

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

**FACILITIES PLANNING COMMITTEE**

**September 3, 2020**

**Item G.1.** Louisiana Tech University's request for approval to name rooms in the College of Education's Woodard Hall.

**EXECUTIVE SUMMARY**

The Louisiana Tech University College of Education seeks approval to name the following rooms in the College of Education's Woodard Hall: Room 135 - "*Boulware SciTEC Learning Lab*" and Rooms 140 and 141 - "*Boulware IDEA Place*."

The College of Education is very grateful for the multi-year support from Doug and Sandra Boulware for the renovation and establishment of two new learning spaces in Woodard Hall. Doug and Sandra Boulware caught Dean Don Schillinger's vision and agreed to invest in the initial project of the SciTEC Learning Lab, knowing it would drive momentum for the establishment of a STEM education showcase.

Doug and Sandra Boulware have given generously to the College of Education and Department of Athletics for several years. Mr. Boulware is a double College of Education graduate ('80 and '93), former football student-athlete, and was recently honored as the 2018 College of Education Distinguished Alumnus. He leads Priority Management Services, which owns and operates skilled nursing facilities and hospitals in Louisiana and Texas. His service to the community includes the Louisiana Nursing Home Association and prior service to the Louisiana Free Pharmacy and Central Louisiana Free Pharmacy Associations, as well as President of the Board of Ward 10 Dixie Youth Baseball. They previously supported the Dean's Discretionary Fund to send *UTeachTech* students to annual conferences. Their support of the Athletics Department includes a major gift to a future facility project focused on academic excellence and strong annual fund support.

**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 Louisiana Tech University's request for approval to name rooms in the College of Education's Woodard Hall: Room 135 - "Boulware SciTEC Learning Lab" and Rooms 140 and 141 - "Boulware IDEA Place."***



G.1.

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Please find attached a request for approval to name three specific spaces within the College of Education's Woodard Hall in recognition of Doug and Sandra Boulware.

Doug and Sandra Boulware have shown tremendous support to the advancements associated with the College of Education's Woodard Hall, and more specifically the SciTec Learning Lab as well as the Idea Place.

If approved, room # 135 will be named the "Boulware SciTEC Learning Lab" and rooms # 140 & #141 will be named the "Boulware Idea Place".

Your approval of this contract is very much appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

mol  
Attachments

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY



College of Education  
Office of the Dean

***Ladies and Gentlemen of the Board of Supervisors for the University of Louisiana System:***

We are extremely grateful for your support of the advancements associated with the College of Education's Woodard Hall. The improved spaces were a leadership priority to provide a premiere teaching and learning environment aligned with the vision and mission for STEM programming at Louisiana Tech University. These renovated classrooms are intended to be the centerpieces for professional development, action research, and teaching and learning associated with STEM education. These new, technology-rich instructional environments will benefit hundreds of Louisiana Tech University students each year as well as numerous other stakeholders in our community, region, and state.

The renovation of the 1,200 square foot Science and Technology Center (SciTEC) Learning Lab was the first step in a larger vision for Woodard Hall. Collaborative workspaces and the latest technology distinguish this room as the premiere classroom in Woodard Hall, and it is home to UTeachTech, Louisiana Tech's degree pathway for secondary educators in math and science. It is also utilized for hosting professional development and other outreach activities for the College of Education.

The renovation of the 3,350 square-foot, 25-year-old former math and science discovery IDEA Place into two innovative learning studios, fully integrated with technology for teaching and discovery will allow all students to be immersed in an engaging environment that emphasizes collaboration. The IDEA Place will serve two A.E. Phillips Laboratory School middle school science and math classes during the week and College of Education students, particularly the UTeachTech program, in the evenings and weekends. The learning studios are flexible and provide necessary space for other stakeholder groups such as alumni events, regional robotics competitions, and state-wide professional development opportunities.

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name the following spaces in the College of Education's Woodard Hall:

Room 135: **"Boulware SciTEC Learning Lab"**

Rooms 140 and 141: **"Boulware IDEA Place"**

Doug and Sandra Boulware have given generously to the College of Education and Department of Athletics for several years. Mr. Boulware is a double College of Education graduate ('80 and '93), former football student-athlete, and was recently honored as the 2018 College of Education Distinguished Alumnus. He leads Priority Management Services, which owns and operates skilled nursing facilities and hospitals in Louisiana and Texas. His service to the community includes the Louisiana Nursing Home Association and prior service to the Louisiana Free Pharmacy and Central Louisiana Free Pharmacy Associations, as well as President of the Board of Ward 10 Dixie Youth Baseball. They previously



LOUISIANA TECH  
UNIVERSITY

College of Education  
Office of the Dean

supported the Dean's Discretionary Fund to send UTeach*Tech* students to annual conferences. Their support of the Athletics Department includes a major gift to a future facility project focused on academic excellence and strong annual fund support. Naming both spaces after Doug and Sandra Boulware is an appropriate way of honoring their loyalty and continued generosity to our great institution.

Sincerely,



**GIFT AGREEMENT  
BETWEEN  
LOUISIANA TECH UNIVERSITY,  
LOUISIANA TECH UNIVERSITY FOUNDATION, INC., AND  
DOUG AND SANDRA BOULWARE**

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This agreement, dated this 3rd day of May, 2019 between Doug and Sandra Boulware, 3409 Dartmouth Ave. Dallas, TX 75205 (collectively referred to as “Donor”), Louisiana Tech University (“University”), and the Louisiana Tech University Foundation, Inc. (“Foundation”) is as follows:

**WHEREAS**, the Donor desires to make a gift to the University for the benefit of the College of Education (“the Building”), and

**WHEREAS**, the University is relying on the proceeds of said gift to construct and/or equip the Building at Louisiana Tech University, and

**THEREFORE**, the parties do hereby agree as follows:

1. The Recitals to the Agreement are true and correct and are incorporated herein.
2. The Donor pledges the sum of \$500,000.00 to be paid in full by June, 2019.

*Money is designated for the following:*

\$500,000.00 gift for the College of Education IDEA Place Renovation

The gift will be used as follows:

- a. Donor’s gift is to be used first for the construction of and/or equipment in the Building and future programming. In the event funds exceed the costs of construction

and furnishings, state-of-the-art technology and related equipment specified above, all remaining funds will be at the discretion of the Dean of the College of Education.

- b. University and Donor agree that in recognition of and the University's reliance on the Donor's support of Five Hundred Thousand Dollars (\$500,000.00 dollars) and relationship with the University, the newly renovated IDEA Place will be named to honor Doug and Sandra Boulware and will be agreed upon prior to construction.
  - c. The named space for Doug and Sandra Boulware will be designated as such by appropriately designed and placed signage.
  - d. Donor grants the University full and complete rights to use the name so selected by the Donor for all purposes related to the College of Education and Louisiana Tech University.
3. The parties agree that this naming is contingent upon and subject to prior approval by the President of Louisiana Tech University and the Board of Supervisors of the University of Louisiana System.
  4. If, in the future, a space use change or renovation affects the naming opportunity specified in the agreement, the University will make reasonable attempts to inform the Donor if possible. University agrees that it will retain the name chosen by donor for a term of not less than twenty years provided the building is in use by the College of Education during that period of time.
  5. If, in the opinion of the President of the University, with concurrence of the Dean of the College of Education and the Executive Committee of the Louisiana Tech University Foundation, all or part of the gift cannot, in the future, be applied usefully to the above purposes or if the purpose cannot be achieved because of a future change in law or

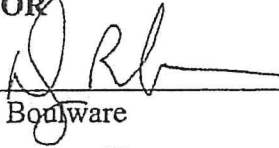
unforeseeable circumstances, it may be used for any related purpose which, in the opinion of the President of the University, with concurrence of the Dean of the College of Education and the Executive Committee of the Louisiana Tech University Foundation, will most nearly accomplish the wishes of the Donor as expressed herein.

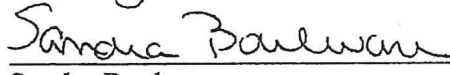
6. It is understood by all parties that the undertaking of any facility construction, development, or addition must be approved by the Board of Supervisors for the University of Louisiana System and the Office of Facility Planning and Control for the State of Louisiana. Nothing herein shall be interpreted as requiring the University to undertake construction or commence any capital project without all required approvals.
7. The Foundation may, in accordance with its policies and procedures, assess a 2% fee, not to exceed ten thousand dollars (\$10,000.00) from the gift to the unrestricted general operation funds of the Foundation in order to defray its operation expenses.
8. By mutual consent of the University and the Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written and signed addenda, which shall form part of this Agreement.
9. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Louisiana. This Agreement also supersedes all other agreements and understanding, both oral and written, between the parties relating to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement.

Signed this 15<sup>th</sup> day of May, 2019.

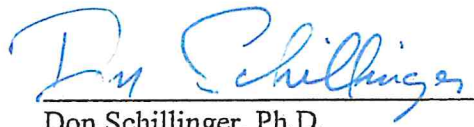
DONOR

  
\_\_\_\_\_  
Doug Boulware

  
\_\_\_\_\_  
Sandra Boulware

Signed this 16<sup>th</sup> day of May, 2019.

LOUISIANA TECH UNIVERSITY

  
\_\_\_\_\_  
Don Schillinger, Ph.D.  
Dean, College of Education

Signed this 16 day of may, 2019.

LOUISIANA TECH UNIVERSITY  
FOUNDATION, INC.

  
\_\_\_\_\_  
Brooks Hull  
Vice President for University Advancement



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

**FACILITIES PLANNING COMMITTEE**

**September 3, 2020**

**Item G.2.** McNeese State University's request for approval to enter a facilities lease agreement with the Southwest Louisiana Charter Academy Foundation to further the services currently being provided in the Educational Services Agreement.

**EXECUTIVE SUMMARY**

At its June 21, 2018 meeting, the Board of Supervisors approved an Educational Services Agreement between McNeese and the Southwest Louisiana Charter Academy Foundation, Inc. (LCCP). The agreement established terms for McNeese to provide agreed-upon services to the LCCP. Both McNeese and LCCP continue to benefit from their relationship.

The Parties would now like to enter into a facilities lease agreement where the LCCP would occupy three offices and a reception area in Farrar Hall, the same building occupied by the Burton College of Education (BCOE). The leased space would be 851 square feet, and LCCP would pay \$1,000 per month for the space. The lease would begin on September 1, 2020 and end on June 30, 2021. The lease would allow for annual renewals if both parties agree.

Having LCCP within the education building allows for a stronger partnership between the two entities. Part of the Educational Services portion of the Service Agreement relates to dual enrollment courses, and having LCCP on the MSU campus, the entities could communicate more efficiently about offerings, placement of students, etc. Proximity of BCOE leadership/faculty with LCCP LEA members supports the notion of more frequent and direct discussion about strategic improvement.

**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 McNeese State University's request for approval to enter a facilities lease agreement with the Southwest Louisiana Charter Academy Foundation, Inc.*

***BE IT FURTHER RESOLVED,** that McNeese State University shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.*

***BE IT FURTHER RESOLVED**, that the President of McNeese State University and his or her designee is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of McNeese State University.*

***AND FURTHER**, that McNeese State University will provide the System office with copies of all final executed documents for Board files.*



G.2.

August 6, 2020

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

Dear Dr. Henderson:

McNeese State University requests approval to enter into a facilities lease agreement with the Southwest Louisiana Charter Academy Foundation, Inc. to further the services currently being provided in the Educational Services Agreement.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 27, 2020 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

## Facilities Lease Agreement

This Facilities Lease Agreement, effective September 1, 2020, is entered into by and between the Board of Supervisors for the University of Louisiana System, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of McNeese State University, represented herein by the University President, Daryl V. Burckel, hereinafter referred to as “MSU” and the Southwest Louisiana Charter Academy Foundation, Inc., a Louisiana non-profit corporation, d/b/a Lake Charles College Prep, represented herein by Ulysses Gene Thibodeaux, President, hereinafter referred to as “Foundation.”

**WHEREAS**, in June 2018, McNeese State University and the Southwest Louisiana Charter Academy Foundation, Inc. (Foundation) entered into an education service provider agreement for McNeese State University (MSU) to provide educational services to the Foundation;

**WHEREAS** both MSU and Foundation have benefited from this relationship;

**WHEREAS** both MSU and Foundation now recognize a need for Foundation to have available office space physically located on the MSU campus to further MSU services to the Foundation and for other mutual benefits recognized by both Parties;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

### **Lease of Property**

MSU (Lessor), in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Foundation (Lessee) hereby agrees shall be paid, kept and performed by Foundation, does hereby lease, let, demise and rent exclusively unto Foundation, and Foundation does hereby rent and lease from MSU the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated the MSU campus, to-wit:

**Farrar Hall, Suite 135, a-d, with a reception area and 3 offices within the suite totaling 851 square feet.**

### **Term of Lease:**

This Lease shall begin on September 1, 2020 and shall terminate on June 30, 2021. This agreement may be renewed annually with mutual agreement of McNeese State University and Southwest Louisiana Charter Academy Foundation, Inc. If this lease is renewed by the Parties, the renewed lease term shall begin on July 1 and shall terminate

## **Facilities Lease Agreement**

on June 30. This lease may renewed annually with mutual agreement between the Parties.

### **Termination for Convenience**

MSU may terminate this agreement for convenience and require LCCP LEA to vacate the office space with 30 days' notice for any reason.

### **Rent**

The Foundation shall pay rent to MSU in the amount of \$1,000 per month due by the first of the month.

### **Operating Costs**

MSU shall pay for general operating costs for the lease property, including utilities, custodial, maintenance, and other costs reasonably incurred with the general operation of the Leased Property.

### **Improvements**

Foundation may not make any material or permanent alterations to the lease property without advance written consent of MSU. Improvements of a temporary or removable nature may be made by the Foundation, at Foundation's own expense, and upon Foundation's own responsibility. Upon termination of this lease, Foundation must put the lease property in a condition equal to the condition of the property before construction of such improvements.

### **Indemnification and Minimum Insurance**

Foundation agrees to protect and indemnify MSU from the claims of all parties for property damages, personal injuries, death, or other loss of any kind, without exception, which may arise directly or indirectly from the condition of the leased premises and/or from the operations or activities to be carried out by Foundation, its agents or employees on the leased premises.

Foundation agrees to obtain and maintain general liability insurance coverage with minimum limits of \$1,000,000.00 and to have MSU named as an additional insured on such coverage.

Foundation shall carry Worker's Compensation and Employers Liability Insurance to limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

## **Facilities Lease Agreement**

Foundation shall provide proof of insurance upon request by MSU.

### **MSU Access**

MSU may, upon reasonable notice, enter upon the premises for the purpose of viewing and inspecting the premises and for repairs and maintenance deemed necessary by MSU.

### **Additional Obligations by the Parties**

#### **Foundation Agrees:**

- To adhere to all MSU Policies and Procedures that relate to this agreement and its presence on the MSU campus.
- To properly maintain the offices provided by MSU in a neat and organized manner.
- To use the space provided for Lake Charles College Prep (LCCP) LEA office duties and not LCCP school functions.
- To not leave the office vacant for unreasonable periods of time.
- To comply with MSU's Key Control Policy
- To comply with MSU parking policies and regulations

#### **MSU Agrees:**

- To provide the dedicated agreed upon office space for use by LCCP LEA personnel.
- To provide LCCP LEA with internet connectivity.
- To provide one key for each person to the designated office space in compliance with MSU's Key Control Policy
- To provide parking passes with payment of parking fees as is required for MSU employees.

#### **Both Parties Agree:**

- MSU is not responsible for any lost, stolen, or damaged equipment belonging to LCCP LEA Personnel.
- The time of use for the office space provided will be unrestricted from 6:00 am to 9:00 pm for LCCP LEA Personnel to perform their duties.

### **Surrender of Possession**

## **Facilities Lease Agreement**

At the expiration of the Lease, or its termination for other causes, Foundation is obligated to immediately peaceably surrender possession to MSU. Should MSU allow or permit Foundation to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a re-conduction of this Lease. Foundation agrees to return the Facility to the MSU upon termination of the Lease in substantially the same condition, except for ordinary wear and tear.

### **Remedies for Default**

Any claim or controversy arising out of this Lease shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1673.

### **Warranty of Peaceful Possession**

MSU covenants that the Foundation, on paying the rent and performing and observing all of the covenants contained in this agreement shall and may peaceably and quietly have, hold, occupy, use, and enjoy the lease property during the Term and may exercise all of its rights under this agreement.

### **Governing Law**

This Lease shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

### **Nondiscrimination**

MSU and the Foundation agree 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, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

MSU and the Foundation agree not to unlawfully 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, or political affiliation.

Any act of discrimination committed by MSU or the Foundation, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this agreement.

### **Entire Agreement**

## Facilities Lease Agreement

This Lease Agreement constitutes the entire Agreement between the Parties and supersedes any prior oral or written understandings or agreements of the Parties. All amendments to or waivers of this Lease Agreement must be in writing signed by both parties.

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Daryl Burckel, President  
McNeese State University

\_\_\_\_\_  
Ulysses Gene Thibodeaux, President  
Southwest Louisiana Charter Academy  
Foundation. Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

**FACILITIES PLANNING COMMITTEE**

**September 3, 2020**

- Item G.3.**     **University of Louisiana at Lafayette's** request for approval of a Land Lease and Cooperative Endeavor Agreement with the Louisiana Army National Guard (LANG) to expand collaborative research and development opportunities in the area of Cybersecurity, as authorized by La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

The University is requesting approval to enter into a Land Lease and Cooperative Endeavor Agreement (CEA) with the Louisiana Army National Guard (LANG) to expand collaborative research and development opportunities in the area of Cybersecurity, as authorized by La. R.S. 17:3361.

The Land Lease provides for UL-Lafayette to lease 19.936 acres of land located in the University Research Park for a time period of 55 years for the construction of a National Guard Readiness Center (NGRC). The NGRC will include cyber-secure information sharing facilities that will be accessible to university researchers.

The Cooperative Endeavor Agreement defines the mutual benefit through a cooperative research and development partnership between the University and the Louisiana Army National Guard, specifically in the area of cybersecurity. This includes the joint development and validation of models associated with cybersecurity of critical infrastructures and other cyber-physical systems.

**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 at Lafayette's request for approval of a Land Lease and Cooperative Endeavor Agreement with the Louisiana Army National Guard pursuant to the authority vested in La. R.S. 17:3361.

***BE IT FURTHER RESOLVED***, that the President of the University or his designee be authorized to execute the CEA and forward to all external entities necessary for approval and that, contingent on approvals from UL System staff and legal counsel, CEA may be modified to obtain these approvals.

***BE IT FURTHER RESOLVED***, that the University of Louisiana at Lafayette shall develop a lease between the Board of Supervisors for the University of Louisiana System and the Louisiana Army National Guard for a period of 55 years for 19.936 acres of land located at the University's Research Park. The President of the University or his designee shall be authorized to execute the lease contingent on approvals from UL System staff and legal counsel.

***AND FURTHER***, that the University of Louisiana at Lafayette will provide System office with copies of all final executed and approved documents for Board files.



August 6, 2020

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

Dear Dr. Henderson:

This is a request for approval of the attached Land Lease and Cooperative Endeavor Agreement between the University of Louisiana at Lafayette and the Louisiana Army National Guard.

The Land Lease provides for the University to lease approximately 19.936 acres of land, located in the University Research Park, for the construction of a National Guard Readiness Center for 55 years. The Cooperative Endeavor Agreement defines the mutual benefit through a cooperative research and development partnership between the University and the Louisiana Army National Guard, specifically in the area of cybersecurity.

Please place this item on the agenda for the August 2020 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Joseph Savoie". The signature is stylized with a large loop and a long horizontal stroke.

E. Joseph Savoie  
President

SVC

Attachment

## LEASE AGREEMENT

THIS LEASE is made and entered into and effective this \_\_\_\_ day of August, 2020 (“**Effective Date**”), by and between the

**MILITARY DEPARTMENT, STATE OF LOUISIANA** (“**LMD**” or “**Lessee**”), represented herein by Brigadier General (retired) Owen W. Monconduit, Deputy Director for Purchasing and Contracting;

**BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM**, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by the President of the University of Louisiana at Lafayette, E. Joseph Savoie, (“**UL System**” or “**Lessor**”); and

(LMD, UL System, and the University of Louisiana at Lafayette are collectively referred to as the “**Parties**” and singularly referred to as a “**Party**”).

### ARTICLE 1 RECITALS

1.1. UL System is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University of Louisiana at Lafayette is a university under its management pursuant to La R.S. 17:3217.

1.2. UL System is the owner of approximately 19.936 acres of undeveloped land in Lafayette Parish described on Exhibit A attached hereto and made a part hereof (“**UL Land**”).

1.3. LMD desires to lease the UL Land (“**Lease**”) for the purpose of constructing a National Guard Readiness Center (“**NGRC**”), with funding acquired from the federal government and through the state capital outlay process, to provide facilities and training areas for units of the Louisiana National Guard (“**LANG**”), which is a component entity of LMD under Louisiana Revised Statutes 29:1(B). The NGRC will include a multi-level accredited area (“**MLAA**”) capable of housing an accredited space where certain types of sensitive information (“**SI**”) may be stored, used, discussed, and/or electronically processed.

1.4. As part of the planning and construction of the NGRC and the MLAA, LMD intends to construct a public-access entrance boulevard (herein the “**Entrance Boulevard**”) to provide access to such facilities. After construction of the Entrance Boulevard, LMD grants to UL System a right of use and/or passage of said Entrance Boulevard to access areas “Exhibit Area 2” and “Exhibit Area 3” defined on that certain plat of survey dated July 21, 2020, prepared by Ronkartz-Oestrieher, a copy of which is attached hereto and made a part hereof;

1.5. As part of the planning and construction of the NGRC, LMD intends to erect a standard border wall, visually obfuscating the facility from the adjacent residential neighborhood, consistent with the aesthetic and functional standards agreed upon by both Parties.

1.6. Louisiana Revised Statutes 29:11 provides that TAG is the executive head of the LMD and has the “authority to engage in programs, operations, and military affairs and may initiate such other operations, programs, and activities with respect thereto as may be deemed advisable.” Under the same statute, TAG has full authority to sign leases and to “do all acts necessary and proper to accomplish any and all acts necessary or incidental to the operation of the military department.”

1.7. Louisiana Revised Statute 17:3361A.(3) authorizes the UL System to grant leases of immovable property to a military organization under the supervision of the State of Louisiana or the United States of America.

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

## **ARTICLE 2 LEASE**

2.1. Lessor and Lessee hereby enter into the lease of approximately 19.936 acres of real property in Lafayette Parish described in the Survey provided by Ronkartz-Oestriecher, A Professional Engineering Company, dated July 21, 2020, which is attached to made part hereof as Exhibit “A” (“**Leased Premises**”), to wit.

*A certain tract of land belonging to the University of Louisiana at Lafayette (formerly The University of Southwestern Louisiana) consisting of 20.092 acres (875,216 sq. ft.) as described herein: Starting from GPS point N=626420.8903 E=3058088.3647 and extending N33°57'21"W for 230.63' to GPS point N=626612.1908 E=3057959.5451; then N56°10'53"E for 346.98' to GPS point N=626805.3089 E=3058247.8183; then S33°49'07"E for 657.00' to GPS point N=627351.1466 E=3057882.1542; then N56°30'20"E for 246.42' to GPS point N=627215.1580 E=3057676.6550; then S30°59'28"E for 767.00' to GPS point N=627872.6662 E=3057281.7221; then N59°00'32"E for 476.47' to GPS point N=627627.3312 E=3056873.2736; then N30°59'28"W for 1,449.73' to GPS point N=626384.5559 E=3057619.7478; then N56°10'53"E for 334.00' to GPS point N=626570.4482 E=3057897.2347; then S33°57'21"E for 230.81' to GPS point N=626378.9987 E=3058026.1546; then S56°02'39"W for 75.00' to the starting GPS point of N=626420.8903 E=3058088.3647, and labeled as “Exhibit Area 1” on that certain plat of survey dated July 21, 2020, prepared by Ronkartz-Oestriecher, a copy of which is attached hereto and made a part hereof.*

2.2. The term of this Lease shall be for a period of fifty-five (55) years commencing on September 1, 2020 and ending on August 31, 2075, and shall be irrevocable except for the causes hereinafter set forth.

2.3. Lessee shall have the right during the term of this Lease to construct, maintain, alter, and replace any structures, fixtures, additions, improvements, and signs in, on, or attached to the Leased Premises which are necessary for the full benefit thereof, and all such structures, fixtures, additions, improvements, and signs shall be and remain the property of Lessee during the term of the Lease.

2.4. The Lessee shall observe and respect all existing servitudes.

2.5. At the expiration of this Lease, or any extended term thereof, or upon termination thereof at any time prior thereto, if the Lessor so chooses, all structures, fixtures, additions, improvements, and signs in, on, or attached to the Leased Premises shall become the sole and exclusive property, on an as-is basis, of the Lessor, its successor, or assigns. If the Lessor elects not to take ownership of any or all of the structures, fixtures, additions, improvements, and signs in, on, or attached to the Leased Premises, the Lessee shall, within nine (9) months after such expiration or termination, remove the structures, fixtures, additions, improvements, and signs that the Lessor elects not to take ownership of, at the Lessee's sole expense; provided however, that the Lessee and the Lessor may mutually agree upon additional time for such removal. Within ninety (90) days after removing structures, fixtures, additions, improvements, and signs, or within such additional time as may be mutually agreed upon, the Lessee shall restore the premises to as good condition as that existing at the time of the Lessee's initial entry upon the Leased Premises by grading, conditioning, and seeding the soil in order to prevent deterioration of the land.

2.6. It is further understood and agreed that should the Leased Premises cease to be used for military purposes for a period of five (5) consecutive years after construction of the NGRC, except in wartime, or should the buildings constructed on the Leased Premises be removed therefrom, this Lease shall be null and void and the Leased Premises shall revert to the Lessor and the Lessee will peaceably and quietly deliver up the Lease Premises to the Lessor.

2.7. Lessor further declares Lessee, acting through The Adjutant General of Louisiana, may, at its discretion, allow and permit Reserve Components of the United States Department of Defense to use, for military purposes, the Leased Premises pursuant to such agreements and subject to such conditions that The Adjutant General may impose.

2.8. Lessee agrees that its use of the Leased Premises shall at all times comply with all laws, regulations, policies, or rules of the federal, state, and local governments, regarding Lessee's use and operation of the Leased Premises, including environmental compliance and pollution prevention.

2.9. Lessee agrees that it will make no use of the Leased Premises which will interfere with the conduct of other activities on adjoining lands.

2.10. Lessee shall be responsible for any and all costs associated with the maintenance and upkeep of the Leased Premises and any improvements constructed thereon.

### **ARTICLE 3 CONSIDERATION**

3.1. Lessor declares that the consideration of this Lease is the mutual benefits, advantages, and conveniences to the State and its citizens and the benefits and security afforded to Lessor and the community by the establishment and maintenance on the Leased Premises of a unit or units of the Louisiana National Guard. Lessor will derive a direct benefit from direct use of the Entrance Boulevard, which will provide access to the Lessor's property adjacent to the Leased Premises.

3.2. Lessee agrees that it will make the following areas of the NGRC available to the Lessor for public events: the assembly hall, auditorium, classrooms, bathroom facilities, kitchen, and civilian parking areas. Lessee shall have the right to disapprove use of the Readiness Center for other than military purposes for the following reasons:

- a. Scheduled monthly weekend training assemblies;
- b. In the event of mobilization, planning, and deployment associated with national contingencies (federal activation);
- c. During LANG's response to natural or civil emergencies on the call of the Governor for any reasons authorized by Title 29 of the Louisiana Revised Statutes (state activation);
- d. During consequence management in response to terrorist acts against the United States or the State of Louisiana.

3.3. It is expressly agreed and understood that, due to the substantial benefits provided to Lessor under this Lease and other agreements between the Parties, no rent shall be due from Lessee under this Lease.

3.4. In full compliance with Article VII, §14 of the Louisiana State Constitution, LMD and the UL System hereby declare that the consideration exchanged by the parties herein is of equal value.

#### **ARTICLE 4 ASSIGNMENTS**

No Party may assign any interest in this Lease by assignment, transfer, or novation, without prior written consent of the other Party.

#### **ARTICLE 5 AMENDMENTS IN WRITING**

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

#### **ARTICLE 6 NOTICE**

Any notice required or permitted to be given under or in connection with this Lease ("**Notice**") shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery; or (4) sent by telegram, electronic facsimile transmission or other similar form of rapid transmission confirmed by written Notice sent (by one of the first three methods described above) at substantially the same time as such transmission. All such communications shall be delivered to the officer, agent or representative (or their respective successor) identified in this Section at the address set forth below, or to such other Person and

address as may be subsequently designated by such Party upon five (5) days written Notice to the other Parties.

To the UL System:

President, University of Louisiana at Lafayette  
Attention: Dr. E. Joseph Savoie  
P.O. Box 41008  
Lafayette, LA 70504-1008  
Telephone: 337-482-6203  
Email: president@louisiana.edu

To LMD:

Louisiana Military Department - Adjutant General  
Attention: Brigadier General D. Keith Waddell  
Jackson Barracks, 6400 St. Claude Ave.  
New Orleans, LA 70118-1456  
Telephone: 225-319-4674  
Fax: 225-319-4603  
Email: Keith.Waddell@la.gov

c.c. Louisiana Military Department - Executive Counsel  
Attention: Lt. Colonel Dirk J. Thibodeaux  
5445 Point Clair Road  
Carville, LA 70721  
Telephone: 225-319-4674  
Fax: 225-319-4603  
Email: Dirk.Thibodeaux2@la.gov

**ARTICLE 7  
MISCELLANEOUS**

**7.1. Governing Law and Venue.** This Lease shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions. The Parties hereby agree that jurisdiction and venue shall be mandatory and exclusive in the Parish of Lafayette, State of Louisiana.

**7.2. No Personal Liability.** Except to the extent provided by law, no covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any Party hereto in his individual capacity, and neither the officers of any Party hereto nor any official or agent executing this Agreement shall be liable personally with respect to this Lease or be subject to any personal liability or accountability by reason of the execution and delivery of this Lease. However, any Person may be held personally liable for such Person's individual fraudulent acts.



7.3. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Lease.

7.4. **Severability.** To the fullest extent possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provisions of this Lease shall be prohibited or invalid under such laws, 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 Lease.

7.5. **No Authorship Presumption.** Each of the Parties has had an opportunity to obtain legal advice and negotiate the language of this Lease. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Lease, including but not limited to any rule of law to the effect that any provision of this Lease shall be interpreted or construed against the Party whose counsel drafted that provision.

7.6. **Rules of Construction.** The headings and captions of this Lease are provided for convenience only and are not intended to have effect in the construction or interpretation of this Lease. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Lease has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

*{Signatures on following page}*

**THUS DONE AND SIGNED** at Camp Beauregard, Pineville, Louisiana on the \_\_\_\_ day of July, 2020.

**WITNESSES:**

**THE MILITARY DEPARTMENT,  
STATE OF LOUISIANA**

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

By: \_\_\_\_\_  
Brigadier General (ret.) Owen W. Monconduit  
Deputy Director, Purchasing and Contracting

**THUS DONE AND SIGNED** at \_\_\_\_\_, Louisiana on the \_\_\_\_ day of August, 2020.

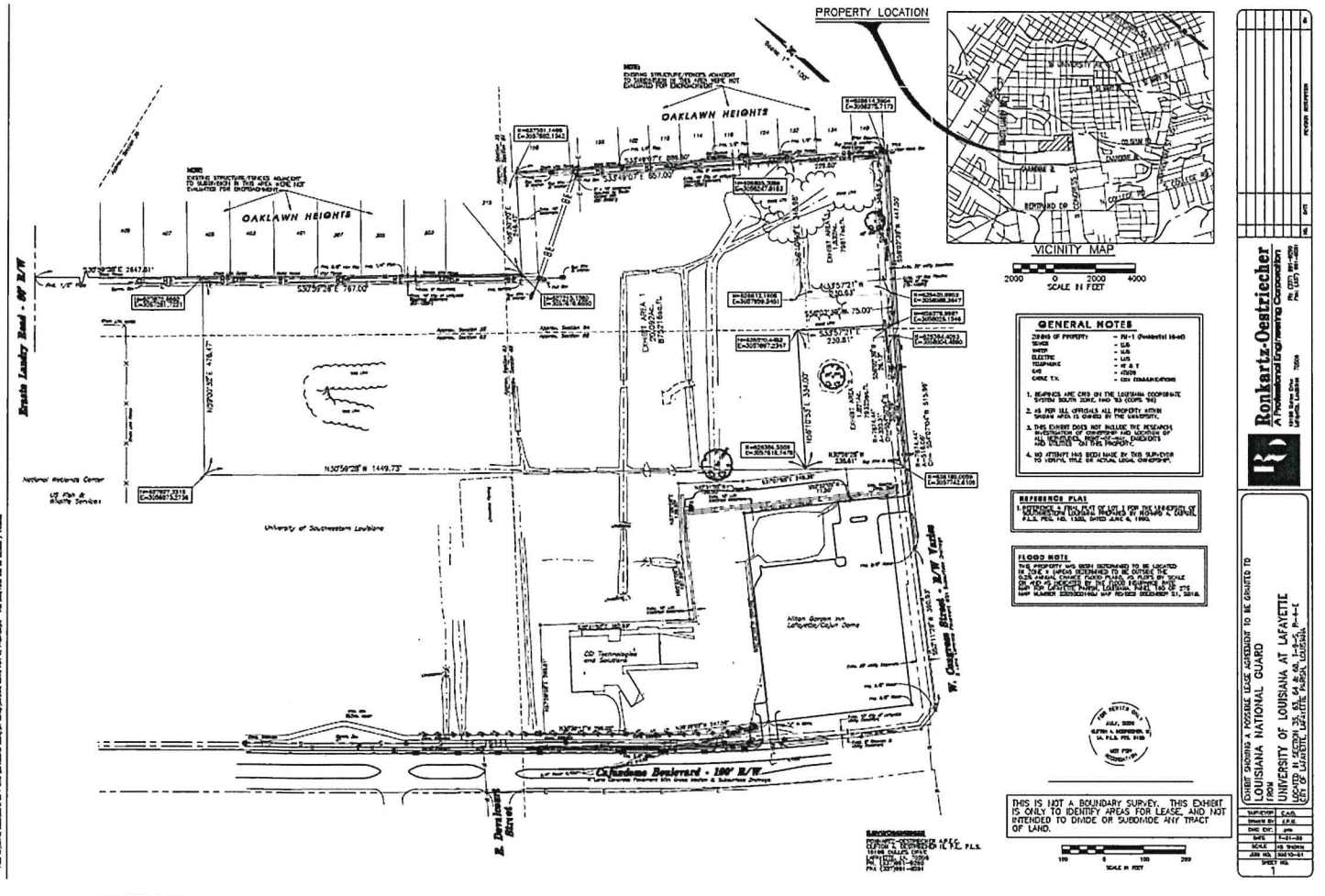
**WITNESSES:**

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

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

By: \_\_\_\_\_  
Dr. E. Joseph Savoie  
President, University of Louisiana at Lafayette

# Exhibit A Survey Plat of UL Land



**Ronkartz-Oestricher**  
A Professional Engineering Geodesist  
1000 N. UNIVERSITY BLVD., SUITE 100, LAFAYETTE, LA 70501-1000  
PHONE: 337-487-1000

UNIVERSITY OF LOUISIANA AT LAFAYETTE  
LOUISIANA NATIONAL GUARD  
FROM UNIVERSITY OF LOUISIANA AT LAFAYETTE  
UNIVERSITY OF LOUISIANA AT LAFAYETTE  
UNIVERSITY OF LOUISIANA AT LAFAYETTE

DATE	1978
BY	R. K. OESTRICHER
FOR	UNIVERSITY OF LOUISIANA AT LAFAYETTE
SCALE	1" = 100'
DATE	1978
BY	R. K. OESTRICHER
FOR	UNIVERSITY OF LOUISIANA AT LAFAYETTE

**COOPERATIVE ENDEAVOR AGREEMENT (CEA)**

*between*

**LOUISIANA MILITARY DEPARTMENT (LMD)/  
LOUISIANA ARMY NATIONAL GUARD (LANG)**

*-And-*

**UNIVERSITY OF LOUISIANA AT LAFAYETTE (UL LAFAYETTE)**

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**SECTION I: TERMS AND CONDITIONS**

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**ARTICLE 1-PREAMBLE**

**1.1. THIS COOPERATIVE ENDEAVOR AGREEMENT** (*“Agreement”*) is made and entered into and effective this \_\_\_\_ day of August, 2020 (**“Effective Date”**), by and between the

**MILITARY DEPARTMENT, STATE OF LOUISIANA** (*“LMD”*) represented herein by Brigadier General (retired) Owen W. Monconduit, Deputy Director for Purchasing and Contracting of the **LOUISIANA NATIONAL GUARD** (*“LANG”*); and

**BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM**, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by E. Joseph Savoie, President of the University of Louisiana at Lafayette, (*“UL Lafayette”*), a member institution of the University of Louisiana System (*“UL System”*);

(*LMD, LANG, UL System, and UL Lafayette* are collectively referred to as the **“Parties”** and singularly referred to as a **“Party”**).

This *Agreement* is entered into in support of the Land Lease Agreement executed by and between the University of Louisiana at Lafayette, a public institution of higher-education and a member of the University of Louisiana System, located 104 E. University Circle Lafayette, LA 70503 (*“UL Lafayette”*), and the Louisiana National Guard (*“LANG”*), dated \_\_\_\_\_, and for the purposes of performing the work described in the *Joint Work Plan* by and between *UL Lafayette* and *LANG* according to the terms and conditions set forth as follows:

**ARTICLE 2-DEFINITIONS**

As used in this *Agreement*, the following terms have the following meanings and such meanings will be applicable to both the singular and plural forms of the terms.

- 2.1. “Reviewing Official”** means the final authority of *LANG* who is identified in Section III, *Execution and Acknowledgment*, of this *Agreement* below the signatures of the Parties.
- 2.2. “Effective Date”** is the date this *Agreement* is signed by the *Reviewing Official* after having been signed by the appropriate *UL Lafayette* and *LANG* officials.
- 2.3. “Invention”** means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
- 2.4. “Created”** when used in relation to any copyrightable work means the work is fixed in any tangible medium of expression for the first time in accordance with 17 U.S.C. § 101.
- 2.5. “Made”** when used in relation to any *Invention* means the conception or first actual reduction to practice of such *Invention* in accordance with 35 U.S.C. § 201(g).
- 2.6. “Joint Work Plan”** describes the purpose and scope of the *Agreement* and assigns rights and responsibilities among the Parties. To the extent any provision of the *Joint Work Plan* conflicts with any provision in Section I, *Standard Terms and Conditions*, such provision in Section I, *Standard Terms and Conditions*, shall control. The *Joint Work Plan* is found in

## Section II.

**2.7. "Under this Agreement"** means within the scope of work to be performed as described in the *Joint Work Plan* in accordance with the terms and conditions set forth in Section I.

**2.8. "Proprietary Information"** is privileged or confidential information developed in whole or in part by *UL Lafayette* or *LANG* *Under this Agreement* which embodies trade secrets, or which is confidential technical, business, or financial information, provided such information is identified as such by labels or markings designating the information as proprietary. *Proprietary Information* does not include information which: (1) is generally known or is available from another source without obligations concerning its confidentiality; (2) has been made available by the owners to others without obligation concerning its confidentiality; or (3) is described in an issued patent, published patent application, or published copyrighted work.

**2.9. "Restricted Access Information"** is information developed solely by *LANG* *Under this Agreement* that would be a trade secret or commercial or financial information that is privileged or confidential if the information had been obtained from a non-Federal Party participating in a CEA.

**2.10. "Protected Information"** is any information developed *Under this Agreement*, including both *Proprietary Information* and *Restricted Access Information*.

**2.11. "Background Technology"** is technology brought to this *Agreement* by either Party consisting of restricted, sensitive, privileged or confidential information or intellectual property described in a patent, patent application or copyrighted work *Made, Created* or otherwise developed prior to the *Effective Date* of this *Agreement*. All *Background Technology* should be identified as such with identifiable labels or markings unless otherwise specified in the *Joint Work Plan*. Except as stated otherwise in the *Joint Work Plan*, the receiving Party will have no rights (other than use strictly for performing work *Under this Agreement*) in such *Background Technology* regardless of whether it is improved, refined or otherwise further developed *Under this Agreement*, unless the *Background Technology* is not marked or labeled in manner so that a reasonable and objective individual or entity would be able to identify it as *Background Technology*. *Background Technology* does not include oral, audio, or visual information.

**2.12. "Special Purpose License"** means a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free, and expense-free license that is granted by *UL Lafayette* to *LANG*.

**2.13. "Days"** refer to calendar, weekdays, excluding weekends and federal and Louisiana state holidays unless specified otherwise.

## ARTICLE 3-FINANCIAL CONSIDERATIONS

**3.1. Expenses.** Except as otherwise stated in the *Joint Work Plan*, each Party shall bear its own expenses in the performance of work *Under this Agreement*. Nothing in this *Agreement* or the *Joint Work Plan* shall be interpreted or read as requiring or obligating *LANG* to make purchases on behalf of or tender funds to *UL Lafayette*.

**3.2. No Payments or Purchases Anticipated.** It is the express intent of the Parties that no provision or portion of the *Agreement* or the *Joint Work Plan* be interpreted or read in such a manner so as to require or obligate either *UL Lafayette* or *LANG* to tender payments to, make purchases on behalf of, or dedicate funds to the other Party.

**3.3. Royalty Payments.** It is the express intent of the Parties that no provision or portion of the *Agreement* or the *Joint Work Plan* be interpreted or read in such a manner so as to require or

obligate either *UL Lafayette* or *LANG* to tender royalty payments to the other Party for activities undertaken in furtherance of this *Agreement* or the *Joint Work Plan*. See paragraph 2.12.

## ARTICLE 4-INVENTION DISCLOSURES & PATENTS

**4.1. Disclosure of *Inventions*.** Each Party must report to the other Party, in writing, each *Invention Made Under this Agreement*, within six (6) months after the *Invention* is *Made* unless a written request for an extension of time to provide such a report has been approved by the other Party. Such requests shall not be disapproved absent reasonable justification.

**4.2. Rights in *Inventions*.** Each Party will separately own any *Invention Made Under this Agreement* solely by its respective employees.

**4.2.1. Ownership of Joint *Inventions*.** *Inventions Made Under this Agreement* jointly by

*LANG* and *UL Lafayette* employees will be jointly owned by both Parties.

**4.2.2. License to *UL Lafayette* or *LANG*.** The owning Party of *Inventions Made Under this Agreement* will grant to the other Party, upon request, an exclusive or non-exclusive license in any *Invention Made Under this Agreement* in whole or in part by the other entity and/or its employees, under a separate agreement to be negotiated by both Parties in good faith.

**4.2.3. *UL Lafayette*** must exercise the option to obtain a license under paragraph 4.2.2, for an *Invention* within six (6) months of the filing of a non-provisional patent application on such *Invention*. *UL Lafayette* may request such time be extended as necessary to understand the nature of the *Invention* and to permit diligence regarding the potential value thereof, which request will not be unreasonably refused by *LANG*. Any such extensions approved by *LANG* must be in writing.

**4.3. Filing Patent Applications.** *UL Lafayette* will have the first option to file a non-provisional patent application on any *Invention Made Under this Agreement*, which option may be exercised by giving written notice to *LANG* within two (2) months after disclosure of the *Invention* under paragraph 4.1 and by filing a non-provisional, provisional or international patent application in the U.S. Patent and Trademark Office within six (6) months after providing such notice.

**4.3.1. Copies of Patent Applications.** The Party filing a provisional or non-provisional patent application on any *Invention Made Under this Agreement* must provide a copy thereof to the other Party within thirty (30) *Days* of filing such application with the United States Patent and Trademark Office.

**4.3.2. Assignment.** If *UL Lafayette* files a non-provisional patent application in accordance with this Article on an *Invention Made* in whole or in part by *LANG* employees, *LANG* will promptly assign title in that *Invention* to *UL Lafayette*.

**4.3.3. Notice Required to Protect *LANG* Interest.** If *UL Lafayette* elects not to file, not to continue prosecution of a patent application, not to pay any required fees related to the prosecution of a patent application or the maintenance of an issued patent or otherwise abandons any such *Invention*, *UL Lafayette* must notify *LANG* thereof at least three (3) months prior to the expiration of any applicable filing or response



deadline, priority period or statutory bar date, or within thirty (30) *Days* of any such election or decision not to file or continue prosecution, whichever is earlier.

**4.3.4. Prosecution by LANG.** In any country in which *UL Lafayette* does not file, continue prosecution of, make any required payment on, or where it otherwise abandons any *Invention*, *LANG* may file, or continue prosecution of, or make any required payment on, an application or patent, and *UL Lafayette* will promptly assign to *LANG* all right, title and interest of *UL Lafayette* in such *Invention*.

**4.3.5. Cooperation.** The Party not filing, prosecuting or administering any patent application or patent under this Article will fully cooperate with the Party filing, prosecuting or administering the application or patent in promptly executing all necessary documents and obtaining cooperation of its employees in executing such documents related to such application or patent.

**4.3.6. Patent Expenses.** The Party filing an application on any *Invention* is responsible for all patent application preparation and filing expenses and issuance, post issuance and patent maintenance fees associated with that application while this *Agreement* is in effect, unless otherwise agreed to under separate written agreement.

**4.4. Rights of Third Parties.** Either Party intending to use the support of any contractor or third party not identified in the *Joint Work Plan* to perform any of its obligations *Under this Agreement* shall provide written notice to the other Party at least 30 *Days* in advance of any involvement of such contractor or third party with activities *Under this Agreement*. If the Party receiving such notice objects at any time to the use or involvement of such contractor or third party, the Party providing such notice will not utilize or promptly cease utilizing the services of such contractor or third Party to perform its obligations *Under this Agreement*.

4.4.1. This *Agreement* and *Joint Work Plan* are executed expressly without a stipulation pour autrui.

## ARTICLE 5-COPYRIGHT PROTECTION

**5.1. Ownership of Copyrighted Works.** *UL Lafayette* owns the copyright in all works *Created* in whole or in part by *UL Lafayette Under this Agreement* which are copyrightable under Title 17, United States Code.

**5.2. License in Published Copyrighted Works.** *UL Lafayette* hereby grants in advance to the *LANG* a *Special Purpose License* in all published copyrighted works *Created Under this Agreement*. *UL Lafayette* will prominently mark each such published copyrighted work with the words: "This work was created in the performance of a Cooperative Endeavor Agreement with the *LANG* and *LANG* has certain rights to this work."

**5.3. Copies of Published Copyrighted Works.** *UL Lafayette* must furnish to *LANG*, at no cost to *LANG*, one copy of each published copyrighted work *Created* in whole or in part by *UL Lafayette Under this Agreement*.

## ARTICLE 6-BACKGROUND TECHNOLOGY AND PROTECTED INFORMATION

**6.1. Disclosure of Oral and Visual Information.** Information disclosed orally or visually, if identified as information that is to be protected under this *Agreement* at the time of disclosure,

will be deemed *Protected Information* under this *Agreement* for thirty (30) *Days* and thereafter if, within thirty (30) *Days* after such oral or visual disclosure, such information is reduced to writing, properly marked in accordance with Article 2-"Definitions" and the *Joint Work Plan* and submitted to the other Party.

**6.2. Disclosure of *Background Technology*.** All *Background Technology* provided to the other Party must be specifically identified in the *Joint Work Plan*. Unless otherwise expressly provided in the *Joint Work Plan*, *Background Technology* may only be released to those having a need for the information in connection with their duties *Under this Agreement*.

**6.3. Computer Software and Computer Software Documentation.** All computer software and computer software documentation *Made, Created, or developed Under this Agreement* by *UL Lafayette* shall be treated as *Proprietary Information* for purposes of determining rights in such computer software and computer software documentation.

**6.4. Proprietary Information.** *UL Lafayette* grants a *Special Purpose License* to *LANG* in all *Proprietary Information* developed by *UL Lafayette Under this Agreement*.

**6.5. Restricted Access Information.** All *Restricted Access Information* may be exempt from release under the Freedom of Information Act and/or the Louisiana Public Records Act for a period of five (5) years. *UL Lafayette* may use or disclose, in confidence, and authorize others to use or disclose, in confidence, *Restricted Access Information* developed by *LANG Under this Agreement*.

**6.6. Marking of *Background Technology* and *Protected Information*.** All *Background Technology* and *Protected Information* will be conspicuously marked as such and will reference this CEA by number. Neither Party will be liable for the release of unmarked *Background Technology* or *Protected Information*. The Party receiving *Background Technology* or *Protected Information* must comply with all appropriate requirements governing the treatment of such information as described in the *Joint Work Plan*. The failure to properly mark any information shall not adversely affect the rights of the Party receiving such information.

## ARTICLE 7-TERM OF AGREEMENT, MODIFICATIONS & TERMINATION

**7.1. Term of Agreement.** This *Agreement* commences on the *Effective Date* of this *Agreement* and shall terminate after one (1) year, unless both Parties hereto agree in writing to extend it further in accordance with paragraph 7.2 or terminate the agreement early in accordance with 7.4. Expiration of this *Agreement* shall not affect the rights and obligations of the Parties accrued prior to expiration or in any other agreement between the Parties. The provisions of Section 11.6 shall survive the termination of this *Agreement*.

**7.2. Modifications.** Any change or extension within the scope of this *Agreement* as signed by the *Reviewing Official* may be made by *Modification*, which shall be entered into by mutual written agreement signed by the Parties' representatives authorized to execute this *Agreement*. Each *Modification* will be attached hereto, a copy of which must be forwarded to the *Reviewing Official* within thirty (30) *Days* after each such *Modification* is signed by both Parties.

**7.3. Amendments.** Any change outside the scope of this *Agreement* as signed by the *Reviewing Official* may be made by *Amendment*, which shall be entered into by mutual written agreement signed by the Parties' representatives authorized to execute this *Agreement* and

executed by the *Reviewing Official*. Each *Amendment* will be attached hereto.

**7.4. Termination.** Either Party may terminate this *Agreement* for any reason upon delivery of written notice to the other Party at least thirty (30) *Days* prior to expiration of this *Agreement*. The written notice shall specify an effective date of termination at least thirty (30) *Days* after receipt by the other Party. Termination of this *Agreement* shall not affect the rights and obligations of the Parties accrued prior to the date that the notice of the termination of this *Agreement* is received by the receiving Party in accordance with Section 12.3. In the event of termination by either Party, each Party shall be responsible for its own costs incurred through the effective date of termination, as well as its own costs incurred after the effective date of termination and which are related to the termination. If *LANG* terminates this *Agreement*, it shall not be liable to *UL Lafayette* or its contractors or subcontractors for any costs resulting from or related to the termination, including, but not limited to, consequential damages or any other costs.

## **ARTICLE 8-DISPUTES**

**8.1 Resolution of Disputes.** Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

## **ARTICLE 9-REPRESENTATIONS**

**9.1. LANG.** The *LANG* hereby represents to *UL Lafayette* as follows:

**9.1.1. Mission.** The performance of the activities specified by this *Agreement* is consistent with the mission of *LANG*.

**9.1.2. Authority.** The *LANG* has obtained, prior to the execution of this *Agreement*, all prior reviews and approvals required by law or regulation. The *LANG* officials signing and executing this *Agreement* have the requisite authority to do so.

**9.1.3. Public Purpose.** This *Agreement* is for the betterment of cybersecurity hygiene in State of Louisiana and strengthening *LANG*'s relationship with qualified partners, with which it may work together in the future to best provide technology assistance to the State of Louisiana.

**9.2. UL Lafayette.** *UL Lafayette* hereby represents to *LANG* as follows:

**9.2.1. Institution of Higher Education.** *UL Lafayette*, as of the date hereof, is a public institution of higher education, accredited by the Southern Association of Colleges and Schools Commission on Colleges, Louisiana University System and Board of Regents (BOR), the Board of Elementary and Secondary Education (BESE), the Louisiana Department of Education (LDOE), and compliance with Title II Higher Education Act. *UL Lafayette* is also duly organized, validly existing and in good standing under the laws of the State of Louisiana.

**9.2.2. Statement of Ownership.** *UL Lafayette* is not a foreign owned or a subsidiary of a foreign owned entity. *UL Lafayette* has the right to assignment of all *Inventions Made* and copyrightable works *Created* by its employees *Under this Agreement*.

**9.2.3. Authority.** The *UL Lafayette* official executing this *Agreement* has the requisite authority to enter into this *Agreement* and *UL Lafayette* is authorized to

perform according to the terms thereof.

**9.2.4. Infringement.** *UL Lafayette* will not knowingly, without appropriate authorization and consent, infringe any third-Party's intellectual property rights. *UL Lafayette* will immediately notify *LANG* of any potential infringement under this *Agreement* upon receipt of a notice of infringement, or after otherwise becoming aware of any possible infringement of a third Party's intellectual property.

**9.2.5. Lawful Compliance.** *UL Lafayette* will perform all activities under this *Agreement* in compliance with all applicable laws, regulations, and policies.

**9.2.6. Certification.** Neither *UL Lafayette* nor any of its board members or professors are currently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from participating in transactions with the state of Louisiana or the Department of Defense. *UL Lafayette* will promptly notify *LANG* if such status changes during this *Agreement*.

## ARTICLE 10-LIABILITY AND LIMITATIONS

**10.1. Property.** No property or equipment may be furnished to the other Party unless specifically identified in the *Joint Work Plan*.

**10.1.1.** All such property and equipment identified in the *Joint Work Plan* is furnished "AS IS" and the Parties make NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any property or equipment furnished *Under this Agreement*.

**10.1.2.** All State of Louisiana property and equipment furnished to *UL Lafayette* is furnished on a temporary basis, does not transfer ownership rights in favor of *UL Lafayette*, does not create possessory or lessee rights in favor of *UL Lafayette*, and must be returned to *LANG* on or before the termination or expiration of this *Agreement*. *UL Lafayette* shall immediately return or provide immediate access to any State of Louisiana property or equipment provided to it under this *Agreement* that is deemed essential for national security or mission needs at the absolute discretion of the *Reviewing Official*.

**10.1.3.** All property and equipment furnished to the receiving Party, unless otherwise specified in the *Joint Work Plan*, shall be returned in the same condition in which it was received, wear and tear excepted.

**10.2. Intellectual Property.** *LANG* and *UL Lafayette* make NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, including the conditions of the research or any *Invention* or other intellectual property, or product, whether tangible or intangible, provided, *Made, Created* or developed *Under this Agreement*, or the merchantability, or fitness for a particular purpose of the research or any *Invention* or other intellectual property, or product. The Parties further make no warranty that the use of any *Invention* or other intellectual property or product provided, contributed, *Made, Created* or developed *Under this Agreement* will not infringe any other United States or foreign patent or other intellectual property right.

**10.3. DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

**10.4. No Waiver of Sovereign Immunity.** Notwithstanding any provision to the contrary, *UL Lafayette* understands, acknowledges, and agrees that *LANG* will not be liable to *UL Lafayette*, or any of its affiliates, agents, representatives, insurers or assigns under this *Agreement* or the *Joint Work Plan*, whether directly or by way of contribution or indemnity, for any claim made by any person or other entity for personal injury or death or for property damage, in any manner or form, including, but not limited to economic loss, arising in any way from this *Agreement* or *Joint Work Plan*, including, but not limited to, the later use, sale or other disposition of research and technical developments, whether by resulting products or otherwise, whether *Made* or developed *Under this Agreement* or contributed by either Party pursuant to this *Agreement*.

Notwithstanding any provision to the contrary, *LANG* understands, acknowledges, and agrees that *UL Lafayette* will not be liable to *LANG*, or any of its affiliates, agents, representatives, insurers or assigns under this *Agreement* or the *Joint Work Plan*, whether directly or by way of contribution or indemnity, for any claim made by any person or other entity for personal injury or death or for property damage, in any manner or form, including, but not limited to economic loss, arising in any way from this *Agreement* or *Joint Work Plan*, including, but not limited to, the later use, sale or other disposition of research and technical developments, whether by resulting products or otherwise, whether *Made* or developed *Under this Agreement* or contributed by either Party pursuant to this *Agreement*.

*LANG and UL Lafayette* do not waive any element or aspect of sovereign immunity granted to them under State or Federal law.

## ARTICLE 11-GENERAL TERMS & PROVISIONS

**11.1. Force Majeure.** Neither Party will be in breach of this *Agreement* for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that Party. In the event such a force majeure event occurs, the Party unable to perform must promptly notify the other Party and in good faith maintain such part performance as is reasonably possible and resume full performance as soon as is reasonably possible.

**11.2. Relationship of the Parties.** The Parties to this *Agreement* and their employees are independent contractors and are not agents of each other, joint venturers, partners or joint Parties to a formal business organization of any kind. Neither Party is authorized or empowered to act on behalf of the other with regard to any contract, warranty or representation as to any matter, and neither Party will be bound by the acts or conduct of the other. Each Party will maintain sole and exclusive control over its own personnel and operations.

**11.3. Publicity/Use of Name Endorsement.** Any public announcement of this *Agreement* must be coordinated between *UL Lafayette*, *LANG* and the public affairs office supporting *LANG*. By entering into this *Agreement*, *LANG* does not indirectly endorse *UL Lafayette*, its successors, assignees, affiliates, agents, representatives, or licensees. *UL Lafayette* may not in any way imply that this *Agreement* conveys any such endorsement.

**11.4. Publication.** The Parties agree to confer and consult with each other prior to publication or other public disclosure of the results of collaborative work *Under this Agreement* to ensure that no *Background Technology*, *Protected Information*, military critical technology or other controlled or sensitive information is inappropriately released.

11.4.1. At least thirty (30) *Days* prior to submitting a manuscript for publication or making a public disclosure, each Party will submit to the other Party a copy of such proposed publication or disclosure to allow the other Party to submit objections to such publication or disclosure and to take suitable steps to secure intellectual property protection in a timely manner.

11.4.2. Where submission of a copy of the proposed publication or disclosure is limited by law or regulation or where such submission is impractical, the Party proposing such publication or disclosure shall provide a summary or description of the relevant information subject to publication or disclosure.

11.4.3. Failure to object to such proposed publication or disclosure within ninety (90) *Days* after such proposed publication or disclosure was received by the other Party shall constitute assent to such publication or disclosure.

11.4.4. Under no circumstances shall any review or assent of a proposed publication relieve the publishing Party of their obligations under Executive Order 13526, "*Classified National Security Information*," Arms Export Control Act and the Export Administration Act.

11.4.5. Subject to the restrictions under paragraph 11.4, any such publication or other public disclosure of work *Under this Agreement* must, unless waived by the other Party in writing, include a statement to the effect that the project or effort was made in the performance of a Cooperative Endeavor Agreement with the other Party to this *Agreement*.

**11.5. Compliance with University Master Plan and Covenants:** Lessor acknowledges that Lessee intends to build the NGRC to fulfill its obligations to the State of Louisiana and the Federal Government, through the National Guard Bureau. Lessee will include and collaborate with Lessor during design charrette and scheduled design reviews. Lessee agrees to abide by all University Research Park Covenants and the University of Louisiana at Lafayette Master Plan and Guiding Principles, dated May 28, 2013, as may hereafter be amended, which do not conflict with Department of Defense Directives and Unified Facilities Criteria, United States Army Regulations, National Guard Bureau Regulations and Design Guides, and the Master Construction Cooperative Agreement signed by Lessee with the National Guard Bureau for the construction of the NGRC. Furthermore, to the extent that any of the University Research Park Covenants impede or prohibit obtaining approval and funding of the NGRC from National Guard Bureau, Lessee will collaborate with designated UL representatives during design and construction for the new NGRC and future projects, to ensure University Master Plan and Research Park Covenants are considered and followed, to the fullest extent possible.

**11.6. Governing Law.** The construction, validity, performance, and effect of this *Agreement* will be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions. The Parties hereby agree that jurisdiction and venue shall be mandatory and exclusive in the Parish of Lafayette, State of Louisiana.

**11.7. Waiver of Rights.** Any waiver must be in writing and provided to all other Parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, will not be deemed a waiver of any rights of any Party hereto.

**11.8. Entire Agreement.** This *Agreement* represents the entire agreement of the Parties and is the complete and exclusive statement of their agreement.

**11.9. Severability.** The illegality or invalidity of any provision of this *Agreement* will not impair, affect, or invalidate the other provisions of this *Agreement*.

**11.10. Survivability.** All rights and responsibilities incurred under Section 11.5, *Compliance with the University Master Plan and Covenants*, shall survive the expiration or termination of this *Agreement*.

**11.11. Assignment.** Neither this *Agreement* nor any rights or obligations of either Party hereunder may be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

**11.12. Controlled Information.** The Parties understand that information and materials provided pursuant to or resulting from this *Agreement* may be export controlled or unclassified sensitive and protected by law, executive order, or regulation. Nothing in this *Agreement* may be construed to permit any disclosure in violation of these restrictions. *UL Lafayette's* employees shall adhere to *LANG's* Special Security Office (SSO) regulations and procedures, including any necessary training. *LANG* shall notify *UL Lafayette* if information or materials provided pursuant to or resulting from this *Agreement* are export controlled.

**11.13. Classified Information.** *UL Lafayette* does not currently have a cleared facility. Accordingly, no classified research may be conducted at any *UL Lafayette* facility, nor can any discussions of a classified nature be held anywhere on *UL Lafayette* property without advance coordination through *UL Lafayette's* Signing Official. Certain employees of *UL Lafayette* may be cleared for access to classified information based on the work they are expected to perform, provided such clearances are in accordance with the National Industrial Security Program Operating Manual. *UL Lafayette* employees who are granted security clearances are the only individuals who will be granted access to classified information, and these employees shall be solely responsible for the protection of classified information. Details of these arrangements shall be annotated in the DD Form 254 Department of Defense Contract Security Classification Specification and coordinated through *LANG's* Special Security Office (SSO). All issues concerning classified information, security clearances and security training will be coordinated through the *LANG's* security office. *UL Lafayette's* Signing Official shall be notified prior to the initiation of the clearance process of any of its employees. However, it is not anticipated that this *Agreement* will require the use of classified information and *LANG* is under no obligation to sponsor or provide security or facility clearances for *UL Lafayette* or its employees.

**11.14. Records.** The *LANG* will maintain a record of this *Agreement*, including a signed copy of this *Agreement*, an archive of all *Background Technology* and *Protected Information* provided by either Party which shall be used only for the purpose of documenting *LANG's* obligations under this *Agreement*, and all formal notices received by or delivered to *UL Lafayette* under Article 12-"Notices."

**11.15. No Human or Animal Research.** No work performed *Under this Agreement* will involve human or animal subjects. Absolutely no human or animal research or testing is authorized under this *Agreement* or any *Modification* thereto.

**11.16. No Stipulation Pour Autrui.** Both *UL Lafayette* and *LANG* agree that this *Agreement* shall not create any right or cause of action for enforcement by any third Party, unless either *UL Lafayette* or *LANG* agrees to such rights under Section 4.4.

## ARTICLE 12-NOTICES

Notices specified in this *Agreement* must be addressed and sent as follows:

**12.1. Formal Notices.** Send all notices under this *Agreement*, including copyright, invention, and patent correspondence, by prepaid, certified U.S. Mail or by commercial courier with tracking information and electronic mail as follows:

LANG

Attn: LTC Dirk Thibodeaux  
Louisiana Military Department, Executive Counsel  
5445 Point Clair Rd  
Carville, LA 70721  
Phone: (225) 342-7058  
Email: [Dirk.Thibodeaux2@la.gov](mailto:Dirk.Thibodeaux2@la.gov)

AND

LTC Kelly O. Gandy  
Office of The State Judge Advocate  
Louisiana National Guard-JFHQ  
6400 St. Claude Avenue  
New Orleans, LA 70117  
Office: 504-278-8229  
Cell: 504-214-0324  
Email: [kelly.gandy@la.gov](mailto:kelly.gandy@la.gov)  
*With an electronic copy to:* [Sarah.Anderson@la.gov](mailto:Sarah.Anderson@la.gov)

UL Lafayette

E. Joseph Savoie  
President  
University of Louisiana at Lafayette  
104 E. University Circle  
Lafayette, LA 70503  
[president@louisiana.edu](mailto:president@louisiana.edu)

**12.2. Technical Matters.** Send informal correspondence on technical matters by U.S. Mail or electronic mail to:

LANG

LANGHQ/J6  
Attn: LTC Stephen Durel  
6400 Saint Claude Ave  
New Orleans, LA 70117  
(504) 418-0957  
[Stephen.Durel@la.gov](mailto:Stephen.Durel@la.gov)

AND

COL (Ret) Kenneth P. Donnelly



Louisiana Military Department/Cybersecurity Manager  
6400 Saint Claude Ave  
New Orleans, LA 70117  
(318) 416-7556  
[Kenny.Donnelly@la.gov](mailto:Kenny.Donnelly@la.gov)

UL Lafayette

Ramesh Kolluru, Ph.D.  
Vice President for Research, Innovation, and Economic Development  
Professor, School of Computing and Informatics  
University of Louisiana at Lafayette  
104 E. University Circle  
Lafayette, LA 70503  
Cell: 337-739-1579  
Office: 337-482-6541  
[ramesh.kolluru@louisiana.edu](mailto:ramesh.kolluru@louisiana.edu)

**12.3. Receipt of Notices.** Notices sent in accordance with this *Agreement* shall be received the earliest of the following dates: (a) The confirmed date of delivery as recorded by the tracking number from either U.S. Mail or the commercial courier; (b) Twenty-four (24) hours following the date that the electronic mail was sent. If the electronic mail was sent on a Saturday, Sunday, State holiday, or federal holiday, it will be deemed as though it was sent at 9:00 a.m. (CST) on the first business day following the date of actual transmission. If the electronic mail was sent on a regular business day, but at 5:00 p.m. (CST) or later, it will be treated as though it was sent at 9:00 a.m. (CST) the first business day following the date of actual transmission; or (c) Three (3) business days following the date that the notice was mailed if sender failed to send an electronic mail or receive tracking information.

## SECTION II: JOINT WORK PLAN

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### ARTICLE 1 – PURPOSE

**1. Purpose.** The purpose of the *Joint Work Plan* is to advance the State of Louisiana’s Critical Infrastructure Protection and Resiliency (CIPR).

**1.1.** Advancing the CIPR capabilities of *LANG* and *UL Lafayette* furthers the paramount goal of enabling Louisiana and the United States to detect, deter, defend against, and defeat threats to the State of Louisiana and its partner networks and computer systems.

**1.2.** Consistent with the purpose, *LANG* and *UL Lafayette* will work to transition applicable CIPR concepts and advancements developed *Under this Agreement* to other Federal, State, and Local governments and to Louisiana’s private sector with the intent to detect, deter, defend against, and defeat threats to the State of Louisiana, as well as any coalition partner(s) networks and computer systems. Invention Disclosures and Patents shall be handled in accordance with Article 4 of this *Agreement's* Standard Terms and Conditions.

**1.3.** Specific areas of cooperative research and development may include the following domains:

**1.3.1.** Developing public-private partnerships to facilitate information sharing and collaborative planning, training, and exercising that enhances Louisiana’s ability to detect, prevent, prepare for, respond to, and recover from cyber incidents.

**1.3.2.** Modelling the effects of cyber- and electro-magnetic pulse (EMP) attacks on Louisiana’s nationally essential and nationally critical infrastructure and functions.

**1.3.3.** Risk management framework for developing and accessing critical infrastructure cybersecurity plan.

**1.3.4.** Strategies to enhance the resiliency of critical infrastructure to cyber- and EMP attacks.

**1.3.5.** Technologies to prevent, detect, mitigate, and respond to cyber threats to critical infrastructures.

**1.3.6.** Technologies, business structures, and business processes for automated and near-real time threat information sharing across critical infrastructures across the State.

**1.3.7.** Security of cyber-physical systems controlling the operations of critical infrastructure.

**1.3.8.** Facilitate the transition of research to enhance the resilience of critical infrastructure to emerging cyber threats, through operational support and outreach.

**1.3.9.** Public-private partnerships to create a resilient society to a full range of potential disasters.

**1.3.10.** Empower the homeland security and emergency management community through education, training, outreach, and operational support.

**1.4.** Louisiana’s critical infrastructures, notably oil & gas infrastructure, petroleum and chemical plants, ports, and transportation over the Mississippi River, serve the nation. With the proximity to the Gulf of Mexico (GoM) non-conventional warfare, such as cyber- or Electro-Magnetic Pulse (EMP) attacks on these infrastructures are feasible and can disrupt economic

prosperity of not just GoM but potentially cripple the country since the disruptions could have cascading effects. The State's critical infrastructure includes her healthcare system, whose security is critical to the health of the State's citizens. Consequently, the principal benefit of this *Agreement* is achieving CIPR capabilities in accelerated time periods that are more difficult to achieve working independently. Gains in capability research and developed (R&D) efficiency may exceed a linear doubling because both *UL Lafayette* and *LANG* will be engaged in multifaceted R&D: cyber system development, cyber operations, information assurance techniques, cloud computing, mobile and ad hoc computing, hardware development, cryptography, and many other related fields.

1.5. *LANG* and *UL Lafayette* have a shared interest in exploring CIPR capabilities. *UL Lafayette* has been supporting the State of Louisiana and *LANG* as a partner with various activities of the Louisiana Cybersecurity Commission. *LANG* regularly seeks opportunities to partner with entities having experience with CIPR. The work by *LANG* and *UL Lafayette* will not be of a nature to compete with the private sector, and this *Agreement* will not be used to establish a sole source for future procurement needs.

## ARTICLE 2 – TECHNICAL TASKS

### 2. Technical Tasks and Joint Activities.

2.1. *LANG* Activity. During the execution of this *Agreement*, *LANG* will engage in the following tasks:

2.1.1. Participate in the periodic reviews of the projects pursued under this *Agreement* at mutually agreed upon dates and time;

2.1.2. Allow access, at *LANG's* sole discretion, in accordance with applicable federal industrial security laws and regulations, and on a noninterference basis, a secure work area for reading, discussion, and collaboration in *LANG's* Secure, Compartmentalized Information Facility (SCIF);

2.1.3. To the extent possible, assist *UL Lafayette* in obtaining Public Key Infrastructure (PKI) certificates, common access cards (CAC) or other cryptographic material and items as needed to accomplish development and testing *Under this Agreement*;

2.1.4. Participate in annual meetings described in paragraph 4.1.1.; and

2.1.5. Review and provide feedback on reports, evaluations, demonstrations, technical exchange meetings (TIMs), and reviews submitted or presented by *UL Lafayette*.

2.2. *UL Lafayette* Activities. *UL Lafayette* plans to conduct applied research focused on:

2.2.1. Develop models of cyber and electro-magnetic pulse (EMP) threats to critical infrastructures;

2.2.2. Research, develop, and implement risk management frameworks for assessing and prioritizing critical infrastructure cybersecurity;

2.2.3. Design business processes, research and develop technologies, and leverage public-private partnerships for threat information sharing across multiple critical infrastructure sectors, utilizing the Louisiana Business Emergency Operations Center (LA BEOC) and the State's ESF-17 cyber-incident response frameworks;

2.2.4. Research and implement technologies to improve cyber-physical system security

(e.g., Internet-of-Things networks, smart vehicles, electrical power and communication grids); and

**2.2.5.** Foster education, training, and public awareness efforts on preparing for, responding to, and mitigating cyber-attacks on critical infrastructures through activities including the development and delivery of focused cybersecurity certificates.

**2.3. Joint Activities:**

**2.3.1.** Locating LANG’s cybersecurity professionals within the Research Park will create new opportunities for joint research and development opportunities with cyber-specialists at LANG. Both *UL Lafayette* and *LANG* will explore the use of this building complex as a testbed for testing and evaluating research in Resilient Utility Systems, and in exploring approaches to islanding critical facilities from EMP hazards, etc.

**2.3.2.** Both *UL Lafayette* and *LANG* will identify local, state, and federal opportunities to design and conduct cyber exercises with public and private sector partners, especially focused on critical infrastructure cybersecurity and information sharing to protect Louisiana’s critical infrastructures against cyber-threats.

**2.3.3.** Both *UL Lafayette* and *LANG* will endeavor to establish an information sharing analysis center or information sharing analysis organization, as recognized by the Information Sharing Analysis Organization Standards Organization and the National Council of ISACs, to promote collaborations with industry cyber-liaison officers and other stakeholders from the public and private sector to promote Louisiana’s cybersecurity assets and protect critical infrastructure.

**2.3.4.** The Parties will work together on organizing technical meetings on topics relevant to cybersecurity and on identifying opportunities for the exchange of speakers on the topic.

**2.3.5.** *UL Lafayette* and *LANG* will endeavor to strengthen academic programs and curricula that will result in mutual benefit. This will include the ability for LANG’s professionals to enroll in specific *UL Lafayette* offered courses relevant to cybersecurity, in addition to the ability for LANG’s professionals with operational expertise in cybersecurity to advise in the development of the curriculum as well as guest lecture in specific *UL Lafayette* offered courses relevant to cybersecurity. Relevant examples include:

**2.3.5.1.** Military Science 200 and 400-level courses, including Military Science 495 offered to ROTC cadets that may be expanded to include cybersecurity.

**2.3.5.2.** *UL Lafayette*’s College of Engineering that offers courses in IoT systems, Smart Grid Systems, Power and Control Systems, SCADA systems, Electric Vehicle Systems, among others.

**2.3.5.3.** Within the School of Computing and Informatics, these partnerships could mutually benefit cybersecurity concentrations in its B.S. informatics program and the ABET-accredited B.S. computer science program. The structures of the programs are as follows:

	<b>B.S. Informatics</b>	<b>B.S. Computer Science</b>
General Education	42 hours	42 hours
Major requirements	36 hours Includes these courses: • INFX 320 Information	60 hours Includes all courses required in an ABET-accredited computer

	assurance and security • INFX 321 Network security	science program
Cybersecurity concentration requirements	30 core + 9 elective hours Includes these courses • INFX 322 Cyber security planning and management • INFX 420 Cryptography applications • INFX 455 Cyber physical system security • ACCT 328 Fraud examination • BLAW 425 Intellectual property and Internet law • CJUS 303-403 Forensics I, II • CJUS 305 Criminal behavior • INSR 310 Principles of risk and insurance • PHIL 316 Professional ethics	6 core + 9 elective hours Includes these courses • CMPS 315 Intro Cyber Security • CMPS 432 Distributed and Parallel Computing • INFX 320 Information assurance and security • INFX 321 Network security • INFX 322 Cyber security planning and management • INFX 412 Visual analytics • INFX 420 Cryptography applications • INFX 455 Cyber physical system security
Capstone/Senior project	3 hours	3 hours

**2.4. Costs.** Each Party shall be responsible for its own costs incurred in carrying out the objectives under this agreement.

**2.5. Travel.** Each Party is responsible for their own travel expenses.

### ARTICLE 3 – INTELLECTUAL PROPERTY

**3. No Effect on Rights of *Background Technology*.** The designation of technology as *Background Technology* does not grant any rights in *Background Technology* to the receiving Party other than to use the technology provided to the receiving Party under this *Agreement* for the purpose of performing work *Under this Agreement*. Nothing in this *Agreement* shall be construed to otherwise alter or affect any rights of either Party to any technology listed as *Background Technology* that exist or are modified outside this *Agreement*.

**3.1. Marking of *Background Technology*.** All *Background Technology* will be identified as such with a clear marking that would be reasonably obvious to an objective viewer indicating the item as *Background Technology*.

**3.2. Marking of *Protected Information*.** All *Protected Information* will be identified as such with a clear marking that would be reasonably obvious to an objective viewer indicating the item as *Protected Information*.

### ARTICLE 4 – DELIVERABLES AND MILESTONES

#### 4. Deliverable Items and Milestones.

**4.1. Milestones.** The Parties will conduct a meeting to initiate planning for the tasks contemplated *Under this Agreement* within ninety (90) days of the execution of this *Agreement*, at a mutually agreeable time and place.

**4.1.1.** Planned Annual Milestone Meetings shall be conducted between the Parties on the topics listed below. The meetings may be conducted all at one time or at separate times. The meeting or meetings shall be conducted at mutually agreed upon time(s) and date(s).

The topics of the meetings shall be as follows:

- 4.1.1.1. Annual Research & Development Meetings;
- 4.1.1.2. Technical Interchange Meetings; and
- 4.1.1.3. Project Management Reviews,

**4.2. Property and Equipment.** Neither Party will be obligated to purchase or furnish property or equipment to the other Party *Under this Agreement*. Neither Party shall be obligated *Under this Agreement* to provide funds directly to or expend funds on behalf of the other Party.

**4.3. Planned Reports.** During the execution of this *Agreement*, *UL Lafayette* will make reports available that pertain to planned surveys, studies, prototype development, product evaluations, concept of operation (CONOPS) documents, white papers, and training materials.

4.3.1. *UL Lafayette* reports will be developed and delivered using widely available products such as Microsoft Office products, Adobe Acrobat Reader, and appropriate data formats.

4.3.2. Similarly, *LANG* will make unclassified reports, which are also approved for public dissemination by the governing federal or state agency, available to *UL Lafayette* that will be used to define the scope of requirements, serve as subject matter experts, participate in surveys and studies, and provide the bases for test procedure and demonstration scenario development and similar legitimate purposes.

4.3.3. The delivery of any reports will be accomplished in electronic format and in accordance with *LANG's* security requirements. For large files, the delivery format shall be electronic using CD/DVD media transported to *LANG* locations by appropriately cleared and trained *UL Lafayette* personnel.

4.3.4. *UL Lafayette* employees who are granted security clearances are the only individuals who will be granted access to necessary classified information, and these employees shall be solely responsible for the protection of classified information. Details of these arrangements shall be annotated in the DD Form 254 Department of Defense Contract Security Classification Specification and will be coordinated through *LANG's* security office and in accordance with *LANG's* Special Security Office (SSO) and the National Industrial Security Program Operating Manual (NISPOM).

4.3.5. The Deliverables listed in this *Joint Work Plan* are estimated based on the current objectives and understanding of the Parties. Actual deliverables and reports will be dependent on the actual technical and functional requirements provided by each Party over the terms of the *Agreement*.

## ARTICLE 5 – SECURITY

### 5. Adherence to Applicable Security Regulations.

5.1. *UL Lafayette* will adhere to *LANG's* SSO regulations and procedures, including, but not limited to the NISPOM as instructed and directed by *LANG*.

5.1.1. *UL Lafayette* does not currently have a cleared facility. Accordingly, no classified research may be conducted at any *UL Lafayette* facility, nor can any discussions of a classified nature be held anywhere on *UL Lafayette* property without advance coordination through *UL Lafayette's* Signing Official.

5.2. Certain employees of *UL Lafayette* may be cleared for access to classified information based on the work they are expected to perform, provided such clearances are in accordance with the NISPOM and coordinated through *LANG's* SSO.

**SECTION III: EXECUTION AND ACKNOWLEDGMENT**

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*Affidavits of Execution and Acknowledgment on the following pages*

PARISH OF \_\_\_\_\_

STATE OF \_\_\_\_\_

**AFFIDAVIT OF EXECUTION AND ACKNOWLEDGMENT**

**BEFORE THE UNDERSIGNED WITNESSES**, on the date referenced below, the following individual came and appeared:

**BRIGADIER GENERAL (RET.) OWEN W. MONCONDUIT**

who is a person of the age of majority and swears and affirms the following information:

1. I am the Deputy Director, Purchasing and Contracting of the Louisiana Army National Guard;
2. Under the delegated authority of Brigadier General D. Keith Waddell, Adjutant General of the Louisiana Army National Guard, I have the authority to enter into this Cooperative Endeavor Agreement on behalf of the Louisiana Army National Guard and Louisiana Military Department;
3. I have reviewed this Cooperative Endeavor Agreement and hereby execute and acknowledge, on behalf of Louisiana Army National Guard and Louisiana Military Department, the Terms and Conditions and the Joint Work Plan detailed herein.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2020, in \_\_\_\_\_, Louisiana:

<b>WITNESS:</b>  _____ <b>Signature</b>  _____ <b>Printed Name</b>	<b>BRIGADIER GENERAL (RET.) OWEN MONCONDUIT</b> <i>on behalf of the</i> <b>LOUISIANA ARMY NATIONAL GUARD</b>  _____ <b>Title: Deputy Director, Purchasing and Contracting</b>
<b>WITNESS:</b>  _____ <b>Signature</b>  _____ <b>Printed Name</b>	



PARISH OF \_\_\_\_\_

STATE OF \_\_\_\_\_

**AFFIDAVIT OF EXECUTION AND ACKNOWLEDGMENT**

**BEFORE THE UNDERSIGNED WITNESSES**, on the date referenced below, the following individual came and appeared: University of Louisiana at Lafayette

**E. JOSEPH SAVOIE, Ed.D**

who is a person of the age of majority and swears and affirms the following information:

1. I am the President of the University of Louisiana at Lafayette;
2. In my role, I have the authority to enter into this Cooperative Endeavor Agreement on behalf of the University of Louisiana at Lafayette;
3. I have reviewed this Cooperative Endeavor Agreement and hereby execute and acknowledge, on behalf of University of Louisiana at Lafayette, the Terms and Conditions and the Joint Work Plan detailed herein.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2020, in \_\_\_\_\_, Louisiana:

<b>WITNESS:</b>  _____ <b>Signature</b>  _____ <b>Printed Name</b>	<b>E. JOSEPH SAVOIE, Ed.D., <i>on behalf of</i></b> <b>UNIVERSITY OF LOUISIANA AT</b> <b>LAFAYETTE</b>  _____ <b>Title: President</b>
<b>WITNESS:</b>  _____ <b>Signature</b>  _____ <b>Printed Name</b>	

**Exhibit A**  
**University Research Park Covenants**

*The University of Louisiana  
at Lafayette*

*University Research Park*

*Development Covenants,  
Conditions and Restrictions*

*December 1994  
Revised June 2004*

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**DEVELOPMENT COVENANTS,  
CONDITIONS AND RESTRICTIONS**

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This Declaration is made as of this 18<sup>th</sup> day of November, 1994, and revised this 1<sup>st</sup> day of June, 2004, by the University of Louisiana at Lafayette ("Declarant") with approval by the Board of Supervisors for the University of Louisiana System.

**ARTICLE I**  
**INTENT**

**1.1 DECLARATION**

1.1.1 WHEREAS, Declarant is the owner of certain real property in the City of Lafayette, Louisiana, which is more particularly described on Exhibit "A" attached hereto ("University Research Park Land Use Plan"); and,

1.1.2 WHEREAS, Declarant wishes to establish certain covenants, conditions and restrictions relative to the development, improvement and use of the University Research Park; and,

1.1.3 WHEREAS, the Declarant intends to lease land in the University Research Park and will be referred to as "Lessor" in the remainder of this document; and,

1.1.4 NOW, THEREFORE, Declarant hereby declares that University Research Park and any and all interests therein shall be held subject to the following covenants, conditions and restrictions. This Declaration is made in order to assure that University Research Park is developed and used in such a fashion as will enhance and protect the value of University Research Park and shall be binding upon all persons or entities now or hereafter holding any interest in the University Research Park, their heirs, successors and assigns. These covenants, conditions and restrictions shall run with University Research Park and shall be binding upon all persons or entities having or later acquiring any right, title or interest in University Research Park, or any part thereof.

**ARTICLE II**  
**BASIC STANDARDS**

**2.1 CODES**

2.1.1 All projects and improvements shall be designed and constructed in accord with the latest applicable versions of codes, standards and regulations of the University of Louisiana at Lafayette and the State of Louisiana. These standards shall include the following documents among others:

1. *Standard Building Code*, latest edition and subsequent amendments as adopted by the City of Lafayette
2. *Louisiana commercial building Energy Code*, latest version
3. *Standard Plumbing Code*
4. *Standard Mechanical Code*
5. *Standard Gas Code*
6. *NFPA 101 Life Safety Code*, latest edition and subsequent amendments as adopted by the State of Louisiana, Office of the State Fire Marshal, including the Americans with Disabilities Act Guidelines

**2.2 SUBMISSION TO AUTHORITIES HAVING JURISDICTION**

2.2.1 All plans for projects and improvements shall be submitted to the Lessor and to state agencies having review authority for approval. The Lessor will not grant final approval until the Lessee has produced a valid building permit for the project.

**ARTICLE III**  
**PERMITTED USES**

**3.1 INTENT FOR FACILITIES**

3.1.1 It is the intent of the provisions of this Article to establish the University Research Park as a site in which research laboratories and associated administrative facilities are to be located. It is further intended that facilities and activities to be centered in the University Research Park shall be those that relate to selected academic research and education programs of the University of Southwestern Louisiana, and that offer some benefit to the University's programs by virtue of their proximal location to the campus.

3.1.2 Use zones are defined herein and located in Appendix A, *UNIVERSITY RESEARCH PARK LAND USE PLAN*.

**3.2 RESEARCH ZONE - PERMITTED USES**

3.2.1 Laboratories, offices, and other facilities for basic and applied research, testing and consulting, conducted by or for any individual, organization, or concern, whether public or private, including but not limited to the following areas of emphasis:

- .1 Environmental Sciences and Engineering;
- .2 Computing Sciences and Computer or Electrical Engineering; or
- .3 Food and Drug Development, Preservation and Testing.

3.2.2 Production or assembly of products, but only where production is conducted in a manner so the noise, odor, smoke, dust, vibration, heat, and glare of each operation is completely confined within an enclosed building, and where production is incidental to and in support of on site research and development activities of the Lessee including the following:

- .1 Computer integrated and other innovative light manufacturing; or
- .2 Pilot plants in which processes planned for use in production elsewhere can be tested and assembled.

3.2.3 Incidental operations required to maintain or support any of the functions identified in paragraph 3.2.1 or 3.2.3 above, such as maintenance shops, power plants, waste water treatment facilities, the keeping of research animals, and machine shops.

3.2.4 Any other use reasonably related to the intended character of the University Research Park, provided same is first fully authorized in writing by the Lessor.

### **3.3 COMMERCIAL ZONE - PERMITTED USES**

3.3.1 Any and all uses permitted in the Research Zone shall be permitted in the Commercial Zone.

3.3.2 Professional services and retail uses incidental to and in support of any of the functions identified in Paragraph 3.2.1 and 3.2.2 above, such as conference/hotel centers, exhibit and conference/meeting facilities, food services, banking facilities, venture capital corporations, personnel services, post office, mailing centers, training institutions, etc.

3.3.3 Incidental operations required to maintain or support any of the functions identified in paragraph 3.2.1 and 3.2.2 above, such as maintenance shops, power plants, waste water treatment facilities, the keeping of research animals, and machine shops.

3.3.4 Any other use reasonably related to the intended character of the University Research Park, provided same is first fully authorized in writing by the Lessor.



**ARTICLE IV**  
**DEFINITION OF TERMS**

**4.1 DEFINITIONS**

4.1.1 BUILDING: Any structure, either temporary or permanent, having a roof, floor and walls.

- .1 Building Height: The vertical distance measured from grade to the highest point of the coping of a flat roof or to the average height of the highest gable, of a hip or gambrel roof.
- .2 Building Coverage: The percentage of surface area of a lot that is occupied by buildings.

4.1.2 DRIVEWAY: A paved area located entirely on a lot which provides vehicular access between a building and an abutting street.

4.1.3 EASEMENT: An area within University Research Park that is designed and designated as a public or park-wide space requirement. Easements are controlled by the University Research Park, and shall be maintained by the Lessee.

4.1.4 GRADE: The grade shall be the level of the lot if the finished grade is level, or if the lot is not entirely level, the grade shall be determined by averaging the elevations(s) of the lot.

4.1.5 GROSS LOT AREA: The total ground area to be assigned for density calculations to the Lessees. The gross lot area is the area within the Lessee's lot boundaries including easements dedicated for public use such as streets, landscaped areas, walkways or others.

4.1.6 IMPROVEMENTS: Any building, fence, wall, roadway, loading facility, parking area, utilities, or any other type of structure that changes a lot from its natural state.

4.1.7 ISLAND: A raised and landscaped area in a street, driveway or parking lot.

4.1.8 LANDSCAPED AREAS: The total ground area requiring landscape treatment, excluding any area allocated to a building footprint, parking lot, and driveway. Included in the landscape area are all yards, ponds, patios, sidewalks, parking lot islands, medians and planters.

4.1.9 LOT: Any parcel of land under a single leasehold and as defined as follows:

- .1 Lot, Corner: A lot abutting two or more intersecting streets.
- .2 Lot, Interior: Any lot other than a corner lot.
- .3 Lot Coverage: The percentage of surface area of a lot that is occupied by buildings, driveways or parking lot pavement.
- .4 Lot Width: The straight line distance between the side lot lines, measured between the two points where the front lot line intersects the side lot lines.
- .5 Lot Depth: The shortest straight line distance between the front lot line and the opposite rear lot line, measured perpendicular to the front lot line.

4.1.10 LOT LINES: The front, side and rear lot lines separating the lot area from the adjacent lot or other properties and as defined as follows:

- .1 Front Lot Line: In the case of an interior lot is that lot line which abuts a street right-of-way. In the case of a corner lot, there exists two front lot lines.
- .2 Rear Lot Line: That lot line opposite the front lot line.
- .3 Side Lot Line: Any lot line connecting the front and rear lot lines.

4.1.11 PARKING LOT: An area, other than a street or driveway, devoted to unenclosed parking stalls including parking aisles, bays and stalls and as defined as follows:

- .1 Parking Aisle: The paved area between parking bays used for vehicular access to parking stalls from a driveway.
- .2 Parking Bay: A section of a parking lot which contains one or two rows of parking stalls.
- .3 Parking Stall: The area, appropriately marked with distinguishing lines, in which one vehicle is to be parked.

4.1.12 PAVED AREA: An all weather surface such as asphalt or concrete.

4.1.13 PLANS: Drawings and specifications prepared in accordance with the requirements of Articles VI, VII, and VIII.

4.1.14 STREETS: A dedicated public right-of-way, other than an alley which affords a means of access to an abutting lot.

4.1.15 YARD: The space on any lot that is required to be unoccupied and unobstructed from the ground upward except as otherwise provided herein and as defined as follows:

- .1 Front Yard: A yard extending the full width of the lot, the depth of which is the minimum distance between the front lot line and the nearest point of any improvement.
- .2 Rear Yard: A yard extending the full width of the lot, the depth of which is the minimum distance between the rear lot line and the nearest point of any improvement.
- .3 Side Yard: A yard between any improvement and the side lot line, extending from the front yard to the rear yard, the width of which is the minimum distance between the side lot line to the nearest point of any improvement.

**ARTICLE V**  
***NUISANCES, VIOLATIONS AND SAFETY FACTORS***

**5.1 PROHIBITED ACTIVITIES**

5.1.1 No building or lot in University Research Park at any time shall be used for the manufacture, storage, distribution or sale of any products or items that shall increase the fire hazard to buildings or lands within or adjacent to University Research Park; any business which constitutes a nuisance or causes the emission of odors or gasses which could reasonably be expected to be injurious to products or persons in University Research Park; any purpose or use in violation of the applicable laws of the United States, the State of Louisiana, Parish of Lafayette, or the City of Lafayette; any storage of material or the use of equipment or research processes which cause earth tremors or vibrations beyond the boundaries of any lot upon which they are situated; and the storage of explosive materials for off site uses.

5.1.2 No Lessee shall use explosives for any purpose.

**ARTICLE VI**  
***PLANS AND SPECIFICATIONS***

**6.1 PLAN COMPLIANCE**

6.1.1 No improvements shall be commenced, erected, or constructed, nor shall any addition thereto, or change or alterations therein be made (except the interior of a building), until there has been full compliance with the plan review procedures as set forth herein and until said plans have been approved by Lessor.

**6.2 SUBMITTAL**

6.2.1 All required plans shall be submitted to Lessor for review. Lessor reserves the right to approve or disapprove, in writing, the plans relative to all particulars therein including but not limited to the location and method of construction of any building, the quality, type of materials; and colors used; harmony of external design with other existing or planned buildings (and landscaping); and location as the same relates to topography, setbacks, grade, driveways, parking lots, and size of buildings.

**ARTICLE VII**  
**LOT AND BUILDING DESIGN AND PLAN REVIEW PROCEDURE**

**7.1 PREDESIGN CONFERENCE**

7.1.1 Prior to committing to any lot or building design, the Lessee and his Architect shall meet with the Lessor to review the design standards of University Research Park and the Lessee's proposed use. The Lessor will work with the Lessee to determine the size of lot needed to accommodate the Lessee's building and site needs.

7.1.2 At this meeting the Lessee shall outline for the Lessor, as much as possible, the project in terms of its land use, building size, number of potential employees, kinds of activities, material used or produced in the operations of the proposed building (especially any hazardous materials), financing budget, and proposed construction timetable.

**7.2 SCHEMATIC DESIGN REVIEW**

7.2.1 During the planning process, the Lessor will be available to review conceptual and schematic drawings, attend planning team meetings, and offer University Research Park interaction with the Lessee's design team. At the completion of schematic design, the Lessee shall submit one (1) set of schematic design prints to the Lessor for review.

**7.3 DESIGN DEVELOPMENT REVIEW**

7.3.1 At the completion of design development, the Lessee shall submit one (1) set of design development prints detailing the following site and building information:

- .1 Site plans of the proposed improvements, indicating location of buildings, parking, drives, landscaped areas and location of exterior signs.
- .2 Elevations of buildings from all sides at an appropriate scale sufficient to clearly indicate the placement and massing of the buildings. Elevations shall indicate all exterior materials and colors.
- .3 Roof Plans indicating the location and sizes of all roof mounted equipment and proposed method for screening all equipment.
- .4 Pedestrian pathway connections to adjacent pedestrian pathway easements.
- .5 Outline specifications for proposed construction.
- .6 The Lessor reserves the right to request a meeting with the applicant or the applicant's architect to discuss the design at this stage.

**7.4 CONSTRUCTION DOCUMENTS PLAN REVIEW AND APPROVAL**

7.4.1 Following approval of design development documents by the Lessor, the Lessee shall submit detailed plans consisting of one (1) set of prints in accordance with the requirements outlined below:

- .1 Construction Documents setting forth in detail the requirements for construction of the improvements including but not limited to site plans, floor plans, elevations, sections and details of architectural, mechanical and electrical systems.
- .2 A colored rendering of the building showing general character of the structure (height, building mass, colors and building landscape materials proposed).
- .3 Specifications for architectural, structural, mechanical, electrical, landscape and site elements.
- .4 Detailed drawings showing the proposed design of all exterior signs, including elevations, dimensions, location, material, lettering, color and lighting. This would include drawings depicting the design of the main entrance onto the lot.
- .5 Industrial and hazardous waste disposal plan.
- .6 Estimated number of employees.
- .7 Lot calculations and landscape plan indicating location, type and size of existing trees and vegetation, identifying those to be preserved and location, type and size of trees, vegetation and other amenities to be provided. Yard calculations shall show total lot area, area devoted to building footprint, area devoted to paving for parking and driveways. The balance of the lot area shall be considered as landscaped areas.
- .8 Such other reasonable information as may be required by the Lessor.

7.4.2 Approval, rejection or recommendation of the Construction Documents by Lessor shall not be unreasonably withheld.

**7.5 FINAL APPROVAL**

7.5.1 Upon construction document approval by the Lessor, the Lessee shall be responsible for submitting construction documents to the City of Lafayette and the State of Louisiana, Office of the State Fire Marshal in compliance with their plan review procedures.

7.5.2 Final approval by the Lessor will not be granted until the Lessee has produced a valid building permit for the project.



**ARTICLE VIII**

DEVELOPMENT DESIGN STANDARDS

**8.1 DENSITY**

8.1.1 Research Zone

- .1 Lot coverage, including all buildings and paved areas shall not exceed sixty (60) percent of the gross lot area.
- .2 Building coverage shall not exceed twenty-five (25) percent of the gross lot area.
- .3 The minimum lot width at the front lot line shall be one hundred fifty (150) feet.

8.1.2 Commercial Zone

- .1 Lot coverage, including all buildings and paved areas shall not exceed eight (80) percent of the gross lot area.
- .2 Building coverage is limited to thirty-five (35) percent of the gross lot area.
- .3 The minimum lot width at the front lot line shall be one hundred fifty (150) feet.

**8.2 SETBACKS**

8.2.1. Research Zone

- .1 Front yards, measured from the front lot line to the nearest improvement including parking areas but excluding underground utilities, signs or driveways, shall be a minimum width of ten (10) percent of the lot depth, but not less than thirty (30) feet in width to improvements other than buildings and a minimum of fifty (50) feet in width to buildings.
- .2 Side yards, measured from the side lot line to buildings shall be a minimum width of ten (10) percent of the lot width, but not less than twenty-five (25) feet. Side yards, measured from the side lot line to other improvements (excluding underground utilities) shall be a minimum width of ten (10) feet.

- .3 Rear yards, measured from the rear lot line to the nearest improvement (excluding underground utilities), shall be a minimum of thirty (30) feet in width.
- .4 Rear or side yards which abut pedestrian easements shall be measured from the easement line so that the yard will include the side or rear yards required above plus the easement.
- .5 A corner lot shall be considered to have two (2) front yards. The rear yard shall be opposite the front lot line that the building faces.

#### 8.2.2 Commercial Zones

- .1 Front yards, measured from the lot line to the nearest improvements including parking areas but excluding underground utilities, signs or driveways, shall be a minimum of twenty (20) feet in width to improvements other than buildings and a minimum of fifty (50) feet in width to buildings.
- .2 Front yards of lots facing Cajundome Boulevard, measured from the front lot line to the nearest improvements including parking areas but excluding underground utilities, signs or driveways, shall be a minimum of ten (10) percent of the lot depth, but not less than thirty (30) feet in width to improvements other than buildings and a minimum of fifty (50) feet in width to buildings.
- .3 Side yards, measured from the side lot line to the nearest improvement (other than underground utilities), shall be a minimum of twenty (20) feet in width to buildings and ten (10) feet in width to other improvements.
- .4 Rear yards, measured from the rear lot line to the nearest improvement (excluding underground utilities), shall be a minimum of thirty (30) feet in width.
- .5 Rear and side yards which abut pedestrian easements shall be measured from the easement line so that the yard will include the side or rear yards required above plus the easement.
- .6 A corner lot shall be considered to have two (2) front yards. The rear yard shall be opposite the front lot line that the building faces.

### **8.3 BUILDING HEIGHT**

8.3.1 Building Height shall be subject to design review by the Lessor and evaluated in concert with the overall architectural character of each building. All buildings and structures shall be limited in height to an elevation of fifty (50) feet above grade. Any construction exceeding this height limitation must be granted special approval of the Lessor. Towers, antennas or special instrumentation related to buildings may exceed these height limitations only if granted special approval of the Lessor.

### **8.4 EXPANSION PLANS**

8.4.1 All controls and restrictions apply to the total (ultimate) development of any lot. All site plans shall identify initial and future improvements, including buildings, paved areas, grading and landscaping.

8.4.2 The Lessee shall follow all regulations and procedures established herein for any and all future additions and expansions to facilities within the Lessee's site boundary. Modifications that are wholly within the confines of the building shell, are exempt from submission and approval requirements but the Lessee shall not be relieved of the responsibility to adhere to the other regulations, restrictions and standards established herein.

### **8.5 ROADS AND UTILITIES**

8.5.1 All new roads and streets constructed as a part of new developments shall be developed to City of Lafayette street standards for curb and gutter, concrete pavement and subsurface drained streets.

8.5.2 Collector roadways serving the Park shall have a minimum right-of-way width of sixty (60) feet and a minimum pavement width (face-of-curb to face-of-curb) of thirty-seven (37) feet.

8.5.3 Roadways serving only local traffic areas shall have a minimum right-of-way of fifty (50) feet and a minimum pavement width (face-of-curb to face-of-curb) of twenty-seven (27) feet.

8.5.4 Cul-de-sacs shall have a minimum right-of-way diameter of one hundred twenty (120) feet and a minimum pavement width (face-of-curb) of one hundred (100) feet. Streets ending in cul-de-sacs shall be no longer than five hundred (500) feet.

8.5.5 Water mains, sanitary sewers, electric and telephone service shall be located underground in the street right-of-way adjacent to each lot. The Lessee shall coordinate hook-ups with the utility companies. The Lessee shall be responsible for utility location and for all work, coordination and payment, for breakage repair, movement, or alteration of any existing infrastructure improvement.

8.5.6 No new utility infrastructure improvement including but not limited to poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage and conduits (except hoses and moveable pipes used for irrigation purposes), shall be placed or maintained above ground on any portion of the lot including those of the public and private utility corporations.

8.5.7 No street pavement shall be cut or opened for the installation of utility improvements. All utility lines shall be bored under the street pavement.

## **8.6 PARKING AREAS AND DRIVEWAYS**

8.6.1 Parking shall not be permitted on any street, cul-de-sac, or driveway within the University Research Park.

8.6.2 All parking lots shall be paved with a concrete surface, and shall have appropriate concrete curbs or bumper guards where needed to prevent vehicles from leaving paved curbs.

8.6.3 All parking lots, loading, and delivery areas shall be screened from streets, cul-de-sacs, driveways, and adjacent lots by the use of architectural walls, islands, earth berms, landscape plant material or any combination of these four.

8.6.4 All parking lots and driveways shall have subsurface drainage.

8.6.5 No parking lot or other paved area excluding pedestrian spaces shall be closer than fifteen (15) feet to a building.

8.6.6 No loading dock shall be visible from a street, driveway or common area open space.

8.6.7 Each individual development shall provide off-street parking for a minimum number of vehicles as indicated for the activities listed below. Greenhouses, storage buildings and other normally unoccupied out-buildings may be excluded from the floor area for the purpose of calculating required parking. Parking for boats or storage of fleet vehicles shall be in addition to the requirement established herein.

- .1 Research and Office Developments: Provide one (1) parking stall for each three hundred fifty (350) square feet of gross floor area up to ten thousand (10,000) square feet plus one (1) additional parking stall for each additional four hundred (400) square feet of gross floor area.
- .2 Light Manufacturing Facilities: Provide one (1) parking stall for each four hundred (400) square feet of gross floor area.
- .3 General Business or Commercial Establishments: Provide one (1) parking stall for each two hundred (200) square feet of gross floor area.
- .4 Hotels/Conferences Centers: Provide one (1) parking stall for every guest room plus one half (1/2) of the stalls required for meeting/conference facilities contained in the facility as required by paragraph 8.6.7.5 below.
- .5 Exhibit and Conference/Meeting Facilities: Provide one (1) parking stall for every five (5) seats, permanent or portable.
- .6 Maintenance and Support Facilities: Provide one (1) space for every one thousand (1,000) square feet of gross floor area.

8.6.8 Parking stalls for standard size vehicles shall be a minimum of nine (9) feet by nineteen (19) feet.

8.6.9 Handicap parking stalls shall be provided in accordance with the requirements of the Standard Building Code, ANSI 117.1 and the ADA Accessibility Guidelines for Buildings and Facilities.

8.6.10 Contiguous parking bays shall be separated by a planted island ten (10) feet wide.

8.6.11 All parking areas shall provide minimum landscaping as required by Article X Landscaping.

8.6.12 All two-directional driveways and parking aisles shall be a minimum of twenty-four (24) feet in width.

8.6.13 For lots with street frontages of less than one hundred fifty (150) feet, a maximum of one access point shall be allowed. No lot shall have more than two access points onto any one street. The minimum distance allowed from a street corner to a driveway shall be one hundred twenty five (125) feet.

8.6.14 All walkways, driveways and parking lots shall be provided with security and pedestrian lighting in accordance with section 8.8. below. All wiring shall be underground.

## 8.7 SIGNS

8.7.1 General Requirements: All signs erected or maintained on any lot shall conform to the following requirements:

- .1 All sign design shall be subject to the approval of the Lessor.
- .2 Signs shall be restricted to identifying only the person, firm, company or corporation operating the use conducted on the lot.
- .3 Only one identification sign shall be permitted near the entrance to each lot. Identification signs shall be placed in an area to be approved by the Lessor. No flashing or moving elements shall be permitted.
- .4 No signs attached to the buildings will be permitted except at the main entrance to the building. This sign shall be limited to the company name. Multi-tenant directories may be allowed outside a building's main entrance upon receipt of written approval from the Lessor.
- .5 Each building shall have the street number applied to the building so that it is visible from the street. Lettering height shall be six inch (6") minimum.
- .6 A sign advertising the lease of a building may be permitted upon receipt of written approval from the Lessor.
- .7 One construction sign identifying the project and denoting the architect, engineer, contractor and other related professionals shall be permitted on a lot upon the commencement of construction. Maximum size shall be ninety-six (96) square feet and shall not be more than twelve feet above ground level. The placement and design of the construction sign shall be approved by the Lessor. The sign shall be removed upon completion of construction.
- .8 Any directional, traffic, or parking control signs on the lot shall be reviewed by the Lessor with the intent that the signs shall be restricted to the minimum size required, shall be visually unobtrusive, and shall be consistent with other University Research Park signing in format, letter and coloring.

8.7.2 Sign System Design: Signs shall conform to the format, configuration, color, materials and quality indicated in Appendix B - sign Standards.

## **8.8 SITE LIGHTING**

8.8.1 General Requirements: Building entry areas, parking areas and pedestrian circulation routes shall be well lit. All wiring shall be run underground.

8.8.2 All parking, loading area, service area, pedestrian walkway, and security lights, whether wall-mounted or free standing, shall be concealed source or lensed fixtures and conform to the following:

- .1 Free standing parking area lights and site security lights shall be pole mounted fixtures no more than twenty five (25) feet in height. Provide fixtures with good cut-off and well shielded light source to control glare.
- .2 Walkway or pedestrian area lighting may be decorative globe type fixtures provided the fixtures have light control elements limiting the brightness of the source.
- .3 Metal halide or color corrected (60 CRI minimum) lamps shall be used for parking areas, walkways and pedestrian areas.
- .4 The finish on all site lighting, fixtures, supports and poles shall be black or dark gray. For lighting fixtures mounted on or directly adjacent to a structure, a finish consistent with building architectural features is encouraged.

## ARTICLE IX

### STORM DRAINAGE

#### 9.1 STANDARDS

9.1.1 Storm drainage patterns shall be in accordance with drainage studies done for the storm drain system along Cajundome Boulevard.

9.1.2 Lessee shall not divert run-off or storm drainage onto adjacent lots or property.

9.1.3 Lessee shall comply with EPA requirements for storm water discharge and NPDES permits.

9.1.4 Storm drainage systems shall be designed in accordance with accepted engineering practice to meet the design criteria for Urban Drainage Design established in the Louisiana DOTD Hydraulics Manual: The following criteria shall be minimum requirements:

- .1 Minimum storm of 5-year recurrence interval.
- .2 Runoff coefficients: 90% for paved areas, 15% for lawn and landscape areas, 85% for roof areas.
- .3 Concrete pipe for drainage conduit except that PVC pipe may be used for conduit of 8 inches in diameter and less.



## ARTICLE X

### LANDSCAPING

#### **10.1 GENERAL**

10.1.1 The front, side and rear yards of each lot shall be landscaped with an effective combination of trees, shrubbery, ground cover and lawn. All landscaped bed areas shall include an automatic irrigation system designed to adequately support the needs of landscape plant material.

10.1.2 Plantings related to individual structures within the University Research Park should reflect a unified campus concept rather than a collection of individual structures. Open lawn areas should be placed in front of individual buildings with planting of trees and shrubs being utilized to frame buildings, emphasize building entrances and screen parking and service areas. Special landscape features such as ponds are subject to approval by the Lessor.

10.1.3 The Lessee shall comply with the requirements of the City of Lafayette, Louisiana, Landscape Ordinance except when more stringent requirements are stipulated herein.

10.1.4 When driveway cuts or utility connections are made through existing common area landscaped areas, streets, or rights-of-way, the existing landscaping and all existing infrastructure must be replaced to its previous condition by the Lessee.

#### **10.2 PLANT MATERIAL**

10.2.1 The Lessee shall use only those planting materials that are regionally appropriate and hardy in south Louisiana. A list of acceptable trees is included in the City of Lafayette, Louisiana, Landscape Ordinance.

#### **10.3 REQUIREMENTS**

10.3.1 The minimum number of trees required within all yards and parking lots shall be one tree for every one thousand (1,000) square feet of gross building area including area of out-buildings.

10.3.2 All front yards (both front yards on corner lots) shall have one tree with a 2" caliper minimum planting size for every twenty-five feet (25') of frontage and one live oak tree with a 4" caliper minimum planting size for every one hundred feet (100') of frontage.

10.3.3 All other trees on a lot shall be in accordance with the following size requirements. Tree measurement will be based on caliper.

Quantity	Minimum Caliper
40%	2.5" and above
30%	1.5" and above
30%	1.0" and above

10.3.4 Parking areas shall be landscaped in accordance with the requirements of the City of Lafayette, Louisiana, Landscape Ordinance.

## ARTICLE XI

### BUILDING DESIGN

#### **11.1 GENERAL**

11.1.1 It is the intent of this section to guide the design of individual projects so that the overall development of the University Research Park takes on the characteristics of a campus. The University properties extend across Congress Street along Cajundome Boulevard. The overall design of site and buildings in the park should reflect the materials, colors and landscape used in this area and the main campus.

11.1.2 Acceptable materials for all areas of the Research Park shall include the following:

1. A large portion of each building shall be constructed of a red brick blend. Other colors of brick may be used to accent or contract the red brick.
2. Stucco may be used on wall and facia surfaces but should not be the predominate material.
3. Glass window walls.
4. Smooth surface insulated metal wall panels.
5. Standing seam metal roofing.

11.1.3 Unacceptable materials for all areas of the Research Park shall include the following:

1. Corrugated, ribbed, or beveled metal siding.
2. Wood siding, plywood or composition boards.
3. Painted or natural concrete block.
4. Rock face or fluted concrete masonry except as accents.
5. Applied awnings or mansard roofs.
6. Concrete wall panels.

7. Ribbed or corrugated metal roofs.

8. Tile or shingle roofs.

11.1.4 Colors of exterior materials shall be selected to harmonize and be consistent with colors of other buildings in the University Research Park. Color selections are subject to approval by the Lessor.

11.1.5 All buildings shall be considered in the round. Buildings may not have special treatments only on the front facade. The architectural design concept shall be consistent on all sides of the building.

11.1.6 All out-buildings, sheds, storage buildings, etc. shall be built of similar materials used on the main building.

11.1.7 In general, the use of exposed gutters and downspouts is discouraged.

**ARTICLE XII**

MECHANICAL AND ELECTRICAL EQUIPMENT

**12.1 EXPOSED EQUIPMENT**

12.1.1 Objects, such as storage tanks, fans, skylights, cooling towers, communications towers, satellite dishes, vents or any other structures or equipment shall be architecturally compatible with the building or screened from public view. These treatments shall be approved by the Lessor in writing before the construction or erection of said structures or equipment.

12.1.2 Storage of movable equipment such as boats, trailers, vehicles, field equipment, etc. shall be subject to the requirements of Article XIV.

**ARTICLE XIII**  
***WASTE DISPOSAL***

**13.1            RESPONSIBILITY**

13.1.1 It is the responsibility of the Lessee to strictly follow all restrictions, directives, guidelines, and laws under all applicable governmental bodies and under its own industrial safety standards concerning toxic or hazardous wastes. The Lessor maintains the right to monitor waste removal from the Lessee's buildings to ensure regulation compliance.

13.1.2 Lessee shall obtain all required permits for waste discharge from EPA and the City of Lafayette Utilities Department.

**ARTICLE XIV**  
**STORAGE AREAS AND FENCES**

**14.1 GENERAL**

14.1.1 No outside storage or operations of any kind shall be permitted in any yard, nor storage on any other lot area unless properly screened. Properly screened stored materials shall not be visible from any adjacent lot or public space.

14.1.2 All fire and hazard regulations must be followed regarding inside and outside storage.

**14.2 REQUIREMENTS**

14.2.1 The Lessee shall provide a six foot (6') high wood privacy fence where indicated in Appendix A - University Research Park Land Use Plan along all lot lines contiguous to property that is not part of the University Research Park. Fences shall conform to Appendix C - Fence Standards.

14.2.2 Screening fences, walls and vegetative buffers shall be six (6) to eight (8) feet in height as required to screen equipment being stored. Vegetative screens shall be of evergreen materials. Equipment or storage of materials of eight feet in height or more shall be screened by a wall of similar material to the building. The placement of all fences and the design and materials utilized shall be subject to the approval of the Lessor. Open mesh chain link fences are not an acceptable screening material.

14.2.3 Security fences shall be black, wrought iron or aluminum fence materials, subject to the approval of the Lessor. No chain link fencing is allowed.

14.2.4 Fences shall not extend beyond the front of the building into front yard areas.

**ARTICLE XV**  
**MAINTENANCE**

**15.1 INTENT**

15.1.1 It is the intent of this Article that permitted uses shall provide and maintain a proper appearance from streets and adjoining properties.

**15.2 REQUIREMENTS**

15.2.1 Each Lessee shall at all times, keep his lot, buildings and improvements in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety.

15.2.2 Each Lessee shall provide for the timely removal of trash and rubbish from his lot.

15.2.3 During construction, it shall be the responsibility of each Lessee to ensure that, while improvements are under construction, lots are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers and the like are to be kept in a neat and orderly manner.



**ARTICLE XVI**  
**ENVIRONMENTAL PERFORMANCE STANDARDS**

**16.1 INTENT**

16.1.1 It is the intent of this Article that permitted uses shall be a good neighbor to adjoining properties by the control of noise, odor, glare, vibration, smoke, dust, liquid wastes, radiation, radioactivity, toxic materials, and any other factors considered to be offensive or safety hazards.

16.1.2 In addition to these Environmental Performance Standards, all applicable City, Parish, State and Federal regulations and laws shall be followed.

16.1.3 It is further the intent of this Article to state the condition of construction and operation that site uses will be expected to comply. In many cases the relation of a perspective use to all these performance standards cannot be judged properly at the time of a site plan approval. In such cases, the recipient of the site plan approval should note that these performance standards, like all other provisions of these covenants are continuing obligations and that all site uses will be expected to operate in compliance with these standards.

**16.2 NOISE**

16.2.1 The following noise standards shall apply to all property within University Research Park:

1. Allowable Exterior Noise Level 7 a.m. to 10 p.m. - 65 dBA
2. Allowable Exterior Noise Level 10 p.m. to 7 a.m. - 60 dBA

16.2.2 Each of the noise limits specified here shall be reduced by 5 dBA for impulse tone noises, or for noises consisting of speech or music provided, however, that if the ambient noise level exceeds the resulting standard, the ambient shall be the standard.

**16.3 ODORS**

16.3.1 Odors from any use shall not be discernible at any lot line.

16.3.2 The values given in Table III (Odor Thresholds) Chapter 5, "Physiological Effects", in the "Air Pollution Abatement Manual", by the Manufacturing Chemists' Association, Inc., Washington, D. C., copyright 1951, shall be used as standard in case of doubt concerning the character of odors emitted. In such case, the smallest value given in Table III shall be the maximum odor permitted.

#### **16.4 GLARE**

16.4.1 Glare, whether direct or reflected, such as from floodlights or high temperature processes, and as differentiated from general illumination, shall not be visible outside the lot on which it is generated.

#### **16.5 EXTERIOR LIGHTING**

16.5.1 Any light used for exterior illumination shall direct light away from adjoining properties.

#### **16.6 VIBRATION**

16.6.1 Vibration shall not be discernible, at any lot line, to the human sense of feeling for more than three minutes duration in any one hour. Vibration shall not produce at any time an acceleration of more than 0.1 gravities or shall not result in any combination beyond the "safe" range of Table 7, United States Bureau of Mines Bulletin No. 442, "Seismic Effects of Quarry Blasting". The methods and equations of said Bulletin No. 442 shall be used to compute all values for the enforcement of this provision.

#### **16.7 SMOKE**

16.7.1 Measurement shall be at the point of emission. The Ringleman Smoke Chart published by the United States Bureau of Mines shall be used for the measurement of smoke. Smoke not darker or more opaque than No. 1 on said chart may be emitted for periods not longer than four (4) minutes in any thirty (30) minute interval. This provision, applicable to visible grey smoke, shall also apply to visible smoke of a different color but with an equivalent apparent opacity.

#### **16.8 DUST**

16.8.1 Solid or liquid particles shall not be emitted at any point in concentration exceeding 0.3 grains per cubic foot of the conveying gas or air. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of 500 degrees F and 50% excess air.

## **16.9 GASES**

16.9.1 Fumes or gases shall not be emitted at any point in concentrations or amounts that are noxious, toxic, or corrosive. The values given in Table V (Exposures to Substances Causing Injury to Vegetation) in the latest revision of Chapter 5, "Physiological Effects", in the Air Pollution Abatement Manual by the Manufacturing Chemists' Association, Inc., Washington, D. C., are hereby established as guides for the determination of permissible concentration or amounts.

## **16.10 HAZARDS**

16.10.1 Operations shall be carried on with reasonable precautions against fire and explosion hazards. All areas inside and outside of buildings shall conform to all City and State fire codes.

## **16.11 RADIATION**

16.11.1 As specified by the regulations of the Nuclear Regulatory Commission, operations shall cause no dangerous radiation at any lot line or in any area where people outside lot lines could be expected.

16.11.2 Operations shall cause no release of radioactivity at any lot line or in any area where non-employees could be expected, in violation of Title 10, Chapter 1, Part 20, Code of Federal Regulation, "Standards for Protection Against Radiation", dated January 26, 1957, or any subsequent revision or amendment thereof.

## **16.12 ELECTRICAL RADIATION**

16.12.1 Any electrical radiation shall not adversely affect at any point, any operations or any equipment other than those of the creator of the radiation.

## **16.13 WASTE**

16.13.1 All sewage and industrial wastes shall be treated and disposed of in such a manner as to comply with standards of the State of Louisiana, the City of Lafayette and the Environmental Protection Agency. Approval of the Lessor of all plans for waste disposal facilities shall be required before the issuance of any site plan approvals.

**ARTICLE XVII**  
**CONSTRUCTION REGULATIONS**

**17.1 GENERAL**

17.1.1 Construction at University Research Park is expected to take a number of years. In order to assure that there will be no environmental damage and in order to maintain an attractive, nuisance-free setting during the extended period of construction, special criteria shall be imposed to insure that environmental and visual protection may be required. Before construction begins, the applicant shall submit to the Lessor a program which delineates the proposed methods of compliance with criteria set forth in this Article.

17.1.2 Street access for construction work shall be limited to one location per lot subject to approval by the Lessor. Mud, dirt, or other surface debris deposited on the street at the access point shall be washed or removed daily to avoid compaction and damage to the roadway and to minimize impact on the drainage system.

17.1.3 Structures, portable offices, and other related facilities shall be maintained in good repair and arranged in a compact and organized manner on the lot. These facilities shall be situated so as not to be obtrusive or unsightly when seen from the street or adjacent properties. Location shall be submitted and approved as part of the site plan review process. Temporary structures shall not be placed in front yards of any lot without permission of the Lessor. All temporary structures and portable facilities shall be removed upon the completion of construction activity and before occupancy of the building.

17.1.4 Temporary utilities on the construction lot shall be contained in a single, unobtrusive arrangement. Distribution to the various areas of construction shall be from an on-site location, approved by Lessor.

17.1.5 Material storage areas shall be at a location that shall be visually unobtrusive from the street and adjacent properties. Storage areas shall not be placed in front yards of any lot without permission of the Lessor. Mobile equipment is to be arranged in an orderly manner at the end of each work day.

17.1.6 Construction debris shall be concealed during construction by locating it in a visually screened area until it is removed. Removal shall be on a regular basis. After construction is completed, temporary barriers, surplus materials, and all trash, debris and rubbish shall be promptly removed from the lot. Burial of debris on-site is not permitted.

17.1.7 Topsoil and fill material stockpiled on the lot shall be seeded or mulched and appropriately graded to avoid erosion. Stockpiles shall be maintained and kept weed-free.

17.1.8 Interim construction signs shall conform to criteria specified in Article VIII. The sign shall be removed upon completion of construction.

17.1.9 All trees and other plant materials designated in the approved site plan for preservation shall be protected during construction and shall be permanently protected in case of site modifications that alter the tree's environment. The Lessee shall repair, restore or replace damaged trees or landscaped areas on adjacent lots, property or street right-of-ways or medians that may be damaged as a result of construction activities on the Lessee's lot.

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

**18.1 PROJECT SUPERVISION**

18.1.1 Lessee agrees to allow the Lessor's construction project manager and Lessor's agents, free access onto the lot for the purpose of assuring the Lessor that the facility is being constructed in accordance with the approved site plans and that the Lessee is meeting the requirements of these covenants.

**18.2 SPECIAL ASSESSMENTS/UNDERGROUND UTILITIES**

18.2.1 Each lot shall be, prior to initial occupancy of a building, appropriately serviced by a street and by sewer and water lines for which the tenant may be subject to special assessments by the University of Louisiana at Lafayette or the City of Lafayette.

**18.3 RIGHTS-OF-WAY/EASEMENTS**

18.3.1 Each Lessee shall cooperate with the Lessor in the planning and granting of all easements necessary and reasonable for the further development of the University Research Park.

18.3.2 The Lessor reserves the right to convey or grant easements in or across, or dedicate portions of the University Research Park from time to time for such purposes as the Lessor deems reasonably necessary or desirable for the full development of University Research Park as contemplated herein, and in furtherance thereof, to withdraw said portion from these covenants.

**ARTICLE XIX**  
***AMENDMENT AND ENFORCEABILITY***

**19.1 GENERAL**

19.1.1 These development covenants, conditions and restrictions may be amended from time to time by the Lessor without the necessity of first obtaining the approval, joinder, or consent of any other person or entity.

19.1.2 The right to enforce the terms and conditions of these covenants is vested solely in the Lessor and no other person or entity shall have the right to enforce the same without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. The remedies for any breach or violation shall include all rights and remedies provided at law or in equity, including but not limited to the right of injunction and specific performance.

**ARTICLE XX**  
**VARIANCE AND APPEALS**

**20.1 BOARD OF VARIANCE AND APPEALS**

20.1.1 This Declaration shall hereby establish a Board of Variance and Appeals that shall consist of three (3) members appointed by and serving at the pleasure of the University President selected from the members of the University Research Park Steering Committee.

20.1.2 The purpose of the Board of Variance and Appeals shall be to review and make recommendations to the University President concerning the following request by University Research Park's Lessees:

- .1 Requests for approvals required by these Development Covenants, Conditions and Restrictions.
- .2 Requests for interpretations or clarifications of the requirements of these Development Covenants, Conditions and Restrictions.
- .3 Requests for waivers of, or variances to the requirements of these Development Covenants, Conditions and Restrictions.

20.1.3 The Lessee shall submit information supporting a request for approval, interpretation or variance along with a written request for a hearing to the Board of Variance and Appeals. The Board shall set a time and place for the hearing within thirty (30) calendar days after receipt of the request.

20.1.4 No later than fifteen (15) days following the date of the hearing, the Board shall recommend to the University President whatever action it deems appropriate regarding the request. Recommendations for granting approval, interpretation or variance shall require two (2) affirmative votes by Board members. Requests failing to receive two (2) affirmative votes shall be considered as a recommendation for not granting approval, interpretation or variance.

20.1.5 Within fifteen (15) days following the receipt a recommendation from the Board of Variance and Appeals concerning a request, the University President shall render a decision concerning the request. The decision of the University President shall be final.



**APPENDIX A**

UNIVERSITY RESEARCH PARK

***LAND USE PLAN***

**A.1 LAND USE PLAN**

A.1.1 The latest applicable version of the map titled University Research Park Land Use Plan shall become a part of the University Research Park development covenants, conditions, and restrictions setting the physical locations of requirements stated elsewhere in these covenants including but not limited to the following:

- .1 Location of Use Zones,
- .2 Location of required privacy fences,
- .3 Location and sizes of pedestrian easements,
- .4 Locations of existing leases,
- .5 Locations of existing and proposed streets and rights-of-way.

A.1.2 All future developments shall conform to the requirements for the Use Zones as established by the Land Use Plan.

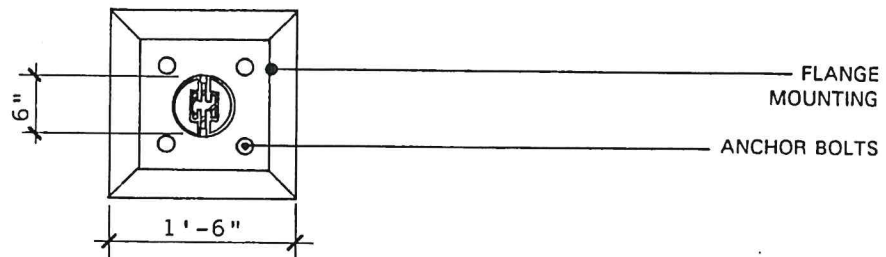
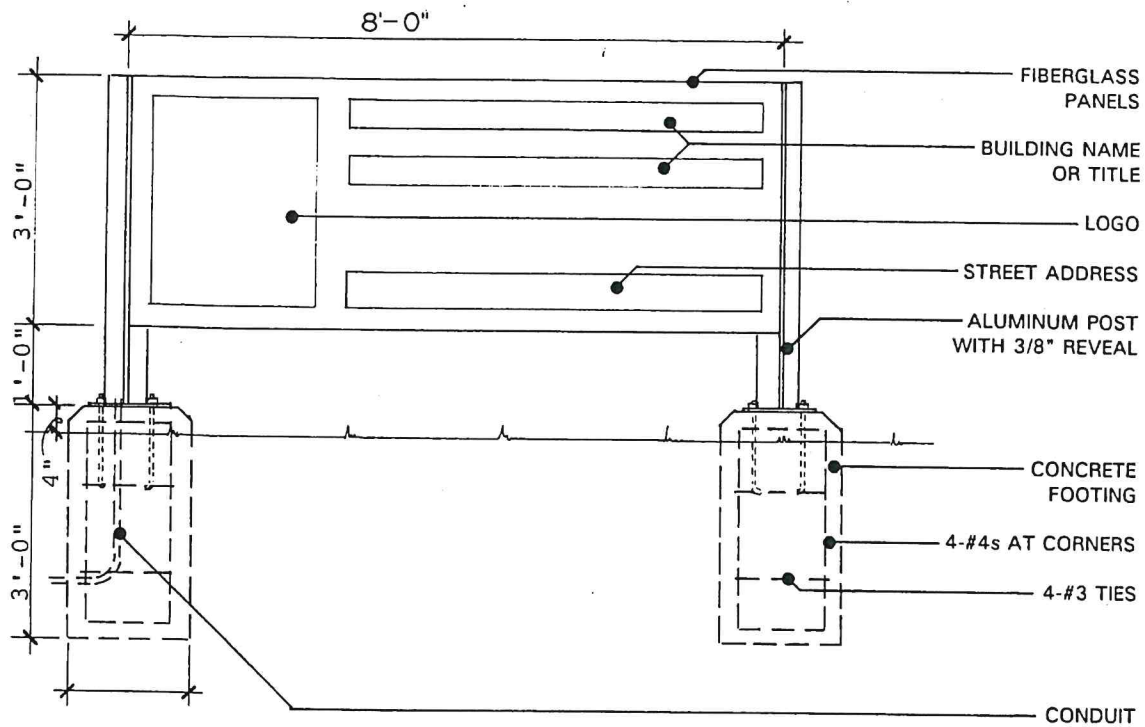


**APPENDIX B**  
***SIGN STANDARDS***

**B.1            SIGN STANDARDS**

B.1.1 Only one identification sign shall be permitted near the entrance to each lot.

B.1.2 Signs shall conform to the format configuration, color, materials and quality indicated herein.



DOUBLE SIDED, REINFORCED FIBERGLASS SIGN WITH ALUMINUM POST.  
 OPAQUE FIBERGLASS FACE PANELS. COLOR TO MATCH DEVOE 2D40C, DRAKE.  
 WHITE TRANSLUCENT GRAPHICS, OPTIMA LETTER STYLE.  
 BACKLIGHT WITH 120V FLUORESCENT LIGHTS.  
 ASI 1072 SERIES OR APPROVED EQUAL.

## IDENTIFICATION SIGN DETAIL

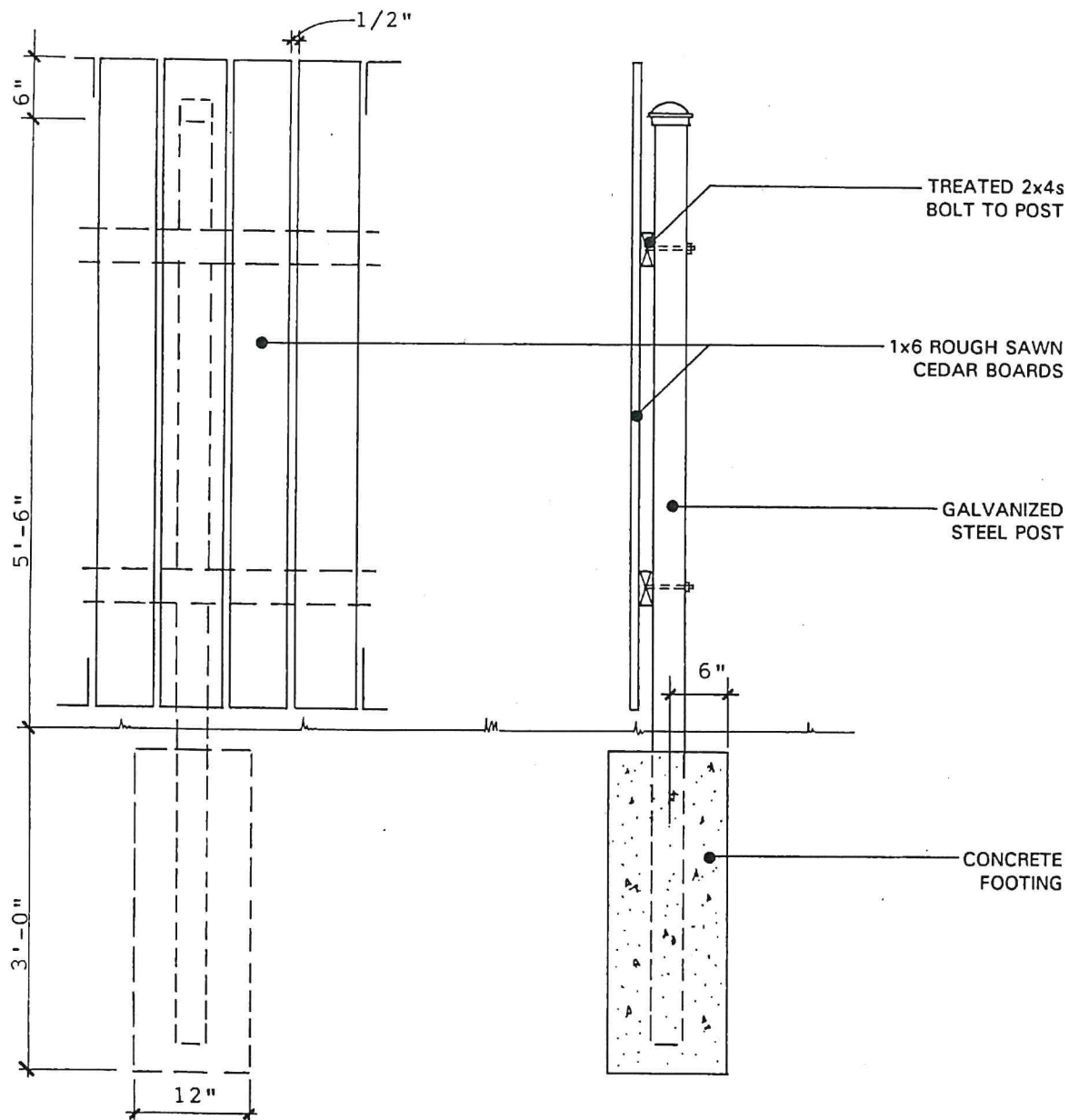
**APPENDIX C**

FENCE STANDARDS

**C.1 FENCE STANDARDS**

C.1.1 The Lessee shall provide a six (6) foot high wood privacy fence where indicated in Appendix A - University Research Park Land Use Plan along all lot lines contiguous to property that is not part of the University Research Park.

C.1.2 Fences shall conform to the size, configuration, color, materials and quality indicated herein.



FINISHED, BOARD SIDE SHALL FACE TOWARD THE ADJACENT PROPERTY. POST SIDE SHALL FACE THE LESSEE'S LOT.

## PRIVACY FENCE DETAIL

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

**FACILITIES PLANNING COMMITTEE**

**September 3, 2020**

**Item G.4.** University of Louisiana System's request for approval of the Fiscal Year 2021-22 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.

**EXECUTIVE SUMMARY**

UL System requests approval of the Fiscal Year 2021 Capital Outlay Budget Request and Institutions' Five-Year Plans for FY 2021-22 through FY 2025-26.

The Capital Outlay Budget Request contains a prioritized list of System and Campus projects separated into four categories, Emergency, Self-Generated Revenue, Continuing, and New.

Once approved by the Board, the Capital Outlay Budget Request for FY 2021-22 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year's state capital outlay budget.

**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 Fiscal Year 2021-22 Capital Outlay Budget Request and Institutions' Five-Year Capital Outlay Plans.*