
LSU BOARD OF SUPERVISORS MEETING

University Administration Building Board Room

Louisiana State University

3810 W. Lakeshore Drive, Baton Rouge, LA 70808

Friday, June 28, 2019 | Time: 10:00 a.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
 - A. Academic & Research Committee
 1. CONSENT
 - a. Request from LSU A&M for a Letter of Intent for a BS in Learning Experience Design & Innovation (LXD)
 - b. Request from LSU A&M to Name Twelve Areas within the Football Operations Building
 - c. Request from LSU A&M to Name the Carbo Landscape Architecture Recruitment Center
 - d. Request from LSU A&M to Name the Deloitte Foundation Classroom
 - e. Request to Revise the 2019 Conferral Dates for Online Degree Programs
 2. Update from LSU Online
 - B. Finance Committee
 1. Supplier Diversity Program Update
 2. Approval of FY 2019 Supplemental Appropriation and FY 2020 Appropriations
 3. Request from LSU Health Science Center in Shreveport to Approve the FY 2020 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purposes
 - C. Athletics Committee
 1. Request from LSU A&M to Approve Employment Contract for Scott Woodward, Athletics Director
 2. Request from LSU A&M to Approve Employment Contract with Verge Ausberry, Executive Deputy Athletics Director and Executive Director of External Relations
 3. Request from LSU A&M to Approve Employment Contract for James T. Moffitt, Head Strength Coach
 4. Request from LSU A&M to Approve Employment Contract with Steven Ensminger, Assistant Coach Football
 5. Request from LSU A&M to Approve Employment Contract with James Cregg, Assistant Coach Football
 6. Request from LSU A&M to Approve Employment Contract with Gregory McMahon, Assistant Coach Football
 7. Request from LSU A&M to Approve Employment Contract with Andres "Andy" Brandi, Co-Head Coach Men's Tennis

8. Request from LSU A&M to Approve Employment Contract with Christopher Brandi, Co-Head Coach Men's Tennis
 9. Request from LSU A&M to Approve Employment Contract with William Armstrong, Assistant Coach Men's Basketball
- D. Property & Facilities Committee
1. Request from LSU Shreveport to Authorize the President to Determine an Acceptable University Purpose for Donation to the LSU Shreveport Foundation of the Spring Street Museum Property and Movable Assets
 2. Request from LSU A&M to Authorize the President to Execute a Cooperative Endeavor Agreement with LSU Research Foundation regarding the Louisiana Emerging Technology Center, the Louisiana Digital Media Center and Innovation Park
 3. Request from LSU A&M to Accept the Donation of Chiller to the LSU Lab School
 4. Update on Charity Hospital Redevelopment Project
- E. Affiliated Organization Oversight Committee
1. Request Approval of Evaluation Templates
 2. Preliminary Report on Diversity at the University
 3. Presentation of Proposed Amendments to the Affiliation Agreement
- F. Legal Committee
1. The Legal Affairs Committee may go into executive session pursuant to La. R.S.42:17(A)(2) to discuss the following matter that is currently in litigation involving or having the potential to impact LSU:
Stephen M. Gruver, et al. v. State of Louisiana, through the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, et al., Civil Action No. 18-CV-772 (USDC Middle District of La.)
 2. The Legal Affairs Committee may go into executive session pursuant to La. R.S.42:17(A)(2) to discuss litigation having the potential to impact LSU.
- V. Reconvene Board Meeting
- VI. Approval of the Minutes of the Board Meeting held on May 31, 2019
- VII. Personnel Actions Requiring Board Approval
- A. Personnel Actions for Board Approval
- The LSU Board of Supervisors and its Legal Affairs Committee may go into executive session pursuant to La. R.S.42:17(A)(1)
- B. Request to Amend the President's Employment Contract
- VIII. Reports from Council of Staff Advisors and Council of Faculty Advisors
- IX. President's Report
- X. Reports to the Board
- XI. Committee Reports
- XII. Chairman's Report
- XIII. Adjournment

LSU BOARD OF SUPERVISORS AUDIT COMMITTEE MEETING

University Administration Building | Conference Room 112

3810 W Lakeshore Drive, Baton Rouge, LA 70808

Friday, June 28, 2019 | 8:30 AM CT

The Audit Committee may enter into Executive Session in accordance with the provisions of LA R.S. 42:17.

1. Request to Approve the FY2020 Audit Plan
2. Request to Accept the 3rd Quarter Audit Summary
3. Internal Audit Quality Assurance Report
4. Approval of a Revised Internal Audit Charter



**Request from LSU A&M for a Letter of Intent for a Bachelor of Science
in Learning Experience Design & Innovation (LXD)**

To: Members of the Board of Supervisors

Date: June 28, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph I of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

2. Summary of Matter

Description and Need

LSU A&M is seeking approval of a Letter of Intent for a Bachelor of Science program in Learning Experience Design & Innovation (LXD). The proposed program prepares students to be leaders in the design, development, and implementation of web-based and e-learning programs in today's workplace. Graduates of this program will enhance employee gains and profitability, providing just-in-time learning, allowing employees scalable, flexible learning options and opportunities to upskill more rapidly, and increasing return on investment of training dollars.

Global corporations, nonprofits, public-sector organizations, and local startups utilize web-based/e-learning as a replacement to the outdated on-site, instructor-led model of training. Moving to online corporate training reduces training costs by eliminating the sourcing of trainers, reducing employee downtime, and eliminating other factors and costs associated with traditional classroom-based training. Web-based/e-learning formats increase corporate training effectiveness by utilizing a variety of pedagogical tools from text and animation to videos and gamification, meeting the needs of different learning styles and increasing engagement. Furthermore, such formats provide opportunities to apply learning analytics to the measurement of learning outcomes and efficient training.

There are no similar programs in the state. The School of Education at LSU has an MA in Education with a specialization in Educational Technology, but this program is oriented towards certified teachers in Louisiana. McNeese also has an MS in Instructional Technology, but its focus is on instructional technology in the school classroom. The proposed program focuses on the design, development, and implementation of web-based/e-learning in workplace settings, not the classroom. The program, offered 100% online, enables students to assess business-related learning needs and provides the capability to consult and partner with a variety of stakeholders to identify, prioritize, and validate instructional content. This is qualitatively different than school-based instructional design and is not offered in traditional educational technology programs.

Texas Tech University and the University of Georgia are the only institutions that offer similar programs. Both have low digital presence and provides LSU an edge to become a regional and local leader in this discipline.

Students

Based on current levels of interest in the B.S. in Leadership and Human Resource Development, the latent adult learner market in Louisiana and the southern region, and web-based/e-learning design and development job demand, projected enrollment starts off with 25 students, increasing to 180 students by Year 5.

Marketing and recruiting for the program will be done nationally but with a regional emphasis. A feasibility study and overall analysis of the potential for program success reported low competition.

3. Review of Business Plan

The School of Leadership & Human Resource Development in the College of Human Sciences and Education will administer the proposed program. The program will have no immediate effect on the present administrative structure of the School or College.

Once the program launches and begins to incur costs, the revenue generated will exceed annual expenditures. The allocation of additional staffing resources will be predicated on enrollments meeting or exceeding targeted benchmark levels.

4. Review of Documents Related to Referenced Matter

A complete Board of Regents Letter of Intent to Develop a New Academic Program form is on file with the LSU Office of Academic Affairs.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Bachelor of Science in Learning Experience Design & Innovation (LXD) at LSU A&M, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M to Name Twelve Areas within the Football Operations Building

To: Members of the Board of Supervisors

Date: June 28, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- L. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

2. Summary of Matter

LSU A&M is requesting approval to name the following areas within the Football Operations Building:

1) Kate C. Brady Weight Room Meeting Room and Troy B. Brady Media Room

The Brady Family, through the Pat and Kate Brady Family Foundation, provides philanthropic opportunities to worthy causes including support for the LSU Athletic Department. For these efforts, LSU would like to name the meeting room in the Weight Room the "Kate C. Brady Weight Room Meeting Room" and the media room the "Troy P. Brady Media Room".

2) The Billy Cannon Running Backs Room

Patti B. Scurlock and her family established the Billy Cannon Memorial Scholarship at the Tiger Athletic Foundation for the benefit of LSU Football. She and her family have also given generously to the Tiger Athletic Foundation for the benefit of the Football Operations Center. The Scurlock Family would like to name the Running Backs Room in the Football Operations Center the "Billy Cannon Running Backs Room" in honor of the most heralded and identifiable college football player in NCAA history, the "Legend" himself, Billy Cannon.

3) Scott and Toni Mayfield Athletic Training Conference Room

Scott Mayfield is an LSU Shreveport graduate and has been a member of TAF for over 20 years. He and his family are extremely generous in their community and large supporters of LSU Athletics. They are season ticket holders to many different sports. For these efforts, LSU would like to name the Athletic Training Conference Room the "Scott and Toni Mayfield Athletic Training Conference Room".

4) The Wall Family Fueling Station

The Wall Family are avid wildlife and fisheries conservationists, supporting local conservation initiatives in their community in Springfield, LA and in Baton Rouge. For these efforts, LSU would like to name the fueling station the “The Wall Family Fueling Station”.

5) Kurt A. Degueyter & Family War Room

Kurt Degueyter, founder of Bottom Line Equipment, LLC, and his family are avid philanthropic supporters of the LSU Athletic Department. For these efforts, LSU would like to name the athletic “War” room the “Kurt A. Degueyter & Family War Room”.

6) The Cazalot Family Recruiting Lounge

Clarence P. Cazalot Jr. is a native of New Orleans and graduated from LSU in 1972 with a bachelor's degree in geology. In May 2007, he was awarded an Honorary Doctorate of Humane Letters from LSU, and in May 2014, he was awarded an honorary doctorate in engineering from the Colorado School of Mines. Cazalot served as chairman of the American Petroleum Institute (API) in 2013, and in 2014 was awarded API's highest honor, the Gold Medal Award for Distinguished Achievement. He currently serves on the boards of directors of Baker Hughes Inc. and Enbridge. He also serves on the boards of the Memorial Hermann Health System, the LSU Foundation, the Board of Advisors for the James A. Baker III Institute for Public Policy at Rice University, and the Board of Visitors of the University of Texas M.D. Anderson Cancer Center. In honor of these accomplishments, LSU would like to name the Recruiting Lounge the “The Cazalot Family Recruiting Lounge”.

7) Stacy Frederick and Family Hydrotherapy Room

Stacey Frederick is an experienced home care veteran and proprietor of several home care facilities, specializing in compassionate care. Stacy and her family are also avid philanthropic supporters of the LSU Athletic Department, and in honor of her generosity, LSU would like to name the Hydrotherapy Room in the Athletic Training Center the "Stacey Frederick and Family Hydrotherapy Room".

8) Neal & Harrison Families Treatment Area

Mr. Ron Neal and Mr. Frank "Billy" Harrison have strong connections to the Louisiana State University community. Both of these men have been adamant contributors to the academic disciplines of their alma mater. Billy is a strong supporter of the College of Science, and Ron is a strong supporter of the College of Science and the Alumni Association. Billy and his wife, Ann, have also established the Endowed Top 100 Scholarship in honor of Frank W. and Pat Harrison, Jr. Recently, Ron and Billy have heightened their generous contributions to the university by becoming involved with the Tiger Athletic Foundation and supporting the Preservation of Tiger Stadium. In honor of their generosity, LSU would like to name the Treatment Area in the Athletic Training Center the "Neal & Harrison Families Treatment Area".

9) John P. and Eva L. Spera Quarterback Meeting Room

John and Eva Spera adore LSU Athletics and have donated generously to the football operations project. In honor of their generosity, LSU would like to name the Quarterback Meeting Room the “John P. and Eva L. Spera Quarterback Meeting Room”.

10) The Johnny Conrad Family Inside Linebacker Meeting Room

Mr. John P. Conrad Jr., CEO of Conrad Industries, Inc., has a long history of giving back to our community. One such example is their support for 'Give the Children the World', a charity for children with life-threatening illnesses. In honor of his generosity, LSU would like to name the Inside Linebacker Meeting Room the "The Johnny Conrad Family Inside Linebacker Meeting Room".

11) The Michael Brockers Family Defensive Line Meeting Room

Michael Seth Brockers (born December 21, 1990) is an American football defensive end for the Los Angeles Rams of the National Football League (NFL). He played college football at LSU. He was considered to be one of the best defensive tackle prospects in the 2012 NFL Draft, where he was drafted by the Rams in the first round. Michael Brockers is one of the longest-tenured players on the Los Angeles Rams' roster, spending the last eight years with the team. In honor of his generosity, LSU would like to name the Defensive Line Meeting Room the "The Michael Brockers Family Defensive Line Meeting Room".

12) The Dr. Eric Oberlander and Family Athletic Training Room

Dr. Oberlander is an award-winning spine specialist who has developed one of the largest practices in the country. As one of the few board certified neurosurgeons in Louisiana who has fellowship training in minimally invasive and complex spine surgery, his services are in high demand. Dr. Oberlander joined The NeuroMedical Center in 2008 and served as The Spine Hospital of Louisiana's elected Chief of Staff from 2012-2014. He is currently the team neurosurgeon for the LSU Athletic Department and has an active interest in concussion prevention and research. Dr. Oberlander serves on the Marrucci Sports Medical Advisory Board and is a member of multiple professional organizations. In honor of his generosity, LSU would like to name the Athletic Training Center the "The Dr. Eric Oberlander and Family Athletic Training Room".

Each of these recognitions stem from the individual(s) commitment to LSU and LSU Athletics and have performed generous philanthropic endeavors for the university.

3. Review of Documents Related to Referenced Matter

The following documents are on file with the LSU Office of Academic Affairs:

- A letter of request from Director of Athletics Scott Woodward with supporting materials for each request
- A letter of approval from Dr. Ann Sumner Holmes, Chair of the Naming University Facilities and Academic Unit Committee
- A letter of support from Dr. Stacia Haynie, Executive Vice President and Provost and approval by President F. King Alexander

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the LSU Board of Supervisors does hereby approve the request from LSU A&M to name the following 12 Areas within the newly renovated Football Operations Building:

- 1) Kate C. Brady Weight Room Meeting Room and Troy B. Brady Media Room
- 2) The Billy Cannon Running Backs Room
- 3) Scott and Toni Mayfield Athletic Training Conference Room
- 4) The Wall Family Fueling Station
- 5) Kurt A. Degueyter & Family War Room
- 6) The Cazalot Family Recruiting Lounge
- 7) Stacy Frederick and Family Hydrotherapy Room
- 8) Neal & Harrison Families Treatment Area
- 9) John P. and Eva L. Spera Quarterback Meeting Room
- 10) The Johnny Conrad Family Inside Linebacker Meeting Room
- 11) The Michael Brockers Family Defensive Line Meeting Room
- 12) The Dr. Eric Oberlander and Family Athletic Training Room



Request from LSU A&M to Name the Carbo Landscape Architecture Recruitment Center

To: Members of the Board of Supervisors

Date: June 28, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- L. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

2. Summary of Matter

LSU A&M is requesting approval to name an area on the third floor of the Design Building the "Carbo Landscape Architecture Recruitment Center".

Jeffrey Carbo, FASLA, and his wife Wendy are both LSU alumni. Mr. Carbo graduated in 1985 with a Bachelor in Landscape Architecture, and Mrs. Carbo graduated with a Bachelor of Science in Elementary Grades Education in 1988. Today, Mr. Carbo heads CARBO Landscape Architecture, with offices in Baton Rouge and Alexandria.

Mr. Carbo started giving back to LSU and the School of Landscape Architecture in 1986, when he had only graduated the year before. He has supported the School consistently over the years, and has spearheaded the renovation of the Robert Reich School of Landscape Architecture's offices, located on the third floor of the Art & Design building. Mr. Carbo is committed to "design that reinforces the context and favorably defines the character, culture, and history of the region ... all in an attempt to make Louisiana better." This year alone, CARBO has received four awards from the Louisiana Chapter of the American Society of Landscape Architects; last year, the firm received three national ASLA awards and seven local awards from Louisiana, Texas and Alabama chapters. CARBO has completed projects or has plans in place for the Battle of New Orleans Bicentennial Memorial, Lake d' Arbonne State Park in Union Parish, Mickey Markey Park in New Orleans, and the St. Landry Parish Visitor Center; the firm has also developed master plans for the New Orleans Botanical Garden and the Baton Rouge Lakes.

It is appropriate to acknowledge Mr. Carbo's generosity and support of the school by naming the newly renovated offices in his honor.

3. Review of Documents Related to Referenced Matter

The following documents are on file with the LSU Office of Academic Affairs:

- A letter of request from the College of Art & Design Dean Alkis Tsolakis with supporting materials for each request
- A letter of approval from Dr. Ann Sumner Holmes, Chair of the Naming University Facilities and Academic Unit Committee
- A letter of support from Dr. Stacia Haynie, Executive Vice President and Provost and approval by President F. King Alexander

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the LSU Board of Supervisors does hereby approve the request from LSU A&M to name the area on the third floor of the Design Building the “Carbo Landscape Architecture Recruitment Center”.



Request from LSU A&M to Name the Deloitte Foundation Classroom

To: Members of the Board of Supervisors

Date: June 28, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- L. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

2. Summary of Matter

LSU A&M is requesting approval to name a classroom in the Business Education Complex (Room 1800) the “Deloitte Foundation Classroom.”

The Deloitte Foundation, a 90-year-old, not-for-profit organization, generously gave \$248,000 to the Business Education Complex Fund. Through matching donations from the Deloitte Foundation and communications campaigns, Deloitte encourages charitable giving and volunteerism from its employees. This \$248,000 gift is the result of a grassroots effort engaging more than 200 individual donors and a generous employer-match of their contributions. Deloitte’s lifetime giving to the E.J. Ourso College of Business exceeds \$445,000.

Additionally, Deloitte employees have voluntarily served on the E.J. Ourso College of Business Dean’s Advisory Council and the Department of Accounting Advisory Board, guest-lectured in classes, conducted mock interviews for students, and prepared teams for Deloitte-sponsored case competitions. The company also actively recruits from the college.

To acknowledge the philanthropic endeavors of the Deloitte Foundation and its support of the College, LSU A&M requests this naming.

3. Review of Documents Related to Referenced Matter

The following documents are on file with the LSU Office of Academic Affairs:

- A letter of request from the E.J. Ourso College of Business Dean Richard White with supporting materials
- A letter of approval from Dr. Ann Sumner Holmes, Chair of the Naming University Facilities and Academic Unit Committee
- A letter of support from Dr. Stacia Haynie, Executive Vice President and Provost and approval by President F. King Alexander

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the LSU Board of Supervisors does hereby approve the request from LSU A&M to name the Business Education Complex Room 1800 the “Deloitte Foundation Classroom”.



Request to Revise the 2019 Conferral Dates for Online Degree Programs

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article VII, Section 1, Paragraph L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- L. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

1. Summary of Matter

The LSU Office of Academic Affairs is revising previously approved conferral dates for online degree programs. LSU Online has shifted the start dates of the first and second summer module and the first and second fall module, thus requiring an adjustment to the 2019 conferral dates. Revisions are only for the LSU A&M campus. These revisions are necessary to provide accurate conferral dates for upcoming graduating students.

Online students receive their diplomas by mail; however, if they wish to participate in on-campus commencement activities, they will be permitted to do so during the next on-campus ceremony following the module of completion or according to their campus' policies.

The following degree conferral dates are recommended for LSU A&M for 2019: March 12, May 7, July 9, September 3, October 29, and December 20.

The following degree conferral dates are recommended for LSU Alexandria for 2019: March 12, May 7, July 2, August 27, October 22, and December 17.

The following degree conferral dates are recommended for LSU Shreveport for 2019: March 19, May 10, August 7, September 3, October 29, and December 20.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the recommended degree conferral dates for online degree programs at the campus of LSU A&M for 2019: March 12, May 7, July 9, September 3, October 29, and December 20; for LSU Alexandria: March 12, May 7, July 2, August 27, October 22, and December 17; and for LSU Shreveport: March 19, May 10, August 7, September 3, October 29, and December 20.



**Approval of FY 2019 Supplemental Appropriation and
FY 2020 Appropriation**

To: Members of the Board of Supervisors

Date: June 28, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

Each June, the Board of Supervisors authorizes the distribution of supplemental state appropriations prior to the end of the current fiscal year, and the distribution of next year's state appropriation prior to the start of the new fiscal year. The Board then approves the University's annual operating budget at their September meeting. This item and resolution addresses the first of these steps. Additional information on the FY 2019 Supplemental Appropriation and the current status of the FY 2020 Appropriation is included below.

FY 2019 Supplemental Appropriation

House Bill 392 (HB392) of the 2019 Regular Legislative Session, the Supplemental Appropriation Bill, provides amended appropriations for FY 2019. The supplemental appropriation bill provided an additional \$4,472,032 for State General Fund (Direct), \$19,190,000 for Fees and Self-generated, and \$561,265 for Statutory Dedications authority as follows:

State General Fund (Direct)

- **\$36,904 - LSU Health Sciences Center – Shreveport** - for acquisitions for the Surgical Skills lab
- **\$368,000 - LSU A&M** - for operating expenses associated with the Center for River Studies
- **\$879,999 - LSU Health Sciences Center – Shreveport** - for acquisitions for the Clinical Skills lab
- **\$2,187,129 - LSU Health Sciences Center – New Orleans** - for lease related indirect costs
- **\$1,000,000 - Pennington Biomedical Research Center** - for operating expenses

Fees & Self-generated Revenues

- **\$5,000,000 - LSU Shreveport** – due to changes in enrollment
- **\$1,140,000 - LSU Health Sciences Center – New Orleans** - due to changes in enrollment and tuition and fee increases
- **\$11,800,000 - LSU A&M** - due to changes in enrollment
- **\$250,000 - LSU Alexandria** - due to changes in enrollment
- **\$1,000,000 - LSU Eunice** - due to changes in enrollment

Statutory Dedication Revenues

- **\$18,053 - LSU Shreveport** – payable out of the Support Education in Louisiana First Fund
- **\$118,073 - LSU Health Sciences Center – New Orleans** – payable out of the Support Education in Louisiana First Fund
- **\$76,787 - LSU Health Sciences Center – Shreveport** – payable out of the Support Education in Louisiana First Fund
- **\$247,724 - LSU A&M** – payable out of the Support Education in Louisiana First Fund
- **\$7,670 - LSU Alexandria** – payable out of the Support Education in Louisiana First Fund
- **\$7,139 - LSU Eunice** – payable out of the Support Education in Louisiana First Fund
- **\$83,127 - LSU Ag Center** – payable out of the Support Education in Louisiana First Fund
- **\$2,692 – Pennington Biomedical Research Center** – payable out of the Support Education in Louisiana First Fund

FY 2020 Appropriation

The general appropriations bill (HB105) was passed during the 2019 Regular Session and sent to the Governor on June 10, 2019, for executive approval.

FY 2020 General Appropriations Bill (HB105)

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/18	FY 2020 Enrolled Budget Bill HB 105	Over/Under EOB
State General Fund (Direct)	\$1,014,826,798	\$1,062,048,947	\$47,222,149
Total Interagency Transfers	\$22,944,816	\$17,979,768	(\$4,965,048)
Fees & Self-generated Revenues	\$1,474,298,447	\$1,544,690,041	\$70,391,594
Statutory Dedications	\$148,331,426	\$153,967,708	\$5,636,282
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$81,185,003	\$70,217,796	(\$10,967,207)
Total	\$2,741,586,490	\$2,848,904,260	\$107,317,770

The FY 2020 HB 105 BUDGET HIGHLIGHTS:

- \$47 million State General Fund increase for Higher Education, including:
 - \$15 million to fully fund TOPS
 - \$ 9 million increase to the Higher Education Funding Formula
- \$70 million Higher Education increase in Fees & Self-Generated Revenue
- Go Grants funding continues at \$28.4 million in State General Fund (Direct)
- An addition of State General Fund (Direct) to LSU Health Sciences Centers in New Orleans and Shreveport, Pennington Biomedical Research Center, and LSU

The attached resolution authorizes the President to begin distributing all appropriations received for FY 2020. The final FY 2020 University operating budget will be presented to the Board for approval at its September 13, 2019 meeting.

3. Review of Documents Related to Referenced Matter

N/A

RESOLUTION

WHEREAS, Article VII, Section 5 [D] [4] of the Louisiana Constitution requires the Board of Regents to develop a funding formula as a component of the Master Plan for Public Postsecondary Education for the equitable distribution of funds to the institutions of postsecondary education; and

WHEREAS, Article VIII, Section 12 of the Louisiana Constitution states that appropriations for the institutions of higher education shall be made to their managing boards and the funds appropriated shall be administered by the managing boards and used solely as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the President of LSU F. King Alexander, or his designee, to act on behalf of the Board in presenting the methodology and distribution of appropriations and related budget information for FY 2020 to the institutions of the University, the Board of Regents, the Governor and his agencies, and the Legislature or its committees as required between meetings of the Board, and hereby delegates all such authority necessary to accomplish such purposes; and

BE IT FURTHER RESOLVED that the actions taken herein constitute approvals of the appropriations, not specific approval of the FY 2020 operating budgets of any budget entity of the University, as required, which approvals remain with the Board or President of LSU, each respectively, pursuant to the Bylaws and as provided by law.



**Request from LSU Health Science Center in Shreveport to Approve the
FY 2019-20 Expenditure of Carroll W. Feist Legacy Funds for the Feist
Weiller Cancer Center and to Make a Determination of Acceptable
University Purpose**

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article VII, Section 9. A.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

The requested action is also required by the terms of a court order and agreement, and the Uniform Affiliation Agreement for foundations and support organizations.

1. Summary of the Matter

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$4,352,000 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University. The matter is before the Board in accordance with the Second Addendum and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have Board of Supervisors review and approval.

The campus suggests that the requested expenditure of funds will provide support for the Programs in Basic and Translational Research; Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, FWCC Research Infrastructure, and enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts.

Pursuant to the Uniform Affiliation Agreement actions taken, particularly those involving transactions in the nature of capital expenditures must be found to have a university, rather than foundation, purpose.

2. Review of Business Plan

The total budget request is for \$4,352,000. The requested funds would be drawn from CFeist Legacy earnings during FY 2019-20 and would not require any additional State General Fund Support above the current levels. In addition, the CFeist principal would remain intact.

A summary of the Budget Request follows with more detailed information included as Attachment I.

Summary of Budget Request

1. Programs in Translational Research	\$ 415,000
INLET:	\$ 135,000
GEDFRG:	\$ 30,000
HRCFG:	\$ 30,000
Viral Oncology:	\$ 160,000
UACFG	\$ 30,000
DTFG	\$ 30,000
2. Intramural Student & Fellowship Stipend and Internal Grant Support:	\$ 782,000
3. Visiting Scientist program	\$ 30,000
4. Infrastructure:	\$1,000,000
Cancer Clinical trials research core	\$ 425,000
Equipment maintenance and replacement	\$ 50,000
Faculty and Trainee research support	\$ 425,000
Infrastructure expansion	\$ 100,000
5. Bio Repository Support	\$ 150,000
6. Seed Packages	\$ 517,000
Dr. Dragoi (5 of 5)	\$ 117,000
New Recruitment Packages	\$ 400,000
7. Cancer Genome Sequencing Core Research Lab:	\$ 300,000
8. Bioinformatics and HIT Core Research Facility:	\$ 200,000
9. PIW Infrastructure Expansion / Upgrade	\$ 200,000
10. Medical School Research Support	\$ 758,000
<u>Total Budget Requested:</u>	\$4,352,000

3. Fiscal Impact

The support provided by the Carroll W. Feist Legacy Account provides much needed funds to further the mission of the LSU Health Science Center.

4. Description of Competitive Process

The competitive process for expending funds for goods and services in excess of \$25,000 as required in Paragraph 7 of the Second Affiliation agreement was approved by Board action on October 27, 2006. The process provides for a streamlined approach for acquisitions requiring only written bids or RFPs.

5. Review of Documents Related to Referenced Matter

As noted in a March 2009 memorandum from the LSU General Counsel to the FWCC:

“Carroll Feist’s Will left a generous donation for the benefit of the cancer center, but the identification of the specific entity (LSU or the Foundation) to which he intended to donate the funds was not clearly established. To responsibly resolve issues which may have been raised by this vagueness, LSU and the HSC – S Foundation entered into a Second Addendum to the original Affiliation Agreement to establish the control over those funds and the procedures which would be followed to use those funds for the benefit of the cancer center. The central goal was to maintain the level of responsibility and accountability that should reasonably be expected of state funds, were they deemed to be that, and, at the same time, reasonable flexibility of the funds by the use of a non-state LSU-affiliated foundation.”

The memorandum further mentioned that the Second Addendum is clear on the process to be followed for approval of budgets and major purchases. Paragraph 9 provides that the Foundation “*may spend income of the CFeist Legacy Account up to a cumulative maximum in any one fiscal year, of \$1,000,000.00 with the prior approval of the Chancellor of LSUHSC-S and the President of LSU, which approval shall be deemed to have been given by the President if spent pursuant to a budget which has received the prior approval of the President. Expenditures of income in excess of \$1,000,000.00 in any one fiscal year require the consent of the LSU Board of Supervisors.*”

6. Parties of Interest

Not Applicable

7. Related Transactions

Not Applicable

8. Conflicts of Interest

Not Applicable

ATTACHMENTS

- I. Letter from Dr. Glen Mills, Director of the Cancer Center with approvals from Chancellor Ghali, LSU HSC S and Chairperson Katy Merriman, LSU Health Sciences Foundation in Shreveport.

RECOMMENDATION(S):

The Staff recommends the Board consider the resolution(s) set forth below:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$4,352,000 from the CFeist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center – Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.



Feist-Weiller Cancer Center
LSU Health Sciences-Shreveport

05/22/2019
 LSUHSC-Shreveport

From: Glenn M. Mills, MD FACP
 Professor of Medicine
 Director, Feist-Weiller Cancer Center
To: Ghali E. Ghali, MD DDS FACS
 Chancellor and Dean,

Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2019-2020

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University.

The following is our budget request for the FY2020. The budget request will provide support for the Programs in Basic and Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts. In addition, we will support the core facilities needed to facilitate research. A detailed explanation of the budget items follows the budget summary.

Summary of Budget Request

1. Programs in Translational Research	\$415,000
INLET:	\$ 135,000
GEDFRG:	\$ 30,000
HRCFG:	\$ 30,000
Viral Oncology:	\$ 160,000
UACFG	\$ 30,000
DTFG	\$ 30,000
2. Intramural Student & Fellowship Stipend and Internal Grant Support:	\$782,000
3. Visiting Scientist program	\$ 30,000
4. Infrastructure:	\$1,000,000
Cancer Clinical trials research core	\$ 425,000
Equipment maintenance and replacement	\$ 50,000
Faculty and Trainee research support	\$ 425,000
Infrastructure expansion	\$ 100,000

5. Bio Repository Support	\$150,000
6. Seed Packages	\$517,000
Dr. Dragoi (5 of 5)	\$117,000
New Recruitment Packages	\$400,000
7. Cancer Genome Sequencing Core Research Lab:	\$300,000
8. Bioinformatics and HIT Core Research Facility:	\$200,000
9. PIW Infrastructure Expansion / Upgrade	\$200,000
10. Medical School Research Support	\$758,000
<u>Total Budget Requested:</u>	\$4,352,000

Details of Budget Request

1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH – BUDGET REQUEST \$415,000

The Cancer Center has three Research Divisions: Basic and Translational Cancer Research; Clinical Cancer Research and Therapy; and Cancer Control and Prevention. Within the Division of Basic and Translational Cancer Research there are three Programs: Tumor Virology, Cancer Cell Biology, and Translational Cancer Research. In the Cancer Cell Biology Program, we have three focus groups named the Gene Expression and DNA Repair Focus Group (GEDFRG) under the direction of Dr. David Gross, Viral Oncology group under the direction of Dr. Martin Sapp and the Developmental Therapeutics group under the direction of Dr. Shile Huang. Within the Program in Translational Cancer Research there are two focus groups that comprise a mix of basic and clinical scientists who apply their combined skills to do research directly applicable to clinical cancer problems. These focus groups are the Hormone Related Cancer Focus Group (HRCFG) under the direction of Dr. Hari Koul, and the Upper Aerodigestive Cancer Focus Group (UACFG) under the direction of Dr. Cherie-Ann Nathan. Much of the research of these focus groups is aided by the Innovative North Louisiana Experimental Therapeutics Program (INLET), established by the FWCC to facilitate cancer drug discovery and development directed by Dr. Glenn Mills and Dr. Anna Marie Dragoi.

A. Support for the Innovative North Louisiana Experimental Therapeutics (INLET) Program (INLET): Request \$135,000

The Feist-Weiller Cancer Center's (FWCC) **Innovative North Louisiana Experimental Therapeutics program (INLET)** is a high-throughput high-content screening (HTS) facility focused on the discovery and development of a wide range of drugs that affect multiple diseases in humans, including cancer, diabetes, fungal infection and neurological disorders. The long-term goal of INLET is to discover, develop and market natural products and drugs to treat cancer and a variety human disease and reposition them to treat other diseases in humans. Services include screening assay creation, high-throughput and high-content compound screening, basic research support, data management and analysis and hit to lead development. The INLET screening center is equipped with liquid handlers, robotic screening devices and high content, real time screening/assay platforms (Thermo Cellomics ArrayScan VTi and the Essen BioScience IncuCyte ZOOM). The program consists of a multi-institutional partnership between Louisiana State University Health in Shreveport (LSUH-S) and a variety of Louisiana Universities, which have included Louisiana State University Shreveport (LSU-S), Centenary College, University of Louisiana at Monroe (ULM), Louisiana Tech University in Ruston (LaTech), Pennington Biomedical Research Center in Baton Rouge (PBRC), and Louisiana State University Health-New Orleans (LSUH-N.O.). The primary mission of INLET is to aid investigators particularly throughout the state of Louisiana in generating preliminary data to aid in their preparations of grant applications. High throughput technology is essential in targeted drug therapy, and high content phenotypic screening is critical for new drugs discovery. INLET owns two high content imaging platforms.

The IncucyteZOOM™ (Essen BioScience) is an in-house incubator platform which can image six 96-multi well plates at once and simultaneously perform data analysis with the system's built in algorithms. In addition, INLET owns the Cellomics ArrayScan™ VTI, a high throughput, high-content imaging platform which has been a driving force behind INLET's novel phenotypic assay development. INLET has previously upgraded Cellomics with the purchase of a new high-resolution CCD camera, a Dell Precision workstation and HCS studio software upgrade, as well as, 40X and 63X optical

objectives. The new X1 CCD camera has significantly improved quantum efficiency by 4X the previous camera especially, in wavelengths greater than 550 nm. Not only is the X1 more sensitive to lower energy wavelengths, but it also increases the biological field of view/capture by 50%. Both the 40X and 63X objectives with high numerical apertures allows us to visualize submicron sizes of cellular objects and definitively view fragmented compartments. Our upgraded system has improved our functionality as a core by opening a multitude of possibilities in imaging subcellular structures in mammalian cells and in yeast. As a result, a new project is in development in collaboration with Dr. Li Li the Director of Laboratory of Translational Cancer Research, Ochsner Clinic Foundation using the high-throughput phenotypic characterization capabilities of Cellomics VTI.

Twenty-Seven LSUHSC Shreveport researchers are actively using the FWCC supported INLET technologies and drug libraries. IncucyteZOOM applications have included cell proliferation, cell death, cell migration, cell invasion and spheroid growth assays. In 2018-2019 we acquired 12,000 hours of live-imaging experiments using the IncuCyte ZOOM. The Cellomics VTI microscope has been used to screen for drugs affecting fibroblast transformation, *Neisseria gonorrhoeae* infection, lysosomal membrane permeability and yeast vacuole integrity. Bio-Tek Synergy 4 was used for more than 60 different protocols and more than 300 plates were read.

INLET technologies supported a number of federally funded grants in 2018-2019: 4 funded grants (1 DOD, 3 R01), 4 grants in preparation, 8 pending grants (funding score or close to payline) and 2 newly submitted grants totaling more than \$6,000,000 in direct and indirect costs. Dr. Dragoi also signed Sponsored Research Agreements with LSU Shreveport and K94 *Inc.* totaling \$80,000. INLET staff attended the AACR 2019 where they had a booth to present our technology and develop collaborations with laboratories across the country. Dr. Ana-Maria Dragoi is applying for an S10 Core Shared Instrument grant in May. If awarded a new IncuCyte S3 instrument will be purchased to help improve the INLET screening capabilities.

Based on our progress, business plans and staff, this year we request a total of \$135,000 to support personnel, travel to meetings, new equipment costs and repair, purchase supplies, purchase computer hardware to store data and underwrite projects with a high probability of leading to extramural funding, licensing possibilities and/or to the commercialization of a treatment that could be used in the clinic.

B. C Research Programs: Hormone Related Cancer Focus Group, Upper Aerodigestive Focus Group, Developmental Therapeutics, Gene Expression and DNA Repair Focus Group, and the Viral Oncology Program: Request \$280,000

The five research programs of the FWCC are described below. Funds from these groups will be used to support monthly meetings, provide infrastructure support and award small "Mini" grants to encourage group collaboration.

Hormone Related Cancer Focus Group (HRCFG): The HRCFG is a multidisciplinary group of researchers from the clinical and basic sciences, formed with a common interest in and a desire to tackle the fundamental biological and clinical questions related to prevention and treatment of prostate and breast cancer with specific focus on mechanisms of therapy resistance and Cancer Health Disparities. Dr. Hari K. Koul directs this group and lead the efforts to develop focused multi investigator teams to tackle prostate cancer and breast cancer. Dr. Gary Burton and other clinicians guide the group in terms of clinical importance. The members of the group include: Dr. Hari K Koul, targeting mechanisms of transcriptional and translational reprogramming in prostate and breast cancer therapy resistance and cancer health disparities; Dr. Arrigo De Benedetti, targeting DNA repair and other enzymes that cause prostate and breast cancer to become resistant to chemotherapy/radiotherapy; Dr. Xiuping Yu, targeting Wnt/B-catenin signaling in neuroendocrine prostate cancer; Nancy Leidenheimer, targeting GABA shunt in therapy resistance; Dr. Brent Reed, Exploring the role of GIPC in prostate cancer; Dr. Yunfeng Zhao, targeting mitochondrial and bio-energetics in prostate and

breast cancer and Dr. Shile Huang targeting regulation of mTOR signaling in hormone related malignancies. The group aims to identify new molecular targets that may aid in diagnosis and monitor therapeutic efficacy. In addition, new targets may help distinguish lethal disease from an indolent onset and could aid in tackling cancer health disparity. The new and novel targets may also open avenues for new treatment paradigms for prostate and breast cancer.

Upper Aerodigestive Cancer Focus Group (UACFG): Dr. Cherie-Ann Nathan, Professor and head of the Department of ENT, heads this group. The UACFG focuses on combining innovative technologies in the clinic with molecular mechanisms of precancerous changes to further the clinical development of the switch from precancerous to cancer of real time cellular visualization of the upper aerodigestive tract. One such technology, the confocal laser-induced endomicroscopy (CLE,) enables *in vivo*, real time visualization of the mucosa at a subcellular resolution of $\approx 1000\times$ magnification. The group aims to establish molecular imaging with this technology and determine *in vivo* expression of epidermal growth factor receptor (EGF-R) in the mucosa using probe-based CLE (pCLE) and topically applied FITC-labeled antibodies. The budget requested for this year will be used to enhance this program further and to have funds for collaborative research efforts by the group. The Viral etiology of Head and Neck cancer is a research emphasis area as is better understanding the genomics of lung cancer.

Gene Expression/DNA Repair Focus Group (GEDFRG): The greatest need for the next year is for continued funding of collaborative research efforts of the group and efforts to collaborate between affinity groups. A common thread tying together the Gene Expression/DNA Repair Focus Group is the conviction that chromatin – with its dynamic regulation and virtually limitless epigenetic complexity – significantly impacts upon gene transcription and DNA repair in cancer cells, thereby promoting cellular proliferation, invasiveness and metastasis characteristic of the malignant state. In this regard, two labs (Bodily and Scott) Viral Oncology affinity group are seeking to understand how human tumor viruses (Epstein-Barr virus and papillomaviruses) induce epigenetic alterations to their own genomes as well as those of host cells. Such epigenetic modifications may regulate the expression of genes central to the viral lifecycle and ultimately, to the oncogenic state of the infected cells. Dr. Gross is investigating the role of chromatin in the regulation of transcription, with particular focus on the Cyp19A1 gene that encodes the protein aromatase which directly contributes to the malignancy of the majority of breast cancers, and on a eukaryotic model of HSF1-regulated genes, whose counterpart in human cancers is driven by a transcriptional program distinct from heat shock to support the highly malignant state. In addition, research into how gene activation occurs in silent heterochromatin may lead to insights into strategies for reactivation of tumor suppressor genes inappropriately silenced by epigenetically marked chromatin. Finally, two labs (De Benedetti and Harrison) are studying the role of chromatin and epigenetic modification in regulating the repair of double-stranded DNA breaks. Money is requested to support collaborative group research efforts to generate preliminary data for Federal grant Submissions.

The Viral Oncology Program: Dr. Martin Sapp Professor of Microbiology, heads this group. The viral oncology program focuses on the role that viruses play in initiation and progression of cancer and in the evolution of the tumor environment. Drs. Rona Scott, Jason Bodily, Cherie-Ann Nathan, and Martin Sapp explore the synergism between human papillomaviruses and Epstein-Barr virus in the development of head and neck cancers. They will put the spotlight on the growing epidemic of oral cavity squamous cell carcinomas that is associated with these viruses. Drs. Andrew Yurochko's and Jeremy Kamil's work on human cytomegalovirus has implications for viral tropism and cancer angiogenesis. Dr. Michelle Arnold is exploring the innate immune response to viral infections, which

has implications for tumor immunology. Dr. Martin Muggeridge investigates how Epstein-Barr virus achieves entry into target cells, a first essential step for virus-induced transformation processes. Dr. Scott is also directing the Genomics Core, which is being used by many of us to link viral infections to transformation. In addition to providing continued funding for collaborative research efforts of the group to foster future collaborative grant applications, we will use the funds to support the Genomics Core located in the Research Core Facility as well as the Administrative and Molecular Biology Core of the Center for Molecular and Tumor Virology. This honors the commitment of the LSUHSC-S to continue support for the CMTV once federal funding is discontinued.

Developmental Therapeutics Focus Group: The mission of Developmental Therapeutics-Natural Products Group (DT-NPG) of the FWCC is to foster collaborative basic and translational research focused on developmental therapeutics (including mechanistic research, pre-clinical development and translation into the clinic of novel synthetic small molecules and natural products or their derivatives) for treatment and prevention of human cancer. A major emphasis is providing support for multidisciplinary teams for working together rather than supporting individual laboratories. Currently 8 faculty are group members. Each year, using the funding from the FWCC, the DT-NPG has sent an RFA to the group members to support new Idea and short-term research projects, each of which involves at least two faculty members and focuses on studies of developmental therapeutics for cancer prevention and treatment. In the past two years the DT-NPG funded total 8 collaborative research projects (4 projects per year). This funding mechanism has fostered collaborative research, and helped members be productive in publication and collect essential preliminary data for intramural/extramural grant applications.

2. GRANTS & GRADUATE STUDENT STIPEND - BUDGET REQUEST \$782,000

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. The FWCC has pledged to contribute to nine such grants (\$28,000/grant for a total of \$252,000 this year) for graduate students working in the laboratories of FWCC faculty. In addition, with the cuts in Federal research funding, successful laboratories are having increasing difficulties in supporting research efforts. We will fund bridging grants to help a FWCC faculty bridge to a successful new grant application. Fiscal Year 2017 Legacy Budget supported 2 bridging grants for faculty, both faculty have successfully been funded by the NIH and DOD grants. (Dr. Arrigo DeBenedetti and Dr. Martin Sapp). These bridging grant applications will be reviewed and ranked by the LSUHSC-S Research Advisory Committee. The FWCC Research advisory committee will then make the awards based on center needs and ranking. Maximum for any one grant will be \$75,000 a year renewable for up to three years. One grant totaling \$75,000 may be awarded in the current year.

We will also fund Intramural grants for innovative new cancer research. These grants will be for up to \$60,000 for one year. Two such grants totaling \$120,000 may be awarded in the current year. The review process for all grants will be as described above.

We have recently begun a new program of "Mini-Grants". These encourage faculty to explore new cancer research ideas. Small seed grants of \$5,000-\$10,000 each for a total annual support of \$70,000 are meant to cover supply costs to experimentally test these new hypotheses and see if they are worthy of future study. In the current year three of these awards have led to NIH grant applications.

We will continue to partner with the Department of Radiology to support a new Breast Imaging Fellowship program for \$35,000. There is a shortage of trained breast mammography radiologists in the country. The Breast Imaging Fellowship position is a twelve-month appointment beginning July 1st and ending June 30th of each academic year. The salary will follow the LSUHSC Department of Graduate Medical Education House Officer salary for a PGY7 position. The breast fellow will work under the direct supervision of the Breast Imaging Staff in their designated location, which may include, but is not limited to, Feist Weiller Cancer Center, LSU Ambulatory Care Center, University Hospital, Partners in Wellness, and FWCC Mobile Mammography Unit. Daily work schedule, vacation days, and sick leave will follow the schedule of the Radiology residents. We have had 2 graduates of our program to date. One is now a faculty with us and the other has entered private practice in Louisiana.

In a new program this year we are offering competitive Post-Doctoral Fellowships. Four awards will be made that will support salary to Post-Doctoral fellows that are pursuing cancer related research. This program is designed to enhance cancer research on the campus and aid in the research training of these future cancer researchers. Departments will match with at least \$10,000 in supply money for the approved fellowships.

Lastly to promote Translational Research, we will award, travel grants up to \$30,000 annually to faculty graduate students and postdocs who submit their research for presentation at the American Association for Cancer Research (AACR).

Nine FWCC Graduate Fellowships	\$252,000
Bridging Grants	\$ 75,000
Intramural Grants (postdoctoral awards)	\$120,000
Mini Grants	\$ 70,000
Breast Imaging Residency Program	\$ 35,000
AACR Translational Research Workshop	\$ 30,000
Post-Doctoral Fellowships	\$200,000

3. VISITING SCIENTIST PROGRAM – BUDGET REQUEST \$30,000

The FWCC sponsor a visiting scientist program. Leading scientists in various fields of cancer research will be invited to visit our campus and deliver seminars in their area of expertise. They will also meet with the faculty on an individual basis to facilitate collaboration and growth in knowledge of cancer research processes and to develop collaborative research ideas. Funds will be used for an honorarium, travel expenses and faculty/guest dinner expenses. External advisors to the FWCC will also be funded with these dollars.

4. FWCC INFRASTRUCTURE – BUDGET REQUEST \$1,000,000

The FWCC has funded entirely or in part various infrastructures and core facilities vital to the translational and clinical cancer research interests of its faculty. While much of these infrastructures are partially supported by grants, contracts, and fees some require additional support and we are requesting continuing support at \$1,000,000 for equipment, supplies and staffing needs.

<u>Clinical Research Core facility</u>	\$425,000
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The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI/NCORP grant. The Gulf South Minority Based NCORP is a consortium of cancer investigators at LSUHSC-NO Stanley Scott CC, Mary Bird Perkins CC, Ochsner Benson CC and the FWCC at LSUHSC-S. We are the most successful Minority Based NCORP in the Country, annually registering over 800 patients to national trials of the NCI/NCORP, more than any other cancer group in the country. Our most recent grant application had a perfect score, the only one in the country. This is the first statewide cancer consortium and hopefully will lead to a successful NCI Designated Cancer Center application. Funding will be used to fund salaries of clinical research staff, mandatory training, supplies, equipment (including computers), certification programs, travel to cancer research meetings and other research related expenses.

Research Equipment \$ 50,000

The requested amount will be used to repair and replace old cancer research equipment as needed.

FWCC Faculty, Staff and Trainee Research Support \$425,000

FWCC Faculty, Staff and Trainee Research Support to include: travel to national meetings to present research results, visiting professorships other than those listed above, faculty research salary supplements, administrative supplements, travel to obtain research training or to be involved in development of new research projects, publication costs, new cancer related research equipment training needs, recruitment expenses, funds for conducting scientific meetings and other unforeseen expenses related to cancer research.

Infrastructure Expansion \$100,000

Funds will be reserved for any new infrastructure expansion needs for FY 2020. These may include new or replacement equipment, lab remodeling or new research core lab support.

5. BIOREPOSITORY SUPPORT – BUDGET REQUEST \$150,000

Our Biorepository is continuing to grow. Budget will be used to support acquisition of new equipment, supplies, travel of key personnel to national meetings related to biorepositories, additional technician support salaries, renovations as needed and any other unforeseen expenses.

6. SEED PACKAGES – BUDGET REQUEST \$517,000

In order to recruit top-notch faculty, we must offer seed packages to enable them to establish a research program/laboratory. Seed packages range from \$50,000 – \$400,000 a year depending on the seniority of the faculty and the prior success of their research program. The following are requests for this year.

Dr. Dragoi (year 5 of 5)	\$117,000
TBD	\$400,000

7. TUMOR GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$300,000

Cancer care and research is entering a new era – one of **Personalized Oncology or Precision Medicine**. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply sequence the entire genome

of a patients' cancer. We can tell exactly what genetic changes have occurred to cause an individual's cancer. Thus, we can rapidly predict what targeted or chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology allows us to design clinical research protocols that will specifically target these mutations. We are combining our research results on these cancers with drug screening in the INLET program to find new agents to treat cancer. We have expanded the Next-Generation sequencing equipment, computers and software to run the program, and provided for one Research Technician to process and analyze the specimens. In the next year we will begin to offer these cancer gene analysis/sequencing to patients not only in our facility but also through an agreement with the Kew Group to patients in our region via a CLIA certified laboratory. Access to the genomic data of this larger data set will enhance the research of the FWCC. Currently we are sequencing 8 cancer patients a week with plans to double that number in the next year. As well, we have added new state of the art equipment to the FWCC cancer core research facility on the 6th floor of the BRI to analyze cancer DNA in the blood. Drs. Jim Cotelingam, Hong Yin, Adam Greer, Ellen Friday and Rona Scott are supervising use. The ability to study the whole cancer genome will enhance the research efforts of the FWCC basic research faculty. This technology is free of charge to all faculty of the FWCC for their research needs. This year we will continue to expand these technologies use and enhance data analysis. The requested amount this year will be used for research salaries, supplies, equipment maintenance, related travel to meetings and training, supplies, computer software, networkable hard drives, new equipment, & other unforeseen expenses related to cancer genome research.

8. BIOINFORMATICS AND HEALTH INFORMATION TECHNOLOGY RESEARCH CORE FACILITY – BUDGET REQUEST \$ 200,000

Bioinformatics and Health Information Technology (HIT) are key tools needed in the analysis of cancer information and data both in the modern genomics cancer laboratories (Bioinformatics) and in the analysis of clinical patient data abstracted from the modern Electronic Health Records (HIT). Unfortunately, both FWCC and LSUHSC do not have the necessary infrastructure in place to help our basic and clinical researchers conduct these types of analysis. Results of the cancer research in our new Human Tumor Genome Sequencing lab will generate enormous amounts of data (320GB data per sample). We must develop the expertise to analyze this data. Currently we are partnering with bioinformatics/computer faculty at LSUS to assist us but we will need extra capacity with this project. We recruited in the last year one Masters level trained Bioinformatics scientist and hope to recruit more. As well, we have recently implemented the new EPIC EHR in our hospital and at EA Conway hospital. It is vital that we have the capacity to "mine" this data at both centers. This will be important in obtaining data in our current and future clinical research projects, studying cancer trends, care and health related expenses. These funds will be used to establish this new research core in the Cancer Control and Prevention section of the FWCC. Funds will be used to hire faculty/employees, supplies, computers, travel and other unforeseen expenses.

9. PARTNERS IN WELLNESS (PIW) SUPPORT – BUDGET REQUEST \$200,000

PIW is our cancer screening and prevention research program. This group has expanded their research focus to include cancer care and delivery research. The program now offers a clinic in Shreveport and 2 mobile vans that serve over 40 locations in North and Central Louisiana. Cancer screening services offered include breast cancer screening using digital tomographic mammography and ultrasound, cervical cancer screening, prostate cancer screening, lung cancer screening and Head & Neck cancer screening. Screening is offered regardless of ability to pay with free screening for those residents of our state without resources or insurance. A new van has been renovated and will allow us to offer free cancer screening to more areas of our state.

Our new PIW genomics program will assess for biomarkers that may enhance the accuracy of current cancer screening modalities or develop new ones. Blood samples are collected on the screened patients and plasma and DNA are stored in our biorepository. We have recruited a new faculty in the area of health, wellness and nutritional education. Dr. Jennifer Singh is our new faculty who is certified in the new medical specialty of Lifestyle Medicine. We are also expanding the PIW programs to include Integrative Medicine. Dr. Rupa Mahadavan has joined our faculty in this area. Funds will be used to expand these new innovative PIW programs in cancer survivors, in the rural areas and expansion of the genomics biomarker program. Specifically, we will support salaries, travel to meetings and training, supplies, computers, software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses.

10. MEDICAL SCHOOL OFFICE OF RESEARCH SUPPORT – BUDGET REQUESTED \$758,000

We will continue to support cancer research related expenses of the Office of Research. Cancer Research is approximately 50% of Research on our campus. This budget will provide for salary support of personnel in the Office of Research, office expenses and for the graduate students who are involved in cancer related research in the department of Biochemistry and Microbiology. Grant support to cancer related research will be supported. In addition, support of the research core facility will be continued.

Feist-Weiller Cancer Center
LSU Health Sciences-Shreveport

Approved: 
Glenn M. Mills, MD, FACP
Sandra and George Bakowsky Professor of Aerodigestive Malognancy
Interim Director, Feist-Weiller Cancer Center

5/22/19
Date

Approved: 
Ghali E Ghali, MD, DDS, FACS
Chancellor and Dean, LSU Health Sciences Center-Shreveport

5/29/19
Date

Approved: 
LSU Health Sciences Foundation in Shreveport
By Katy Merriman, Chairman of the Board

6/12/19
Date



Request from LSU A&M to Approve Employment Contract for Scott Woodward, Athletics Director

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article VII, Section 1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

Paragraph K, Subparagraph 3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution is for the approval of the contract for Scott Woodward as Athletics Director. The base salary will be \$525,000. Supplemental compensation will be provided by an affiliated organization in the amounts of \$575,000 in each FY2020 and FY2021; \$850,000 in each FY2022 and FY23; \$975,000 in each FY2024 and FY2025. Bonuses would be authorized based on longevity.

2. Review of Business Plan

N/A

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department, and supplemental income committed by affiliated organizations. No state general fund or tuition dollars are used.

4. Description of Competitive Process

N/A

5. Review of Legal Documents

N/A

6. Parties of Interest

N/A

7. Related Transactions

N/A

8. Conflicts of Interest

N/A

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President

of the Louisiana State University, or his designee, to sign the contract with Scott Woodward as provided in this item.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made effective May 6, 2019, by and among BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter “LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, [Woodward LLC] (“COMPANY”), a limited liability company organized under the laws of the State of Louisiana, herein represented by Scott Woodward, and SCOTT WOODWARD (hereinafter “WOODWARD”) (LSU, COMPANY, and WOODWARD are hereinafter sometimes referred to collectively as the “Parties”). For and in consideration of the promises, mutual covenants, obligations and agreements of the Parties to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

1. **Employment.** Subject to the terms and conditions of this Agreement, LSU does hereby employ WOODWARD as its Director of Athletics at Louisiana State University and Agricultural and Mechanical College, located in Baton Rouge, Louisiana, on the terms and conditions set forth herein.
 - A. WOODWARD represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.
 - B. WOODWARD will report directly to the President of LSU (the “President”) and shall confer with the President or the President’s designee(s) on a regular basis as determined by the President and on major matters as necessary and appropriate.
 - C. WOODWARD shall oversee, administer, review, and periodically evaluate the Department of Athletics (the “Department”), including the entire intercollegiate athletic program at LSU, and shall perform such other duties, consistent with his status as the Director of Athletics, as the President may assign.
 - D. WOODWARD will lead, supervise and promote all intercollegiate athletic programs in the Department, and shall perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic standards of LSU and the Department.
 - E. WOODWARD hereby agrees to accept such employment and to devote his attention and best efforts, on a full-time basis, to the performance of his duties hereunder.

- F. WOODWARD hereby agrees and promises that he shall, on or before May 31, 2019, provide proof to LSU that he has been issued a Louisiana driver's license and that all vehicles registered in his name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
- G. Pursuant to NCAA Bylaw 11.2, WOODWARD hereby confirms that he has an affirmative obligation to cooperate fully in the NCAA¹ infractions process, including the investigation and adjudication of a case, and that, if found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment.
2. **Term.** The term of this Agreement shall be for a definite term, commencing on May 6, 2019, and ending on April 30, 2025, unless terminated sooner in accordance with Section 8 of this Agreement or extended pursuant to Section 9.B of this Agreement or by mutual written agreement of the Parties.
3. **Duties and Responsibilities.** In consideration of the compensation specified in this Agreement, WOODWARD shall devote his full time and best efforts to the performance of his duties under this Agreement. Such duties shall include all duties that the President may assign as provided in Section 1 of this Agreement, all duties as set forth in the Director of Athletics' job description on file with the Department, and the specific duties listed in Section 1 and this Section 3, which list is intended to be illustrative and not exhaustive. Among his specific duties, WOODWARD shall:
- A. Develop and implement plans, policies, procedures and programs that are in compliance with LSU, SEC² and NCAA rules and regulations and applicable local, state and federal laws, and which promote the mission of the Department, LSU's high standard of academic excellence and the general welfare of student-athletes. WOODWARD shall consult with LSU's Provost and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation. WOODWARD shall also ensure that all Department staff members actively support the Department's commitment to academic achievement for each student-athlete;
- B. Manage and oversee the Department's men's and women's intercollegiate sports through each coach and, senior athletic staff, including coordinating and/or overseeing the recruitment, selection (negotiates and approves contracts, subject to President and/or Board approval) and evaluation (including approving salaries, subject to President and/or Board approval) of all coaches. WOODWARD shall promote athletic excellence on local, conference and national levels for all of the men's and women's intercollegiate athletic programs;

1 "NCAA" shall mean the National Collegiate Athletic Association and its successors.

2 "SEC" shall mean the Southeastern Conference, its successor or any other athletics conference of which LSU may become a member.

- C. Manage and oversee all Department staff members, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries) of all Department staff members. WOODWARD shall establish and periodically refine, as necessary, the Department's organizational structure to ensure the effective management of human resources;
- D. Consult with and submit reports, recommendations and supporting documents to the President and/or other persons, LSU governing bodies or committees, as necessary, to make decisions regarding academics, capital expansion, staffing, budget appropriations or other aspects of LSU's athletic programs or for other purposes as requested;
- E. Know, recognize and comply with all applicable laws, as well as all applicable policies, rules and regulations of LSU, the SEC and the NCAA and supervise and take appropriate steps to promote and ensure that all Department staff knows, recognizes and complies with all such laws, policies, rules and regulations. WOODWARD shall work with others as directed by the President to develop and implement a comprehensive ongoing program of compliance education for coaches, student-athletes and boosters. WOODWARD shall immediately report to the Department's senior compliance officer if WOODWARD has reasonable cause to believe that any person or entity, including without limitation, representatives of LSU's athletic interests, has violated or is likely to violate or may potentially have violated any such laws, policies, rules or regulations.
- F. Cooperate fully and completely, and will use his best efforts to ensure that his staff members cooperate fully and completely, with any investigation of any alleged violation of any of the covenants enumerated herein, conducted by LSU, the SEC, or the NCAA;
- G. Take prompt corrective or disciplinary action to address any non-cooperation by any staff member.
- H. Consult with LSU's General Counsel (and other LSU-engaged counsel, as directed by the LSU General Counsel), regarding NCAA or similar rules compliance issues, and shall assist in investigating all cases where a violation has or may have occurred;
- I. Oversee all fiscal operations (including short and long-term budgetary and fiscal planning and monitoring for budget performance) and assume overall responsibility for Department finances and facilities to ensure sound business practices;
- J. Maintain responsibility for the scheduling of intercollegiate sporting events, all aspects of the Department's operations and all aspects of LSU's athletic facilities including, but not limited to, evaluating the condition of athletic facilities for safety and comparison with SEC and national standards;
- K. Develop and implement programs to increase revenue sources for the Department, including effective plans for marketing and promotions as well as fundraising

strategies to promote donor support of the athletic program. WOODWARD shall participate in negotiations and presentations to promote the Department and LSU to sponsors and donors;

- L. Serve as a primary spokesperson for the Department, promoting the philosophy and mission of LSU and its athletic program with faculty, staff, students, alumni, the media and the general public on a local and national basis. As such spokesperson, WOODWARD shall participate in, among others, speaking engagements, news conferences, radio, television and other media appearances;
- M. Represent the Department at LSU, SEC, NCAA, community and other meetings and conventions. WOODWARD shall also serve at the request of the President on any committees as appropriate;
- N. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;
- O. Observe, respect, and promote the principles of institutional control in every aspect of the Department and all of its intercollegiate athletics program;
- P. Perform all other duties customarily performed by directors of athletics of commensurate rank serving other NCAA member institutions; and
- Q. Perform other duties reasonably assigned by the President.

4. **Compensation.**

- A. **Base Salary.** LSU agrees to pay WOODWARD an annual base salary of Five Hundred and Twenty-Five Thousand Dollars (\$525,000) (“Base Salary”), payable in twelve (12) equal monthly installments, and pro-rated for partial years.
- B. **Supplemental Compensation to Company.** In addition to the Base Salary, COMPANY shall be entitled to receive annual supplemental compensation as compensation for providing WOODWARD’s personal services towards enhancing the revenue of the Department and promoting, appearing on, or participating in, as requested, and making all reasonable efforts to make successful, LSU sanctioned television, radio and internet programs and other activities related to increasing revenues for LSU and the Department (“Supplemental Compensation”). Supplemental Compensation shall be payable in twelve (12) equal monthly installments. Supplemental Compensation may be paid by a foundation affiliated with LSU (a “Foundation”), subject to the approval of LSU and the Foundation. In the event that any that any payment or benefit which may be paid by a Foundation under this Agreement is not paid or provided by a Foundation, LSU shall immediately make said payment or provide said benefit to WOODWARD or COMPANY, as the case may be. This Supplemental Compensation is not considered part of Base Salary.
 - (1) Supplemental Compensation shall be paid in the following annual sums, pro-rated for partial years:

2019-2020:	\$575,000
2020-2021:	\$575,000
2021-2022:	\$850,000
2022-2023:	\$850,000
2023-2024:	\$975,000
2024-2025:	\$975,000

- (2) The parties acknowledge that the efforts required of WOODWARD to be provided by COMPANY under this Section 4.B. in connection with the promotion and production of radio, television and internet programs and other related activities are critical to the success of the Department.
- (3) LSU shall own all rights to, and retain all revenue generated from, such programs and activities and shall be entitled, at its option, to produce and market the radio, television, and internet programs and other related activities, or to negotiate with third parties for the production and marketing of such programs and activities. COMPANY shall not permit WOODWARD to, and WOODWARD shall not, appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COMPANY shall not permit WOODWARD to, and WOODWARD shall not, appear in or make any commercial or commercial endorsement without the prior written approval of the President.

- C. Relocation and Signing Bonus. As an inducement and incentive for WOODWARD's acceptance of employment at LSU and to defray the costs of relocation, LSU shall make a one-time payment of Two Hundred Fifty Thousand Dollars (\$250,000) to WOODWARD, payable on or before June 5, 2019. This bonus is not considered part of Base Salary.
- D. 2024 Longevity Bonus. If WOODWARD remains continuously employed with LSU as the Director of Athletics until April 30, 2024, LSU shall provide a longevity bonus to WOODWARD as additional supplemental compensation, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), payable on or before May 6, 2024. This bonus is not considered part of Base Salary. WOODWARD agrees that no portion of this bonus will be due if either of the following occurs prior to May 6, 2024: (i) WOODWARD is terminated for cause pursuant to Section 8.A; or (ii) WOODWARD terminates the Agreement pursuant to Section 8.F.
- E. 2025 Contract Term Completion Bonus. If WOODWARD remains continuously employed with LSU as the Director of Athletics until April 30, 2025, LSU shall provide a bonus to WOODWARD as additional supplemental compensation, in the

amount of Five Hundred Thousand Dollars (\$500,000), payable on or before May 6, 2025. This bonus is not considered part of Base Salary. WOODWARD agrees that no portion of this bonus will be due if either of the following occurs prior to May 6, 2025: (i) WOODWARD is terminated for cause pursuant to Section 8.A; or (ii) WOODWARD terminates the Agreement pursuant to Section 8.F.

- F. Liquidated Damages to Previous Employer. LSU will satisfy any liquidated damages, buyout, or similar obligation that WOODWARD is required to pay to his previous employer in connection with the termination of his employment contract with that institution, up to a maximum amount of Fifty Thousand Dollars (\$50,000). LSU has authorized this amount to be paid as a reimbursable employee business expense of WOODWARD and does not consider it compensation. LSU acknowledges that payment of such expense was necessary to obtain the services of WOODWARD, and therefore substantially benefits LSU. Further, LSU has determined that the requirements of its accountable plan have or will be satisfied with respect to such expense. WOODWARD acknowledges that he has not and will not be reimbursed for such expense from any other source. Additionally, WOODWARD acknowledges that he will not take a deduction for such expense on his personal income tax return. Should such expense be determined to be non-qualified under LSU's accountable plan or if it taxed as WOODWARD's income, LSU will neutralize the actual tax impact to WOODWARD resulting from LSU's payment of such expense. In such case, WOODWARD must claim all deductions allowable under applicable tax law, including such expense. The Parties will review WOODWARD's pertinent tax information, including signed income tax returns (and any amended returns) for 2019 (or other applicable tax year) to substantiate such amount as is necessary to effectuate this desired outcome.
5. **Retirement and Fringe Benefits.** WOODWARD shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, WOODWARD will also receive the following benefits, part or all of which may be payable by a Foundation, subject to approval of LSU and the Foundation:
- A. A family membership in a social club, athletic club, or country club, provided that: (i) monthly dues may be payable from Foundation funds, subject to approval of the Foundation; (ii) business-related expenses incurred in accordance with LSU and Foundation policy may be reimbursed from Foundation funds; and (iii) WOODWARD shall be responsible for payment of all personal charges;
 - B. An appropriate mobile communications device and service;
 - C. Use of two (2) courtesy vehicle(s) provided by dealership(s) and related insurance which may be reimbursed from Foundation funds; and
 - D. Other reasonable and related employee benefits to be provided by a Foundation, as authorized by the President after a review by the LSU General Counsel or his

designee and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

6. **Additional Revenue.**

- A. Subject to limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations³, if any, and LSU's PM-11, WOODWARD may earn or receive other revenue while employed by LSU provided, however, that WOODWARD shall obtain prior written approval from the President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, transaction or endorsement, including the use of WOODWARD's name by any commercial, public or private entity. In accordance with NCAA rules, WOODWARD, whenever reasonably requested, but in no event less than annually, shall provide a written detailed account to LSU's President for all athletically- related income and benefits from sources outside LSU (including the amount and source of all such income). The approval of such athletically-related income and benefits shall be consistent with University Rules⁴ related to outside income and benefits, if any, applicable to all full-time or part-time employees.
- B. If required by the NCAA, WOODWARD shall report annually to the President on or before the NCAA due date of each contract year, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of WOODWARD to verify this report.
- C. LSU does not guarantee any amount of Additional Revenue.

7. **Retirement Benefits.**

No sums paid or authorized under this Agreement, except for the Base Salary, shall be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary shall be considered for the purpose of

³ "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic programs of LSU. Governing Athletic Rules also shall include any acts of Congress or the State of Louisiana regulating college athletics, officials, athletes, or competition.

⁴ "University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws, and constitution, and any and all amendments, supplements, or modifications thereto promulgated hereafter by LSU, including, without limitation, its President and the Director of Athletics, or by the Board of Supervisors.

computation of retirement benefits. State retirement benefit amounts will be computed on Base Salary only and in accordance with the limitations of Louisiana state retirement law.

8. **Termination.**

A. **Termination by LSU for Cause.** At all times, WOODWARD shall serve at the pleasure of the President. LSU may terminate this Agreement at any time for cause, which shall include, the following:

- (1) Neglect or inattention by WOODWARD to the duties of WOODWARD or WOODWARD's refusal, unwillingness or inability to perform such duties in good faith after reasonably specific written notice has been given to WOODWARD by the President, and WOODWARD has continued such neglect, inattention, refusal, unwillingness or inability during a subsequent reasonable period specified by LSU; or
- (2) A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a Level I or Level II violation), as determined by LSU, by WOODWARD (or any other person under WOODWARD's supervision and direction, which WOODWARD knew about or should have reasonably known about, and failed to take action to prevent) of any laws, University Rules, or Governing Athletic Rules; or
- (3) A breach of contract terms of this Agreement, as determined by the President, or a violation by WOODWARD of any criminal statute (excluding minor traffic violations); or
- (4) A violation by WOODWARD of any University Rules (as reasonably determined by LSU) or of Louisiana's ethics laws; or
- (5) Fraud or intentional dishonesty of WOODWARD in the performance of his duties or responsibilities under this Agreement, as determined by LSU; or
- (6) Fraud or intentional dishonesty of WOODWARD in the preparation, falsification, submission or alteration of documents or records required to be prepared or maintained by law, Governing Athletic Rules or University Rules, or permitting, encouraging or condoning such fraudulent or intentionally dishonest acts by any other person, provided that WOODWARD had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts; or
- (7) Failure by WOODWARD to respond accurately (to the best of his knowledge) and fully within a reasonable time to any reasonable request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning required by law, Governing Athletic Rules or University Rules; or

- (8) Instruction to any coach, student or other person to respond inaccurately (to the best of WOODWARD's knowledge) and incompletely to any request or inquiry concerning a matter relevant to LSU's athletic programs or other institution of higher learning -which shall be propounded by LSU, NCAA, the SEC or other governing body having supervision over the athletic programs of LSU or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by LSU; or
- (9) Failure by WOODWARD to manage the Department in a manner that reflects the academic values of LSU, as set forth in this Agreement, as determined by LSU; or
- (10) Soliciting, placing or accepting by WOODWARD of a bet on any intercollegiate athletic contest, or an illegal bet on any professional athletic contest, or permitting, condoning or encouraging by WOODWARD of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by WOODWARD of information or data relating in any manner to any sport to any individual known by WOODWARD to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by WOODWARD with such persons, as determined by LSU; or
- (11) Use or consumption by WOODWARD of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree and for such appreciable period as to impair significantly or materially his ability to perform his duties hereunder or failure by WOODWARD to fully cooperate in the enforcement and implementation of any drug testing program established by LSU for student-athletes, as determined by LSU; or
- (12) WOODWARD's sale, use or possession, or WOODWARD's permitting, encouraging or knowingly condoning by a student-athlete, coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by WOODWARD or such student-athlete, coach or other athletic staff is prohibited by law or by Governing Athletic Rules, or University Rules, as determined by LSU; or
- (13) Failure by WOODWARD to report promptly to the President, to the LSU General Counsel, and to the Department's Office of Athletic Compliance and the Office of University Compliance and Integrity any violations or potential violations known to WOODWARD of Governing Athletic Rules or University Rules by WOODWARD or a coach, athletic staff member, student or other person under the control or supervision of WOODWARD, as determined by LSU; or

- (14) Commission of or participation in by WOODWARD of any act, situation, or occurrence which, in LSU's reasonable judgment brings WOODWARD into public dispute, contempt, scandal or ridicule or which constitutes a substantial failure to perform in good faith the duties required of WOODWARD in Section 8.A herein or failure by WOODWARD to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

It is recognized that this sub-section (8.A) encompasses findings or determinations of violations during employment of WOODWARD at LSU or any other institution of higher learning.

- B. NCAA Enforcement. WOODWARD is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, WOODWARD may also be subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if WOODWARD is found by the NCAA or LSU to be in violation of NCAA Bylaws. WOODWARD agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA.
- C. Notice. If LSU terminates this Agreement for cause under this Section 8, it shall give written notice to WOODWARD of its intention to so terminate this Agreement specifying the contractual provision upon which LSU relies thereon, the conduct which is the basis for the intent to terminate, and the intended effective date of termination, and shall allow Woodward a reasonable time period to respond to the notice.
- D. Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated for cause under this Section 8, WOODWARD shall not be entitled to receive all or any part of Base Salary, Supplemental Compensation, bonus(es), other compensation or benefits of any nature under this Agreement, which have not been fully earned as of the date of termination. In no case shall LSU be liable to WOODWARD for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by WOODWARD as a result of LSU's termination for cause under this Section 8.
- E. Termination by LSU Other Than for Cause. This Agreement may be terminated by LSU at any time other than for cause (as delineated in Section 8.A) upon ten (10) days written notice to WOODWARD. In the event of such termination by LSU other than for cause, LSU shall pay to WOODWARD and COMPANY, as applicable, as liquidated damages, in lieu of any and all legal remedies or equitable relief, the following: (i) WOODWARD's Base Salary and COMPANY's Supplemental Compensation for the remaining term of this Agreement; (ii) a pro

rata share of the 2024 Longevity Bonus⁵; and (iii) a pro rata share of the 2025 Contract Term Completion Bonus⁶. The total liquidated damages owed under this Section 8.B shall be paid by LSU to WOODWARD and COMPANY in substantially equal monthly installments beginning the last day of the month of termination and continuing for the remaining term of this Agreement, unless otherwise excused, negated, reduced or extinguished under this Section 8.E. LSU may elect to accelerate the payment of any liquidated damages due. This Section 8.E is subject, however, to the following:

- (1) All fringe benefits furnished by LSU shall terminate upon the date of termination of this Agreement, or in accordance with the terms of the specific benefit plan.
- (2) WOODWARD is required to mitigate LSU's obligations under this Section 8.E by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain an athletic director or other comparable employment position as soon as practicable following such termination.
- (3) If WOODWARD is employed elsewhere post-termination in an athletic director or other comparable employment position, LSU's obligations to pay WOODWARD and COMPANY as set forth in this Section 8.E shall be reduced by WOODWARD's and COMPANY's total compensation received from all sources related to such comparable position during the remaining term of this Agreement. LSU shall pay such reduced amount in substantially equal monthly installments after the date of WOODWARD's first day of employment elsewhere for the remaining term of this Agreement.
- (4) WOODWARD agrees that as a condition of him and COMPANY receiving any payment as set forth in this Section 8.E, except for earned but unpaid compensation to the date of termination and any legally protected rights WOODWARD has under any employee benefit plan maintained by LSU, WOODWARD or, in the case of any amounts due after WOODWARD's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive mutual release within sixty (60) days of the date of WOODWARD's termination in the form determined from time to time by LSU in its sole but reasonable discretion. Generally,

⁵ The pro-rated amount of the 2024 Longevity Bonus due will equal the bonus amount of \$250,000 multiplied by a percentage determined by a numerator equal to the total days WOODWARD has served as LSU's Director of Athletics as of the date of termination divided by a denominator of 1,820 days (the number of days from May 6, 2019 to April 30, 2024).

⁶ The pro-rated amount of the 2025 Contract Term Completion Bonus due will equal the bonus amount of \$500,000 multiplied by a percentage determined by a numerator equal to the total days WOODWARD has served as LSU's Director of Athletics as of the date of termination divided by a denominator of 2,186 days (the number of days from May 6, 2019 to April 30, 2025).

the release will require the Payee and the Payee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge LSU and its trustees, officers, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to WOODWARD's employment with LSU, other than any claim that LSU has breached this Agreement. This release will include, but not be limited to, any claim that LSU violated the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge in violation of public policy, claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal; state or local law relating to any matter contemplated by WOODWARD. The release will also require LSU, on behalf of itself and all of its and its trustees, officers, directors, agents, attorneys, successors, assigns, and affiliates, to release and forever discharge Payee and the Payee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to WOODWARD's employment with LSU. Upon WOODWARD's termination of employment with LSU, the Payee will be presented with a release and if the Payee fails to timely execute the release, the Payee agrees to forego any payment from LSU. WOODWARD and LSU acknowledge that each such party is an experienced person knowledgeable about the claims that might arise in the course of employment with LSU and knowingly agrees that the payments upon such termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

- (5) For purposes of this Section 8.E, any reference to WOODWARD's "termination of employment" by LSU (or any form of the phrase "termination of employment") shall mean WOODWARD's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1 (h).

- F. Termination by WOODWARD. WOODWARD recognizes that his promise to work for LSU for the entire term of this Agreement is an essential consideration in LSU's decision to enter into this Agreement and employ him as the Director of Athletics. The value of this Agreement to LSU would be diminished were he to resign or otherwise terminate his employment as the Director of Athletics prior to the expiration of this Agreement. Accordingly, WOODWARD understands and agrees that he may, nevertheless, resign or otherwise terminate his employment under this Agreement prior to the expiration of this Agreement, but only upon the following terms and conditions:

- (1) WOODWARD agrees to provide the President with notice prior to engaging in any discussions or negotiations, directly or indirectly, for his prospective employment at any time before the expiration of this Agreement at any place other than LSU;
- (2) WOODWARD shall provide LSU with written notice of his termination of this Agreement;
- (3) Neither WOODWARD nor COMPANY shall be entitled to receive all or any part of Base Salary, Supplemental Compensation, bonus(es), other compensation or benefits of any nature under this Agreement, which have not been fully earned as of the date of termination; and
- (4) If WOODWARD terminates this Agreement on or before April 30, 2022, WOODWARD will pay (or will cause to be paid by a third party) to LSU as liquidated damages, and not as a penalty, an amount equal to all compensation, including Base Salary, Supplemental Compensation, and bonus pay, WOODWARD and COMPANY have received from LSU under this Agreement from its inception until that date of termination. These liquidated damages are intended to reimburse LSU for expenses including, but not limited to (i) searching for, recruiting and hiring a new Director of Athletics, (ii) relocating a new Director of Athletics, and (iii) buying out the contract, if necessary, of the new Director of Athletics. The Parties agree that the liquidated damages provided for in this Section 8.F are a reasonable approximation of the damages that LSU would suffer were WOODWARD to terminate this Agreement within his first three years of employment by LSU. WOODWARD shall pay all such amounts to LSU within sixty (60) days after the date of WOODWARD's termination.

G. Suspension or Other Disciplinary Action. If WOODWARD is found to have violated any law or Governing Athletic Rules or University Rules, WOODWARD may be subject to suspension or other disciplinary or corrective action as set forth in the NCAA enforcement provisions in addition to the actions LSU may take in accordance with Section 8.A or other provisions of this Agreement or LSU's written policies and procedures. In lieu of termination for cause, LSU may, at its sole discretion, suspend WOODWARD for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under Section 8.A of this Agreement. LSU shall give WOODWARD written notice of the basis for the suspension and a reasonable time period to respond to the notice. During a period of suspension under this Section 8.G in lieu of termination for cause, neither WOODWARD nor COMPANY shall be entitled to receive any pro-rata portion of compensation, including but not limited to Base Salary, Supplemental Compensation or bonuses, under Section 4 of this Agreement; provided that if grounds for termination for cause under Section 8.A are ultimately found not to exist and WOODWARD is reinstated after such suspension, WOODWARD and COMPANY shall be entitled to promptly receive all amounts that were withheld during such suspension.

- H. Records and Information. All materials or articles of information, including, without limitation, personnel records or any other material or data, furnished to WOODWARD by LSU or developed by WOODWARD on behalf of LSU or at LSU's direction or for LSU's use or otherwise in connection with WOODWARD's employment hereunder are and shall remain the sole property of LSU. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, WOODWARD shall immediately cause any such materials in his possession or control, including, but not limited to, all building facility keys, courtesy vehicle keys, LSU credit cards, telephones and computers (including all other LSU issued technological devices) to be delivered to LSU.
- I. Death or Disability. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of WOODWARD or if WOODWARD becomes totally or permanently disabled (as defined in Section 409A of the Internal Revenue Code) or is otherwise unable to perform duties in the essential functions of the job, with or without a reasonable accommodation. In the event of the inability of WOODWARD to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the Parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- J. Interference with Coaches, Athletic Staff or Athletes. In the event of termination, WOODWARD agrees that he will not interfere with LSU's coaches, athletic staff or student-athletes or otherwise obstruct LSU's ability to transact business. If WOODWARD violates this provision, WOODWARD will not be entitled to any payments under Section 8.E and will be required to return any payments made pursuant to Section 8.E that have been disbursed.
- K. Waiver of Claims. The financial consequences of termination of this Agreement are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, neither WOODWARD nor LSU shall be entitled to receive any objective relief not specifically provided for herein, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camp or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or WOODWARD of information or documents required by law. WOODWARD acknowledges that in the event of termination of this Agreement for cause, without cause, or otherwise, WOODWARD shall have no right to occupy the position of Director of Athletics and that his sole remedies

are provided herein and shall not extend to injunctive relief. WOODWARD further acknowledges that he is not eligible for and agrees that he will not be considered for or granted tenure by LSU.

9. **Pre-existing Governing Athletic Rules Compliance Matters.**

- A. **Disclosures.** Prior to signing this Agreement, LSU's President, General Counsel and Senior Associate Athletic Director for Compliance have fully disclosed to WOODWARD all material compliance issues relating to Governing Athletic Rules that are outstanding and known to any athletic department compliance personnel or to any employee of LSU at the Vice President level or above.
- B. **Violations/Sanctions.** In the event that (1) the NCAA Committee on Infractions finds (or if LSU admits through the NCAA infractions summary disposition process) that LSU has committed Level I or Level II violations (as defined in NCAA regulations) in any of its athletic programs or sports and the NCAA issues penalties and/or sanctions against LSU as a result of those findings, or (2) circumstances or conduct exist that result in civil or criminal proceedings or otherwise have a material adverse effect on any of LSU's athletic programs or sports, which violations, circumstances, or conduct occurred prior to the commencement of WOODWARD's employment under this Agreement, then the term of this Agreement shall automatically be extended for a period of two years to an end date of April 30, 2027. During those additional two years, WOODWARD shall be entitled to receive the same annual Base Salary and COMPANY shall be entitled to receive the same annual Supplemental Compensation they are respectively paid during the 2024-2025 contract year, along with any fringe and retirement benefits to which he is entitled under this Agreement.

- 10. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the Parties concerning the employment of WOODWARD by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the Parties. There are no oral or other agreements, understandings, promises, or representations between the Parties affecting this Agreement. All Parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of this Agreement,
- 11. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by each of the other Parties, such approval and acceptance to be acknowledged in writing.
- 12. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as

necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

13. **No Waiver of Default.** No waiver by the Parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.
14. **Assignment.** Neither WOODWARD nor COMPANY may assign any rights or obligations that they respectively have under this Agreement.
15. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges, and immunities as may be provided by law,
16. **“Force Majeure” Clause.** Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
17. **Notice.** Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party.

Unless hereinafter changed by written notice to WOODWARD, any notice to LSU shall be sent to:

LSU Office of the President
Attn: President
3810 West Lakeshore Drive
Baton Rouge, LA 70808

With a copy to:
LSU Office of Legal Affairs and General Counsel
Attn: General Counsel
3810 West Lakeshore Drive, Suite 124
Baton Rouge, LA 70808

Unless hereinafter changed by written notice to LSU, any notice to WOODWARD shall be delivered or mailed to the following address or home address on file:

Scott Woodward
LSU Director of Athletics
LSU Athletics Administration Building
Baton Rouge, LA 70803

18. **Governing Law and Jurisdiction.** This Agreement shall be subject to and construed in accordance with the laws of Louisiana. Any action to enforce this Agreement shall be brought in a state or federal court of competent jurisdiction located within East Baton Rouge Parish, Louisiana.

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement and made it effective on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President, Louisiana
State University System

Scott Woodward, Director of Athletics

[WOODWARD LLC]

By: _____
Scott Woodward, Authorized Signatory



Request from LSU A&M to Approve Employment Contract with Verge Ausberry, Executive Deputy Athletic Director and Executive Director of External Relations

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Verge Ausberry, Executive Deputy Athletic Director at LSU A&M and Executive Director of External Relations of LSU. Effective May 6, 2019, the key terms of the proposed contract is summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
New Appointment	N/A	4/30/2025	\$230,000	\$500,000 ^b	117%

Notes:

- (a) Total Certain Compensation includes all compensation which is contractually guaranteed to be received annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.
- (b) Base salary for FY2019/2020 and FY2020/2021 is \$500,000. Base salary for FY2021/2022 through FY2022/2023, increases to \$510,000 and for FY2023/2024 through FY2024/2025, it increases to \$525,000.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Verge Ausberry, Executive Deputy Athletic Director and Executive Director of External Relations

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with Verge Ausberry.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Verge Ausberry as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is effective May 6, 2019 (the “Effective Date”), by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter “LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and VERGE AUSBERRY (hereinafter “AUSBERRY”) (LSU and AUSBERRY are hereinafter sometimes referred to collectively as the “Parties”). For and in consideration of the promises, mutual covenants, obligations and agreements of the Parties to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

1. **Employment.** Subject to the terms and conditions of this Agreement, LSU does hereby employ AUSBERRY as its Executive Deputy Athletic Director and Executive Director of External Relations at Louisiana State University and Agricultural and Mechanical College, located in Baton Rouge, Louisiana, on the terms and conditions set forth herein.
 - A. AUSBERRY represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.
 - B. AUSBERRY will report directly to the Athletic Director of LSU (the “Athletic Director”) consistent with his status as Executive Deputy Athletic Director and shall confer with the Athletic Director, and/or the Athletic Director’s designee(s) on a regular basis as determined by the Athletic Director and on major matters as necessary and appropriate.
 - C. AUSBERRY will report directly to the Executive Vice President for Finance and Administration of LSU (the “Executive Vice President”) consistent with his status as Executive Director of External Relations and shall confer with the Executive Vice President, and/or the Executive Vice President’s designee(s) on a regular basis as determined by the Executive Vice President and on major matters as necessary and appropriate.
 - D. AUSBERRY shall assist the Athletic Director in his duties to oversee, administer, review, and periodically evaluate the Department of Athletics (the “Department”), including the entire intercollegiate athletic program at LSU, and shall perform such other duties, consistent with his status as the Executive Deputy Athletic Director and Executive Director of External Relations, as the Athletic Director and/or the Executive Vice President may assign.

- E. AUSBERRY will supervise and promote all intercollegiate athletic programs in the Department, and shall perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic standards of LSU and the Department.
 - F. AUSBERRY hereby agrees to accept such employment and to devote his attention and best efforts, on a full-time basis, to the performance of his duties hereunder.
 - G. AUSBERRY hereby agrees and promises that he shall, on or before June 30, 2019, provide proof to LSU that he has been issued a Louisiana driver's license and that all vehicles registered in his name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
 - H. Pursuant to NCAA Bylaw 11.2, AUSBERRY hereby confirms that he has an affirmative obligation to cooperate fully in the NCAA¹ infractions process, including the investigation and adjudication of a case, and that, if found in violation of NCAA regulations, shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment.
2. **Term.** The term of this Agreement shall be for a definite term, commencing on May 6, 2019, and ending on June 30, 2025, unless terminated sooner in accordance with Section 8 of this Agreement or by mutual written agreement between the Parties.
3. **Duties and Responsibilities.** In consideration of the compensation specified in this Agreement, AUSBERRY shall devote his full time and best efforts to the performance of his duties under this Agreement. Such duties shall include all duties that the Athletic Director and/or the Executive Vice President, or their designees, may assign as provided in Section 1 of this Agreement, all duties as set forth in the Executive Deputy Athletic Director and Executive Director of External Relations job description on file with the Department, and the specific duties listed in Section 1 and this Section 3, which are intended to be illustrative and not exhaustive. Among his specific duties, AUSBERRY shall:
- A. Assist with the development and implementation of plans, policies, procedures and programs that are in compliance with the rules and regulations of LSU, the SEC² and the NCAA, as well as all applicable local, state and federal laws which promote the mission of the Department, LSU's high standard of academic excellence, and the general welfare of student-athletes. AUSBERRY shall consult with the Athletic Director and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation. AUSBERRY shall also ensure that all

¹ "NCAA" shall mean the National Collegiate Athletic Association and its successors.

² "SEC" shall mean the Southeastern Conference, its successor or any other athletics conference of which LSU may become a member.

Department staff members actively support the Department's commitment to academic achievement for each student-athlete;

- B. Assist with management and oversight of the Department's men's and women's intercollegiate sports through each coach and, senior athletic staff, including coordinating and/or overseeing the recruitment, selection (negotiates and approves contracts, subject to President and/or Board approval) and evaluation (including approving salaries, subject to President and/or Board approval) of all coaches. AUSBERRY shall promote athletic excellence on local, conference and national levels for all of the men's and women's intercollegiate athletic programs;
- C. Assist with management and oversight of all Department staff members, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries) of all Department staff members. AUSBERRY shall help to establish and periodically refine, as necessary, the Department's organizational structure to ensure the effective management of human resources;
- D. Consult with and submit reports, recommendations and supporting documents to the Athletic Director, Executive Vice President and/or any other person(s) as necessary, to make decisions regarding academics, capital expansion, staffing, budget appropriations or other aspects of LSU's athletic programs or for other purposes as requested;
- E. Know, recognize and comply with all applicable local, state and federal laws, as well as all applicable policies, rules and regulations of LSU, the SEC and the NCAA, taking appropriate steps to promote and ensure that all Department staff know, recognize and comply with all such laws, policies, rules and regulations. AUSBERRY shall work with others as directed by the Athletic Director and/or the Executive Vice President to develop and implement a comprehensive ongoing program of compliance education for all coaches, student-athletes and boosters. AUSBERRY shall immediately report to the Department's senior compliance officer if AUSBERRY has reasonable cause to believe that any person or entity, including without limitation, representatives of LSU's athletic interests, has violated, is likely, or may potentially violate any such laws, policies, rules and/or regulations.
- F. Cooperate fully and completely, and will use best efforts to ensure that Department staff members cooperate fully and completely, with any investigation of any alleged violation of any of the covenants enumerated herein, conducted by LSU, the SEC, or the NCAA;
- G. Take prompt corrective or disciplinary action to address any non-cooperation by any Department staff member.
- H. Consult with LSU's General Counsel (and other LSU-engaged counsel, as directed by the LSU General Counsel), regarding NCAA or similar rule compliance issues,

and shall assist, as necessary in investigating all cases where a violation has or may have occurred;

- I. Assist with oversight of all of the Department's fiscal operations (including short and long-term budgetary and fiscal planning and monitoring for budget performance) and responsibility for the Department finances and facilities to ensure sound business practices;
- J. Assist with the scheduling of intercollegiate sporting events, all aspects of the Department's operations and all aspects of LSU's athletic facilities including, but not limited to, evaluating the condition of athletic facilities for safety and comparison with SEC and national standards;
- K. Assist with the development and implementation of programs to increase revenue sources for the Department, including effective plans for marketing and promotions, as well as fundraising strategies to promote donor support of the athletic program. AUSBERRY shall participate in negotiations and presentations to promote the Department and LSU to sponsors, donors, and boosters;
- L. AUSBERRY shall participate in, among others, speaking engagements, news conferences, radio, television and other media appearances at the request of the Athletic Director and/or the Executive Vice President as appropriate;
- M. Represent the Department at all times including without limitation within the NCAA, SEC, LSU, community, and all other meetings and conventions consistent with his status as Executive Deputy Athletic Director; Executive Director of External Relations. AUSBERRY shall also serve at the request of the Athletic Director and/or the Executive Vice President on any committees as appropriate;
- N. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;
- O. Observe, respect, and promote the principles of institutional control in every aspect of the Department and throughout all of its intercollegiate athletic programs;
- P. Perform all other duties customarily performed by employees of commensurate rank serving other NCAA member institutions; and
- Q. Perform other duties reasonably assigned by the Athletic Director and/or the Executive Vice President.

4. **Compensation.**

- A. Deputy Athletic Director Base Salary. Consistent with his status as Executive Deputy Athletic Director, in return for the completion of all duties and responsibilities listed above in Sections 1 and 3, LSU agrees to pay AUSBERRY the following annual sums, payable in twelve (12) equal monthly installments; prorated for partial years.

Deputy Athletic Director Base Salary Compensation:

2019-2020: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars
2020-2021: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars
2021-2022: Two Hundred and Sixty Thousand (\$260,000.00) US Dollars
2022-2023: Two Hundred and Sixty Thousand (\$260,000.00) US Dollars
2023-2024: Two Hundred and Seventy-Five Thousand (\$275,000.00) US Dollars
2024-2025: Two Hundred and Seventy-Five Thousand (\$275,000.00) US Dollars

- B. Executive Director of External Relations Base Salary. Consistent with his status as Executive Director of External Relations, in return for the completion of all duties and responsibilities listed above in Sections 1 and 3, LSU agrees to pay AUSBERRY the following annual sums, payable in twelve (12) equal monthly installments; pro-rated for partial years.

Executive Director of External Relations Base Salary Compensation:

2019-2020: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars
2020-2021: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars
2021-2022: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars
2022-2023: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars
2023-2024: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars
2024-2025: Two Hundred and Fifty Thousand (\$250,000.00) US Dollars

5. **Bonus Compensation.** AUSBERRY and LSU shall enter into good faith discussions to determine a reasonable bonus structure and amount related to his duties as Executive Deputy Director of Athletics, such discussions to be completed within sixty (60) days of the date of the Agreement. Any such bonuses shall be reimbursed from affiliated Foundation funds.
6. **Retirement and Fringe Benefits.** AUSBERRY shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon AUSBERRY's Base Salary. During the term of this Agreement and in accordance with all applicable LSU policies and laws, AUSBERRY will also receive the following benefits, part or all of which may be payable from a foundation affiliated with

LSU (a “Foundation”) through Foundation funds, subject to approval of LSU and the Foundation:

- A. A family membership in a social club, athletic club, and/or country club, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of the Foundation; (ii) business-related expenses incurred in accordance with LSU and Foundation policy will be reimbursed from Foundation funds; and (iii) AUSBERRY shall be responsible for payment for all of his personal charges and expenses;
- B. Use of one (1) appropriate mobile communications device and service;
- C. Use of one (1) courtesy vehicle provided by dealership and related insurance reimbursed from affiliated Foundation funds; and
- D. Other reasonable and related employee benefits to be provided by Foundation affiliated with LSU, as authorized by the President after a review by the LSU General Counsel or his designee, and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

7. **Additional Revenue.**

- A. Subject to limitations imposed by Section 6 and compliance with all applicable laws and Governing Athletics Regulations³, if any, and LSU’s PM-11, AUSBERRY may earn or receive other revenue while employed by LSU provided, however, that AUSBERRY shall obtain prior written approval from the President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, transaction or endorsement, including the use of AUSBERRY’s name by any commercial, public or private entity. In accordance with NCAA rules, AUSBERRY, whenever reasonably requested, but in no event less than annually, shall provide a written detailed account to the President for all income and benefits related to LSU athletics from sources outside LSU (including the amount and source of all such income). The approval of such income and benefits related to LSU athletics shall be consistent with University Rules⁴ related to outside income and benefits, if any, applicable to all full-time or part-time employees.

³ “Governing Athletic Rules” shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic programs of LSU. Governing Athletic Rules also shall include any acts of Congress or the State of Louisiana regulating college athletics, officials, athletes, or competition.

⁴ “University Rules” shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws, and constitution, and any and all amendments, supplements, or modifications

- B. If required by the NCAA, AUSBERRY shall report annually to the President on or before the NCAA due date of each contract year, all income and benefits related to LSU athletics from sources outside LSU, and LSU shall have reasonable access to all the records of AUSBERRY to verify this report.
- C. LSU does not guarantee AUSBERRY any amount of Additional Revenue.

8. **Retirement Benefits.**

No sums paid or authorized under this Agreement, except for the Base Salary, shall be considered “base pay”, “earned compensation”, or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary shall be considered for the purpose of computation of retirement benefits. State retirement benefit amounts will be computed on the Base Salary only and in accordance with the limitations of Louisiana state retirement law.

9. **Termination.**

- A. **Termination by LSU.** At all times, AUSBERRY shall serve at the pleasure of the Athletic Director and/or the Executive Vice President. LSU may terminate this Agreement at any time for cause, which, in addition to any of its other normally understood meanings shall include, but not be limited to, the following:
 - (1) Neglect or inattention by AUSBERRY to the duties of AUSBERRY or AUSBERRY’s refusal, unwillingness or inability to perform such duties in good faith after written notice has been provided to AUSBERRY by the President, the Athletic Director and/or the Executive Vice President, and AUSBERRY has continued such neglect, inattention, refusal, unwillingness or inability during a subsequent reasonable period specified by LSU; or
 - (2) A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a Level I or Level II violation as defined in NCAA regulations), as determined by LSU, by AUSBERRY (or any other person under AUSBERRY’s supervision and direction, which AUSBERRY knew about or should have reasonably known about, and failed to take action to prevent) of any laws, University Rules, and/or Governing Athletic Rules; or
 - (3) A breach of contract terms of this Agreement, as determined by the President, the Athletic Director and/or the Executive Vice President, or a

thereto promulgated hereafter by LSU, including, without limitation, its President and the Director of Athletics, or by the Board of Supervisors.

violation by AUSBERRY of a criminal statute (excluding minor traffic violations); or

- (4) A violation by AUSBERRY of any University Rules or violation of any law of the State of Louisiana or the United States, including but not limited to, Louisiana's ethics laws, as determined by LSU; or
- (5) Fraud or dishonesty of AUSBERRY in the performance of his duties and/or responsibilities under this Agreement, as determined by LSU; or
- (6) Fraud or dishonesty of AUSBERRY in the preparation, falsification, submission or alteration of documents or records required to be prepared or maintained by law, Governing Athletic Rules and/or University Rules, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that AUSBERRY had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts; or
- (7) Failure by AUSBERRY to respond accurately and fully within a reasonable time to any reasonable request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning required by law, Governing Athletic Rules, and/or University Rules; or
- (8) Instruction to any coach, student or other person to respond inaccurately and incompletely to any request or inquiry concerning a matter relevant to LSU's athletic programs or other institutions of higher learning -which shall be propounded by LSU, the SEC, the NCAA or other governing body having supervision over the athletic programs of LSU or such other institution of higher learning, or required by law, Governing Athletic Rules, and/or University Rules, as determined by LSU; or
- (9) Failure by AUSBERRY to assist in management of the Department in a manner that reflects the academic values of LSU, as set forth in this Agreement, as determined by LSU; or
- (10) Soliciting, placing or accepting by AUSBERRY of a bet on any intercollegiate or professional athletic event/contest, or permitting, condoning or encouraging by AUSBERRY of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic event/contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by AUSBERRY of information or data relating in any manner to any sport to any individual known by AUSBERRY to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by AUSBERRY with such persons, as determined by LSU; or

- (11) Use or consumption by AUSBERRY of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree and for such appreciable period as to impair significantly or materially his ability to perform his duties hereunder or failure by AUSBERRY to fully cooperate in the enforcement and implementation of any drug testing program established by LSU for student-athletes, as determined by LSU; or
- (12) AUSBERRY's sale, use or possession, or AUSBERRY's permitting, encouraging or knowingly condoning by a student-athlete, coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by AUSBERRY or such student-athlete, coach or other athletic staff is prohibited by law, Governing Athletic Rules, and/or University Rules, as determined by LSU; or
- (13) Failure by AUSBERRY to report promptly to the Athletic Director of any violation(s) or potential violation(s) known to AUSBERRY of Governing Athletic Rules and/or University Rules and/or local, state or federal laws by AUSBERRY or a coach, athletic staff member, student and/or any other person under the control or supervision of AUSBERRY, as determined by LSU; or
- (14) Commission of or participation in by AUSBERRY of any act, situation, or occurrence which, in LSU's reasonable judgment brings AUSBERRY into public dispute, contempt, scandal or ridicule or which constitutes a substantial failure to perform in good faith the duties required of AUSBERRY in Section 8.A herein or failure by AUSBERRY to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

B. NCAA Enforcement. AUSBERRY is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, AUSBERRY may also be subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures. If AUSBERRY is found by the NCAA or LSU to be in violation of any NCAA Bylaws, AUSBERRY agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA.

C. Notice. If LSU terminates this Agreement for cause under Section 8, it shall give written notice to AUSBERRY of its intention to so terminate this Agreement specifying the contractual provision upon which LSU relies thereon, the conduct which is the basis for the intent to terminate, and the intended effective date of termination, and shall allow AUSBERRY a reasonable time period to respond to the notice.

- D. Termination for Cause/Loss of Compensation and Benefits. In the event that this Agreement is terminated for cause under Section 8, AUSBERRY shall not be entitled to receive all or any part of the Base Salary, or any other compensation or benefits of any nature under this Agreement, which have not been fully earned as of the date of termination. In no case shall LSU be liable to AUSBERRY for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by AUSBERRY as a result of LSU's termination for cause under Section 8.
- E. Termination by LSU Other Than for Cause. This Agreement may be terminated by LSU at any time other than for cause (as delineated in Section 8.A) upon ten (10) days written notice to AUSBERRY. In the event of such termination by LSU other than for cause, LSU shall pay to AUSBERRY as liquidated damages, in lieu of any and all legal remedies or equitable relief, AUSBERRY's Base Salary for the remaining term of this Agreement. The total liquidated damages owed under Section 8.E shall be paid by LSU to AUSBERRY in substantially equal monthly installments, beginning the last day of the month of termination and continuing for the remaining term of this Agreement, unless otherwise excused, negated, reduced or extinguished under Section 8.E. LSU may elect to accelerate the payment of any liquidated damages due. Section 8.E is subject, however, to the following:
- (1) All fringe benefits furnished by LSU shall terminate upon the date of termination of this Agreement, or in accordance with the terms of the specific benefit plan.
 - (2) AUSBERRY is required to mitigate LSU's obligations under Section 8.E by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain employment as soon as practicable following such termination.
 - (3) If AUSBERRY is employed elsewhere post-termination, LSU's obligations to pay AUSBERRY as set forth in this Section 8.E shall be reduced by AUSBERRY's total compensation from all sources related to such position. LSU shall pay such reduced amount in substantially equal monthly installments after the date of AUSBERRY's first day of employment elsewhere for the remaining term of this Agreement.
 - (4) AUSBERRY agrees that as a condition of receiving any payment as set forth in Section 8.E, except for earned but unpaid compensation to the date of termination and any legally protected rights, AUSBERRY has under any employee benefit plan maintained by LSU, AUSBERRY or, in the case of any amounts due after AUSBERRY's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive release within sixty (60) days of the date of AUSBERRY's termination in the form determined from time to time by LSU in its sole discretion. Generally, the release will require the Payee and the Payee's personal or legal representatives, executors, administrators, successors,

heirs, distributees, devisees, legatees and assignees to release and forever discharge LSU and its trustees, officers, directors, agents, attorneys, successors and assignees from any and all claims, suits and/or causes of action that grow out of or are in any way related to AUSBERRY's employment with LSU, other than any claim that LSU has breached under this Agreement. This release will include, but not be limited to, any claim that LSU violated under the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge in violation of public policy, claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal; state or local law relating to any matter contemplated by AUSBERRY. Upon AUSBERRY's termination of employment with LSU, the Payee will be presented with a release and if the Payee fails to timely execute the release, the Payee agrees to forego any payment from LSU. AUSBERRY acknowledges that AUSBERRY is an experienced person knowledgeable about the claims that might arise in the course of employment with LSU and knowingly agrees that the payments upon such termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

- (5) For purposes of Section 8.E, any reference to AUSBERRY's "termination of employment" by LSU (or any form of the phrase "termination of employment") shall mean AUSBERRY's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1 (h).

F. Termination by AUSBERRY. AUSBERRY understands and agrees that he may resign or otherwise terminate his employment under this Agreement prior to the expiration of this Agreement, but only upon the following terms and conditions:

- (1) AUSBERRY agrees to provide the Athletic Director and/or the Executive Vice President with notice prior to engaging in any discussions and/or negotiations, directly or indirectly, for his prospective employment at any time before the expiration of this Agreement at any place other than LSU;
- (2) AUSBERRY shall provide LSU with written notice of his termination of this Agreement; and
- (3) AUSBERRY shall not be entitled to receive all or any part of the Base Salary, or any other compensation or benefit of any nature under this Agreement, which have not been fully earned as of the date of termination.

- G. Suspension or Other Disciplinary Action. If AUSBERRY is found to have violated any law, Governing Athletic Rules, and/or University Rules, AUSBERRY may be subject to suspension or other disciplinary or corrective action as set forth in the NCAA enforcement provisions in addition to the actions that LSU may take in accordance with Section 8.A or other provisions of this Agreement or LSU's written policies and procedures. In lieu of termination for cause, LSU may, at its sole discretion, suspend AUSBERRY for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under Section 8.A of this Agreement. LSU shall give AUSBERRY written notice of the basis for the suspension and a reasonable time period to respond to the notice. During a period of suspension under Section 8.G in lieu of termination for cause, AUSBERRY shall not be entitled to receive any pro-rata portion of compensation, including but not limited to the Base Salary under Section 4 of this Agreement.
- H. Records and Information. All materials or articles of information, including, without limitation, personnel records or any other material or data, furnished to AUSBERRY by LSU or developed by AUSBERRY on behalf of LSU or at LSU's direction or for LSU's use or otherwise in connection with AUSBERRY's employment hereunder are and shall remain the sole property of LSU. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, AUSBERRY shall immediately cause any such materials in his possession or control, including, but not limited to, all building facility keys, courtesy vehicle keys, LSU credit cards, telephones and computers (including all other LSU issued technological devices) to be delivered back to LSU.
- I. Death or Disability. Notwithstanding any other provisions under this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of AUSBERRY or if AUSBERRY becomes totally or permanently disabled (as defined in Section 409A of the Internal Revenue Code) or is otherwise unable to perform duties in the essential functions of the job, with or without a reasonable accommodation. In the event of the inability of AUSBERRY to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred and twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the Parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- J. Interference with Coaches, Athletic Staff or Athletes. In the event of termination, AUSBERRY agrees that he will not interfere with LSU's coaches, athletic staff, and/or student-athletes or otherwise obstruct LSU's ability to transact business. If AUSBERRY violates this provision, AUSBERRY will not be entitled to any payments under Section 8.E herein, and will be required to return any payments made by LSU pursuant to Section 8.E that have been disbursed.
- K. Waiver of Claims. The financial consequences of termination of this Agreement are exclusively set forth herein. Therefore, with the sole exception of payments

required by this Agreement, in any instance of termination for cause or without cause, neither AUSBERRY nor LSU shall be entitled to receive any objective relief not specifically provided for herein, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camp or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or AUSBERRY of information or documents required by law. AUSBERRY acknowledges that in the event of termination of this Agreement for cause, without cause, or otherwise, AUSBERRY shall have no right to occupy the position of Executive Deputy Athletic Director; Executive Director of External Relations and that his sole remedies are provided herein and shall not extend to injunctive relief. AUSBERRY further acknowledges that he is not eligible for and agrees that he will not be considered for or granted tenure by LSU.

10. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the Parties concerning the employment of AUSBERRY by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the Parties. There are no oral or other agreements, understandings, promises, or representations between the Parties affecting this Agreement. Both Parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of this Agreement.
11. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by AUSBERRY, such approval and acceptance to be acknowledged in writing.
12. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
13. **No Waiver of Default.** No waiver by the Parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.
14. **Assignment.** AUSBERRY may not assign any rights or obligations that he has under this Agreement.
15. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver or

relinquishment by LSU of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

16. **Force Majeure.** In no event shall neither party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, which is forthwith, by notice from the party affected brought to the attention of the other party, including but not limited to war, acts of terrorism, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, major storm, earthquake, explosion, wind, flood, any requirements of law, or act of God (“Force Majeure”). To the extent possible, each party will use reasonable efforts to minimize the duration of any Force Majeure.
17. **Notice.** Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party.

Unless hereinafter changed by written notice to AUSBERRY, any notice to LSU shall be sent to:

LSU Office of the President
Attn: President
3810 West Lakeshore Drive
Baton Rouge, LA 70808

With a copy to:
LSU Office of Legal Affairs and General Counsel
Attn: General Counsel
3810 West Lakeshore Drive
Suite 124
Baton Rouge, LA 70808

Unless hereinafter changed by written notice to LSU, any notice to AUSBERRY shall be delivered or mailed to the following address or home address on file:

Verge Ausberry
LSU Executive Deputy Athletic Director and Executive Director of
External Relations
LSU Athletics Administration Building
Baton Rouge, LA 70803

18. **Governing Law and Jurisdiction.** This Agreement shall be subject to and construed in accordance with the laws of Louisiana. Any action to enforce this Agreement shall be brought in a state or federal court of competent jurisdiction located within East Baton Rouge Parish, Louisiana.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Employment and made it effective on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President, Louisiana
State University System

Verge Ausberry, Executive Deputy Athletic Director
and Executive Director of External Relations



Request from LSU A&M to Approve Employment Contract with James T. Moffitt, Head Strength Coach

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed amendment to the employment contract for James T. Moffitt, Head Strength Coach. The key terms of the proposed contract are summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	3/31/2020	6/30/2022	\$430,000	\$510,000 ^b	19%

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.
- (b) Coach Moffitt will have a three year contract. Base salary for Fiscal Year 2020-2021 increases to \$530,000 and for Fiscal Year 2021-2022, it increases to \$550,000. The automobile allowance payment is up to \$800/month.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: James T. Moffitt, Head Strength Coach

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with James T. Moffitt as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract James T. Moffitt, Head Strength Coach

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2020	6/30/2022	2 Year		a
	Base Salary	\$ 430,000	\$ 510,000	\$ 80,000	19%	a
	Supplemental Media Comp.	\$ -	\$ -	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 75,000	\$ -	0%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Club Membership	Yes	Yes			a
	Other					c
Total Certain Compensation		\$ 430,000	\$ 510,000	\$ 80,000	19%	d

Notes

(a) Coach Moffitt will have a three year contract. Base salary for Fiscal Year 2020-2021 increases to \$530,000 and for Fiscal Year 2021-2022, it increases to \$550,000. The automobile allowance payment is up to \$800/month.

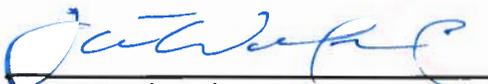
(b) As per Schedule A of Coach Moffitt's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.

(c) Not applicable

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended


Scott Woodward
Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance
and Administration/CFO

Reviewed, No Objections:

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 28th day of June, 2019, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and James T. Moffitt (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of Louisiana State University and Agricultural and Mechanical College.
- C. “Athletic Director”: The Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of:
 - Five Hundred Ten Thousand and No/100 dollars (\$510,000.00) – Effective July 1, 2019 through June 30, 2020.
 - Five Hundred Thirty Thousand and No/100 dollars (\$530,000.00)–Effective July 1, 2020 through June 30, 2021.
 - Five Hundred Fifty Thousand and No/100 dollars (\$550,000.00) – Effective July 1, 2021 through June 30, 2022
- E. “Start Date”: July 1, 2019.
- F. “End Date”: June 30, 2022.
- G. “Program”: The intercollegiate Strength & Conditioning program at LSU.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

EMPLOYEE: Jam

LSU: pkw

2. **Employment.** LSU does hereby employ EMPLOYEE as Strength Coach of the Program. EMPLOYEE will report directly to the Sr. Associate Athletic Director of the Program and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

3. **Duties and Responsibilities.** As Strength Coach of Program, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

A. Performing all duties reasonably assigned to EMPLOYEE by the Sr. Associate Athletic Director so long as such duties are consistent with those duties typically assigned to Strength Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");

B. Promoting the success of the Program and its student athletes both athletically and academically;

C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";

- D. Complying with all Governing Athletics Regulations;
- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
 - L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU; and
 - M. Performing all other reasonable duties customarily performed by strength coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five;
4. **Term.** The term (the “Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to

EMPLOYEE: JAM

LSU: WAN

LSU personnel policies. However, in no event will EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

6. Supplemental Compensation.

- A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including post season play.
- B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.

B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap established for such

EMPLOYEE: 

LSU: 

compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following benefits, part or all of which

may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such involved foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;
- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

9. **Additional Revenue.**

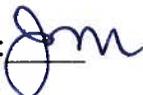
A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity.

B. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base

EMPLOYEE: 

LSU: 

Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without

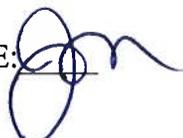


adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (8) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher

learning, which request or inquiry is propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (9) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;



- (11) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (14) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others

under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of

EMPLOYEE: 

LSU: 

termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The



parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) the date

on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) fifty 50% percent of all remaining guaranteed Base Salary due under the Agreement on the termination date if EMPLOYEE accepts employment with another Southeastern Conference program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty (20%) percent of all remaining guaranteed Base Salary due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any other than that defined in Section 11(C)(2)(i), above. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly

installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director and upon approval by the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU

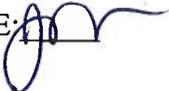
and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall,

under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation

EMPLOYEE: 

LSU: 

herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

(3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any

EMPLOYEE: 

LSU: WKN

instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE

EMPLOYEE 

LSU: W&N

by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

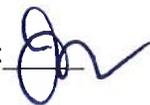
14. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any

EMPLOYEE: 

LSU: 

representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

15. **Severability**. If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
16. **No Waiver of Default**. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
17. **Sovereign Immunity Not Waived**. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
18. **“Force Majeure” Clause**. Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.
19. **Governing Laws**. This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or

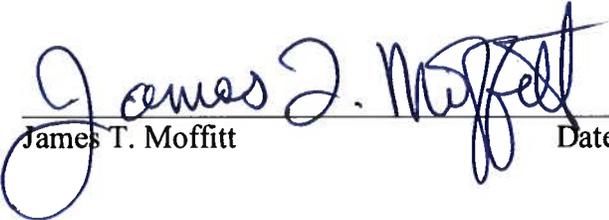


federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, Ph.D., President Date
Louisiana State University and
Agricultural and Mechanical College


James T. Moffitt Date 05/06/19

RECOMMENDED:


Scott Woodward, Athletic Director
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for James T. Moffitt.

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 28, 2019, entered into between LSU and James T. Moffitt, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation paid shall be \$75,000:

- a) Western Division Representative SEC Championship Game \$10,000 OR
SEC Football Champions \$15,000

AND the highest goal attained of any one of the following:

- b) Non College Football Playoff (CFP) Bowl Participant \$10,000 OR
- c) CFP Bowl Participant \$25,000 OR
- d) CFP Semifinal Game Participant \$35,000 OR
- e) CFP National Championship Game Participant \$45,000 OR
- f) CFP National Champion \$60,000

2. All other provisions of the Agreement remain unchanged.

Approved:

By: _____
F. King Alexander, Ph.D., President
Louisiana State University and
Agricultural and Mechanical College

By: 
James T. Moffitt

EMPLOYEE: 

LSU: 



Request from LSU A&M to Approve Employment Contract with Steven Ensminger, Assistant Coach Football

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.2. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

1. Summary of the Matter

This resolution seeks approval of the proposed amendment to the employment contract for Steven Ensminger, Assistant Coach Football. The key terms of the proposed contract are summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	3/31/2020	3/31/2021	\$800,000	\$800,000	0%

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Steven Ensminger, Assistant Coach Football

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Steven Ensminger as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract Steven Ensminger, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2020	3/31/2021	1 Year		a
	Base Salary	\$ 500,000	\$ 500,000		0%	a
	Supplemental Media Comp.	\$ 300,000	\$ 300,000	\$ -	0%	b
<i>Incentive</i>	Post-Season (max)	\$ 125,000	\$ 125,000	\$ -	0%	c
	Other	\$ 150,000	\$ 150,000	\$ -	0%	c
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Other					
Total Certain Compensation		\$ 800,000	\$ 800,000	\$ -	0%	

Notes

(a) Coach Ensminger's contract amendment includes a one year extension. Automobile payment is up to \$800/month.

(b) Supplemental Media Compensation will remain the same during the duration of the contract.

(c) As per Schedule A of Coach Ensminger's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation. Coach Ensminger's Other Incentives include National Offensive Coordinator of the Year and five performance incentives including scoring offense, red zone efficiency, 3rd down efficiency, turnovers, and total offense. The performance incentives are applicable if LSU is ranked in the Top 3 of the SEC.

Recommended

Scott Woodward
Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance
and Administration/CFO

Reviewed, No Objections

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

The Employment Agreement (“Agreement”) between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU) and Steven Ensminger (“EMPLOYEE”), dated the 11th day of January, 2018, and is hereby amended as of the 31st day of May, 2019, as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “LSU”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
 - B. “President”: The President of Louisiana State University and Agricultural and Mechanical College.
 - C. “Athletic Director”: Director of Athletics at LSU.
 - D. “Base Salary Amount”: The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
 - E. “Start Date”: May 1, 2019.
 - F. “End Date”: March 31, 2021.
 - G. “Program”: The intercollegiate Football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Employment.** No Change
3. **Duties and Responsibilities.** No Change
4. **Term.** No Change

5. **Base Salary.** No Change
6. **Supplemental Compensation.** No Change
7. **Incentive Compensation.** No Change
8. **Retirement and Fringe Benefits.** No Change
9. **Additional Revenue.** No Change
10. **Sports Camps.** No Change
11. **Termination.** No Change
12. **Retention and Return of all Materials, Records, and Other Items.** No Change
13. **Entire Contract.** No Change
14. **Amendments to Contract.** No Change
15. **Severability.** No Change
16. **No Waiver of Default.** No Change
17. **Sovereign Immunity Not Waived.** No Change
18. **“Force Majeure” Clause.** No Change
19. **Governing Laws.** No Change

THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, Ph.D., President Date
Louisiana State University and
Agricultural and Mechanical College

Steven Ensminger 5/13/19
Steven Ensminger Date

RECOMMENDED:

Scott Woodward
Scott Woodward, Athletic Director
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

EMPLOYEE: SE

LSU: WAW

Schedule A – Supplemental Terms for Steven Ensminger No change

Approved:

For LSU by:

F. King Alexander Ph.D., President
Louisiana State University System

By: Steven Ensminger
Steven Ensminger

EMPLOYEE: SK

LSU: WAV



Request from LSU A&M to Approve Employment Contract with James Cregg, Assistant Coach Football

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.2. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

1. Summary of the Matter

This resolution seeks approval of the proposed amendment to the employment contract for James Cregg, Assistant Coach Football. The key terms of the proposed contract are summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	3/31/2020	3/31/2021	\$475,000	\$475,000	0%

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: James Cregg, Assistant Coach Football

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with James Cregg as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract James Cregg, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2020	3/31/2021	1 Year		a
	Base Salary	\$ 475,000	\$ 475,000	\$ -	0%	a
	Supplemental Media Comp.	\$ -	\$ -	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 75,000	\$ -	0%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		
	Other					
Total Certain Compensation		\$ 475,000	\$ 475,000	\$ -	0%	c

Notes

- (a) Coach Cregg's contract amendment includes a one year extension. Automobile payment is up to \$800/month.
- (b) As per Schedule A of Coach Cregg's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.
- (c) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

Recommended

Scott Woodward
Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance
and Administrative Services/CFO

Reviewed, No Objections

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

The Employment Agreement between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), and James Cregg. (“EMPLOYEE”), dated the 1st day of January, 2018, and is hereby amended as of the 31st day of May, 2019, as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
 - B. “President”: The President of LSU.
 - C. “Athletic Director”: Director of Athletics at LSU A&M.
 - D. “Base Salary Amount”: The annual sum of Four Hundred Seventy-Five Thousand and No/100 dollars (\$475,000). The amount is pro-rated for partial years.
 - E. “Start Date”: May 1, 2019.
 - F. “End Date”: March 31, 2021.
 - G. “Program”: The intercollegiate Football program at LSU A&M.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** No Change

3. **Duties and Responsibilities.** No Change

4. **Term.** No Change

5. **Base Salary.** No Change
6. **Supplemental Compensation.** No Change
7. **Incentive Compensation.**
8. **Retirement and Fringe Benefits.** No Change
9. **Additional Revenue.** No Change
10. **Sports Camps.** No Change
11. **Termination.** No Change
12. **Retention and Return of all Materials, Records, and Other Items.** No Change
13. **Annual Leave and Overtime.** No Change
14. **Entire Contract.** No Change
15. **Amendments to Contract.** No Change
16. **Severability.** No Change
17. **No Waiver of Default.** No Change
18. **Sovereign Immunity Not Waived.** No Change
19. **“Force Majeure” Clause.** No Change
20. **Governing Laws.** No Change

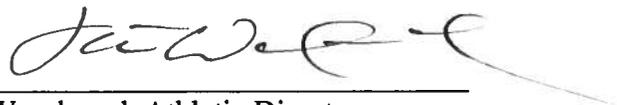
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, Ph.D., President Date
Louisiana State University and
Agricultural and Mechanical College

 _____ 5/16/19
James Cregg Date

RECOMMENDED:



Scott Woodward, Athletic Director
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

EMPLOYEE: 

LSU: Wade

Schedule A – Supplemental Terms for James Cregg No Change

Approved:

For LSU by:

F. King Alexander, Ph.D., President
Louisiana State University System

By: James Cregg
James Cregg



Request from LSU A&M to Approve Employment Contract with Gregory McMahon, Assistant Coach Football

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.2. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

1. Summary of the Matter

This resolution seeks approval of the proposed amendment to the employment contract for Gregory McMahon, Assistant Coach Football. The key terms of the proposed contract are summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	3/31/2020	3/31/2021	\$375,000	\$425,000	12%

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Gregory McMahon, Assistant Coach Football

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Gregory McMahon as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract Gregory McMahon, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2020	3/31/2021	1 Year		a
	Base Salary	\$ 375,000	\$ 425,000	\$ 50,000	12%	a
	Supplemental Media Comp.	\$ -	\$ -	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 75,000	\$ -		b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		
	Other					
Total Certain Compensation		\$ 375,000	\$ 425,000	\$ 50,000	12%	c

Notes

(a) Coach McMahon's contract includes a one year extension and salary increase. Automobile payment is up to \$800/month.

(b) As per Schedule A of Coach McMahon contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.

(c) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

Recommended

Scott Woodward
Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance
and Administrative Services/CFO

Reviewed, No Objections

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 31st day of May, 2019, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Gregory L. McMahon. (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Four Hundred Twenty-Five Thousand and No/100 dollars (\$425,000). The amount is pro-rated for partial years.
- E. “Start Date”: May 1, 2019.
- F. “End Date”: March 31, 2021.
- G. “Program”: The intercollegiate Football program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ EMPLOYEE as Assistant Coach of the Team. EMPLOYEE will report directly to the Head Coach of the Team and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

EMPLOYEE: GLM

LSU: WAP

3. **Duties and Responsibilities.** As Assistant Coach of Team, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
- D. Complying with all Governing Athletics Regulations;
- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;

- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;

- L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
 - M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
 - N. Refusing or failing to perform any duties reasonably related to EMPLOYEE's position, or refusal or unwillingness to perform such duties or comply with directions of the Head Coach of the Team or Athletic Director in good faith and to the best of EMPLOYEE's abilities.
4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to

LSU personnel policies. However, in no event will EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

6. Supplemental Compensation.

- A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including post season play.
- B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.

B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap established for such

EMPLOYEE: ELM

LSU: WJW

compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following benefits, part or all of which

may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Mobile communications device and service for business purposes;
- B. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.
- C. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. **Additional Revenue.**

A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity.

B. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation

EMPLOYEE: GUM

LSU: W&W

and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Exhibiting and/or displaying behavior, whether through verbal, non-verbal or other conduct that is insubordinate or inconsistent with EMPLOYEE's duties and responsibilities as set forth in Section 3;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings

EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

- (9) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or

other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council,

or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

- (17) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or

damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the

amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other

compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any non-head coaching employment or reason other than that defined in Section 11(C)(2)(i), above. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly

installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. EMPLOYEE shall not owe LSU any liquidated damages if EMPLOYEE terminates this Agreement to accept a collegiate head coaching position or any position in the National Football League after the conclusion of the 2019 football season.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact requiring the payment of

liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a

replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of

such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.

- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.
- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the

public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will **not** earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that he will be credited with annual

EMPLOYEE: G L M

LSU: plaw

leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

B. EMPLOYEE is required to receive authorization from Head Coach of Team (or the Head Coach's designee) prior to being absent from EMPLOYEE's usual duties and responsibilities which authorization shall not be unreasonably withheld.

14. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

15. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any

representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

16. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
17. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
18. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
19. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.
20. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or



**Request from LSU A&M to Approve Employment Contract with
Andres “Andy” Brandi, Co-Head Coach Men’s Tennis**

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed amendment to the employment contract for Andres “Andy” Brandi, Co-Head Coach Men’s Tennis. The key terms of the proposed contract are summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	6/30/2020	6/30/2021	\$175,000	\$175,000	0%

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Andres “Andy” Brandi, Co-Head Coach Men’s Tennis

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Andres “Andy” Brandi as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract Andres "Andy" Brandi, Co-Head Coach Men's Tennis

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2020	6/30/2021	1 year		a
	Base Salary	\$ 170,000	\$ 170,000	\$ -	0%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 62,900	\$ 62,900	\$ -	0%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Other					c
Total Certain Compensation		\$ 175,000	\$ 175,000	\$ -	0%	d

Notes

(a) Coach Brandi's contract amendment includes a one year extension. Automobile payment is up to \$1,000/month.

(b) Post-season incentive is based on Board Policy which allows up to 37% of base salary for team SEC and NCAA performance.

(c) Not applicable

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended

Scott Woodward
Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance
and Administration & CFO

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”) and Andres “Andy” V. Brandi (“COACH”), dated the 26th day of June 2017, and is hereby amended as of the 28th of June, 2019, as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
 - B. “President”: The President of LSU.
 - C. “Athletic Director”: The Director of Athletics at LSU.
 - D. “Base Salary Amount”: The annual sum of One Hundred Seventy Thousand Dollars (\$170,000).
 - E. “Start Date”: July 1, 2019.
 - F. “End Date”: June 30, 2021.
 - G. “Program”: The intercollegiate Men’s Tennis program at LSU A&M.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Employment.** No Change
3. **Duties and Responsibilities.** No Change
4. **Term.** No Change
5. **Base Salary.** No Change

6. **Supplemental Compensation.** No Change
7. **Incentive Compensation.** No Change
8. **Retirement and Fringe Benefits.** No Change
9. **Additional Revenue.** No Change
10. **Sports Camps.** No Change
11. **Assignment and Retirement Benefits.** No Change
12. **Termination.** No Change
13. **Retention and Return of all Materials, Records, and Other Items.** No Change
14. **Annual Leave and Overtime.** No Change
15. **Non-Assignment.** No Change
16. **Entire Contract.** No Change
17. **Amendments to Contract.** No Change
18. **Severability.** No Change
19. **No Waiver of Default.** No Change
20. **Sovereign Immunity Not Waived.** No Change
21. **"Force Majeure" Clause.** No Change
22. **Governing Law and Venue.** No Change

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, Ph.D., President Date
Louisiana State University and
Agricultural and Mechanical College



Andres "Andy" V. Brandi

6/11/19

Date

RECOMMENDED:



Scott Woodward, Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for Andres “Andy” V. Brandi No Change

Approved:

By: _____
F. King Alexander, President
Louisiana State University and
Agricultural and Mechanical College


By: _____
Andres “Andy” V. Brandi



Request from LSU A&M to Approve Employment Contract with Christopher Brandi, Co-Head Coach Men’s Tennis

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed amendment to the employment contract for Christopher Brandi, Co-Head Coach Men’s Tennis. The key terms of the proposed contract are summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	6/30/2020	6/30/2021	\$115,000	\$115,000	0%

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Christopher Brandi, Co-Head Coach Men’s Tennis

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Christopher Brandi as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract Christopher Brandi, Co-Head Coach Men's Tennis

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2020	6/30/2021	1 year		a
	Base Salary	\$ 110,000	\$ 110,000	\$ -	0%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 40,700	\$ 40,700	\$ -	0%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Other					c
Total Certain Compensation		\$ 115,000	\$ 115,000	\$ -	0%	d

Notes

(a) Coach Brandi's contract amendment includes a one year extension. Automobile payment is up to \$1,000/month.

(b) Post-season incentive is based on Board Policy which allows up to 37% of base salary for team SEC and NCAA performance.

(c) Not applicable

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended

Scott Woodward
Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance
and Administration & CFO

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”) and Christopher A. Brandi (“COACH”), dated the 26th day of June 2017, and is hereby amended as of the 28th day of June, 2019, as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
 - B. “President”: The President of LSU.
 - C. “Athletic Director”: The Director of Athletics at LSU.
 - D. “Base Salary Amount”: The annual sum of One Hundred Ten Thousand Dollars (\$110,000).
 - E. “Start Date”: July 1, 2019.
 - F. “End Date”: June 30, 2021.
 - G. “Program”: The intercollegiate Men’s Tennis program at LSU A&M.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** No Change

3. **Duties and Responsibilities.** No Change

4. **Term.** No Change

5. **Base Salary.** No Change

6. **Supplemental Compensation.** No Change
7. **Incentive Compensation.** No Change
8. **Retirement and Fringe Benefits.** No Change
9. **Additional Revenue.** No Change
10. **Sports Camps.** No Change
11. **Assignment and Retirement Benefits.** No Change
12. **Termination.** No Change
13. **Retention and Return of all Materials, Records, and Other Items.** No Change
14. **Annual Leave and Overtime.** No Change
15. **Non-Assignment.** No Change
16. **Entire Contract.** No Change
17. **Amendments to Contract.** No Change
18. **Severability.** No Change
19. **No Waiver of Default.** No Change
20. **Sovereign Immunity Not Waived.** No Change
21. **"Force Majeure" Clause.** No Change
22. **Governing Law and Venue.** No Change

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, Ph.D., President Date
Louisiana State University and
Agricultural and Mechanical College



Christopher A. Brandi Date

RECOMMENDED:



Scott Woodward, Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for Christopher A. Brandi No Change

Approved:

By: _____
F. King Alexander, Ph.D., President
Louisiana State University and
Agricultural and Mechanical College

By:  _____
Christopher A. Brandi



Request from LSU A&M to Approve Employment Contract with William Armstrong, Assistant Coach Men’s Basketball

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article VII, Section 1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

K.4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

1. Summary of the Matter

This resolution seeks approval of the proposed amendment to the employment contract for William Armstrong, Assistant Coach Men’s Basketball. The key terms of the proposed contract are summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	6/30/2019	6/30/2021	\$250,000	\$325,000	30%

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: William Armstrong, Assistant Coach Men’s Basketball

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with William Armstrong as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract

William Armstrong, Assistant Coach Men's Basketball

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2019	6/30/2021	2 Year		a
	Base Salary	\$ 250,000	\$ 325,000	\$ 75,000	30%	a
	Supplemental Media Comp.			\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 92,500	\$ 120,250	\$ 27,750	30%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Other					c
Total Certain Compensation		\$ 250,000	\$ 325,000	\$ 75,000	30%	d

Notes

(a) Coach Armstrong's previous two year contract will expire on June 30, 2019. The new contract includes a salary increase and an additional two years. Automobile payment remains the same at \$800/month.

(b) Post-season incentive is based on Board Policy which allows up to 37% of base salary for team SEC and NCAA performance.

(c) Not applicable.

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

Recommended

Scott Woodward
Athletic Director

Reviewed, No Objections

Daniel T. Layzell, Executive Vice President for Finance
and Administration/CFO

Reviewed, No Objections

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 28th day of June, 2019, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a corporate body existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and William Murray Armstrong (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Three Hundred Twenty-Fifty Thousand and No/100 (\$325,000.00) Dollars.
- E. “Start Date”: June 1, 2019.
- F. “End Date”: June 30, 2021.
- G. “Program”: The intercollegiate Men’s Basketball program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ EMPLOYEE as an Assistant Coach of the Team. EMPLOYEE will report directly to the Head Coach of the Team and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement. It is understood, however, that LSU retains the right

to assign Employee to other positions within LSU with different duties without penalty during the term of this Agreement, provided that Employee will not be assigned to any position which is not consistent with Employee's education and training. EMPLOYEE hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Assistant Coach of Team, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director;
 - B. Promoting the success of the Team and its student athletes both athletically and academically;
 - C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
 - D. Complying with all Governing Athletics Regulations;

- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, and upholding LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
 - L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU; and
 - M. Performing all other reasonable duties customarily performed by intercollegiate basketball assistant coaches of commensurate position serving other NCAA member institutions.
4. **Term.** The term (the “Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party at least thirty (30) days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies.

6. **Supplemental Compensation.** This section left intentionally blank.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the affiliated foundation.

B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be

earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the affiliated foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement law. EMPLOYEE acknowledges that no retirement contribution shall be withheld from any Supplemental Compensation or Academic Incentive Compensation, and further that LSU will not, and is not obligated to, make any EMPLOYEE contributions based upon payments other than Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the affiliated foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such affiliated foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed

from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;

- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount determined by the Athletic Director in his sole discretion, but which shall not exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds
- D. EMPLOYEE acknowledges, consents and agrees that all times applicable to his employment with LSU in which he is engaged and/or participating, directly or indirectly, in Team-related and/or LSU-related activities of any kind, EMPLOYEE shall exclusively wear and use athletic apparel and/or athletic related-apparel, including but not limited to shoes, apparel and equipment, as provided by LSU. EMPLOYEE agrees and acknowledges that in furtherance of EMPLOYEE's obligations under this Section 8.D, EMPLOYEE shall take no action or position to conflict with, or appear to conflict with, any Team, LSU, or University related third-party apparel and/or equipment contract and shall take all necessary steps to ensure EMPLOYEE's compliance with LSU related apparel and equipment contracts. To the extent any uncertainty arises as to whether EMPLOYEE's apparel or equipment activities or decisions may conflict with any third-party apparel or equipment contract with LSU, EMPLOYEE shall be obligated to consult with the Athletic Director to determine if any such conflict exists and shall take any and all necessary

steps to comply with the Athletic Director's decision related thereto. In no event shall LSU be liable to the extent EMPLOYEE fails to comply with his apparel and equipment obligations arising and/or contemplated in this Section 8.D

- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE's employment duties and Team-related activities as applicable to EMPLOYEE's employment with LSU.

9. Additional Revenue.

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaws 11.2 and 11.3, *et seq.*, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity. EMPLOYEE shall report annually to the President and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all income from sources other than LSU or affiliated foundation(s), and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. Except as provided in this Section 9, LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** Subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

Sums, if any, paid or authorized under Section 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement system contributions by EMPLOYEE or LSU or in the computation of retirement benefits payable to EMPLOYEE. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement system contributions by EMPLOYEE or by LSU or in the computation of benefits, all subject to the limitations of state retirement law.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;

- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its knowledge or consent, which will not unreasonably be withheld;
- (7) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

- (8) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (9) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (11) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (14) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known,

and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.
- (2) Liquidated damages under this Section 12.B will be the Base Salary Amount and the Supplemental Compensation Amount for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.

- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated

damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C shall be (i) fifty 50% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the

Agreement on the termination date if EMPLOYEE accepts employment in a coaching position with another Southeastern Conference basketball program; or (ii) twenty (20%) percent of the remaining guaranteed compensation due under the contract if hired for a coaching position with a basketball program outside of the Southeastern Conference. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 12.C may be waived, in the discretion of the Athletic Director, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact requiring the payment of

liquidated damages would have on recruiting and retaining other similarly-situated coaches. Liquidated damages under this Section 12.C shall be waived if EMPLOYEE accepts a Head Coach position with a Division 1 NCAA Basketball program or a coaching position with the National Basketball Association (NBA) franchise.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for

EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether

EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this sub-section shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the

parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive

relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

G. **Termination by Departure of Head Coach.** Notwithstanding any provision of, and in addition to any other causes for termination set forth in this Agreement, in the event that the current Head Coach of Team ceases to hold such position for any reason prior to June 30, 2020, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six (6) months after the last date on which the current Head Coach of Team holds such position, or on June 30, 2020, whichever length is greater, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, Team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will not earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that he will be credited with annual

leave pursuant to this Section 14. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 14.

- B. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- C. EMPLOYEE is required to receive authorization from Head Coach of Team (or the Head Coach's designee) prior to being absent from EMPLOYEE's usual duties and responsibilities.

15. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any

representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

17. **Severability**. If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
18. **No Waiver of Default**. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived**. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause**. Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.
21. **Governing Laws**. This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall only be brought in a

state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

[Signature Page Follows]

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THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

 6/12/19
William Murray Armstrong Date

RECOMMENDED:


Scott Woodward, Athletic Director
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for William Murray Armstrong

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 28, 2019, entered into between LSU and William Murray Armstrong, to which it is attached and incorporated for all purposes (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. All other provisions of the Agreement remain unchanged.

Approved:

For LSU by:

F. King Alexander, Ph.D., President
Louisiana State University System

By: *William Murray Armstrong*
William Murray Armstrong



Request from LSU Shreveport to Authorize the President to Determine an Acceptable University Purpose for Donation to the LSU Shreveport Foundation of the Spring Street Museum Property and Movable Assets

To: Members of the Board of Supervisors

Date: June 28, 2019

This is a significant board matter pursuant to the Uniform Affiliation Agreement:

6.3.2. Acquiring any immovable property

1. Summary of the Matter

The LSU Shreveport Foundation (LSUS Foundation) is preparing, through its subsidiary LSU ShreveRealty, LLC, to receive and to perpetually hold and own all of the assets associated with the Spring Street Museum, including the museum building, located at 525 Spring Street, Shreveport. The Museum is being donated by its current owner, the Colonial Dames of Louisiana. The LSUS Foundation will own the property and have the right to change its name and expand its scope. The LSUS Foundation will also become the beneficiary of the Helen Mann Memorial Fund trust, with a current value of \$1.1 million, as well as other funds associated with the Museum. However, if the LSUS Foundation should cease to operate the museum, then the building and other assets associated with the Spring Street Museum, including the Helen Mann Memorial Fund assets, would revert to the Colonial Dames.

The LSUS Foundation worked with LSUS to conduct an extensive, thorough review of all aspects of the Museum's holdings and operations. The Museum is in the candidacy process of achieving organizational accreditation with the American Alliance of Museums (AAM). The primary focus of the review was the Museum's building, built in 1861, which makes it Downtown Shreveport's oldest building. The building housed the first national chartered bank in the State of Louisiana (the original bank vault still exists within the building). The review included independent, professional reviews of the Museum's building by an architect, construction engineers, an environmental assessment engineer, and a real estate appraiser. The building, valued at \$145,000, was found to be in good condition, primarily because of over \$200,000 of improvements made to the building when it was temporarily owned by the State of Louisiana between November 16, 2010 and March 13, 2017.

The Colonial Dames are seeking to transfer the Museum and building because their membership is aging and many of their younger generation family members no longer reside in Shreveport and/or are significantly focused on work and family.

Acquisition of the Museum will provide a number of benefits to LSUS:

- It will enable LSUS to acquire a cultural crown jewel of Shreveport, including its associated National Historic Building that is prominently located in Downtown Shreveport (Shreveport's oldest downtown building, circa 1861).
- It is consistent with the "Advancing Arts and Culture" strategic theme of both the LSU Strategic Plan 2025 (and the LSU Major Campaign) and LSUS Strategic Plan.
- Faculty and students of the College of Arts and Sciences are already highly involved with the Museum, including faculty providing lectures and assigning student-learning projects and student internship opportunities. Going forward, even more LSUS faculty and students are likely to be involved in academic areas such as digital animation, computer science, marketing and tourism, ,

and even, potentially, Museum Studies courses to connect the Spring Street Museum with other museums and historic collections to advance arts and culture within the region.

- The Museum links, aligns, and integrates well with the University's existing cultural assets that include Red River [Public] Radio, the Northwest Louisiana Archives, the Noel Collection, and the Pioneer Heritage Center.
- It will be a magnet in helping LSUS to attract other educational and cultural institutions to join the University in the creation of the Northwest Cultural Trail, hopefully to include the Louisiana State Exhibit Museum, Southern University-Shreveport, the (Shreveport) Multicultural Center of the South, and the forthcoming Galilee Civil Rights Museum.

Under the Uniform Affiliation Agreement, the Board must find an Acceptable University Purpose for LSUS Foundation to acquire immovable property and related assets. This resolution is to delegate to the President (as provided for in section 6.3 of the Uniform Affiliation Agreement) authority to determine the Acceptable University Purpose for this LSUS Foundation transaction.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The projected first-year profit & loss statement is included with Attachment II.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

The University's Office of General Counsel will review all documents before execution.

6. Parties of Interest

The following parties have an interest in and/or are involved with this transaction.

LSUS Foundation
Colonial Dames of Louisiana, Shreveport Chapter

7. Related Transactions

None.

8. Conflicts of Interest

None known.

ATTACHMENTS

- I. Transmittal Memo
- II. Spring Street Museum Project Overview and Summary

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Shreveport Foundation or its subsidiary to accept the donation of immovable property and other assets associated with the Spring Street Museum located in Shreveport, Louisiana.



CAMPUS CORRESPONDENCE

To: F. King Alexander, President of LSU
Finance & Administration / CFO

Date: June 18, 2019

Through: Daniel T. Layzell, Executive Vice President for
Finance & Administration / CFO

Through: Tony Lombardo, Associate Vice President for
Facilities & Property Oversight

From: Patrick H. Martin, V, Assistant Vice President for
Real Estate, Public Partnerships, and Compliance

A handwritten signature in blue ink, appearing to read 'P. H. Martin, V', is written over the 'From:' field.

Re: Board of Supervisors Agenda, June 28, 2019
Request from LSU Shreveport to Authorize the President to Determine an Acceptable
University Purpose for Donation to the LSU Shreveport Foundation of the Spring Street
Museum Property and Movable Assets

This board item authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Shreveport Foundation to accept the donation of immovable property and movable assets of the Spring Street Museum located in Shreveport, Louisiana. The attached submission was prepared in reliance on information provided by LSUS which has not been independently reviewed by this office.

I recommend that this item be included on the agenda for the June 28, 2019 Board of Supervisors meeting.



April 30, 2019

**Request from LSU Shreveport for Permission for the LSU Shreveport Real Estate Foundation
To Receive as a Gift
All of the Assets of the Spring Street Museum (of Shreveport)**

Request from LSU Shreveport

LSU Shreveport and the LSU Shreveport Foundation jointly request that the LSU Board of Supervisors permit LSUS Realty, LLC, a single-member Louisiana limited liability company (its single member is the LSU in Shreveport Foundation, Inc.), to receive and to perpetually hold and own all of the assets associated with the Spring Street Museum, including the museum building, located at 525 Spring Street, Shreveport, subject to the following reversion right: ***The name of the Museum may be changed and its scope expanded. However, if LSUS/LSUS Foundation should decide to no longer operate the Spring Street Museum (by this or a subsequent name) then the remaining assets associated with the Spring Street Museum, including the museum building and the Helen Mann Memorial Fund assets, would revert to the Colonial Dames of Louisiana.***

It is proposed that LSUS/LSUS Foundation/LSUS Realty, LLC receive the Spring Street Museum on July 1, 2019 subject to the final review and approval of key legal documents by the LSU General Counsel, or his assign.

Opportunity for another Crown Jewel for LSU Shreveport

“Advancing Arts and Culture” is one of the five “Strategic Themes” of both the new LSU Strategic Plan 2025 (and the LSU Major Campaign) and LSUS Strategic Plan.

The Shreveport Chapter of the Colonial Dames of Louisiana contacted LSU Shreveport in May, 2018 to inquire whether the University would consider receiving as a gift all of the assets associated with the Spring Street Museum, including the museum building. LSUS happily agreed to consider the request.

The Colonial Dames are motivated to transfer the Museum/building because their membership is aging and many of their younger generation family members no longer reside in Shreveport and/or are significantly focused on work and family.

The opportunity for LSU Shreveport to acquire the Spring Street Historical Museum is important to the University’s future for the following reasons:

- It will enable LSUS to acquire a cultural crown jewel of Shreveport, including its associated National Historic Building that is prominently located in Downtown Shreveport (Shreveport’s oldest downtown building, circa 1861).
- It is consistent with the **“Advancing Arts and Culture”** strategic theme of both the LSU Strategic Plan 2025 (and the LSU Major Campaign) and LSUS Strategic Plan.
- Faculty and students of the College of Arts and Sciences are already highly involved with the Museum, including faculty providing lectures and assigning student-learning projects and student internship opportunities. Going forward, even more LSUS faculty and students are likely to be involved in academic areas such as digital animation, computer science, marketing and tourism, , and even, potentially, Museum Studies courses to connect the Spring Street Museum with other museums and historic collections to advance arts and culture within the region.
- The Museum links, aligns, and integrates well with the University’s existing cultural assets that include Red River [Public] Radio, the Northwest Louisiana Archives, the Noel Collection, and the Pioneer Heritage Center.
- It will be a magnet in helping LSUS to attract other educational and cultural institutions to join the University in the creation of the Northwest Cultural Trail, hopefully to include the Louisiana State Exhibit Museum, Southern

University-Shreveport, the (Shreveport) Multicultural Center of the South, and the forthcoming Galilee Civil Rights Museum.

Overview of the Proposal Review Process

The LSU Shreveport Foundation joined with LSUS to conduct a very extensive, thorough review of all aspects of the Museum's holdings and operations. The Museum is in the candidacy process of achieving organizational accreditation with the American Alliance of Museums (AAM). The primary focus of the review was the Museum's building, built in 1861, which makes it Downtown Shreveport's oldest building. The building housed the first national chartered bank in the State of Louisiana (the original bank vault still exists within the building). The review included independent, professional reviews of the Museum's building by an architect, construction engineers, an environmental assessment engineer, and a real estate appraiser. The building, valued at **\$145,000**, was found to be in good condition, primarily because of over \$200,000 of improvements made to the building when it was temporarily owned by the State of Louisiana between November 16, 2010 and March 13, 2017.

What LSU Shreveport Will Receive

If permission is granted, LSUS/LSUS Foundation will acquire the following current assets of the Spring Street Museum:

1. Outright ownership of the:
 - a. Museum building located at 525 Spring Street, Shreveport, LA. Appraised value: **\$145,000**. This value excludes artifacts, display cases, and other contents of building. The building will be held and owned by the **LSUS Realty, LLC**, a single-member Louisiana limited liability company (its single member is the LSU in Shreveport Foundation, Inc.).
 - b. Displays and content of the Museum. Estimated value: In excess of **\$100,000**. The displays and content will be held and owned by the LSUS Foundation.
2. To help sustain the Spring Street Museum, LSUS/LSUS Foundation will become the sole beneficiary of the:
 - a. **Helen Mann Memorial Fund Committee, Inc.**, a Louisiana nonprofit corporation. Value as of March 31, 2019: **\$1,104,794**.
 - i. LSUS Foundation will control three of the five board seats.
 - ii. The trust fund is invested but not endowed.
 - b. **Friends of the Spring Street Historical Museum**, a Louisiana nonprofit corporation and a 501(c)(3) tax exempt entity.
 - i. The Friends have two dedicated accounts at Red River Bank/Shreveport:
 1. Checking: Approximately **\$41,000**.
 2. Money Market: Approximately **\$103,000**.
 - ii. Going forward the LSUS Foundation will control three of nine board seats.
 - iii. The Colonial Dames Chapter of Shreveport will separately continue to exist and support the Spring Street Museum (there are currently 91 dues-paying members). We envision their continuing role to be similar to the Friends of Red River Radio, to provide continuing personal and possibly financial support.

Alignment of the Request to LSU and LSUS Strategic Plans

As previously stated, "Advancing Arts and Culture" is one of the five "Strategic Themes" of both the new LSU Strategic Plan 2025 (and the LSU Major Campaign) and LSUS Strategic Plan.

LSUS has two distinguished faculty members, **Dr. Gary Joiner** and **Dr. Cheryl White**, who have been extensively involved with the Spring Street Museum both professionally and with students, through student internships. **Dr. White** is currently assisting LSUS in the consideration of the Spring Street Museum. LSUS will create a new faculty leadership position focused on helping LSUS to link its cultural assets both internally and with the greater region, and to grow and enhance academic programming connected to the Museum.

The Spring Street Museum closely aligns with and complements existing LSUS entities already supporting arts and culture. These include:

- The **LSUS Northwest Louisiana Archives**, which contains over 1,100 individual collections relating to the history and culture of the region from its earliest settlements to the present.

- **LSUS Red River Radio**, the regional public radio station for northwest Louisiana, southern Arkansas, eastern Texas, and the southeastern corner of Oklahoma.
- **The Noel Collection**, the largest private collection of antiquarian books in the United States.
- **The Pioneer Heritage Center**, comprised of seven plantation structures, interprets the unique culture and social history of northwest Louisiana from the 1830's to the end of the 19th Century. Over 4,000 K-12 students interact with the Center each year (who will now be introduced to the Spring Street Museum).

Overview of the Spring Street Museum

The Spring Street Museum is located in a highly prominent sector of Downtown Shreveport (that will provide LSU Shreveport with an important, highly visible presence (similar to Southern University-Shreveport's downtown presence).

The Museum has been on the National Register of Historical Places since 1979. The building housing the museum is one of Shreveport's oldest buildings and retains its original interior and exterior. The building was carefully restored and has retained the original cast iron-grillwork gallery, the original painted iron vault door, and the original wooden floors and molding.

The Spring Street Museum in Shreveport opened in 1977. The museum's large collection of artifacts includes: vintage clothing dating back to 1835, antique toys, firearms and swords, plantation records, photographs, antique maps, Persian rugs, and original 18th and 19th century furniture, accessories, and paintings. Revolving exhibits on the first floor highlight many of the objects found in the museum's collection. The second-floor Victorian parlor is a step back in time to the late 1870s and 1880s.

The Museum has two part-time employees who will continue with the Museum, along with some current volunteer workers. The Museum is in the candidacy process of achieving organizational accreditation with the **American Alliance of Museums (AAM)** (there is currently only one Shreveport museum with AAM accreditation).

Third Party Consultant Reviews of the Spring Street Museum Building

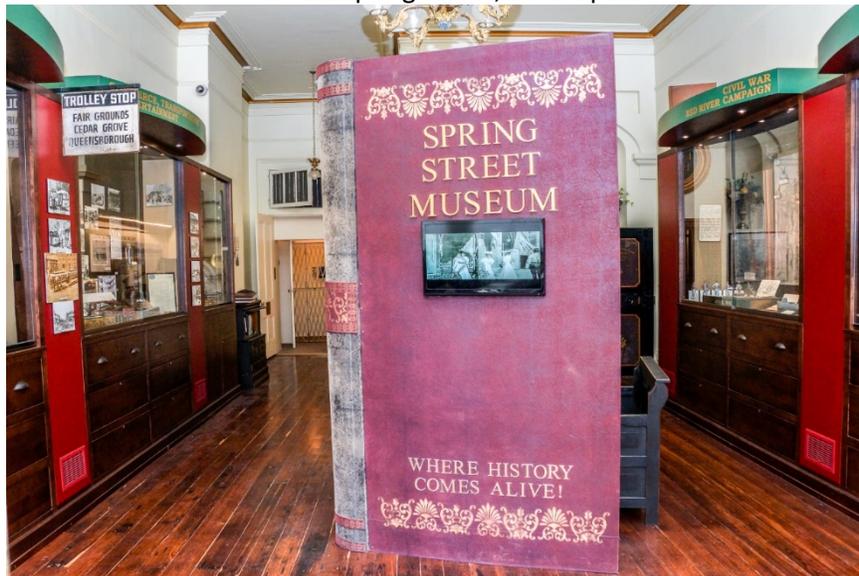
LSUS and/or the LSUS Foundation engaged the following professional consultants to perform reviews of the Spring Street Museum building:

1. **Architectural review**- An initial informal architectural review was provided by Sutton Beebe Babin Architects, LLC.
2. **Consulting engineers**- John J. Guth Associates, Inc. issued a 50+ page report on 10/8/18. Finding: the existing mechanical and electrical condition of the building is sound. No major structural issues were identified. Primarily because of the infusion of nearly \$200,000 dollars by the State of Louisiana during its term of ownership, the building was found to be in overall good condition "with a few deferred maintenance issues."
3. **Real estate appraisal**- Adcock Appraisal Group issued a 51-page appraisal report on 3/20/19. Finding: "The building ... appears to be in good condition overall." Appraised value: \$145,000.
4. **Legal review**- Preliminary legal review of the building's title was provided by Mr. Steve Yancey in his personal professional capacity (Mr. Yancey is a senior partner of the Shreveport law firm of Cook, Yancey, King & Galloway).

Pictures of the Spring Street Museum



Exterior: Spring Street, Shreveport



Interior: First Floor of the Spring Street Museum



Interior: Second Floor of the Spring Street Museum

LSU Shreveport Support for the Recommendation

The question of whether LSU Shreveport should acquire the Spring Street Museum was thoroughly vetted within the University community. The process was comprehensive, inclusive, and open. There was input and strong support from all university sectors and persons (no significant opposition was ever expressed). The proposal was unanimously approved by the LSUS Planning Council (LPC) on March 8, 2019. The LPC membership includes the Presidents of the Faculty Senate, Staff Senate, and Student Government Association.

Prior to the LPC vote on 3/8/19, the following happened:

1. Seven open campus meetings were held, including one open to all LSUS faculty and one open to all CBE&HD staff. No objections were raised in any meeting.
2. The Presidents of the Faculty Senate, Staff Senate, and Student Government Association each declared full support from his/her respective organization (with no objections).
3. Chancellor Larry Clark set forth his expectations of fundamental matters to be pursued should the Museum be acquired:
 - a. The Museum must be effectively integrated into and support the University's strategic goals and academic programs.
 - b. LSUS must better link, align, and leverage its cultural and historical resources and collections, both within and in collaboration with others outside the University, to more effectively tell all of the cultural and historic stories of Northwest Louisiana.
 - c. LSUS must develop a strategic academic plan of how to better leverage our great resources and collections to enhance academic programs, better support students and faculty, and grow enrollment.
 - d. LSUS should reach out to potential important partners of this region, including SUSLA, the Louisiana State Exhibit Museum, the Multicultural Center of the South, and the forthcoming Civil Rights Museum at the Old Galilee Church, to explore the establishment of the **Northwest Louisiana Cultural Trail**.
 - e. A LSUS faculty champion should be identified and empowered to lead the University's efforts to achieve the above matters.

LSU Shreveport Foundation Support for the Recommendation

On March 26, 2019, the LSU Shreveport Foundation Board of Directors considered the possibility of the LSUS/LSUS Foundation receiving the Spring Street Museum. At this meeting, the Board reviewed the following:

1. Its previous meetings and actions associated with the question of acquisition of the Museum.
2. The recommendations from the University (the unanimous vote of the LSUS Planning Council and the recommendation from Chancellor Clark).
3. The input from the engaged professional consultants concerning the Spring Street Museum.

The LSUS Foundation Board of Directors, by unanimous vote, agreed to the following:

1. That the LSU Shreveport Foundation join LSUS to accept the proposal from the Shreveport Chapter of the Colonial Dames of Louisiana for LSUS and the LSUS Foundation, through LSUS Realty, LLC, to receive and to perpetually hold and own all of the assets associated with the Spring Street Museum, including the museum building.
2. That the LSU Shreveport Foundation accept the proposed reversion right: The name of the Museum may be changed and its scope expanded. However, if LSUS/LSUS Foundation should decide to no longer operate the Spring Street Museum (by this or a subsequent name) then the remaining assets associated with the Spring Street Museum, including the museum building and the Helen Mann Memorial Fund assets, would revert to the Colonial Dames of Louisiana.

The LSUS Foundation joins LSU Shreveport in requesting the approval by the LSU Board of Supervisors to permit the acquisition of the Spring Street Museum to occur on July 1, 2019, subject to the final review and approval of key legal documents by the LSU General Counsel, or his assign.

Financial Situation

The LSUS/LSUS Foundation will have sole beneficiary status of the:

1. Helen Mann Foundation Trust. Current value: **\$1,104,794**.
 - a. LSUS Foundation will control three of the five board seats.
 - b. The trust fund is invested but not endowed.
 - c. The Museum's 2019 operating budget continues to be balanced without the need of using either corpus or interest from the corpus.
2. Friends of the Spring Street Museum Fund.
 - a. Current fund value: **\$144,000**.
 - b. LSUS Foundation will control three of nine board seats.
 - c. The Colonial Dames Chapter of Shreveport will separately continue to exist and support the Spring Street Museum (there are currently 91 dues paying members).

Attached is a first-year profit and loss projection for the Museum. It includes a number of one-time transition costs that are expected to be covered by a one-time \$25,000 gift from the Wolfe Foundation. The projection is very conservative on revenue. LSUS expects greater revenue than shown because of expected continued member support (currently over 90 members) and continued other gifts and contributions (the Museum has received over \$130,000 as gifts over the past two years). LSUS has received a continuing \$10,000/year commitment from the Wolfe Foundation to LSUS to help in the administration and marketing of the Spring Street Museum. A one-time \$50,000 contribution from the LSUS Foundation will be held in reserve for special needs.

Attachment: Projected First-Year Profit & Loss Statement

SPRING STREET MUSEUM		
PROFORMA PROFIT & LOSS STATEMENT		
	ProForma	
	07/01/19--06/30/20	
REVENUE:		
General Revenue		
General Donations	\$ 2,500.00	
On-Site Donations	\$ 500.00	
Fees/Donations from Lecture Series	\$ 500.00	
Parish Taceaux Fundraiser	\$ -	
Eventbrite	\$ -	
Helen Mann Fund	\$ 14,000.00	
Give for Good - General Donations	\$ 4,300.00	
Anonymous Donation		
Wolfe Foundation	\$ 25,000.00	
LSUS (In support of Oversight & Management of the University's Cultural & Historic Enrichment)	\$ 30,000.00	
Community Foundation	\$ 1,000.00	
Colonial Dames	\$ 200.00	
Memberships	\$ 4,500.00	
Museum Rentals	\$ 2,000.00	
Total General Revenue	\$ 84,500.00	
TOTAL REVENUE		\$ 84,500.00
EXPENSES:		
Operating Expenses		
Curator	\$ 27,500.00	
Director	\$ 18,100.00	
Faculty Stipend	\$ 10,000.00	
Cleaning	\$ 1,500.00	
Cleaning Supplies	\$ 200.00	
Moreman & Moore Insurance	\$ 4,500.00	
Telephone & Internet	\$ 2,000.00	
Electricity	\$ 4,300.00	
Water	\$ 325.00	
Extermination	\$ 480.00	
Security	\$ 1,260.00	
Total Operating Expenses	\$ 70,165.00	
General Expenses		
Membership Fees & Subscriptions	\$ 50.00	
Postage	\$ 150.00	
Board Expenses	\$ 300.00	
MAP Committee & Expenses	\$ 1,400.00	

Legal Services	\$ 1,500.00	
Accounting Services	\$ -	
Office Supplies/Printing	\$ 400.00	
Software	\$ -	
Building Maintenance Supplies	\$ 150.00	
Equipment	\$ -	
Bank Fees	\$ -	
Fire Extinguisher Inspection	\$ 75.00	
Web Hosting	\$ 100.00	
Lecture Series & Honorarium	\$ 250.00	
Miscellaneous	\$ 50.00	
Appreciation/Gifts	\$ -	
Total General Expenses	\$ 4,425.00	
Fundraising Expenses		
Give for Good	\$ 20.00	
Newsletter	\$ 690.00	
Membership Mailing	\$ 450.00	
Total Fundraising Expenses	\$ 1,160.00	
Refurbishing/New Technology		
Signage	\$ -	
New Website Design	\$ -	
Map & Picture Framing	\$ 3,500.00	
Collection Refurbishment	\$ 250.00	
Cabinetry	\$ -	
Cabinets Upstairs	\$ -	
Total Refurbishing/New Technology	\$ 3,750.00	
Repair Work		
Water Leak	\$ -	
Various	\$ 5,000.00	
Total Repair Work	\$ 5,000.00	
TOTAL EXPENSES		\$ 84,500.00
NET INCOME/(LOSS)		\$ 0



Request from LSU A&M to Authorize the President to Execute a Cooperative Endeavor Agreement with LSU Research Foundation regarding the Louisiana Emerging Technology Center, the Louisiana Digital Media Center and the Innovation Park

To: Members of the Board of Supervisors

Date: June 28, 2019

This is a significant board matter pursuant to Article VII, Section 8 of the Board's Bylaws:

- C.3. The lease of any immovable property.
- E.1. Any contract or series of related contracts for the construction, renovation or other capital improvement of buildings or other immovable property of the Board where the construction cost is projected to be greater than \$1 million.
- H.2. Any contract or series of related contracts that is a Cooperative Endeavor Agreement for which approval by the Joint Legislative Committee on the Budget is required pursuant to applicable state law, including, but not limited to La. R.S. 39:366.11, and any joint ventures, partnerships, and similar agreements.

1. Summary of the Matter

In August 2003, the Board and the LSU Research Foundation (successor to LSU Research and Technology Foundation) (the "LSURF") entered into a lease and agreement for the construction of the Louisiana Emerging Technologies Center (the "LETC") on the campus of Louisiana State University and Agricultural and Mechanical College ("LSU") at the northwest intersection of South Stadium and Parker Drives (the "Original Lease"), pursuant to which the LSURF constructed the LETC, which is a 60,000 square foot wet-lab incubator, with funds provided by the State of Louisiana to house new and emerging companies dependent on university research and/or university technologies. Construction of the LETC, which is owned by the LSURF, was performed in phases, with Phase I completed in November 2005 and Phase IV completed in November 2009.

The foregoing agreement was amended and restated in May 2011 to provide for the lease and agreement for the construction of the Louisiana Digital Media Center (the "LDMF" and, together with the LETC, the "Facilities") adjacent to the LETC (the "Amended Lease") in order to further the goals of a July 2008 cooperative endeavor agreement between LSU, the State of Louisiana, the Louisiana Department of Economic Development and the City of Baton Rouge/Parish of East Baton Rouge (the "2008 CEA") for the stated purpose of promoting the development of the digital interactive media industry in the State and encouraging technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, including assistance from the State to the LDMF in the form of support payments (for the tenancy of Electronic Arts, Inc. ("EA")) averaging approximately \$465,000 annually, which 2008 CEA terminated in June 2018. Construction of the LDMF, which was initially owned by the LSURF and subsequently donated to LSU in September 2013, was completed in January 2013. EA moved into space in the LDMF in February 2013, which space it still currently occupies. Simultaneously with the donation of the LDMF to LSU, the LSURF assigned its lease to EA of space therein to LSU, and LSU and the LSURF entered into a cooperative endeavor agreement pursuant to which the LSURF operates and manages the Facilities (the "2013 CEA").

In July 2016, LSURF engaged TUFF LSU Management LLC, a subsidiary of The University Financing Foundation, Inc., to operate and manage the Facilities on its behalf, as well as to provide business and master planning services with respect to the Facilities and the LSU Innovation Park.

Each of the Amended Lease and the 2013 CEA terminates, if not earlier terminated in accordance with its terms, on August 21, 2053. The Cooperative Endeavor Agreement will also terminate, if not earlier terminated in accordance with its terms, on August 21, 2053.

LSU and the Research Park Corporation ("RPC") jointly funded a study by Emergent Method, which culminated in the Baton Rouge Entrepreneurship Ecosystem Assessment dated March 2019 (the "Ecosystem Assessment"), reflecting a comprehensive assessment of possible synergies within the Baton Rouge area entrepreneurship ecosystem, with a specific focus on the highest and best use of resources and efforts involving the RPC, the LETC and LSU's Innovation Park.

In light of the foregoing, including, without limitation, the termination of the support payments from the State under the 2008 CEA and the Ecosystem Assessment, LSU believes that it is in its own best interest and in the best interests of the tenants of the Facilities to combine, modernize, streamline and amend and restate the obligations of LSU and the LSURF under the Amended Lease and the 2013 CEA, as well as include additional obligations relating to the Innovation Park in an effort to implement recommendations of the Ecosystem Assessment regarding the LETC and the Innovation Park, into one comprehensive Cooperative Endeavor Agreement (the "Cooperative Endeavor Agreement"), which provides for, among other things (i) the continuation of the existing ground lease to the LSURF of the portion of the LSU campus on which the LETC is located, (ii) the management and operation (including comprehensive leasing and tenant services) and maintenance and repair by the LSURF of the LETC and the LDMF, (iii) the lease by the LSU Board to LSURF of space in the LDMF occupied by EA and certain space not otherwise occupied by CCT or other LSU programs, with a simultaneous assignment to the LSURF of the lease with EA, (iv) the construction by LSURF of approximately \$2 million in buildout improvements to the first and third floors of the LETC to be funded by LSU to accommodate the ongoing expansion of LSU Online and attract desired tenants, (v) the continuation of collaborative efforts to use and occupy the LETC and LDMF to encourage new and emerging companies dependent upon university research and/or university technologies, to encourage technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, to attract faculty capable of obtaining research grant funding and to attract students in the disciplines of science, technology, engineering and math, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State and (vi) new collaboration as to LSU's Innovation Park regarding scientific investigation and startup business assistance through technology and business innovation to bring new technologies and products to market, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State.

Pursuant to the Cooperative Endeavor Agreement, the LSURF will collect all rental and other revenues generated by the Facilities and will use those revenues, together with a monthly use support payment from LSU in the amount of \$50,000, to operate, manage, maintain and repair the Facilities, including the establishment of a maintenance reserve fund. LSU will be required to maintain property insurance on the Facilities under its master property insurance program and the Foundation will be required to procure all other required general commercial liability insurance coverages. LSU will, at its expense, provide all utilities necessary for the operation of the Facilities, which utilities will be metered and the costs of which will be accounted for by LSU as

"in-kind" services provided by LSU to the Foundation in the annual accounting reconciliation prepared in accordance with the provisions of LSU's Uniform Affiliation Agreement with the LSURF and the requirements of La. R.S. 17:3390. Furthermore, at the request of the LSURF, LSU may, in the LSU Representative's sole and unfettered discretion, but is in no way obligated to, provide other "in-kind" services in connection with the repair and maintenance of the Facilities, the costs of which will also be accounted for by LSU in the same manner as the utilities.

LSU has determined that it meets the legal requirements for a cooperative endeavor agreement in that (i) the obligations of LSU under the Cooperative Endeavor Agreement comport with its governmental purpose, (ii) the expenditures and transfers by LSU under the Cooperative Endeavor Agreement are not gratuitous in light of the reciprocal obligations of the Foundation thereunder and (iii) LSU, the City and the State will receive value under this Agreement at least equivalent in value to the expenditure or transfer of public assets by LSU under the Cooperative Endeavor Agreement. In addition to the monetarily quantifiable benefits LSU expects to enjoy, LSU and the Baton Rouge community and the State of Louisiana as a whole will also receive immeasurable value from building our technology and digital media resumes, providing educational and employment opportunities to Louisiana citizens, encouraging new and emerging companies dependent upon university research and/or university technologies, encouraging technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, attracting faculty capable of obtaining research grant funding and to attract students in the STEM disciplines, and promoting the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement, all of which facilitates economic development in the State.

In connection with all of the foregoing, LSU will need to name and appoint the directors of the governing board of LSURF in accordance with LSURF's Articles of Incorporation.

2. Review of Business Plan

In light of various factors, including the Ecosystem Assessment, the termination of the support payments from the State under the 2008 CEA and ease of administration, the Cooperative Endeavor Agreement is being structured as an amendment and restatement of the existing Amended Lease and 2013 CEA to provide for better efficiencies in the management, operation, maintenance and repair of the Facilities, provide for additional capital improvements to the LETC, and more specifically detail the collaborative efforts for the use and occupancy of the Facilities, as well as add collaborative efforts for further development, use and occupancy of the Innovation Park.

The intent of the parties is that the Facilities and their programs will ultimately be self-sustaining, although it is expected to take several years to achieve that goal.

While the agreement requires a one-time, approximately \$2 million payment from LSU for the purpose of making buildout improvements to the LETC to accommodate the ongoing expansion of LSU Online and also attract additional tenants of the type envisioned for the Facilities, as well as the provision of \$50,000 monthly for the operation, management, maintenance and repair of the Facilities and all utilities necessary to operate the Facilities, LSU projects that this revamped public-private partnership will result in increased lease-up/utilization of the Facilities in accordance with the stated purposes thereof and a corresponding increase of the revenues derived from the Facilities and the Innovation Park due the ability of the LSURF to work with the private sector to more quickly identify and engage desired tenants and the necessary service providers and respond, both financially and physically, to tenant and Facilities issues, all of which will

enable the LSURF to both (i) provide the services required by the Cooperative Endeavor Agreement, and (ii) pay off its existing accrued liabilities as identified in Exhibit E hereto (other than the line item identified in Exhibit E as legal fees, which will be paid by the LSU campus(es) that incurred such fees).

3. Fiscal Impact

Under the 2013 CEA, LSU was obligated to provide to the LSURF up to \$750,000 annually (until the termination of the 2008 CEA, derived in part by LSU from the support payments by the State for the LDMF for the benefit of EA) for the operation, management, maintenance and repair of the Facilities in the event revenues derived by LSU and the LSURF from the Facilities were insufficient for such purposes. Under the new Cooperative Endeavor Agreement, the LSURF will collect all revenues generated by the Facilities and use such revenues (projected to be \$350,000-\$400,000 annually once the Facilities are fully leased at market rate), together with the \$50,000 monthly use support payment by LSU (\$600,000 annually), for the benefit of the Facilities pursuant to an annual operating budget approved by the LSU Representative. LSU is required to maintain property insurance coverage on the Facilities through its master property insurance program. LSU will also provide as "in-kind" services all utilities required to operate the Facilities, which will be considered part of the operational costs of the campus. LSU may, at its option, but is not obligated to, provide other "in-kind" services in connection with maintenance and repair of the Facilities as requested by the LSURF.

4. Review of Legal Documents

Legal documents have been drafted by LSU outside counsel Tracy Morganti of Breazeale, Sachse & Wilson, L.L.P., and reviewed by: (1) LSU Assistant General Counsel Trey Jones, (2) Dan Layzell, LSU's Executive Vice President for Finance and Administration and CFO, (3) Tony Lombardo, LSU's Associate Vice President for Facility and Property Oversight and (4) Donna Torres, LSU's Associate Vice President for Accounting Services.

5. Parties of Interest

The following parties have an interest in and/or are involved with this transaction.

LSU Research Foundation
TUFF LSU Management LLC (engaged by LSURF as property manager and consultant)

6. Related Transactions

None

7. Conflicts of Interest

None.

8. Exhibits

- A. Draft Cooperative Endeavor Agreement
- B. Amended and Restated Agreement for Lease of Property for Construction of the Louisiana Emerging Technologies Center and the Louisiana Digital Media Facility

entered into May 11, 2011 (but effective August 27, 2003) between the Board and the LSURF.*

- C. Cooperative Endeavor Agreement dated as of September 27, 2013, and First Amendment to Cooperative Endeavor Agreement dated June 27, 2016, between the Board and the LSURF.*
- D. Outstanding Liabilities of LSURF in connection with the Facilities
- E. Pro Forma Summary of Revenues and Expenses

* Note that items 8.B. and 8.C. will be amended and restated by the proposed new Cooperative Endeavor Agreement.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "LSU Board") does hereby authorize Dr. F. King Alexander, President of Louisiana State University, or his designee, acting on behalf and in the name of the LSU Board, and in consultation with general counsel, to execute and deliver a Cooperative Endeavor Agreement with the LSU Research Foundation (the "LSURF"), to provide for, among other things (i) the continuation of the existing ground lease to LSU Research Foundation (the "LSURF") of the portion of the campus of Louisiana State University and Agricultural and Mechanical College ("LSU") on which the Louisiana Emerging Technology Center (the "LETC"), which is owned by the LSURF, is located, (ii) the management (including comprehensive leasing and tenant services), operation, maintenance and repair by the LSURF of the LETC and the Louisiana Digital Media Facility (the "LDMF"), which is owned by the LSU Board, (iii) the lease by the LSU Board to LSURF of space in the LDMF occupied by EA and certain space not otherwise occupied by CCT or other LSU programs, with a simultaneous assignment to the LSURF of the lease with Electronic Arts, Inc. ("EA"), (iv) the construction by LSURF of approximately \$2 million in buildout improvements to the first and third floors of the LETC to be funded by LSU, (v) the continuation of collaborative efforts to use and occupy the LETC and LDMF to encourage new and emerging companies dependent upon university research and/or university technologies, to encourage technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, to attract faculty capable of obtaining research grant funding and to attract students in the disciplines of science, technology, engineering and math, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State and (vi) collaboration as to LSU's Innovation Park regarding scientific investigation and startup business assistance through technology and business innovation to bring new technologies and products to market, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State, with such agreements, as well as any subsequent amendments thereto, to contain the terms and conditions that the President deems to be in the best interest of LSU;

BE IT FURTHER RESOLVED that the Board authorizes counsel to the Board to submit, on behalf of the Board, the Cooperative Endeavor Agreement for consideration by the Joint Legislative Committee on the Budget, in the event such submittal is so required; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby find an acceptable university purpose, pursuant to the terms of the Uniform Affiliation Agreement between the Board and the LSURF, to execute and deliver the Cooperative Endeavor Agreement, with the final terms and conditions of such Cooperative Endeavor Agreement subject to the approval of Dr. F. King Alexander, President of LSU, or his designee; and

BE IT FURTHER RESOLVED that prior to final agreement execution, Dr. F. King Alexander, President of Louisiana State University and Agricultural and Mechanical College, will notify the Board Chair, Chair-Elect, Immediate Past Chair, and the chair of the appropriate Board Committee of the final terms of the Cooperative Endeavor Agreement authorized by this Resolution; and

BE IT FURTHER RESOLVED that the LSU Board does hereby authorize Dr. F. King Alexander, President of Louisiana State University, acting on behalf and in the name of the LSU Board, and in consultation with general counsel, to name and appoint the directors of LSURF pursuant to the Articles of Incorporation thereof.

EXHIBIT A

Draft Cooperative Endeavor Agreement

EXHIBIT B

Amended and Restated Agreement for Lease of Property for Construction of the Louisiana Emerging Technologies Center and the Louisiana Digital Media Facility entered into May 11, 2011 (but effective August 27, 2003) between the Board and the LSURF

EXHIBIT C

Cooperative Endeavor Agreement dated as of September 27, 2013, and First Amendment to Cooperative Endeavor Agreement dated June 27, 2016, between the Board and the LSURF

EXHIBIT D

Outstanding Liabilities of LSURF in connection with the Facilities

EXHIBIT E

Pro Forma Summary of Revenues and Expenses

COOPERATIVE ENDEAVOR AGREEMENT

by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

and

LSU RESEARCH FOUNDATION

dated effective June 21, 2003

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EXHIBIT A - DESCRIPTION OF THE LAND

EXHIBIT B - DESCRIPTION OF LDMF FOUNDATION LEASED SPACE AND LDMF LSU SPACE

EXHIBIT C - DESCRIPTION OF LETC SHELL SPACE IMPROVEMENTS

EXHIBIT D - COPY OF ANCHOR TENANT LEASE

EXHIBIT E - MEMORANDUM OF LEASE

COOPERATIVE ENDEAVOR AGREEMENT

THIS **COOPERATIVE ENDEAVOR AGREEMENT** (as amended, modified or supplemented from time to time, the "*Agreement*") is made and entered into as of _____, 2019 (the "*Delivery Date*"), but shall effective the Effective Date (defined herein), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana ("*LSU*"), represented herein by F. King Alexander, its duly authorized President, and the LSU Research Foundation, a Louisiana nonprofit corporation (the "*Foundation*"), represented herein by Tony Lombardo, its duly authorized Interim Chief Executive Officer. Each of LSU and the Foundation are referred to, individually, as a "*Party*" and, collectively, as the "*Parties*").

RECITALS

WHEREAS, the Foundation is organized exclusively for charitable, educational and scientific purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended, and is affiliated with LSU in accordance with La. R.S. 17:3390 with a principal purpose of supporting the programs, facilities and research and educational opportunities offered by Louisiana State University and Agricultural and Mechanical College (the "*University*"), including, without limitation, enhancing economic growth by encouraging, supporting, facilitating, fostering, marketing and/or managing (i) research emanating from the University, (ii) start-up research, life sciences and digital medical businesses emanating from the University, (iii) private life sciences and digital media companies and (iv) facilities housing and or supporting the businesses and companies identified in items (i), (ii) and (iii);

WHEREAS, La. Const. Art VII, §14(C) provides that, "[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, furthermore, pursuant to La. R.S. 17:3361, *et seq.* (the "*University Leasing Act*"), LSU is authorized to lease to a nonprofit corporation, such as the Foundation, any portion of the grounds or campus of any college or university or other immovable property under its supervisions and management, under the conditions set forth therein;

WHEREAS, the University Leasing Act expressly authorizes a lease to provide for demolition, construction and renovations of buildings, other structures and improvements by a nonprofit corporation, such as the Foundation, on that portion of the grounds or campus of the University which is the subject of the lease;

WHEREAS, the University Leasing Act expressly authorizes, under certain circumstances, a university to lease back all or any portion of the buildings, other structures and improvements constructed by a nonprofit corporation on the leased property as more fully described therein;

WHEREAS, pursuant to the University Leasing Act, LSU and the Foundation (successor to Louisiana State University System Research and Technology Foundation) previously entered

into that certain Amended and Restated Agreement and Lease of Property for Construction of the Louisiana Emerging Technology Center and the Louisiana Digital Media Facility dated as of May 11, 2011, which amended and restated that certain Agreement and Lease of Property for Construction of the Louisiana Emerging Technologies Center dated effective August 21, 2003 (the "*Original Lease*"), which provided for the lease of a parcel of property on the University's main campus, as more particularly identified in the Original Lease (the "*Original Leased Land*"), and the construction of (i) an approximately 60,000 square foot wet-lab incubator building known as the Louisiana Emerging Technologies Center ("*LETC*") which is owned and operated by the Foundation in accordance with the Original Lease and was funded by the Louisiana Legislature through the Department of Economic Development to house new and emerging companies dependent on university research and/or university technologies and (ii) an approximately 100,855 square foot digital media building known as the Louisiana Digital Media Facility ("*LDMF*" and, together with the LDMF, the "*Facilities*") to house the University's Center for Computation and Technology ("*CCT*") and the Anchor Tenant (defined herein);

WHEREAS, the State of Louisiana (the "*State*"), the Louisiana Department of Economic Development (the "*LED*"), the City of Baton Rouge/Parish of East Baton Rouge (the "*City-Parish*") and LSU entered into that certain Cooperative Endeavor Agreement, effective July 1, 2008 (the "*2008 CEA*"), for the stated purpose of promoting the development of the digital interactive media industry in the State and encouraging technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, including assistance by the State to the LDMF (for the benefit of the Anchor Tenant) of an average of \$465,000 annually, which 2008 CEA terminated as of June 30, 2018;

WHEREAS, construction of each of the LETC and the LDMF was fully completed and, subsequently, the Foundation donated the LDMF to LSU on September 17, 2013 (the "*Donation*");

WHEREAS, the Anchor Tenant occupies a portion of the LDMF (the "*Anchor Tenant Space*") as more particularly identified in that certain Lease Agreement dated effective as of February 1, 2013, between the Anchor Tenant and the Foundation, as amended by that certain First Amendment to Lease Agreement dated effective as of January 1, 2019, between LSU (as assignee of the Foundation) and the Anchor Tenant, and acknowledged by the Foundation (collectively, the "*Original Anchor Tenant Lease*");

WHEREAS, the Foundation operated and managed the LDMF (i) prior to the Donation, since the Anchor Tenant initially occupied the Anchor Tenant Space on February 1, 2013, pursuant to the Original Anchor Tenant Lease and (ii) subsequent to the Donation, pursuant to that certain Cooperative Endeavor Agreement dated as of September 17, 2013, as amended by the First Amendment to Cooperative Endeavor Agreement dated as of June 24, 2016 (collectively, the "*2013 CEA*"), each between LSU and the Foundation;

WHEREAS, in light of the foregoing, including the termination of support payments from the State under the 2008 CEA, the Parties believe it is in each of their best interests and the best interests of the Anchor Tenant and other tenants of the Facilities and the State and its citizens to combine, modernize, streamline and amend the obligations of LSU and the Foundation under the Original Lease and the 2013 CEA and to include certain additional obligations relating to LSU's Innovation Park (located on LSU's South Campus) into this single, comprehensive Agreement

pursuant to La. Const. Art VII, §14(C), the University Leasing Act, and other constitutional and statutory authority and, upon the Delivery Date, this Agreement shall amend and restate the Original Lease and the 2013 CEA in their entirety;

WHEREAS, pursuant to this Agreement, among other things, LSU will (i) continue to lease to the Foundation the portion of the Original Leased Land on which the LETC is located, as more particularly described in **Exhibit A** hereto (the "*Land*" and, together with the LETC, the "*LETC Property*" and, together with the LDMF, the "*Property*"), however the portion of the Original Leased Land on which the LDMF is located will no longer be leased by LSU to the Foundation, (ii) the Foundation will continue to have all responsibility to operate, manage and maintain the LETC Property, subject to the provisions of this Agreement, (iii) the Anchor Tenant Space and certain other space in the LDMF not occupied by the CCT or other LSU programs more particularly identified in **Exhibit B** hereto (collectively, the "*LDMF Foundation Leased Space*") will be leased by LSU to the Foundation (with a simultaneous assignment of the Original Anchor Tenant Lease by LSU to the Foundation and the execution and delivery of a Second Amendment to Lease Agreement dated of even date herewith (the "*Second Amendment to Anchor Tenant Lease*" and, together with the Original Anchor Tenant Lease and as amended, modified or supplemented from time to time, the "*Anchor Tenant Lease*") by and between the Foundation and the Anchor Tenant and acknowledged by LSU, (iv) the Foundation will sublease the Anchor Tenant Space to the Anchor Tenant pursuant to the Anchor Tenant Lease and the other LDMF Foundation Leased Space to other tenants pursuant to various sublease agreements, (v) the Foundation will have all responsibility for the leasing, management, operation, maintenance and repair of the LDMF Foundation Leased Space and provision of tenant services therein and for the management, operation, maintenance and repair of the space in the LDMF occupied by LSU (the "*LDMF LSU Space*"), subject to the provisions of this Agreement, (vi) the Foundation will perform or cause to be performed improvements to shell space on the first and third floors of the LCET for future tenants as more particularly described in **Exhibit C** hereto, with such improvements to be funded by LSU (the "*LETC Shell Space Improvements*"), (vii) the Foundation will continue to work collaboratively with LSU and the tenants and potential tenants of the Facilities to use and occupy the Facilities to encourage new and emerging companies dependent upon university research and/or university technologies, to encourage technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, to attract faculty capable of obtaining research grant funding and to attract students in the disciplines of science, technology, engineering and math ("*STEM*"), to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State and (viii) the Foundation will work collaboratively with LSU and the tenants and future tenants of LSU's Innovation Park regarding scientific investigation and startup business assistance through technology and business innovation to bring new technologies and products to market, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State; and

WHEREAS, LSU has determined that (i) the obligations of LSU under this Agreement comport with its governmental purpose, (ii) the expenditures and transfers by LSU hereunder are not gratuitous in light of the reciprocal obligations of the Foundation hereunder and (iii) LSU, the City and the State will receive value under this Agreement at least equivalent in value to the expenditure or transfer of public assets by LSU hereunder.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the public purposes and benefits to be obtained hereby, the Parties agree as follows:

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ARTICLE I

AMENDMENT AND RESTATEMENT; COOPERATIVE ENDEAVOR AGREEMENT DECLARATIONS

Section 1.01. Amendment and Restatement. The Parties acknowledge and agree that this Agreement amends and restates in their entirety the Original Lease and the 2013 CEA.

Section 1.02. Declarations for Cooperative Endeavor Agreement. The obligations of LSU under this Agreement comport with its governmental purpose, (ii) the expenditures and transfers by LSU hereunder are not gratuitous in light of the reciprocal obligations of the Foundation hereunder and (iii) LSU will receive value under this Agreement at least equivalent in value to the expenditure or transfer of public assets by LSU hereunder.

Section 1.03. LSU Representative and Point of Contact. For purposes of this Agreement, the LSU Representative and point of contact is the Person(s) identified in the definition of "LSU Representative" in Article II hereof.

Section 1.04. Foundation Representative and Point of Contact. For purposes of this Agreement, the Foundation Representative and point of contact is the Person(s) identified in the definition of "Foundation Representative" in Article II hereof.

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ARTICLE II

DEFINITIONS

Section 2.01. Definitions. In addition to such other defined terms as may be set forth in this Agreement, the following terms shall have the following meanings:

"*Agent*" means any agent of the Foundation which performs obligations on behalf of the Foundation which obligations are required to be performed pursuant to this Agreement.

"*Agreement*" means this Cooperative Endeavor Agreement, as amended, modified or supplemented from time to time.

"*Anchor Tenant*" means a company which is preeminent in the digital media industry, capable of providing significant experienced advice and assistance to LSU's digital media programs and support to the development of the digital medical industry in the State. As of the Delivery Date, the Anchor Tenant is Electronic Arts Inc.

"*Anchor Tenant Lease*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Anchor Tenant Space*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Applicable Laws*" means any and all laws, statutes, codes, acts, ordinances, resolutions, orders, judgments, case precedents, decrees, writs, injunctions, rules, regulations, restrictions, permits, plans, authorizations, concessions, investigations, reports, guidelines and requirements or accreditation standards of any Governmental Authority having jurisdiction over LSU, the Foundation or the Property or affecting LSU, the Foundation or the Property, including, without limitation, all applicable Environmental Laws, the Americans with Disabilities Act of 1990 and the Occupational Safety and Health Standards of the State and the United States, each as amended; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the Parties and/or third parties.

"*Associate Vice President*" means the Associate Vice President for Facility and Property Oversight of the University (or any successor officer or office) or his or her designee appointed in writing.

"*Budget*" shall have the meaning set forth in Section 7.04 hereof.

"*Budget Process*" shall mean the process for establishing the annual Budget for the operation, management, maintenance and repair of the Facilities set forth in Section 7.04 hereof.

"*Campus*" means the campus of the University, located in Baton Rouge, Louisiana, including, without limitation, the main Campus and the South Campus.

"*Collaborative Services*" means the services provided by the Foundation pursuant to Article VI hereof.

"*Delivery Date*" means the date of execution and delivery of this Agreement by the Parties, _____, 2019.

"*Diversity Businesses*" shall have the meaning assigned thereto in Article XVIII hereof.

"*Effective Date*" means the effective date of the Original Lease and this Agreement, June 21, 2003.

"*Environmental Laws*" means all federal, State and local laws and ordinances and common law principles relating to the protection of the environment or the keeping, use, abatement, remediation, disposal, human health or natural resources or the generation, transportation, treatment, storage, disposal, recycling, keeping, use, or disposition of Hazardous Materials, substances, or wastes, presently in effect or adopted after the Effective Date, including, without limitation, all amendments to Environmental Laws and all rules and regulations under any Environmental Laws.

"*Facilities*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Facilities Account*" means the account established by the Foundation pursuant to Section 8.01 hereof.

"*Facilities Revenues*" shall have the meaning assigned thereto in Section 8.01 hereof.

"*Facilities Services*" shall have the meaning assigned thereto in Section 7.03 hereof.

"*Fiscal Year*" means (i) when used in reference to LSU, the twelve month period beginning on July 1 of any year and ending on June 30 the following year and (ii) when used in reference to the Foundation, the twelve month period beginning on January 1 and ending on December 31.

"*Force Majeure*" means any (a) act of God, lightning, hurricane, tornado, and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stoppage; or (c) any other similar cause or similar event beyond the reasonable control of the Foundation or LSU, as applicable.

"*Foundation*" means the LSU Research Foundation, a Louisiana nonprofit corporation, and its successors and assigns.

"*Foundation Representative*" means one or more of the persons designated and authorized in writing from time to time by the Foundation to represent the Foundation in exercising the Foundation's rights and performing the Foundation's obligations under this Agreement; initially the Foundation Representative(s) shall be the Chief Executive Officer of the Foundation.

"*Governmental Authority*" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any

nature whatsoever of any governmental unit (federal, state, county, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

"*Ground Lease*" means the lease of the Land by LSU to the Foundation pursuant to Section 3.01 of this Agreement.

"*Ground Rent*" means the amount of \$5,000.00 (\$100.00 per year for fifty (50) years) previously paid by the Foundation to LSU in one lump sum pursuant to the Original Lease.

"*Hazardous Materials*" means pollutants, contaminants, flammables, explosives, radioactive materials, hazardous wastes, substances, chemicals, or materials, toxic wastes, substances, chemicals or materials, or other similar substances, petroleum products, or derivatives, or any substance subject to regulation by or under Environmental Laws, including asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, polychlorinated biphenyls ("*PCBs*"), petroleum, petroleum byproducts (including but not limited to, crude oil, diesel, oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, infectious wastes, radioactive materials, and/or any hazardous or toxic substance, chemical or material, or any other environmentally regulated substance or material, waste, pollutant or contaminant, defined as such or regulated by any Environmental Laws.

"*Improvements Account*" shall have the meaning assigned thereto in Section 9.02(a) hereof.

"*Land*" shall have the meaning assigned thereto in the Recitals of this Facilities Lease and shall be as more particularly described in **Exhibit A** hereto.

"*LDMF*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*LDMF Foundation Leased Space*" shall have the meaning assigned thereto in the Recitals to this Agreement and shall be as more particularly described in **Exhibit B** hereto.

"*LDMF Foundation Leased Space Rent*" means the amount of \$1.00 paid by the Foundation to LSU on the date hereof.

"*LDMF LSU Space*" shall have the meaning assigned thereto in the Recitals to this Agreement and shall be as more particularly described in **Exhibit B** hereto.

"*Leasing Services*" shall have the meaning assigned thereto in Section 7.01(a) hereof.

"*Legislature*" shall have the meaning assigned thereto in Section 12.01(b) hereof.

"*LETC*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*LETC Property*" means, collectively, the Land and the LETC.

"*LETC Shell Space Improvements*" means the improvements to the first and third floors of the LETC as more particularly described in **Exhibit C** hereto.

"*Lien*" means any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage or otherwise.

"*LSU*" means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State, and its successors or assigns.

"*LSU Representative*" means one or more of the persons designated and authorized in writing from time to time by LSU to represent LSU in exercising LSU's rights and performing LSU's obligations under this Agreement; initially the LSU Representative(s) shall be the Associate Vice President.

"*Maintenance Reserve Account*" means the Maintenance Reserve Account established, funded and maintained by the Foundation pursuant to Section 8.02 hereof.

"*Maintenance Reserve Amount*" means \$5,000.00 or such other amount as shall be mutually agreed upon by the Foundation and LSU during the Budget Process.

"*Monthly Use Support Payment*" means \$50,000.00 or such other amount as shall be mutually agreed upon by the Foundation and LSU during the Budget Process.

"*Net Condemnation Proceeds*" means the proceeds received by the Foundation or LSU, as applicable, in the event of a Taking of all or a portion of the Property from the condemning Governmental Authority, less all reasonable and necessary costs and expenses issued in the connection with the settlement of the claims arising out of the Taking and the Award granted by the condemning Governmental Authority, including reasonable fees and expenses of counsel.

"*Net Insurance Proceeds*" means the proceeds received by the Foundation or LSU, as applicable, in the event of a casualty, damage or destruction to all or a portion of the Property under and pursuant to the insurance policies maintained by or on behalf of the Foundation with respect to the Property, less all reasonable and necessary costs and expenses insured in connection with the settlement of any insurance claim relative to such proceeds, and the deductible, including reasonable fees and expenses of counsel.

"*Original Anchor Tenant Lease*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Original Lease*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Original Leased Land*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Party(ies)*" means, individually, the Foundation or LSU, as applicable, and, collectively, the Foundation and LSU.

"*Person*" means an individual, a trust, an estate or a Governmental Authority, or a partnership, joint venture, corporation, limited liability company, firm or any other legal entity.

"*President*" means the President of LSU and shall include any permanent or interim officer or any successor office.

"*Property*" shall mean, collectively, the LETC, the LDMF and the Land.

"*Restoration*" shall have the meaning assigned thereto in Section 7.08(a) hereof.

"*Restoration Fund*" shall have the meaning assigned thereto in Section 7.08(a) hereof.

"*Second Amendment to Anchor Tenant Lease*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Services*" means, collectively, the Collaborative Services, the Leasing Services, the Tenant Services, the Facilities Services and all other obligations of the Foundation under this Agreement relating to the Facilities and the Innovation Park, other than the obligations contained in Article VIII hereof relating to the LETC Shell Space Improvements.

"*Shared Conference Space*" means the space in the LDMF Foundation Leased Space identified as Shared Conference Space in **Exhibit B** hereto.

"*STEM*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Taking*" means the actual or constructive condemnation, expropriation or the actual or constructive acquisition by condemnation, expropriation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

"*Tenant Improvements*" means all improvements permanently affixed to the LETC or the LDMF Leased Space and made by or for a Tenant at any time during the Term.

"*Tenant*" means any tenant of the LETC or LDMF Foundation Leased Space approved in writing by the LSU Representative, including, without limitation, the Anchor Tenant.

"*Tenant Lease*" means any agreement for the use of space in the LETC or the LDMF Foundation Leased Space by a Tenant, including, without limitation, the Anchor Tenant Lease.

"*Tenant Services*" shall have the meaning set forth in Section 7.01(b) hereof.

"*Transfer*" shall have the meaning assigned thereto in Article XIII of this Agreement.

"*Uniform Affiliation Agreement*" means the Uniform Affiliation Agreement dated July 1, 2009, between LSU and the Foundation.

"*University*" means Louisiana State University and Agricultural and Mechanical College, the flagship institution of the State under the management and supervision of the Board.

"*University Leasing Act*" shall have the meaning assigned thereto in the Recitals to this Agreement.

"*Work*" shall have the meaning assigned thereto in Section 9.01 of this Agreement.

"*2013 CEA*" shall have the meaning assigned thereto in the Recitals to this Agreement.

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ARTICLE III

GROUND LEASE

Section 3.01 Lease of Land. LSU covenants that, for and in consideration of the Ground Rent and other good and valuable consideration, including, without limitation, the obligation of the Foundation to perform or cause to be performed the Services and the LETC Shell Space Improvements, and of the performance and observance by the Foundation of the covenants, obligations, conditions and stipulations herein expressed on the part of the Foundation to be performed and observed, the receipt and sufficiency of which is hereby acknowledged, LSU does hereby continue to lease unto the Foundation, and the Foundation does hereby continue to lease from LSU, the Land described in **Exhibit A** hereto for the remainder of the duration of the Term under the terms and conditions hereinafter set forth, together with the right of uninterrupted nonexclusive utilities, access, ingress, egress, parking (in accordance with LSU's parking policies as such may exist from time to time), and passage during the Term to and from all streets, roads, and parking areas now or hereafter adjoining the Land, including vehicular and pedestrian ingress and egress. The Foundation, by execution of this Agreement, accepts the leasehold estate in the Land herein demised. The Land is accepted by the Foundation in its present condition without warranty, and no repairs, replacements, additions, alterations, improvements, reconstruction or remodeling of any kind or nature shall be due by LSU, on or with respect to the Land.

The Foundation agrees that it shall not, and it shall not permit any other person to, materially and adversely interfere with LSU's use of the Campus with respect to the Foundation's use of the Land.

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ARTICLE IV

LEASE OF LDMF LEASED SPACE

Section 4.01. Lease of LDMF Leased Space. LSU covenants that, for and in consideration of the LDMF Foundation Leased Space Rent and other good and valuable consideration, including, without limitation, the obligation of the Foundation to perform or cause to be performed the Services and the LETC Shell Space Improvements, and of the performance and observance by the Foundation of the covenants, obligations, conditions and stipulations herein expressed on the part of the Foundation to be performed and observed, the receipt and sufficiency of which is hereby acknowledged, LSU does hereby lease unto the Foundation, and the Foundation does hereby lease from LSU, the LDMF Foundation Leased Space described in **Exhibit B** hereto for the remainder of the duration of the Term under the terms and conditions hereinafter set forth, together with the right of access, ingress, egress, parking (in accordance with LSU's parking policies as such policies may exist from time to time), and passage during the Term to and from all streets, roads, and parking areas now or hereafter adjoining the LDMF, including vehicular and pedestrian ingress and egress. The Foundation, by execution of this Agreement, accepts the leasehold estate in the LDMF Foundation Leased Space herein demised. The LDMF Foundation Leased Space is accepted by the Foundation in its present condition without warranty, and no repairs, replacements, additions, alterations, improvements, reconstruction or remodeling of any kind or nature shall be due by LSU, on or with respect to the LDMF Leased Space.

The Foundation agrees that it shall not, and it shall not permit any other person to, materially and adversely interfere with LSU's use of the Campus with respect to the Foundation's use of the LDMF Foundation Leased Space.

Section 4.02. Rights of Access. LSU shall grant to the Foundation, each Agent and each Tenant, as applicable, (i) a temporary right of passage and use over such other areas, including "lay down" and "staging" areas as may be reasonably required to build LETC Shell Space Improvements and Tenant Improvements; and (ii) a nonexclusive right of access over, across, and upon that portion of the Campus as is reasonably necessary to provide access to the LTEC and the LDMC Foundation Leased Space to each Tenant and its guests. Each such right of access and right of passage and use described in clause (i) of the immediately preceding sentence shall terminate upon completion of the related Tenant Improvements.

Section 4.03. Future Availability of LDMF LSU Space. The Parties acknowledge that LSU may in the future determine that all or a portion of the LDMF which, as of the date of this Agreement, constitutes LDMF LSU Space would be better suited to serve Tenants. In such event, upon thirty days written notice to by the LSU Representative to the Foundation, such space shall be deemed to constitute LDMF Foundation Leased Space and shall be subject to the obligations of the Foundation with respect to LDMF Foundation Leased Space hereunder, including, without limitation, the provision of Services. The Parties shall substitute a new **Exhibit B** to this Agreement which properly reflects the new configuration of LDMF Foundation Leased Space by written acknowledgment by each of the Foundation Representative and the LSU Representative.

ARTICLE V

PURPOSE OF AGREEMENTS; USE OF LAND AND FACILITIES

Section 5.01. Purpose of Original Ground Lease. The Parties entered into the Original Ground Lease for the purpose of constructing, using and occupying the Facilities in accordance with the terms thereof. The Parties acknowledge and agree that the construction of the Facilities has been completed as contemplated by the Original Ground Lease.

Section 5.02. Purpose of 2013 CEA. The Parties entered into the 2013 CEA for the purpose of providing for the operation and management of the Facilities in accordance with the terms thereof.

Section 5.03. Purpose of this Agreement. The Parties entered into this Agreement for the purpose of combining, modernizing, amending and restating the Original Ground Lease and the 2013 CEA, and pursuant to this Agreement, among other things, (i) LSU will continue to lease to the Foundation the Land, (ii) the Foundation will continue to have all responsibility to operate, manage, maintain and repair the Facilities, subject to the provisions of this Agreement, (iii) the Anchor Tenant Space and the LDMF Foundation Leased Space will be leased by LSU to the Foundation (with a simultaneous assignment of the Original Anchor Tenant Lease by LSU to the Foundation and the execution and delivery of the Second Amendment to Anchor Tenant Lease, (iv) the Foundation will sublease the Anchor Tenant Space to the Anchor Tenant pursuant to the Anchor Tenant Lease and the other LDMF Foundation Leased Space to other tenants pursuant to various sublease agreements, (v) the Foundation will have all responsibility for the leasing, management, operation, maintenance and repair of the LDMF Foundation Leased Space and provision of tenant services therein and for the management, operation, maintenance and repair of the LDMF LSU Space, subject to the provisions of this Agreement, (vi) the Foundation will perform or cause to be performed the LETC Shell Space Improvements, (vii) the Foundation will continue to work collaboratively with LSU and the tenants and potential tenants of the Facilities to use and occupy the Facilities to encourage new and emerging companies dependent upon university research and/or university technologies, to encourage technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, to attract faculty capable of obtaining research grant funding and to attract students in the disciplines of STEM, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State and (viii) the Foundation will work collaboratively with LSU and the tenants and future tenants of LSU's Innovation Park to further develop the Innovation Park through scientific investigation and startup business assistance through technology and business innovation to bring new technologies and products to market, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State. Except as otherwise provided herein or consented to in writing by the LSU Representative, the Land and the Facilities shall be used for no other purpose.

Section 5.04. Compliance with Statutory Requirements. The University Leasing Act prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Agreement, LSU represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation, (a) the formulation and adoption of such rules, regulations and requirements as it deems necessary or desirable relative to the erection, construction and maintenance of the Facilities, which rules, regulations and requirements are incorporated in this Agreement as though fully set forth herein, as required by La. R.S. 17:3362A and (b) the waiver, by written consent, of its right to require removal of the LTEC (i) in the event the Foundation fails, neglects or refused to comply with such rules, regulations or requirements as set forth in La. R.S. 17:3362B, except as otherwise set forth in this Agreement and (ii) upon failure of the Foundation to conform to rules or regulations relative to the conduct and social activities of people in the Facilities or on the Land as permitted by La. R.S. 17:3364, except as otherwise set forth in this Agreement; provided, however, that LSU reserves the right to enforce any and all other available remedies in the event of such failure, neglect or refusal.

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ARTICLE VI

COLLABORATIVE EFFORTS

Section 6.01. LCET and LDME. The Parties agree to continue, for the duration of the Term, to work collaboratively with the Tenants and potential tenants of the Facilities to use and occupy the Facilities to encourage new and emerging companies dependent upon State university research and/or State university technologies, to encourage technology transfer and research and development in the field of digital interactive media by providing for relevant curricula, workforce and facilities in support thereof, to attract faculty capable of obtaining research grant funding and to attract students in the disciplines of STEM, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State.

Section 6.02. Innovation Park. The Parties shall collaborate, for the duration of the term, with the tenants and future tenants of LSU's Innovation Park to further develop the Innovation Park through scientific investigation and startup business assistance via technology and business innovation to bring new technologies and products to market, to promote the engagement between LSU students and private sector business for research, assistantships, internships and talent acquisition/placement and to facilitate economic development in the State.

Section 6.03. Collaborative Services. The Collaborative Services to be provided by the Foundation hereunder shall include, without limitation, collaboration with LSU with regard to the following:

(a) Organization of the tenant/occupant communities at the Facilities and the Innovation Park into an active social unit engaged around planned, produced, indigenous and spontaneous events of varying scale.

(b) Integration of the tenant/occupant communities at the Facilities and the Innovation Park with the greater LSU, Baton Rouge and State innovation communities increasing the public profiles of the Facilities and the Innovation Park and enhancing their desirability as business locations.

(c) Curation of relevant stakeholder interests and community calendar information in an accessible digital format.

(d) With respect to the LETC and the Innovation Park, implementation, to the extent feasible and to the extent desired by LSU, of the recommendations set forth in the Baton Rouge Entrepreneurship Ecosystem Assessment dated March 2019 prepared by Emergent Method.

(e) With respect to the Innovation Park,

(i) review and evaluate the current business plan and ascertain objectives thereof;

(ii) research and analyze the most efficient and effective ways of operation and maintenance;

(iii) ascertain the interests and wishes of prospective tenants as to services, amenities and pricing;

(iv) prepare various proposals for updating and refining the business plan;

(v) review and evaluate the current master plan and ascertain requirements and objectives, including the (A) desired design statement and image, (B) access, traffic circulation and parking issues, (C) feasibility analysis for different development densities based on market conditions and development costs and (D) based on the foregoing, establish development program parameters;

(vi) compile and review all existing information and source data (such as topographic, boundary and as-built surveys, soil reports and geotechnical studies, zoning and entitlement conditions and restrictions, environmental reports and assessments and easements and title work) or, in the absence thereof, obtain and prepare such information and source data;

(vii) prepare a planning phase budget;

(viii) prepare a comprehensive schedule setting forth time frames for various planning activities, including master planning, testing, conceptual cost modeling and/or permitting activities and approvals required for additional development;

(ix) evaluate proposals for updating and refining the master plan, which evaluation shall include the preparation of conceptual cost models and pro formas for both the horizontal and vertical elements of proposed master plan revisions to assess feasibility) and coordinate the preparation of any updates to the master plan resulting therefrom; and

(x) prepare various proposals for design of infrastructure and buildings.

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ARTICLE VII

FOUNDATION SERVICES

Section 7.01. Leasing of LETC and LDMF Foundation Leased Space; Tenant Services.

(a) The Foundation shall use, or cause an Agent to use, commercially reasonable efforts to lease the LETC and LDMF Foundation Leased Space to Tenants (the "*Leasing Services*"); provided, however, that each Tenant and the terms and provisions of each Lease shall be subject to the prior written approval of the LSU Representative. Leasing Services shall include, without limitation, the following:

(i) develop a set of leasing guidelines for use in connection with the leasing of space in the Facilities;

(ii) maintain current information through periodic surveys and research as to the pricing, products and practices of competitors of the Facilities;

(iii) establish plans, policies and strategies for attracting prospective Tenants;

(iv) maintain an ongoing program of promotion and advertising of the Facilities;

(v) aggressively pursue prospective Tenants; and

(vi) negotiating leases with prospective Tenants and renewals of leases with existing Tenants on such terms and conditions as are consistent with the leasing guidelines established pursuant to Section 7.01(a)(i).

(b) The Foundation shall, or shall cause an Agent to, furnish to the Tenants or other occupants of the Facilities such services as are customarily furnished to Tenants or otherwise rendered by landlords in connection with the rental of space in office and research facilities similar to the Facilities or as otherwise required to be furnished under any Tenant Lease (collectively, the "*Tenant Services*").

(c) Pursuant to the provisions of La. R.S. 17:3365, no leasing, subleasing or other occupancy or use rights shall be granted in connection with leases granted by LSU under the University Leasing Act without the consent and approval of LSU. Subject to the provisions of Section 7.01(a), LSU's approval at a regularly scheduled meeting of LSU of the form of this Agreement and the execution and delivery of hereof shall constitute the consent and approval required by La. R.S. 17:3365 of the leasing, subleasing and occupancy and other use rights currently granted or to be granted by the Foundation to the Tenants in accordance with this Agreement.

Section 7.02. Assignment of Anchor Tenant Lease. LSU shall assign its right, title and interest in and to the Anchor Tenant Lease to the Foundation and the Foundation and the Anchor Tenant shall execute and deliver the Second Amendment to Anchor Tenant Lease (acknowledged by LSU) on the Delivery Date.

Section 7.03. Facilities Management Services.

(a) The Foundation shall, or shall cause an Agent to, operate, manage, maintain and repair the Facilities (the "*Facilities Services*"). The Facilities Services shall include, without limitation, the following:

(i) obtain and keep in effect all approvals required by any Governmental Authority and perform such acts as shall be necessary to maintain compliance with Applicable Law as pertain to the Facilities;

(ii) collect rental payments as they come due and pursue aggressively and diligently the collection of overdue rental payments;

(iii) maintain complete financial records, schedules, systems and files as may be appropriate to safeguard, monitor and administer the Facilities;

(iv) provide business and master planning services, including, without limitation:

(A) perform periodic review and evaluation of the current business plan and objectives thereof;

(B) perform research and analysis regarding the most efficient and effective ways of managing, operating and maintaining and repairing the Facilities;

(C) ascertain the interests and wishes of prospective Tenants as to services, amenities and pricing; and

(D) prepare and submit to LSU for review and approval various proposals/recommendations for updating and refining the business plan and facilities for the Facilities;

(v) provide janitorial services, including, without limitation, emptying trash cans, vacuuming the carpet, and cleaning the kitchen, break rooms, restrooms and common areas on a daily basis (Saturdays, Sundays and holidays excepted), removing trash from the parking lot on a weekly basis, polishing all hard floors and tiled areas twice a month, and steam cleaning the carpet annually;

(vi) maintain in good repair, ordinary wear and tear excepted, (A) the roof, foundation, elevators, exterior walls, and exterior windows, (B) the electrical, heating, air conditioning, ventilation, lighting, plumbing and fire alarm systems, utility lines, and sewer pipes forming a part of or serving the Facilities, and (C) the parking lot, entrances, exits, stairways, common areas, and exterior landscaping;

(vii) respond to Tenant maintenance requests, such as replacing light bulbs, cleaning windows, and making minor repairs, including repairs to the interior and/or demising walls, interior windows, and interior doors;

(viii) respond to Tenant issues as may otherwise be required by the individual Tenant Leases;

(ix) coordinate and schedule the use of the Shared Conference Space;

(x) maintain the insurance coverages required by Section 8.02 hereof and

(xi) perform all other services which may be required in connection with the Facilities, including, without limitation, major interior and exterior repairs.

(b) No unbudgeted expenditure in excess of \$2,500 per item shall be made for any purpose without prior written approval of the LSU Representative as set forth in Section 7.04 hereof. However, emergency repairs involving manifest danger to life or property or immediately necessary for the preservation or the safety of the Facilities or for the safety of the Tenants or required to avoid the suspension of any necessary service to the Facilities or required by any Governmental Authority may be made by the Foundation without prior approval and regardless of the cost limitations imposed by this Section 7.03(b). However, the Foundation shall give immediate telephone or written notice to the LSU Representative of any such emergency repairs for which prior approval shall not be required.

(c) Should a Tenant request an alteration, physical addition, modification or improvement within the LDMF Foundation Leased Space, the Foundation shall authorize the requested alteration, physical addition, modification or improvement to be made by or on behalf of the Tenant, or make the requested alteration, physical addition, modification or improvement for the Tenant, only after (i) notifying the LSU Representative as to the identities of the source of funding for such work and the Person forming such work and (ii) obtaining the prior written consent of the LSU Representative.

(d) If, in the opinion of the Foundation, it is necessary to incur expense to provide Services hereunder as a result of the negligence or other fault of a Tenant or its employees or invitees, the Foundation shall use commercially reasonable efforts to recover the amount of such expense from such Tenant.

Section 7.04. Annual Operating Budget. At least sixty (60) days prior to the beginning of each calendar year, the Foundation shall prepare and submit to the LSU Representative for approval an operating budget delineating the revenues the Foundation expects to derive from the Facilities and the expenses that the Foundation anticipates it will incur to perform its obligations under this Agreement for such year and forward such budget to the LSU Representative for approval. In the event the LSU Representative, in his sole and unfettered discretion, disapproves of any proposed budget submitted by the Foundation, the LSU Representative shall give the Foundation written notice thereof, in which event the Foundation shall make all revisions thereto which the LSU Representative shall direct and resubmit the proposed budget to the LSU Representative for approval. In the absence of such written notice of disapproval within twenty (25) days after delivery of the proposed budget to the LSU Representative, the proposed budget shall be deemed to have been approved by the LSU Representative as of the first day of the first month of the applicable calendar year until the date, if any, that the LSU Representative delivers to the Foundation written notice of disapproval of the budget. Each approved budget (a "*Budget*") shall constitute the control instrument under which the Foundation shall operate for the calendar year covered thereby. Approval of the budget shall be deemed to be approval by the LSU Representative of all items specified therein. The Foundation shall not incur, or permit to be incurred, expenses in any approved Budget (excluding utility expenses, general real estate taxes, insurance premiums, financing costs and emergency expenses) in excess of the amount set forth in the Budget for any single expense classification (e.g., cleaning expenses, H.V.A.C. expenses, etc.).

Except as set forth herein and in section 7.03(b), there shall be no variance, which variance shall be the greater of ten (10%) percent or \$2,500.00, from any approved Budget, without the prior written consent of the LSU Representative. Within five (5) business days of receiving written notice of any expense requiring LSU approval as described in Section 7.03(b) or this Section 7.04, the LSU Representative shall provide the Foundation either (i) written approval of the expense or (ii) indicate in writing that it does not approve of the expense. Any such approval for a recurring expense of which the LSU Representative has been notified is so recurring need be obtained only at the time of the initial expenditure.

The Foundation reserves the right to modify and/or update, with the prior written consent of the LSU Representative, the Budget periodically throughout the year. During each annual Budget Process during the Term, the LSU Representative may amend the threshold amount of any individual expense for the provision of Services that requires approval by the LSU Representative as set forth in Section 7.03(b) or this Section 7.04.

Section 7.05. Periodic Accounting.

(a) The Foundation shall, within thirty (30) days of the end of (a) the first three fiscal quarters of each Foundation Fiscal Year and (b) each Foundation Fiscal Year during the Term, provide to the LSU Representative an accounting for such reporting period of all expenses incurred by the Foundation in connection with performing its obligations hereunder for such reporting period and a comparison, on a year-to-date basis, of the budgeted amount with the actual expenditures.

(b) The Foundation shall, within fifteen (15) days of the end of each calendar month, provide to the LSU Representative an accounting of the debits and credits to the

Facilities Account, the Maintenance Reserve Account and, if any, the Restoration Fund during such calendar month.

Section 7.06. Title to Improvements to LDMF. Any non-consumable movable or immovable property purchased by the Foundation for permanent use in or incorporation into the LDMF shall become, through an act of donation by the Foundation to LSU, the property of LSU. The Foundation agrees to execute any formal documentation necessary to memorialize such donation.

Section 7.07. Criminal History Checks. Any vendors, specialists, agents, consultants and contractors engaged by the Foundation or the Agent in connection with the Facilities shall provide to the LSU Representative a letter certifying that criminal history checks have been conducted on all personnel providing a service on the Campus in connection with the Facilities, which letter shall be (i) provided within fifteen (15) days of engagement (ii) updated as new personnel are added, (iii) updated annually for all personnel, (iv) kept on file at the office of such vendors, specialists, agents and consultants and (v) made available to LSU or the University upon request thereby. Any Person who has been convicted of a criminal violation or offense described in La. R.S. 40:981.3 or in L.A.C. Title 28, Chapter 9 shall not be employed in any capacity on the Campus by the Foundation or the Agent.

Section 7.08. Damage and Destruction.

(a) ***Damage in Whole or in Part.*** In the event either Facility is damaged or destroyed in whole or in part, the Foundation shall, to the extent Net Insurance Proceeds are available, repair, replace, rebuild, restore, and/or re-equip the affected Facility promptly to substantially the same condition thereof as existed prior to the event causing such destruction or damage with such changes, alterations, and modifications (including the substitution and addition of other property) as the LSU Representative shall approve in writing (if any) as will not impair the value or the character of the affected Facility (the "*Restoration*"). All Net Insurance Proceeds for damage to LETC shall be paid to the Foundation and deposited and held in an account to be established by the Foundation for such purpose (the "*Restoration Fund*") to be applied to the Restoration. After completion of and payment for the Restoration, all remaining Net Insurance Proceeds shall be transferred by the Foundation to the Facilities Account. All Net Insurance Proceeds for damage to LDMF shall be paid to the University. The Foundation shall be reimbursed by the University for the Restoration.

(b) ***Restoration Performed in Accordance with Applicable Law.*** Any and all Restoration by the Foundation hereunder shall be performed in accordance with all Applicable Law and the provisions of Section 9.03 hereof (provided that references in such Section 9.03 to the "Work" and the "LETC Shell Space Improvements" shall be deemed to refer to the Restoration). If not theretofore delivered, the Foundation shall deliver to the LSU Representative, within one hundred twenty (120) days of the completion of such Restoration, a complete set of record "as built" exterior plans thereof, together with a statement in writing from a registered architect or licensed professional engineer that such plans are complete and correct.

Section 7.09. Condemnation.

(a) ***Event of Taking of All or Substantially All Property.*** In the event all or substantially all of the Property shall be subject to a Taking, or if so much of the Property or any component thereof shall be so Taken so that the remainder of the Property shall not reasonably be capable of being used for its intended purpose, as reasonably determined by the Foundation and LSU, shall promptly notify the Trustee and the LSU Representative, and the Net Condemnation Proceeds shall be applied and paid first to the payment of all of the Foundation's outstanding expenses incurred in performing the Services and any balance shall be paid to LSU.

(b) ***Taking of Less than All Property.*** In the event less than all or substantially all of the Property or any component thereof shall be subject to a Taking, LSU and the Foundation shall cause the Net Condemnation Proceeds received by them from any Award to be deposited and held in the Restoration Fund to be applied, as fully as practicable, with the prior written consent of LSU to the Restoration of the Property. The balance of Any Net Condemnation Proceeds remaining after completion and payment for the Restoration shall be transferred by the Foundation to the Facilities Account.

(c) ***Restoration Performed in Accordance with Applicable Law.*** Any and all Restoration by the Foundation hereunder shall be performed in accordance with all Applicable Law and the provisions of Section 9.03 hereof (provided that references in such Section 9.03 to the "Work" and the "LETC Shell Space Improvements" shall be deemed to refer to the Restoration). If not theretofore delivered, the Foundation shall deliver to the LSU Representative, within one hundred twenty (120) days of the completion of such Restoration, a complete set of record "as built" exterior plans thereof, together with a statement in writing from a registered architect or licensed professional engineer that such plans are complete and correct.

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ARTICLE VIII

FUNDS AND ACCOUNTS; CONTRIBUTIONS BY LSU

Section 8.01. Facilities Account. The Foundation shall establish a separate checking account for the administration of the Facilities (the "*Facilities Account*"). All revenues derived by the Foundation from the operation and management of the Facilities, including, without limitation, all rentals and other revenue derived from Tenant Leases or otherwise from the use of the Facilities and all funds paid to the Foundation by LSU pursuant to this Agreement (except as otherwise explicitly provided herein), including, without limitation, the Monthly Use Support Payment (collectively, the "*Facilities Revenues*"), shall be deposited to the Facilities Account. Subject to the provisions of Section 8.03 hereof, the Foundation shall use the funds on deposit in the Facilities Account only for the purpose of performing the Services and to fund the Maintenance Reserve Fund pursuant to Section 8.02 hereof. Upon the termination of this Agreement, all funds remaining on deposit in the Facilities Account after payment of all amounts payable therefrom shall be the property of, and shall be remitted to, LSU.

Section 8.02. Maintenance Reserve Account. The Foundation shall establish and maintain during the Term a separate account for the Maintenance Reserve Account. The Foundation shall, on or before the last day of each calendar month during the Term and subject to the availability of funds, transfer the Maintenance Reserve Amount from the Facilities Account to the Maintenance Reserve Account. The funds on deposit in the Maintenance Reserve Account shall be invested at the direction of the LSU Representative. The Foundation shall, with the prior written consent of the LSU Representative, use the funds on deposit in the Maintenance Reserve Fund to fund the cost of major repairs to the Facilities. Upon the termination of this Agreement, all funds remaining on deposit in the Maintenance Reserve Account after payment of all amounts payable therefrom shall be the property of, and shall be remitted to, LSU.

Section 8.03. Order of Expenditures to Provide Services.

(a) Each month during the Term, the Foundation shall apply the funds on deposit in the Facilities Fund in accordance with the Budget in the following order to provide the Services hereunder:

(i) first, for the provision of all Services to be provided by the Foundation hereunder other than those Facilities Services set forth in Sections 7.03(a)(vi) and (x) hereof;

(ii) second, for the provision of those Facilities Services set forth in Sections 7.03(a)(vi) and (x) hereof; and

(iii) lastly, to fund the Maintenance Reserve Fund as required in Section 8.02 hereof.

(c) Under no circumstances shall the Foundation be obligated to provide for the payment for the performance of the Services from funds other than those funds on deposit in the Facilities Account, the Maintenance Reserve Account (with the prior written consent of the LSU Representative) and, if any, the Restoration Fund.

Section 8.04. LSU's Payment and Other Obligations.

(a) **Monthly Use Support Payment.** The Foundation shall, not less than ten (10) days prior to the first day of each calendar month during the Term, provide to LSU an invoice for the Monthly Use Support Payment, which amount LSU shall pay to the Foundation by the first day of each ensuing calendar month.

(b) **Utilities.** LSU shall provide, at its expense, all utilities required for the operation of the Facilities, as applicable, including, without limitation, gas, water, electricity, sewerage, wi-fi and telephone, which utilities shall be individually metered and the costs of which shall be accounted for by LSU as "in-kind services" provided by LSU to the Foundation in the annual accounting reconciliation prepared in accordance with the provisions of the Uniform Affiliation Agreement and the requirements of La. R.S. 17:3390.

(c) **Other In-Kind Services.** At the written request by the Foundation to the LSU Representative, LSU may, in the LSU Representative's sole and unfettered discretion, but shall in no way be obligated to, provide other "in-kind services" in connection with the repair and maintenance of the Facilities in the event funds on deposit in the Facilities Fund are insufficient for such purposes, the costs of which services shall be accounted for by LSU as "in-kind services" provided by LSU to the Foundation in the annual accounting reconciliation prepared in accordance with the provisions of the Uniform Affiliation Agreement and the requirements of La. R.S. 17:3390.

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ARTICLE IX

LETC SHELL SPACE IMPROVEMENTS

Section 9.01. Obligation to Perform LETC Shell Space Improvements. The Foundation shall perform, or cause to be performed, the LETC Shell Space Improvements at the expense of LSU and in accordance with the provisions of this Agreement (the "*Work*"). The Foundation shall have no obligation to pay for LETC Shell Space Improvements except from the funds provided by LSU or other sources for such purpose.

Section 9.02. Improvements Account; Provision of Funds by LSU for the Work.

(a) The Foundation shall establish a separate checking account for the administration of the LETC Shell Space Improvements (the "*Improvements Account*"). All funds received by the Foundation from LSU or any other source for purposes of performing the LETC Shell Space Improvements shall be deposited to the Improvements Account. The Foundation shall use the funds on deposit in the Improvements Account only for the purpose of performing the LETC Shell Space Improvements pursuant to this Article IX.

(b) The obligation of the Foundation to perform the LETC Shell Space Improvements shall arise only upon receipt of funds from LSU and/or any other source sufficient to pay for the LETC Shell Space Improvements.

Section 9.03. Performance of the LETC Shell Space Improvements. The Foundation shall perform the Work in a good and workmanlike manner, in accordance with the following provisions:

(a) ***Plans and Specifications/Change Orders.*** Plans and specifications for the Work shall be delivered to the LSU Representative for review. The LSU Representative shall approve or disapprove in writing such plans and specifications within fourteen (14) days of receipt thereof. Any request for change orders to the plans and specifications or to the construction contract should be made to the LSU Representative (unless the LSU Representative and the Foundation agree in writing that certain classes or types of change orders may proceed without the LSU Representative's approval). The LSU Representative shall approve or disapprove such request within seven (7) days of having received the request for the change order. No change order to the construction contract or to the plans and specifications which increases the total contract amount by Fifty Thousand Dollars (\$50,000.00) or more shall be implemented without the prior written consent of the LSU Representative.

(b) ***Commencement and Completion of the Work.*** Unless delayed by Force Majeure, the Foundation agrees to commence the Work upon receipt from LSU (through the LSU Representative) of (i) funds sufficient to pay for the Work, (ii) written approval of the plans and specifications and (ii) a notice to proceed to use commercially reasonable efforts to complete the Work in a timely manner.

(c) **Construction Contract(s).** The Work shall be performed on behalf of the Foundation pursuant to one or more written contracts between the Foundation and one or more contractors. The LSU Representative shall approve or disapprove any such contract within ten (10) days of receipt of a copy thereof from the Foundation. Where appropriate, the contract(s) and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. The Foundation shall include a liquidated damage clause acceptable to the LSU Representative in its construction contract(s). LSU and the Foundation hereby acknowledge and, to the extent practically and legally possible, any contract between the Foundation and any contractor or contractors and all subcontracts entered into by the general contractor shall acknowledge expressly, the following:

(i) The Work will be performed solely and exclusively for the Foundation.

(ii) The Foundation is a separate legal entity from LSU. The Foundation is not acting as an agent for LSU, and the Foundation has no authority to obligate LSU to any extent whatsoever.

(iii) Neither LSU nor the State shall be liable, directly or indirectly, for the payment under the contract of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work.

(iv) The Foundation owns the property upon which the Work will be performed and the LETC Shell Space Improvements will be owned by the Foundation. The Work shall not give rise to any rights against any property of LSU.

(d) **Performance Bond.** The Foundation shall require that the contractor(s) provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State. Said bond shall be for the greater of the full amount of the contract price or the amount of the guaranteed maximum price of the Work. Both the Foundation and LSU shall be obligees or beneficiaries under the bond.

(e) **Rights Concerning the Property During Performance of the Work and Thereafter.** The Foundation and its contractor(s) shall have the right to occupy and use the LETC Property, with reasonable ingress to and egress therefrom, during the performance of the Work, and, as applicable, during the term of this Agreement, and with the prior written consent of the LSU Representative, shall fence that area of the Land necessary to perform the Work in a safe and secure manner. Except for unknown and unforeseen and/or unforeseeable defects, the Foundation assumes all responsibility for the condition of the LETC Property and any portion of the Campus surrounding the LETC Property used by it during the term of this Agreement. The Foundation and its contractor(s) shall maintain the LETC Property and any improvement or construction thereon in a reasonably prudent manner during the term of this Agreement. The LSU Representative and any other LSU employees designated by him shall at all times have access to the LETC Property and shall exercise all rights as owner, even those not specifically acknowledged herein. The Foundation will take prudent care of the LETC Property and return same to LSU at the termination or expiration of this Agreement, with the improvements thereon, in as good a condition as when received, ordinary wear and

tear excepted. The Foundation accepts the Land for the purposes herein outlined without any warranty of title or recourse whatsoever against LSU.

(f) ***Access over Adjoining Property during Performance of the Work.*** LSU hereby grants to the Foundation a servitude of access over and across such other portions of the Campus as is necessary in order for the Foundation to fulfill its obligations under this Article IX, provided, however, that the Foundation will not unreasonably interfere with LSU's use of such other property.

(g) ***LSU Rules and Regulations; Access during Performance of the Work.*** The Foundation agrees that it will comply with all LSU regulations and policies with regard to all contractors and personnel entering the Property for purposes of performing the Work (including, without limitation, the criminal history checks required by Section 7.07 hereof, and with all Applicable Law regulating its operations on the Property, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies, which rules and regulations will be addressed at the pre-construction conference. The Foundation shall make these same requirements of its contractor(s) for the Work. The Work shall be subject to inspection by the LSU Representative, and the LSU Representative shall have access at all times to the Work.

(h) ***Approvals.*** LSU may not unreasonably deny or delay any approval required pursuant to this Article IX.

(i) ***Signage.*** Before erecting or placing any sign upon the LETC Property, the Foundation shall submit the design specifications of such sign to the LSU Representative for approval, which approval shall not be withheld if such signage is consistent with LSU's current signage policy or such signage was included in the plans and specifications.

(j) ***Acceptance of the Work.*** The Foundation and LSU agree to work together to complete all warranty and punch list items within the first year following acceptance of the Work. The Foundation will not accept the Work without the written approval of the LSU Representative. LSU reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are held by the Foundation in an escrow account for payment to the contractor(s) for completion of the punch list items. Final payment shall not be made to the contractor(s) until LSU agrees in writing that the punch list items have been completed.

(k) ***Clerk of the Works.*** If, in LSU's sole discretion, LSU shall determine that a Clerk of the Works is necessary to oversee the Work, the Foundation, at LSU's expense, shall hire a Clerk of the Works for full time supervision of the Work.

(l) ***Utilities.*** LSU shall provide, at its expense, all utilities necessary for the performance by the Foundation of the LETC Shell Space Improvements, including, without limitation, water, heat, gas, electricity, sewerage.

(m) ***No Liens: Release of Recorded Lien.*** The Foundation shall not suffer or permit any Liens to be enforced against the LETC Property or LSU by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to the Foundation or to anyone through the Foundation. If any such Liens shall

be recorded against the LETC Property, the Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, the Foundation shall be privileged to do so, but in such case, the Foundation hereby agrees to indemnify and save LSU harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

(n) ***Information.*** The Foundation shall provide to LSU, within fifteen (15) days of the end of each calendar month, copies of all documentation generated by the Foundation, or generated by third parties and in the possession of the Foundation, in connection with the LETC Shell Space Improvements, including without limitation, all draw requests and supporting documentation, statements reflecting debits and credits to the Improvements Account, change orders and any other information reasonably requested by LSU.

(o) ***Insurance.*** During the performance of the Work, the Foundation shall maintain or require its contractor(s) to maintain, the following:

(i) ***Builder's Risk Insurance.*** Contractor(s) shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage, vandalism and malicious mischief insurance, for not less than one hundred (100%) percent of the full replacement value of the Work to protect against any damage or loss during the Work. This policy shall be taken out prior to commencement of the Work and be discontinued upon final approval by LSU of the Work. Coverage shall run in favor of the contractor(s), the subcontractor(s), the Foundation and LSU, as their interests may appear. The coverage shall include the architect's fee for work required and reconstruction following a loss during the Work. Written evidence of such insurance shall be provided to LSU prior to commencement of the Work.

(ii) ***Other Insurance.*** The Foundation shall require its contractor(s), before commencing the Work, to procure the coverages required pursuant to Section 10.02(b) hereof. Written evidence of such insurance shall be provided to LSU prior to commencement of the Work.

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ARTICLE X

INSURANCE

Section 10.01. Insurance to be Maintained by LSU. LSU shall maintain the property insurance for the LDMF as part of a master property program throughout the Term. Such coverage includes all risk property insurance, including named windstorm, earthquake, flood and Business Interruption. Such insurance shall be on a replacement cost basis. In addition to the master property program: terrorism coverage, boiler and machinery and fine arts (if applicable) coverage will be provided in an amount adequate to cover the risk. As part of the master property program, LSU will appoint the appropriate claims personnel to handle losses. Other losses shall be handled by the carrier of record. Building personal property (contents) not in LSU's care, custody, and control will not be insured by LSU.

Section 10.02. Other Insurance Provisions.

(a) The University requires the Foundation to procure the below minimum insurance. The insurance must be maintained for the Term. The minimum insurance requirements described herein do not in any way limit the Foundation's financial responsibilities as outlined in the Indemnification requirements. Therefore, the Foundation may opt to have broader coverage and limits to satisfy its financial obligations.

(i) Workers' Compensation insurance shall be in compliance with the laws of the State of Louisiana. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If the Foundation is exempt from workers' compensation or fails to provide appropriate coverage, then the Foundation is or agrees to be solely responsible and hold harmless the University for the injuries of any officers, agents, volunteers, or employees during the course of the agreement.

(ii) Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

(iii) If the Foundation owns or operates automobiles, then Automobile Liability Insurance shall be maintained with a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

(iv) If the Foundation collects and stores personal protected information then Cyber liability insurance shall be maintained that provides third party coverage for privacy breach, including coverage for notification and assistance as required by Louisiana law with a minimum limit of \$1,000,000.

(v) Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

(b) LSU shall be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See section 10.2 (b) (vi) on how the LSU should be listed as an Additional Insured.

(c) All insurances shall include a waiver of subrogation/recovery in favor of the University.

(d) For any claims related to the Foundation's operations or activities, the Foundation's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Foundation's insurance and shall not contribute with it.

(e) Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced. The University may require the Foundation to provide proof of ability to pay losses related investigations, claim administration, and defense expenses within the retention.

(f) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

(g) For verification of coverage, the University shall be listed as Additional Insured and Certificate Holder as follows:

Board of Supervisors of Louisiana State University
and Agricultural & Mechanical College
330 Thomas Boyd Hall
Baton Rouge, LA 70803

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents or acceptance of a non-compliant certificate shall not waive the Foundation's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

(h) Unless otherwise required by the University, all contractors of the Foundation performing services on University campuses shall be subject to all of the insurance requirements stated herein. Foundation shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each contractor. The University reserves the right to receive from the Foundation copies of contractor's certificates.

(i) LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE XI

INDEMNITY

Section 11.01. Indemnity Obligations of the Foundation. The Foundation shall and will indemnify, defend, and save harmless LSU and its board members, authorized agents, officers and employees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature growing out of or in any way connected with the construction, use, occupancy, management, operation or control of the Property and any servitudes, rights of attachment and air rights by the Foundation, its officers, employees, agents, contractors, guests, members, or patrons. This obligation to indemnify shall include fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities incurred as a result thereof; however, the Foundation and LSU may use the same counsel if such counsel is approved by LSU, which approval shall not be unreasonably withheld, delayed or conditioned. It is expressly understood and agreed that the Foundation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that LSU shall in no way be responsible for the acts or omissions of the Foundation. The Foundation's obligation to indemnify LSU in accordance with the terms of this Section 11.01 shall be limited to the extent of (i) its proportionate share of fault and (ii) to Net Insurance Proceeds available for such purpose.

Section 11.02. Indemnity Obligations of LSU. To the extent permitted by Applicable Law, LSU shall and will indemnify, defend, and save harmless the Foundation and its board members, authorized agents, officers and employees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature growing out of or in any way connected with the construction, use, occupancy, management, operation or control of the Property and any servitudes, rights of attachment and air rights by LSU, its officers, employees, agents, contractors, guests, members or patrons. This obligation to indemnify shall include fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities incurred as a result thereof; however, the Foundation and LSU may use the same counsel if such counsel is approved by LSU, which approval shall not be unreasonably withheld, delayed or conditioned. It is expressly understood and agreed that the Foundation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that LSU shall in no way be responsible for the acts or omissions of the Foundation. LSU's obligation to indemnify the Foundation in accordance with the terms of this Section 11.02 shall be limited to the extent of (i) its proportionate share of fault and (ii) Net Insurance Proceeds available for such purpose.

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ARTICLE XII

TERMINATION

Section 12.01. Termination by LSU.

(a) ***Termination for Cause.*** Any other provision to the contrary contained herein notwithstanding, LSU may terminate this Agreement for cause based upon the failure of the Foundation to comply with the terms and/or conditions hereof; provided that LSU shall give the Foundation written notice specifying the Foundation's failure. If within forty-five (45) days after receipt of such notice, the Foundation shall not have either corrected such failure or, in case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSU may, at its option, place the Foundation in default and the Agreement shall terminate on the date specified in the notice.

(b) ***Event of Nonappropriation.*** The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana Legislature (the "*Legislature*") to LSU to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to LSU to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies to LSU for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first LSU Fiscal Year for which funds are not appropriated unless terminated earlier as otherwise provided in this Agreement.

LSU, at its sole discretion, shall determine for each LSU Fiscal Year whether its legislative appropriation for such Fiscal Year includes sufficient moneys to enable LSU to fulfill the requirements of this Agreement. If Board determines that the Legislature did not include sufficient moneys which would enable the LSU Board to fulfill the requirements of this Agreement for that LSU Fiscal Year, such determination by LSU shall constitute an event of nonappropriation for purposes of this Agreement and LSU shall, at the earliest possible date, adopt a resolution at a regularly scheduled or special LSU meeting stating that there has been an event of nonappropriation hereunder. LSU agrees to notify the Foundation within ten (10) business days in the event that LSU has adopted a resolution stating that there has been an event of nonappropriation hereunder.

Section 12.02. Termination by the Foundation. The Foundation may exercise any rights available to it under Applicable Law to terminate this Agreement for cause upon the failure of LSU to comply with the terms and conditions of this Agreement, provided that the Foundation shall give LSU written notice specifying LSU's failure and a reasonable opportunity for LSU to cure the defect.

ARTICLE XIII

NON-ASSIGNABILITY; TRANSFERS

The Foundation shall not (and shall not have the right to) assign, pledge, mortgage, grant a security interest in, encumber or otherwise transfer or dispose of this Agreement or any interest herein or in the Property or any right or privilege appurtenant hereto, or lease, ground lease or sublease the Property or any portion thereof, or permit or suffer any of the same to occur (each, a "*Transfer*"), unless, in each case, the prior written consent of the LSU Representative is first obtained, which consent shall not be unreasonably delayed, conditioned or withheld. Any transfer or assignment of its interest which is made without such written consent of the LSU Representative shall be void *ab initio*.

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ARTICLE XIV

AUDIT AND AUDITORS

LSU may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Foundation pertaining to its obligations under this Agreement to the extent necessary to verify compliance with this Agreement. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of LSU, or by independent auditors retained by LSU or by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Foundation. LSU covenants with the Foundation to keep the results of any such audits confidential except as required by rules and regulations of LSU and by Applicable Law.

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ARTICLE XV

RECORD RETENTION

The books, accounts and records of the Foundation which pertain to this Agreement shall be maintained at the principal office of the Foundation. The Foundation agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable federal law if federal funds are used to fund this Agreement.

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ARTICLE XVI

TERM

This Agreement began on the Effective Date and shall terminate on August 21, 2053, unless terminated earlier in accordance with the terms hereof. The termination date may be extended by written amendment to this Agreement, which must be signed by each of the Parties after obtaining any necessary approvals.

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ARTICLE XVII

DISCRIMINATION CLAUSE

Section 17.01 Requirements. The Foundation shall, and shall cause the Agent and any of its other contractors or subcontractors to agree to, abide by: (a) the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended; (b) the requirements of the Americans with Disabilities Act of 1990; and (c) any executive order issued by the governor of the State.

Section 17.02. Additional Requirements. The Foundation shall additionally require and cause the Agent and each contractor and subcontractor to agree: (i) not to discriminate in its employment practices; and (ii) to render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 17.03. Cause for Termination. Any act of discrimination committed by the Foundation or the Agent or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

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ARTICLE XVIII

DIVERSE SUPPLIERS

The Foundation understands that LSU is committed to promoting the growth and development of minority- and women-owned and small and historically underutilized businesses (collectively, "*Diverse Businesses*") by providing opportunities to participate in LSU agreements. In support of this commitment, (a) the Foundation shall use good faith and commercially reasonable efforts to provide opportunities to Diverse Businesses that are either certified by the State or another certifying entity in a diverse category as a subcontractor or supplier and (b) the Foundation shall provide to LSU a list of Diverse Businesses during each Foundation Fiscal Year, which list shall identify as to each Diversity Business contained thereon (i) the legal name thereof, (ii) the principal office or address, (iii) ownership and (iv) the services or good that it may provide or supply and the value of the goods or services procured therefrom. To the extent that any Applicable Law would require that this Article XVIII be modified or voided, the Parties agree that such provision may be amended or severed from this Agreement without affecting any of the other terms hereof.

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ARTICLE XIX

INDEPENDENT CONTRACTORS

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Foundation shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement.

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ARTICLE XXI

TAX LIABILITY

The Foundation hereby agrees that the responsibility for payment of taxes due, if any, in connection with the funds received by it under this Agreement shall be the obligation of the Foundation.

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ARTICLE XXII

MISCELLANEOUS

Section 22.01. Severability. If any clause or provision of this Agreement is deemed to be illegal, invalid or unenforceable under present or future Applicable Law effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 22.02. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. The 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana, shall be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding by and among the Parties in connection with, or by reason of, this Agreement.

Section 22.03. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by: (1) hand; (2) U.S. Postal Service, postage prepaid, certified mail, return receipt requested; (3) by private, commercial carrier; or (4) sent by telecopy or other form of rapid electronic transmission when the receipt is confirmed in writing by the addressee. Notices must be addressed to the addressee at the addresses shown below or to such other person or address as a Party may give notice to the other Parties:

If to LSU: President of LSU
 Louisiana State University
 3810 West Lakeshore Drive
 Baton Rouge, Louisiana 70803
 Facsimile: (225) 578-4749

With copies to (which copies shall not constitute notice):

 General Counsel
 LSU
 3810 West Lakeshore Drive, Suite 124
 Baton Rouge, Louisiana 70808
 Facsimile: (225) 578-5524

and

 Executive Vice President for Finance and Administration and CFO
 Louisiana State University
 330 Thomas Boyd Hall
 Baton Rouge, Louisiana 70803
 Facsimile: (225) 578-5403

and

Associate Vice President for Facility and Property Oversight
Louisiana State University
212A Facilities Services Building
Engineering Lane
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-5597

If to Foundation: LSU Research Foundation
Building 340, East Parker Boulevard
Baton Rouge, Louisiana 70803
Facsimile: (225) 615-8910
Attn: Chief Executive Officer

With a copy to (which copy shall not constitute notice):

Kantrow, Spaht, Weaver & Blitzer, APLC
445 North Boulevard
Baton Rouge, Louisiana 70802
Facsimile: (225) 343-0630
Attn: W. Scott Keaty

Section 22.04. Entire Agreement. This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Ground Lease shall be deemed to exist or to bind the Parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 22.05. Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated on or subsequent to the date hereof and duly executed by the Parties and all required approvals have been obtained.

Section 22.06. Construction. LSU and the Foundation and/or their respective counsel have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by LSU and the Foundation, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. In entering this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

Section 22.07. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned .pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

Section 22.08. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof" "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Agreement are for reference purposes, and shall not control or affect the construction of this Agreement or the interpretation hereof in any respect. Article, section, subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Time.

Section 22.09. Further Assurances. From time to time hereafter, each Party shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the other Party may reasonably request, for the purpose of fulfilling its obligations hereunder.

Section 22.10. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, board member, officer, agent or employee of any Party hereto in his individual capacity, and those persons executing this Agreement on behalf of a Party to this Agreement shall not be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by Applicable Law.

Section 22.11. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to a Party upon any breach by the other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

Section 22.12. Compliance with Applicable Law. Each Party shall comply, and shall cause all Persons using the Property (including the Agent, the Tenants and any contractors, subcontractors, vendors and suppliers) to comply, with Applicable Law, including, without limitation, all applicable Environmental Laws, in the performance of its obligations under this Agreement.

Section 22.13. Memorandum of Lease. Neither LSU nor the Foundation shall file this Agreement for recordation in East Baton Rouge Parish, Louisiana, or in any public place without the written consent of the other. In lieu thereof LSU and the Foundation agree to execute in recordable form a memorandum of this Agreement in the form of **Exhibit E** attached hereto. Such memorandum shall be filed for record in East Baton Rouge Parish, Louisiana.

Section 22.14. Applicable Law. The obligations of each party to this Agreement shall be performed in accordance with all Applicable Law.

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[Signature Page to Cooperative Endeavor Agreement]

IN WITNESS WHEREOF, the undersigned duly authorized representative has signed this Agreement on behalf of LSU on the ____ day of _____, 2019, to be effective on the Effective Date, in the presence of the undersigned competent witnesses, who hereunto signed their names with me, Notary, after due reading of the whole.

WITNESSES

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

Printed Name:

Printed Name:

By: _____
Name: F. King Alexander
Title: President, Louisiana State University

Notary Public

Printed Name

LSBA Roll No. _____

My Commission is for life.

[Signature Page to Cooperative Endeavor Agreement]

IN WITNESS WHEREOF, the undersigned duly authorized representative has signed this Agreement on behalf of the Foundation on the ____ day of _____, 2019, to be effective on the Effective Date, in the presence of the undersigned competent witnesses, who hereunto signed their names with me, Notary, after due reading of the whole.

WITNESSES

LSU RESEARCH FOUNDATION

Printed Name:

By:_____

Name: Tony Lombardo

Title: Interim Chief Executive Officer

Printed Name:

Notary Public

Printed Name

LSBA Roll No. _____

My Commission is for life.

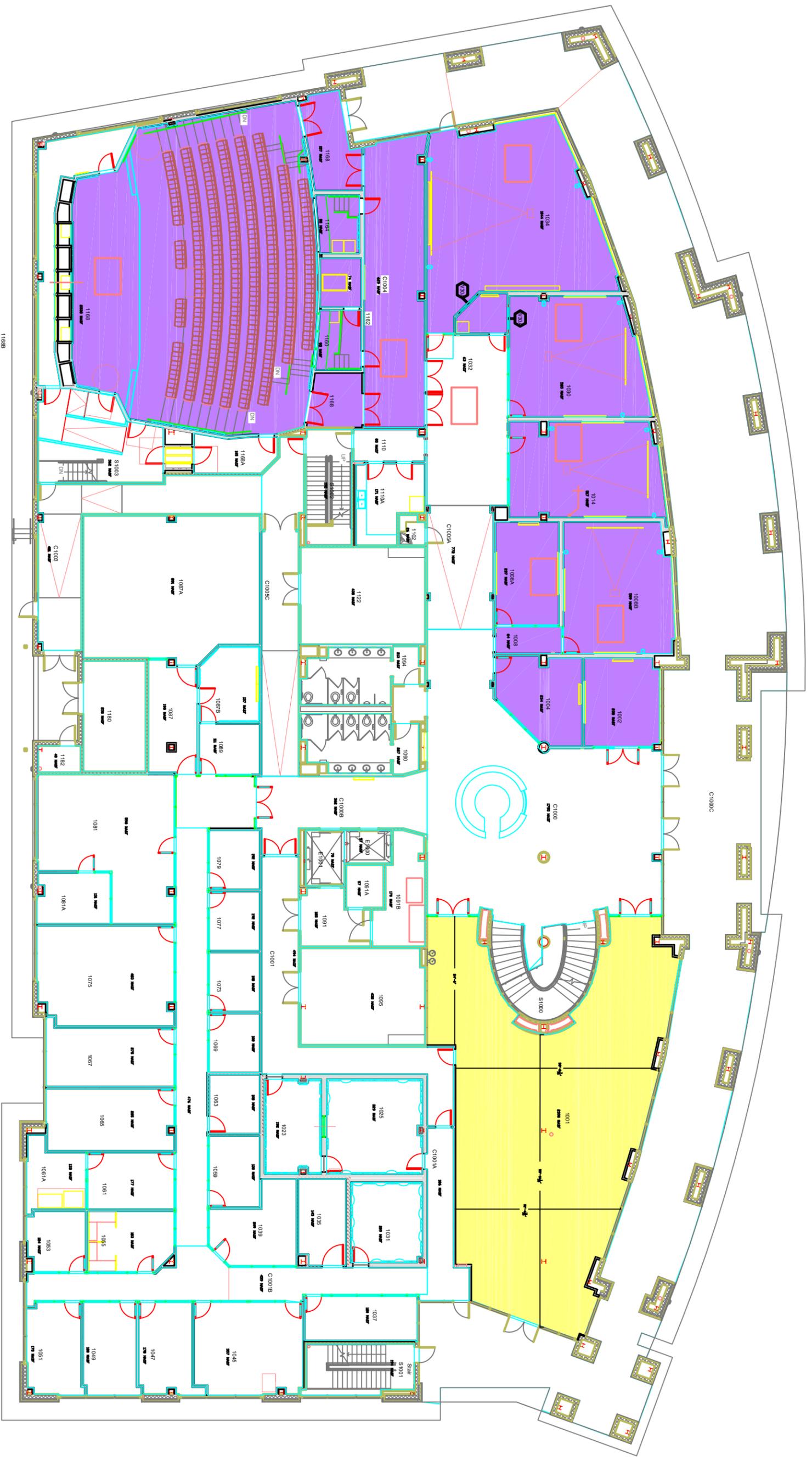
EXHIBIT A

DESCRIPTION OF THE LAND

[metes and bounds description to come – survey in progress
and will include the footprint of the LETC building plus a 5 foot perimeter]

EXHIBIT B

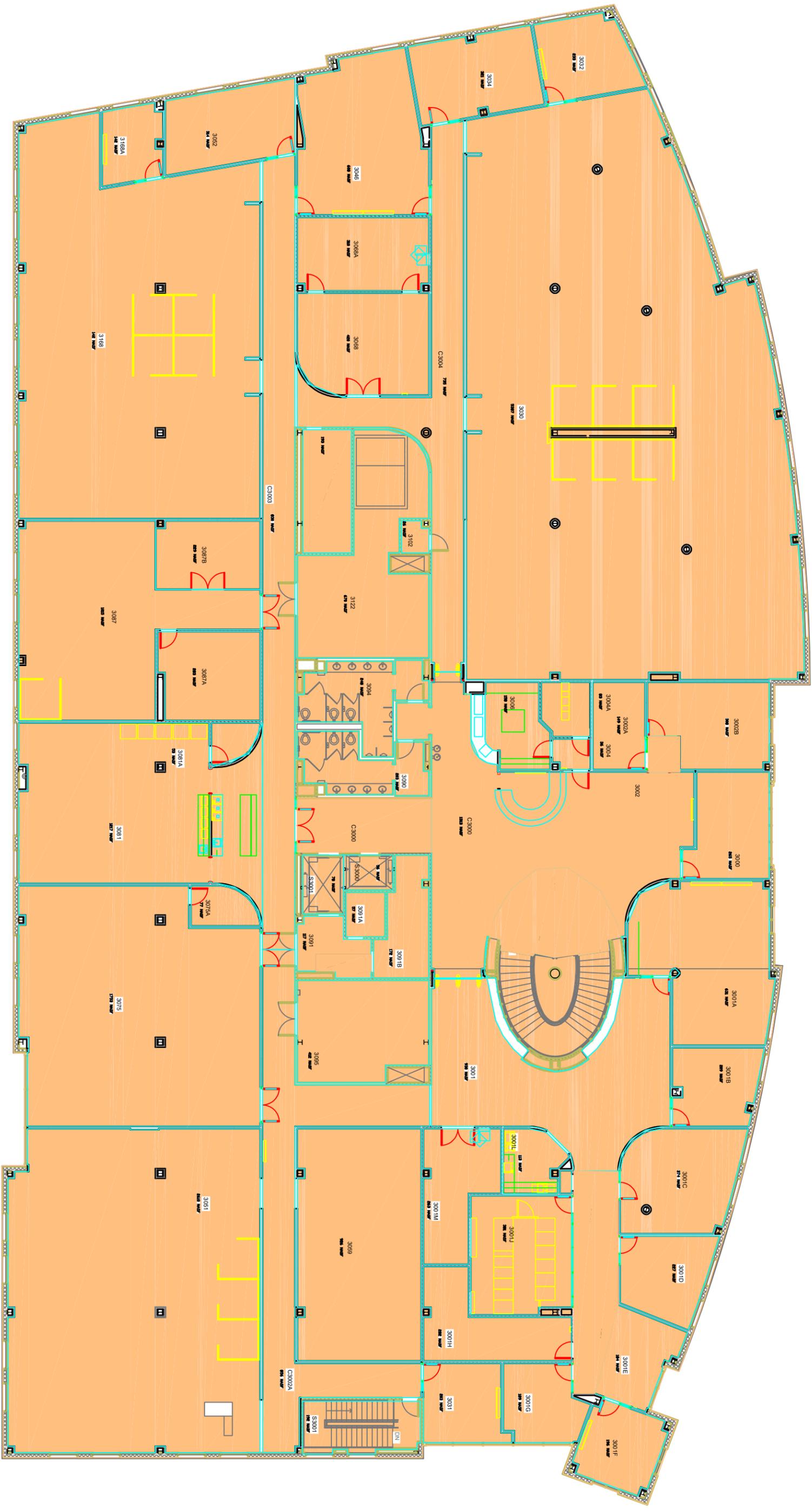
**DESCRIPTION OF LDMF FOUNDATION LEASED SPACE
AND LDMF LSU SPACE**



Digital Media Center- 1st floor

Shared Conferencing Space- 7, 155 sq/ft

Shell Space-5, 128 sq/ft



Digital Media Center- 1st floor

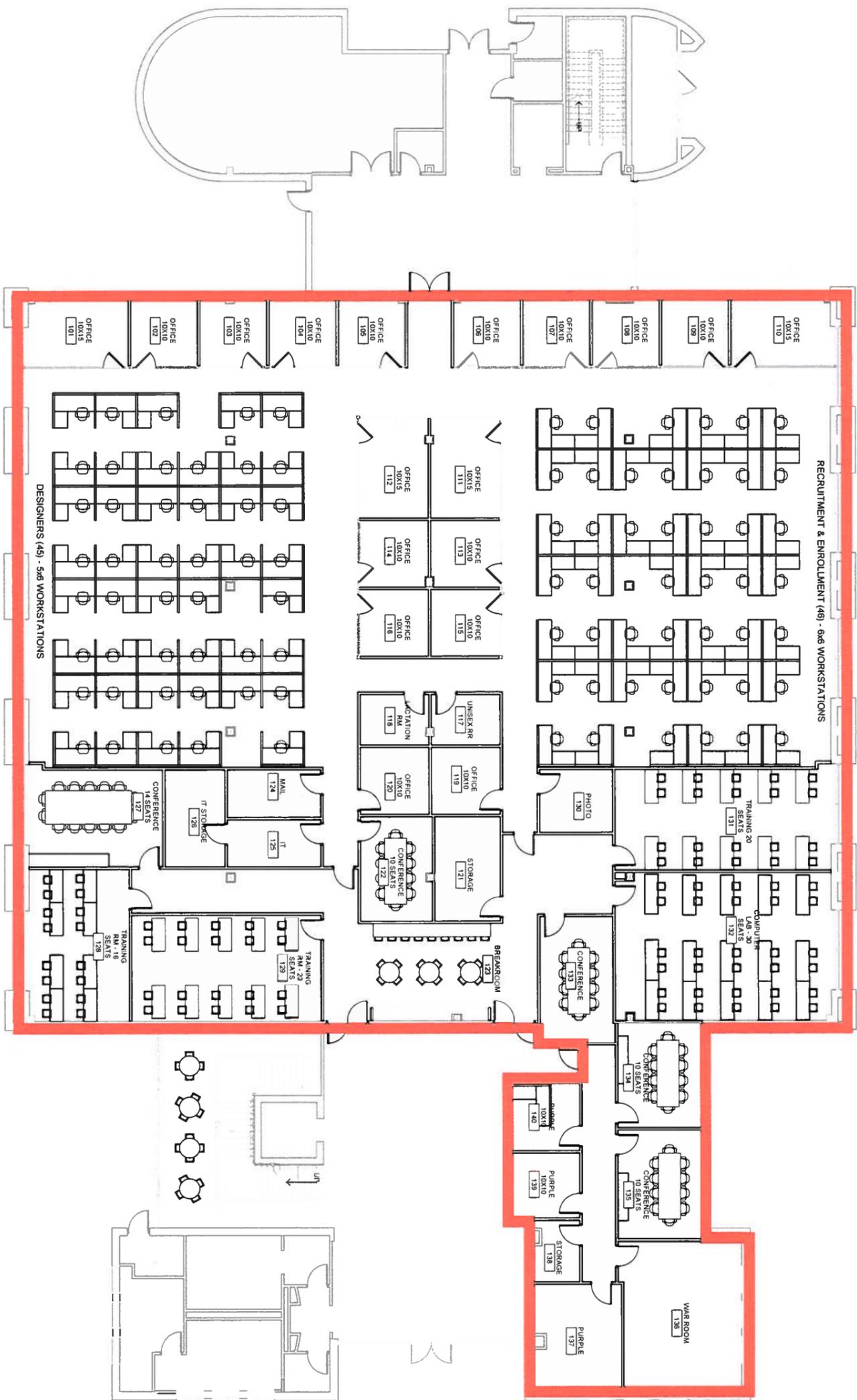
3rd floor space- 33,275 sq/ft

3

EXHIBIT C

DESCRIPTION OF LETC SHELL SPACE IMPROVEMENTS

1ST FLOOR PLAN
1/8" = 1'-0"



14,793 SF

COLEMAN PARTNERS

PLAN SYMBOLS

ROOM NAME	ROOM DESIGNATION TAG
DOOR	DOOR DESIGNATION TAG
WINDOW	WINDOW DESIGNATION TAG
WALL	WALL DESIGNATION TAG
FINISH MATERIAL	FINISH MATERIAL DESIGNATION TAG
CEILING	CEILING DESIGNATION TAG
BUILDING / WALL / DETAIL SECTION	BUILDING / WALL / DETAIL SECTION DESIGNATION TAG
DETAIL	DETAIL DESIGNATION TAG
ELEVATION DATUM HEIGHT	ELEVATION DATUM HEIGHT
ELEVATION	ELEVATION DESIGNATION TAG

GENERAL NOTES - PLAN

- DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD AND FROM FACE OF STUD TO FACE OF STUD. MASONRY/CONCRETE EXCEPT WHERE OTHERWISE NOTED.
- ALL DIMENSIONS ON EXTERIOR DOORS AND WINDOWS ARE FROM FINISH TO FINISH.
- ALL NEW DOOR JAMBS SHALL BE 5" MINIMUM FROM WALL TYPICAL, EXCEPT WHERE OTHERWISE NOTED.
- REFER TO SPECIFICATION FOR METAL STUD GAUGE AND BRIDGING REQUIREMENTS.
- CONTRACTOR SHALL PROVIDE METAL STUD ON WOOD STUD BENCHING/BACKING AND/OR STRAPPING FOR ALL WALL HUNG OR MOUNTED ARCHITECTURAL HARDWARE ITEMS INCLUDING BUT NOT LIMITED TO MILNWORKS, TOILET PARTITIONS, TOILET ACCESSORIES, ETC.
- REFER TO A25 FOR FINISH SCHEDULE FLOOR PATTERNS AND OTHER INTERIOR ITEMS INCLUDED.

MATERIAL KEYNOTES

LSU CONT. ED
340 E Parker Blvd.
Suite #101
Baton Rouge, LA 70808

Project Number: 19015
Date: 05-07-2019
Project Architect: P.A.

COLEMAN PARTNERS
ARCHITECTS, LLC
www.cparch.com

337 NORTH BOULEVARD
BATON ROUGE, LA 70806
PH: 225.397.4144 FAX: 225.214.5365

3701 KIRBYDR, SUITE 888
HOUSTON, TX 77098
PH: 832.947.1008 FAX: 282.214.5365

935 GRAVIER ST. SUITE 830
NEW ORLEANS, LA 70112
PH: 504.522.3191 FAX: 225.214.5365

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions / Submission

NO.	REVISION	DATE

FLOOR PLAN
A2.1

EXHIBIT D
COPY OF ANCHOR TENANT LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Agreement**") is entered into effective as of the 1st day of February, 2013 (the "**Effective Date**"), by and between

LOUISIANA STATE UNIVERSITY SYSTEM RESEARCH AND TECHNOLOGY FOUNDATION, a Louisiana nonprofit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, appearing herein through and represented by Arthur R. Cooper, its duly authorized Chief Executive Officer appointed by its Board of Directors (hereinafter referred to as the "**Foundation**"),

and

ELECTRONIC ARTS INC., a Delaware corporation, TIN 94-2838567, appearing herein through and represented by Curt Wilhelm, Vice President, Corp. Services & Facilities, Electronic Arts, Inc. (hereinafter referred to as "**EA**").

RECITALS

WHEREAS, EA is engaged in the business of testing interactive digital games;

WHEREAS, the Foundation desires to lease to EA, and EA desires to lease from the Foundation, certain space in the Louisiana Digital Media Facility, a digital media building located on East Parker Boulevard, LSU Campus, in Baton Rouge, Louisiana (the "**LDMF**");

WHEREAS, EA and Louisiana Department of Economic Development ("**LED**") have entered into a Cooperative Endeavor Agreement dated August 20, 2008 ("**CEA**") which provides that the State of Louisiana will provide certain incentives to encourage the location of EA in Baton Rouge;

WHEREAS, the parties agree and acknowledge that their intent is that this Agreement is entered into contingent upon and in connection with the modification of the CEA with the State of Louisiana and LED, to provide for, among other things, continuing financial incentives to be provided for EA in connection with EA's occupation of the Premises (as defined below) and full payment of all Rent, utilities and other support hereunder on behalf of EA. The continuation of the benefits to EA contained in the CEA are significant inducements for EA entering into this Agreement;

WHEREAS, the parties agree that this Agreement shall not become effective until EA has terminated the Participation and Use Agreement between EA and the Board of Supervisors of LSU & Agricultural and Mechanical College, and amended the CEA to incorporate this Agreement as a replacement Exhibit to the CEA;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties agree as follows:

1. **PREMISES**

THE FOUNDATION HEREBY LEASES TO EA THE PREMISES CONTAINING A TOTAL GROSS TENANT AREA OF 28,253 SQUARE FEET OF OFFICE SPACE, INCLUDING THE ENTIRE THIRD FLOOR OF THE LOUISIANA DIGITAL MEDIA CENTER DESCRIBED MORE FULLY ON EXHIBIT "A" ATTACHED HERETO (THE "PREMISES").

2. **SERVICES**

The Foundation hereby also agrees to provide EA the following services:

- (a) The Foundation shall provide EA access to, and use of, any common areas related to the Premises (herein "**Common Areas**").
- (b) The Foundation shall provide EA, at EA's expense and at EA's request, access to local and long distance telecommunication services, which charges shall be established by the Foundation and billed to EA. Such charges shall be at standard rates charged to all Foundation tenants.
- (c) The Foundation shall provide EA with reasonably adequate parking for EA's staff, contractors and invitees to the Premises at no additional cost to EA in the 450 space parking lot adjacent to the Premises. Landlord shall exercise commercially reasonable efforts to ensure that such spaces are EA at all hours including after hours, however during LSU home football games and other large events on the LSU Campus, Landlord will provide EA with notice of the event and work with EA to provide parking and or transportation to EA's staff to allow them access to the Premises
- (d) The Foundation shall provide EA, at EA's expense and at EA's request, reasonable use of a facsimile machine, word processing equipment, and secretarial support and EA shall pay all charges for such use as established by the Foundation.
- (e) The Foundation will allow EA to use furniture, fixtures and equipment when available at no additional cost.
- (f) The Foundation shall provide EA with routine janitorial service (as described in Exhibit "B" hereto) at the Foundation's cost. Extraordinary cleaning or janitorial services may be provided by the Foundation, in its sole discretion, at EA's expense and at an agreed upon price, which shall not exceed \$ 16.50 per hour during the first year of this agreement with an annual increase on no more that 5% per year each year thereafter.
- (g) The Foundation shall provide EA with utilities as set forth in Section 27 of this Agreement at the Foundation's cost.

3. **RENT AND OTHER CHARGES**

EA shall pay the Foundation the following rent and other charges:

(a) **RENT:**

(i) EA or the Louisiana Department of Economic Development (the "**LED**") shall pay the Foundation monthly rent in the amount of \$38,750.00 (the "**Rent**"). Except as set forth hereinbelow, the Rent shall be due and payable in advance on the first day of each calendar month at the Foundation's address designated in Section 23 (or such other address as the Foundation may designate in accordance with the provisions of Section 23) (each a "**Monthly Rent Installment**"). The Monthly Rent Installment shall be in payment of all services provided by the Foundation to EA except use of those items set forth in Section 2(c) above, extraordinary cleaning or janitorial services, extraordinary utility costs, internet, phone charges, and other telecommunication services and equipment, and any other amounts charged pursuant to Section 3(c) hereof, all of which shall be the responsibility of EA. EA shall have no obligation for payment of maintenance and area costs, operating expenses, taxes, insurance or any other costs except as expressly set forth this Agreement.

(ii) Notwithstanding anything to the contrary contained herein, payment of the Monthly Rent Installment by the LED shall be considered payment by EA. In the event that the Foundation has not received the Monthly Rent Installment from LED, or another Louisiana state agency on EA's behalf, the Foundation shall provide EA with written notice of such failure to pay. EA shall then have forty-five (45) days from the date it receives such notice either to pay the Monthly Rent Installment or to vacate the Premises, in which case no unpaid Rent shall be due from EA to the Foundation and the Foundation shall look to LED for payment of any unpaid Rent.

(b) **TELECOMMUNICATION CHARGES:** EA shall pay for telecommunication services and equipment at rates established by the Foundation or by outside providers that EA contracts with directly and outside of this Agreement.

(c) **OTHER SERVICE CHARGES:** Charges for other services as referenced herein, and which have been specifically requested by EA, shall be paid by EA to the Foundation upon receipt of invoices for same. Such service charges owed to the Foundation over forty-five (45) days past due shall constitute a default under this Agreement; and

(d) **NSF CHARGES:** A \$75 NSF Fee will be assessed to EA for any checks payable to the Foundation returned unpaid for any reason.

4. **TERM**

The term of this Agreement is seventy-one (71) months, commencing February 1, 2013 and ending December 31, 2018 (the "Term"), unless extended as set forth herein. Any changes to the Term of this Agreement must be agreed to in writing by both parties.

5. **RENEWAL**

EA may renew this Agreement at EA's sole option for a period of five (5) years on the same terms and conditions as set forth herein. If EA desires to renew this Agreement for a term of five (5) years, it must provide the Foundation with a written request, at least thirty (30) days prior to the expiration of the original Term of this Agreement, which renewal is conditioned upon payment by EA of all sums then due and owing by EA to the Foundation pursuant to this Agreement or otherwise. The Monthly Rent Installment for any additional term shall be determined on the basis of \$18.00 per square foot.

6. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon an event of default of the other and expiration of the applicable cure period as set forth herein without the cure of the default having been accomplished.

In addition to any other right of EA to terminate this Agreement, this Agreement may be terminated by EA upon thirty (30) days prior written notice to the Foundation for no reason or for any reason whatsoever.

If this Agreement is terminated for any reason, the Foundation shall be entitled to recover from EA or LED all sums due by EA to the Foundation up to and including the date of actual surrender of the Premises to the Foundation.

7. **CARE AND USE OF FACILITIES**

EA shall occupy and use the Premises only for general office use, and for such other uses as are reasonably associated with or necessary for the conduct of EA's business therein, including, specifically and without limitations, the operation of the WW QA North American Test Center related to EA's interactive digital games (herein "EA's Use") and for no other purpose. During the Term of this Agreement, the Foundation shall not permit occupancy or use of the Premises or any other part of the LDMF by any person or entity, other than EA, that is engaged in the production of video or digital games and any directly related business without EA's prior written consent thereto.

Subject to EA's right to use and occupy the Premises for EA's Use, EA shall not permit any conduct or condition which may endanger, materially disturb or otherwise unreasonably interfere with the normal operations of any other LDMF occupant or with the management of the LDMF. The Foundation shall not permit any conduct or condition arising out of occupancy by any other LDMF occupant which endangers, materially disturbs or otherwise unreasonably interferes with EA's use of the Premises and its normal operations therein. EA may use all

Common Areas only for their intended purposes. The Foundation shall have exclusive control of all Common Areas at all times.

EA shall comply with all health, safety, environmental and other ordinances and laws now existing or to be enacted, and the rules and regulations established or to be established by the Foundation. EA shall maintain and keep the Premises in a neat, clean and orderly condition, as a prudent administrator, during the Term of this Agreement, or any extension thereof, and shall not cause damage to or defacement of same. At the termination of this Agreement, whether by expiration or termination, EA shall, without further notice, deliver to the Foundation management at the address set forth in Section 23 all of the keys to the Premises, all of the parking access cards and permits issued to EA, and all of the furniture and fixtures assigned to EA; deliver possession of the Premises and appurtenances to the Foundation; and clean the Premises such that it is free from trash and in the original condition as received (save and except any alterations, additions and improvements consented to in writing by the Foundation as provided herein), reasonable wear and tear accepted. EA shall not cause an increase in the fire or hazard insurance premiums by EA's use of the Premises. EA shall not conduct any unlawful trade, occupation, or operation in the Premises or in the LDMF.

8. ALTERATIONS OR IMPROVEMENTS

The Foundation is providing hereunder a newly constructed tenant space making up the Premises, including all furnishings, fixtures and equipment in accordance with the plan attached hereto and made a part hereof. EA shall pay only for those items that shall be owned by EA, including internal signage and logos, access and CCTV systems for the Premises, audio-visual and other equipment not provided by the Foundation in the new construction, and all EA IT owned equipment, including servers, switches and related equipment. EA shall install and own the access system on the third floor which shall be separate from the Foundation's building access system. EA's access system shall have the ability to open the main building entrance door on the first floor. EA shall also install and own a CCTV system on the third floor to monitor the Premises. EA shall not make or allow to be made any alterations, modifications or improvements, other than minor cosmetic changes such as painting and floor coverings, in and to the Premises or the LDMF without first obtaining the written consent of the Foundation which consent shall not be unreasonably withheld. Such consent shall be obtained from the Chief Executive Officer of the Foundation. Any and all such other alterations, modifications, or improvements made by or through EA shall become the property of the Foundation and shall be surrendered to the Foundation at the termination or expiration of this Agreement or any extensions or renewals thereof without compensation. Any such alterations, modifications or improvements shall not impair the safety or the appearance of the Premises or the LDMF and shall be made according to all applicable laws, ordinances, regulations and policies, including but not limited to those of the Foundation and LSU. At the termination of this Agreement, if the Foundation directs by written notice to EA, EA, at its sole expense, shall promptly remove any additions from the Premises and/or restore to the Premises any modifications or improvements designated by the Foundation and repair any damage caused by such removal and restore the Premises to its original condition.

Notwithstanding the foregoing, EA shall have the right to erect, maintain and operate on the roof of the LDMF certain antenna and satellite communications facilities for its own use,

including without limitation utility lines, transmission lines, electronic equipment, transmitting and receiving antennas, and other supporting equipment and structures thereto (the "Communications Facilities"). In connection therewith, EA shall have the right to perform all work necessary to prepare, maintain and alter the Communications Facilities for EA's business operations and to install transmission lines in connection with the Communications Facilities. The Foundation reserves the right to observe the erection, maintenance and installation of the Communications Facilities, and reserves the right to approve the connection details to the existing roof or building structure. The Foundation shall not be responsible to EA, and EA holds the Foundation harmless, with respect to any interference by other antenna or rooftop structures either now existing or to be erected in the future. Title to the Communications Facilities shall be held by EA, and all of the Communications Facilities shall remain EA's personal property and are not fixtures. EA has the right to remove all Communications Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, however, that EA shall repair to the Foundation's reasonable satisfaction any damage to the LDMF caused by such removal and restore the LDMF to its original condition.

EA agrees to pay promptly all sums allegedly due and payable for any work, labor or services performed or materials supplied to the Premises and to have canceled immediately, by posting bond or otherwise, any lien or encumbrance placed on the property of the Foundation as a result of any work authorized or allowed by EA. EA shall indemnify and hold the Foundation harmless from any and all claims, liens, or costs (including attorney's fees), which arise from any work authorized or allowed by EA.

9. **SIGNS**

The general design, location, size and nature of EA's signage (the "Signage Plan"), has been approved by EA, the Foundation and the LSU System and is attached to this Agreement as Exhibit "C" and made a part hereof. The Signage Plan specifies which interior signage shall be furnished and maintained by the Foundation at its expense, and which signage shall be furnished and maintained by EA at its expense. Except for EA's Signage as described and included within the Signage Plan, EA shall not place any signs in or on the Premises or the LDMF other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. EA shall remove its signs at the termination of this Agreement, shall repair any resulting damage, and shall restore the Premises and the LDMF to their condition existing prior to the installation of EA's signs. EA shall not otherwise mark, paint, drill into or in anyway alter the windows, doors, walls, ceiling, partitions or floors of the Premises or the LDMF other than as allowed by Section 8 above, without the prior written consent of the Foundation.

10. **MAINTENANCE**

The Foundation shall maintain the LDMF, including the Premises, the Common Areas, the building systems and any other improvements owned by the Foundation located in the LDMF or on the Common Areas in good order and repair at all times. If EA becomes aware of any condition that is the Foundation's responsibility to repair, EA shall promptly notify the Foundation in writing of the condition. The Foundation shall not be obliged to make any repairs caused by the fault, negligence, acts or omissions of EA or those of EA's agents, directors,

officers, employees, or visitors, and the Foundation shall not be liable for any damages caused thereby, and any such repairs shall be made at the sole expense of EA.

EA shall keep the Premises in a neat and orderly condition. Except for those alterations, repairs and replacements occasioned by normal wear and tear (which shall be the responsibility of the Foundation), or unless caused by the negligence or willful misconduct of the Foundation, alterations, repairs and replacements to the Premises, the LDMF or the Common Areas, made necessary because of: (i) any EA alterations, modifications or improvements made in accordance with the terms of this Agreement; (2) any use or circumstances special or particular to EA; or (iii) any act or omission of EA or its directors, officers, employees or visitors, shall be made at the sole expense of EA.

11. INSURANCE

EA shall, during the entire term hereof, keep in full force and effect a policy or policies of commercial general liability, property damage, and fire insurance, acceptable to the Foundation, with respect to the Premises, and the business and operations of EA in or about the Premises and the LDMF, with combined single limits of commercial general liability of not less than two million (\$2,000,000.00) dollars per occurrence and five million (\$5,000,000.00) dollars general aggregate issued by a solvent insurance company acceptable to the Foundation, authorized to do business in the State of Louisiana, and bearing a rating of A+:XV. The Foundation shall be named as an additional insured on said policies and will be provided a 30 day notification of any policy cancellations, nonpayment of premiums, or policy alterations by the insurance company.

EA shall carry an Employer's Liability and Worker's Compensation Liability Insurance policy for full coverage and protection against liability to employees.

Prior to the commencement of this Agreement, and at any other time demanded by the Foundation, EA shall furnish certificates of all insurance policies required pursuant to this Agreement, which policies shall be issued to EA and/or the Foundation as their interests may appear, together with a certification to the Foundation that all such insurance is in force and will not be canceled or otherwise changed or modified during the term of this Agreement or any extension and/or renewal thereof without notifying the Foundation in writing thirty (30) days in advance of such contemplated cancellation or modification.

Any insurance carried by the Foundation shall be in addition to that required to be carried by EA and in the event of dual coverage, the Foundation's insurance shall be considered as excess coverage.

In addition to the insurance coverage to be provided by EA for the benefit of the Foundation pursuant to this Section 11, the Foundation shall maintain insurance through the Office of Risk Management against loss or damage to the Premises and the LDMF with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Premises and the LDMF subject to a commercially reasonable deductible not less than \$1,000.00 (excluding coverage of EA's personal property and any alterations by EA), for damage to property arising out of any one

occurrence. The Foundation further agrees to carry, or cause to be carried, during the Term, insurance for fire, extended coverage, vandalism and malicious mischief, insuring the improvements located within the Premises, for the full insurable replacement value thereof. The Foundation also agrees to carry, or cause to be carried, during the Term hereof, workmen's compensation insurance and public liability insurance on the Premises, providing coverage of not less than \$1,000,000 combined single limit with a \$4,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy), for bodily injury, personal injury or death. Either EA or the Foundation shall be entitled to make reasonable requests of the other party to furnish certificates of all insurance policies required pursuant to this Agreement, which certificates shall be provided within a reasonable amount of time following such limited and reasonable requests. Notwithstanding anything to the contrary set forth herein, provision of insurance by the Office of Risk Management, is deemed to comply with the Foundation's requirements in this Section 11.

12. LIABILITY AND INDEMNITY

Except to the extent caused by or contributed to by the negligence or willful misconduct of the Foundation or its board members, officers, or employees (herein "**Foundation Indemnitees**"), EA will protect, indemnify and hold harmless the Foundation Indemnitees from and against any and all claims, actions, damages, liability and expense (including fees to attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property in or about the Premises or the LDMF to the extent caused by the negligence or fault of EA or its officers, directors, or employees. In case any action or proceeding is brought against the Foundation Indemnitees by reason of the foregoing, EA, at its expense, shall resist and defend such action or proceeding, or cause the same to be resisted and defended by counsel (reasonably acceptable to the Foundation Indemnitees) designated by the insurer whose policy covers such occurrence or by counsel designated by EA and approved by the Foundation Indemnitees. EA's obligations pursuant to this subsection shall survive the expiration or termination of this Agreement.

Except to the extent caused by or contributed to by the negligence or willful misconduct of EA or its officers, directors or employees (herein "**EA Indemnitees**"), and to the extent allowed by law, the Foundation will protect, indemnify and hold harmless the EA Indemnitees from and against any and all claims, actions, damages, liability, and expense (including fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property caused to any person in or about the Premises or the LDMF to the extent occasioned by the negligence or fault of the Foundation or its board members, officers or employees. In case any action or proceeding is brought against the EA Indemnitees by reason of the foregoing, the Foundation, at its expense and to the extent allowed by law, shall resist and defend such action or proceeding, or cause the same to be resisted and defended by counsel (reasonably acceptable to the EA Indemnitees) designated by the insurer whose policy covers such occurrence or by counsel designated by the Foundation and approved by the EA Indemnitees. The Foundation's obligations pursuant to this subsection shall survive the expiration or termination of this Agreement.

13. SUCCESS OR FAILURE OF EA'S BUSINESS

EA specifically recognizes and acknowledges that the business venture to be undertaken by EA depends upon the ability of EA as an independent business person, as well as other factors, such as market and economic conditions, all of which are beyond the control of the Foundation. EA acknowledges that success or failure of EA's business enterprise will be dependent on the business acumen and diligence of EA. EA agrees that success or failure of EA's business will not depend on the Foundation's performance under this Agreement or any other agreement with the Foundation, and the Foundation makes no representations or warranties as to the growth or success of EA's business. The Foundation shall have no liability to EA whatsoever for the success or failure of EA's business including but not limited to any consequential or incidental damages to EA or to any other person or entity.

14. SUBLEASE, ASSIGNMENT or TRANSFER BY EA

EA shall not enter into nor permit any sublease, assignment or transfer (herein "Transfer") of this Agreement or any rights hereunder voluntarily or by operation of law, without the prior consent of the Foundation, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation, EA agrees that the Foundation's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of the LDMF or the Foundation, (ii) the business or business reputation of the proposed transferee is unacceptable to the Foundation, in its commercially reasonable discretion, or (iii) EA is in default, beyond any applicable cure period, under this Agreement, or any act or omission by EA shall have occurred, which, with the giving of notice and/or the passage of time, would constitute a default. Consent to one Transfer shall not be deemed to be consent to any subsequent Transfer. In no event shall any Transfer relieve EA from any obligation under this Agreement. The Foundation's acceptance of fees from any person shall not be deemed to be a waiver by the Foundation of any provision of this Agreement or to be consent to any transfer. Any Transfer not in conformity with this Section 14 shall be void at the option of the Foundation.

In connection with any request by EA for the Foundation's consent to a Transfer, EA shall provide the Foundation, at least fifteen (15) days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information the Foundation reasonably requests. Immediately following the Foundation approving any Transfer, EA shall deliver to the Foundation an assumption agreement reasonably acceptable to the Foundation executed by EA and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of EA under this Agreement. EA agrees to reimburse the Foundation for reasonable administrative and attorney's fees (not to exceed \$1,000) in connection with the processing and documentation of any Transfer for which the Foundation's consent is requested.

Notwithstanding any provision herein to the contrary, the Foundation's consent shall not be required for any Transfer by EA to an Affiliate provided that (i) EA provides the Foundation notice of the Transfer at least fifteen (15) days prior to the effective date thereof, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate, and (ii) EA delivers to the Foundation an assumption agreement reasonably acceptable to the Foundation executed by EA and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of EA under this Agreement. For

purposes of this Agreement, "Affiliate" shall be defined to mean a company or other person controlling, controlled by, or under common control with, EA, where "control" shall mean the direct or indirect control by ownership or otherwise of more than fifty percent (50%) of the outstanding voting shares, ownership or voting rights, or other similar measure of control.

Notwithstanding any provision herein, no prior consent from or notice to the Foundation shall be required for any Transfer by EA pursuant to a merger, by operation of law or otherwise.

15. **DEFAULT**

The occurrence of any of the following at any time after the commencement of the Term of this Agreement shall be an event of default under this Agreement:

(a) Subject to EA's right of termination of this Agreement upon providing the Foundation written notice of same, as provided in Section 6 hereof, should EA abandon or discontinue the use of the Premises for the purposes stated herein, or should EA fail to pay any one of the Monthly Rent Installments timely or to make any other payments required by this Agreement, except as otherwise set forth herein;

(b) In the event of the failure of LED or any other Louisiana state agency to make payments under Section 3(a), the failure of EA to either pay Rent or to vacate the Premises within forty-five (45) days of receiving written notice from the Foundation of such LED's failure;

(c) Should either party become insolvent, fail to pay any debt when due, file a voluntary petition for relief under or pursuant to any Chapter within Title 11 United States Code, in or with any court of the United States, or should proceedings be instituted or a petition filed against either party looking to the appointment of a receiver or syndic or seeking an order for relief pursuant to 11 USC Section 303, to place either party in involuntary bankruptcy;

(d) Should either party make an assignment for the benefit of creditors;

(e) Should either party suffer its interest in this Agreement or any portion of the Premises or the LDMF to be seized, attached or otherwise taken or encumbered under any writ, claim or lien;

(f) Should destruction, damage or defacement occur to the Premises, the LDMF or any other property of one of the parties hereto by the actions, omissions or fault of the other party hereunder;

(g) Should either party fail to cure promptly any hazardous condition that has occurred or is reasonably likely to occur which that party has created or allowed after fifteen (15) days written notice from the other party; or

(h) Should either party breach any of its obligations to the other pursuant to this Agreement or otherwise, or fail to comply with any of the other terms, provisions, covenants or stipulations of this Agreement.

Upon the occurrence of any of the above described defaults, the non-defaulting party may give notice of such occurrence in writing to the other party at the address set forth in Section 23 hereof. If the default shall not be cured within thirty (30) days of receipt of such notice (except as to Section 15(f) which provides for a fifteen (15) day notice), the non-defaulting party may, at its sole option, at any time thereafter:

(a) Declare and make, by written notice of to the defaulting party, all sums due under this Agreement or any part of the unpaid sums immediately due and payable, or proceed one or more times for past due Monthly Rent Installments without prejudicing the non-defaulting party's rights to proceed later for any sums for the unexpired term; and

(b) Terminate this Agreement by written notice to the defaulting party, collect fees accrued to the date of surrender of the Premises, provided that no such termination of this Agreement shall relieve the defaulting party of its liability and obligations under this Agreement incurred prior to such termination, and, if the non-defaulting party is the Foundation, reenter and relet the Premises; and

(c) Recover from the defaulting party all unpaid sums due under this Agreement, as well as any additional sums provided for by law, including attorney's fees or as otherwise provided in this Agreement, to the extent allowed by law, for which the defaulting party is liable or for which the defaulting party has agreed to indemnify the other party under the provisions of this Agreement; and

(d) Exercise any other right or remedy provided to the non-defaulting party by law and/or pursuant to this Agreement, including, but not limited to, an action for specific performance of the terms of this Agreement and/or a claim for recovery of damages suffered by the non-defaulting party as a result of the default by the other party.

Either party shall have the right to sue for accrued fees in the same proceeding with any other demand it is entitled to make. Any default or delinquency on the part of one party or any failure of the other party to exercise any option above given the non-defaulting party or the exercise by the non-defaulting party of the right to sue for any accrued fees, shall not bar or abridge the right of the non-defaulting party to exercise any of said options upon any subsequent delinquency or default or to insist thereafter upon a strict compliance with said provisions, and nothing herein shall impair any other or additional right or remedy not in conflict with the foregoing provisions which the non-defaulting party may have by law or in equity.

In addition, as provided herein, the non-defaulting party shall have the right, at its sole option, to correct any default by the defaulting party and charge the defaulting party for any and all reasonable costs incurred by the non-defaulting party relative to same; and the defaulting party agrees to reimburse the non-defaulting party for such charges, including, to the extent allowed by law, its attorney's fees, within ten (10) days from receipt of written demand from the non-defaulting party.

16. SURRENDER OF PREMISES BACK TO THE FOUNDATION

Should the Agreement be declared terminated or upon expiration of its Term, EA shall surrender the Premises to the Foundation immediately, hereby waiving any notice of eviction

therefrom. If the Foundation terminates this Agreement, as provided above, the Foundation may assign the Premises to another at its discretion or make any use of the Premises as the Foundation so desires.

17. END OF TERM

EA shall surrender the facilities at the end of this Agreement in good order and condition except for reasonable wear and tear.

18. HOLDING OVER

Should EA hold over after the Term of this Agreement expires, with the Foundation's written approval, this Agreement shall continue on a month-to-month basis for a Monthly Rent Installment of one hundred twenty five percent of the prior month's Monthly Rental Installment, and for payment by EA of all other fees and charges set forth herein, and upon all of terms and conditions specified in this Agreement.

19. RELATIONSHIP OF THE FOUNDATION AND EA

Neither party hereto shall use any trademark, service mark, trade name or other indicia of the other party, nor shall either party hold itself out as having any business affiliation with the other party without having specific written agreement from the other party and upon cause shall issue public disclaimers to that effect. It is not the intent of this Agreement that either party shall gain any advantage for soliciting and selling any goods or services to employees, students, customers, or agents of the other party. Each party is specifically prohibited from direct solicitation and sale of the other party's owned or leased property. This Agreement does not create a partnership, joint venture or any other implied or inadvertent relationship between the parties.

20. WAIVER

No waiver by either party or its successors or assigns, of any breach of any of the obligations or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other obligation or condition of this Agreement.

21. DONATION, ASSIGNMENT OR TRANSFER BY THE FOUNDATION

Subject to this Agreement, the Foundation may donate, assign or transfer the Premises, the LDMF or this Agreement to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), or to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to LSU, without prior consent from or notice to EA. In the event of such donation, assignment or transfer by the Foundation to LSU, all of the provisions of this Agreement as to the rights and obligations of the Foundation shall thereupon apply to LSU, or such other non-profit corporation or entity and the Foundation shall thereupon be divested of all rights and be released from all obligations to EA hereunder occurring thereafter, but none of EA's rights hereunder shall be terminated or modified by any such donation, assignment or transfer.

22. **RIGHT OF ENTRY AND INSPECTION**

EA shall permit the Foundation and its agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency) to inspect, maintain, or make alterations to the Premises or the LDMF, to exhibit the Premises or the LDMF for the purpose of sale or financing, and, during the last twelve (12) months of the Term, to exhibit the Premises or the LDMF to any prospective tenant. Provided however, the Foundation shall not bypass the EA access system more specifically described under Section 8 hereof in entering the Premises, but will check in at the EA Security Desk and follow all EA access procedures except in case of an emergency. The Foundation will make reasonable efforts not to inconvenience EA in exercising such rights and shall respect and keep confidential EA's proprietary and confidential information that may be revealed to the Foundation in connection therewith. The Foundation reserves and shall have the right and power to prescribe weight limits and position of objects located within the Premises or the LDMF in order to distribute the weight properly so that no damage is done from overloading.

23. **NOTICES**

All notices or other communications to the Foundation and EA shall be sent registered or certified mail or hand delivered to each party's address as follows:

The Foundation:	Louisiana State University System Research & Technology Foundation Attention: Chief Executive Officer 101 Louisiana Emerging Technology Center East Parker Boulevard LSU Campus Baton Rouge, Louisiana 70803
EA:	Electronic Arts, Inc. Attention: Steve Berry, Sr. Manager, Facilities, Electronic Arts-Tiburon Louisiana Business and Technology Center Louisiana State University South Stadium Drive Baton Rouge, Louisiana 70803
With a copy to:	Curt Wilhelm 209 Redwood Shores Parkway Redwood City, CA 94065
With a copy to:	Russell Evans 209 Redwood Shores Parkway Redwood City, CA 94065

Notice to the above addresses shall be sufficient for any reason unless a change of address has been sent by certified mail. All matters which must be approved by the Foundation

and all items which must be delivered to the Foundation shall be processed through the Foundation's Chief Executive Officer, who shall be the Foundation's Coordinator of this project.

24. **QUIET ENJOYMENT**

The Foundation covenants that EA, upon performing all of its covenants, agreements and conditions of this Agreement, shall have quiet and peaceful occupation of the Premises as against anyone claiming by or through the Foundation, subject, however, to the terms of this Agreement.

25. **COMPLIANCE WITH LAWS/BUILDING RULES AND REGULATIONS**

EA will, at its expense, promptly comply with all laws now or subsequently adopted pertaining to the Premises, the LDMF, parking areas for the LDMF or EA's Use, but it is expressly understood that the Foundation has constructed the Premises and the LDMF to be in compliance with ADA requirements for EA's Use. Unless the cost thereof is paid by EA, neither EA nor its agents shall use the Premises in any manner that under any law or regulation would require the Foundation to make any alteration to or in the LDMF or Common Areas. Without limiting the foregoing, EA shall not change EA's Use in any manner that would cause the Premises or the LDMF to be deemed a "place of public accommodation" under the ADA if such change in EA's Use would require any such alteration. EA will comply, and will cause its agents to comply, with the LDMF Rules and Regulations set forth on Exhibit "D" attached hereto. EA acknowledges that the Foundation may from time to time reasonably amend, delete or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises and the Building, and the comfort, quiet and convenience of occupants of the Building. Modifications or additions to the Rules and Regulations will be effective upon notice to EA from the Foundation.

26. **CONDEMNATION/TAKING**

If (a) all of the Premises is the subject of a condemnation or taking ("**Taken**"), or (b) any part of the Premises is Taken, but the remainder is insufficient for the reasonable operation of EA's business, or (c) any part of the Premises is Taken, but it would be impractical or the condemnation proceeds are insufficient to restore the remainder for the reasonable operation of EA's business, then this Agreement shall terminate as of the date the condemning authority takes possession. If this Agreement is not terminated, the Foundation shall restore the LDMF and the Premises to a condition as near as reasonably possible to the condition prior to such taking, the Monthly Rental Installments and all other fees to be paid by EA hereunder shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this Agreement shall be amended appropriately. All condemnation awards and similar payments shall be paid and belong to the Foundation, except any amounts awarded or paid specifically to EA for removal and reinstallation of EA's trade fixtures, personal property or EA's moving costs, or for EA's business damages.

27. **UTILITIES AND OTHER SERVICES**

Notwithstanding any provision in this Agreement to the contrary, the Foundation shall furnish utility services for EA's use of the Premises 24 hours per day, 7 days per week, which

shall include, but not limited to: (i) electricity; (ii) chilled water/HVAC; (iii) trash removal and janitorial services pursuant to the cleaning schedule and specifications attached as Exhibit "B;" (iv) water; (v) elevator service; and (vi) such other services as reasonably appropriate or necessary.

28. **DAMAGE BY FIRE OR OTHER CASUALTY**

If the Premises is made wholly or substantially untenable by fire or other casualty, or if EA's use and occupancy of the Premises are wholly or substantially interfered with due to damage to the Common Areas, then either the Foundation or EA may, by notice to the other party within sixty (60) days after the casualty or damage, terminate this Agreement. Such termination shall become effective as of the date of such casualty or damage.

If the Premises is made substantially or wholly untenable by fire or other casualty and this Agreement is not terminated as provided above, the Foundation shall restore the Premises to the condition it was in on the Effective Date of this Agreement, not including any personal property of EA or alterations performed by EA. If the Foundation does not terminate this Agreement as provided above, and the Foundation fails within one hundred eighty (180) days from the date of such casualty to restore the Premises as required hereinabove, EA may terminate this Agreement upon notice to the Foundation delivered within thirty (30) days after the expiration of the aforesaid one hundred eighty (180) day period.

In the event of termination of this Agreement pursuant to this Section 28, the Monthly Rental Installment for the month at issue shall be prorated on a per diem basis and paid to the date of the casualty. If the Premises is untenable and this Agreement is not terminated, the Monthly Rental Installment for the month(s) at issue shall abate on a per diem basis from the date of the casualty until the Premises is ready for occupancy by EA. If part of the Premises is untenable, the Monthly Rental Installment for the month(s) at issue shall be prorated on a per diem basis and apportioned in accordance with the part of the Premises which is usable by EA until the damaged part is ready for EA's occupancy. Notwithstanding the foregoing, if any damage was proximately caused by an act or omission of EA or its agents, then in such event, EA agrees that the Monthly Rental Installment for the month(s) at issue shall not abate or be diminished during the Term of this Agreement.

29. **IMPROVEMENTS**

As of the date of EA's execution of this Agreement, EA has examined and knows the present condition of the Premises, the LDMF, the zoning, streets, sidewalks, parking areas, curbs and access ways adjoining it, and visible easements, and EA accepts them in the condition in which they now are, without relying on any representation, covenant or warranty by the Foundation, except as may be expressly set forth herein. EA and its agents shall have the right, at EA's and any such agent's own risk, expense and responsibility, at all reasonable times prior to the Effective Date hereof, to enter the Premises for purpose of taking measurements and installing its furnishings and equipment, but only as otherwise allowed by this Agreement provided that (i) EA does not unreasonably interfere with or delay the work to be performed by the Foundation, (ii) EA uses contractors and workers previously approved by the Foundation as

provided below, and (iii) EA obtains the Foundation's prior written consent or oral consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed).

30. **CAPTIONS**

The captions in this Agreement are for convenience only, are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms of this Agreement.

31. **MISCELLANEOUS**

This Agreement shall not be modified in any manner except by an instrument in writing signed by or on behalf of the parties hereto and no agreement or representation, verbal or otherwise, made by the Foundation or EA, shall be binding on either party unless incorporated in this Agreement. The covenants, warranties and obligations contained herein shall inure to the benefit of and be binding upon the heirs, administrators and assigns of the respective parties. The obligations of all persons or entities referred to herein as EA shall be in solido. This Agreement shall be interpreted under the laws of the State of Louisiana. If any revision of this Agreement shall be invalid, the remainder of this Agreement shall not be affected thereby. This Agreement supercedes and replaces all prior agreements between the parties whether written or oral.

This Agreement is contingent upon the modification of the CEA with the State of Louisiana and LED to provide for, among other things, continuing financial incentives to be provided for EA in connection with EA's occupation of the Premises and full payment of all Rent, utilities and other support hereunder by LED on behalf of EA. The continuation of the benefits to EA contained in the CEA are significant inducements for EA entering into this Agreement. This Agreement shall also not become effective until EA has terminated the Participation and Use Agreement between EA and the Board of Supervisors of LSU & Agricultural and Mechanical College and the modification of the CEA has incorporated this Agreement as a replacement exhibit to the CEA.

[The remainder of this page is intentionally left blank.]

THUS DONE, READ AND SIGNED in duplicate originals, on the date first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereunder.

WITNESSES:

Alyssa Witty
[Signature]

THE FOUNDATION:

By: [Signature]
Arthur R. Cooper
Chief Executive Officer
Louisiana State University
Research & Technology Foundation

Date: 2/4/2013

WITNESSES:

Jan P. Powell
[Signature]

EA:

By: [Signature]
Curt Wilhelm
Vice President, Corp. Services & Facilities
Electronic Arts, Inc.

Date: 2/5/2013

**CONSENTED TO/APPROVED
PURSUANT TO LA. R.S. 17:3365:**

WITNESSES:

LSU:

By: _____
[insert name]
[insert title]
Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College
Date: _____

[Signature Page for Agreement]

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The following documents are exhibits to this Agreement:

- Exhibit "A" The Premises
- Exhibit "B" Janitorial Service
- Exhibit "C" Signage Plan
- Exhibit "D" LDMF Rules and Regulations

EXHIBIT "A"
The Premises

EA's lease space includes the entire third floor of the Louisiana Digital Media Center for a total gross tenant area of 28,253 square feet.

Space is designated according to the floor plan attached, along with any revision made after 9/7/2012.

3d View - Administration

3d View - Office - Typical

3d View - Restler Station

3d View - Lead Station

3d View - Concourse Sta.

Plan View
Scale: 1/8" = 1'-0"

Tenant: EA
Louisiana Emergency Technologies Building
LSU - Baton Rouge, LA

<p>© 2010 PARSONS BRINCKERHOFF, LLC All rights reserved. This drawing is the property of Parsons Brinckerhoff, LLC. It is not to be used, copied, or reproduced in any form without the prior written consent of Parsons Brinckerhoff, LLC. All work shall be in accordance with the Contract Documents. Approved as Shown <i>[Signature]</i></p>	<p>Sheet Title: 001010 Date: 08/11/10 Scale: 1/8" = 1'-0" Drawing: 001010.dwg Designer: 001010.dwg Checker: 001010.dwg Plotter: 001010.dwg</p>	<p>REV 11/04/10 REV 21/01/10 REV 21/05/10 REV 06/09/10 REV 09/27/10</p>
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Workplace Resource
 A Division of Workforce One
 1717 W. 8th St., Suite 100
 Austin, TX 78702
 (512) 427-2344
 (512) 427-2344 Fax

EXHIBIT "B"
Janitorial Service

LSU Research & Technology Foundation Janitorial Service

The LSU Research & Technology Foundation (LSURTF) will provide for basic tenant janitorial services. This service includes daily emptying of trash cans in each unit, vacuuming of carpet, and cleaning of the kitchen, break rooms, restrooms and common areas. It also includes twice monthly polishing of hard floor and tiled areas and annual steam cleaning of carpet.

The regular janitorial staff is on site from 9:00 am – 2:30 pm daily, Monday-Friday. They can also be contacted during these hours to address specific needs during these hours. For those activities that could be disruptive to EA staff, such as vacuuming and floor polishing, the janitorial staff will try to accomplish them during "off hours" in the evening or at a time that is convenient to EA.

EXHIBIT "C"
SIGNAGE PLAN

Signage plan to be attached prior to February 1, 2013 Effective Date.

EXHIBIT D
RULES AND REGULATIONS

- A. The plumbing facilities shall not be used for any other purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by TENANT who shall, or whose employees, agents and invitees shall, have caused it.
- B. Except as to TENANT's customary improvements, TENANT shall not deface wall, ceilings, glass, partitions, floors, doors, wood, paint, stone or metal work of the Premises or the Building by marking, nailing, drilling or otherwise defacing.
- C. TENANT shall not use, keep or permit to be used or kept, any foul or obnoxious gas or substance in the Premises or permit or suffer the Premises to be used or occupied in any manner offensive or objectionable to LANDLORD or other occupants of the Building or Program by reason of any noise, odors and/or vibrations.
- D. TENANT, or its agents, shall not play any musical instrument or make or permit any improper noises in the Building.
- E. TENANT, or its employees, shall not loiter in the entrance or corridors of the Building or Program, or in any way obstruct the sidewalks, hallways and stairways and shall use the same only as a means of access to and from the Premises.
- F. LANDLORD may limit weight, size and position of all safes, fixtures and other equipment used in the Premises. In the event TENANT shall require extra heavy equipment, TENANT shall notify LANDLORD of such fact and shall pay the cost of structural bracing to accommodate same. All damage done to the Premises or the Program by putting in, or taking out, or maintaining extra heavy equipment shall be repaired at the expense of the TENANT.
- G. TENANT shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the Fire Department or the law or with any insurance policy on the Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction, and it shall not use any machinery therein, even though its installation may have been permitted, which may cause any unreasonable noise, or jar or tremor to the floor or walls, or which by its weight might injure the floors of the Premises.
- H. Keys for the Premises shall be provided to TENANT by LANDLORD and TENANT shall return to LANDLORD any such keys upon termination of the Lease. TENANT shall not change locks or install other locks on doors of the Premises without receiving prior written approval from LANDLORD and providing LANDLORD with appropriate keys for such locks.
- I. No personnel shall enter or remain in the Building or Program while intoxicated or under the influence of liquor or drugs. LANDLORD shall have the right to exclude or expel any person who, in the absolute discretion of LANDLORD, is under the influence of liquor or drugs.

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- J. TENANT and its agents and employees shall not bring into nor keep within the Premises any animal or bird, however; this rule does not apply to dogs trained to assist individuals with a disability. TENANT and its agents and employees shall not throw refuse or other substances or litter of any kind in or about the Premises except in receptacles placed therein for such purposes by LANDLORD or governmental authorities.
- K. TENANT shall not install any form of window covering or ventilators or similar devices visible from the outside of the Premises without the prior written consent of LANDLORD.
- L. All freight must be moved into, within and out of the Premises only during such hours and according to such regulations as may be posted from time to time by LANDLORD.
- M. No aerial, antenna or dish shall be erected on the roof or exterior walls of the Premises or on the grounds, without in each instance the written consent of LANDLORD. Any aerial, antenna or dish so installed without such written consent shall be subject to removal without notice at any time.
- N. TENANT shall not burn any trash or garbage at any time in or about the Building.
- O. No waiver of any rule or regulation by LANDLORD shall be effective unless expressed in writing and signed by LANDLORD or its authorized agent.
- P. TENANT shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority.
- Q. In the event of any conflict between these Rules and Regulations or any further or modified rules and regulations from time to time issued by LANDLORD and the Lease, the Lease shall govern and control.
- R. All extension signs shall be in accordance with LANDLORD's sign plan. No other signage shall be used by TENANT except that which is approved in writing by LANDLORD.
- S. TENANT shall not clean, wash, repair, or otherwise perform any maintenance or service on any vehicle owned or utilized by TENANT in any of the common areas of the Building or any other area in plain view of the public.

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (the "Agreement") is entered into effective as of the 1st day of January 2019 (the "Effective Date"), by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation of the State of Louisiana, represented herein by Daniel T. Layzell, its Executive Vice President for Finance and Administration and CFO (hereinafter referred to as "LSU")

ELECTRONIC ARTS INC., a Delaware corporation, TIN 94-2838567, appearing herein through and represented by Curt Wilhelm, Vice President, Corp. Services & Facilities, Electronic Arts, Inc. (hereinafter referred to as "EA"). The Foundation, EA and LSU are each referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, EA is engaged in the business of testing interactive digital games:

WHEREAS, the LSU Research and Technology Foundation (hereinafter referred to as the "Foundation") and EA entered into a lease on February 1st 2013 ("Original Lease") (Exhibit "A"), for certain space in the Louisiana Digital Media Facility a digital media building located on East Parker Boulevard, LSU Campus, in Baton Rouge, Louisiana (the "LDMF");

WHEREAS, the Foundation donated the LDMF to LSU on September 17, 2013 ("Donation") ("Exhibit "B") and assigned the Original Lease, including all rights and obligations thereunder to LSU, all as contemplated and provided for in the Original Lease;

WHEREAS, EA notified the Foundation on August 22, 2018 that EA was exercising its option in the Original Lease to extend its lease pursuant to the terms of the Original Lease, and the Foundation has forwarded that notice to LSU;

WHEREAS, the parties desire to execute this First Amendment to Lease Agreement to reflect the assignment of the Original Lease to LSU in accordance with the terms of the Original Lease and the Donation and to recognize EA's exercise of its option to extend the Original Lease in accordance with its terms ;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties agree as follows:

Sections 3(a), 4, 5, 21 and 23 of the Original Lease are amended as set forth below.

3. RENT AND OTHER CHARGES

(a) RENT: EA shall pay LSU monthly rent in the amount of \$42,380.00 (the "Rent"). The Rent shall be due and payable in advance on the first day of each calendar month at LSU's address designated in Section 23 (or such other address as the LSU may designate in accordance with the provisions of Section 23) (each a "Monthly Rent Installment"). The Monthly Rent Installment shall be in payment of all services provided by LSU to EA except use of those items set forth in Section 2(c) above, extraordinary cleaning or janitorial services, extraordinary utility costs, internet, phone charges, and other telecommunication services and equipment, and any other amounts charged pursuant to Section 3(c) hereof, all of which shall be the responsibility of EA. EA shall have no obligation for payment of maintenance and area costs, operating expenses, taxes, insurance or any other costs except as expressly set forth this Agreement.

4. TERM

The Extended Term of this Agreement is Sixty (60) months, commencing January 1, 2019 and ending December 31, 2023 (the "Term"). Any changes to the Term of this Agreement must be agreed to in writing by both EA and LSU.

5. RENEWAL

The lease can only be renewed by a written agreement between EA and LSU.

21.DONATION, ASSIGNMENT OR TRANSFER BY THE FOUNDATION

The Parties acknowledge that the Foundation donated the LDMF to LSU and assigned the Original Lease to LSU as part of that Act of Donation, and that the Foundation was at that time divested of all rights and obligations under the Original Lease, and that all such rights and obligations were transferred to LSU. Accordingly, all references to the Foundation in the Original Lease shall be replaced with references to LSU, including but not limited to all requirements of indemnity, insurance, and approvals. Any provision of the Original Lease requiring approval by both the Foundation and LSU shall require only the approval of LSU.

The Foundation has signed this First Amendment to Lease Agreement solely for the purpose of acknowledging that it has previously assigned to LSU all rights and obligations under the Original Lease, as contemplated by Section 21 of the Original Lease.

23. NOTICES

All notices or other communications to LSU and EA shall be sent registered or certified mail or hand delivered to each party's address as follows:

EA:

Electronic Arts Inc.
Attention: Steve Berry, Sr. Manager, Facilities,
Electronic Arts-Tiburon
Digital Media Center

South Stadium Drive
Baton Rouge, Louisiana 70803

With a copy to:

General Counsel
209 Redwood Shores Parkway
Redwood City, CA 94065

LSU:

Louisiana State University
Agricultural and Mechanical College.
Attention: Daniel T. Layzell, Executive Vice
President for Finance and Administration and CFO
330 Thomas Boyd Hall
Baton Rouge, LA 70803

With a copy to:

Thomas V. Skinner
General Counsel
Louisiana State University
124 University Administration Building
3810 West Lakeshore Dr.
Baton Rouge, Louisiana 70808

Notice to the above addresses shall be sufficient for any reason unless a change of address has been sent by certified mail. All matters which must be approved by the LSU and all items which must be delivered to LSU shall be processed through the LSU's Office of Facility & Property Oversight.

THUS DONE, READ AND SIGNED in duplicate originals, on the date first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereunder.

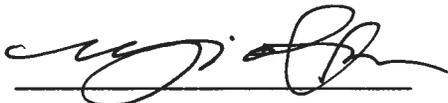
WITNESSES:

EA:



BY: 

Mala Singh
EVP, Chief People Officer



WITNESSES:

Aditya S. Patel
Aspinio

WITNESSES:

Peter M. Chetel
[Signature]

Louisiana State University
Agricultural and Mechanical College

BY: [Signature]
Daniel T. Layzell
Executive Vice President for Finance and
Administration and CFO

LSU Research and Technology Foundation
Solely for the purpose of acknowledging the
Assignment of the Original Lease to LSU

BY: [Signature]
Arthur R. Cooper, CEO

EXHIBIT E
MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

STATE OF LOUISIANA

*

*

PARISH OF EAST BATON ROUGE

* KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Lease (this "Memorandum") is entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as lessor ("LSU"), and LSU Research Foundation ("Foundation"), as lessee.

RECITALS

A. LSU and Foundation have entered into a Cooperative Endeavor Agreement dated effective August 23, 2003, but executed and delivered on _____, 2019 (the "CEA"), whereby LSU leases to Foundation, and Foundation leases from LSU, the real property more particularly described on Exhibit A attached hereto and incorporated herein (collectively, the "Property"). The Cooperative Endeavor Agreement amends and restates (i) that certain Amended and Restated Agreement and Lease of Property for Construction of the Louisiana Emerging Technologies Center and the Louisiana Digital Media Facilities entered into as of May 11, 2011, but effective August 23, 2003, and (ii) that certain Cooperative Endeavor Agreement dated as of September 13, 2013, each by and between LSU and the Foundation.

B. LSU and Foundation desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties' rights under the CEA.

LEASE TERMS

Specific reference is hereby made to the following terms and provisions of the CEA:

1. The term of the CEA was effective on August 21, 2003, and shall continue until August 21, 2053; provided, however, the CEA may be earlier terminated (a) for cause by either party based upon the failure of the other party to comply with the terms and/or conditions of the CEA or (b) by LSU in the event of failure by the Louisiana Legislature to appropriate the funds to LSU necessary to provide for the continuation of the CEA (the "Expiration Date").

2. Additional information concerning the provisions of the CEA can be obtained from the parties at the following addresses:

LSU: Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Attn: Executive Vice President for Finance and Administration and CFO

Foundation: LSU Research Foundation
Building 340, East Parker Boulevard
Baton Rouge, Louisiana 70803
Attn: Chief Executive Officer

This Memorandum is executed for the purpose of recordation in the public records of East Baton Rouge Parish, Louisiana in order to give notice of certain terms and provisions of the CEA and is not intended and shall not be construed to define, limit or modify the CEA. All of the terms, conditions, provisions and covenants of the CEA are incorporated into this Memorandum by reference as though fully set forth herein, and both the CEA and this Memorandum shall be deemed to constitute a single instrument or document.

[remainder of this page intentionally left blank]

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the LSU has caused this Memorandum of Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with LSU and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective _____, 2019.

WITNESSES:

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE**

Printed Name: _____

By: _____
Name: F. King Alexander
Title: President Louisiana State University
Date: _____

Printed Name: _____

NOTARY PUBLIC
Printed Name: _____
La. Bar Roll Number: _____
My commission is for life.

[signature page to Memorandum of Lease]

IN WITNESS WHEREOF, the Foundation has caused this Memorandum of Lease to be executed and delivered before me, the undersigned Notary Public, duly commissioned and qualified in and for East Baton Rouge Parish, Louisiana, and in the presence of the undersigned competent witnesses, who hereunto set their names with the Foundation and me, Notary, after due reading of the whole, on the day, month and year set forth below his signature, to be effective _____, 2019.

WITNESSES:

LSU RESEARCH FOUNDATION,
a Louisiana nonprofit corporation

Printed Name:

By: _____
Name: Tony Lombardo
Title: Interim Chief Executive Officer
Date: _____

Printed Name:

NOTARY PUBLIC
Printed Name: _____
La. Bar Roll Number: _____
My commission is for life.

**AMENDED AND RESTATED
AGREEMENT AND LEASE OF PROPERTY
FOR CONSTRUCTION OF THE
LOUISIANA EMERGING TECHNOLOGIES CENTER
AND THE LOUISIANA DIGITAL MEDIA FACILITY**

THIS AMENDED AND RESTATED AGREEMENT AND LEASE OF PROPERTY FOR CONSTRUCTION OF THE LOUISIANA EMERGING TECHNOLOGIES CENTER AND THE LOUISIANA DIGITAL MEDIA FACILITY (the "Agreement") is entered into as

of the 11th day of May, 2011, by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, appearing herein through and represented by John V. Lombardi, President of the Louisiana State University System, duly authorized and empowered by resolution of said Board of Supervisors (hereinafter referred to as "LSU"),

and

LOUISIANA STATE UNIVERSITY SYSTEM RESEARCH AND TECHNOLOGY FOUNDATION, a Louisiana nonprofit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, appearing herein through and represented by Arthur R. Cooper, its duly authorized Chief Executive Officer appointed by its Board of Directors (hereinafter referred to as the "Foundation"),

RECITALS

WHEREAS, LSU and the Foundation entered into that certain Agreement and Lease of Property for Construction of the Louisiana Emerging Technologies Center (the "Prior Agreement") effective as of the 21st day of August, 2003 (the "Effective Date");

WHEREAS, LSU is the owner of a certain tract of immovable property described in Subsection 0.3 of this Agreement as the "Property";

WHEREAS, pursuant to the Prior Agreement, the Foundation leased the Property from LSU as of the Effective Date for the purpose of constructing, using and occupying thereon a wet lab incubator referred to as the Louisiana Emerging Technologies Center (the "Center");

WHEREAS, the Center, which was funded by the Louisiana Legislature through the Louisiana Department of Economic Development, has now been completed and houses new and emerging companies dependent upon university research and/or university technologies at the Foundation's expense;

WHEREAS, LSU and the Foundation desire to amend and restate the Prior Agreement to permit the Foundation to construct on the Property a digital media building to be referred to as the Louisiana Digital Media Facility (the "LDMF");

WHEREAS, construction of the LDMF will be funded by the Louisiana Legislature through the Louisiana Department of Economic Development as well as by a grant from the U.S. Department of Commerce, Economic Development Administration and will house LSU's Center for Computation and Technology (the "CCT") and is anticipated to house a private digital media company meeting the definition of "Anchor Tenant" in the Cooperative Endeavor Agreement by and between the State of Louisiana, the Louisiana Department of Economic Development, the City of Baton Rouge/Parish of East Baton Rouge and LSU approved by the Governor's Office of Contract Review on December 29, 2008 ("Anchor Tenant");

WHEREAS, the Foundation is utilizing the Center in a manner that will benefit LSU, as well as other public and private research-based entities and intends to donate the LDMF upon construction to LSU, all of which are expected to facilitate economic development in the community and State; and

WHEREAS, the Foundation is a nonprofit corporation whose tax exempt purpose is to support the mission and programs of LSU and other cooperating state universities, and the Foundation will promote that mission by continuing the use and occupancy of the Center and constructing the LDMF for the purposes described herein:

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

PROPERTY DESCRIPTION

- 0.1 The Recitals are incorporated herein as if copied in extenso.
- 0.2 This Agreement amends and restates the Prior Agreement in its entirety.
- 0.3 As of the Effective Date, LSU leased and hereby continues to lease to the Foundation the following described immovable property, owned by LSU and located on the LSU and A&M College of LSU (the "LSU Campus"), to-wit:

See Exhibit "A" attached hereto (the "Property").

1.

AGREEMENT TO CONSTRUCT IMPROVEMENTS

- 1.1 The Foundation has constructed on the Property the Center, which includes laboratories, offices, conference rooms, and restrooms, together with utility connections, all in accordance with plans and specifications approved by LSU and pursuant to LSU's design standards applicable to the LSU Campus.

1.2 The Foundation hereby agrees to further construct on the Property the LDMF, which shall not exceed one hundred thousand (100,000) square feet, shall include a minimum of fifty thousand (50,000) square feet to house LSU's CCT and shall include without limitation a computer data room, offices, conference rooms, classrooms, restrooms, and related facilities, together with utility connections and infrastructure improvements (collectively, together with parking lot reconfiguration, if any, the "Improvements"), all in accordance with the terms and provisions set forth in this Agreement. If and when the Foundation and the Chancellor of LSU A&M certify to the President of the LSU System (the "President") in writing that funds are available for the purpose of constructing an extensive, highly specialized audio-visual auditorium (the "AV Auditorium"), and the President approves the use of such funds for the specified-in-detail proposal for construction thereof, the "Improvements" as defined in this Agreement will include the AV Auditorium, provided that the Foundation will not enter into any binding obligation to construct the AV Auditorium unless and until such certification and approval have been made in writing and provided to the Foundation.

2.

RIGHT OF USE AND SERVITUDE

2.1 LSU hereby grants to the Foundation a right of use and a servitude of access through, across, over and upon the Property for the purpose of constructing the Improvements (said construction to be referred to herein as the "Work").

3.

LEASE

3.1 As of the Effective Date, LSU leased and hereby continues to lease the Property to the Foundation to fulfill the purposes of the Louisiana Legislature in allocating funding for the construction, use and occupancy of the Center to house new and emerging life-sciences entities dependent upon university research and/or university technologies and for the construction of the LDMF to house LSU's CCT and an Anchor Tenant.

4.

TERM

4.1 This Agreement shall be for a term of fifty (50) years from the Effective Date (the "Term").

5.

CONSIDERATION

5.1 This Agreement is made for and in consideration of annual rental of \$100 (the "Annual Rental Payments"), which annual rental totals \$5,000 (the "Total Rental Payment") for the Term. The Total Rental Payment is due and payable upon execution of this Agreement less any Annual Rental Payments previously paid by the Foundation to LSU. As further consideration, the Foundation and LSU acknowledge the advantages and benefits accruing to the Louisiana State University System as a result of the activities of the Foundation that will be conducted on and from the Property. Should this Agreement terminate prior to the expiration of the Term, the Foundation will not seek reimbursement from LSU of any portion of the Total Rental Payment.

5.2 It shall be a condition of this Agreement that the Foundation perform all of its obligations and covenants contained herein, including use of the Center for the purposes specified in this Agreement. The Center and the LDMF shall be used for no other purposes without the prior written consent of the LSU Representative as defined in Section 6 of this Agreement. The Center has been established for the purpose of housing new and developing research-based businesses focused on biotechnology and life sciences industries in Louisiana as specified by the Louisiana Legislature. The Center provides laboratory and office space, as well as business and technical assistance to small and start up businesses developing and commercializing LSU and other Louisiana university technologies. Upon its donation by the Foundation to LSU upon completion of construction, the LDMF will be used by LSU for the purpose of housing LSU's CCT and an Anchor Tenant.

5.3 Pursuant to the provisions of La. R.S. 17:3365, no leasing, subleasing or other occupancy or use rights shall be granted in connection with any building located on the Property owned or operated by the Foundation or anyone acting on the Foundation's behalf without the consent and approval of the LSU Board of Supervisors. To facilitate day-to-day operations, LSU and the Foundation may, with the express approval of the LSU Board of Supervisors by a resolution expressly addressing that single object, enter into a written agreement that specifies, in greater detail, the specific types of occupancy and uses that may be engaged in, including leasing and subleasing in connection therewith, without the necessity of obtaining the additional consent and approval of the LSU Board of Supervisors for each individual tenant. LSU and the Foundation hereby further agree that any lease, sublease or other occupancy or use rights granted by the Foundation as lessor to any other person, party,

or entity as lessee pursuant to this Subsection 5.3 of this Agreement, shall be assigned to LSU upon the request of LSU.

6.

CONSTRUCTION

6.1 At its sole cost and expense, the Foundation shall perform the Work in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders

Plans and specifications for the Work shall be delivered to the LSU System through the President of the LSU System or his or her designee specified in writing (the "LSU Representative") for review. The LSU Representative shall approve or disapprove in writing such plans and specifications, which must comply with LSU's design standards applicable to the LSU Campus, within fourteen (14) days of receipt thereof. Any request for change orders to the plans and specifications or to the construction contract should be made to the LSU Representative (unless the LSU Representative and the Foundation agree in writing that certain classes or types of change orders can proceed without LSU approval). The LSU Representative shall approve or disapprove such request within seven (7) days of having received the request for the change order from the Foundation. No change order to the contract or to the plans and specifications which increases the total contract amount of the contract Fifty Thousand (\$50,000.00) Dollars or more, or which materially alters the exterior appearance of the LDMF, shall be implemented without the prior written consent of the LSU Representative.

B. Commencement and Completion of the Work

Unless delayed by Force Majeure, the Foundation, at its own expense, agrees to commence the Work on or before July 15, 2011 and shall make best efforts to complete same by January 15, 2013. The Work shall not commence until the LSU Representative has given his written notice to commence and has approved in writing the plans and specifications of the Work. The completion date set forth herein may be extended by a written change order issued by the Foundation and approved in writing by the LSU Representative.

“Force Majeure” for purposes of this Agreement shall mean any (a) act of God, lightning, hurricane, tornado, and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slow down or work stoppage; or (c) any other similar cause or similar event beyond the reasonable control of the Foundation.

C. Contract with Contractor

The Work shall be performed on behalf of the Foundation pursuant to a written contract(s) between the Foundation and a contractor or contractors. The LSU Representative shall approve or disapprove such contract(s) within ten (10) days of receipt of a copy of the contract from the Foundation. Where appropriate, the contract(s) and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. The Foundation shall include a liquidated damage clause acceptable to the LSU Representative in its construction contract(s). LSU and the Foundation hereby acknowledge, and to the extent practically and legally possible, any contract between the Foundation and any contractor or contractors and all subcontracts entered into by the general contractor shall acknowledge expressly, the following:

- (a) The Work will be performed solely and exclusively for the Foundation.
- (b) The Foundation is a separate legal entity from LSU. It is not acting as an agent for LSU, and the Foundation has no authority to obligate LSU to any extent whatsoever.
- (c) Neither LSU nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement.
- (d) The Foundation has no ownership interest in the Property upon which the Work will be performed. The Work shall not give rise to any rights against any property of LSU.

D. Performance Bond

The Foundation shall require that the contractor(s) provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bond shall be for the greater of the full amount of the contract price or the amount of the guaranteed maximum price of the Work. Both the Foundation and LSU shall be obligees or beneficiaries under the bond.

E. Rights Concerning the Property During Performance of the Work and Thereafter

The Foundation and its contractor(s) shall have the right to occupy and use the Property, with reasonable ingress to and egress therefrom, during the performance of the Work, and, as applicable, during the term of this Agreement, and with the prior written consent of the LSU Representative, shall fence that area of the Property necessary to perform the Work in a safe and secure manner. Except for unknown and unforeseen and/or unforeseeable defects, the Foundation assumes all responsibility for the condition of the Property used by it during the term of this Agreement. The Foundation and its contractor(s) shall maintain the Property and any improvement or construction thereon in a reasonably

prudent manner during the term of this Agreement. The LSU Representative and any other LSU employees designated by him shall at all times have access to the Property and shall exercise all rights as owner, even those not specifically acknowledged herein. The Foundation will take prudent care of the Property and return same to LSU at the termination or expiration of this Agreement, with the improvements thereon, in as good a condition as when received, ordinary wear and tear excepted. The Foundation accepts the Property for the purposes herein outlined without any warranty of title or recourse whatsoever against LSU.

F. Access over Adjoining Property during Performance of the Work

LSU hereby grants to the Foundation a servitude of access over and across such other property owned by LSU as is necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, that the Foundation will not unreasonably interfere with LSU's use of such other property.

G. LSU Rules and Regulations: Access during Performance of the Work

The Foundation agrees that it will comply with all LSU regulations and policies with regard to all contractors and personnel entering the Property for purposes of performing the Work, and with all state and local laws and ordinances regulating its operations on the Property, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies, which rules and regulations will be addressed at the pre-construction conference. The Foundation shall make these same requirements of its contractor(s) for the Work. The Work shall be subject to inspection by the LSU Representative, and the LSU Representative shall have access at all times to the Work.

H. Approvals

LSU may not unreasonably deny or delay any approval required pursuant to this Agreement.

I. Signage

Before erecting or placing any sign upon the Property or the Improvements, the Foundation shall submit the design specifications of such sign to the LSU Representative for approval, which approval shall not be withheld if such signage is consistent with LSU's current signage policy or such signage was included in the plans and specifications.

J. Acceptance of the Work

The Foundation and LSU agree to work together to complete all warranty and punch list items within the first year following acceptance of the Work. The Foundation will not accept the Work without the written approval of the LSU Representative. LSU reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are held by the Foundation in an escrow account for payment to the contractor(s) for completion of the punch list items. Upon acceptance of the Work by the Foundation and provided the Improvements are donated to LSU pursuant to Section 8 of this Agreement, the Foundation hereby agrees that, to the extent allowed by law, the Foundation will transfer to LSU, upon LSU's written request, its right to enforce actions against the contractor(s) and/or the architect(s) arising out of the Work; provided, however, that the Foundation shall continue to be obligated to complete the punch list items. Final payment shall not be made to the contractor(s) until LSU agrees in writing that the punch list items have been completed.

K. Funds for the Work

Prior to the commencement of the Work, the Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Foundation and is dedicated to that use. At LSU's option, the Foundation may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

L. Clerk of the Works

If in LSU's sole discretion it becomes necessary, the Foundation at the Foundation's expense shall hire a Clerk of the Works for full time supervision of the Work.

M. Inspection and Survey

The Foundation shall inspect the Property and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense. LSU does not warrant that the Property is suitable for the Work. The Foundation accepts the Property in its present condition excepting any unknown or unforeseen defect in the Property.

N. Utilities

LSU may have provided water, heat, gas, electricity, sewerage and other utilities necessary for the construction of the Center to the boundary of the Property; however, any financial obligation of LSU to provide such utilities was limited to expenditure not to exceed Five Hundred Thousand (\$500,000) Dollars (which amount was to be apportioned between LSU Agricultural and Mechanical College and the LSU Agricultural Center). The Foundation, and not LSU, shall be responsible for all such utility expenses in connection with the Work provided LSU will cooperate in providing any necessary utilities to the boundary of the Property, including access to the chilled water loop, in connection with the construction.

use and occupancy of the Center and the construction of the LDMF. The Foundation expressly acknowledges that all utility construction that was required in connection with the Center and that will be required in connection with the LDMF will be available to LSU for future developments of LSU, and such utility construction is not for the exclusive benefit of the Center, the LDMF or the Foundation. The Foundation was and shall be responsible for paying or causing to be paid any and all charges for all utilities used on the Property during the Work and used thereafter by the Center, through the expiration of this Agreement.

O. No Liens; Release of Recorded Lien

The Foundation shall not suffer or permit any liens to be enforced against the Property or LSU by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to the Foundation or to anyone through the Foundation. If any such liens shall be recorded against the Property, the Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, the Foundation shall be privileged to do so, but in such case, the Foundation hereby agrees to indemnify and save LSU harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

P. Site Improvements Prior to Commencement of the Work

The Foundation or its contractor(s) will not remove or trim any trees located on or adjacent to the Property without prior written consent of the LSU Representative, which consent shall not be unreasonably withheld. During performance of the Work, the Foundation and its contractor(s) will protect and guard all trees standing within 100 yards of the construction site for a distance of 10 feet from the drip line of each tree against vehicular

traffic and other reasonably foreseeable hazards, and not store any construction materials within the protected area. Any existing utility lines to surrounding buildings must be rerouted by the Foundation in order that the Improvements not be placed over any existing utility lines.

7.

INSURANCE

7.1 During the performance of the Work, the Foundation shall maintain or require its contractor(s) to maintain, the following:

A. Builder's Risk Insurance

Contractor(s) shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage, vandalism and malicious mischief insurance, for not less than one hundred (100%) percent of the full replacement value of the Work to protect against any damage or loss during the Work. This policy shall be taken out prior to commencement of the Work and be discontinued upon final approval by LSU of the Work. It shall run in favor of the contractor(s), the subcontractor(s), the Foundation and LSU, as their interests may appear. The coverage shall include the architect's fee for work required and reconstruction following a loss during the Work. Written evidence of such insurance shall be provided to LSU prior to commencement of the Work.

B. General Liability and Property Damage Insurance

The Foundation and its contractor(s), before commencing the Work, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover the legal liability of the Foundation, LSU and the architect arising out of the Work performed by the Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them,

for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations in connection with the Work, with minimum limits of liability of One Million (\$1,000,000.00) Dollars. The Foundation shall also require its contractors and subcontractors to have in full force and effect a policy of workers' compensation and employee's liability insurance before proceeding with the Work under this Agreement. Written evidence of such insurance shall be provided to LSU prior to commencement of the Work.

7.2 Upon completion of the Center and prior to commencement of the Center's operations, the Foundation established and has maintained, and shall continue to establish and maintain, the following:

A. General Liability and Property Damages Insurance

The Foundation shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, as necessary to cover the legal liability of the Foundation and LSU arising out of the operation of any building or other facility located on the Property which is owned or operated by the Foundation or any of its agents, and by anyone directly or indirectly employed by them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings which may arise from operations of any building or other facility located on the Property which is owned or operated by the Foundation, with limits of liability of One Million (\$1,000,000.00) Dollars. The Foundation, and any building or other facility located on the Property which is owned or operated by the Foundation, shall also have in full force and effect a policy of

workers' compensation and employer's liability insurance. Written evidence of such insurance shall be provided to LSU prior to commencement of any such operations.

7.3 LSU Named as Insured

LSU shall be named as an additional insured on all policies required hereby. Certificates of all policies of insurance shall be delivered to LSU upon written request, and said policies shall provide for a thirty (30) day written notification to LSU prior to the cancellation thereof.

8.

OFFER TO DONATE IMPROVEMENTS AND TITLE TO IMPROVEMENTS

8.1 The Foundation agrees to offer to donate the Improvements to LSU after (a) final acceptance of the Work by the Foundation and written approval by the LSU Representative of said final acceptance and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Said Work shall not be considered donated to LSU until the events in (a) and (b) of this Subsection 8.1 have occurred and LSU has agreed in writing to accept the Foundation's offer to donate the Improvements to LSU. If the architect for the Work recommends final acceptance of the Work by the Foundation, LSU shall not unreasonably refuse to approve final acceptance by the Foundation.

8.2 Upon fulfillment of the conditions set forth in Subsection 8.1 (a) and 8.1 (b) hereof and provided LSU has agreed in writing to accept the Foundation's offer to donate the Improvements to LSU, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by LSU. Said donation shall

occur concurrently with final fulfillment of the conditions set forth in Subsection 8.1 (a) and 8.1 (b) and LSU's agreement in writing to accept the Foundation's offer to donate the Improvements to LSU, and, upon said donation, (1) the Foundation shall have no further responsibilities, obligations or liabilities with regard to the Improvements, the LDMF or the Work except as otherwise specifically set forth herein, and (2) LSU will comply with all conditions of the U.S. Department of Commerce, Economic Development Administration grant jointly received by the Foundation and LSU for the purpose of construction of the LDMF, identified under EDA Investment No. 08-79-04623. The Foundation shall bear the risk of loss with respect to the Improvements until acceptance of the donation by LSU; provided, however, the Foundation's risk shall be limited to available insurance proceeds. Furthermore, the Foundation shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall run in the favor of the Foundation if LSU does not agree in writing to accept the Foundation's offer to donate the Improvements to LSU or, alternatively, shall be assigned to and shall run in favor of LSU upon the donation of the Improvements, provided, however, the Foundation itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in Subsection 8.1 (a) and (b) or (2) the recordation of the donation of the Improvements from the Foundation to LSU or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

(a) For one year following the Warranty Commencement Date, all defects in materials and workmanship;

(b) For ten years following the Warranty Commencement Date, all plumbing, electrical, heating, cooling and ventilating systems; and

(c) For the length of manufacturers' warranties, all appliances and equipment.

8.3 Upon fulfillment of the conditions set forth in Subsection 8.1 hereof and provided that LSU has agreed in writing to accept the Foundation's offer to donate the Improvements to LSU, the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance by LSU thereof. The parties will record the donation and acceptance in the records of the parish in which the Improvements and/or the LDMF are located.

8.4 Notwithstanding anything contained in this Lease, LSU at all times will have the absolute right to terminate this Lease on thirty (30) days' written notice to the Foundation. Upon such termination either LSU shall take title to all buildings, facilities, or other improvements made on or to the Property (including, but not limited to, the Center and LDMF), or LSU, at its option, may require Foundation to transfer all of its right, title and interest in this Agreement, in any such buildings, facilities, or other improvements constructed pursuant to this Agreement and in any funds Foundation has dedicated to complete the construction of any such buildings, facilities, or other improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to LSU, and which accepts the obligations of the Foundation hereunder

9.

INDEMNIFICATION

9.1 The Foundation, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold LSU harmless against any loss for damages or injuries that may be suffered LSU or by any person, including but not limited to the Foundation's agents, contractors, employees, invitees, and licensees, to the extent such loss arises out of or is related to the Property, the Work, the Improvements, any building or facility located on the Property which is owned or operated by the Foundation, or any activity or operations of the Foundation on the Property, except with respect to the acts or omissions by LSU board members, officers and employees unless said board members, officers or employees are acting at the direction or request of the Foundation, and the Foundation agrees to defend LSU in any legal action against LSU and pay in full and satisfy any claims, demands or judgments made or rendered against LSU, and to reimburse LSU for any legal expenses, including attorney's fees and court costs, which may be incurred by LSU in defense of any claim or legal action arising out of any such loss provided, however, that the Foundation's costs and expenses incurred in fulfilling this indemnity and defense obligation shall be limited to insurance proceeds which are available for this purpose.

9.2 To the extent allowed by law, LSU, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and hold the Foundation harmless against any loss for damages or injuries that may be suffered by the Foundation or by any person, including but not limited to LSU's agents, contractors, employees, invitees, and licensees, except if any such persons are acting at the

direction or request of the Foundation, to the extent that such loss is caused by the negligence or fault of LSU, its board members, officers or employees and arises out of or is related to the Property, the Work, the Improvements, any building or facility located on the Property which is owned or operated by the Foundation, or any activity or operations of the Foundation on the Property, and LSU agrees to defend the Foundation in any legal actions against the Foundation and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against the Foundation, and to reimburse the Foundation for any legal expenses, including attorneys' fees and court costs, which may be incurred by the Foundation in defense of any claim or legal action arising out of any such loss provided, however, that LSU's costs and expenses incurred in fulfilling this indemnity and defense obligation shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

10.

TERMINATION

10.1 This Agreement shall terminate upon expiration of this Agreement as set forth in Subsection 4.1 herein, or upon such earlier termination as may occur pursuant to Sections 8.4 or 12.2 of this Agreement, but all rights accrued thereunder shall survive such term for purposes of enforcement.

11.

NOTICES

11.1 All notices, demands and correspondence made necessary by the provisions of this Agreement shall be deemed to be properly given, served and addressed, if and when sent by certified mail, return receipt requested, directed as follows:

LSU:

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College
Attention: Executive Vice
President
3810 West Lakeshore Drive
Baton Rouge, LA 70808

With copy to:
Office of General Counsel, at the above address

LOUISIANA STATE UNIVERSITY SYSTEM
RESEARCH AND TECHNOLOGY FOUNDATION:

Board of Directors of
LSU System Research & Technology Foundation
Attention: Chief Executive Officer
P.O. Box 25128
Baton Rouge, LA 70894

12.

FOUNDATION DEFAULT

12.1 LSU may declare the Foundation in default upon the occurrence of one or more of the following events:

A. Failure of the Foundation to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by LSU and the Foundation, and which failure has continued for a period of thirty (30) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied; or

B. A substantial deviation, unauthorized in writing by LSU, from the plans and specifications for the Work approved by LSU, which deviation has continued for a period of thirty (30) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied; or

C. Failure of the Foundation to observe or perform any other covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

D. The taking by execution, for the benefit of any person or entity other than LSU, of any building, facility, or other improvement which is located on the Property and owned or operated by the Foundation (including, but not limited to, the Center, the Improvements, and the LDMF); or

E. A court having jurisdiction entering an order for relief in any involuntary case commenced against the Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for the Foundation or any substantial part of the properties of the Foundation or ordering the winding up or liquidation of the affairs of the Foundation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

F. The commencement by the Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for the Foundation or any substantial part of the properties of the Foundation; or

G. The Foundation, after commencement of the Work but prior to substantially completing the Work, abandoning (with no intent to continue) the Work, for a period of fifteen (15) consecutive days, excluding delays caused by Force Majeure.

12.2 Whenever any event of default referred to in this Section 12 shall have occurred and continue and the Foundation refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefore, in addition to any other remedies herein or by law provided, LSU shall have the right but not the obligation, without any further demand or notice, to declare this Agreement terminated, subject to the following.

A. In the event of such termination of this Agreement, the Foundation expressly waives any notice to vacate.

B. In the event of such termination of this Agreement during the Work due to the default of any contractor(s), LSU may call on the surety under the performance bond to complete the Work and LSU either accept title and ownership of all building, facilities, or other improvements made on or to the Property (including, but not limited to, the Center, the LDMF and the Improvements), or LSU, at its sole option, may require Foundation to transfer all of its right, title, interest and obligations under this Agreement, in any buildings, facilities, or other improvements constructed pursuant to this Agreement or the Prior Agreement, and in any funds the Foundation has dedicated to complete the Work to another nonprofit corporation or entity which meets the requirements of La. RS. 17:3390 and which is acceptable to LSU.

C. In the event of such termination of this Agreement at any other time, either LSU shall take title to and ownership of all buildings, facilities, or other improvements

made on or to the Property (including, but not limited to, the Center, the Improvements, and the LDMF), or LSU, at its sole option, may require Foundation to transfer all of its right, title and interest in this Agreement, in any buildings, facilities, or other improvements constructed pursuant to this Agreement or the Prior Agreement, and in any funds Foundation has dedicated to complete the construction of any such buildings, facilities, or other improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to LSU, and which accepts the obligations of the Foundation hereunder.

13.

LSU DEFAULT

13.1 Until acceptance of the Work, the Foundation may declare LSU in default upon the failure of LSU to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default continues and LSU has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, the Foundation shall have the right, without any further demand or notice, to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of the Foundation under this Agreement. After acceptance of the Work, a default by LSU and notice and delay as defined in this Section 13 shall give rise to a claim for judicial enforcement in accordance with law.

14.

MISCELLANEOUS14.1 Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

14.2 Attorneys' Fees

If either party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

14.3 Louisiana Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

14.4 Nonwaiver

No waiver by LSU or the Foundation of a breach of any of the covenants, conditions or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of LSU or the Foundation to insist in any one or more cases upon the strict performance of any of the covenants, conditions or restrictions of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction or option. No waiver, change, modification, or discharge by

LSU or the Foundation of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

14.5 Severability

If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

14.6 Authorization

By execution of this Agreement, the Foundation and LSU each represent to the other that it is an entity validly existing, duly constituted and in good standing under the laws of the jurisdiction of which it was formed and in which it presently conducts business; that all acts necessary to permit it to enter into and be bound by this Agreement have been taken and performed; and that the person signing this Agreement on its behalf has due authorization to do so.

14.7 Use of Name

Neither party shall make use of the other party's name, logo or marks without the other party's prior written consent.

14.8 Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

14.9 Assignment

The Foundation shall not assign or transfer any interest in this Agreement or any part hereof without the prior written consent of LSU, and any attempt of assignment or transfer without the prior written consent of LSU shall be null and void as to LSU.

14.10 Successors and Assigns

All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of LSU into another educational institution.

14.11 Disposition of the Center and the LDMF upon lapse of the Term

Unless LSU and the Foundation enter into a written agreement providing otherwise, upon termination of this Agreement by lapse of the Term, any buildings, facilities, or other improvements constructed on the Property pursuant to this Agreement (including, but not limited to, the Center and the LDMF, if title to either has not previously been transferred to LSU by donation or otherwise) shall be transferred to LSU by the Foundation or demolished at the Foundation's expense, in the sole discretion of LSU.

14.12 Entire Agreement

This Agreement, together with Exhibit A attached hereto, and the Cooperative Endeavor Agreement between the Louisiana Department of Economic Development and Louisiana State University System Research and Technology Foundation approved by the Office of the Governor, Office of Contractual Review on August 18, 2001, including any amendments thereto, the Cooperative Endeavor Agreement between the Louisiana Department of Economic Development and the Foundation executed in March, 2003,

including any amendments thereto, and the Cooperative Endeavor Agreement between the State of Louisiana, the Louisiana Department of Economic Development, the City of Baton Rouge/Parish of East Baton Rouge and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approved by the Office of the Governor, Office of Contractual Review on December 29, 2008, including any amendments thereto, contains the final and entire agreement between the parties hereto with respect to the Property and contains all of the terms and conditions agreed upon with respect to the Property, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written. Any ambiguity in this agreement shall be interpreted by reference to the Resolution of the Board of Supervisors adopted on April 15, 2011, and without reference to the principal drafter of any provision.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day, month and year hereinabove first written.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

Kay Miller
[Signature]

By: [Signature]
John V. Lombardi, President
Louisiana State University System

LOUISIANA STATE UNIVERSITY SYSTEM RESEARCH & TECHNOLOGY FOUNDATION

Charlotte Smith
[Signature]
Huston Bell

By: [Signature]
Arthur R. Cooper, Chief Executive Officer

[Signature page for Amended and Restated Agreement and Lease of Property for Construction of the Louisiana Emerging Technologies Center and the Louisiana Digital Media Facility]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

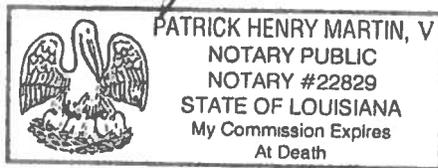
BE IT KNOWN that on this 11th day of May, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared John V. Lombardi, appearing herein in his capacity as the President of the Louisiana State University System, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Kay Miller
[Signature]
[Signature]
John V. Lombardi, President
Louisiana State University System

[Signature]
NOTARY PUBLIC



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this 12th day of May, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Arthur R. Cooper, appearing herein in his capacity as the Chief Executive Officer of the LSU System Research and Technology Foundation, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said nonprofit corporation with full authority of its Board of Directors and that said instrument is the free act and deed of the Foundation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Charlotta Smith

[Signature]

Arthur R. Cooper, Chief Executive Officer,
Louisiana State University System Research and
Technology Foundation

Kristyn Bell

[Signature]
NOTARY PUBLIC

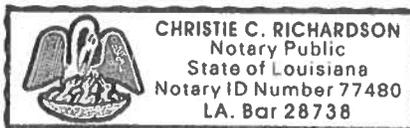


Exhibit A – The Property

A 6.69 acre tract situated on the Baton Rouge Campus of Louisiana State University in Section 67, Township 8 South – Range 1 West, East Baton Rouge Parish and being more particularly described as follows:

Commence at the intersection of the westerly edge of East Parker Boulevard and the southerly edge of the turnout for South Coliseum Drive and the POINT OF BEGINNING;

Thence proceed along the westerly side of East Parker Boulevard the following courses: North 46 degrees 53 minutes 13 seconds East 92.98 feet, North 50 degrees 13 minutes 23 seconds East 29.01 feet, North 54 degrees 14 minutes 06 seconds East 94.35 feet, North 45 degrees 35 minutes 37 seconds East 122.21 feet, North 37 degrees 30 minutes 01 seconds East 150.45 feet; thence proceed along a curve to the left having a radius of 34.49 feet, the long chord of which bears North 8 degrees 16 minutes 56 seconds West 44.24 feet, a distance of 48.03 feet; thence proceed along the southerly edge of South Stadium Drive North 54 degrees 03 minutes 53 seconds West 52.73 feet; thence proceed along a curve to the left having a radius of 328.88 feet, the long chord of which bears North 66 degrees 02 minutes 42 seconds West 131.36 feet, a distance of 132.25 feet; thence proceed North 78 degrees 01 minute 37 seconds West 251.25 feet; thence proceed along a curve to the right having a radius of 1196.90 feet, the long chord of which bears North 72 degrees 40 minutes 52 seconds West 140.22 feet, a distance of 140.29 feet; thence proceed North 67 degrees 15 minutes 23 seconds West 152.52 feet; thence proceed South 6 degrees 44 minutes 44 seconds West 534.95 feet to the southerly edge of Coliseum Drive; thence proceed South 83 degrees 45 minutes 01 seconds East 206.86 feet; thence proceed along a curve to the left having a radius of 384.46 feet, the long chord of which bears North 85 degrees 36 minutes 33 seconds East 95.61 feet, a distance of 95.86 feet; thence proceed North 74 degrees 58 minutes 07 seconds East 23.13 feet; thence proceed South 45 degrees 12 minutes 39 seconds East 117.34 feet to the POINT OF BEGINNING.

**RESOLUTION BY THE BOARD OF DIRECTORS OF LOUISIANA STATE
UNIVERSITY SYSTEM RESEARCH AND TECHNOLOGY FOUNDATION
AT ITS SPECIAL MEETING TO BE HELD ON APRIL 28, 2011**

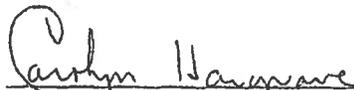
BE IT RESOLVED, that (a) the Amended and Restated Agreement and Lease of Property for Construction, Use and Occupancy of the Louisiana Emerging Technologies Center and the Louisiana Digital Media Facility by and between the Louisiana State University System Research and Technology Foundation (the "**Foundation**"), as lessee, and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("**LSU**"), as lessor (the "**Amended and Restated Agreement and Lease**"), and (b) the Lease Agreement for Demolition of Sheep/Swine Building and Construction of Surface Parking on East Parker Land by and between the Foundation, as lessee, and LSU, as lessor (the "**East Parker Lease**") (collectively, the Amended and Restated Agreement and Lease and the East Parker Lease are referred to herein as the "**Leases**"), be, and the Leases are, hereby approved and authorized in substantially the same form and content as presented at this meeting, and, in connection therewith, Arthur R. Cooper, the Chief Executive Officer of the Foundation (the "**Authorized Officer**"), be, and hereby is, authorized, empowered and directed in the name of and on behalf of the Foundation to execute and deliver the Leases, and such other related agreements and documents contemplated by the Leases, with such changes, additions and modifications thereto, if any, as the Authorized Officer, in his discretion, deems necessary or appropriate; and

BE IT FURTHER RESOLVED, that the Board of Directors of the Foundation hereby approves the Louisiana Digital Media Facility General Contractor Selection Criteria and Process presented at this meeting.

CERTIFICATE

The undersigned, being the duly authorized Secretary of Louisiana State University System Research and Technology Foundation (the "**Foundation**"), does hereby certify that the above and foregoing is a true and accurate copy of a Resolution duly adopted by the Board of Directors of the Foundation at its Special Meeting duly noticed and held on Thursday, April 28, 2011, at which a quorum was present throughout, which Resolution has not been amended or rescinded and is in full force and effect as of the date hereof.

Executed as of the ²⁸28 day of April, 2011.



Carolyn Hargrave, Secretary

EXECUTION VERSION

RECEIVED

OCT 30 2013

PROPERTY & FACILITIES

COOPERATIVE ENDEAVOR AGREEMENT

BY AND AMONG

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

AND

**LOUISIANA STATE UNIVERSITY SYSTEM
RESEARCH AND TECHNOLOGY FOUNDATION**

DATED AS OF SEPTEMBER 17, 2013

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made and entered into as of September 17, 2013 (the “**Effective Date**”), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, its duly authorized undersigned President & Chancellor (hereinafter referred to as “**LSU**”), and the Louisiana State University System Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**R&T Foundation**”) (LSU and the R&T Foundation are each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

WHEREAS, the State of Louisiana (the “**State**”), the Louisiana Department of Economic Development (the “**LED**”), the City of Baton Rouge/Parish of East Baton Rouge and LSU entered into that certain Cooperative Endeavor Agreement, effective July 1, 2008 (the “**2008 CEA**,” attached hereto as **Exhibit A**), for the stated purpose of promoting the development of the digital interactive media industry in the State, and encouraging technology transfer and research and development in the field of digital interactive media, by providing for relevant curricula, workforce and facilities in support thereof, including assistance to the Louisiana Digital Media Facility (the “**LDMF**”).

WHEREAS, the 2008 CEA provides, among other things, that (1) LSU will work collaboratively and negotiate in good faith with the anchor tenant of the proposed LDMF (the “**Anchor Tenant**,” currently Electronic Arts, Inc.) regarding the location, design, funding and construction of a space to house the proposed LDMF and the Anchor Tenant; and (2) the LED will provide funds to LSU for lease or use support for the Anchor Tenant at the LDMF subject to the terms of “a second Cooperative Endeavor Agreement.”

WHEREAS, in conformance with the stated purpose of the 2008 CEA, LSU and the R&T Foundation subsequently entered into that certain Amended and Restated Agreement and Lease of Property for Construction of the Louisiana Emerging Technology Center and the Louisiana Digital Media Facility, dated as of May 11, 2011 (the “**Construction Agreement**”), to permit the R&T Foundation to construct the LDMF

(together with parking lot reconfiguration, the “**Improvements**”) on the LSU main campus;

WHEREAS, the Improvements have been completed and, in accordance with Section 8 of the Construction Agreement, the R&T Foundation has offered to donate, and LSU has agreed in writing to accept the donation of, the Improvements to LSU (the “**Donation**”) pursuant to the terms of a donation agreement to be executed contemporaneously with this Agreement;

WHEREAS, the R&T Foundation has operated and managed the Improvements since the Anchor Tenant moved into the LDMF on February 1, 2013, and entered into a Lease Agreement with the R&T Foundation (the “**Anchor Tenant Lease Agreement**,” attached hereto as **Exhibit B**) on the same date;

WHEREAS, the Parties believe the R&T Foundation can react more quickly than LSU to the needs of LDMF tenants, including the Anchor Tenant, and thus LSU has requested that the R&T Foundation continue to operate and manage the Improvements following the Donation subject to the terms and conditions set forth herein;

WHEREAS, the R&T Foundation has agreed to continue to operate and manage the Improvements following the Donation subject to the terms and conditions set forth herein; and

WHEREAS, the Anchor Tenant Lease Agreement provides that all of the provisions thereof as to the rights and obligations of the R&T Foundation shall apply to LSU upon the Donation;

NOW THEREFORE, in consideration of the mutual covenants herein contained and the public purposes and benefits to be obtained hereby, the Parties agree as follows:

ARTICLE I

Section 1.01 Scope of Services

Contractor hereby agrees to render the following services:

(A) Services.

- (1) Routine Services. Subject to the terms and conditions of Subsection (B) of this Section 1.01, the R&T Foundation will operate and manage the Improvements and, in connection therewith, will (a) provide routine janitorial services required by the normal, prudent use of the Improvements, such as emptying trash cans, vacuuming the carpet, and cleaning the kitchen, break rooms, restrooms and common areas on a daily basis (Saturdays, Sundays and holidays excepted), removing trash from the parking

lot on a weekly basis, polishing all hard floors and tiled areas twice a month, and steam cleaning the carpet annually (the “**Routine Janitorial Services**”); (b) maintain in good repair, ordinary wear and tear excepted, (i) the roof, foundation, elevators, exterior walls, and exterior windows, (ii) the electrical, heating, air conditioning, ventilation, lighting, plumbing and fire alarm systems, utility lines, and sewer pipes forming a part of or serving the LDMF, and (iii) the parking lot, entrances, exits, stairways, common areas, and exterior landscaping (the “**Routine Maintenance Services**”); and (c) respond to tenant issues that arise in the normal, prudent use of the Improvements, such as replacing light bulbs, cleaning windows, and making minor repairs, including minor repairs to interior and/or demising walls, interior windows, and interior doors (the “**Routine Tenant Services**”) (collectively, the Routine Janitorial Services, Routine Maintenance Services and Routine Tenant Services are referred to herein as the “**Routine Services**”).

- (2) Non-Routine Services. Subject to the terms and conditions of Subsection (B) of this Section 1.01, the R&T Foundation will also provide services in connection with the operation and management of the Improvements other than those Routine Services identified in Subsection (A)(1) of this Section 1.01, including major interior or exterior repairs (the “**Non-Routine Services**”), provided that the R&T Foundation is capable of providing such services.
- (B) Services Requiring LSU Approval. Before incurring any individual expense for the provision of Routine or Non-Routine Services that exceeds \$2,500, the R&T Foundation will first provide written notice to, and obtain written approval to proceed from, a representative of LSU designated hereunder to act on behalf of LSU (the “**LSU Designated Representative**”).
- (C) Extra Janitorial Services Provided Anchor Tenant. If requested by the Anchor Tenant and consistent with the terms of the Participation and Use Agreement (as defined in the 2008 CEA), the R&T Foundation will also provide janitorial services for the Anchor Tenant on Saturdays, Sundays, holidays and/or at night and invoice the Anchor Tenant directly for such janitorial services.
- (D) Alterations. Should a Tenant request an alteration, physical addition, modification or improvement of its leased space within the LDMF, the R&T Foundation will only authorize the requested alteration, physical addition, modification or improvement to be made by or on behalf of the Tenant, or make the requested alteration, physical addition, modification or improvement for the Tenant, after (1) providing written notice to the LSU Designated Representative of, and obtaining written approval from

the LSU Designated Representative authorizing, performance of the work requested and (2) confirming with LSU who will perform and pay for the work requested.

- (E) Annual Operating Budget. Within ten (10) days of the Effective Date of this Agreement and on or before each annual anniversary of the Effective Date of this Agreement through and including June 30, 2018, the R&T Foundation will prepare an operating budget delineating the expenses that the R&T Foundation anticipates it will incur to operate and manage the Improvements for the upcoming year and forward this operating budget to the LSU Designated Representative for approval by the appropriate Vice Chancellor. During this budget process, the appropriate Vice Chancellor may amend the threshold amount of any individual expense for the provision of Routine or Non-Routine Services that requires LSU approval as set forth in Subsection 1.01(B) of this Agreement.
- (F) Property. Any non-consumable movable or immovable property purchased by the Foundation for permanent use in or incorporation into the LDMF shall become the property of LSU. Foundation agrees to execute any formal documentation necessary to memorialize such donation.

Section 1.02 LSU Review, Payment, and Representatives.

- (A) Payment Obligations. Subject to the terms and conditions of this Agreement, LSU will pay (1) the R&T Foundation Monthly Management Fee described and defined in Subsection 2.01(B)(1) of this Agreement, (2) the Monthly Use Support Payment described and defined in Subsection 2.01(B)(2) of this Agreement (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement), and (3) to the extent that the LDMF Account and the Reserve Maintenance Fund as described and defined in Subsections 2.01(A) and (C) of this Agreement, respectively, do not contain sufficient funds to pay (a) all expenses incurred by the R&T Foundation in connection with providing the Services identified in Section 1.01 of this Agreement as described in Subsection 2.01(D) of this Agreement and (b) the Insurance Reimbursement Amount as described in Subsection 2.01(D) of this Agreement, the full amount of such insufficiency; provided that, LSU will not be obligated to pay in any one fiscal year greater than \$750,000.00 in connection with this Agreement. Under no circumstance will the R&T Foundation be obligated to pay any of the amounts described in this Subsection 1.02(A).
- (B) Written Response. Within five (5) business days of receiving written notice of any expense requiring LSU approval as described in Subsections 1.01(B) and 1.01(D) of this Agreement, LSU, through its Designated

Representative, will provide written approval of the expense or indicate in writing that it does not approve of the expense.

(C) LSU Designated Representative and Point of Contact.

- (1) For purposes of this Agreement, the LSU Designated Representative is LSU's Executive Director for Facilities Services or his designee or such other individual as may in the future be identified by LSU by written notice provided to the R&T Foundation in the manner provided for in Section 12.03 of this Agreement.
- (2) For purposes of the Anchor Tenant Lease Agreement, the R&T Foundation and its Chief Executive Officer, Arthur R. Cooper, or such other entity and/or individual as may in the future be identified by LSU by written notice provided to the R&T Foundation in the manner provided for in Section 12.03 of this Agreement, will be the point of contact for issues arising under Paragraphs 2 (Services), 7 (Care and Use of Facilities), 8 (Alterations or improvements), 10 (Maintenance), 22 (Right of Entry or Inspection), 27 (Utilities and Other Services), and 29 (Improvements).

ARTICLE II PAYMENT TERMS

Section 2.01 Payment Process.

- (A) LDMF Account. The R&T Foundation will establish a separate checking account for the LDMF (the "**LDMF Account**").
- (B) Payment for Services and Use Support. On and after the Effective Date of this Agreement, the R&T Foundation will invoice LSU for the following amounts ten (10) days prior to the first day of each ensuing calendar month, and LSU will pay the R&T Foundation the following amounts by the first day of each ensuing calendar month (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement), through and including June 30, 2018: (1) \$4,843.75, representing the R&T Foundation's monthly fee for providing the Services identified in Section 1.01 of this Agreement (the "**R&T Foundation Monthly Management Fee**") and (2) \$33,906.25, representing the monthly use support payment for the LDMF (the "**Monthly Use Support Payment**") to be used to pay the expenses and insurance associated with operating and managing the LDMF as further described herein.

- (C) The Reserve Maintenance Fund. LSU will retain \$5,000.00 of each Monthly Use Support Payment (the “**Reserve Maintenance Fund Amount**”) in a separate account maintained by LSU (the “**Reserve Maintenance Fund**”) or such other amount as mutually agreed upon by the R&T Foundation and LSU through the annual operating budget process in Subsection 1.01(E).
- (D) Payment of Expenses and Insurance.
- (1) Routine Services. On and after January 1, 2013, and subject to the terms and conditions of Subsection 1.01(B) of this Agreement, all expenses that were or are incurred by the R&T Foundation in connection with providing the Routine Services identified in Subsection 1.01(A)(1) will be paid out of the LDMF Account. In the event that the LDMF Account does not have sufficient funds to pay these expenses, the R&T Foundation will so advise the LSU Designated Representative in writing and LSU will then remit to the R&T Foundation sufficient funds from the Reserve Maintenance Fund (or some other source) to cover the deficiency.
 - (2) Non-Routine Services. On and after the Effective Date of this Agreement, and subject to the terms and conditions of Subsection 1.01(B) of this Agreement, all expenses incurred by the R&T Foundation in connection with providing the Non-Routine Services identified in Subsection 1.01(A)(2) of this Agreement will be paid to the R&T Foundation directly by LSU (solely on a reimbursement basis without markup of any kind), or as otherwise mutually agreed to between the R&T Foundation, LSU and any affected Tenant. If, in the opinion of the R&T Foundation, the expense is necessary as a result of the negligence or other fault of any tenant of the LDMF (each a “**Tenant**”), its agents, employees, or invitees (which damage will be documented by the R&T Foundation by photographs and/or other means, with copies provided to LSU), the R&T Foundation will first use best efforts to collect the amount of any such individual expense from that Tenant and, only if unsuccessful, will LSU pay such expense (solely on a reimbursement basis without markup of any kind).
 - (3) Alterations. On and after the Effective Date of this Agreement, all expenses incurred by the R&T Foundation in connection with making any alteration, physical addition, modification or improvement pursuant to Subsection 1.01(D) of this Agreement will be paid as determined in accordance with Subsection 1.01(D)(2) of this Agreement.
 - (4) Insurance. The Insurance Reimbursement Amount described and defined in Subsection 4.02 of this Agreement, will be paid out of

the LDMF Account. In the event that the LDMF Account does not have sufficient funds to pay this amount, the R&T Foundation will so advise the LSU Designated Representative in writing and LSU will then remit to the R&T Foundation sufficient funds from the Reserve Maintenance Fund (or some other source) to cover the deficiency.

(5) Current or Overdue Payment Amounts. Any funds in the LDMF Account can be used to pay the R&T Foundation any current or overdue R&T Foundation Monthly Management Fees, any current or overdue Monthly Use Support Payments (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement), and any current or overdue Insurance Reimbursement Amounts.

(E) Accounting. Each quarter and annually, the R&T Foundation will provide the LSU Representative with an accounting of all expenses incurred in connection with providing the Services identified in Section 1.01 of this Agreement and paid by the R&T Foundation out of the LDMF Account as well as a copy of the account statement for the LDMF Account and a comparison, on a year-to-date basis, of the budgeted amount with the actual expenditures.

Section 2.02 Anticipated future payments and process.

(A) Snack/Coffee Shop. In the future, a snack/coffee shop may be built in the LDMF and operated by LSU, directly or through its dining services contract or other contract. The Parties agree that the R&T Foundation will neither operate nor manage the snack/coffee shop and will have no responsibilities in connection therewith either pursuant to this Agreement or otherwise.

(B) Audio-Visual Auditorium, Classroom and Conference Rooms. LSU may permit an individual or entity, on a daily or longer basis, to use the Audio-Visual Auditorium, the Audio-Visual Classroom and/or certain Audio-Visual Conference Rooms, shown as the cross-hatched portion of the first floor site plan of the LDMF attached hereto as **Exhibit C**. If, and only if, LSU charges and collects a facilities use fee in connection therewith, LSU will remit to the R&T Foundation 12.5% of each such facilities use fee as an additional management fee that will be deposited in the R&T Foundation's Operating Account.

ARTICLE III TERMINATION

Section 3.01. Termination by LSU. If LSU does not receive sufficient funds from the LED or some other source to pay the R&T Foundation the amounts due hereunder, LSU will have the option to terminate this Agreement upon forty-five (45) days written notice and, if exercised, the R&T Foundation will have no further responsibilities, obligations or liabilities with regard to operating and managing the LDMF.

Section 3.02. Termination by the R&T Foundation.

- (A) If the R&T Foundation does not receive from LSU or some other source either the R&T Foundation Monthly Management Fee described and defined in Subsection 2.01(B)(1) of this Agreement or the Monthly Use Support Payment described and defined in Subsection 2.01(B)(2) of this Agreement (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement) on or before the first day of any calendar month in connection with which such payments are due, the R&T Foundation will have the option to terminate this Agreement if the full delinquent payment is not received by the R&T Foundation within forty-five (45) days of the R&T Foundation providing written notice of such failure to pay to LSU (or to the Anchor Tenant pursuant to the terms of the Anchor Tenant Lease) and, if exercised, the R&T Foundation will have no further responsibilities, obligations or liabilities with regard to operating and managing the LDMF.
- (B) The R&T Foundation may also terminate this Agreement if the LDMF Account does not contain sufficient funds to pay (a) all expenses incurred by the R&T Foundation in connection with providing the Services identified in Section 1.01 of this Agreement as described in Subsection 2.01(D) of this Agreement and (b) the Insurance Reimbursement Amount as described in Subsection 2.01(D) of this Agreement, and LSU, or some other person or entity, does not provide sufficient funds to pay such amounts from the Reserve Maintenance Fund (or some other source) within ten (10) days of the R&T Foundation providing written notice of the insufficiency of funds.

Section 3.03. Balance of Reserve Maintenance Fund. Upon termination of this Agreement, any funds remaining in the Reserve Maintenance Fund after payment of all R&T Foundation Monthly Management Fees due hereunder, all expenses incurred by the R&T Foundation in connection with providing the Services identified in Section 1.01 of this Agreement as described in Subsection 2.01(D) of this Agreement, and all Insurance Reimbursement Amounts as described in Subsection 2.01(D) of this Agreement, shall be the property of LSU.

Section 3.04 State Termination Clause. Notwithstanding any other provision herein, LSU may terminate this Agreement for cause based upon the failure of the R&T Foundation to comply with the terms and/or conditions of the Agreement; provided that LSU shall give the R&T Foundation written notice specifying the R&T Foundation's failure. If within forty-five (45) days after receipt of such notice, the R&T Foundation shall not have either corrected such failure or, in case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSU may, at its option, place the R&T Foundation in default and the Agreement shall terminate on the date specified in the notice. In addition to its right to terminate this Agreement in accordance with Section 3.02 of this Agreement, the R&T Foundation may also exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSU to comply with the terms and conditions of this Agreement, provided that the R&T Foundation shall give LSU written notice specifying LSU's failure and a reasonable opportunity for LSU to cure the defect.

ARTICLE IV INSURANCE

Section 4.01 Insurance. Subject to LSU's reimbursement obligations set forth in Section 4.02 of this Agreement, the R&T Foundation (A) has maintained, and will through the date of the Donation maintain, a policy or policies of insurance with insurers described in Subsections 4.03(A) and (K) of this Agreement in amounts mutually agreed upon by the Parties covering all insurable risks of physical damage or injury to the Improvements available under Louisiana insurance law and regulations, and sufficient in amount to fully restore the Improvements to the greatest extent allowed by law, and (B) has maintained, and will through the term of this Agreement or any earlier termination date, subject to the cancellation provisions set forth in Subsection 4.03(M) of this Agreement, continue to maintain, a policy or policies of insurance with insurers described in Subsections 4.03(A) and (K) of this Agreement in amounts mutually agreed upon by the Parties providing general liability coverage. Following the Donation, LSU, and not the R&T Foundation, will be wholly responsible for obtaining and maintaining the insurance described in Section 4.01(A) of this Agreement in amounts mutually agreed upon by the Parties.

Section 4.02 Reimbursement. Both (A) the cost of the insurance maintained by the R&T Foundation as described in Subsection 4.01(A) as well as (B) a proportionate share (as mutually agreed by the R&T Foundation and LSU as part of the annual operating budget process in subsection 1.01(E)) of the cost of the general liability coverage described in section 4.01(B) shall be considered expenses related to the operations of the LDMF and as such, the R&T Foundation shall reimburse itself for the cost of such coverage (the "**Insurance Reimbursement Amount**") out of the funds deposited into the LDMF Account pursuant to this Agreement.

Section 4.03 Other Insurance Provisions.

- (A) Required Insurance. Through the term of this Agreement or any earlier termination date, subject to the cancellation provisions set forth in Subsection 4.03(M) of this Agreement, the R&T Foundation shall at all times maintain or cause to be maintained, with respect to its operations of the LDMF, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and, to the extent available on commercially reasonable terms, bearing a rate of A-VI in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
<p>Commercial General Liability Insurance for the following where the exposure exists:</p> <ul style="list-style-type: none"> (a) premises-operations (b) broad form Lease liability (c) products/completed operations (d) use of Contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent Contractors (i) sprinkler leakage legal liability 	<p>Coverage in an amount not less than:</p> <p>\$1,000,000.00 per occurrence; \$2,000,000.00 General Aggregate; and \$2,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible.</p> <p>“Claims Made” form is not acceptable.</p>
<p>Business Automobile Liability Insurance for bodily injury and property damage, covering owned, hired, rented, and leased automobiles.</p>	<p>Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.</p>
<p>Worker’s Compensation & Employer’s Liability Insurance.</p>	<p>Limits as required by the Labor Code of the State of Louisiana and Employer’s Liability coverage. The insurer shall agree to waive all rights of subrogation against LSU, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.</p>

- (B) Additional Insurance Requirements. Unless otherwise approved in writing by the LSU Designated Representative, the R&T Foundation shall maintain or require all contractors and/or subcontractors to maintain the insurance provided above. The R&T Foundation and its contractors and/or

subcontractors, before commencing any activity pursuant to this Agreement, shall procure such comprehensive liability and property damage insurance, including, but not limited to Commercial General Liability, Personal and Advertising Injury Liability, Products and Completed Operations Liability and insurance for the operation of motor vehicles, which will cover, to the extent allowed by law, improvements, repairs, or other work performed by the R&T Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by any of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding structures and buildings. Unless otherwise agreed to in writing by the LSU Designated Representative, such policy or policies of insurance shall provide minimum liability limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate. The R&T Foundation shall also either (a) require its contractors and subcontractors to have in full force and affect a policy of workers' compensation and employer's liability insurance or (b) include such contractors and subcontractors under its own policies for liability and workers' compensation before proceeding with any work under this Agreement, which insurance shall be in compliance with the Louisiana Workers Compensation Act.

- (C) Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects to LSU and its board members, employees, agents, and volunteers. Any insurance or self-insurance maintained by LSU shall be excess and noncontributory to the insurance maintained by the R&T Foundation or any contractors hereunder.
- (D) Failure to Comply With Reporting Requirements. Any failure of the R&T Foundation or its contractor(s) and/or subcontractor(s) to comply with reporting requirements of a policy required hereby shall not affect coverage provided to LSU and its board members, employees, agents, and volunteers.
- (E) Application of Multiple Policies. The insurance maintained by the R&T Foundation and/or any contractors and/or subcontractors hereunder shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.
- (F) No Release. Neither the acceptance of completed work nor the payment therefor shall release the R&T Foundation or any contractor from the obligations of the insurance requirements or indemnification set forth herein.

- (G) No Recourse. The insurance companies issuing the required policies shall have no recourse against LSU for payment of premiums or for assessments under any form of the policies.
- (H) Excess Insurance. Excess umbrella insurance may be used to meet the minimum requirements for general liability insurance and automobile liability insurance only.
- (I) Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by the LSU Designated Representative. The R&T Foundation and/or its contractors and/or subcontractors shall be responsible for all deductibles and self-insured retentions.
- (J) No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to LSU and its board members, employees, agents, and volunteers.
- (K) Licensed Louisiana Insurers. All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms unless waived in writing by the LSU Designated Representative, bear a rating of A-:VI in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirements has not been waived in writing, the R&T Foundation and/or contractor and/or subcontractor shall obtain a policy with an insurer that meets the A. M. Best Co. rating required and shall submit another Certificate of Insurance as required hereunder.
- (L) Occurrence Based Policies. All insurance required hereunder shall be per occurrence coverage. Claims-made policies are not allowed.
- (M) Verification of Coverage. The R&T Foundation shall furnish the LSU Designated Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. In addition to the certificates, the R&T Foundation shall submit the declarations page and the cancellation provision endorsement for each insurance policy. Said certificates and policies shall to the extent allowed by law provide at least a thirty (30) day written notification to the LSU Designated Representative prior to the cancellation thereof. Upon failure of the R&T Foundation to furnish, deliver and maintain such insurance as provided herein, this Agreement, at the election of the LSU System President & Chancellor, may be suspended, discontinued or terminated; alternatively, LSU may, but shall not shall be obligated to, obtain said insurance on behalf of the R&T Foundation at the expense of the R&T

Foundation unless the cost of such coverage is to be paid out of the funds deposited into the LDMF Account pursuant to Section 4.02 of this Agreement. Failure of the R&T Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the R&T Foundation from any liability or indemnification hereunder.

- (N) Additional Insureds. The Foundation, the Board, and their board members, employees, and agents shall each be named as additional insureds on all policies required hereby.

ARTICLE V INDEMNITY

Section 5.01 Indemnity Obligations of the R&T Foundation. The R&T Foundation agrees to protect, defend, indemnify, save, and hold harmless, LSU, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the R&T Foundation, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the R&T Foundation as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of LSU, its officers, agents, servants, employees and/or volunteers. The R&T Foundation agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. However, the Parties further agree that the R&T Foundation's costs and expenses incurred in fulfilling its defense and indemnity obligations hereunder shall be limited to insurance proceeds which are available for this purpose.

Section 5.02 Indemnity Obligations of LSU. LSU agrees to protect, defend, indemnify, save, and hold harmless, the R&T Foundation, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of LSU, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by LSU as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the R&T Foundation, its officers, agents, servants, employees and/or volunteers. LSU agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. However, the Parties further agree that LSU's costs and expenses incurred in fulfilling its defense and indemnity obligations hereunder shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

**ARTICLE VI
NON-ASSIGNABILITY**

Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party. This provision shall not be construed to prohibit the R&T Foundation from assigning its bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to LSU and the Office of Contractual Review..

**ARTICLE VII
AUDIT AND AUDITORS**

The Parties hereby agree that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, as well as LSU and its internal auditors shall have the option of auditing all records and accounts of the R&T Foundation that relate to this Agreement, as well as all contracts with outside consultants and service providers relative to the performance of services under this Agreement.

**ARTICLE VIII
RECORD RETENTION**

R&T Foundation agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law if Federal funds are used to fund this Agreement.

**ARTICLE IX
TERM**

This Agreement shall begin on the Effective Date and shall terminate on June 30, 2018. The termination date may be extended by written amendment to this Agreement, which must be signed by each of the Parties after obtaining any necessary approvals.

**ARTICLE X
FISCAL FUNDING**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill therequirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated unless terminated earlier as otherwise provided in this Agreement.

**ARTICLE XI
DISCRIMINATION CLAUSE**

Section 9.01 Applicable Non-Discrimination Acts. The Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Section 9.02 Non-Discrimination Policy. The Parties agree not to discriminate in employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability.

Section 9.03 Termination. Any failure to comply with these statutory obligations when applicable, or any act of discrimination committed by any Party, shall be grounds for termination of this Agreement.

**ARTICLE XII
INDEPENDENT CONTRACTORS**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The R&T Foundation shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement.

**ARTICLE XIII
TAX LIABILITY**

The R&T Foundation hereby agrees that the responsibility for payment of taxes due, if any, in connection with the funds received under this Agreement shall be the obligation of the R&T Foundation.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 14.02 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. The 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana, shall be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding by and among the Parties in connection with, or by reason of, this Agreement.

Section 14.03 Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by: (1) hand; (2) U.S. Postal Service, postage prepaid, certified mail, return receipt requested; (3) by private, commercial carrier; or (4) sent by telecopy or other form of rapid electronic transmission when the receipt is confirmed in writing by the addressee. Notices must be addressed to the addressee at the addresses shown below or to such other person or address as a Party may give notice to the other Parties:

In the case of LSU:

Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
104B System Building
3810 W. Lakeshore Drive
Baton Rouge, Louisiana 70808
Telecopy: (225) 578-5524
Attn: LSU President & Chancellor

With a copy to (which copy shall not constitute notice):

General Counsel
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Fax 225-578-5524

And another copy to (which copy shall not constitute notice):

Vice Chancellor for Finance & Administrative Services & CFO
330 Thomas Boyd Hall
Louisiana State University
Baton Rouge, LA 70803

In the case of the R&T Foundation:

Louisiana State University System Research and Technology
Foundation
Building 340, East Parker Boulevard
Baton Rouge, Louisiana 70803
Telecopy: (225) 615-8910
Attn: Arthur R. Cooper
Chief Executive Officer

With a copy to (which copy shall not constitute notice):

Kantrow, Spaht, Weaver & Blitzer, APLC
445 North Boulevard
Baton Rouge, Louisiana 70802
Telecopy: (225) 343-0630
Attn: W. Scott Keaty

Section 14.04 Entire Agreement; Supercedure. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supercedes any and all prior contracts, agreements and understandings between the Parties, whether written or oral, concerning the subject matter hereof and is a complete statement of the terms thereof.

Section 14.05 Amendments. The Parties agree that any amendment to this Agreement must be in writing and executed by all Parties.

Section 14.06 Construction. LSU and the R&T Foundation and/or their respective counsel have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by LSU and the R&T Foundation, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. In entering this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

Section 14.07 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

Section 14.08 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 14.09 Further Assurances. From time to time hereafter, each Party shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the other Parties may reasonably request, for the purpose of fulfilling its obligations hereunder.

Section 14.10 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, board member, officer, agent or employee of any Party hereto in his individual capacity, and those persons executing this Agreement on behalf of a Party to this Agreement shall not be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

Section 14.11 Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to a Party upon any breach by the other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

[Signature page follows]

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 14 day of ~~September~~ November, 2013, to be effective as of the Effective Date.

WITNESSES:

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE**

Kay Miller

By: F. King Alexander
Name: F. King Alexander
Title: President & Chancellor

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 18th day of September, 2013, to be effective as of the Effective Date.

WITNESSES:

**LOUISIANA STATE UNIVERSITY
SYSTEM RESEARCH AND
TECHNOLOGY FOUNDATION**

Charlotte Smith

By: Arthur R. Cooper
Name: Arthur R. Cooper
Title: Chief Executive Officer

Exhibits

- A – 2008 CEA
- B – Anchor Tenant Lease Agreement
- C – Cross-hatched portion of the first floor site plan of the LDMF showing the Audio-Visual Auditorium, the Audio-Visual Classroom and the Audio-Visual Conference Rooms

[Signature Page for Cooperative Endeavor Agreement]

JAN 07 2009

BOBBY JINDAL
GOVERNOR



LSU SYSTEM STEPHEN MORET
SECRETARY

State of Louisiana
LOUISIANA ECONOMIC DEVELOPMENT

DATE: December 30, 2008

TO: Elliott Adams
Contract Monitor

FROM: Chris Stewart 
Contracts/Grants Reviewer

SUBJECT: Approved Contract

Attached is the approved contract between Louisiana Economic Development and Louisiana State University, *and an original for you to forward to the contractor.*

A contract compliance checklist which outlines the contract requirements, payment schedule, and certification that the deliverables were met in accordance with the terms of the contract is also attached. This form must be completed, signed and submitted with any request for payment before checks will be processed. Any questions about the completion of the form can be directed to Jennifer Williams at 342-5627.

As contract monitor, please be advised that if the contract services and deliverables are not completed/provided by the contract end date, you must have an amendment submitted for processing and approval at least thirty (30) days prior to the contract end date.

If you have any questions, please call me at 342-5361.

Attachments





BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

December 29, 2008

Ms. Fran Gladden
Undersecretary
Department of Economic Development
Post Office Box 94185
Baton Rouge, LA 70804-9185

Dear Ms. Gladden:

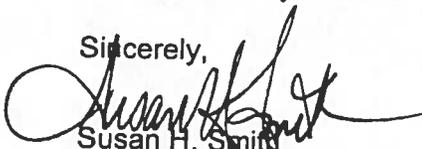
Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on December 23, 2008. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Department of Economic Development
OCR# 252-900893 CFMS# 673592 La. State University

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,


Susan H. Smith
Director

SHS/pl

Enclosure

DEC 30 2008

09/10/08

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement"), effective July 1, 2008 ("Effective Date") is made between:

the STATE OF LOUISIANA (the "State"), acting by and through the Commissioner of Administration;

the LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State of Louisiana, acting through the Secretary of Economic Development,

the CITY OF BATON ROUGE / PARISH OF EAST BATON ROUGE ("the City-Parish") acting through its Mayor-President, and

the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE ("LSU"), a public constitutional corporation acting through the duly authorized President of the Louisiana State University System.

WITNESSETH:

WHEREAS, the parties hereto are executing this Agreement to promote the development of the digital interactive media industry in the State of Louisiana, and to encourage technology transfer and research and development in the field, by providing for relevant curricula, workforce and facilities in support thereof, including assistance to the Louisiana Digital Media Facility and the LSU Avatar Program;

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individuals, and in Article VI, Section 21 authorizes assistance to local industry;

WHEREAS, La. R.S. 33:9029.2 authorizes the State through the Commissioner of Administration to enter into cooperative endeavor agreements with political subdivisions and with any private association, corporation or individual to achieve a public purpose, including but not limited to enhancing or maintaining the economic well-being of the State, upon a showing of reasonable expectations that such obligation of the State will result in economic development or will achieve other economic goals that will equal or exceed the value of the obligations of the State;

WHEREAS, Richard Clinch of the Jacob France Institute has prepared a projection, which estimates that the Economic Benefit of the Louisiana Digital Media Facility (herein "LDMF") and related companies for the term of this Agreement shall be \$55,607,125 in the aggregate, exceeding the value of the State's obligations hereunder;

WHEREAS, in order to provide initial momentum and a rapid startup of the LDMF, and to attract the Anchor Tenant for the LDMF, the parties desire to provide space for said tenant as

quickly as possible, and the State agrees to provide funds to LSU of up to \$505,000 for the provision of space for the Anchor Tenant at the Interim Facilities, and additional funding of operational expenses in the form of lease or use support;

WHEREAS, LSU intends to work collaboratively with the Anchor Tenant to determine the location, design and feasible funding of the means of construction of the proposed Louisiana Digital Media Facility on an LSU campus, subject to the approval of the LSU Board of Supervisors, and the State agrees to provide funds to LSU of up to \$1,000,000 for the provision of space for the Anchor Tenant at that proposed Facility, and additional funding of operational expenses in the form of lease or use support;

THEREFORE, it is agreed as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

"Act" means, collectively, Section 14(C) of Article VII and La. R.S. 33:9029.2.

"Anchor Tenant" means a company which is preeminent in the digital media industry, capable of providing significant experienced advice and assistance to LSU's digital media programs and support to the development of the digital media industry in the State, and has been specifically approved in writing by LED to participate in the benefits of this Agreement, currently Electronic Arts, Inc.

"Contract Monitor" means the person or persons designated by LED charged with the responsibility of reviewing compliance with this Agreement by the other parties hereto.

"Economic Benefit" means the estimated impact on the economy of the State of Louisiana of the Louisiana Digital Media Facility and related companies, resulting from and supported by the ongoing fulfillment of the contract obligations hereunder, as set forth in Article IV hereof.

"Executive Budget" means the budget submitted each year to the State Legislature by the Governor setting forth all proposed State expenditures.

"Facilities" mean the Anchor Tenant space within the Louisiana Digital Media Facility as approved by the LSU Board of Supervisors.

"Goals and Objectives" means to renovate and make available the Interim Facilities, to attract a major digital interactive media company as an Anchor Tenant, and thereby acquire expertise and prestige in the industry which will support and enhance the Louisiana Digital Media Facility and the LSU Avatar Program, and serve as a beachhead in the development of the digital interactive media industry in the State.

"Interim Facilities" means the space located at 8000 GSRI Avenue, use of which is provided by LSU to EA pursuant to the Participation and Use Agreement, being approximately 10,994 square feet in Building 3110 on LSU A&M's South Campus.

“Louisiana Digital Media Facility” (“LDMF”) means the location of the companies and the LSU programs associated with the digital interactive media industry.

“Participation and Use Agreement” means the agreement entered in to between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Electronic Arts, Inc., effective the 12th day of September, 2008, and titled “Participation and Use Agreement” providing for the use of the Interim Facilities to EA.

“Performance Measures” means:

1. Completion of the design for the Facilities.
2. Commencement of the renovation, furnishing and equipping of the Interim Facilities.
3. Completion of the renovation, furnishing and equipping of the Interim Facilities in a timely manner
4. Providing the use of the Interim Facilities during the term of this Agreement to the Anchor Tenant.

“Plans and Specifications” means, collectively, the plans and specifications for the Facilities and the Interim Facilities, to be developed by LSU with collaborative input from LED and the Anchor Tenant, as the same may be amended from time to time.

“Project Budget” means the estimate of total Project Costs, as set forth in Exhibit A hereto.

“Project Costs” means (1) all costs incurred to design, renovate, construct, improve, furnish and equip the Facilities and the Interim Facilities, in accordance with the Plans and Specifications, and (2) the operating costs including, but not limited to, the Participation Fee attributable to providing space for the Anchor Tenant.

Section 1.02 Use of Defined Terms.

Terms defined in this Agreement shall have their defined meanings when used herein unless the context requires otherwise. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and the words “hereof” and “herein” shall be construed to refer to the entirety of this Agreement and shall not be restricted to the particular Article, Section, subsection or paragraph in which they appear.

ARTICLE II. AUTHORITY AND SCOPE OF THE AGREEMENT

Section 2.01 Authority of State.

The Act grants the parties the authority to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose, including agreements which may require the providing for and the use of state funds, personnel or other resources, provided legal guidelines are met. This Agreement is entered into pursuant to the Act, and with the

expectation that the resulting economic development benefits will exceed the obligations of the parties hereto.

Section 2.02 Scope of Agreement.

Part of the established mission of LED is to encourage development in Louisiana of a strong capital base for the production of digital interactive media in order to achieve a more independent, self-supporting industry. This objective is divided into immediate and long-term objectives as follows:

- (1) Immediate objectives are to:
 - a) Attract private investment for the production of digital interactive media;
 - b) Develop an infrastructure which encourages private investment.
- (2) Long-term objectives are to:
 - a) Encourage increased employment opportunities successful competition with other states, and economic development in the digital interactive media industry sector;
 - b) Encourage new education curricula in order to provide a labor force trained in all aspects of digital interactive media;
 - c) Encourage partnerships between digital interactive media developers and Louisiana educational institutions.

Support for the LDMF fits within this mission, and its successful development will assist LED in achieving the above objectives. In order to achieve success for the LDMF, it is important to (1) attract a private sector "Anchor Tenant" to establish the validity of the LDMF and attract other tenants, (2) provide for build out of the Interim Facilities so that appropriate space is timely available, and (3) provide assistance in the form of an operations subsidy to the proposed LDMF to ensure its operations.

ARTICLE III. COOPERATIVE ENDEAVOR OBLIGATIONS

Section 3.01 Obligations of LSU.

- (A) LSU hereby agrees that it will renovate or cause to be renovated the Interim Facilities (not including any space referred to as "Future Space" in the Participation and Use Agreement) in accordance with the Plans and Specifications, and LSU will provide occupancy in the Interim Facilities to Electronic Arts, Inc. in accordance with the Participation and Use Agreement. LSU hereby certifies that Electronic Arts, Inc. is currently occupying a substantial portion of the Interim Facilities. Selection of design professionals and construction contractors shall be the responsibility of LSU and shall be done at the

discretion of LSU in accordance with LSU's normal procurement processes and any applicable public bid laws.

- (B) Pending availability of the proposed LDMF, and conditioned on receiving from LED or Anchor Tenant an amount equal to the Participation Fee described in the Participation and Use Agreement, LSU will provide the Interim Facilities for the use of Electronic Arts, Inc. at a location acceptable to both LSU and Electronic Arts, Inc.. In the event that either LED or Electronic Arts, Inc. fails to pay to LSU the Participation Fee for a period of thirty days after LSU has given written notice to LED and Electronic Arts, Inc. that payment was not made in accordance with the requirements of the Participation and Use Agreement, LSU may evict Electronic Arts, Inc. from the Interim Facilities and LSU shall have no further obligation to provide the use of the Interim Facilities to Electronic Arts, Inc.
- (C) LSU agrees to continue to work collaboratively and negotiate in good faith with EA and LED regarding the location, design, funding and construction of a facility or other space to house the proposed LDMF and the Anchor Tenant, subject to the approval of the LSU Board of Supervisors.

Section 3.02 Obligations of LED.

- (A) LED agrees to provide funds to LSU for lease or use support for the Anchor Tenant at the Interim Facilities in an amount equal to the lesser of the actual amount of the Participation Fee provided for in Section 2.a)i. of the Participation and Use Agreement, or the following annual payment amount:

Fiscal Year Ending June 30, 2009	\$ 113,000
Fiscal Year Ending June 30, 2010	\$ 113,000
Fiscal Year Ending June 30, 2011	\$ 114,000
Fiscal Year Ending June 30, 2012	\$ 465,000*
Fiscal Year Ending June 30, 2013	\$ 465,000
Fiscal Year Ending June 30, 2014	\$ 465,000
Fiscal Year Ending June 30, 2015	\$ 465,000
Fiscal Year Ending June 30, 2016	\$ 465,000
Fiscal Year Ending June 30, 2017	\$ 465,000
Fiscal Year Ending June 30, 2018	\$ 465,000

The payments shall be made by LED in accordance with the terms and dates provided for in Section 2.a)ii. of the Participation and Use Agreement. (*Subject to LSU Board of Supervisor approval, the parties intend to provide the Anchor Tenant with up to 30,000 sq. ft. of space in the Facilities by FY2012, and contemplate entering into a second Cooperative Endeavor Agreement for lease support at the Facilities in lieu of lease support at the Interim Facilities.)

- (B) The State and/or LED shall provide funds to LSU, to be used for the renovation, furnishing and equipping of the Interim Facilities in accordance with the Plans and Specifications in an amount not to exceed Five Hundred Five Thousand and No/100 Dollars (\$505,000.00), to be paid on a reimbursement basis, based upon invoices submitted from LSU to LED and sufficient documentation of expenses incurred. After final approval by the Division of

Administration of this Agreement, the State and/or LED shall make payment to LSU within ten days of receipt of each invoice submitted by LSU to LED pursuant to this subsection.

- (C) The State shall provide funds to LSU, to be used for the renovation, construction, improvement, furnishing and equipping of the Facilities in accordance with the Plans and Specifications, as may be approved by the LSU Board of Supervisors, in an amount not to exceed One Million and No/100 Dollars (\$1,000,000.00), to be paid on a reimbursement basis, based upon invoices submitted from LSU to LED with sufficient documentation of expenses incurred.
- (D) The State, LSU and LED hereby acknowledge that the State's obligation to fund the requirements set forth in this Section is subject to Legislative discretion and that the source of funding of the appropriation and the recipient agency of such appropriation could vary during the term of this Agreement Nonetheless, the State hereby expressly agrees to request such funding in LED's budget each year through the term hereof and if appropriated to an agency other than LED, to facilitate the transfer of such funds as required hereby.
- (E) LED acknowledges that Electronic Arts, Inc.(EA) is approved as the initial Anchor Tenant. If EA's participation in the LSU digital media program is terminated, LED shall provide equivalent support for a LED-approved successor Anchor Tenant.

Section 3.03 Obligations of the State.

The Commissioner hereby agrees on behalf of the State to include in the Executive Budget and request the State Legislature to provide funding as herein stipulated for-the accomplishment of this Agreement by payment to LSU of the amounts set forth in Section 3.02., above.

Section 3.04 Obligations of the City-Parish.

The City-Parish shall provide funds to LSU to be used for the construction, furnishing and equipping of the Interim Facilities in accordance with the Plans and Specifications, in an amount not to exceed Seventy Five Thousand and No./100 (\$75,000.00), which shall be transferred to LED to be paid to LSU on a reimbursement basis, based upon invoices submitted from LSU to LED and sufficient document of expenses incurred. Said funds are in addition to LED's obligation, which is exclusive of any funds paid by the City-Parish.

ARTICLE IV. APPROPRIATIONS

Section 4.01 State Appropriations.

All payment obligations of the State under this Agreement shall be subject to appropriation by the Legislature of sufficient funds therefore and the availability of funds following Legislative appropriation. The State, through the Commissioner of Administration and LED agree to request, in the Executive Budget, the appropriation necessary to meet the requirements of Section 4.03 hereof but make no representations, warranties or covenants, express or implied, that the Legislature will make such appropriations. A failure by the Legislature to appropriate sufficient funds to satisfy the obligation of the State and LED under this Agreement shall not constitute a

default under this Agreement, and this Agreement shall continue in full force and effect as if the appropriation had been made; provided, however, that the obligation of the State shall not be diminished and the obligation to make future payments shall not be delayed by virtue of a failure to appropriate.

Section 4.02 LSU Appropriations.

The obligations of the LSU under this Agreement shall be subject in all respects to the appropriation of funds to LSU by the Legislature sufficient to allow LSU to fulfill its obligations hereunder and subject to the availability of funds to LSU following legislative appropriation. The performance of LSU's obligations is also subject to the performance by LED and the State of their obligations hereunder, as well as the performance by Electronic Arts of its obligations pursuant to the Participation and Use Agreement. A failure by the Legislature to appropriate sufficient funds to satisfy the obligations of LSU under this Agreement shall not constitute a default under this Agreement. Furthermore, LSU shall not be in default in any event in which LSU is unable to perform its obligations because the obligations of the State or LED have not been performed. The termination of the Participation and Use Agreement shall not constitute a fault by LSU hereunder, and the loss of the Anchor Tenant as an occupant of the Interim Facilities shall not constitute a default by LSU.

ARTICLE V. AUDIT MATTERS AND REPORTING

Section 5.01 Audit.

Each year during this Agreement, LSU shall provide to State and LED a copy of the annual audit performed by the Legislative Auditor of the State of Louisiana. LSU shall retain the books and records related to this Agreement for three (3) years after the close of the year in which the books and records were created or generated.

ARTICLE VI. ASSIGNMENT

Section 6.01 Assignment.

The parties hereto shall not transfer or assign this Agreement or transfer or assign any or all of their rights or delegate any or all of their duties hereunder, without the consent of each of the other parties to this Agreement.

ARTICLE VII. TERM

Section 7.01 Term.

The term of this Agreement shall begin July 1, 2008 and shall terminate June 30, 2018. The termination date may be extended by written amendment to this Agreement, which must be signed by the parties and approved by the Director of the Office of Contractual Review or the Commissioner of Administration.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 Severance.

To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 8.02 Amendments.

This Agreement may be amended only upon the written consent of all parties.

Section 8.03 No Personal Liability of LSU or State Officials.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any party hereto in his individual capacity, and neither the officers of any party hereto nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

Section 8.04 Approvals.

Should approval be necessary for any purpose as required by this Agreement, such approval shall be considered effective when received from the Commissioner of Administration for the State or for LED by its Secretary for LSU by the President of the Louisiana State University System or his designee.

Section 8.05 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 8.06 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 8.07 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 8.08 Further Assurances.

From time to time hereafter, LSU shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the State may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 8.09 Addresses for Notices.

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in written notice to the other party.

If to the State:

(Post Office Address for U. S. Postal Service Delivery)
 Ms. Angele Davis, Commissioner
 Division of Administration
 P. O. Box 94095
 Baton Rouge, LA 70804-9095

(Street Address for Courier or Express Mail Delivery)
 Ms. Angele Davis, Commissioner
 Division of Administration
 Claiborne Building
 1201 N. Third St.
 Baton Rouge, LA 70802
 Telephone: (225) 342-7000
 Telecopy: (225) 342-1057

If to LED:

(Post Office Address for U.S. Postal Service Delivery)
 Mr. Stephen Moret., Secretary
 Department of Economic Development
 P. O. Box 94185
 Baton Rouge, LA 70804-9185

(Street Address for Courier or Express Mail Delivery)
 Mr. Stephen Moret., Secretary
 Department of Economic Development

1051 N. 3rd Street
 Baton Rouge, LA 70802
 Telephone: (225) 342-3000
 Telecopy: (225) 342-5389

If to the City Parish of Baton Rouge

(Street Address for U. S. Postal Service Delivery, Courier or Express Mail Delivery)
 Mayor-President
 222 St. Louis Street, 3rd Flr.
 Baton Rouge, LA 70802

Copy to:
 Parish Attorney
 222 St. Louis Street, Room 902
 Baton Rouge, LA 70802

If to LSU:

(Street Address for U. S. Postal Service Delivery, Courier or Express Mail Delivery)
 Office of the President
 Louisiana State University
 107 System Building
 3810 W. Lakeshore Drive
 Baton Rouge, LA 70808
 Telephone: (225) 578-2111
 Telecopy: (225) 578-5524

Office of the Chancellor
 Louisiana State University
 156 Thomas Boyd Hall
 Baton Rouge, LA 70803
 Telephone: (225) 578-6977
 Telecopy: (225) 578-5982

Section 8.10 Delay or Omission.

No delay or omission in the exercise of any right or remedy accruing to the State upon any breach by LSU under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

Section 8.11 Venue.

The 19th Judicial District Court, East Baton Rouge Parish, State of Louisiana, shall be deemed to be the exclusive court of Jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement. LSU does not waive any sovereign immunity it may have by signing this Agreement.

Section 8.12 Discrimination Clause.

LSU agrees to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964, as amended, by the Equal Opportunity Act of 1972, Federal Executive Order 11146, the Federal Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. In addition, LSU agrees to abide by the requirements of the Americans with Disabilities Act of 1990. LSU agrees not to discriminate against participants due to race, color, religion, sex, disabilities or national origin. LSU agrees to ensure that all services will be delivered without discrimination due to race, color, religion, sex, national origin or disabilities. LSU shall not discriminate on the basis of sexual orientation in any matter relating to employment.

Section 8.13 Contract Approval.

This contract shall not become a valid contract until all appropriate parties, including the Division of Administration - Office of Contractual Review, have approved it.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized and undersigned officers, in the presence of the undersigned competent witnesses, as of the day and year written below, after a due reading of the whole document.

THUS DONE AND SIGNED, this 29 day of December 2008 at Baton Rouge, Louisiana.

WITNESSES:

STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION


Witness Signature
Sanct Tomery
Print Name

By: 
Angele Davis, Commissioner


Witness Signature
Candace Levy
Print Name

[Signature Page for Cooperative Endeavor Agreement]

THUS DONE AND SIGNED, this 15th day of December, 2008, at Baton Rouge, Louisiana.

WITNESSES:

STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT

[Signature]
Witness Signature
Kathy Blankenship
Print Name

By: [Signature]
Stephen Moret, Secretary

[Signature]
Witness Signature
Chris Stewart
Print Name

THUS DONE AND SIGNED, this 15th day of December, 2008, at Baton Rouge, Louisiana.

WITNESSES:

CITY OF BATON ROUGE /
PARISH OF EAST BATON ROUGE

[Signature]
Witness Signature
SUSAN F. BOWDREAU
Print Name

By: [Signature]
Melvin L. "Kip" Holden

[Signature]
Witness Signature
Renee Dalton Pailin
Print Name

APPROVED
Office of the Governor
Office of Contractual Review

[Signature]
DEC 29 2008

THUS DONE AND SIGNED, this _____ day of December, 2008, at Baton Rouge, Louisiana.

DIRECTOR

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

[Signature]
Witness Signature
Kay Miller
Print Name

By: [Signature]
Dr. John V. Lombardi, President
Louisiana State University System

[Signature]
Witness Signature
LAUREN THOMAS
Print Name:

APPROVED

PARISH ATTORNEY GENERAL

EXHIBIT A**Project Budget**

STATE EXPENDITURES

Initial Build Out at LSU Facility	\$ 505,000.00	
Use Fees EA's Operations years 1 through 3	340,000.00	
Construction and Equipment at t/b/d/ LSU Digital Media Facility	1,000,000.00	
Use Fees EA's Operations years 4 through 10	<u>3,255,000.00</u>	
Total State Expenditures		<u>5,100,000.00</u>

CITY-PARISH EXPENDITURES

Initial build Out at LSU Facility	<u>\$75,000.00</u>	
Total City-Parish Expenditures		<u>\$75,000.00</u>

TOTAL PROJECT BUDGET		<u>\$5,175,000.00</u>
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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Agreement**") is entered into effective as of the 1st day of February, 2013 (the "**Effective Date**"), by and between

LOUISIANA STATE UNIVERSITY SYSTEM RESEARCH AND TECHNOLOGY FOUNDATION, a Louisiana nonprofit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, appearing herein through and represented by Arthur R. Cooper, its duly authorized Chief Executive Officer appointed by its Board of Directors (hereinafter referred to as the "**Foundation**"),

and

ELECTRONIC ARTS INC., a Delaware corporation, TIN 94-2838567, appearing herein through and represented by Curt Wilhelm, Vice President, Corp. Services & Facilities, Electronic Arts, Inc. (hereinafter referred to as "**EA**").

RECITALS

WHEREAS, EA is engaged in the business of testing interactive digital games;

WHEREAS, the Foundation desires to lease to EA, and EA desires to lease from the Foundation, certain space in the Louisiana Digital Media Facility, a digital media building located on East Parker Boulevard, LSU Campus, in Baton Rouge, Louisiana (the "**LDMF**");

WHEREAS, EA and Louisiana Department of Economic Development ("**LED**") have entered into a Cooperative Endeavor Agreement dated August 20, 2008 ("**CEA**") which provides that the State of Louisiana will provide certain incentives to encourage the location of EA in Baton Rouge;

WHEREAS, the parties agree and acknowledge that their intent is that this Agreement is entered into contingent upon and in connection with the modification of the CEA with the State of Louisiana and LED, to provide for, among other things, continuing financial incentives to be provided for EA in connection with EA's occupation of the Premises (as defined below) and full payment of all Rent, utilities and other support hereunder on behalf of EA. The continuation of the benefits to EA contained in the CEA are significant inducements for EA entering into this Agreement;

WHEREAS, the parties agree that this Agreement shall not become effective until EA has terminated the Participation and Use Agreement between EA and the Board of Supervisors of LSU & Agricultural and Mechanical College, and amended the CEA to incorporate this Agreement as a replacement Exhibit to the CEA;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties agree as follows:



1. **PREMISES**

THE FOUNDATION HEREBY LEASES TO EA THE PREMISES CONTAINING A TOTAL GROSS TENANT AREA OF 28,253 SQUARE FEET OF OFFICE SPACE, INCLUDING THE ENTIRE THIRD FLOOR OF THE LOUISIANA DIGITAL MEDIA CENTER DESCRIBED MORE FULLY ON EXHIBIT "A" ATTACHED HERETO (THE "PREMISES").

2. **SERVICES**

The Foundation hereby also agrees to provide EA the following services:

- (a) The Foundation shall provide EA access to, and use of, any common areas related to the Premises (herein "**Common Areas**").
- (b) The Foundation shall provide EA, at EA's expense and at EA's request, access to local and long distance telecommunication services, which charges shall be established by the Foundation and billed to EA. Such charges shall be at standard rates charged to all Foundation tenants.
- (c) The Foundation shall provide EA with reasonably adequate parking for EA's staff, contractors and invitees to the Premises at no additional cost to EA in the 450 space parking lot adjacent to the Premises. Landlord shall exercise commercially reasonable efforts to ensure that such spaces are EA at all hours including after hours, however during LSU home football games and other large events on the LSU Campus, Landlord will provide EA with notice of the event and work with EA to provide parking and or transportation to EA's staff to allow them access to the Premises
- (d) The Foundation shall provide EA, at EA's expense and at EA's request, reasonable use of a facsimile machine, word processing equipment, and secretarial support and EA shall pay all charges for such use as established by the Foundation.
- (e) The Foundation will allow EA to use furniture, fixtures and equipment when available at no additional cost.
- (f) The Foundation shall provide EA with routine janitorial service (as described in Exhibit "B" hereto) at the Foundation's cost. Extraordinary cleaning or janitorial services may be provided by the Foundation, in its sole discretion, at EA's expense and at an agreed upon price, which shall not exceed \$ 16.50 per hour during the first year of this agreement with an annual increase on no more than 5% per year each year thereafter.
- (g) The Foundation shall provide EA with utilities as set forth in Section 27 of this Agreement at the Foundation's cost.

3. **RENT AND OTHER CHARGES**

EA shall pay the Foundation the following rent and other charges:

- (a) **RENT:**
- (i) EA or the Louisiana Department of Economic Development (the "LED") shall pay the Foundation monthly rent in the amount of \$38,750.00 (the "Rent"). Except as set forth hereinbelow, the Rent shall be due and payable in advance on the first day of each calendar month at the Foundation's address designated in Section 23 (or such other address as the Foundation may designate in accordance with the provisions of Section 23) (each a "Monthly Rent Installment"). The Monthly Rent Installment shall be in payment of all services provided by the Foundation to EA except use of those items set forth in Section 2(c) above, extraordinary cleaning or janitorial services, extraordinary utility costs, internet, phone charges, and other telecommunication services and equipment, and any other amounts charged pursuant to Section 3(c) hereof, all of which shall be the responsibility of EA. EA shall have no obligation for payment of maintenance and area costs, operating expenses, taxes, insurance or any other costs except as expressly set forth this Agreement.
 - (ii) Notwithstanding anything to the contrary contained herein, payment of the Monthly Rent Installment by the LED shall be considered payment by EA. In the event that the Foundation has not received the Monthly Rent Installment from LED, or another Louisiana state agency on EA's behalf, the Foundation shall provide EA with written notice of such failure to pay. EA shall then have forty-five (45) days from the date it receives such notice either to pay the Monthly Rent Installment or to vacate the Premises, in which case no unpaid Rent shall be due from EA to the Foundation and the Foundation shall look to LED for payment of any unpaid Rent.
- (b) **TELECOMMUNICATION CHARGES:** EA shall pay for telecommunication services and equipment at rates established by the Foundation or by outside providers that EA contracts with directly and outside of this Agreement.
- (c) **OTHER SERVICE CHARGES:** Charges for other services as referenced herein, and which have been specifically requested by EA, shall be paid by EA to the Foundation upon receipt of invoices for same. Such service charges owed to the Foundation over forty-five (45) days past due shall constitute a default under this Agreement; and
- (d) **NSF CHARGES:** A \$75 NSF Fee will be assessed to EA for any checks payable to the Foundation returned unpaid for any reason.

4. **TERM**

The term of this Agreement is seventy-one (71) months, commencing February 1, 2013 and ending December 31, 2018 (the "Term"), unless extended as set forth herein. Any changes to the Term of this Agreement must be agreed to in writing by both parties.

5. **RENEWAL**

EA may renew this Agreement at EA's sole option for a period of five (5) years on the same terms and conditions as set forth herein. If EA desires to renew this Agreement for a term of five (5) years, it must provide the Foundation with a written request, at least thirty (30) days prior to the expiration of the original Term of this Agreement, which renewal is conditioned upon payment by EA of all sums then due and owing by EA to the Foundation pursuant to this Agreement or otherwise. The Monthly Rent Installment for any additional term shall be determined on the basis of \$18.00 per square foot.

6. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon an event of default of the other and expiration of the applicable cure period as set forth herein without the cure of the default having been accomplished.

In addition to any other right of EA to terminate this Agreement, this Agreement may be terminated by EA upon thirty (30) days prior written notice to the Foundation for no reason or for any reason whatsoever.

If this Agreement is terminated for any reason, the Foundation shall be entitled to recover from EA or LED all sums due by EA to the Foundation up to and including the date of actual surrender of the Premises to the Foundation.

7. **CARE AND USE OF FACILITIES**

EA shall occupy and use the Premises only for general office use, and for such other uses as are reasonably associated with or necessary for the conduct of EA's business therein, including, specifically and without limitations, the operation of the WW QA North American Test Center related to EA's interactive digital games (herein "EA's Use") and for no other purpose. During the Term of this Agreement, the Foundation shall not permit occupancy or use of the Premises or any other part of the LDMF by any person or entity, other than EA, that is engaged in the production of video or digital games and any directly related business without EA's prior written consent thereto.

Subject to EA's right to use and occupy the Premises for EA's Use, EA shall not permit any conduct or condition which may endanger, materially disturb or otherwise unreasonably interfere with the normal operations of any other LDMF occupant or with the management of the LDMF. The Foundation shall not permit any conduct or condition arising out of occupancy by any other LDMF occupant which endangers, materially disturbs or otherwise unreasonably interferes with EA's use of the Premises and its normal operations therein. EA may use all

Common Areas only for their intended purposes. The Foundation shall have exclusive control of all Common Areas at all times.

EA shall comply with all health, safety, environmental and other ordinances and laws now existing or to be enacted, and the rules and regulations established or to be established by the Foundation. EA shall maintain and keep the Premises in a neat, clean and orderly condition, as a prudent administrator, during the Term of this Agreement, or any extension thereof, and shall not cause damage to or defacement of same. At the termination of this Agreement, whether by expiration or termination, EA shall, without further notice, deliver to the Foundation management at the address set forth in Section 23 all of the keys to the Premises, all of the parking access cards and permits issued to EA, and all of the furniture and fixtures assigned to EA; deliver possession of the Premises and appurtenances to the Foundation; and clean the Premises such that it is free from trash and in the original condition as received (save and except any alterations, additions and improvements consented to in writing by the Foundation as provided herein), reasonable wear and tear accepted. EA shall not cause an increase in the fire or hazard insurance premiums by EA's use of the Premises. EA shall not conduct any unlawful trade, occupation, or operation in the Premises or in the LDMF.

8. ALTERATIONS OR IMPROVEMENTS

The Foundation is providing hereunder a newly constructed tenant space making up the Premises, including all furnishings, fixtures and equipment in accordance with the plan attached hereto and made a part hereof. EA shall pay only for those items that shall be owned by EA, including internal signage and logos, access and CCTV systems for the Premises, audio-visual and other equipment not provided by the Foundation in the new construction, and all EA IT owned equipment, including servers, switches and related equipment. EA shall install and own the access system on the third floor which shall be separate from the Foundation's building access system. EA's access system shall have the ability to open the main building entrance door on the first floor. EA shall also install and own a CCTV system on the third floor to monitor the Premises. EA shall not make or allow to be made any alterations, modifications or improvements, other than minor cosmetic changes such as painting and floor coverings, in and to the Premises or the LDMF without first obtaining the written consent of the Foundation which consent shall not be unreasonably withheld. Such consent shall be obtained from the Chief Executive Officer of the Foundation. Any and all such other alterations, modifications, or improvements made by or through EA shall become the property of the Foundation and shall be surrendered to the Foundation at the termination or expiration of this Agreement or any extensions or renewals thereof without compensation. Any such alterations, modifications or improvements shall not impair the safety or the appearance of the Premises or the LDMF and shall be made according to all applicable laws, ordinances, regulations and policies, including but not limited to those of the Foundation and LSU. At the termination of this Agreement, if the Foundation directs by written notice to EA, EA, at its sole expense, shall promptly remove any additions from the Premises and/or restore to the Premises any modifications or improvements designated by the Foundation and repair any damage caused by such removal and restore the Premises to its original condition.

Notwithstanding the foregoing, EA shall have the right to erect, maintain and operate on the roof of the LDMF certain antenna and satellite communications facilities for its own use,

including without limitation utility lines, transmission lines, electronic equipment, transmitting and receiving antennas, and other supporting equipment and structures thereto (the "Communications Facilities"). In connection therewith, EA shall have the right to perform all work necessary to prepare, maintain and alter the Communications Facilities for EA's business operations and to install transmission lines in connection with the Communications Facilities. The Foundation reserves the right to observe the erection, maintenance and installation of the Communications Facilities, and reserves the right to approve the connection details to the existing roof or building structure. The Foundation shall not be responsible to EA, and EA holds the Foundation harmless, with respect to any interference by other antenna or rooftop structures either now existing or to be erected in the future. Title to the Communications Facilities shall be held by EA, and all of the Communications Facilities shall remain EA's personal property and are not fixtures. EA has the right to remove all Communications Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, however, that EA shall repair to the Foundation's reasonable satisfaction any damage to the LDMF caused by such removal and restore the LDMF to its original condition.

EA agrees to pay promptly all sums allegedly due and payable for any work, labor or services performed or materials supplied to the Premises and to have canceled immediately, by posting bond or otherwise, any lien or encumbrance placed on the property of the Foundation as a result of any work authorized or allowed by EA. EA shall indemnify and hold the Foundation harmless from any and all claims, liens, or costs (including attorney's fees), which arise from any work authorized or allowed by EA.

9. SIGNS

The general design, location, size and nature of EA's signage (the "Signage Plan"), has been approved by EA, the Foundation and the LSU System and is attached to this Agreement as Exhibit "C" and made a part hereof. The Signage Plan specifies which interior signage shall be furnished and maintained by the Foundation at its expense, and which signage shall be furnished and maintained by EA at its expense. Except for EA's Signage as described and included within the Signage Plan, EA shall not place any signs in or on the Premises or the LDMF other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. EA shall remove its signs at the termination of this Agreement, shall repair any resulting damage, and shall restore the Premises and the LDMF to their condition existing prior to the installation of EA's signs. EA shall not otherwise mark, paint, drill into or in anyway alter the windows, doors, walls, ceiling, partitions or floors of the Premises or the LDMF other than as allowed by Section 8 above, without the prior written consent of the Foundation.

10. MAINTENANCE

The Foundation shall maintain the LDMF, including the Premises, the Common Areas, the building systems and any other improvements owned by the Foundation located in the LDMF or on the Common Areas in good order and repair at all times. If EA becomes aware of any condition that is the Foundation's responsibility to repair, EA shall promptly notify the Foundation in writing of the condition. The Foundation shall not be obliged to make any repairs caused by the fault, negligence, acts or omissions of EA or those of EA's agents, directors,

officers, employees, or visitors, and the Foundation shall not be liable for any damages caused thereby, and any such repairs shall be made at the sole expense of EA.

EA shall keep the Premises in a neat and orderly condition. Except for those alterations, repairs and replacements occasioned by normal wear and tear (which shall be the responsibility of the Foundation), or unless caused by the negligence or willful misconduct of the Foundation, alterations, repairs and replacements to the Premises, the LDMF or the Common Areas, made necessary because of: (i) any EA alterations, modifications or improvements made in accordance with the terms of this Agreement; (2) any use or circumstances special or particular to EA; or (iii) any act or omission of EA or its directors, officers, employees or visitors, shall be made at the sole expense of EA.

11. INSURANCE

EA shall, during the entire term hereof, keep in full force and effect a policy or policies of commercial general liability, property damage, and fire insurance, acceptable to the Foundation, with respect to the Premises, and the business and operations of EA in or about the Premises and the LDMF, with combined single limits of commercial general liability of not less than two million (\$2,000,000.00) dollars per occurrence and five million (\$5,000,000.00) dollars general aggregate issued by a solvent insurance company acceptable to the Foundation, authorized to do business in the State of Louisiana, and bearing a rating of A+:XV. The Foundation shall be named as an additional insured on said policies and will be provided a 30 day notification of any policy cancellations, nonpayment of premiums, or policy alterations by the insurance company.

EA shall carry an Employer's Liability and Worker's Compensation Liability Insurance policy for full coverage and protection against liability to employees.

Prior to the commencement of this Agreement, and at any other time demanded by the Foundation, EA shall furnish certificates of all insurance policies required pursuant to this Agreement, which policies shall be issued to EA and/or the Foundation as their interests may appear, together with a certification to the Foundation that all such insurance is in force and will not be canceled or otherwise changed or modified during the term of this Agreement or any extension and/or renewal thereof without notifying the Foundation in writing thirty (30) days in advance of such contemplated cancellation or modification.

Any insurance carried by the Foundation shall be in addition to that required to be carried by EA and in the event of dual coverage, the Foundation's insurance shall be considered as excess coverage.

In addition to the insurance coverage to be provided by EA for the benefit of the Foundation pursuant to this Section 11, the Foundation shall maintain insurance through the Office of Risk Management against loss or damage to the Premises and the LDMF with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Premises and the LDMF subject to a commercially reasonable deductible not less than \$1,000.00 (excluding coverage of EA's personal property and any alterations by EA), for damage to property arising out of any one

occurrence. The Foundation further agrees to carry, or cause to be carried, during the Term, insurance for fire, extended coverage, vandalism and malicious mischief, insuring the improvements located within the Premises, for the full insurable replacement value thereof. The Foundation also agrees to carry, or cause to be carried, during the Term hereof, workmen's compensation insurance and public liability insurance on the Premises, providing coverage of not less than \$1,000,000 combined single limit with a \$4,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy), for bodily injury, personal injury or death. Either EA or the Foundation shall be entitled to make reasonable requests of the other party to furnish certificates of all insurance policies required pursuant to this Agreement, which certificates shall be provided within a reasonable amount of time following such limited and reasonable requests. Notwithstanding anything to the contrary set forth herein, provision of insurance by the Office of Risk Management, is deemed to comply with the Foundation's requirements in this Section 11.

12. LIABILITY AND INDEMNITY

Except to the extent caused by or contributed to by the negligence or willful misconduct of the Foundation or its board members, officers, or employees (herein "**Foundation Indemnitees**"), EA will protect, indemnify and hold harmless the Foundation Indemnitees from and against any and all claims, actions, damages, liability and expense (including fees to attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property in or about the Premises or the LDMF to the extent caused by the negligence or fault of EA or its officers, directors, or employees. In case any action or proceeding is brought against the Foundation Indemnitees by reason of the foregoing, EA, at its expense, shall resist and defend such action or proceeding, or cause the same to be resisted and defended by counsel (reasonably acceptable to the Foundation Indemnitees) designated by the insurer whose policy covers such occurrence or by counsel designated by EA and approved by the Foundation Indemnitees. EA's obligations pursuant to this subsection shall survive the expiration or termination of this Agreement.

Except to the extent caused by or contributed to by the negligence or willful misconduct of EA or its officers, directors or employees (herein "**EA Indemnitees**"), and to the extent allowed by law, the Foundation will protect, indemnify and hold harmless the EA Indemnitees from and against any and all claims, actions, damages, liability, and expense (including fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property caused to any person in or about the Premises or the LDMF to the extent occasioned by the negligence or fault of the Foundation or its board members, officers or employees. In case any action or proceeding is brought against the EA Indemnitees by reason of the foregoing, the Foundation, at its expense and to the extent allowed by law, shall resist and defend such action or proceeding, or cause the same to be resisted and defended by counsel (reasonably acceptable to the EA Indemnitees) designated by the insurer whose policy covers such occurrence or by counsel designated by the Foundation and approved by the EA Indemnitees. The Foundation's obligations pursuant to this subsection shall survive the expiration or termination of this Agreement.

13. SUCCESS OR FAILURE OF EA'S BUSINESS

EA specifically recognizes and acknowledges that the business venture to be undertaken by EA depends upon the ability of EA as an independent business person, as well as other factors, such as market and economic conditions, all of which are beyond the control of the Foundation. EA acknowledges that success or failure of EA's business enterprise will be dependent on the business acumen and diligence of EA. EA agrees that success or failure of EA's business will not depend on the Foundation's performance under this Agreement or any other agreement with the Foundation, and the Foundation makes no representations or warranties as to the growth or success of EA's business. The Foundation shall have no liability to EA whatsoever for the success or failure of EA's business including but not limited to any consequential or incidental damages to EA or to any other person or entity.

14. SUBLEASE, ASSIGNMENT or TRANSFER BY EA

EA shall not enter into nor permit any sublease, assignment or transfer (herein "Transfer") of this Agreement or any rights hereunder voluntarily or by operation of law, without the prior consent of the Foundation, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation, EA agrees that the Foundation's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of the LDMF or the Foundation, (ii) the business or business reputation of the proposed transferee is unacceptable to the Foundation, in its commercially reasonable discretion, or (iii) EA is in default, beyond any applicable cure period, under this Agreement, or any act or omission by EA shall have occurred, which, with the giving of notice and/or the passage of time, would constitute a default. Consent to one Transfer shall not be deemed to be consent to any subsequent Transfer. In no event shall any Transfer relieve EA from any obligation under this Agreement. The Foundation's acceptance of fees from any person shall not be deemed to be a waiver by the Foundation of any provision of this Agreement or to be consent to any transfer. Any Transfer not in conformity with this Section 14 shall be void at the option of the Foundation.

In connection with any request by EA for the Foundation's consent to a Transfer, EA shall provide the Foundation, at least fifteen (15) days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information the Foundation reasonably requests. Immediately following the Foundation approving any Transfer, EA shall deliver to the Foundation an assumption agreement reasonably acceptable to the Foundation executed by EA and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of EA under this Agreement. EA agrees to reimburse the Foundation for reasonable administrative and attorney's fees (not to exceed \$1,000) in connection with the processing and documentation of any Transfer for which the Foundation's consent is requested.

Notwithstanding any provision herein to the contrary, the Foundation's consent shall not be required for any Transfer by EA to an Affiliate provided that (i) EA provides the Foundation notice of the Transfer at least fifteen (15) days prior to the effective date thereof, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate, and (ii) EA delivers to the Foundation an assumption agreement reasonably acceptable to the Foundation executed by EA and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of EA under this Agreement. For

purposes of this Agreement, "Affiliate" shall be defined to mean a company or other person controlling, controlled by, or under common control with, EA, where "control" shall mean the direct or indirect control by ownership or otherwise of more than fifty percent (50%) of the outstanding voting shares, ownership or voting rights, or other similar measure of control.

Notwithstanding any provision herein, no prior consent from or notice to the Foundation shall be required for any Transfer by EA pursuant to a merger, by operation of law or otherwise.

15. **DEFAULT**

The occurrence of any of the following at any time after the commencement of the Term of this Agreement shall be an event of default under this Agreement:

- (a) Subject to EA's right of termination of this Agreement upon providing the Foundation written notice of same, as provided in Section 6 hereof, should EA abandon or discontinue the use of the Premises for the purposes stated herein, or should EA fail to pay any one of the Monthly Rent Installments timely or to make any other payments required by this Agreement, except as otherwise set forth herein;
- (b) In the event of the failure of LED or any other Louisiana state agency to make payments under Section 3(a), the failure of EA to either pay Rent or to vacate the Premises within forty-five (45) days of receiving written notice from the Foundation of such LED's failure;
- (c) Should either party become insolvent, fail to pay any debt when due, file a voluntary petition for relief under or pursuant to any Chapter within Title 11 United States Code, in or with any court of the United States, or should proceedings be instituted or a petition filed against either party looking to the appointment of a receiver or syndic or seeking an order for relief pursuant to 11 USC Section 303, to place either party in involuntary bankruptcy;
- (d) Should either party make an assignment for the benefit of creditors;
- (e) Should either party suffer its interest in this Agreement or any portion of the Premises or the LDMF to be seized, attached or otherwise taken or encumbered under any writ, claim or lien;
- (f) Should destruction, damage or defacement occur to the Premises, the LDMF or any other property of one of the parties hereto by the actions, omissions or fault of the other party hereunder;
- (g) Should either party fail to cure promptly any hazardous condition that has occurred or is reasonably likely to occur which that party has created or allowed after fifteen (15) days written notice from the other party; or
- (h) Should either party breach any of its obligations to the other pursuant to this Agreement or otherwise, or fail to comply with any of the other terms, provisions, covenants of stipulations of this Agreement.

Upon the occurrence of any of the above described defaults, the non-defaulting party may give notice of such occurrence in writing to the other party at the address set forth in Section 23 hereof. If the default shall not be cured within thirty (30) days of receipt of such notice (except as to Section 15(f) which provides for a fifteen (15) day notice), the non-defaulting party may, at its sole option, at any time thereafter:

(a) Declare and make, by written notice of to the defaulting party, all sums due under this Agreement or any part of the unpaid sums immediately due and payable, or proceed one or more times for past due Monthly Rent Installments without prejudicing the non-defaulting party's rights to proceed later for any sums for the unexpired term; and

(b) Terminate this Agreement by written notice to the defaulting party, collect fees accrued to the date of surrender of the Premises, provided that no such termination of this Agreement shall relieve the defaulting party of its liability and obligations under this Agreement incurred prior to such termination, and, if the non-defaulting party is the Foundation, reenter and relet the Premises; and

(c) Recover from the defaulting party all unpaid sums due under this Agreement, as well as any additional sums provided for by law, including attorney's fees or as otherwise provided in this Agreement, to the extent allowed by law, for which the defaulting party is liable or for which the defaulting party has agreed to indemnify the other party under the provisions of this Agreement; and

(d) Exercise any other right or remedy provided to the non-defaulting party by law and/or pursuant to this Agreement, including, but not limited to, an action for specific performance of the terms of this Agreement and/or a claim for recovery of damages suffered by the non-defaulting party as a result of the default by the other party.

Either party shall have the right to sue for accrued fees in the same proceeding with any other demand it is entitled to make. Any default or delinquency on the part of one party or any failure of the other party to exercise any option above given the non-defaulting party or the exercise by the non-defaulting party of the right to sue for any accrued fees, shall not bar or abridge the right of the non-defaulting party to exercise any of said options upon any subsequent delinquency or default or to insist thereafter upon a strict compliance with said provisions, and nothing herein shall impair any other or additional right or remedy not in conflict with the foregoing provisions which the non-defaulting party may have by law or in equity.

In addition, as provided herein, the non-defaulting party shall have the right, at its sole option, to correct any default by the defaulting party and charge the defaulting party for any and all reasonable costs incurred by the non-defaulting party relative to same; and the defaulting party agrees to reimburse the non-defaulting party for such charges, including, to the extent allowed by law, its attorney's fees, within ten (10) days from receipt of written demand from the non-defaulting party.

16. SURRENDER OF PREMISES BACK TO THE FOUNDATION

Should the Agreement be declared terminated or upon expiration of its Term, EA shall surrender the Premises to the Foundation immediately, hereby waiving any notice of eviction

therefrom. If the Foundation terminates this Agreement, as provided above, the Foundation may assign the Premises to another at its discretion or make any use of the Premises as the Foundation so desires.

17. END OF TERM

EA shall surrender the facilities at the end of this Agreement in good order and condition except for reasonable wear and tear.

18. HOLDING OVER

Should EA hold over after the Term of this Agreement expires, with the Foundation's written approval, this Agreement shall continue on a month-to-month basis for a Monthly Rent Installment of one hundred twenty five percent of the prior month's Monthly Rental Installment, and for payment by EA of all other fees and charges set forth herein, and upon all of terms and conditions specified in this Agreement.

19. RELATIONSHIP OF THE FOUNDATION AND EA

Neither party hereto shall use any trademark, service mark, trade name or other indicia of the other party, nor shall either party hold itself out as having any business affiliation with the other party without having specific written agreement from the other party and upon cause shall issue public disclaimers to that effect. It is not the intent of this Agreement that either party shall gain any advantage for soliciting and selling any goods or services to employees, students, customers, or agents of the other party. Each party is specifically prohibited from direct solicitation and sale of the other party's owned or leased property. This Agreement does not create a partnership, joint venture or any other implied or inadvertent relationship between the parties.

20. WAIVER

No waiver by either party or its successors or assigns, of any breach of any of the obligations or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other obligation or condition of this Agreement.

21. DONATION, ASSIGNMENT OR TRANSFER BY THE FOUNDATION

Subject to this Agreement, the Foundation may donate, assign or transfer the Premises, the LDMF or this Agreement to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), or to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to LSU, without prior consent from or notice to EA. In the event of such donation, assignment or transfer by the Foundation to LSU, all of the provisions of this Agreement as to the rights and obligations of the Foundation shall thereupon apply to LSU, or such other non-profit corporation or entity and the Foundation shall thereupon be divested of all rights and be released from all obligations to EA hereunder occurring thereafter, but none of EA's rights hereunder shall be terminated or modified by any such donation, assignment or transfer.

22. **RIGHT OF ENTRY AND INSPECTION**

EA shall permit the Foundation and its agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency) to inspect, maintain, or make alterations to the Premises or the LDMF, to exhibit the Premises or the LDMF for the purpose of sale or financing, and, during the last twelve (12) months of the Term, to exhibit the Premises or the LDMF to any prospective tenant. Provided however, the Foundation shall not bypass the EA access system more specifically described under Section 8 hereof in entering the Premises, but will check in at the EA Security Desk and follow all EA access procedures except in case of an emergency. The Foundation will make reasonable efforts not to inconvenience EA in exercising such rights and shall respect and keep confidential EA's proprietary and confidential information that may be revealed to the Foundation in connection therewith. The Foundation reserves and shall have the right and power to prescribe weight limits and position of objects located within the Premises or the LDMF in order to distribute the weight properly so that no damage is done from overloading.

23. **NOTICES**

All notices or other communications to the Foundation and EA shall be sent registered or certified mail or hand delivered to each party's address as follows:

The Foundation:	Louisiana State University System Research & Technology Foundation Attention: Chief Executive Officer 101 Louisiana Emerging Technology Center East Parker Boulevard LSU Campus Baton Rouge, Louisiana 70803
EA:	Electronic Arts, Inc. Attention: Steve Berry, Sr. Manager, Facilities, Electronic Arts-Tiburon Louisiana Business and Technology Center Louisiana State University South Stadium Drive Baton Rouge, Louisiana 70803
With a copy to:	Curt Wilhelm 209 Redwood Shores Parkway Redwood City, CA 94065
With a copy to:	Russell Evans 209 Redwood Shores Parkway Redwood City, CA 94065

Notice to the above addresses shall be sufficient for any reason unless a change of address has been sent by certified mail. All matters which must be approved by the Foundation

and all items which must be delivered to the Foundation shall be processed through the Foundation's Chief Executive Officer, who shall be the Foundation's Coordinator of this project.

24. **QUIET ENJOYMENT**

The Foundation covenants that EA, upon performing all of its covenants, agreements and conditions of this Agreement, shall have quiet and peaceful occupation of the Premises as against anyone claiming by or through the Foundation, subject, however, to the terms of this Agreement.

25. **COMPLIANCE WITH LAWS/BUILDING RULES AND REGULATIONS**

EA will, at its expense, promptly comply with all laws now or subsequently adopted pertaining to the Premises, the LDMF, parking areas for the LDMF or EA's Use, but it is expressly understood that the Foundation has constructed the Premises and the LDMF to be in compliance with ADA requirements for EA's Use. Unless the cost thereof is paid by EA, neither EA nor its agents shall use the Premises in any manner that under any law or regulation would require the Foundation to make any alteration to or in the LDMF or Common Areas. Without limiting the foregoing, EA shall not change EA's Use in any manner that would cause the Premises or the LDMF to be deemed a "place of public accommodation" under the ADA if such change in EA's Use would require any such alteration. EA will comply, and will cause its agents to comply, with the LDMF Rules and Regulations set forth on Exhibit "D" attached hereto. EA acknowledges that the Foundation may from time to time reasonably amend, delete or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises and the Building, and the comfort, quiet and convenience of occupants of the Building. Modifications or additions to the Rules and Regulations will be effective upon notice to EA from the Foundation.

26. **CONDEMNATION/TAKING**

If (a) all of the Premises is the subject of a condemnation or taking ("Taken"), or (b) any part of the Premises is Taken, but the remainder is insufficient for the reasonable operation of EA's business, or (c) any part of the Premises is Taken, but it would be impractical or the condemnation proceeds are insufficient to restore the remainder for the reasonable operation of EA's business, then this Agreement shall terminate as of the date the condemning authority takes possession. If this Agreement is not terminated, the Foundation shall restore the LDMF and the Premises to a condition as near as reasonably possible to the condition prior to such taking, the Monthly Rental Installments and all other fees to be paid by EA hereunder shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this Agreement shall be amended appropriately. All condemnation awards and similar payments shall be paid and belong to the Foundation, except any amounts awarded or paid specifically to EA for removal and reinstallation of EA's trade fixtures, personal property or EA's moving costs, or for EA's business damages.

27. **UTILITIES AND OTHER SERVICES**

Notwithstanding any provision in this Agreement to the contrary, the Foundation shall furnish utility services for EA's use of the Premises 24 hours per day, 7 days per week, which

shall include, but not limited to: (i) electricity; (ii) chilled water/HVAC; (iii) trash removal and janitorial services pursuant to the cleaning schedule and specifications attached as Exhibit "B;" (iv) water; (v) elevator service; and (vi) such other services as reasonably appropriate or necessary.

28. **DAMAGE BY FIRE OR OTHER CASUALTY**

If the Premises is made wholly or substantially untenable by fire or other casualty, or if EA's use and occupancy of the Premises are wholly or substantially interfered with due to damage to the Common Areas, then either the Foundation or EA may, by notice to the other party within sixty (60) days after the casualty or damage, terminate this Agreement. Such termination shall become effective as of the date of such casualty or damage.

If the Premises is made substantially or wholly untenable by fire or other casualty and this Agreement is not terminated as provided above, the Foundation shall restore the Premises to the condition it was in on the Effective Date of this Agreement, not including any personal property of EA or alterations performed by EA. If the Foundation does not terminate this Agreement as provided above, and the Foundation fails within one hundred eighty (180) days from the date of such casualty to restore the Premises as required hereinabove, EA may terminate this Agreement upon notice to the Foundation delivered within thirty (30) days after the expiration of the aforesaid one hundred eighty (180) day period.

In the event of termination of this Agreement pursuant to this Section 28, the Monthly Rental Installment for the month at issue shall be prorated on a per diem basis and paid to the date of the casualty. If the Premises is untenable and this Agreement is not terminated, the Monthly Rental Installment for the month(s) at issue shall abate on a per diem basis from the date of the casualty until the Premises is ready for occupancy by EA. If part of the Premises is untenable, the Monthly Rental Installment for the month(s) at issue shall be prorated on a per diem basis and apportioned in accordance with the part of the Premises which is usable by EA until the damaged part is ready for EA's occupancy. Notwithstanding the foregoing, if any damage was proximately caused by an act or omission of EA or its agents, then in such event, EA agrees that the Monthly Rental Installment for the month(s) at issue shall not abate or be diminished during the Term of this Agreement.

29. **IMPROVEMENTS**

As of the date of EA's execution of this Agreement, EA has examined and knows the present condition of the Premises, the LDMF, the zoning, streets, sidewalks, parking areas, curbs and access ways adjoining it, and visible easements, and EA accepts them in the condition in which they now are, without relying on any representation, covenant or warranty by the Foundation, except as may be expressly set forth herein. EA and its agents shall have the right, at EA's and any such agent's own risk, expense and responsibility, at all reasonable times prior to the Effective Date hereof, to enter the Premises for purpose of taking measurements and installing its furnishings and equipment, but only as otherwise allowed by this Agreement provided that (i) EA does not unreasonably interfere with or delay the work to be performed by the Foundation, (ii) EA uses contractors and workers previously approved by the Foundation as

provided below, and (iii) EA obtains the Foundation's prior written consent or oral consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed).

30. CAPTIONS

The captions in this Agreement are for convenience only, are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms of this Agreement.

31. MISCELLANEOUS

This Agreement shall not be modified in any manner except by an instrument in writing signed by or on behalf of the parties hereto and no agreement or representation, verbal or otherwise, made by the Foundation or EA, shall be binding on either party unless incorporated in this Agreement. The covenants, warranties and obligations contained herein shall inure to the benefit of and be binding upon the heirs, administrators and assigns of the respective parties. The obligations of all persons or entities referred to herein as EA shall be in solido. This Agreement shall be interpreted under the laws of the State of Louisiana. If any revision of this Agreement shall be invalid, the remainder of this Agreement shall not be affected thereby. This Agreement supercedes and replaces all prior agreements between the parties whether written or oral.

This Agreement is contingent upon the modification of the CEA with the State of Louisiana and LED to provide for, among other things, continuing financial incentives to be provided for EA in connection with EA's occupation of the Premises and full payment of all Rent, utilities and other support hereunder by LED on behalf of EA. The continuation of the benefits to EA contained in the CEA are significant inducements for EA entering into this Agreement. This Agreement shall also not become effective until EA has terminated the Participation and Use Agreement between EA and the Board of Supervisors of LSU & Agricultural and Mechanical College and the modification of the CEA has incorporated this Agreement as a replacement exhibit to the CEA.

[The remainder of this page is intentionally left blank.]

THUS DONE, READ AND SIGNED in duplicate originals, on the date first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hercunder.

WITNESSES:

Allyssa Witty
[Signature]

THE FOUNDATION:

By: [Signature]
Arthur R. Cooper
Chief Executive Officer
Louisiana State University
Research & Technology Foundation

Date: 2/4/2013

WITNESSES:

Juan P. Powell
[Signature]

EA:
By: [Signature]
Curt Wilhelm
Vice President, Corp. Services & Facilities
Electronic Arts, Inc.

Date: 2/5/2013

CONSENTED TO/APPROVED
PURSUANT TO LA. R.S. 17:3365:

WITNESSES:

LSU:

By: _____
[insert name]
[insert title]
Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College
Date: _____

[Signature Page for Agreement]

A

The following documents are exhibits to this Agreement:

- Exhibit "A" The Premises
- Exhibit "B" Janitorial Service
- Exhibit "C" Signage Plan
- Exhibit "D" LDMF Rules and Regulations

EXHIBIT "A"
The Premises

EA's lease space includes the entire third floor of the Louisiana Digital Media Center for a total gross tenant area of 28,253 square feet.

Space is designated according to the floor plan attached, along with any revision made after 9/7/2012.

EXHIBIT "B"
Janitorial Service

LSU Research & Technology Foundation Janitorial Service

The LSU Research & Technology Foundation (LSURTF) will provide for basic tenant janitorial services. This service includes daily emptying of trash cans in each unit, vacuuming of carpet, and cleaning of the kitchen, break rooms, restrooms and common areas. It also includes twice monthly polishing of hard floor and tiled areas and annual steam cleaning of carpet.

The regular janitorial staff is on site from 9:00 am – 2:30 pm daily, Monday-Friday. They can also be contacted during these hours to address specific needs during these hours. For those activities that could be disruptive to EA staff, such as vacuuming and floor polishing, the janitorial staff will try to accomplish them during "off hours" in the evening or at a time that is convenient to EA.

EXHIBIT "C"
SIGNAGE PLAN

Signage plan to be attached prior to February 1, 2013 Effective Date.

EXHIBIT D
RULES AND REGULATIONS

- A. The plumbing facilities shall not be used for any other purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by TENANT who shall, or whose employees, agents and invitees shall, have caused it.
- B. Except as to TENANT's customary improvements, TENANT shall not deface wall, ceilings, glass, partitions, floors, doors, wood, paint, stone or metal work of the Premises or the Building by marking, nailing, drilling or otherwise defacing.
- C. TENANT shall not use, keep or permit to be used or kept, any foul or obnoxious gas or substance in the Premises or permit or suffer the Premises to be used or occupied in any manner offensive or objectionable to LANDLORD or other occupants of the Building or Program by reason of any noise, odors and/or vibrations.
- D. TENANT, or its agents, shall not play any musical instrument or make or permit any improper noises in the Building.
- E. TENANT, or its employees, shall not loiter in the entrance or corridors of the Building or Program, or in any way obstruct the sidewalks, hallways and stairways and shall use the same only as a means of access to and from the Premises.
- F. LANDLORD may limit weight, size and position of all safes, fixtures and other equipment used in the Premises. In the event TENANT shall require extra heavy equipment, TENANT shall notify LANDLORD of such fact and shall pay the cost of structural bracing to accommodate same. All damage done to the Premises or the Program by putting in, or taking out, or maintaining extra heavy equipment shall be repaired at the expense of the TENANT.
- G. TENANT shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the Fire Department or the law or with any insurance policy on the Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction, and it shall not use any machinery therein, even though its installation may have been permitted, which may cause any unreasonable noise, or jar or tremor to the floor or walls, or which by its weight might injure the floors of the Premises.
- H. Keys for the Premises shall be provided to TENANT by LANDLORD and TENANT shall return to LANDLORD any such keys upon termination of the Lease. TENANT shall not change locks or install other locks on doors of the Premises without receiving prior written approval from LANDLORD and providing LANDLORD with appropriate keys for such locks.
- I. No personnel shall enter or remain in the Building or Program while intoxicated or under the influence of liquor or drugs. LANDLORD shall have the right to exclude or expel any person who, in the absolute discretion of LANDLORD, is under the influence of liquor or drugs.

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- J. TENANT and its agents and employees shall not bring into nor keep within the Premises any animal or bird, however; this rule does not apply to dogs trained to assist individuals with a disability. TENANT and its agents and employees shall not throw refuse or other substances or litter of any kind in or about the Premises except in receptacles placed therein for such purposes by LANDLORD or governmental authorities.
- K. TENANT shall not install any form of window covering or ventilators or similar devices visible from the outside of the Premises without the prior written consent of LANDLORD.
- L. All freight must be moved into, within and out of the Premises only during such hours and according to such regulations as may be posted from time to time by LANDLORD.
- M. No aerial, antenna or dish shall be erected on the roof or exterior walls of the Premises or on the grounds, without in each instance the written consent of LANDLORD. Any aerial, antenna or dish so installed without such written consent shall be subject to removal without notice at any time.
- N. TENANT shall not burn any trash or garbage at any time in or about the Building.
- O. No waiver of any rule or regulation by LANDLORD shall be effective unless expressed in writing and signed by LANDLORD or its authorized agent.
- P. TENANT shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority.
- Q. In the event of any conflict between these Rules and Regulations or any further or modified rules and regulations from time to time issued by LANDLORD and the Lease, the Lease shall govern and control.
- R. All extension signs shall be in accordance with LANDLORD's sign plan. No other signage shall be used by TENANT except that which is approved in writing by LANDLORD.
- S. TENANT shall not clean, wash, repair, or otherwise perform any maintenance or service on any vehicle owned or utilized by TENANT in any of the common areas of the Building or any other area in plain view of the public.

**FIRST AMENDMENT TO
COOPERATIVE ENDEAVOR AGREEMENT**

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made and entered into as of June 24, 2016 (the “**Effective Date**”), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein Daniel T. Layzell, its duly authorized undersigned Vice President for Finance and Administration & CFO (hereinafter referred to as “**LSU**”), and the Louisiana State University System Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**R & T FOUNDATION**”) (LSU and the R & T FOUNDATION are each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

WHEREAS, the Parties entered into the original Cooperative Endeavor Agreement (“**2013 CEA**”) on September 17, 2013 and hereby incorporates the Recitals of the 2013 CEA as if copied in extenso.

WHEREAS, the Parties entered into an Agreement and Lease of Property (“**LEASE**”) for Construction of the Louisiana Emerging Technology Center (“**LETC**”) on August 21st, 2003, which was amended to include the Louisiana Digital Media Facility (“**LDMF**”), on of May 11, 2011;

WHEREAS, the LETC and LDMF have been completed and, the R & T FOUNDATION has donated the LDMF to LSU;

WHEREAS, the LETC and LDMF have been operated and managed by the R & T FOUNDATION during their construction and since their completion;

WHEREAS, the Parties desire to provide that the term of the LEASE which includes land that the LDMF (also referred to as the Digital Media Center) and LETC were constructed on and this agreement are the same and the terms of this agreement be amended to change the provisions to simplify the agreement between the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained and the public purposes and benefits to be obtained hereby, the Parties agree as follows:

Amendment 1

The term PROPERTY shall mean the the Louisiana Emerging Technolog Center and the Digital Media Center (also referred to as the Louisiana Digatal Media Center) as more particularly described in Exhibit 1 to this amendment and LDMF in the 2013 CEA will be replaced by the term PROPERTY wherever it is used in the 2013 CEA in an article that is not amended and replaced by Amendment 3 below.

Amendment 3

Articles I, II, III and IX are hereby amended and replaced and an Exhibit 1 is attached to this amendment as an addition to the prior Exhibits, the remaining terms of the original agreement shall be incorporated into this Agreement as if copied in extenso, the amended Articles are as follows:

ARTICLE I SCOPE OF SERVICES AND TERM

Section 1.01 Scope of Services

The R & T FOUNDATION hereby agrees to render the following services to the PROPERTY described in Exhibit A of this agreement:

(A) Services.

- (1) Routine Services. The R & T FOUNDATION will operate and manage the PROPERTY or contract to have it preformed, and, in connection therewith, will (a) provide routine janitorial services required by the normal, prudent use of the PROPERTY, (the "**Routine Janitorial Services**"); (b) maintain in good repair, ordinary wear and tear excepted, (i) the roof, foundation, elevators, exterior walls, and exterior windows, (ii) the electrical, heating, air conditioning, ventilation, lighting, plumbing and fire alarm systems, utility lines, and sewer pipes forming a part of or serving the PROPERTY, and (iii) the parking lot, entrances, exits, stairways, common areas, and exterior landscaping (the "**Routine Maintenance Services**"); (c) respond to tenant issues that arise in the normal, prudent use of the Property, such as replacing light bulbs, cleaning windows, and making minor repairs, including minor repairs to interior and/or demising walls, interior windows, and interior doors; and (d) invoice tenants for amount owed by tenants (the "**Routine Tenant Services**") (collectively, the Routine Janitorial Services, Routine Maintenance Services and Routine Tenant Services are referred to herein as the "**Routine Services**").
- (2) Non-Routine Services. The R & T FOUNDATION will also provide, or contract to have it provided, other services in connection with the operation and management of the Property other than those Routine Services identified in Subsection (A)(1) of this Section 1.01 of this

agreement , including, but not limited to major interior or exterior repairs (the “**Non-Routine Services**”), the R & T FOUNDATION will obtain written approval from, a representative of LSU designated hereunder to act on behalf of LSU (the “**LSU Designated Representative**”.)

- (B) Non-Routine Services Provided to a Tenant. If requested by a Tenant of the Property, the R & T FOUNDATION will also provide Non-Routine services for that Tenant on and invoice the Tenant directly for such services.
- (C) Alterations and Planning. the R & T FOUNDATION will only authorize the requested alteration, physical addition, modification, improvement, master planning, business plan development or any other type of study to the Property or for the evaluation of other property to include in the definition of the Property after (1) providing written notice to the LSU Designated Representative of, and obtaining written approval from the LSU Designated Representative authorizing, performance of the work requested and (2) confirming with LSU who will perform the and how the work will be paid for, including any financing.
- (D) Expenses Requiring LSU Approval. Before incurring any expense that exceeds \$2,500 the R & T FOUNDATION will obtain written approval from the LSU Designated Representative. The approval for a recurring expense only needs to be at the time of the initial expenditure.
- (E) Annual Operating Budget. The R & T FOUNDATION will prepare an operating budget delineating the expenses that the R & T FOUNDATION anticipates it will incur to operate and manage the Property for the upcoming calendar year and forward this operating budget to the LSU Designated Representative at least sixty (60) days before the start of the year. During this budget process, the LSU Designated Representative may amend the threshold amount of any budget item and approval of the budget will serve as approval under Subsection 1.01 (D) of this agreement up to the amount established in the approved budget.

Section 1.02 LSU Review, Payment, and Representatives.

- (A) Payment Obligations. Subject to the terms and conditions of this Agreement, LSU will pay the amounts described Article II of this Agreement including to the full amount of any insufficiency in PROPERTY Account in Article II of this agreement provided the insufficiency is the result of items that were approved pursuant to Subsection 1.01 of this agreement; provided that, LSU will not be obligated to pay in any one fiscal year more than \$750,000.00 in connection with this Agreement.
- (B) Written Response. Within five (5) business days of receiving written notice of any expense requiring LSU approval as described in Subsection 1.01(D) of this Agreement LSU, through its Designated Representative, will provide written approval of the expense or indicate in writing that it does not approve of the

expense and if the expense is not approved it will not be considered in determining the deficiency amount in Subsection 2.01(C)(3) of this amendment.

(C) LSU Designated Representative and Point of Contact.

- (1) For purposes of this Agreement, the LSU Designated Representative is LSU's Associate Vice President for Facilities and Property Oversight or his designee or such other individual as may in the future be identified by LSU by written notice provided to the R & T FOUNDATION in the manner provided for in Section 12.03 of this Agreement.
- (2) For purposes of this Agreement, the R & T FOUNDATION's Chief Executive Officer, or such other entity and/or individual as may in the future be identified by the R & T FOUNDATION by written notice provided to the LSU in the manner provided for in Section 12.03 of this Agreement, will be the point of contact for issues arising under Paragraphs 2 (Services), 7 (Care and Use of Facilities), 8 (Alterations or Property), 10 (Maintenance), 22 (Right of Entry or Inspection), 27 (Utilities and Other Services), and 29 (Property).

ARTICLE II PAYMENT TERMS

Section 2.01 Payment Process.

- (A) PROPERTY Account. The R & T FOUNDATION will establish, or contract to have it established, a separate checking account for the PROPERTY (the "**PROPERTY Account**") and all revenue and expenses associated with the PROPERTY shall be deposited or deducted of this account. The R & T FOUNDATION will provide LSU an accounting of the deposits and deductions from this account within 15 days from the end of each month
- (B) Payment for Services and List of Expenses. LSU will notify the R & T FOUNDATION of any revenue it received from a third party for the use of the Property, the R & T FOUNDATION will invoice LSU ten (10) days prior to the first day of each ensuing calendar month, and LSU will pay the R & T FOUNDATION the any amounts received by LSU for the use of the PROPERTY. LSU will provide, on a regular basis, a list of all the expenses LSU has incurred for the operation of the PROPERTY.
- (C) Payment of Expenses and Insurance.
 - (1) Services and Alterations. All expenses that were or are incurred by the R & T FOUNDATION in connection with providing the Routine Services, Non-Routine Service and Alterations will be paid out of the PROPERTY Account.

- (2) Insurance. The Insurance Reimbursement Amount described and defined in Subsection 4.02 of the original Agreement, will be paid out of the PROPERTY Account. In the event that the PROPERTY Account does not have sufficient funds to pay this amount, the R & T FOUNDATION will so advise the LSU Designated Representative in writing and LSU will then remit to the R & T FOUNDATION sufficient funds from the Reserve Maintenance Fund (or some other source) to cover the deficiency.
- (3) Deficiency of Property Account. In the event that the Property Account does not have sufficient funds the R & T FOUNDATION will so advise the LSU Designated Representative in writing and LSU will then remit to the R & T FOUNDATION sufficient funds to cover the deficiency provided the deficiency has occurred from expenses that have been approved by LSU pursuant to Section 1.01 (D) of this agreement. If the deficiency is the result of maintenance items, the LSU Designated Representative will remit the funds from the Maintenance Fund
- (D) Accounting. Each quarter, the R & T FOUNDATION will provide the LSU Representative with an accounting of all revenue received and expenses incurred in connection with the PROPERTY, as well as a copy of the account statement for the PROPERTY Account and a comparison, on a year-to-date basis, of the budgeted amount with the actual expenditures. Any excess funds may be at the request of LSU be distributed to LSU for payment of expenses of LSU identified in Section 2.01(B) (less any amounts at current rental rates allocated to space located in the PROPERTY occupied by LSU) or to additional funds owed to LSU by the R & T FOUNDATION. Any funds remaining after reimbursement to LSU may be distributed to the R & T FOUNDATION.
- (E) The Reserve Maintenance Fund. LSU will retain from the amount paid pursuant to Section 2.01 (B) of this Agreement (the “**Reserve Maintenance Fund Amount**”) and place it in a separate account maintained by LSU (the “**Reserve Maintenance Fund**”) in an amount as mutually agreed upon by the R&T Foundation and LSU through the annual operating budget process in Subsection 1.01(E) of this amendment.

Section 2.02 Amendment of PROPERTY

- (A) Existing Space. In the future, any space that is currently occupied by LSU in the PROPERTY may be made available to 3rd party tenants at LSU’s request and it would be managed under this agreement.

- (B) Additional Property. At the LSU Designated Representative request additional property may be added to Exhibit A by the agreement of the Parties. The amended Exhibit A must be signed and dated by the LSU Designated Representative and the R & T FOUNDATION and a notice send to all parties listed in Section 15.03 of the original agreement.

**ARTICLE III
TERMINATION AND SUBCONTRACT**

Section 3.01. Termination by Parties. Either Party will have the option to terminate this Agreement upon forty-five (45) days written notice, however should LSU terminates this agreement then LSU agrees to assume the payment any expense approved pursuant to Section 1.01 (D) of this agreement.

Section 3.02. Subcontract by the R & T FOUNDATION. With consent of the LSU Designated Representative, the R & T FOUNDATION can subcontract with a 3rd Party to provide the services under this agreement.

.....

**ARTICLE IX
TERM**

This Agreement shall begin on the Effective Date listed above and shall terminate at the same time as the Agreement and Lease of Property which is 50 years from the 21st day of August 2003 ("2003 Lease"); unless terminated earlier.

[Signature page follows]

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 27 day of June, 2016, to be effective as of the Effective Date.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

Dellie Richards

By: Daniel T. Layzell
Name: Daniel T. Layzell
Title: Vice President for Finance Administration & CFO

Kirk Gray

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 27th day of June, 2016, to be effective as of the Effective Date.

WITNESSES:

LOUISIANA STATE UNIVERSITY SYSTEM RESEARCH AND TECHNOLOGY FOUNDATION

Don Deach

By: Arthur R. Cooper
Name: Arthur R. Cooper
Title: Chief Executive Officer

Alyssa Gompally

Exhibit to Amendment

A – Property Covered

[Signature Page for Cooperative Endeavor Agreement]

Exhibit 1

The following property is covered by this agreement:

1. The Digital Media Center is a 94,000 sq. ft. building which was constructed by the R&T Foundation pursuant to the LEASE, as amended. The building currently houses both LSU's Center for Computation and Technology ("CCT") and Electronic Arts ("EA"). EA is currently occupying the 3rd Floor of the Digital Media Center.
2. The Louisiana Emerging Technology Center is a 67,000 sq. ft. building which was constructed by the R&T Foundation pursuant to the LEASE. The building houses private companies, primarily startup technology companies and LSU's Office of Innovation and Technology Commercialization.

OUTSTANDING LIABILITIES OF LSURF

<u>Name of Creditor</u>	<u>Amount Owed</u>
TUFF LSU Management LLC	\$1,700,000
LSU Ag Center	843,000
Technology Transfer Legal Fees	657,000
Accounts Payable	<u>80,000</u>
TOTAL	<u><u>\$3,280,000</u></u>

3 Year Proforma Summary of Revenues & Expenses

	FY 20	FY 21	FY 22
Tenant Revenue	\$ 865,752	\$ 870,081	\$ 874,431
Operation Fee	\$ 600,000	\$ 600,000	\$ 600,000
Total Revenue	\$ 1,465,752	\$ 1,470,081	\$ 1,474,431
O&M	\$ 780,000	\$ 795,600	\$ 811,512
MRA LETC	\$ 180,000	\$ 180,000	\$ 180,000
MRA LDMF	\$ 180,000	\$ 180,000	\$ 180,000
MRA Utility Infrastructure	\$ 180,000	\$ 180,000	\$ 180,000
Program Management	\$ 120,000	\$ 120,000	\$ 120,000
Total Operating Expenses	\$ 1,440,000	\$ 1,455,600	\$ 1,471,512
Projected Net Revenues	\$ 25,752	\$ 14,481	\$ 2,919

3 Year Net Operational Cost Avoidance

	FY 20	FY 21	FY 22	3 Year Total
LSU Saved O&M	\$ 1,141,290	\$ 1,141,290	\$ 1,141,290	\$ 3,423,870
LSU DM Accrual	\$ 1,569,274	\$ 1,569,274	\$ 1,569,274	\$ 4,707,821
LSU Utility Provided	\$ (255,000)	\$ (260,100)	\$ (265,302)	\$ (780,402)
LSURF Management Fee	\$ (600,000)	\$ (600,000)	\$ (600,000)	\$ (1,800,000)
Total 3 Year Avoided Cost=				\$ 5,551,289



**Request from LSU A&M to Accept the Donation of Chillers to the
LSU Lab School**

To: Members of the Board of Supervisors

Date: June 28, 2019

This is a significant board matter pursuant to Article VII, Section 9 of the Board's Bylaws:

A.2 The Transfer of Title to Immovable Property

1. Summary of the Matter

Entergy was awarded a grant worth \$477,290 by the state Public Service Commission as part of the Statewide Energy Efficiency Program. Entergy chose to apply this grant towards the purchase and installation of two new chillers for the Lab School's HVAC system.

Under the terms of the grant, payment was made directly by the Public Service Commission to Entergy who in turn hired a general contractor responsible for purchasing and installing the chillers, Brilliant Efficiencies, LLC.

Out of an abundance of caution, it is best to obtain Board approval to accept the donation of this immovable property, because the funds were not paid directly by LSU.

2. Review of Business Plan

LSU will be responsible for operating and maintaining the chillers, as they will be LSU property. The new chillers are expected to help reduce the operating costs of heating and cooling the Lab School.

3. Fiscal Impact

The value of the Public Service Commission grant is \$477,290. LSU is obtaining new, modern chiller units at no cost.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

The following parties have an interest in and/or are involved with this transaction.

LSU
Brilliant Efficiencies, LLC
Entergy
Public Service Commission

7. Related Transactions

None.

8. Conflicts of Interest

None known.

ATTACHMENTS

- I. Transmittal Letter
- II. Public Service Commission Grant Award

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to accept the donation or execute other appropriate paperwork to take ownership of the chiller units installed by Brilliant Efficiencies, LLC pursuant to the grant from the state Public Service Commission.



CAMPUS CORRESPONDENCE

To: F. King Alexander, President of LSU
Finance & Administration / CFO

Date: June 18, 2019

Through: Daniel T. Layzell, Executive Vice President for
Finance & Administration / CFO

Through: Tony Lombardo, Associate Vice President for
Facilities & Property Oversight

From: Patrick H. Martin, V, Assistant Vice President for
Real Estate, Public Partnerships, and Compliance 

Re: Board of Supervisors Agenda, June 28, 2019
Request from LSU A&M to Accept the Donation of a Chiller Plant for the LSU Lab School

LSU is requesting that the Board of Supervisors authorize the President to accept the donation of a chiller plant for the University Lab School.

It is requested that this item be placed on the agenda for the June 28, 2019 Board of Supervisors meeting.

Thank you.

Louisiana Public Service Commission



POST OFFICE BOX 91154
 BATON ROUGE, LOUISIANA 70821-9154
www.lpsc.louisiana.gov

Telephone: (225) 342-4427

COMMISSIONERS

Eric F. Skrmetta, Chairman
 District I
 Mike Francis, Vice Chairman
 District IV
 Foster L. Campbell
 District V
 Lambert C. Boissiere III
 District III
 Craig Greene
 District II

BRANDON M. FREY
 Executive Secretary
 Executive Counsel

May 25, 2018

JOHNNY E. SNELMGROVE, JR
 Deputy Undersecretary

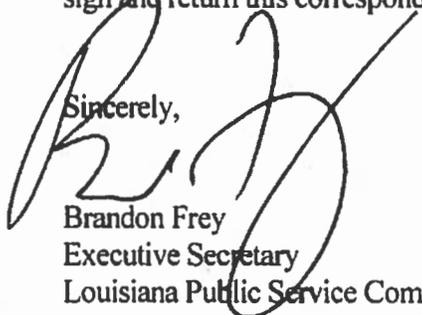
Dr. Wade Smith, Superintendent
 University Lab School
 45 Dalrymple Drive
 Baton Rouge, LA 70803

Subject: Louisiana Public Service Commission Energy Efficiency Program – Political Subdivisions Funding Notification, Docket R-31106- University Lab School

Dear Dr. Smith,

Thank you for your November 1, 2017 submission to the Louisiana Public Service Commission (“the Commission”) of your application to the Statewide Energy Efficiency Program for Political Subdivisions. By this correspondence, we are notifying you that the Commission, in accordance with Commission General Order dated December 12, 2017, approved funding for your project as outlined herein. Please read all the terms and conditions attached hereto carefully, and if you are in agreement, sign and return this correspondence no later than 30 days from the date of this letter.

Sincerely,


 Brandon Frey
 Executive Secretary
 Louisiana Public Service Commission

Cc: Bo Staples, District 2
 Entergy Louisiana, LLC

GENERAL TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific terms and conditions in the award letter dated May 25, 2018 to which these General Terms, conditions and Understandings are attached, the Louisiana Public Service Commission is approving your application for the Statewide Energy Efficiency Program contingent upon the following:

Expenditure of Funds:

Energy Efficiency Program application awards are to be used only for the purposes described in the approved application. Projects must begin within six months of the application approval notification date or the application approval may be withdrawn.

Program Year Schedule and Amount of Funds Disbursement:

**Program Year 2018
University Lab School
TOTAL: \$477,290.00**

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this program.

Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this program and to provide the Louisiana Public Service Commission Executive Secretary with an annual evaluation report for a period of three (3) years from the award date on the results of the energy efficiency project. This report shall contain at a minimum:

- a. Entity Name
- b. Project Location
- c. Project Description
- d. Amount of Funds Received
- e. Amount of Funds Expended
- f. Efficiency Savings
- g. Final Project Cost

Reports are to be sent to:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Post Office Box 91154
Baton Rouge, Louisiana 70821-9154
Attn: Brandon Frey, Executive Secretary

Re: Statewide Energy Efficiency Program, Docket No. R-31106,
("Applicant's Name")

Required Notifications:

You are required to provide the Louisiana Public Service Commission Executive Secretary with written Notification of the following:

(1.) Upon the start of each project a written notice shall be sent notifying the Executive Secretary of the project commencement date along with an estimated completion date. The Notification is to include:

- Detailed / up close pictures of fixtures / equipment that is being upgraded / removed, as well as an area view of the room / area. Where possible the pictures must denote equipment model number and manufacturer.
- Physical Address / location where fixtures / equipment are to be installed.

(2.) Upon the completion of each project a written notice shall be sent notifying the Executive Secretary of the project completion. The notification is to include:

- This notification should include detailed / up close pictures of fixtures / equipment that was installed (after installation), as well as an area view of the entire room / area. Where possible the pictures should denote equipment model number and manufacturer.
- Physical Address location where fixtures / equipment were installed.
- A copy of material invoice(s) to serve as proof of purchase for model and quantity of equipment outlined in the application. Model and quantity of purchased equipment on the invoice must match model and quantity installed for this project.
- A copy of most recent utility bill(s)

(3.) Notices are to be sent to:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Post Office Box 91154
Baton Rouge, Louisiana 70821-9154

Attn: Brandon Frey, Executive Secretary
Re: Statewide Energy Efficiency Program, Docket No. R-31106,
("Applicant's Name")

Disbursements:

Payment of approved application funds by the utility are to be remitted at the conclusion of the project after inspection for verification is done by Project Team, which is to include on-site inspection and review of required documentation included in the project completion notification.

Reasonable Access for Further Evaluation:

You will permit the Louisiana Public Service Commission and/or its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the Public Service Commission deems necessary or appropriate concerning this program award.

The undersigned certifies that he/she is authorized to accept this award to obligate the applicant to observe all of the terms and conditions placed on this award, and in connection with this award to make, execute and deliver all agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Dr. Wade Smith, Superintendent
University Lab School

Date



Commissioner Craig Greene
10713 North Oak Hills Parkway
Suite B
Baton Rouge, LA 70810

Louisiana Public Service Commission
602 North Fifth Street
Galvez Building, 12th Floor
Baton Rouge, Louisiana 70821-9154
Attn: Executive Secretary Brandon Frey

Dear Commissioners,

On behalf of the University Lab School, please find the attached Completion Report, Notice Of Completion and associated Invoice for our participation in the Statewide Energy Efficiency Program. The project was completed December 7, 2018.

We are very pleased with the improved upgrades that were installed and they will make a positive impact on our students for years to come. If you need any further information, please do not hesitate to ask.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Wade Smith'. The signature is written in a cursive style with a large, looped 'W' and 'S'.

Dr. Wade Smith
Superintendent
University Lab School

NOTICE OF COMPLETION

Notice is hereby given to the Louisiana Public Service Commission that:

1. The undersigned is authorized to execute this agreement:
2. Project Name: 2018 Statewide Energy Efficiency Program, University Lab School, Amount: \$477,290.00
3. A work of improvement was completed as a whole on the property hereinafter described and was completed on December 7, 2018 and subsequently inspected in person by a District 2 Louisiana Public Service Commission Staff Member.
4. The name of the contractor for such work of improvement was Brilliant Efficiencies, LLC Commercial General Contractors License #66303:
5. The property on which said work of improvement was completed is in the City of Baton Rouge in the Parish of East Baton Rouge, State of Louisiana, and is described as follows:
 - a) 1 x Daikin Model WMC Centrifugal Chillers - 300 TON
 - b) 1 x Daikin Model WMC Centrifugal Chillers - 300 TON installation
 - c) 1 x Daikin Model WMC Centrifugal Chillers - 300 TON
 - d) 1 x Daikin Model WMC Centrifugal Chillers - 300 TON installation

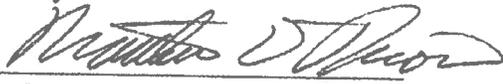
The locations of the improvements are:
University Lab School
45 Dalrymple Drive
Baton Rouge, LA 70803

VERIFICATION

I, the undersigned, say: I am an authorized representative of the University Lab School, the declarant of the foregoing notice of completion; I have agreed that work performed is to my satisfaction. I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

University Lab School

Date: 12-20-18

Per: 

Its Authorized Signatory

Matthew D. Picou
Print Name



Request to Approve Policies Pertaining to Board Self-Evaluation and Presidential Evaluation

To: Members of the Board of Supervisors

Date: June 28, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1K and Section 1L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

Section 1K. The hiring process, appointment, annual evaluation, and all other personnel actions relating to the President.

Section 1L. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

2. Summary of the Matter

The Board has indicated an interest in self-evaluation which comports with the Southern Association of Colleges & Schools Commission on Colleges (SACSCOC) requirements for the accreditation of the institutions under the Board's control.

The Board has also indicated its interest in standardizing the evaluation of the President. The annual evaluation has occurred over many years, but the format has been dictated by the Chairman serving at the time of the evaluation. The evaluation of the President, as the chief executive officer of Louisiana State University and Agricultural & Mechanical College, is also required by SACSCOC for the accreditation of the university.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

The Board of Supervisors, the President, and SACSCOC.

8. Related Transactions

N/A

9. Conflicts of Interest

ATTACHMENTS

- I. Board of Supervisors Self-Evaluation Policy
- II. Presidential Evaluation Policy

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Board of Supervisors Self-Evaluation Policy and the Presidential Evaluation Policy.



Board of Supervisors

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

SELF-EVALUATION POLICY

June 28, 2019

INTRODUCTION

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which “shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system.” The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University. The interpretation of when and how to exercise this authority is determined by the Supervisors acting collectively as a Board. Fifteen Supervisors are selected by the Governor and confirmed by the Louisiana Senate, and one seat is reserved for a student elected from among the various student bodies. The sixteen members of the LSU Board of Supervisors represent the various districts of the state and are professionally engaged in activities of commerce and labor in addition to their roles as Supervisors. While they individually may be far from any campus, they are close to the constituents for which the University is meant to serve.

The role of a Supervisor is a sacred trust that reflects the importance of the University in every Louisiana parish and to every Louisiana citizen. As part of that sacred trust, the Board of Supervisors engages in an annual self-evaluation as a means to assess each Supervisors’ continued commitment to understanding, analyzing their responsibilities as collective, calibrate expectations, and visualize future growth. The value of such an evaluation is reaffirmed by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) which requires such an evaluation of all postsecondary institutions in the region according to its Principles of Accreditation (Section 4, Subsection 2g). Through the self-evaluation process, the LSU Board of Supervisors is expressing its commitment to excellence through reflection.

This self-evaluation policy is intended to guide the desire, commitment, engagement, optimism and vigilance required of the Supervisors to promote the future successes of LSU, faculty, staff, students, alumni, and all of the people of the State of Louisiana.

DUTIES OF THE BOARD

The LSU Board of Supervisors has constitutional, statutory, regulatory, and expert authority to conduct the business of the University. The Louisiana Constitution leaves the authorities very broad by requiring the Board to “supervise and manage” the University.

PROCESS

The Board Self-Evaluation process is intended to gather information and guide self-reflection for the Board as mechanism for improvement.

Step 1: Distribution of any questionnaire or material for the purpose of gathering comments.

Step 2: Collect the information, ensuring confidentiality as much as possible.

Step 3: Analyze the information.

Step 4: Conduct a session to review the results and consider possible actions.

Step 5: Report on the process and provide a summary.

OUTCOMES

At the conclusion of the self-evaluation process, the Board should have greater understanding of a shared vision for the institution and expectations for the upcoming year. The Chairman should be provided a summary of the self-evaluation and have inserted a summary into the minutes of a subsequent Board meeting. The summary should include statements about the Board's expectations and responsibilities.

RESPONSIBILITIES

The responsibility to conduct the evaluation shall fall under the Affiliation Organization Oversight Committee. The Board staff and other specifically identified individuals shall provide the services needed to support the self-evaluation.

SELF-EVALUATION QUESTIONS

1. What should the LSU Board of Supervisors know about the history and culture of the institution?
2. What should the LSU Board of Supervisors know about the academic operations?
3. What should the LSU Board of Supervisors know about the financial operations?
4. What should the LSU Board of Supervisors know about student activities?
5. What should the LSU Board of Supervisors know about the research enterprise?
6. What should the LSU Board of Supervisors know about the roles of healthcare, medical education, and hospitals play at LSU?
7. What should the LSU Board of Supervisors know about the roles that agriculture and rural development play at LSU?
8. Does the LSU Board of Supervisors operate in an ethical manner? Legal manner?
9. What areas can be improved?
10. Comments by the Supervisors:



Board of Supervisors

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

PRESIDENTIAL EVALUATION POLICY

June 28, 2019

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which “shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system.” The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University. The interpretation of when and how to exercise this authority is determined by each Supervisor, acting as a Board. Fifteen Supervisors are selected by the Governor and confirmed by the Louisiana Senate, and one seat is reserved for a student elected from among the various student bodies. The sixteen members of the LSU Board of Supervisors represent the various districts of the state and are professionally engaged in activities of commerce and labor in addition to their roles as Supervisors. While they individually may be far from any campus, they are close to the constituents for which the University is meant to serve.

Since 1859, the LSU Board has employed a singular leader of the University, starting with Col. William T. Sherman. The LSU Presidency has been marked by social and academic forces, such as the Civil War, Reconstruction, the Hatch Act, the opening of graduate and professional schools, the admission of women, two world wars, integration, a massive expansion of satellite campuses to bring higher education to the people of Louisiana when there were no other options, and most recently, the assumption of public hospitals followed by the privatization of health care. The Presidency is the longest existing public university executive office in Louisiana, and it is a proud tradition carried on today.

The position of LSU President is unusual in American higher education. Typically, the head of a system does not serve as the head of an institution. However, this speaks to the unusual division of the LSU System into sets of colleges, universities, and a set of specialty institutions. The LSU President is the chief executive officer of the LSU system and the chief executive officer of the flagship campus. The consolidated role of LSU President began in 2012 and F. King Alexander was the first permanent chief executive officer to hold the office. The evaluation of the LSU President is comprised of two major divisions: as CEO of the system and as CEO of the flagship institution.

PURPOSES OF EVALUATION

The Board’s evaluation of the President is intended to ensure a clear communication of the Board’s intentions and aligning mutual expectations, to assess the President’s performance in leading the institution, and to maintain accountability for legal, regulatory, and ethical compliance. As the head of the LSU System, the Board will annually use the evaluation process to check the compliance with the Bylaws, Regulations, and resolutions; gauge the working relationships with and management of the President’s Leadership Council and the multiple campuses; assess the President’s representations as the leader of the System; ensure financial responsibility of the System; and, maintain the viability of the indigent care system.

As chief executive officer of Louisiana State University and Agricultural & Mechanical College, the state’s flagship institution, the President is to annually be evaluated for performance in leading the campus. As participants in the accreditation process, the presidential evaluation conforms to the Southern Association of Colleges and Schools Commission on College’s Principles of Accreditation (Sections 4 and 5). Within the accreditation context, the Board has provided the Presidency the authority to manage the educational and fiscal programs of the institution, as well as appropriate oversight of athletics and philanthropy. The evaluation process should include conformity with the accreditation standards for the institution. The evaluation will also include factors beyond the minimum standard, such as effective leadership of the campus, appropriate asset management, helpful community relationships, and improvement of LSU’s national reputation.

PROCEDURES FOR EVALUATING THE PRESIDENT

The evaluation of the President will be conducted on an annual basis, and shall consist of a planning session and an evaluation session, a self-assessment, a Board assessment of the President, and may from time to time include an opportunity for members of the internal or external community to provide information. At the conclusion, the evaluation should reflect performance separately as the head of the system and as head of the flagship campus.

Step 1. Planning Session

Annually, the President shall submit to the Board of Supervisors a set of goals for the ensuing year in a format to be indicated by the Board. The goals should be parsed according to system and campus, and should include expectations related to leadership of the academic and research enterprise, student enrollment and success, faculty and staff development, financial management, external relationships, athletics, and philanthropy.

Step 2. Self-Assessment

Prior to the evaluation session, the President shall provide a summary of the past year's activities in relation to the objectives provided in the planning session. The format and receipt will be at the discretion of the Board. This step should be conducted generally two months prior to the evaluation session.

Step 3. Board Assessment and Preparation for the Evaluation Session

After the President's summary has been submitted, the Board should have the opportunity to review the contents. An assessment instrument shall be distributed to collect the Board's perspective. The Board, or their designee, will collect the assessments and generate an analysis.

Step 4. Evaluation Session

The Board shall annually engage in an evaluation session to discuss with the President the outcome of the Board assessment, the community assessment if undertaken, and discuss the President's self-evaluation. The Board should then indicate its disposition on the President's performance as it relates to both the system role and campus role.

Step 5. Reporting of Evaluation

The Board shall direct the format of any report that may be provided to the President or placed within a personnel file. For accreditation purposes, the evaluation outcome as it relates to the chief executive of the campus should be reported at a Board meeting and entered into the minutes of the meeting.

Optional Step. Community Assessment

From time to time, the Board may choose to conduct a community assessment. The Board or their designee will develop an information collection instrument consistent with the goals of the evaluation process and conduct information gathering. The community assessment should include representatives of students, faculty/staff, community/opinion leaders, and supporters of the University.

ANNUAL APPRAISAL FORM
OF THE PRESIDENT'S PERFORMANCE AND EFFECTIVENESS
LOUISIANA STATE UNIVERSITY

LEADERSHIP ABILITY

	Poor	Fair	Good	Excellent	Not Observed
Provides leadership in developing, communicating, and implementing.	1	2	3	4	N
Inspires others to do their best.	1	2	3	4	N
Delegates authority and responsibilities appropriately.	1	2	3	4	N
Builds teamwork among colleagues and subordinates.	1	2	3	4	N
Provides sound fiscal management.	1	2	3	4	N
Keeps current regarding trends and issues in higher education.	1	2	3	4	N
Contributes to developing and enhancing the academic quality of the university.	1	2	3	4	N

ADDITIONAL COMMENTS

DECISION MAKING AND PROBLEM SOLVING

	Poor	Fair	Good	Excellent	Not Observed
Consults with appropriate individuals before making decisions.	1	2	3	4	N
Gathers information needed for sound decision making.	1	2	3	4	N
Considers alternative solutions to problems before making a decision.	1	2	3	4	N
Makes sound decisions in a timely manner.	1	2	3	4	N

ADDITIONAL COMMENTS

CONCERN FOR FACULTY AND STAFF

	Poor	Fair	Good	Excellent	Not Observed
Recognizes and awards accomplishments of outstanding faculty and staff.	1	2	3	4	N
Creates a climate of respect and high morale.	1	2	3	4	N
Facilitates employees' professional development.	1	2	3	4	N
Listens carefully and asks questions when needed.	1	2	3	4	N
Is accessible to faculty and staff.	1	2	3	4	N
Responds to issues of concern to faculty.	1	2	3	4	N
Recognizes and awards accomplishments of outstanding faculty and staff.	1	2	3	4	N

ADDITIONAL COMMENTS

CONCERN FOR STUDENTS

	Poor	Fair	Good	Excellent	Not Observed
Communicates well with students.	1	2	3	4	N
Promotes an environment which nourishes individual student growth and achievement.	1	2	3	4	N
Assists faculty and staff in developing student leaders.	1	2	3	4	N
Puts students first and wants students to succeed.	1	2	3	4	N

ADDITIONAL COMMENTS

MANAGEMENT

	Poor	Fair	Good	Excellent	Not Observed
Assigns work effectively and fairly.	1	2	3	4	N
Arranges/manages resources as to facilitate the accomplishment of work.	1	2	3	4	N
Sets priorities for action.	1	2	3	4	N

Communicates performance expectations clearly.	1	2	3	4	N
Provides feedback to subordinates.	1	2	3	4	N
Effectively recruits and selects appropriately qualified staff.	1	2	3	4	N
Provides for meaningful staff orientation and professional development.	1	2	3	4	N
Evaluates staff effectively and fairly.	1	2	3	4	N
Oversees legal affairs function.	1	2	3	4	N

ADDITIONAL COMMENTS

EXTERNAL RELATIONS

	Poor	Fair	Good	Excellent	Not Observed
Portrays a progressive and professional image of the university.	1	2	3	4	N
Relates to and communicates with the external community.	1	2	3	4	N
Is accessible to and involved with the community.	1	2	3	4	N
Encourages partnerships with the community, business, industry, and other educational institutions.	1	2	3	4	N
Is politically astute.	1	2	3	4	N
Exhibits good media presence.	1	2	3	4	N

ADDITIONAL COMMENTS

FISCAL LEADERSHIP

	Poor	Fair	Good	Excellent	Not Observed
Works to increase state appropriations for the university.	1	2	3	4	N
Works with businesses, corporations, and individuals to create new revenue sources	1	2	3	4	N
Works to increase funds generated by external grants and contracts.	1	2	3	4	N
Supports the development of ideas into fundable opportunities.	1	2	3	4	N

ADDITIONAL COMMENTS

BOARD RELATIONS

	Poor	Fair	Good	Excellent	Not Observed
Keeps all of the Supervisors timely informed of pressing issues.	1	2	3	4	N
Keeps all of the Supervisors timely informed of future issues.	1	2	3	4	N
Maintains a good relationship with members of the Board of Supervisors.	1	2	3	4	N
Facilitates the proper relationship between the Board of Supervisors and the Administration.	1	2	3	4	N
Seeks guidance from the Board timely on important issues when necessary.	1	2	3	4	N

ADDITIONAL COMMENTS

OVERALL PERFORMANCE AND EFFECTIVENESS

	Poor	Fair	Good	Excellent	Not Observed
Overall, rate the performance and effectiveness of the President.	1	2	3	4	N

ADDITIONAL COMMENTS ON OVERALL PERFORMANCE

Uniform Affiliation Agreement

This Agreement is made and entered into on the ___ day of _____, 20___, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College (“University”) and _____ (“Affiliate”).

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate’s activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate’s purpose(s) shall be to _____. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall not conflict with the authority of the University. In order to prevent the unnecessary duplication of activities among LSU affiliates, any proposed material change in Affiliate’s authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU’s Executive Vice President for Finance and Administration and CFO (“LSU Executive Vice President”).
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate’s Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.

1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390B, Affiliate shall meet the following criteria:

2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.

2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,

2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.

2.2 The President of the University, or his designee, and one member of the Board of Supervisors shall be non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). Designation of the President of the University (or his designee) and a member of the Board of Supervisors as a non-voting *ex officio* member of Affiliate's Board and Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390. To promote compliance with Affiliate's policy on conflicts of interest, ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of the University will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee. The Chair of the Board of Supervisors will provide notice of the Board of Supervisors member so designated. (The Chair may but shall not be required to designate such a member if a current member of the Board of Supervisors has been elected to serve as a full member of Affiliate's board.)

2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.

2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that *ex officio* members who are "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that affiliates assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third-parties and applicable University policies, the Affiliate may be granted the right by LSU to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;
- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement,

applicable University policies and procedures and best practices for similar nonprofit organizations.

- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) should rotate audit partners at least every five years.
- 5.4 Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning various items included in the Annual Affiliate Compliance Certificate (Exhibit A). Specifically, the agreed upon procedures engagement will consist of the items included in Exhibit D.
- 5.5 Affiliate shall provide to the LSU Executive Vice President and LSU Office of Internal Audit within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; (b) its written findings related to the financial statement audit (if any), and (c) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been (a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Board of Supervisors in writing.
- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.

- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in Article VII, Section 9B of the Bylaws of University's Board of Supervisors. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-paragraph.

8. Management Agreements/Cooperative Endeavor Agreements

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements ("Management Agreements") with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Managing Affiliate," while the affiliate transferring the funds shall be known as the "Managed Affiliate."

- 8.2 Unless otherwise specifically provided for in the Management Agreement, where Affiliate enters into a Management Agreement with an organization that has executed an Affiliation Agreement with University, Affiliate shall have no internal control or audit responsibilities with respect to the Managed Affiliate; provided, however, that Affiliate shall cooperate with the Managed Affiliate's management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Management Agreements shall:
- 8.3.1 Require that the Managing Affiliate comply with all applicable terms and conditions of this Agreement in its capacity as an agent of the Managed Affiliate; and
 - 8.3.2 Require that the funds and transactions of the Managed Affiliate be included in either (a) an annual audit conducted pursuant to section 5.2 or reviewed and reported annually in accordance with other agreed upon procedures approved by University or, (b) if Affiliate is exempt from annual audit requirements pursuant to La. R.S. 17:3390, an exemption certificate and a sworn financial statement are prepared and filed in accordance with La. R.S. 17:3390D(3)(a)-(c).
- 8.4 Where Affiliate is organized for more than a single purpose, Affiliate will enter into a Memorandum of Understanding, Cooperative Endeavor Agreement, or other written agreement outlining the structure or details of each specific transaction or collaboration. Such agreement will clearly describe the obligations of Affiliate, University and any other parties, where necessary, and state the net public benefit to the University from such transaction or collaboration.
- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section 9 shall survive any such termination.

- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event (i) Affiliate commits a material and substantial violation of the terms of this Agreement, (ii) Affiliate fails to cure violations of this Agreement after being provided with at least 30 days notice of such violations, (iii) Affiliate engages in or negligently allows: (a) any substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity, (iv) a transfer of the campus, institution or program supported by Affiliate to another higher education management board should occur, (v) elimination or modification of programs offered by University such that Affiliate is no longer able to achieve its purpose(s), or (vi) the occurrence of any other event or circumstance which, in the sole judgment of the University, constitutes cause.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately return to University all public funds which Affiliate holds as a depository pursuant to the provisions of section 5.5;
 - 9.4.3 Unless otherwise directed in writing by the University, immediately return to the University (or, as requested by the University, deposit in another Affiliate) all private gifts, donations, or other funds raised in the name of or for direct support of the University that have not been encumbered, pledged or used to secure any indebtedness.
 - 9.4.4 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s);
 - 9.4.5 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement; and,
 - 9.4.6 Subject to the exceptions provided for in sections 9.4.2 and 9.4.6 of this Agreement and to the extent consistent with the rights of creditors, applicable law and prudent financial management practices relating to unliquidated, contingent and future liabilities, transfer to University or at the University's sole discretion, and subject to applicable law, to another non-profit entity affiliated with University, all private funds and assets to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's purposes and applicable law. This sub-paragraph shall not prejudice any properly approved, valid, and enforceable financing agreements executed by Affiliate.

9.4.7 If the Affiliate’s purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board or affiliated nonprofit organization (“Transferee Institution”), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 – 9.4.3 of this Agreement, Affiliate may convey to the Transferee Institution all private funds (other than managed funds) and other assets to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate’s purposes and applicable law. In the event that funds and assets are conveyed to a Transferee Institution pursuant to the terms of this Section 9.4.6, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University’s association with Affiliate, Affiliate’s actions or inactions (whether past, present or future) and conveyance of Affiliate’s assets to the Transferee Institution.

10. Notices, Entire Agreement, Venue

10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.

10.2 This Agreement, including Exhibits A, B, and C to this Agreement, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.

10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.

10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this ___ day of _____, 20___, by the undersigned duly authorized representatives.

For Affiliate:

For University:

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

October 31, 20____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ (“Organization”)

Annual Compliance Certificate

Dear Sirs:

As the Chief Executive Officer of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization’s exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization’s annual tax return for the ____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule “1”;

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax exempt status;
9. A preliminary list showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Board of Supervisors, the Organization resolved all material and substantial audit findings within 90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining our compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice, which notice period may be waived by the LSU Executive Vice President, to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:

- A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,
- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.

3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU ("President").
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.
 - Gifts represented to be personally from a University employee in his or her personal

capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.

- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The sample size will be mutually determined by the Affiliate and University prior to the engagement.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Request from LSU A&M to Approve Internal Audit Charter Amendment

To: Members of the Board of Supervisors

Date: June 28, 2019

Pursuant to Article VII, Section 1.L. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

The internal audit charter was first adopted by the Board on April 16, 1993. The charter has been amended a number of times with the last amendment adopted by the Board on June 20, 2014.

1. Summary of the Matter

This amendment to the internal audit charter provides for the adoption of current professional guidance. The amendment further reinforces the required independence of the internal audit function as recommended in a recently completed quality assurance review. Specifically, the amendment includes a clarification in reporting responsibility to reflect that the Chief Auditor reports functionally to the Board through the Audit Committee and administratively to the President. Additionally, the Audit Committee will have the responsibility of annually evaluating the performance of the Chief Auditor as well as regularly reviewing and approving the Chief Auditor's compensation. Technical amendments are also included, such as removing the term, "System" and replacing it with the appropriate term in the title of the charter and elsewhere.

2. Review of Business Plan

Not applicable

3. Fiscal Impact

Not applicable.

4. Description of Competitive Process

5. Review of Legal Documents

6. Parties of Interest

7. Related Transactions

8. Conflicts of Interest

ATTACHMENTS

- a. Proposed amendment to the internal audit charter with additions and deletions to current policy noted
- b. Proposed amendment to the internal audit charter (clean copy)

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the proposed revisions to the internal audit charter as shown on the attachment.

1 **LSU SYSTEM**

2 **INTERNAL AUDIT CHARTER**

3
4
5 **Introduction**

6 The Louisiana State University ~~System~~ Internal Audit function is an independent and
7 objective assurance and consulting activity that is guided by a philosophy of adding
8 value to improve the operations of ~~the~~ LSU including all component institutions-System.
9 It assists the University in accomplishing its objectives by bringing a systematic and
10 disciplined approach to evaluate and improve the effectiveness of the organization's
11 governance, risk management, and internal control.

12 **Role**

13 Management of each of the UniversitySystem's component institutions has the
14 responsibility to ensure that assets are properly safeguarded, internal controls are
15 established and are sufficient to ensure compliance with applicable laws and regulations,
16 and procedures are sufficient to detect errors and fraud in a timely manner. Campus
17 heads are also responsible for providing input into the annual risk assessment and audit
18 plan and for establishing and enforcing a policy to ensure the effective and timely
19 resolution of all audit findings.

20
21 Internal Audit is established by the Board of Supervisors (Board). Internal Audit furnishes
22 impartial, independent analyses, appraisals, recommendations, and pertinent comments
23 on the business activities of the institution. Its responsibilities are defined by the Board
24 as part of their oversight role.

25 **Organization**

26 Internal auditing is centrally managed by the Chief Auditor who serves as the
27 UniversitySystem's "Chief Audit Executive" as defined by the *International Standards for*
28 *the Professional Practice of Internal Auditing*. The Chief Auditor reports functionally to
29 the Board of Supervisors (Board) through the Audit Committee and administratively (i.e.,
30 day-to-day operations), to the President. The Board approves the internal audit charter
31 as well as all decisions regarding the appointment and removal of the Chief Auditor.

32 The Audit Committee will:

- 33 • Approve the risk-based internal audit plan
- 34 • Approve the internal audit budget and resource plan
- 35 • Receive communications from the Chief Auditor on the Internal Audit's
- 36 performance relative to its plan and other matters

- 1 • ~~and a~~Annually evaluate, ~~along with the President,~~ the performance of the Chief
2 Auditor
- 3 • -Review and approve remuneration of the Chief Auditor subject to applicable
4 Board regulations
- 5 • Make appropriate inquiries of management and the Chief Auditor to determine
6 whether there is inappropriate scope or resource limitations.

7 The Chief Auditor will communicate and interact directly with the Audit Committee
8 including, when appropriate, in executive session and between meetings as appropriate.

9 **Professionalism**

10 Professionalism and commitment to excellence are facilitated by operating within a
11 framework of professional practice. Internal Audit will govern itself by adherence to The
12 Institute of Internal Auditors' mandatory guidance including the Definition of Internal
13 Auditing, the Code of Ethics, and the *International Standards for the Professional*
14 *Practice of Internal Auditing (Standards)*. This mandatory guidance constitutes principles
15 of the fundamental requirements for the professional practice of internal auditing and for
16 evaluating the effectiveness of Internal Audit's performance.

17 **Authority**

18 Internal Audit, with strict accountability for confidentiality and safeguarding records and
19 information, is authorized full, free, and unrestricted access to any and all records,
20 physical properties, and personnel pertinent to carrying out any engagement at all LSU
21 ~~System~~ institutions. All employees are requested to assist Internal Audit in fulfilling its
22 roles and responsibilities. Internal Audit will also have free and unrestricted access to the
23 Audit Committee.

24 **Independence and Objectivity**

25 Internal Audit will remain free from interference by any element in the organization,
26 including matters of audit selection, scope, procedures, frequency, timing, or report
27 content to permit maintenance of a necessary independent and objective mental
28 attitude.

29 Internal auditors will have no direct operational responsibility or authority over any of the
30 activities audited. Accordingly, they will not implement internal controls, develop
31 procedures, install systems, prepare records, or engage in any other activity that may
32 impair internal auditor's judgment.

33 Internal auditors will exhibit the highest level of professional objectivity in gathering,
34 evaluating, and communicating information about the activity or process being
35 examined. Internal auditors will make a balanced assessment of all the relevant
36 circumstances and not be unduly influenced by their own interests or by others in
37 forming judgments.

38 The Chief Auditor will confirm to the Audit Committee, at least annually, the
39 organizational independence of the internal audit activity.

1

2 **Responsibility**

3 The scope of internal auditing encompasses, but is not limited to, the examination and
4 evaluation of the adequacy and effectiveness of the organization's governance, risk
5 management, and internal controls as well as the quality of performance in carrying out
6 assigned responsibilities to achieve the University's stated goals and objectives. This
7 includes:

- 8 • Evaluating risk exposure relating to achievement of the University's strategic
9 objectives.
- 10 • Evaluating the reliability and integrity of information and the means used to
11 identify, measure, classify, and report such information.
- 12 • Evaluating the systems established to ensure compliance with those policies,
13 plans, procedures, laws, and regulations which could have a significant impact
14 on the organization.
- 15 • Evaluating the means of safeguarding assets and, as appropriate, verifying the
16 existence of such assets.
- 17 • Evaluating the effectiveness and efficiency with which resources are employed.
- 18 • Evaluating operations or programs to ascertain whether results are consistent
19 with established objectives and goals and whether the operations or programs
20 are being carried out as planned.
- 21 • Monitoring and evaluating governance processes.
- 22 • Monitoring and evaluating the effectiveness of risk management processes.
- 23 • Performing consulting and advisory services related to governance, risk
24 management, and control as appropriate for the University.
- 25 • Reporting periodically on Internal Audit's purpose, authority, responsibility, and
26 performance relative to its plan.
- 27 • Reporting significant risk exposures and control issues, including fraud risks,
28 governance issues, and other matters needed or requested by the Audit
29 Committee.
- 30 • Evaluating specific operations at the request of the Audit Committee or
31 management, as appropriate.
- 32 • Investigate allegations of fraud at all LSU System institutions.
- 33 • Giving due consideration to the scope of work of the external auditors and other
34 regulatory agencies, as appropriate, for the purpose of providing optimal audit
35 coverage to the University at a reasonable overall cost.

36 **Internal Audit Plan**

37 At least annually, the Chief Auditor will submit to senior management, for review, and the
38 Audit Committee, for approval, an internal audit plan. The internal audit plan will consist
39 of a work schedule as well as budget and resource requirements for the next fiscal year.
40 The Chief Auditor will communicate the impact of resource limitations and significant
41 interim changes to the President and the Audit Committee.

42 The internal audit plan will be developed based on a prioritization of the audit universe
43 using a risk-based methodology, including input of senior management and the Audit
44 Committee. The Chief Auditor will review and adjust the plan as necessary in response

1 to changes in the University’s business, risks, operations, programs, systems, and
2 controls. Any significant deviation from the approved internal audit plan will be
3 communicated to the President and the Audit Committee through periodic activity
4 reports.

5 **Reporting and Monitoring**

6 Internal Audit ensures that the results of audits and other services are properly
7 communicated to the appropriate management or operating personnel in the form of
8 written reports, consultation, advice, or any other means. The Chief Auditor will authorize
9 the issuance of all internal audit reports. Written reports include, or will be followed by,
10 management comments itemizing specific actions taken or planned to resolve the
11 reported finding and to ensure that operational objectives are achieved. Management’s
12 response should include a timetable for anticipated completion of action to be taken and
13 an explanation for any recommended corrective action that will not be implemented.
14 Internal Audit will be responsible for appropriate follow-up on engagement findings and
15 recommendations. All significant findings will remain in an open issues file until cleared.

16 The Chief Auditor shall report not less than quarterly to the Audit Committee and
17 President and annually in writing to the entire Board on internal and external audit
18 activities. Upon presentation to the President and acceptance by the Audit Committee,
19 copies of the quarterly report will be provided to the Board.

20 **Quality Assurance and Improvement Program**

21 Internal Audit will maintain a quality assurance and improvement program that covers all
22 aspects of the internal audit activity. The program will include an evaluation of Internal
23 Audit’s conformance with the Definition of Internal Auditing and the Standards and an
24 evaluation of whether internal auditors apply the Code of Ethics. The program also
25 assesses the efficiency and effectiveness of the internal audit activity and identifies
26 opportunities for improvement.

27 The Chief Auditor will communicate to the President and the Audit Committee on Internal
28 Audit’s quality assurance and improvement program, including results of ongoing
29 internal assessments and external assessments conducted at least every five years.

30

31

1 **LSU**

2 **INTERNAL AUDIT CHARTER**

3
4
5 **Introduction**

6 The Louisiana State University Internal Audit function is an independent and objective
7 assurance and consulting activity that is guided by a philosophy of adding value to
8 improve the operations of LSU including all component institutions. It assists the
9 University in accomplishing its objectives by bringing a systematic and disciplined
10 approach to evaluate and improve the effectiveness of the organization's governance,
11 risk management, and internal control.

12 **Role**

13 Management of each of the University's component institutions has the responsibility to
14 ensure that assets are properly safeguarded, internal controls are established and are
15 sufficient to ensure compliance with applicable laws and regulations, and procedures are
16 sufficient to detect errors and fraud in a timely manner. Campus heads are also
17 responsible for providing input into the annual risk assessment and audit plan and for
18 establishing and enforcing a policy to ensure the effective and timely resolution of all
19 audit findings.
20

21 Internal Audit is established by the Board of Supervisors (Board). Internal Audit furnishes
22 impartial, independent analyses, appraisals, recommendations, and pertinent comments
23 on the business activities of the institution. Its responsibilities are defined by the Board
24 as part of their oversight role.

25 **Organization**

26 Internal auditing is centrally managed by the Chief Auditor who serves as the
27 University's "Chief Audit Executive" as defined by the *International Standards for the*
28 *Professional Practice of Internal Auditing*. The Chief Auditor reports functionally to the
29 Board of Supervisors (Board) through the Audit Committee and administratively (i.e.,
30 day-to-day operations), to the President. The Board approves the internal audit charter
31 as well as all decisions regarding the appointment and removal of the Chief Auditor.

32 The Audit Committee will:

- 33
- 34 • Approve the risk-based internal audit plan
 - 35 • Approve the internal audit budget and resource plan
 - 36 • Receive communications from the Chief Auditor on the Internal Audit's
37 performance relative to its plan and other matters
 - Annually evaluate the performance of the Chief Auditor

- 1 • Review and approve remuneration of the Chief Auditor subject to applicable
- 2 Board regulations
- 3 • Make appropriate inquiries of management and the Chief Auditor to determine
- 4 whether there is inappropriate scope or resource limitations.

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13 of the fundamental requirements for the professional practice of internal auditing and for
14 evaluating the effectiveness of Internal Audit's performance.

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17 information, is authorized full, free, and unrestricted access to any and all records,
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20 responsibilities. Internal Audit will also have free and unrestricted access to the Audit
21 Committee.

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24 including matters of audit selection, scope, procedures, frequency, timing, or report
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26 attitude.

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29 procedures, install systems, prepare records, or engage in any other activity that may
30 impair internal auditor's judgment.

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32 evaluating, and communicating information about the activity or process being
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34 circumstances and not be unduly influenced by their own interests or by others in
35 forming judgments.

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37 organizational independence of the internal audit activity.

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13 on the organization.
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15 existence of such assets.
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18 with established objectives and goals and whether the operations or programs
19 are being carried out as planned.
- 20 • Monitoring and evaluating governance processes.
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23 management, and control as appropriate for the University.
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25 performance relative to its plan.
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27 governance issues, and other matters needed or requested by the Audit
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30 management, as appropriate.
- 31 • Investigate allegations of fraud at all LSU institutions.
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33 regulatory agencies, as appropriate, for the purpose of providing optimal audit
34 coverage to the University at a reasonable overall cost.

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44 to changes in the University's business, risks, operations, programs, systems, and
45 controls. Any significant deviation from the approved internal audit plan will be

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2 reports.

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21 Audit's conformance with the Definition of Internal Auditing and the Standards and an
22 evaluation of whether internal auditors apply the Code of Ethics. The program also
23 assesses the efficiency and effectiveness of the internal audit activity and identifies
24 opportunities for improvement.

25 The Chief Auditor will communicate to the President and the Audit Committee on Internal
26 Audit's quality assurance and improvement program, including results of ongoing
27 internal assessments and external assessments conducted at least every five years.

28



June 18, 2019

Dear Members of the Board,

On June 10, 2019, a Committee of the Faculty convened pursuant to PS-104 and received evidence in the matter of Dr. Fang-Ting Liang, a faculty member in the School of Veterinary Medicine. That same day, the Committee of the Faculty issued a recommendation that Dr. Liang be dismissed from the University for cause. The recommendation was unanimous. Dr. Liang was allowed one week from the recommendation to appeal under PS-104(E), but no appeal was received by my office.

I support and approve the recommendation of the Committee of the Faculty. Pursuant to PS-104(E), this matter will be placed on the agenda for the June 28, 2019 meeting of the LSU Board of Supervisors for confirmation.

I offer my sincere appreciation to the Committee of the Faculty and others involved in this process for their time and diligence in performing this task.

Sincerely,

A handwritten signature in black ink that reads "F. King Alexander". The signature is written in a cursive style.

F. King Alexander
LSU President



Board of Supervisors

June 28, 2019

Dr. F. King Alexander
LSU President
3810 W. Lakeshore Drive
Baton Rouge, LA 70808

Re: Contract Amendment

Dear Dr. Alexander,

This letter is to inform you of the Board's intent to amend your letter of appointment dated April 17, 2013 and to seek your agreement. You have announced your desire to reside at the University House located at 2959 E. Lakeshore Drive in Baton Rouge, and this amendment pertains to the occupancy of the residence as well as clarification on the automobile allowance.

The amendments are as follows:

House Allowance: The University House will be provided for your living accommodations. The housing allowance provided in the April 13, 2013 appointment letter will terminate upon your occupancy of the University House.

Automobile Allowance: You will have the option of receiving an automobile allowance of \$15,000 per fiscal year, or receiving access to a vehicle secured by the University (by lease, purchase, or other arrangement). You will be required to meet the administrative terms for compliance with federal and state laws.

The Board would like to take up this matter at the June 2019 Board meeting.

Sincerely,

James M. Williams
Chairman, LSU Board of Supervisors

Agreement by F. King Alexander: _____

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MAY 31, 2019

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MINUTES
REGULAR BOARD MEETING
MAY 31, 2019

1. Call to Order and Roll Call

Mr. James Williams, Chairman, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the Board Room of the University Administration Building at Louisiana State University in Baton Rouge on May 31, 2019.

The office administrator called the roll.

Present:

Mr. James M. Williams, Chairman
Ms. Mary Werner, Chair-Elect
Mr. Ronnie Anderson
Mr. Glenn Armentor
Mr. Jack "Jay" A. Blossman, Jr.
Mr. Richard Brazzel
Mr. B. Wayne Brown
Mr. R. Blake Chatelain
Mr. Robert S. Dampf
Ms. Valencia Sarpy Jones
Mr. Lee Mallet
Mr. James M. Moore, Jr.
Mr. Rémy Voisin Starns
Mr. Robert "Bobby" Yarborough

Absent:

Mr. J. Stephen Perry, Past Chair
Mr. Jimmie Woods

Also present for the meeting were the following: Dr. F. King Alexander, President of LSU; Mr. Tom Skinner, General Counsel for LSU; LSU officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

2. Invocation and Pledge of Allegiance

Monica Aguilero, an LSUA nursing sophomore, led the Pledge of Allegiance.

Eloisa Rubio, an LSUA nursing sophomore, delivered the invocation.

Both students delivered remarks about their experience as an LSUA student.

3. Oath of Office

Mr. James M. Williams administered the Oath of Office to new Board member, Mr. Richard Brazzel, representing as the student member from LSUA.

4. Public Comment

There were no individuals registered for public comment.

5. Committee Meetings

The Board recessed the regular meeting to convene the committee meetings.

5.A. Academic & Research Committee

All items on the Academic & Research Committee agenda were presented by Dr. Stacia Haynie, Provost.

5.A.1. CONSENT AGENDA

- a. Request from LSU A&M for a Letter of Intent for an MS in Financial Economics
- b. Request from LSU Alexandria for a Letter of Intent for a BS in Marketing
- c. Request from LSU Alexandria for a Letter of Intent for a BS in Management
- d. Request from LSUHSC-NO for a Letter of Intent for an M.S. in Epidemiology
- e. Request from LSU A&M for Continued Authorization of the Reilly Center for Media and Public Affairs
- f. Request from LSU HSC-NO for Continued Authorization of the Epilepsy Center
- g. Recommendation to Approve Conferral Dates at the 2019 Summer Commencement Exercises

Upon motion of Ms. Jones, seconded by Mr. Armentor, the Committee voted unanimously to approve the following resolutions of the Consent Agenda:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Master of Science in Financial Economics at LSU A&M, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Bachelor of Science in Marketing at LSU Alexandria, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Bachelor of Science in Management at LSU Alexandria, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Master of Science in Epidemiology at LSU Health Sciences Center – New Orleans, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Request for Continued Approval of the Reilly Center for Media and Public Affairs from LSU A&M, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Request for Continued Approval of the Epilepsy Center from LSU Health Sciences Center – New Orleans, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2019 summer commencement exercises (August 2, 7, 10, 11, 14, 18, and September 14).

5.B. Finance Committee

5.B.1. Supplier Diversity Update

De'Van Stephenson presented the Supplier Diversity update.

5.C. Property & Facilities Committee

Items on the Property & Facilities Committee were presented by Mr. Danny Mahaffey, University Architect

5.C.1. Request from LSU Health Sciences Center - New Orleans to Authorize a Lease Agreement with the City of New Orleans for Air Rights to Construct an Elevated Walkway on the LSUHSC-NO Downtown Campus

Upon motion by Mr. Starns, seconded by Mr. Yarborough, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a Lease Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the City of New Orleans for air rights to an elevated walkway located across a City street within the boundaries of the LSUHSC-NO Downtown Campus.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Lease Agreement such terms and conditions as he deems in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

5.C.2. CONSENT: Request from LSU to Amend the FY 2019-2020 Capital Outlay Budget Request for Louisiana State University to Include the Roadway Improvements at LSU Innovation Park Project

Upon motion by Mr. Starns, seconded by Mr. Chatelain, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2019-2020 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to include the project listed below:

LSU Construction of Roadway Improvements at LSU Innovation Park

Category: New Project

Total Project Cost: \$1,800,000

5.D. Athletics Committee

5.D.1. Request from LSU A&M to Approve Compensation Changes for James T. Moffitt, Head Strength Coach

Ms. Jones, Chair of the Athletics Committee, reported no committee action was required for this request.

- 5.D.2. Request from LSU A&M to Approve Employment Contract with Robert L. "Mickey" Joseph, Jr., Assistant Coach Football

Upon motion by Mr. Anderson, seconded by Mr. Blossman, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Robert L. "Mickey" Joseph, Jr. as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

- 5.D.3. Request from LSU A&M to Approve Employment Contract with Jeffrey J. Clark, Co-Head Coach Gymnastics

Upon motion by Mr. Armentor, seconded by Mr. Blossman, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Jeffrey J. Clark as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

- 5.D.4. Request from LSU Shreveport to Approve Employment Contract with Ashley Holland, Head Women's Soccer Coach

Upon motion by Mr. Armentor, seconded by Mr. Dampf, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Ashley Holland as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

- 5.D.5. Request from LSU Shreveport to Approve Employment Contract with Matthew Strickland, Head Women's Basketball Coach

Upon motion by Mr. Armentor, seconded by Mr. Dampf, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Matthew Strickland as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

5.D.6. Request from LSU Shreveport to Approve Employment Contract with Phillip Bohn, Head Men's Soccer Coach

Upon motion by Mr. Armentor, seconded by Mr. Anderson, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Phillip Bohn as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

6. Reconvene Regular Meeting

After the adjournment of the Committee Meetings, the Regular Board Meeting was called back to order. The roll call was recorded:

Present:

Mr. James M. Williams, Chairman
Ms. Mary Werner, Chair-Elect
Mr. Ronnie Anderson
Mr. Glenn Armentor
Mr. Jack "Jay" A. Blossman, Jr.
Mr. Richard Brazzel
Mr. B. Wayne Brown
Mr. R. Blake Chatelain
Mr. Robert S. Dampf
Ms. Valencia Sarpy Jones
Mr. Lee Mallet
Mr. James M. Moore, Jr.
Mr. Rémy Voisin Starns
Mr. Robert "Bobby" Yarborough

Absent:

Mr. J. Stephen Perry, Past Chair
Mr. Jimmie Woods

7. Approval of the Minutes of the Executive Committee Meeting held on April 16, 2019

Upon motion of Mr. Starns, seconded by Mr. Mallet, the Committee voted unanimously to approve the minutes of the Executive Committee Meeting held on April 16, 2019.

8. Approval of the Minutes of the Board Meeting held on April 26, 2019

Upon motion of Mr. Chatelain, seconded by Ms. Werner, the Board voted unanimously to approve the minutes of the Regular Board Meeting held on April 26, 2019.

9. Personnel Actions Requiring Board Approval

9.A. Personnel Actions Requiring Board Approval

Upon motion by Mr. Yarborough, seconded by Mr. Anderson, the Board voted unanimously to approve the Personnel Action Requiring Board Approval as presented.

9.B. Request to Approve a Recommendation for a Boyd Professorship for Willis Delony

Upon motion by Mr. Anderson, seconded by Mr. Chatelain, the Board voted unanimously to approve the Recommendation for a Boyd Professorship for Willis Delony.

9.C. Request to Approve a Recommendation for a Boyd Professorship for Dr. Gabriela González

Upon motion by Ms. Jones, seconded by Mr. Dampf, the Board voted unanimously to approve the Recommendation for a Boyd Professorship for Dr. Gabriela González.

10. Reports from Council of Staff Advisors and Council of Faculty Advisors

Rachel Henry of the Council of Staff Advisors presented an informational report.

Dr. Ken McMillian presented an informational report.

11. President's Report

Dr. F. King Alexander, President of LSU, advised the Board on various matters including:

Dr. Alexander reported on the record-breaking statistics of graduates from the various campuses. He also noted the high participation of Board members at the commencements.

Dr. Alexander reported on the outlook for fall, incoming students, which should be another record-breaking class.

Dr. Alexander acknowledged the Goldwater Scholars.

Dr. Alexander mentioned LSU was selected as one of the best colleges by Forbes.

Dr. Alexander acknowledged Dr. Dereck Rovaris, LSU Vice Provost of Diversity, as being named the National President of the American Association of Blacks in Higher Education.

Dr. Alexander announced Dr. Nancee Soenson as the newly selected LSU Eunice Chancellor.

Dr. Alexander thanked Dr. Bill Crowe and Dr. Guiyou Huong for their leadership services to LSU Eunice and LSU Alexandria, respectively.

Dr. Alexander announced Mr. Paul Coreil as the interim chancellor of LSU Alexandria.

Dr. Alexander reported on efforts to kickoff fundraisers at LSU Alexandria, LSU Eunice and LSU Shreveport after the successful campaigns launched at the main campus.

12. Reports to the Board

There were two reports presented to the Board.

Upon motion by Mr. Anderson, seconded by Mr. Mallet, the Board voted unanimously to approve the following Reports to the Board:

- A. Revised FY 2019 Audit Plan
- B. 3rd Quarter Informational Report

13. Committee Reports

A motion was made by Mr. Dampf, seconded by Mr. Yarborough, to approve the Committee resolutions there were approved by the Committees. The Board voted unanimously to approve all Committee resolutions.

14. Chairman's Report

Chairman Williams welcomed new student Board member, Richard Brazzel of LSU Alexandria, to the Board of Supervisors.

Mr. Williams remarked on the passing of Mr. Otis Washington, and his impact on LSU Athletics and Louisiana.

Mr. Williams announced the next Board of Supervisors meeting will be held in Baton Rouge on June 28, 2019.