.06(13), Florida Statutes, in connection with a contract between the Company and the Florida State Board of Administration.
  - 3. Section 787.06(13), Florida Statutes, requires a nongovernmental entity executing, renewing, or extending a contract with a governmental entity to provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity attesting under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined by Section 787.06, Florida Statutes.
  - 4. As used herein, "coercion" means:
    - Using or threatening to use physical force against any person;
    - b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
    - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
    - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    - e. Causing or threatening to cause financial harm to any person;
    - f. Enticing or luring any person by fraud or deceit; or
    - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
  - 5. As used herein, "labor" means work of economic or financial value.
  - 6. As used herein, "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

7. The Company does not use coercion for labor or services as those terms are defined herein and by Section 787.06, Florida Statutes.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge and belief.

EXECUTED this 4th day of September, 2025 in New York, NY.

