



Deloitte Consulting LLP
1100 Capital Avenue
Suite 300
Omaha, NE 68102

March 16, 2026

Dr. Jeffrey Gold
President
University of Nebraska System
3835 Holdrege Street
Lincoln, NE 68583

Re: Engagement Letter for University of Nebraska System Structural Assessment

Dear Dr. Gold,

I am pleased to confirm that Deloitte Consulting LLP ("Deloitte", "us," or "we") will perform the consulting services set forth in this Engagement Letter (the "Services") to assist the University of Nebraska System ("Nebraska," "NU," "System" or "Client") in connection with a suite of strategic services aimed at enhancing the efficiency and effectiveness of the multi-campus enterprise.

I. Description of Approach, Scope and Responsibilities

A. Background

In mid-November 2025, the University of Nebraska received confirmation from its accreditor, the Higher Learning Commission, that the University's application for joint accreditation for the University of Nebraska-Lincoln ("UNL") and the University of Nebraska Medical Center ("UNMC") had met all qualifications required and as such, was approved by HLC.

Building upon the momentum of the joint accreditation, the University of Nebraska System seeks Deloitte's support to perform four strategic services workstreams across all its campuses as follows:

- **Workstream #1:** Strategic Alignment and Mission Differentiation
- **Workstream #2:** Governance and Decision-Making Structure
- **Workstream #3:** Organizational Structure and Administrative Alignment (focusing on Finance, Human Resources, ITS, Procurement, Marketing & Communications, Research Administration, and Student Services)
- **Workstream #4:** Financial Model and Resource Allocation

B. Scope of Services

¹ As used in this document, "Deloitte" means Deloitte Consulting LLP, a subsidiary of Deloitte LLP. Please see www.deloitte.com/us/about for a detailed description of our legal structure. Certain services may not be available to attest clients under the rules and regulations of public accounting.

The four workstreams above have been integrated into a workplan consisting of three phases that will take place over the course of approximately eight months beginning in April of 2026 and concluding in approximately December of 2026. Nothing in this Engagement Letter is intended to create a specific period of performance and all timelines are approximate. Client agrees that any item not expressly set forth in this Engagement Letter is out of scope. Detailed below is a summary of the phases and the activities contained within each.

Phase 1: Project Mobilization and Initial Discovery (Weeks 1 – 4)

The purpose of Phase 1 is to set up the project for success and start initial discovery activities to establish a baseline understanding across the four workstreams. This will enable Deloitte to consolidate conversations with stakeholders whose input will be important for multiple workstreams and ultimately support the creation of tailored recommendations that resolve pain points and create more effective structures across the System.

Primary Activities:

- Work with Client leadership to identify critical dates (e.g., Board of Regents meetings) and align on expectations for information needed at those milestones
- Hold a briefing meeting with the Board of Regents to overview scope, discuss timeline, and confirm objectives and expectations for deliverables.
- Develop draft communications to inform NU stakeholders of the engagement and its primary objectives
- Submit a data request, seeking foundational information about the University of Nebraska System and its component campuses, and more detailed data that will be necessary to conduct analysis across the four workstreams. Among other items, the data request will include organizational charts, detailed financial information, strategic plans and campus-level initiatives, Board of Regents and campus bylaws and governance structures, current shared functions and services, and the HLC application for joint accreditation and HLC's decision letter and expectations
- Conduct initial interviews with leadership including Chancellors, Executive Vice Chancellors, a selection of Vice Chancellors, and others as collectively agreed to by Deloitte and Client. We anticipate the initial interviews to number between fifteen and twenty (we will expand the number of interviews once we get into the detailed analysis required for the four workstreams (these Phase 0 interviews are intended to give Deloitte further insight into the current state of the System and make efficient use of the time of NU senior leaders)

Phase 2: Current State Assessment (Weeks 5 – 26)

The purpose of Phase 2 is to conduct detailed analysis across all four workstreams, review and analyze data, conduct interviews and focus groups with process and function owners and stakeholders, and develop and test hypotheses. At the conclusion of Phase 2, Deloitte will provide a Current State Assessment report to Nebraska, which will answer the following questions, as delineated by the four workstreams:

Workstream 1: Strategic Alignment and Mission Differentiation

- Do existing structures at the System and campus levels align with long-term educational, research, and public service missions?
- Are the missions of the System and campuses clear and is there appropriate differentiation?
- Are education and research programs duplicative or complementary?
- Are existing structures and missions at System and the campuses aligned with the priorities of the state, especially as those priorities relate to workforce needs and economic development goals?
- How does Nebraska compare to peer multi-campus Systems?
- Are existing approaches to change management and stakeholder engagement appropriate?

Workstream 2: Governance and Decision-Making Structures

- What are the existing governance structures (both formal and informal) across the System, both at the System and campus levels, and how effective are they?
- Are the roles and decision rights of System administration and campus leadership clear?
- Are roles effectively mapped to competencies?
- Are escalation pathways and change approval timelines clear and reasonable?

Workstream 3: Organizational Structure and Administrative Alignment

- By function, are the administrative units organized efficiently between the System and campuses?
- Are there clear delineations between the role of the System and the role of the campuses for each function and are these appropriately aligned?
- Does technology effectively support integration and decision-making?
- Are data governance and reporting structures and processes effective and appropriate?
- Does the existing digital experience for students and staff meet the needs and expectations of those stakeholders?
- Are cybersecurity controls appropriate and is technology infrastructure secure?
- Are there overlapping or redundant functions?
- Are there opportunities to promote effectiveness and efficiency through centralization, decentralization, or shared services?
- Do administrative unit organizational structures have appropriate spans of controls and layers; are reporting lines too complex?

Workstream 4: Financial Model and Resource Allocation

- Do funding, allocation, and budgeting approaches/structures support institutional priorities and financial sustainability?

- Are existing resource allocation rules and formulas appropriate to the needs of the System and campuses and are they aligned with peer public university and university system models?
- Are existing subsidies and cross-subsidies appropriate and transparent?
- Do existing incentives promote collaboration or competition?

To answer all of these questions, Deloitte will perform more detailed data analysis, conduct additional interviews, focus groups, and listening sessions, and analyze comparative information from peer universities and systems. We anticipate that during Phase 2, we will seek additional data (beyond that which we reviewed during Phase 1) from functional leaders and process owners – oftentimes, the availability of this information does not become clear until we have these conversations.

At the close of Phase 2, we will issue a Current State Assessment report, which will provide detailed answers to the above questions; specific elements of this deliverable will include:

- Assessment of areas of alignment and gaps between campus strategies and initiatives and the System strategy (Workstream 1)
- Assessment of the clarity of mission of System and the campuses and any attendant risks or gaps that are created (Workstream 1)
- Assessment of campus and system culture and any change management risks we identify (Workstream 1)
- Assessment of governance models and a matrix of current state decision rights (Workstream 2)
- Assessment of span of control and reporting structures (Workstream 2)
- Current state organizational structure maps (Workstream 3)
- Assessment of technology utilization (Workstream 3)
- Inventory of enterprise systems (Workstream 3)
- Structural Efficiency and Effectiveness Review of Administrative Areas (Workstream 3):
 - Finance
 - Human Resources
 - Information Technology (including data governance, reporting, infrastructure, cybersecurity, and digital experience)
 - Procurement
 - Marketing & Communications
 - Research Administration
 - Student Services
- Financial Sustainability Analysis (Workstream 4)

- Assessment of Current State Budget Allocation Model including peer examples (Workstream 4)
- Baseline Multi-Year Financial Model (Workstream 4)

Phase 3: Recommendations (Week 27 – 34)

The purpose of Phase 3 is to summarize and document the potential future state options, solicit feedback on those options, and ultimately refine the options as appropriate to reach Nebraska leadership buy in and support.

At the close of Phase 2, we will present to you our Current State Assessment and discuss the implications of the findings therein. Based on your feedback from that meeting, we will move into future state recommendation development. Where we have identified challenges or gaps from feasible leading practice, we will make recommendations for improvement. This will culminate in a Future State Recommendations deliverable, which will include the following elements:

- Options for academic and research portfolio optimization across the campuses (Workstream 1)
- Recommendations for change management, stakeholder engagement, and risk mitigation (primarily Workstream 1, but all four workstreams)
- Options for redesigning leadership structures at System and the campuses (Workstream 2)
- Opportunities to harmonize policies across and between the campuses and System (Workstream 2)
- Recommendations to redesign processes and organizational models based on the structural efficiency and effectiveness review of the listed administrative areas (Workstream 3)
- Opportunities for centralization, decentralization, and sharing of services (Workstream 3)
- Options for changes to the existing budget and resource allocation model (Workstream 4)
- Opportunities for cost savings and reinvestment (Workstream 4)

Each recommendation will be supported by a high-level business case, which will outline the findings from the Current State Assessment, the rationale for the suggested or identified change, the impact of the change, both financial and non-financial, and the risks of implementation (including change management considerations).

Acceptance Procedures

We have outlined two Deliverables herein (Current State Assessment at the close of Phase 2 and Future State Recommendations at the close of Phase 3). These Deliverables, subject to Client's approval, will be reviewed and approved in accordance with the Approval of Deliverables section of the General Business Terms attached hereto as Appendix A.

It is important that all deficiencies (if any) be identified at the time of the initial review in order not to delay the Project and Services, as the project time-plan and the Deloitte fees do not contemplate multiple review and correction cycles. Deliverables requiring only minor corrections,

which Deloitte has agreed to undertake within specified times, will be deemed approved so that the Services may continue as planned.

II. Staffing, Timing and Assumptions

C. Staffing

Deloitte expects to provide the following personnel to perform the Services:

Role	Availability	Description
Project Executive	Part-Time	• Provides Deloitte Consulting leadership, resources, and tools • Provides program-wide oversight
Project Director	Part-Time	• Maintains overall responsibility for delivery of the project • Supervises Deloitte Consulting project resources • Oversees creation and submission of deliverables
Project Manager	Full-Time	• Leads day-to-day Deloitte activities • Manages the Deloitte Consulting staff
Project Consultants (x3)	Full-Time	• Support analysis and deliverable development
Subject Matter Advisors	Part-Time	• Advise and consult on specific functional areas

The primary work location for the project will be remote. Certain activities performed over the course of this engagement may benefit from Deloitte being in-person in Nebraska (e.g., interviews, major milestones, workshops). If Client and Deloitte mutually agree to travel, Deloitte will travel to Nebraska.

D. Timing

This engagement will commence in April of 2026 and conclude in approximately December of 2026; Client understands that this timeline is approximate and does not create a specific period of performance.

E. Assumptions

The following is a list of some of the assumptions and expectations that, together with the information provided to Deloitte as of the date of this Engagement Letter, the nature and scope of the Services, the expected resource requirements and other commitments from Client, and the anticipated duration of the Services, form the "Assumptions" for this Engagement Letter and the basis of Deloitte Consulting's pricing. A deviation from the Assumptions may cause changes to Deloitte's schedule, fees, expenses, level of effort or otherwise impact Deloitte's performance of the Services, and the parties will enter into a Change Order to reflect any adjustments to the Services and/or pricing for such services as a result thereof.

- Client staff required for this project will be available, as needed, to support the project scope, purpose, objectives, approach, and activities.
- It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by Client leadership, who will ultimately be responsible for all future state decisions, including functions in scope, future state governance, reporting and operating models, and all personnel decisions.
- Client will provide access to project participants, within reason, to meet the proposed project timeline and address any reasonable and necessary follow-up inquiries during the project.
- Client will be available for workshops and meetings in keeping with the timeframe of the engagement and will work with Deloitte during Project Mobilization to confirm a realistic schedule and start date.
- Client communications will be timely and sufficient to ensure appropriate levels of participation and appropriate level of quality assurance prior to distribution to Sponsors and Executives with allowances made for necessary time between meetings to conduct analyses and prepare materials.
- The Deloitte team will be given timely access to data and documentation in electronic format where feasible to provide ease of use and manipulation for analysis (e.g., Excel rather than PDF).
- Client will appoint a Project Manager to provide the team with ad hoc support if and when issues arise throughout the course of the project. This individual will be prepared to dedicate 5-15% time to this effort for the duration of our engagement.
- Client will manage the logistics around scheduling interviews and meetings, workplace needs of the Deloitte team (office space, internet access, printing), and timely data request fulfillment.
- Client Project Manager will promote resolution of open issues in a timely and consistent manner along with leadership oversight of the responses. Decisions to be made by Client will be made promptly and communicated to Deloitte.
- Deloitte will not be auditing any financial statement or providing any attestation services.
- The scope of the engagement as documented above shall remain unchanged, except as otherwise agreed by Deloitte and Client in writing.
- Engagement challenges and roadblocks (e.g., pushback raised by any campuses or project participants/stakeholders) will be escalated by Deloitte and resolved by Client Project Leadership and/or Client Project Manager in a timely manner to adhere with the engagement timeline. Should these challenges and roadblocks not be resolved, Deloitte will share with Project Leadership the impact to timeline, scope, and fees in a timely fashion.
- Client will not provide Deloitte with access to any highly sensitive information, such as PII, PHI, trade secrets and other information that it considers highly confidential. Client will immediately inform Deloitte in writing if such access is required or if it becomes aware that such sensitive information has been disclosed to Deloitte inadvertently or otherwise.
- Deloitte is not precluded from bidding on or delivering on any future work as a result of this engagement.

III. Change Orders

Either party may request changes to the scope of Services or other aspects of this Engagement Letter through a written change request. No changes to this Engagement Letter shall be effective until the parties sign a change order that amends this Engagement Letter ("Change Order").

If any of the following events occurs and adversely impacts Deloitte's timeline, staffing, cost or ability to perform the Services in accordance with this Engagement Letter (each, an "Impact Event"), the parties shall amend this Engagement Letter to eliminate such adverse impact:

- Delays are encountered that are beyond the reasonable control of Deloitte, including delays caused by Client's other vendors,
- An assumption set forth in this Engagement Letter becomes invalid, or
- Client fails to meet its obligations under this Engagement Letter.

Deloitte shall promptly notify Client after becoming aware of an Impact Event. Notwithstanding anything to the contrary herein, if the parties do not execute a Change Order to address the Impact Event within thirty (30) days of such notice, Deloitte may, at its option, suspend or terminate the Services upon written notice to Client.

IV. Fees, Expenses and Payment Terms

Deloitte will perform the Services on a fixed-fee basis. Based on the scope, timing, Client responsibilities, and assumptions set forth herein, Deloitte's fees for the Services will be \$1,495,000. Client will also reimburse Deloitte for all reasonable expenses incurred in performing the Services, including travel and lodging expenses.

Deloitte will invoice Client the amounts listed in the table below, plus expenses and any applicable taxes.

#	Invoice Description	Fee amount
1	Conclusion of Phase 1 (Initial Discovery Readout, Week 5)	\$205,000
2	Current State Assessment Milestone #1 (Week 12)	\$300,000
3	Current State Assessment Milestone #2 (Week 20)	\$300,000
4	Conclusion of Current State Assessment and Submission of Current State Assessment Report (Week 26)	\$320,000
5	After Conclusion of Phase 3 and Submission of Final Future State Recommendations Deliverable	\$370,000
Total		\$1,495,000

Notwithstanding the foregoing, Client agrees to pay to Deloitte a pro-rata amount of the applicable fee amount within thirty (30) days of early termination of this Engagement Letter by either party as permitted under the General Business Terms attached hereto as Appendix A.

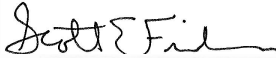
V. Terms and Conditions

The General Business Terms attached hereto as Appendix A are hereby incorporated into this Engagement Letter by this reference, will govern this engagement.

If this Engagement Letter is consistent with your understanding and acceptable to Client, please so indicate by countersigning this letter in the space indicated below and returning it to me at the address set out above.

Very truly yours,

DELOITTE CONSULTING LLP



Scott E. Friedman
Principal

ACCEPTED AND AGREED TO BY:

University of Nebraska System Board of Regents



Authorized Signature

Anne Barnes

Name (Printed or Typed)

Senior Vice President & CFO

Title (Printed or Typed)

03/19/2026

Date of Signature