

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**April 9, 2019**

- Item H.1.**     **University of Louisiana at Monroe's** request for approval to split the Tom & Mayme Scott Endowed Chair in Clinical Pharmacy Practice into two Endowed Chairs: (1) Tom & Mayme Scott Endowed Chair in Clinical Pharmacy Practice and (2) Tom & Mayme Scott Endowed Chair for Excellence in Pharmacy.

**EXECUTIVE SUMMARY**

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund, referred to as "8g," which provides for a \$400,000 matching grant to be awarded upon receipt of \$600,000 in private donations for the establishment of an endowed chair. The law further requires that the appropriate management board authorize the establishment of such endowed chairs prior to submission to the Board of Regents for matching funds.

University of Louisiana at Monroe requests approval to split the Tom and Mayme Scott Endowed Chair for Clinical Sciences into two \$1,000,000 endowments resulting in continuation of the Tom and Mayme Scott Endowed Chair for Clinical Sciences and the creation of the Tom and Mayme Scott endowed Chair for Pharmacy Excellence. The new chair will be attached to the Dean position within the College of Pharmacy.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to split the Tom & Mayme Scott Endowed Chair in Clinical Pharmacy Practice into two Endowed Chairs: (1) Tom & Mayme Scott Endowed Chair in Clinical Pharmacy Practice and (2) Tom & Mayme Scott Endowed Chair for Excellence in Pharmacy.***



**Office of the President**

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March 18, 2019

H 1

Dr. James Henderson, President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

The University of Louisiana Monroe (ULM) respectfully requests approval to create a new endowed chair using funds from the Tom & Mayme Scott Endowed Chair in Clinical Pharmacy Practice (Clinical Chair). The new chair would be named the Tom & Mayme Scott Endowed Chair for Excellence in Pharmacy (Excellence Chair). Both the ULM Foundation and the family of the donors support this request (see attachments).

Endowment	Current		Proposed	
	Investment Acct	Operating Acct	Investment Acct	Operating Acct
Tom & Mayme Scott Endowed Chair in Clinical Pharmacy Practice	\$2,397,169.70	\$705,781.36	\$1,197,169.70	\$205,781.36
Tom & Mayme Scott Endowed Chair for Excellence in Pharmacy	N/A	N/A	\$1,200,000.00	\$500,000.00
<b>Total</b>	<b>\$2,397,169.70</b>	<b>\$705,781.36</b>	<b>\$2,397,169.70</b>	<b>\$705,781.36</b>

The Clinical Chair was established in 1997-98 with a \$600,000 donation from Mr. and Mrs. Scott and a \$400,000 match from the Louisiana Board of Regents through its BoRSF Endowed Chairs for Eminent Scholars Program. Despite our best efforts to fill it, the chair has remained vacant since the latest holder's retirement in 2014. As a result, its investment account has now reached \$2,397,169.70 while its operating account is \$705,781.36. These amounts would be adjusted as indicated above.

The university has examined the position's listing and revised the qualifications for the Clinical Chair to broaden the pool of qualified candidates without changing its purpose. Our national search will re-open this semester and target a hire by September 1, 2019.

The Excellence Chair would be assigned each year to the Dean of the College of Pharmacy and used to support research as described in the attached proposal approved by Ms. Betty Scott Cummins, the daughter of the now-deceased original donors. This endowment would align with the BoRSF Endowed

**#TAKEFLIGHT**

Chairs for Eminent Scholars Program and is consistent with the program's goal of enhancing quality research at Louisiana universities by:

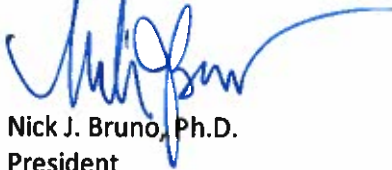
- increasing the number of research faculty who are competitive on a national basis,
- increasing the number of graduates at all levels who possess scientific and cultural literacy and relevant workforce skills,
- targeting funding to a discipline that enhances research infrastructure to nurture the technology transfer of academic research, and
- provide matching funds for federal and private grants that meet the primary goals of the BoRSF.

It also is consistent with ULM's role as a research university whose mission includes the successful education of graduate students and the delivery of services that support economic development. It is appropriate because the research sponsored by it will enhance the state's only public pharmacy program and is consistent with ULM's strategic emphasis on the health sciences.

Required qualifications for the Dean include "a strong record of teaching, service, and scholarly achievement, including competitive extramural funding, consistent with the rank of professor" (see attached job description). These qualifications match many of the expectations desired by BoRSF-matched endowed chairs as listed in the program's Policy. The national search requirement to fill an endowed chair is satisfied by our adherence to the University of Louisiana System Policy FS-III.II.B-1a *Search Policies and Procedures for Positions of Dean or Higher* (attached) because it also requires a national search.

Thank you for consideration of our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Bruno", with a long, sweeping flourish extending to the right.

Nick J. Bruno, Ph.D.  
President

Enclosures (4)



## Tom and Mayme Scott Endowed Chair for Pharmacy Excellence

The University of Louisiana Monroe (ULM) is pleased to submit this proposal to create the ULM Endowed Chair for Pharmacy Excellence. This proposal is to split the Tom and Mayme Scott Endowed Chair for Clinical Sciences into two \$1,000,000 endowments resulting in continuation of the Tom and Mayme Scott Endowed Chair for Clinical Sciences with creation of the Tom and Mayme Scott Endowed Chair for Pharmacy Excellence. The proposed Endowed Chair for Pharmacy Excellence will be attached to the CEO Dean position within the College of Pharmacy. This proposal does not include a request for Louisiana Board of Regents matching funds. A table summarizing the use of the Tom and Mayme Scott Endowed Chair for Clinical Sciences funds to establish the Tom and Mayme Scott Endowed Chair for Pharmacy Excellence can be found below.

Endowments	Capital	Principle	Total
<b>Existing</b>			
Tom & Mayme Scott Endowed Chair – Clinical Pharmacy Practice (92351/98351)	\$705,781.36	\$2,397,169.70	\$3,102,951.06
<b>Proposed</b>			
Tom & Mayme Scott Endowed Chair – Clinical Pharmacy Practice (92351/98351)	\$205,781.36	\$1,197,169.70	\$1,498,372.98
Tom & Mayme Scott Endowed Chair for Excellence in Pharmacy	\$500,000.00	\$1,200,000.00	\$1,700,000.00
Monies are reflective of fund balances as of February 2019			

The Tom and Mayme Scott Endowed Chair for Pharmacy Excellence will facilitate the College of Pharmacy's recruitment and retention of a prominent pharmacy leader with a national/international reputation, who will enhance the College's research enterprise and who will facilitate educational innovation.

The College enrolls approximately 350 PharmD students, 40 PhD students, and 100 undergraduate toxicology students annually. The majority of these students are Louisianans who enter the state/regional labor market, contributing to their own economic status and the needs of the local economy. Consistent with the mission of the University and College, the Endowed Chair holder will focus his/her attention on teaching, research, service, and community engagement that will have a significant impact on the students, community, region, and country. ULM Foundation Investment Policy Statement includes a 4% spend rate. Thus, a \$1,200,000 Chair will generate \$50,000 each year in spendable funds for the holder.

### **Nature and Purpose of the Chair**

The purpose of the Tom and Mayme Scott Endowed Chair for Pharmacy Excellence is to recruit and retain a decanal leader who will combine teaching/education and research/scholarship equally with service to the College, University, area, state, and pharmacy profession. Consistent with the mission of the College of Pharmacy, the Endowed Chair will support the overall research enterprise of the faculty and innovation within the educational mission.

The recipient of the Tom and Mayme Scott Endowed Chair for Pharmacy Excellence will be a nationally recognized leader in pharmacy education, a recognized researcher and scholar, and an innovator in pharmacy education.

### **Alignment of Chair and to College and Campus Mission**

University Mission Statement: *"The University of Louisiana at Monroe seeks students who find value in our programs and prepares them to compete, succeed, and contribute in an ever-changing global society through a transformative education."*

College Mission Statement: *"to educate future health care professionals to meet the diverse pharmaceutical care needs of the people of Louisiana and to serve the professions of pharmacy and toxicology through a balanced program of education, research, service, and patient care."*

Consistent with the mission of the University and College, the Endowed Chair holder will focus his or her attention on research, transformative education, and service that will have a significant impact on the University, region, and state. As detailed further below, the Chair holder will seek to recruit and retain students that will graduate and play a significant role in the regional economy. In addition, the Chair will support the state's current and future healthcare needs by preparing well-qualified graduates who successfully achieve pharmacist licensure. The Chair's execution of these responsibilities will advance the missions of both the College and the University.

### **Context for the Chair's Area of Focus**

The ULM College of Pharmacy is the State's only state-supported pharmacy program. With its 45 full-time faculty members (as of July 2018), the College prepares students for productive careers and responsible citizenship. The College fosters educational excellence by offering a student-centered learning environment that produces high-quality graduates. The programs also benefit students, businesses, and the community at large through research and service.

Over 70% of pharmacist currently practicing in Louisiana are alumni of the College. This prevalence increases to greater than 90% in the northern parishes. Our students are known to be "practice ready" at graduation and our graduate job placement has been 100% for the past 20 years. This regional perception of educational excellence is supported by the College's growing reputation in basic research. The efforts of our basic science faculty have resulted in the College's research ranking moving up to 61<sup>st</sup> nationally out of 143 current pharmacy colleges.

Clinical Sciences research productivity and translational research overall are two areas where the College could improve. The pharmacy profession currently rests at a crossroad that could be advantageous for the College. The pharmacy profession has been stagnant for the past 25 years, in many cases not evolving to meet the changing business environment. Our pharmacy academy quarterly publishes an index of the demand for pharmacists nationally and regionally. In mid- to late-2000, the Pharmacist Demand Index (PDI) averaged around 4.0, indicating that there were many more jobs than pharmacists available. Since 2012, we have seen a progressive decrease in the PDI. Recently, the national PDI dropped to 2.9. When

the PDI is below 3, the environment has more pharmacists than positions resulting in delays or difficulties in graduate job placement.

In terms of pharmacist demand, Louisiana is in a better place than much of the nation. Louisiana's PDI is currently 3.1 and indicates that pharmacist demand continues to be good and our alumni are able to find jobs after graduation. The crossroad, or opportunity, is the paramount need for the pharmacy profession to evolve, to identify new ways of applying the knowledge and skills acquired during the educational process.

Pharmacy practice evolution will require vision, resources, and evidence. The Tom and Mayme Scott Endowed Chair for Pharmacy Excellence will partner with the College to lead evolution of pharmacy practice. Overall, the Endowed Chair will focus on leading research, new program development, and curricular revision that expands the job market for our alumni, pharmacists, and students in Louisiana. This will include development of new pharmacy practice models, creation of pathways for pharmacist engagement in translational research (such as the PharmD/PhD dual degree program), and developing curricula that emphasizes the need for our students to be innovative in their practice of the pharmacy profession. Congruent to these efforts, the Endowed Chair will be integral in seeking, supporting, and implementing educational innovation in efforts to maintain and expand our regional reputation for educational excellence.

#### **Environment into which the Chair will be Integrated**

The three-story Bienville building sits on a 23-acre tract and contains approximately 133,000 sq. ft. of usable space. The building houses the College's Administration, Office of Student Affairs, Office of Public and Alumni Relations and faculty in School of Clinical Sciences and School of Basic Pharmaceutical and Toxicological Sciences. The building also has an adjoining vivarium.

In total there are seven classrooms on the Monroe campus containing audio visual/smart podiums for didactic instruction. Live interactive distance learning capabilities are available in six of the seven classrooms to connect to the College's satellite campuses in Shreveport and New Orleans. A pharmacy care lab provides the COP with instructional laboratory space adequate for practice simulation reflective of contemporary pharmacy practice. The major portion of the lab is dedicated to the activities of dispensing and the extemporaneous preparation of dosage forms.

The College of Pharmacy offers four degree programs that include the Bachelors of Science in Toxicological Sciences (BSTS), Bachelors of Science in Pharmaceutical Sciences (BSPS), the Doctor of Pharmacy (PharmD), and Doctor of Philosophy in Pharmacy (PhD) degrees. Additionally, the College is in the process of develop dual degree programs by partnering with programs across the ULM campus. The first dual-degree program established by the College, the PharmD/MBA, was launched in January 2019.

The College houses two schools. The School of Basic Pharmaceutical and Toxicological Sciences (BPTS) has 14 faculty whose research foci include from environmental toxicology, new drug development/medicinal chemistry, formulations/drug delivery, and the interaction of drug products with biological processes. The School of Clinical Sciences (SOCS) has 31 faculty who research foci include pharmcoepidemiology, professional competency assessment, drug use, and professional social science.

The College contains 25,968 sq. ft. of research space and 24,816 sq. ft. of educational space. Additionally, the College houses a 10,000 sq. ft. vivarium. The vivarium has twelve rooms for housing animals (mice and rats), four surgery rooms equipped with x-ray and imaging devices, cage washing facilities, feed and

litter storage, and office space for staff and conference room. The vivarium is capable of housing a maximum of 3600 animals, depending on the species being used (mice versus rats), size of individual animals, and experimental conditions.

The research infrastructure includes a wide array of core equipment (see ULM College of Pharmacy Equipment 2019 in Appendix A). The College's robust research infrastructure and culture of cooperation and collaboration has led to development of major research emphases in areas that include: 1) cancer research; 2) diabetes; 3) Alzheimer's disease; 4) cardiovascular disease 5) novel drug delivery. 6) drug discovery and 7) environmental toxicology. The existence of significant crossover and overlap between these areas of investigation has led to significant interaction and collaboration among research faculty in the development of grant applications and scholarly publications. This collegiality has bred success, with the College's faculty averaging over 60 manuscripts published annually and with the College's grant funding leading to a 61<sup>st</sup> ranking out of 143 pharmacy programs nationally.

#### **Institutional Commitments to the Chair**

In order to support the success of the holder of the Tom and Mayme Scott Endowed Chair for Pharmacy Excellence, ULM is committed to providing the following resources:

1. Annual base salary equivalent to or exceeding the American Academy of Pharmacy Education median salary for pharmacy college/school deans (note: no endowed chair funds will be used for salary per the Tom and Mayme Scott Foundation);
2. Tenure and rank commiserate with experience and achievement;
3. 2,200 sq. ft. of research space;
4. Undergraduate/graduate/professional student workers as needed (up to 10 hours per week);
5. Appropriate level of supplies and operating services; and
6. Limited teaching load (3-5 lectures per year).

In addition, the Chair will also have the support of ULM's Extended Learning or Teaching Learning Resource Center. The Center will afford the Chair the ability to collaborate and participate in research with a team of cross-disciplinary researchers in a diverse range of fields.

As the leader and Dean of the College of Pharmacy, the Endowed Chair will have broad access to the College's faculty, programs, and resources. The Endowed Chair will work closely with the College's Research Committee to identify and address ongoing research infrastructure needs, faculty development opportunities, and opportunities for inter-school research.

#### **Role of the Chair in Achieving/Expanding College Mission**

The Endowed Chair in Pharmacy Excellence will add value to the ULM College of Pharmacy programs by increasing the prestige and influence of the College at the regional, state, national, and international levels. In addition to providing support in expanding the expertise of the College's faculty, the Chair will also enhance the program by providing advising support and mentorship to students, offering expertise and new perspectives to the pharmacy programs, and by raising the College's profile to attract additional high-caliber talent and competitive research funding.

The following goals and objectives are some of the present expectations for the Endowed Chair, subject to modification as the program develops further:

1. Support the growth and development of faculty research expertise for the purpose of expanding the College's grant productivity and resulting research funding;
2. Evaluate and support research core infrastructure growth and maintenance needs;

3. Expand and promote undergraduate and professional student opportunities to acquire research experiences within the College; and
4. Lead College investment in educational innovation and scholarship.

To accomplish these goals, the Endowed Chair for Pharmacy Excellence will develop and launch several annual programs. Examples of such programs include:

1. Launch and support of a college-wide seed grant and bridge funding program;
2. Implementation of a summer research internship program for undergraduate and professional students;
3. Funding of an external mentor program targeted at research seminar delivery and one-on-one peer mentoring of junior faculty;
4. Funding of routine maintenance contracts and maintenance costs for key core research facilities;
5. Acquisition of core research infrastructure necessary for expansion of College research capabilities; and
6. Funding of student research-related travel.

#### **Expected Qualifications of the Chair Holder**

The Tom and Mayme Scott Endowed Chair for Pharmacy Excellence will be selected through a national search. He/she will be expected to have the following qualifications for initial appointment:

1. An earned PharmD or terminal degree in a closely related field
2. Academic accomplishments suitable for the rank of associate professor or full professor
3. Documented excellence in fostering student learning
4. A record of sustained scholarly productivity
5. A well-developed network within the pharmacy academy
6. Effective communication skills, both spoken and written
7. A proven ability to work with a variety of individuals in an interdisciplinary, professional, collegial manner

#### **Contributions of the Chair**

To maintain the Chair position, it is expected that the holder will accomplish the following on an ongoing basis:

1. Maintain a record of scholarly activity;
2. Provide leadership in the College of Pharmacy through the School of Basic Pharmaceutical and Toxicological Sciences and the School of Clinical Sciences;
3. Lead the professional evolution of pharmacy practice within the State of Louisiana;
4. Establish and maintain collaborative relationships with ULM colleagues as well as scholars at other institutions and the private sector;
5. Pursue professional activities that enhance the reputation of the University;
6. Sustain exceptional, innovative teaching, student advising, mentoring, and leadership in curriculum development; and
7. Contribute to the State's economic development and to solutions for community issues, such as workforce development

#### **Plan for National Search**

The proposed Endowed Chair for Pharmacy Excellence will be attached to the College's CEO Dean position. The existing CEO Dean will assume the responsibilities for the Endowed Chair upon Board of Regents approval. All future CEO Deans and Endowed Chair of Pharmacy Excellence will be identified after performance of a national search.



A search committee consisting of faculty from both schools within the College, students, representatives from ULM, and representatives of area College of Pharmacy alumni/Pharmacy business community will be established by the ULM Vice President for Academic Affairs. Appropriate advertisements will be placed in national outlets such as the Chronicle of Higher Education and the American Academy of Pharmacy Education's Career Center. The position will also be listed on ULM's Human Resources web page. Faculty will also be asked to use their professional networks to help identify potential candidates for the position. Once an appropriate candidate pool has been created, the University's normal search process will be followed, including on campus interviews of selected finalists by faculty, students, and administrators. Special consideration will be made for those candidates that are of underserved populations (e.g. women and minority groups). Additionally, because of the importance of this position, a group of community and pharmacy leaders will be asked to participate in the interview process. Input from the participants in the interview process will be used to determine a recommendation that will be forwarded to ULM's Vice President for Academic Affairs, who will extend the offer.

**Donor-Approved Plans for Adjustment of the Chair's Purpose**

The University respectfully honors the intent of the donor when creating endowments such as an endowed chair. However, the University realizes that changes occur which might necessitate a change in the focus of existing endowments. Therefore, for those rare occasions, the University has created a plan for refocusing endowments that includes the original donor's review and approval. While not expected, in the event that the chair's area of focus or emphasis should evolve or decline in priority or utility, the University will promptly provide the original donor or designated contact with a recommended modification for the purpose of the chair for consideration and written approval.

**BORSF-Matched Chairs**

The Tom and Mayme Scott Endowed Chair for Pharmacy Excellence would be housed in the College of Pharmacy which currently houses two other endowed chairs as detailed in the table below.

Chair Name	Area of Emphasis	Assigned Department/Unit/Center	Affiliated Department/Unit/Center	Current Chairholder
Mary E. & Darrell L. Calhoun Chair in Pharmacology	Basic Pharmaceutical Research	School of Basic Pharmaceutical and Toxicological Sciences	School of Basic Pharmaceutical and Toxicological Sciences	Girish Shah, Ph.D.
Tom and Mayme Scott Endowed Chair for Clinical Sciences	Clinical Pharmacy Research	School of Clinical Sciences	School of Clinical Sciences	Vacant

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**April 9, 2019**

**Item H.2. University of New Orleans' request for approval of a Cooperative Endeavor Agreement with InnoGenomics Technologies.**

**EXECUTIVE SUMMARY**

The purpose of this agreement allows InnoGenomics and the University's Advanced Materials Research Institute (AMRI) to team up on the development of new nanomaterials and testing kit components. InnoGenomics is a Louisiana startup company in the development of innovative genetic testing solutions for applications in forensics and medicine. The purpose of the agreement will be the development of new nanomaterials and testing kit components. Initial projects will focus on the development of components for magnetic nanoparticle supported DNA testing and 3-D printed components for DNA testing kits.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval of a Cooperative Endeavor Agreement with InnoGenomics Technologies.*



THE UNIVERSITY *of*  
**NEW ORLEANS**  
**OFFICE OF THE PRESIDENT**

March 18, 2019

Dr. Jim Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

Dear Dr. Henderson,

The University of New Orleans requests approval of a Cooperative Endeavor Agreement between InnoGenomics Technologies and the University of New Orleans.

The purpose of this agreement allows InnoGenomics and the University's Advanced Materials Research Institute (AMRI) to team up on the development of new nanomaterials and testing kit components.

Thank you for your consideration of this request. Please do not hesitate to contact me should you have any questions.

Sincerely,

John W. Nicklow  
President

**UNIVERSITY OF NEW ORLEANS**  
**COOPERATIVE ENDEAVOR AGREEMENT**

**THIS COOPERATIVE ENDEAVOR**, made and entered into this 25<sup>th</sup> day of April, 2019, by and between the University of New Orleans, a member of the University of Louisiana System, hereinafter referred to as “University,” and/or “UNO” and InnoGenomics Technologies, hereinafter referred to as “Contracting Party” and/or “InnoGenomics”.

**ARTICLE I**

**WITNESSETH:**

1.1 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...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;” and

1.2 WHEREAS, the University desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.3 WHEREAS, the University has the authority to enter into this Agreement as evidenced by its governmental purpose to perform its public higher education mission of instruction, research and public service.

1.4 WHEREAS, the public purpose of the Project is described as: InnoGenomics is a Louisiana startup company in the development of innovative genetic testing solutions for applications in forensics and medicine and the University’s Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. InnoGenomics and AMRI will team up on the development of new nanomaterials and testing kit components. Initial projects, for example, are focusing on the development of components for magnetic nanoparticle supported DNA testing and 3-D printed components for DNA testing kits. The immediate proximity of InnoGenomics to AMRI readily allows for the exchange of ideas, the development of new technologies involving InnoGenomics and AMRI researchers, characterization of materials prepared through this collaboration using AMRI state of the art instrumentation, the training of undergraduate and graduate students in nanomaterials, DNA testing, and 3-D printing, and the development of state and federal research proposals in basic and applied research. Further, the proximity of InnoGenomics to AMRI researchers will serve as a model for the development of other small businesses based on existing AMRI patents on other nanomaterials. All of these aspects of this collaborative agreement will: 1) serve the public through the development of a small business in nanomaterials technologies – InnoGenomics will employ Louisiana workers including students and graduates from UNO; 2) serve to elevate the research programs of UNO faculty through the development of new collaborative projects; 3) will bring in additional federal funding through applied research programs (NSF, DOE, etc.) and small business development grants (SBIR); and 4) will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and InnoGenomics.

1.5 WHEREAS, the University has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.6 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE II** **SCOPE OF SERVICES**

2.1 The Contracting Party shall:

- a) Engage in collaborative research with AMRI researchers involving the development and manufacturing of nanomaterials and 3-D printed kit components.
- b) Work with AMRI researchers to seek state and federal funding in applied research and the development of small business.
- c) Provide internships for UNO undergraduates giving them training in nanomaterials, DNA analysis, and 3-D manufacturing.
- d) Provide training in nanomaterials manufacturing, DNA analysis, and 3-D printing to graduate students that work for collaborating AMRI researchers.
- e) Give seminars at least 2-3 times a year, as part of the AMRI weekly program, on developments in InnoGenomics technologies, nanomaterials manufacturing, DNA analysis, 3-D printing, and small business development. The latter will be especially important for those AMRI faculty that are planning the development of their own small businesses.

## **ARTICLE III** **DELIVERABLES**

3.1 Deliverables:

- a) Collaborative research with AMRI researchers will be established in nanomaterials development and 3-D manufacturing. Planned target areas include nanomaterials for improved forensics analysis and 3-D processing of new components for analysis kits.
- b) InnoGenomics and AMRI researchers will apply for state and federal grants to further InnoGenomics and UNO faculty research; these will include the Board of Regents Industrial ties program and NSF and/or DOE small business grants.
- c) InnoGenomics will host UNO undergraduates in internships in the development and manufacturing of nanomaterials.

d) InnoGenomics researchers will give seminars sharing their expertise in the development of innovative genetic testing solutions for applications in forensics and medicine and the development of small businesses.

**ARTICLE IV**  
**BENEFITS TO CONTRACTING PARTY**

4.1 In consideration of the services described above, the University hereby agrees to provide benefits to the Contracting Party. Benefits will be received/provided in the following manner:

The Contracting Party will receive a reduced rental rate for space in UNO's Science Building. The benefits received by the University are commensurate with the benefits provided to the Contracting Party because the benefits received by the University are more than worth the value of reduced rent. These benefits include: the advancement in AMRI programs in the science and engineering of nanomaterials, development and discovery of new nanomaterials and nanomaterials applications, training of undergraduates through internship opportunities, and seminars on the technology and small business aspects of InnoGenomics.

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the University unless agreed upon in writing by the parties.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

5.1 See Article XLIV.

**ARTICLE VI**  
**NOT USED**

6.1 Not used.

**ARTICLE VII**  
**OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

7.1 It is understood that any intellectual property developed solely by Contracting Party will be owned by Contracting Party. Any intellectual property developed by University will be owned by University. Any intellectual property jointly developed will be jointly owned by respective party. Both parties will make good faith efforts to identify appropriate ownership regarding jointly developed intellectual property. The University and the Contracting Party will enter into a mutually agreeable collaboration/non-disclosure agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the University, provided however, that claims for money due or to become due to Contracting Party from the University may be assigned to a bank, trust company, or other financial institution

without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of the University.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

**ARTICLE X**  
**AUDIT CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

**ARTICLE XII**  
**FISCAL FUNDING (NON-APPROPRIATION) CLAUSE**

12.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the University as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

**ARTICLE XIII**  
**TERM OF AGREEMENT**

13.1 The term of this Agreement shall commence on May 1, 2019 and shall continue in effect until April 31, 2020, unless sooner terminated as provided in Paragraph XLIV. This agreement may be extended for additional periods by mutual agreement of the parties.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its 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 disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XV**  
**INDEMNIFICATION; INSURANCE**

15.1 See Articles XXXVIII and XL.

**ARTICLE XVI**  
**PARTIAL INVALIDITY; SEVERABILITY**

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XVII**  
**ENTIRE AGREEMENT; MODIFICATION**

17.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.



**ARTICLE XVIII**  
**CONTROLLING LAW**

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**ARTICLE XIX**  
**LEGAL COMPLIANCE**

19.1 The University shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

**ARTICLE XX**  
**RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS**

20.1 The Contracting Party is engaged by the University for the purposes set forth in this Agreement. The relationship between the Contracting Party and the University shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, the University.

**ARTICLE XXI**  
**ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION  
COVERAGE**

21.1 The University and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the University shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

**ARTICLE XXII**  
**ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION  
COVERAGE**

22.1 The University and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the University under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only: A. The Contracting Party has been and will be free from any control or direction by the University over the performance of the services covered by this Agreement; B. The services to be rendered by the Contracting Party are outside the normal course and scope of the University's usual business; and C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the University for the purpose of unemployment compensation coverage.

**ARTICLE XXIII**  
**FORCE MAJEURE**

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XXIV**  
**EMPLOYMENT OF STATE PERSONNEL**

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

**ARTICLE XXV**  
**COVENANT AGAINST CONTINGENT FEES**

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the University shall have the right to annul this Agreement without liability or, in University's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE XXVI**  
**REMEDIES FOR DEFAULT**

26.1 See Article XLIV.

**ARTICLE XXVII**  
**NOTICES**

27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

John Wiley  
President's Research Professor and Director of AMRI  
University of New Orleans  
Science Building Room 2064  
New Orleans, Louisiana 70148

Sudhir K. Sinha. Ph.D.  
InnoGenomics Technologies, LLC  
1441 Canal Street, Suite 307  
New Orleans, LA, 70112

**ARTICLE XXVIII**  
**PREMISES**

28.1 **PREMISES.** University owns a tract of property with improvements located at 2000 Lakeshore Drive, New Orleans, LA 70148, hereinafter referred to as "University's Tract", and Contracting Party wishes to lease a part thereof. University agrees to lease and does hereby lease to Contracting Party and Contracting Party does hereby agree to lease and does hereby lease from University, delivery of possession of which is hereby acknowledged, a portion of University's Tract, hereinafter referred to as the "Leased Premises". The Leased Premises shall consist of that portion of the University of New Orleans' Science Building ("Science Building"), an improvement located on University's Tract, totaling approximately 1614 square feet. This included 1108 square feet of laboratory space, 627.5 square feet of laboratory space in Room 2081, 208.1 square feet of laboratory space in Room 2085, and 272.1 square feet of laboratory space in Room 2076. Also included are approximately 447 square feet of office space, 133.4 square feet of office space in Room 2114, 144.7 square feet of office space in Room 2116 and 168.9 square feet of office space in room 2112. The use of the lab benches, sinks and fume hoods are included in this Agreement. Licensee may use other University equipment for an additional charge. The Contracting Party will have shared use of Common Areas as described herein.

**ARTICLE XXIX**  
**NOT USED**

29.1 **NOT USED**

**ARTICLE XXX**  
**RENT**

30.1 **RENT.** Rental rates have been calculated as follows: \$15.30 per square foot for 1108 square feet of laboratory space and \$12.60 per square foot for 447 square feet of office space. This Agreement is made for an annual rent of \$22,584.60 which is an average price per square foot of \$14.52. Rent is payable in a monthly amount of ONE THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 05/100 DOLLARS (\$1,882.05) due on the first day of each month, in advance, to University, at University's permanent mailing address as noted in section 27 of this agreement. Electrical, water, gas, taxes, property insurance, flood insurance, basic ongoing repairs, A/C & heating systems, lawn care, pest control (including termite), fire system maintenance, and waste management are the responsibility of the University. Telephone, internet, cable, janitorial and disposal of waste (other than common trash) are the responsibility of Contracting Party. Parking will be available to Licensee's employees and guests according to UNO's Parking Policies <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

**ARTICLE XXXI**  
**COMMON AREAS**

31.1 **COMMON AREAS.** Contracting Party will have the non-exclusive right, along with the other tenants of the Science Building and their employees and invitees, to use the parking areas, landscaped areas, entrance ways, hallways, elevators, fire stairs, restrooms, loading dock and other areas designated from time to time by University for common tenant use (the "Common Areas"). In using the Common Areas, Contracting Party will not impede the use of the Common Areas by other tenants, and Contracting Party will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. University will have exclusive control and management over the Common Areas and will have the right, from time to time, to establish rules and regulations with respect to the use of the Common Areas, to restrict parking by employees of Contracting Party to designated parking areas, to close temporarily any portion of the Common Areas, and to increase, reduce, reconfigure, or change the Common Areas in any way University determines to be necessary or desirable. University will have no liability to Contracting Party by reason of any such closure, increase, reduction, reconfiguring, or other change in the Common Areas.

Contracting Party shall use its best efforts to cause its agents, employees, permittees and invitees to keep the Common Areas in good condition. Any dispute between Contracting Party and any other tenant on University's Tract regarding the repair, upkeep, maintenance, and appearance of the Common Areas or use of the Common Areas shall be resolved by a meeting with the parties and an agreement between the parties. University shall decide what, if any, repairs, upkeep, and maintenance shall be performed to the Common Areas and University shall select the contractor to perform any such repair, upkeep, and maintenance.

**ARTICLE XXXII**  
**USE OF PREMISES**

32.1 **USE OF PREMISES.** Contracting Party may use the Leased Premises only for conducting research related to innovative genetic testing solutions for applications in forensics and medicine. Contracting Party shall not cause or permit any hazardous or toxic substances to be present on or about University's Tract. The Common Areas are for the use of Contracting Party and University and all of University's tenants on University's Tract. Contracting Party shall not make any use of Leased Premises and Common Areas in violation of any statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the premises or increase the fire or insurance hazard by any use thereof.

**ARTICLE XXXIII**  
**REPAIRS, UPKEEP AND MAINTENANCE**

33.1 **REPAIRS, UPKEEP AND MAINTENANCE.** Contracting Party shall keep the Common Areas and Leased Premises in as good condition as they were in when received, caring for them as a prudent administrator would care for his own property.

University shall be responsible for all ordinary upkeep, maintenance, and repairs to the Leased Premises arising from use of the premises except those repairs which are necessitated in whole or in part by the fault or neglect of Contracting Party. University shall select the contractor to perform any such upkeep, maintenance, and repairs. University shall be responsible for extraordinary repairs to the structure and roof of the building except those repairs which are necessitated in whole or in part by the fault or neglect of Contracting Party.

Contracting Party shall provide, install and pay all costs and expenses associated with equipment he may need to conduct his business and operations from the Leased Premises.

At the termination of this Agreement, by expiration of the term or otherwise, Contracting Party shall return Leased Premises in as good an order as they were when received, free from any contamination or pollution.

#### **ARTICLE XXXIV** **CONTAMINATION OR POLLUTION**

34.1 **CONTAMINATION OR POLLUTION.** Contracting Party and their employees shall use their best efforts to keep University's Tract free from any and all contamination and pollution, whether resulting from any overflow, discharge, spill, or other release of toxic or hazardous substances or otherwise. Contracting Party agrees to notify University immediately of any and all contamination or pollution on or about University's Tract, including but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products on or about University's Tract irrespective of the cause of such.

Contracting Party and their employees shall conform to any and all federal, state, or local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of all hazardous or toxic substances and shall use their best effort to cause their permittees and invitees to conform thereto, and Contracting Party will save and hold University harmless for any charge or liability resulting from same. Contracting Party shall promptly reimburse University for Contracting Party's pro rata share of any costs, charges or assessments related to any environmental monitoring by any governmental entity or regulatory authority that resulted from contaminants caused by Contracting Party, which shall be considered as additional rent. If contaminants were caused by University, University will pay all of the associated costs listed above.

#### **ARTICLE XXXV** **RENOVATIONS, ALTERATIONS AND IMPROVEMENTS**

35.1 **RENOVATIONS, ALTERATIONS AND IMPROVEMENTS.** Contracting Party shall not construct any improvements on or make any renovations or alterations to the Common Areas or Leased Premises without first obtaining the written consent of University. All such renovations, alterations, and improvements constructed by Contracting Party shall become the property of University upon expiration or termination of this Agreement unless University requires removal of all or part of such improvements by Contracting Party, in which event such

improvements as may be designated by University shall be removed by Contracting Party, at Contracting Party's expense, within thirty (30) days of the expiration or termination of this Agreement. Damages, if any, caused by such removal shall be repaired at Contracting Party's expense.

Any and all installations, improvements or other work performed by or for Contracting Party to the Leased Premises shall, upon termination of this Agreement, become property of the University.

Prior to the commencement of any of the renovations, alterations, or improvements described herein above, Contracting Party shall promptly notify University, in writing, of all construction work being undertaken or planned, the costs and expenses thereof, all purchase orders or agreements therefore, and the dates upon which Contracting Party shall pay such costs and expenses. Upon request by University, Contracting Party shall promptly furnish University with copies of all such documents. All renovations, alterations, or improvements shall be done in a thoroughly workmanlike manner and at the sole cost and expense of Contracting Party, all of which costs and expenses shall be promptly and timely paid by Contracting Party.

#### **ARTICLE XXXVI** **BONDING OUT LIENS**

36.1 BONDING OUT LIENS. In the event Contracting Party makes any renovations, alterations, or improvements as provided herein, and a laborer's or material man's lien is filed against University's Tract or any part thereof as a result of said renovations, alterations or improvements, Contracting Party shall promptly deposit with the recorder of mortgages of Orleans Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana Revised Statute 9:4835, as amended.

#### **ARTICLE XXXVII** **ASSIGNMENT AND SUBLEASE**

37.1 ASSIGNMENT AND SUBLEASE. Contracting Party shall not have the right to sublease and/or assign any portion of the Leased Premises.

#### **ARTICLE XXXVIII** **INSURANCE**

38.1 INSURANCE. University shall obtain and maintain fire and extended coverage insurance on University's Tract and such insurance shall be for the sole benefit of University. All proceeds, payments, and rights to proceeds and payments made by an insurer pursuant to said policies are payable only to University and Contracting Party shall not be a beneficiary of said policies. Any insurance payments or proceeds shall be used to repair and restore, to the extent possible, the Common Areas and Leased Premises to their pre-damage condition; however, University shall not be obligated to make repairs to the extent that the cost of such repairs exceeds the amount of the insurance payments or proceeds actually received.

Contracting Party shall, at their own cost and expense, obtain and maintain such other insurance as it deems desirable on the property and improvements of Contracting Party located on or about the Leased Premises. Contracting Party shall, at all times during the term of this Agreement, at their own cost and expense, fully protect themselves and University against loss or liability by carrying Workers' Compensation and public liability insurance with responsible insurance companies authorized to do business in Louisiana, insuring against all hazards and risks to which they may be subjected in connection with their operations on the Leased Premises and Common Areas. University shall be named as an additional insured. Without limiting the generality of the foregoing:

a) Contracting Party shall carry an Employer's Liability and Workers' Compensation Liability Insurance policy for full coverage and protection against liability to employees.

b) Contracting Party shall secure and keep in force, during the performance of the operations on the Leased Premises and Common Areas, such public liability and property damage insurance as shall protect them and the University from any and all claims for personal injury, including death, as well as claims for property damage, which may arise from Contracting Party's operations on the Leased Premises or Common Areas. The amount of such public liability insurance shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including death, to any one person, and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) as the result of any one accident. General liability insurance for property damage shall be in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for any one accident.

Prior to or subsequent to the commencement of this Agreement, Contracting Party, upon demand by University, shall furnish certificates of all insurance policies required in connection with this agreement as aforesaid, which policies shall be issued to Contracting Party and/or University, as their interests may appear, together with certificates certifying to University that all said insurance is in force and that said insurance will not be canceled or otherwise changed or modified during the term of this agreement without notifying University in writing at least thirty (30) days in advance of such cancellation.

Should Contracting Party's insurance be cancelled for any reason, University has the non-exclusive option, but not the obligation, of obtaining insurance coverage for the benefit of Contracting Party, the cost of which Contracting Party must pay and reimburse University promptly upon demand as additional rent.

#### **ARTICLE XXXIX** **DESTRUCTION OF PREMISES**

39.1 **DESTRUCTION OF PREMISES.** If the Leased Premises shall be destroyed or damaged by fire or otherwise during the term of this Agreement, the University shall restore the Leased Premises to substantially its former condition as promptly as is reasonably possible, the cost of which is limited to insurance payments or proceeds actually received as provided above. During any period in which Contracting Party is unable to occupy the premises on account of such damage, the rent due under this Agreement for said period shall be abated. In

case the damage by fire or otherwise substantially reduces the use of the Leased Premises by the Contracting Party, but does not wholly prevent the reasonable use thereof, then, in such case, the rents due under this Agreement shall be abated in proportion to the diminished utility of the Leased Premises.

**ARTICLE XL**  
**INDEMNITY**

40.1 INDEMNITY. Contracting Party's assuming possession of the Leased Premises and Common Areas constitutes an admission that Contracting Party has examined them and found them in good and safe condition at that moment. Contracting Party agrees to hold University harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused by Contracting Party or others by any vice or defect of the Leased Premises and/or Common Areas caused in whole or in part by any act or omission by Contracting Party. Contracting Party expressly assumes all such liability, and Contracting Party agrees to indemnify and to hold University harmless from any loss, injury, or damage (including costs and reasonable attorney's fees) to any person or persons whomsoever, other than employees or invitees of University caused by Contracting Party, or to the property of any persons whomsoever arising out of the occupancy or use of the Leased Premises or Contracting Party's use of the Common Areas. Likewise, University agrees to indemnify and hold Contracting Party harmless for any loss, injuries, or damages caused by any latent defect in the property that could not be reasonably be detected by Contracting Party

**ARTICLE XLI**  
**AMUSEMENT DEVICES AND VENDING MACHINES**

41.1 AMUSEMENT DEVICES AND VENDING MACHINES. Contracting Party shall not maintain or otherwise allow any currency, coin or token operated amusement devices or video games on or about the Leased Premises or Common Areas. Contracting Party shall not maintain or otherwise allow any type of vending machine on or about the Leased Premises or Common Areas without University's prior consent.

**ARTICLE XLII**  
**IMAGE REQUIREMENT**

42.1 IMAGE REQUIREMENT. Contracting Party shall keep the Leased Premises and Common Areas in a clean and orderly condition to the satisfaction of University. Contracting Party shall not make use of outdoor advertising materials without University's prior consent. Contracting Party shall keep the Leased Premises in accordance with the image standards required by University.

**ARTICLE XLIII**  
**INSPECTION OF LEASED PREMISES AND OTHER**

43.1 INSPECTION OF LEASED PREMISES AND OTHER. The University and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises at any reasonable time for any lawful purpose; provided, however, that the foregoing



shall be done with reasonable notice and without substantial interruption to or interference with the business being transacted therein. University may place any signs or markings on or about the Leased Premises and/or Common Areas relating to the leasing, sale or other disposition of the Leased Premises, University's Tract, or any part thereof. University shall also be entitled to allow others to inspect the Leased Premises in the event of any prospective lease, sale or other disposition of the Leased Premises, University's Tract or any part thereof.

#### **ARTICLE XLIV DEFAULT**

44.1 **DEFAULT.** At the option of University, the rent for the unexpired term of this Agreement shall become due if any of the following listed events occur and Contracting Party fails to remedy same after having been given thirty (30) days prior written notice at the addresses herein designated:

- (a) If Contracting Party fails to pay any installment of rent, additional rent or expenses assumed by Contracting Party in this Agreement promptly, as stipulated.
- (b) If Contracting Party fails to comply with any of the provisions and/or conditions contained herein.
- (c) If the Leased Premises or Common Areas are abandoned or cease to be actively occupied and used for business purposes for a period in excess of thirty (30) days.
- (d) If any lien, privilege or other encumbrance is imposed or is filed against University's Tract or any portion thereof as a result of any act or omission by Contracting Party.

If any event listed above occurs, University shall have the further options to cancel this Agreement immediately, or proceed for past due installments of rent only, reserving the right to proceed for remaining installments later.

If Contracting Party fails or refuses to permit University to reenter the premises, University shall have the right to evict Contracting Party in accordance with the provisions of Louisiana law, without forfeiting any of University's rights under this Agreement. Failure to strictly and promptly enforce any of the conditions of this Agreement shall not operate as a waiver of University's rights hereunder.

#### **ARTICLE XLV ATTORNEY'S FEES**

45.1 **ATTORNEY'S FEES.** On claims by University to collect fees owed by Contracting Party, Contracting Party shall pay University's costs and attorney's fees if University prevails as to any portion of such a claim. If Contracting Party prevails University will pay Consulting Party's costs and attorney's fees. Should either party fail to pay any sums due to other party under this Agreement, such sums shall bear interest at the rate of twelve percent (12%) per annum or the maximum amount allowed by Louisiana law from date due until paid.

**ARTICLE XLVI**  
**WAIVER**

46.1 **WAIVER.** The waiver by University of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder.

No term, covenant, condition or provision of this Agreement shall be deemed to have been waived by University, unless such waiver is in writing by University.

**ARTICLE XLVII**  
**HOLDOVER BY CONTRACTING PARTY**

47.1 **HOLDOVER BY CONTRACTING PARTY.** If Contracting Party shall not immediately surrender possession of the Leased Premises or Common Areas upon the expiration of this Agreement, Contracting Party, at the option of University, shall thereafter become a Contracting Party from month-to-month at a monthly rental equal to one and one-tenth times the previous month's rent installment, subject to all other conditions, provisions, and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy, and Contracting Party shall indemnify University against loss or liability resulting from Contracting Party's delay in so surrendering the Leased Premises or Common Areas including, but not limited to, reasonable attorney's fees and any claim made by a succeeding Contracting Party founded on such delay.

**ARTICLE XLVIII**  
**UNIVERSITY'S RIGHT TO CURE DEFAULTS**

48.1 **UNIVERSITY'S RIGHT TO CURE DEFAULTS.** University, at any time and without notice, may, but shall not be obligated to, cure any default by Contracting Party of any of Contracting Party's obligations under this Agreement; and whenever University so elects, all costs and expenses incurred by University in curing any default, including, but not limited to, reasonable attorney's fees, together with interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Contracting Party to University on demand, and shall be recoverable as additional rent.

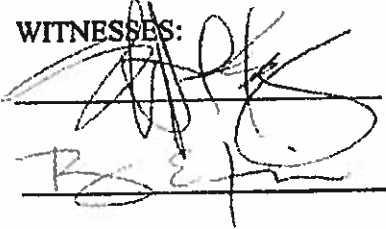
**ARTICLE XLIX**  
**SUBSTITUTION OF PREMISES**

49.1 **SUBSTITUTION OF PREMISES.** University reserves the right to substitute for the Leased Premises comparable premises within the UNO campus (University's Tract) upon sixty (60) days prior written notice to Contracting Party. If University elects to make this substitution, the substitute premises will be leased to Contracting Party at the same Rent that Contracting Party is required to pay under this Agreement, and on the other terms of this Agreement, and University will pay all of Contracting Party's reasonable relocation costs, including, but not limited to, moving and telecommunications (including internet services).

**ARTICLE L**  
**COMPLIANCE WITH RULES AND REGULATIONS**

50.1 **COMPLIANCE WITH RULES AND REGULATIONS.** Contracting Party and Contracting Party's employees, agents, and visitors shall observe and comply with the Rules and Regulations that are annexed hereto and made a part hereof as Exhibit "A" and all other reasonable rules and regulations that University may from time to time adopt. Additional rules and regulations will not be binding on Contracting Party until University has given Contracting Party notice of said rules and regulations. **THUS DONE AND SIGNED AT New Orleans, Louisiana, on the 25<sup>th</sup> day of April, 2019.**

WITNESSES:

  
\_\_\_\_\_  
\_\_\_\_\_


University of New Orleans

  
\_\_\_\_\_  
Gregg Lassen

Vice President for Business Affairs

**THUS DONE AND SIGNED AT New Orleans, Louisiana, on the 22<sup>nd</sup> day of January, 2019.**

WITNESSES:

  
\_\_\_\_\_  
\_\_\_\_\_

Contracting Party

  
\_\_\_\_\_  
Sudhir K. Sinha

Chief Executive Officer

## EXHIBIT A

Firearm-free Zone <http://www.uno.edu/upd/weapons.aspx>

Tobacco Free Campus Policy <http://www.uno.edu/president/administrative-policies/documents/AP-OP-04.3-Tobacco-Use-Free-Campus.pdf>

Alcohol and Drugs <http://www.uno.edu/president/administrative-policies/documents/AP-SA-02.2-Alcohol-and-Drugs-4-30-14.pdf>

Accident Reports Involving Non-Employees <http://www.uno.edu/president/administrative-policies/documents/AP-OP-12.2-Accident-Reports-Involving-Non-Employees.pdf>

UNO Disaster/Emergency Plans [http://www.uno.edu/president/administrative-policies/documents/AP-OP-09.2\\_UNO\\_Disaster\\_Emergency\\_Plans.pdf](http://www.uno.edu/president/administrative-policies/documents/AP-OP-09.2_UNO_Disaster_Emergency_Plans.pdf)

Parking and Traffic Regulations <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**April 9, 2019**

**Item H.3.**     **University of Louisiana System's** recommendation to approve Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2019-20.

- Grambling State University
- Louisiana Tech University
- McNeese State University
- Nicholls State University
- Northwestern State University
- Southeastern Louisiana University
- University of Louisiana at Lafayette
- University of Louisiana at Monroe
- University of New Orleans

**EXECUTIVE SUMMARY**

The nine universities request approval to increase rates for resident and meal plan services as per the attached schedules. As has been past practice, System staff requested that campuses submit adjustments to their service rates for the upcoming academic year. Campuses consider a number of variables when considering adjustments to rates including contractual obligations, cost of operations, and/or market limitations. Campuses submitted their revised rates based upon their respective service offerings; therefore, campus offerings and rates vary accordingly.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana System's recommendation for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2019-20:*

- *Grambling State University*
- *Louisiana Tech University*
- *McNeese State University*
- *Nicholls State University*
- *Northwestern State University*
- *Southeastern Louisiana University*
- *University of Louisiana at Lafayette*
- *University of Louisiana at Monroe*
- *University of New Orleans*

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**April 9, 2019**

**Item H.4. University of Louisiana System's report on internal and external audit activity for the period of February 17 to April 4, 2019.**

**EXECUTIVE SUMMARY**

Within the Board folder is a list of internal and external audits completed by various auditors since the last Board meeting. The internal audit reports are prepared based upon independent review of university departments and functions. Also included are internal audits that are currently in progress and a follow-up timetable to ensure recommendations in prior reports are acted upon.

External audits are generally conducted in accordance with laws, regulations, or contracts. The Board of Regents issued two audits on its Review of the Statewide Completers System Reporting for McNeese and Nicholls, and one audit of the Review of the Financial Aid Data System for Nicholls.

This is a report only and no action by the Board is necessary.