



**2016-2017 EVENTS FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO  
AND LAKE NONA INSTITUTE, INC.**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **CITY OF ORLANDO**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as "the City") with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and **Lake Nona Institute, Inc.**, a not-for-profit Florida corporation (hereinafter referred to as "Lake Nona Institute"), with a principal address of 9801 Lake Nona Road, Orlando, Florida 32827.

**WITNESSETH**

**WHEREAS**, Lake Nona Institute has applied to the City for a donation of funds to sponsor the Lake Nona Impact Forum set forth in Exhibit "A" (hereinafter referred to as "the Impact Forum" or "the forum") attached hereto and incorporated herein by this reference; and

**WHEREAS**, the City has determined that there is a public need for the Impact Forum in order to promote the general health, welfare and/or safety of the community and that hosting this forum is in the best interests of the City, and to that end, the City has appropriated funds to be donated to Lake Nona Institute for the forum; and

**WHEREAS**, Lake Nona Institute has available the necessary qualified and trained personnel, facilities, materials and supplies to host the Impact Forum as set forth in this Agreement; and

**WHEREAS**, the City desires to enter into an agreement with Lake Nona Institute whereby Lake Nona Institute will receive and disburse said funds of the City for the purpose of hosting the Impact Forum in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the promises, the mutual covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. **FUNDING.** The City has appropriated the total sum of Ten Thousand Dollars and No Cents (\$10,000.00) to be used by Lake Nona Institute solely for the purposes set forth herein

(hereinafter "Funds"). Subject to the provisions of this Agreement, the City shall contribute the Funds to Lake Nona Institute for the Lake Nona Impact Forum.

3. **PAYMENTS.** Subject to the provisions of this Agreement, the Funds shall be dispersed in one lump sum payment to Lake Nona Institute on November 30, 2016. Payment by the City shall be contingent upon the following:

(a) receipt and approval by the City of the reports specified in Paragraph 4 of this Agreement;

(b) inclusion of the audit provisions in sub-recipient agreements, if any, as set forth in Paragraph 7 of this Agreement;

(c) compliance with such other reporting and administrative requirements specifically set forth in this Agreement; and

(d) continuing faithful performance of all of the provisions of this Agreement by Lake Nona Institute.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.** Lake Nona Institute agrees to submit to the Manager of Economic Development or his/her designee, progress and expenditure summary that shall include an evaluation of the Impact Forum and shall detail the expenditure of the Funds within thirty (30) days from the date the forum. Failure to comply with this requirement shall constitute grounds for termination of this Agreement and may result in the City seeking reimbursement of Funds.

5. **NONPROFIT STATUS.** Lake Nona Institute shall maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If Lake Nona Institute should, during the term of this Agreement, lose its corporate or non-profit status, it shall immediately notify the City within ten (10) days of the event. Upon such an event, the City reserves the right to immediately terminate this Agreement and either discontinue distribution of Funds to Lake Nona Institute or seek reimbursement of Funds.

6. **NONDISCRIMINATION.** Lake Nona Institute agrees to host the forum without regard to race, color, creed, sex, age, national origin, disability, sexual orientation or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Lake Nona Institute agrees that compliance with this provision constitutes a condition to receipt of Funds.

7. **ACCOUNTING AND AUDIT.** Lake Nona Institute shall utilize and maintain such records and practices regarding receipts and disbursements of the Funds as to be in accordance with generally accepted accounting principles. All such records shall be open to inspection and made available for audit by the City or by the City's designee during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement. Any cost incurred by Lake Nona Institute as a result of a City audit shall be the sole responsibility of and shall

be borne by Lake Nona Institute. In addition, should Lake Nona Institute provide any or all of the Funds to sub-recipients, then and in that event Lake Nona Institute shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City or the City's designee to the same extent as those of Lake Nona Institute.

8. **MONITORING.** Lake Nona Institute shall permit the City to monitor the forum and/or interview Lake Nona Institute's employees in order to ensure compliance with the terms of this Agreement. Lake Nona Institute shall, to assist monitoring of the forum, provide to the City or the City's designee access to all relevant records, access to the forum, and such other information as the City may deem necessary.

9. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing October 1, 2016 and terminating March 31, 2017.

10. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

11. **INDEMNIFICATION.** Lake Nona Institute agrees to indemnify and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by Lake Nona Institute, Lake Nona Institute's performance of the forum or because due to the mere existence of this Agreement itself.

12. **DEFAULT.** The following shall constitute an Event of Default under this Agreement:

- (a) Lake Nona Institute's failure to utilize the Funds for the Impact Forum in accordance with the terms and conditions of this Agreement;
- (b) Lake Nona Institute makes or submits a material representation in any certification or communication to the City in an effort to induce the donation of the Funds or the administration thereof that is later determined by the City to be false, misleading, or incorrect in any material manner; or
- (c) Lake Nona Institute's failure to comply with any of the terms and conditions in this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City shall have the authority to terminate this Agreement and either discontinue disbursement of the Funds or seeking reimbursement of the Funds, and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law or under common law.

13. **NO WAIVER.** The continued performance by either party hereto, pursuant to the terms of this Agreement, after an Event of Default shall not be deemed a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

15. **NONASSIGNABILITY.** Lake Nona Institute may not assign its rights hereunder without the prior written consent of the City. Failure to comply with this section may result in immediate termination of this Agreement.

16. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting Lake Nona Institute as the agent or representative of the City for any purpose or in any manner whatsoever.

17. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. Lake Nona Institute agrees to notify the City of an occurrence of any incident or action filed against Lake Nona Institute, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

18. **CORPORATE TABLES.** Lake Nona Institute agrees that, if it holds any fund raising events during the term of this Agreement at which "corporate tables" are sold, the City shall receive a table without cost in consideration of the donation provided to Lake Nona Institute under this Agreement.

19. **INSURANCE.** Lake Nona Institute shall have following insurance coverage active throughout the duration of this Agreement, and shall provide Certificates of Insurance to the Manager of the Economic Development Department, or his/her designee, within ten (10) days of the effective date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the City:

- (a) Commercial General Liability -- Lake Nona Institute shall provide commercial general liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The City of Orlando shall be named as an additional insured.
- (b) Commercial Automobile Liability -- Lake Nona Institute shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for

limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

- (c) Workers' Compensation -- Lake Nona Institute shall provide Workers' Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.
- (d) Employee's Honesty Insurance -- Lake Nona Institute shall provide not less than \$10,000 coverage limit. The City of Orlando shall be named as an additional insured.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist. This Agreement may only be modified in writing, signed by both parties.

21. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City: City of Orlando  
Director, Economic Development Department  
P.O. Box 4990  
Orlando, Florida 32802  
(with a copy to City Attorney's Office)

LNI: Lake Nona Institute, Inc.  
Gloria Caulfield, Executive Director  
9801 Lake Nona Road  
Orlando, Florida 32827

22. **FORCE MAJEURE.** The parties acknowledge and agree that unforeseen and uncontrollable Acts of God or acts of people may interfere with Lake Nona Institute's ability to perform its responsibilities and duties as required by this Agreement. Such occurrences may include, but is not limited to, hurricane, tornado, tropical storm, tropical depression, earthquake, flood, lightning, water damage, severe weather conditions, accidents to or failure of essential equipment or machinery, fire, labor controversy, riot, civil unrest, civil commotion, terrorist activity, war, acts of a public enemy, or major upheaval, law, enactment, rule, or order of any government, failure of essential technical facilities, failure or delay of essential transportation facilities, incapacity of essential personnel, or other cause of a similar or like nature not reasonably within the control of Lake Nona Institute and which Lake Nona Institute could not have avoided by exercise of reasonable and prudent diligence. In the event such an occurrence forces Lake Nona Institute to

cancel the Impact Forum, this Agreement is immediately terminated and Lake Nona Institute shall reimburse the Funds to the City within thirty (30) days from the date of cancellation.

**IN WITNESS WHEREOF**, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Orlando City Clerk

APPROVED as to form and legality,  
for the use and reliance of the  
City of Orlando, Florida only.  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
Assistant City Attorney  
City of Orlando,

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,  
\_\_\_\_\_, [ ] well known to me or [ ] who has produced  
his/her \_\_\_\_\_ as identification, and known to me to be the  
Mayor/Mayor Pro Tem of the City of Orlando, and acknowledged before me that he/she  
executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and  
that he/she was duly authorized to do so.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LAKE NONA INSTITUTE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, \_\_\_\_\_, well known to me and known by me to be the \_\_\_\_\_ of Lake Nona Institute, Inc., and acknowledged before me that they executed the foregoing 2016-2017 Funding Agreement on behalf of said corporation as its true act and deed, and that they were duly authorized so to do. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:

## EXHIBIT “A”



**COMMUNITY ADVOCATE SPONSOR**  
February 15-17, 2017 | Orlando, Florida

### ENGAGEMENT

#### Delegate Attendees

- Two (2) delegate badges granting event access February 15-17, 2017
  - Each delegate badge is valued at \$2,000 and includes the following:
    - Access to event programming, including the Opening Reception, Thursday Evening's Dinner and the Convergence Session
    - All meals during event  
Two (2) breakfast, two (2) lunch, reception dinner and network dinner
    - Impact Forum Gifting Experience
- Four (4) invitations granting access to the Convergence Session taking place Friday, February 17

#### Logo & Branding Inclusion

- Digital Communications to Attendees (logo recognition)
  - Convergence invitation with agenda and program summary
- Printed Event Materials
  - Sponsor recognition on Event Agenda
- Event App
  - Logo recognition on Event Sponsor page
- Event Signage
  - Logo recognition on event sponsor signage
  - Logo recognition on Convergence printed program
  - Logo recognition on presentation screen during breaks

**Total Sponsor Contribution: \$10,000**





LAKE NONA INSTITUTE  
**IMPACT FORUM**  
presented by *Johnson & Johnson*

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2017 ADVISORY BOARD OVERVIEW



## LAKE NONA: A BURGEONING BIOTECH HUB

Lake Nona is one of the fastest growing communities in America, with more than \$3 billion in construction across 7.1 million square feet of commercial and residential space. This 11-square-mile master-planned community, designed and built from scratch by private investment organization Tavistock Group, encompasses the best Orlando has to offer, with all the conveniences of dynamic, vibrant neighborhoods. These include Lake Nona Medical City, a sports performance district highlighted by USTA's New Home of American Tennis and a new training facility for the Orlando City Soccer Club, plus easy access to the Orlando International Airport. Lake Nona will feature more than five million square feet of commercial space, 2,200 hotel rooms, 25,000 residents and more than 100 shops and restaurants.

A burgeoning biotech hub, Orlando is touted by medical innovators and entrepreneurs from around the world as the ideal platform to launch

groundbreaking solutions to complex health issues. Lake Nona Medical City has a major impact on Central Florida's rapidly evolving Biotechnology, Life Sciences and Health Care industries through research, clinical trials, and medical training. In short, Lake Nona is creating the Silicon Valley of Health, Wellness, and Fitness.

Lake Nona prides itself on world-class residences in thoughtfully designed neighborhoods, with exceptional education opportunities, recreational facilities, retail centers, and entertainment venues, as well as state-of-the-art commercial facilities, diverse work spaces, and groundbreaking gigabit fiber optic technology. The Lake Nona vision consists of an innovative community focused on sustainable design, sports performance, and healthy living for all.



## LAKE NONA INSTITUTE

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The Lake Nona Institute is a nonprofit innovation-focused organization that incubates, activates and measures the impact of novel technology and programs with the goal of becoming a global model for constructing healthy, sustainable and inspired communities. We facilitate initiatives based on three pillars: sustainability, education and health & wellness.

Leading the way is Thomas J. Graham, M.D., a key leader as the former Chief Innovation Officer at the Cleveland Clinic, whose practice is recognized as the premier destination for the care of professional athletes' hand and wrist injuries. Graham's level of experience as an inventor and a serial entrepreneur led him to establish the Global Healthcare Innovations Alliance before coming to Lake Nona, where he will drive health innovation strategy for the Tavistock Group, as well as serve as Global Chairman of the Lake Nona Institute.

Our projects serve to promote awareness, empowerment and collaboration with the perspective that individuals have a profound impact on their community at large. Our mission is to work with Lake Nona residents and businesses to create a living laboratory where new initiatives can be activated and studied to promote measurable change.

By working with Lake Nona Medical City anchor and corporate partners including Johnson & Johnson, GE and GuideWell, we are establishing the perfect stage

to shape our vision. Lake Nona is already being used to test products, enhance promising ideas and drive positive results.

One of our most exciting new projects is The Health + Wellness Intelligent Home, designed to maximize potential by nurturing how home, community, and technology intersect to provide better living. The home, unique in the USA, will integrate solutions that support healthy environments and promote positive choices. The Health + Wellness Intelligent Home project will work with strategic partners to identify the newest solutions available, as well as to develop new concepts and prototypes to promote health outcomes within the home.

Our collaboration with Johnson & Johnson to host multi-generational research, the Lake Nona Life Project will look to determine what factors make living a healthier, longer life more attainable for all. In conjunction with Cisco, Lake Nona has been named one of only nine Iconic Smart+Connected Communities in the world for our gigabit fiber infrastructure. This recognition has also led to the Lake Nona Institute's collaboration with the White House's US Ignite Program, to demonstrate the potential of high-speed networks and connected communities.

The result of these partnerships: lasting, positive impact and a chance at a better, healthier tomorrow.



## LAKE NONA IMPACT FORUM AT A GLANCE

Hosted by the Lake Nona Institute, the invitation-only Lake Nona Impact Forum is filled with transformative ideas and insights from many of the world's foremost thought leaders in commerce, government, health care and academics. Together, we collaborate on ways to harness technology, policy, education and entrepreneurship for the common good. With these tough challenges come exciting opportunities for innovation.

This Forum is a chance, in a time and place specifically designed for thoughtful conversation and transformative leadership, to provide fresh perspectives and develop concrete action plans to redefine health care and wellness for the world. The speakers and surroundings inspire the attendees' boldest, most original creative solutions to emerge. Together, we can conquer significant difficulties that only seem insurmountable when faced alone.

The Lake Nona Impact Forum is not only transactional; it is truly transformative. Many of the important insights and unique perspectives of the attendees are captured in Driving Impact Lightning Sessions on topics that include:

- **Connected Healthy Communities:**  
Disruptive Thinking & Design
- **Future Innovation Ecosystems:**  
Partnering for Speed & Impact
- **Sports & Performance:**  
Activating Human Potential

"Impact" is our middle name – that's why our team will work tirelessly to distill your broad perspectives and deep insights into critical solutions, and implement these ideas as realistic actions to create the future of health care transformation and economic development.

Drawing internationally recognized speakers, past events have included; **Dr. Deepak Chopra**, Founder, The Chopra Foundation and Co-founder, The Chopra Center for Wellbeing; **Dr. Eric Topol**, Director, Scripps Translational Science Institute ; **The Honorable Patrick J. Kennedy**, Former United States Representative, Rhode Island; Co-Founder, One Mind, and Founder, Kennedy Forum; **Billie Jean King**, Founder, Billie Jean King Leadership Initiative; Co-Founder, World Team Tennis; **Dan Buettner**, Founder and Chief Executive Officer, Blue Zones; **Dr. Dean Ornish**, President and Founder, Preventive Medicine Research Institute, Clinical Professor of Medicine, University of California, San Francisco; **Alex Gorsky**, CEO & Chairman, Johnson & Johnson; **Dr. Sanjay Gupta**, Chief Medical Correspondent, CNN; **Dr. Richard Carmona**, 17th Surgeon General of the United States; Jim Courier, Captain, US Davis Cup Team; **Arianna Huffington**, Chair, President and Editor-in-Chief, Huffington Post Media Group; and **The Honorable Robert McDonald**, US Secretary of Veterans Affairs. Committed to Inspiring Health Innovation, the Lake Nona Impact Forum creates an intimate experience for thoughtful and collaborative conversation that will lead to action.

### CREATING THE EXPERIENCE

We are about inspiring health innovation.

Delegates are hand-picked and invitations are non-transferable.

Speakers, hosts, and delegates will hold a deep commitment to the transformation of health & wellness and medical innovation.

Our delegates will engage with some of the best minds in the world by discussing challenges and solutions to the most pressing health and wellness issues.

The experience will be informative, memorable and impactful.



**Sandi E. Peterson**, Group Worldwide  
Chairman, Johnson & Johnson



**Sanjay Gupta, MD**  
Chief Medical Correspondent,  
CNN; Staff Neurosurgeon, The  
Emory Clinic; Associate Chief  
of Neurology, Grady Memorial  
Hospital

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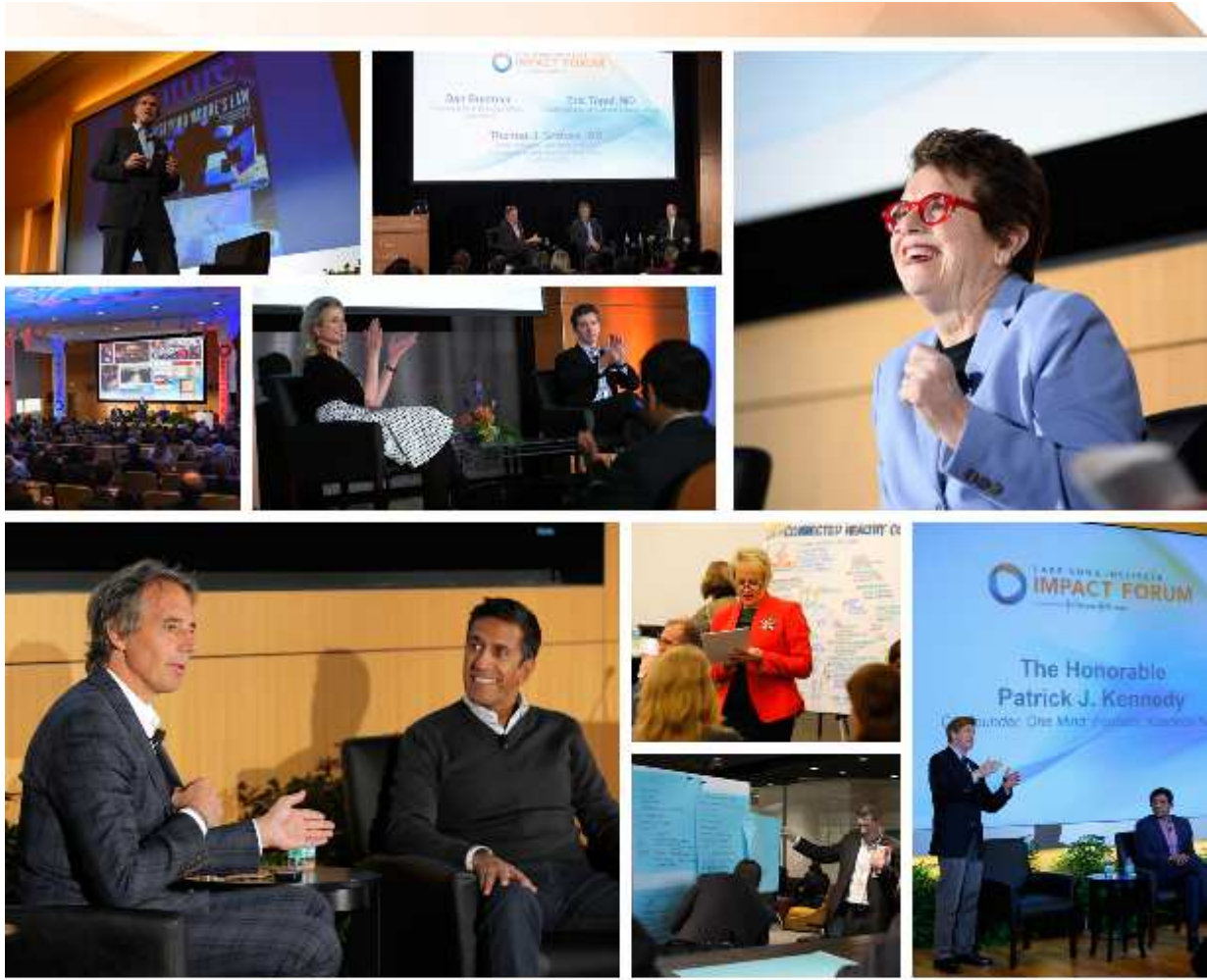
## 2016 LAKE NONA IMPACT FORUM

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### Session Themes and Topics

- Orlando – You Don't Know the Half of It
  - The Missing Link: A New Human-Centered Approach to Transforming Health and Wellbeing
  - Health Innovation: The Lake Nona Opportunity
  - The Health Transformers
  - The Patient Will See You Now
  - Getting Serious About Prevention
  - Establishing a Well Building Standard
  - The Future of Wellbeing
  - Inclusion, Innovation & Impact
  - What are We Learning About Health from Space?
  - Preserving Cognitive and Mental Capital
  - The Sea Change in Cancer Treatment
  - Can Sport Save Society?
  - An Innovation Power Grid: Harnessing the Crowd
  - Leveraging the Power of Innovation to Improve and Extend Human Life
  - Staying Ahead of Your Time – Leadership and Disruptive Innovation
  - Watson Will See You Now
  - Transforming Patient Care and Driving Innovation in One of the Largest Health Systems in the World
  - Outside-In Innovation: Global Consumer Companies Setting the Pace
  - Inside Out or Outside In: Disrupting Healthcare
  - An Innovator's Conversation: What Does It Take?
  - Living Innovation
  - Why Should We be Optimistic about the Future of Health Technology?
  - A Roadmap for Lake Nona
  - Innovating at the Community Level to Transform the Health of Our World
- Driving Impact Lightning Sessions
- Connected Healthy Communities: Disruptive Thinking & Design
  - Future Innovation Ecosystems: Partnering for Speed & Impact
  - Sports & Performance: Activating Human Potential

We look forward to developing new themes and topics for 2017. Together, we can find new ways to redefine health care and wellness in our community and our world.



**SAVE THE DATE: FEBRUARY 15-17, 2017**

*The future of leadership, the future of society, the future of nations depends on wellbeing communities. Lake Nona is a pioneer of that. I hope that others will follow.*

**Deepak Chopra, MD, FACP**  
 Founder, The Chopra Foundation;  
 Co-founder, The Chopra Center for Wellbeing

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