

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

**FINANCE COMMITTEE**

**October 24, 2024**

**Item K.1.**     **Nicholls State University’s** request for approval to enter into a Cooperative Endeavor Agreement with Nicholls State University Foundation.

**EXECUTIVE SUMMARY**

Nicholls State University is requesting Board approval to enter into a Cooperative Endeavor Agreement (CEA) with the Nicholls State University Foundation. Under this agreement Nicholls State University will allow the Foundation and its data management partner (Balanced Media Technology “BMT”) to harness the power of idle computer processing capacity to create a virtual supercomputer. The Foundation and BMT need the computer processing capacity to continue its work in areas such as advanced research, development of new technology-based curriculums, and the creation and possible commercialization of intellectual property. This collaborative relationship is anticipated to allow the University to gain greater efficiencies in the normal operation of the University through deployment of AI and machine learning to perform repetitive operational tasks with the University in a secure environment.

All cybersecurity protocols shall be utilized in this arrangement and no university data shall be exposed in an unsecure manner. The University will incur no cost under this agreement but will gain access to and benefit from the work product developed by BMT in its work to use innovative technology to create solutions and opportunities benefiting not only the immediate region but a farther-reaching marketplace that may be served by the technology developed.

This new Cooperative Endeavor Agreement formed by and between Nicholls State University and Nicholls State University Foundation demonstrates their common interest of reaching a common mission to advance the role of the University in the intellectual, cultural, work force, and economic development of the region. This new agreement will benefit the University as well as the broader regional community.

The Cooperative Endeavor Agreement will begin on the date of execution and terminate on June 30, 2034. This agreement may be renewed for successive five (5) year terms upon the agreement of the University and the Foundation.

## 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 Nicholls State University's request to enter into a Cooperative Endeavor Agreement with Nicholls State University Foundation.*

***BE IT FURTHER RESOLVED,** that Nicholls 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 Dr. John J. Clune, President of Nicholls State University, is hereby designated and authorized to execute any and all documents necessary to execute this agreement.*

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



Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

K.1.

October 3, 2024

**Via Electronic Transmittal Only**

President Rick Gallot  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following item to be placed on the agenda for the October 24, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

*Cooperative Endeavor Agreement with Nicholls State University Foundation.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD  
President

JC/apf

Enclosures

- c: Mr. Terry Braud, Executive Vice President for Finance & Administration
- Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
- Dr. Michele Caruso, Vice President for Student Affairs
- Dr. Todd Keller, Vice Provost/Chief Academic Officer
- Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
- Ms. Alison Hadaway, Director of Human Resources
- Mr. Jerad David, Director of Communications & Legislative Affairs
- Ms. Paige Pierce, Director of Alumni Affairs
- Ms. Paulette Mayon, Controller & Ethics Liaison
- Dr. Martin Meder, Faculty Senate President

Cooperative Endeavor Agreement  
Between  
Nicholls State University  
and  
Nicholls State University Foundation, Inc.

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This Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between:

NICHOLLS STATE UNIVERSITY, whose mailing address is \_P.O. Box 2001, Thibodaux, LA 70310, hereinafter referred to as “UNIVERSITY” and represented by John J. Clune, Jr., its President; and

NICHOLLS STATE FOUNDATION, INC., whose mailing address is P.O. Box 2074, Thibodaux, LA 70310, being duly organized in the State of Louisiana, and recognized as a not for profit organization under Section 501 (c) (3) of the Internal Revenue Code, hereinafter referred to as “FOUNDATION” and represented by its President, Mr. Christopher H. Riviere; and

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, the UNIVERSITY is a constitutionally and statutorily created local political body of the State of Louisiana with the constitutional and statutorily created authority to contract, including entering into Cooperative Endeavor Agreements; and

WHEREAS, the UNIVERSITY has, through its normal course of operations, significant idle computing capacity in the form of idle or underutilized computers in computer laboratories, faculty offices, and staff offices during the normal business day and in the non-business hours; and

WHEREAS, the UNIVERSITY desires to make this excess computing capacity available to the FOUNDATION and its partnership with Balanced Media Technology (BMT), LLC for the benefit of the UNIVERSITY, the economic development of the University’s service area and the State of Louisiana; and

WHEREAS, the UNIVERSITY desires to benefit from the FOUNDATION’s partnership with BMT and the deployment of an advanced data platform (The Coastal Data Refinery) for the intake, processing and unifying of data sets both large and small scale; and

WHEREAS, the Coastal Data Refinery will host and utilize Artificial Intelligence (AI) and Machine Learning (ML) algorithms for the further refining, analysis, and visualization of data; and

WHEREAS, the FOUNDATION, through its partnership with BMT, in collaboration with the UNIVERSITY will serve a public purpose and have a public benefit to residents of the UNIVERSITY's service region and the State of Louisiana by providing access to the Coastal Data Refinery for use by the UNIVERSITY and its designated affiliates to facilitate the identification of potential geohazards, the ability to conduct advanced research, the creation and commercialization of intellectual property, the development of new technology-based curriculums, the ability to obtain new grant funding, to support federally-funded research, and to obtain greater efficiencies in the normal operations of the University through the deployment of AI and ML tools to perform repetitive operational tasks within the University in a secure environment; and

WHEREAS, the UNIVERSITY and FOUNDATION desire that this Agreement be formed by and between themselves as a demonstration of their common interest of reaching a common mission to advance the role of the UNIVERSITY in the intellectual, cultural, work force and economic development of the region; and

WHEREAS, both the UNIVERSITY and FOUNDATION have a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement; and

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

NOW, THEREFORE, the UNIVERSITY and FOUNDATION hereby enter into this Agreement to collaborate by using the excess computing capacity of the University to deploy and provide access to the Coastal Data Refinery powered by HEWMEN to support the University's mission under the following terms and conditions.

### **PURPOSE AND SCOPE**

The UNIVERSITY is partnering with FOUNDATION to benefit from the FOUNDATION and its partnership with BMT. The UNIVERSITY will gain access to and benefit from the work product developed by BMT in its work to use innovative technology to create solutions and opportunities benefiting not only this immediate region but a farther-reaching marketplace that may be served by the technology developed.

### **GENERAL CONDITIONS**

This Agreement is pursuant to \_\_\_\_\_ University of Louisiana System Resolution No. \_\_\_\_\_ of \_\_\_\_\_ meeting.

The responsibilities of the individual parties are agreed to be as noted herein:

A. The FOUNDATION shall:

1. Use the excess computing capacity provided by the UNIVERSITY for the purpose of deploying the Data Refinery powered by BMT's HEWMAN Solution to the University to produce tangible outcomes from research, Intellectual Property (IP) Creation and commercialization, and operational efficiency efforts that will directly impact academic, environmental, economic and other concerns in our regional communities.

B. The UNIVERSITY shall:

1. Provide access to the excess computing capacity at the UNIVERSITY to the FOUNDATION and its partnership with BMT for the purpose of deploying the Data Refinery powered by HEWMEN Solution to scale for the benefit of the University.

## **TERM AND TERMINATION**

This Cooperative Endeavor Agreement shall begin on the date of execution and terminate on \_\_\_\_\_. This agreement may be renewed for successive \_\_\_\_\_ year terms upon the agreement of the University and the Foundation.

For Convenience: This Agreement may be terminated by either party at any time by giving one hundred and twenty (120) days prior written notice to the other party.

For Cause: Either party may terminate this Agreement for cause based upon the other party's breach of any terms and/or conditions of this Agreement; provided that the non-breaching party shall provide the other party written notice specifying the breach. If within thirty (30) days after receipt of such notice, the breaching party shall not have either corrected such a breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the nonbreaching party may, at its option, place the breaching party in default and this Agreement shall terminate on the date specified in such notice.

Fiscal Funding: The continuation of this Cooperative Endeavor Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Cooperative Endeavor Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Cooperative Endeavor Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Cooperative Endeavor Agreement, the Cooperative Endeavor Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **INDEMNIFICATION**

The Foundation and their non-university partners agree to protect, defend, indemnify, save and hold harmless, Nicholls State University, the State of Louisiana, the University of Louisiana System, the Louisiana Board of Regents, its board members, officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Foundation and their non-university partners, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by The Foundation and their non-university partners as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of Nicholls State University, the University of Louisiana System, the Louisiana Board of Regents, its board members, officers, agents, representatives, and/or employees. The Foundation and their non-university partners agree to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

Nicholls State University agrees to protect, defend, indemnify, save and hold harmless, the Foundation and their non-university partners its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Nicholls State University, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Nicholls State University as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the Foundation or their non-university partners, its agents, representatives, and/or employees. Nicholls State University agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

## **DISCRIMINATION CLAUSE**

Both parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Employment Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

Both parties agree not to discriminate in their employment practices and render services under this Cooperative Endeavor Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, and disabilities.

Any act of discrimination committed by a party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Cooperative Endeavor Agreement.

### **NOTICES**

Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or deposited in the United States mail, certified mail, and postage prepaid, to the address set forth below, or to such other address as may be designated by a party in writing:

To FOUNDATION: P.O. Box 2074  
Thibodaux, LA 70310  
ATTN: Christopher H. Riviere

To UNIVERSITY: P.O. Box 2001  
Thibodaux, LA 70310  
ATTN: Dr. Jay Clune, President

### **SEVERABILITY; WAIVER OF BREACH**

In the event any provision of this Agreement is held unenforceable or invalid for any reason, the remainder of the Cooperative Endeavor Agreement shall remain in full force and effect and enforceable in accordance with its terms.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of breach of any other provision. No delay in acting with regard to any breach shall be construed to be a waiver of such breach.

### **GOVERNING LAW**

This Cooperative Endeavor Agreement shall be governed by the laws of the State of Louisiana. Venue of any action brought shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **COMPLIANCE WITH APPLICABLE LAWS**

Both parties agree to observe and comply with the provisions of all applicable federal, state, and local laws, regulations, and standards.



**CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the non-University partners to this Cooperative Endeavor Agreement, any of its employees, agents, or subcontractors will have access to Nicholls State University (State government) information technology assets, the non-university partners, their employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the non-university partners, their employees, agents, or sub-contractors must present evidence of such compliance annually and upon request. The non-university partners, their employees, agents or sub-contractors may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to Nicholls State University (State government) information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of Nicholls State University (State) information technology systems or networks. Examples would include but not be limited to University/State-issued laptops, VPN credentials to credentials to access the State network, badging to access the University’s/State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the University/State. Final determination of scope inclusions or exclusions relative to access to University/State government information technology assets will be made by the Office of Technology Services.

**ENTIRE AGREEMENT: AMENDMENT**

This Cooperative Endeavor Agreement contains the entire understanding of the parties pertaining to its subject matter and supersedes any prior written or oral communication between the parties. This Agreement shall be modified only by an instrument in writing signed by both parties.

In witness whereof, the FOUNDATION and UNIVERSITY have caused this agreement to be signed and delivered by their authorized representatives as of the date set forth below.

For \_\_\_\_\_

For \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**FINANCE COMMITTEE**

**October 24, 2024**

**Item K.2.**      **University of Louisiana System's** financial status of alternatively financed projects for the fiscal year ended June 30, 2024.

**EXECUTIVE SUMMARY**

Presented is a summary of financial activities of the UL System's alternatively financed capital projects for the fiscal year ended June 30, 2024. This information was obtained from standardized financial reports and certifications submitted by each university.

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

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

**FINANCE COMMITTEE**

**October 24, 2024**

**Item K.3.**     **University of Louisiana System's** report of Fiscal Year 2023-24 fourth quarter financial reports and ongoing assurances.

**EXECUTIVE SUMMARY**

Attached is a summary of the financial activities through the year ended June 30, 2024. This information was obtained from fourth quarter financial reports submitted by each university.

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