



Louisiana State University System
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

General Counsel

May 20, 2015

225 / 578-0335

225 / 578-0329 fax

Ms. Pamela Bartfey-Rice, CPPB, Director
Division of Administration
Office of Contractual Review
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

RE: Cooperative Endeavor Agreement, Amendment No. 1
LSU and the LSU Research and Technology Foundation

Dear Ms. Rice,

Attached is a copy of an approved Cooperative Endeavor Agreement between LSU and the LSU Research and Technology Foundation (RTF) as well as a proposed first amendment to that agreement. The proposed amendment will result in the non-public RTF expending in excess of \$1,000,000.00 from the operation, management, or control of a state resource. Pursuant to R.S. 39:366.11 LSU is informing the Division of Administration of this proposed amendment.

I will await your instructions regarding the submittal to the Joint Legislative Committee on the Budget as required by R.S. 39:366.11.

Please contact me if you have any questions.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Marchand", written over a horizontal line.

James E. Marchand
Attorney, Office of the General Counsel

LSU
225 578-0337

Attachments:

BOBBY JINDAL
GOVERNOR



KRISTY H. NICHOLS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

OFFICE OF THE
PRESIDENT

AUG 27 2014

LSU SYSTEM

August 25, 2014

Dr. F. King Alexander
President
Louisiana State University System
Board of Supervisors
3810 Lakeshore Drive
Baton Rouge, LA 70808

Dear Dr. Alexander:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on July 1, 2014. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Louisiana State University System
CFMS# 729262 LSU System Research and Technology Foundation

The CFMS number preceding the cooperative party's name has been assigned by this office and is used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

Handwritten signature of Pamela Bartfay Rice in cursive.

Pamela Bartfay Rice, Esq.
Interim Director

Handwritten signature of Kama Adair in cursive.
State Contracts/Grants Officer

Enclosures

REVISED EXECUTION VERSION

COOPERATIVE ENDEAVOR AGREEMENT

BY AND AMONG

LSU RESEARCH AND TECHNOLOGY FOUNDATION

AND

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE,
which includes the following research campuses,
Louisiana State University and Agricultural and Mechanical College,
Louisiana State University Agricultural Center,
Pennington Biomedical Research Center,
Louisiana State University Health Sciences Center – New Orleans, and
Louisiana State University Health Sciences Center – Shreveport**

DATED AS OF MAY 16, 2014

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made and entered into this 1st day of July, 2014 (the “**Effective Date**”), by and between LSU Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**RTF**”), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, its duly authorized undersigned President & Chancellor (hereinafter referred to as “**LSU**”), which includes the following research campuses, Louisiana State University and Agricultural and Mechanical College (“**LSU A&M**”), Louisiana State University Agricultural Center (“**LSU Agricultural Center**”), Pennington Biomedical Research Center (“**Pennington**”), Louisiana State University Health Sciences Center – New Orleans (“**LSU HSC – New Orleans**”), and Louisiana State University Health Sciences Center – Shreveport (“**LSU HSC – Shreveport**”) (each an “**LSU Research Campus**” and collectively, the “**LSU Research Campuses**”). The RTF and LSU are each referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

RECITALS

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

WHEREAS, in 2002, the RTF was organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and, since inception, has been affiliated with LSU as defined in La. R.S. 17:3390, with a principal purpose of supporting the programs, facilities and research and educational opportunities offered by LSU;

WHEREAS, in furtherance of this principal purpose, the RTF is authorized, among other things, to coordinate and manage the development, transfer, protection and maintenance of intellectual property and other intangible property and rights for, to or in the marketplace from research and technology derived from (a) LSU and other research institutions and facilities in Louisiana (the “**Research Entities**”) and (b) start up research, technology, life sciences and digital media businesses emanating from the Research Entities (the “**Start Up Businesses**”);

WHEREAS, in December 2012, an LSU Transition Advisory Team (“**LSU TAT**”) was formed and tasked with making recommendations in support of LSU2015, “a strategic effort [to] implement[] organizational and operational changes [to] collectively better position all Louisiana State University campuses to thrive in the rapidly changing environment of higher education;”

WHEREAS, in July 2013, the LSU TAT issued its final report to LSU (the “**TAT Final Report**”) identifying technology transfer as a key component of LSU2015 and suggesting development of “a new service model incorporating the best of technology transfer at the campus level and the best of a research foundation model designed to proactively and efficiently deliver

the technical administrative services and commercialization support vital to building a top tier commercialization and technology transfer system;”

WHEREAS, in response to, and as recommended in, the TAT Final Report, F. King Alexander, the President and Chancellor of LSU, formed a President’s Committee on Technology Transfer (“PCTT”) that was charged to, among other things, “[d]evelop strategies to more closely integrate technology transfer activities through collaboration between the [RTF] and [the LSU Research Campuses];”

WHEREAS, on December 20, 2013, the PCTT issued a report titled “A New Approach to Technology Transfer at LSU: Partnerships for Progress in Leveraging Innovation,” recommending, among other things, (a) establishment of “a new, shared-services partnership with the [RTF] for centralized administrative support functions, allowing each [LSU Research Campus] the ability to maintain and enhance its individual technology transfer operations;” (b) preparation of “a one year [agreement] between the RTF and each [LSU Research Campus]” pursuant to which “expenses for these centralized services will be shared according to a formula based upon each [LSU Research Campus]’ relative proportion of LSU’s total annual research expenditures;” and (c) “[a]fter the first year of operation,” an expected allocation in the agreement that will be adjusted based upon the actual accrued expenditures of each LSU Research Campus and other factors; and

WHEREAS, the RTF and LSU, including each of its LSU Research Campuses, are each willing and desires to enter into such a shared-services partnership and this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Introduction

The Recitals set forth hereinabove are incorporated herein in their entirety.

For purposes of this Agreement, “**LSU Intellectual Property**” means “LSU Intellectual Property” as defined in Chapter VII of the LSU regulations, which includes any LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, LSU Mark or Other LSU Intellectual Property as also defined therein, but excluding those trademarks governed and/or licensed by the LSU Trademark Licensing program that protects, promotes and supports the use of the LSU name and trademarks on products in the marketplace.

A. LSU and its Research Campuses

1. **Autonomy**. Notwithstanding any provision to the contrary contained herein, the RTF shall have no decision-making authority in connection with the LSU Research Campuses’ technology transfer operations and activities.

2. **Reserved Powers and Responsibilities**. Each LSU Research Campus shall maintain, control and staff its own independent technology transfer office (each an “LSU

Research Campus Technology Transfer Office”) and shall have responsibility for (and the RTF shall have no responsibility for or authority concerning) the following in connection therewith:

- (a) Subject to all applicable LSU Bylaws, Regulations, and policies, preparing an annual operating and capital budget for its LSU Research Campus Technology Transfer Office;
- (b) Establishing policies and procedures for, and identifying employees or positions responsible for, the management of the LSU Intellectual Property developed by its faculty;
- (c) Monitoring and ensuring compliance with all procedures and obligations under the Bayh-Dole Act (PL-517) or other applicable laws, regulations, agreements or contracts with respect to the management of the LSU Intellectual Property developed by its faculty;
- (d) Developing, and providing to the RTF Designated Representative (as defined in Subsection B(3) of this Agreement), a normal operating protocol setting forth the assistance that it anticipates requesting in accordance with Subsection (B)(1)(a) of this Agreement, although the Parties acknowledge that each LSU Research Campus may deviate from its normal operating protocol as necessary; and
- (e) Developing, in conjunction with the other LSU Research Campuses, a disclosure form (the “**Disclosure Form**”) specifying the information that must be reported for inclusion in the KSS Database (as defined in Subsection B(1)(b) of this Agreement) in connection with any LSU Intellectual Property developed by its faculty and timely completing and submitting the Disclosure Form to the KSS Database Manager (as defined in Subsection B(1)(b)(ii) of this Agreement).

3. LSU Designated Representative; Monitoring Plan. For purposes of this Agreement, LSU designates LSU’s President and Chancellor or his or her designee or such other individual as may in the future be identified by LSU by written notice provided to the RTF in the manner provided for in Subsection S(3) of this Agreement to act on behalf of LSU (the “**LSU Designated Representative**”). The LSU Designated Representative will monitor compliance with the terms of this Agreement and, in connection therewith, will review each written report provided by the RTF to the LSU Designated Representative in accordance with Subsection B(1)(g)(ii) of this Agreement.

B. The RTF

1. Services. Subject to and in accordance with the terms and conditions set forth herein, the RTF will offer or provide the following technology transfer administrative support functions (the “**Services**”) to each of the LSU Research Campuses:

(a) Intellectual Property.

(i) Written Request Required. *Only on written request of the applicable LSU Research Campus Technology Transfer Office specifically identifying the relevant LSU Intellectual Property and the assistance requested,* the RTF, and/or legal advisors or other external advisors retained by the RTF, will assist the applicable LSU Research Campus Technology Transfer Office with one or more of the following:

A. Evaluation of the patentability and marketability of the
LSU Intellectual Property;

B. In compliance with all applicable laws, retention of intellectual property counsel (with input from the applicable LSU Research Campus Technology Transfer Office), including independent intellectual property counsel (“**Independent IP Counsel**”) and/or in-house intellectual property counsel (“**RTF In-House IP Counsel**”), as appropriate, to evaluate and, if requested by the applicable LSU Research Campus Technology Transfer Office, obtain protection for the LSU Intellectual Property, including preparing and filing any necessary patent or copyright application(s) or registrations concerning any LSU Intellectual Property;

C. Identifying potential licensees of the LSU Intellectual
Property;

D. Preparing, negotiating and obtaining any necessary approval for any licensing agreements concerning the LSU Intellectual Property;

E. Ensuring that any licensees meet their obligations under any licensing agreements executed in connection with the LSU Intellectual Property, including working in conjunction with the relevant LSU Research Campus’ collections department to ensure payment of licensing fees due thereunder, and otherwise monitoring such agreements; and

F. Preparing and negotiating any other agreements, including sponsored-research agreements, related to the LSU Intellectual Property.

(ii) Legal Advisors. Should the RTF retain a legal advisor(s), including Independent IP Counsel and/or RTF In-House Counsel, to provide any of the Services contemplated by this Subsection B(1)(a) to any LSU Research Campus Technology Transfer Office, the legal advisor(s), RTF and LSU, including the applicable Research Campus, will enter into a common interest or other agreement setting forth the terms of the legal relationship by and among each, including the privileges applicable to the exchange or disclosure of information pursuant thereto.

(b) Database. Each LSU Research Campus Technology Transfer Office currently shares, and inputs information concerning its technology transfer operations and activities into, the Knowledge Sharing System database (the “**KSS Database**”). On and after the Effective Date, the RTF will:

(i) Maintain the KSS Database;

(ii) Hire a database manager (with input from each of the LSU Research Campus Technology Transfer Offices) to manage the KSS Database (the “**KSS**

Database Manager”) and, in connection with such management, input into the KSS Database the information contained on each Disclosure Form (as defined in Subsection A(2)(e) of this Agreement) submitted by each of the LSU Research Campuses; and

(iii) Upon specific request and as mutually agreed upon in writing by and between the RTF and the applicable LSU Research Campus, provide any LSU Research Campus Technology Transfer Office with reports or other information concerning the data contained in the KSS Database.

(c) Website. The RTF will host a website featuring all LSU Intellectual Property that is available for licensing by third parties.

(d) Marketing. At the request of the appropriate LSU Research Campus Technology Transfer Office, the RTF will market to, and recruit, potential partners to invest in or commercialize any LSU Intellectual Property that is available for licensing by third parties.

(e) Branding. The RTF will work to develop a national brand for LSU Intellectual Property and the LSU Research Campuses’ technology transfer operations and activities. The RTF and each of the LSU Research Campuses will coordinate with the Brand Management Team established by the LSU President to promote consistency of LSU’s branding efforts.

(f) Training and Resources. The RTF will provide training and resources to the LSU Research Campuses related to technology transfer as mutually agreed upon in writing by and between the RTF and each LSU Research Campus.

(g) Reporting. Through and including the date on which this Agreement terminates, the RTF will provide the following reports hereunder:

(i) No less than monthly, the RTF will provide the President and Chancellor of LSU and the leader of each LSU Research Campus Technology Transfer Office with a written report detailing the Services the RTF has provided to all LSU Research Campuses since issuance of the RTF’s last report and providing any other metrics concerning technology transfer concerning the LSU Research Campuses as mutually agreed upon in writing by and among the RTF, LSU and each LSU Research Campus; and

(ii) On or before each six month anniversary of the Effective Date of this Agreement, the RTF will prepare a written report concerning the use of funds the RTF receives hereunder as well as the specific goals and objectives for the use of such funds and forward this written report to the LSU Designated Representative.

2. Changed Services. The Services to be provided after the Effective Date may be reduced, additional services may be provided, and other changes to, or clarification of, the Services may be made by the RTF or LSU or the LSU Research Campuses according to the following procedures. If material reductions in, additions to, other changes to, or clarifications of the Services are required or desired by the RTF or LSU or the LSU Research Campuses (the “**Changed Services**”), the Party proposing the Changed Services shall prepare and deliver to the other Party a written statement describing the proposed Changed Services, the reason therefor,

and the anticipated change in cost resulting therefrom (the “**Written Statement**”). Implementation of the Changed Services shall require the written consent of the other Party to the Written Statement. If written consent of the other Party is obtained, the Written Statement shall constitute an amendment to this Agreement, shall be effective on the date of said consent unless a different effective date is stated therein and shall be subject to all of the terms and conditions of this Agreement except those which the Written Statement expressly supersedes. The RTF or LSU or the LSU Research Campuses may propose immaterial Changed Services verbally or in writing; however, implementation of any such services shall require the written consent of the other Party. *Amendments to this Agreement shall not be effective until approved by the Office of Contractual Review.*

3. RTF Designated Representative. For purposes of this Agreement, the RTF designates its Chief Executive Officer or his or her designee or such other individual as may in the future be identified by the RTF by written notice provided to LSU in the manner provided for in Subsection S(3) of this Agreement to act on behalf of the RTF (the “**RTF Designated Representative**”).

C. Financial Terms

In consideration of the Services the RTF provides hereunder, the RTF will receive the annual fee (the “**Annual Fee**”) described in this Section C. Other than the Annual Fee, the RTF acknowledges that it is not entitled to any additional payments from either LSU or any of the LSU Research Campuses pursuant to this Agreement. The RTF may seek funding from other sources to cover its start-up and any other costs it incurs in providing the Services provided such funding does not violate applicable law or the terms and conditions of the RTF’s organizational documents.

1. Annual Fee Timing. The Annual Fee is payable to the RTF in twelve (12) equal monthly installments unless the Parties agree in writing to an accelerated or decelerated payment schedule.

(a) First Annual Fee. The first Annual Fee is Eight Hundred Thousand (\$800,000) Dollars and is payable by each LSU Research Campus as follows:

LSU A&M	\$332,061
LSU Agricultural Center	\$154,531
Pennington	\$87,960
LSU HSC – New Orleans	\$176,229
LSU HSC – Shreveport	\$49,219
TOTAL	\$800,000

(b) Subsequent Annual Fees. Each Annual Fee subsequent to the first Annual Fee as well as the percentage of each subsequent Annual Fee that will be paid by each of the LSU Research Campuses will be adjusted each year based on multiple factors to be discussed and agreed upon in advance in writing by the RTF, LSU and the LSU Research Campuses. *Annual Fees and Payment Terms for years 2 and 3 will be added by an amendment approved by the Office of Contractual Review.*

2. Payment Terms. On and after the Effective Date of this Agreement, the RTF will invoice each LSU Research Campus for its respective monthly share of the Annual Fee ten (10) days prior to the first day of each ensuing calendar month, and each LSU Research Campus will pay the RTF its respective monthly share of the Annual Fee by the first day of each ensuing calendar month.

D. Additional RTF Support

In addition to the Services described in Section B of this Agreement, the RTF will offer and provide additional technology transfer administrative support functions to each of the LSU Research Campuses (the “**Additional RTF Support**”) pursuant to this Agreement. The RTF will not receive consideration of any kind from the LSU Research Campuses, and will not use the Annual Fee, to pay for provision of this Additional RTF Support. Specifically, the RTF will:

1. Provide RTF In-House Counsel (as defined in Subsection B(1)(a)(i)(B) of this Agreement) and the KSS Database Manager (as defined in Subsection B(1)(b) of this Agreement) with office space, equipment and supplies;

2. Provide RTF In-House Counsel and the KSS Database Manager with administrative support staff;

3. Reimburse RTF In-House Counsel and the KSS Database Manager for their travel and communication expenses;

4. Provide any additional legal services necessary to supplement the services provided by RTF In-House Counsel;

5. *Only on written request of the applicable LSU Research Campus Technology Transfer Office*, assist researchers form entrepreneurial organizations based on LSU Intellectual Property;

6. Assist LSU Research Campuses in obtaining additional funding and available tax credits in support of commercializing LSU Intellectual Property; and

7. Provide information to the LSU Research Campuses regarding best practices regarding technology transfer.

E. Expenses

Each Party shall be responsible for its own legal, consulting and other expenses incurred in connection with negotiation of this Agreement unless the Parties otherwise agree in writing to share specific expenses between them.

F. Indemnity

1. Indemnity Obligations of the RTF. The RTF agrees to protect, defend, indemnify, save, and hold harmless, LSU and the LSU Research Campuses and their board

members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of the RTF, its agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by LSU or the LSU Research Campuses as a result of any such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of LSU and the LSU Research Campuses or their officers, agents, servants, employees and/or volunteers. The RTF agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

2. Indemnity Obligations of LSU. LSU and the LSU Research Campuses agree to protect, defend, indemnify, save, and hold harmless, the RTF and its board members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of LSU or the LSU Research Campuses or their agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the RTF as a result of any such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the RTF, its officers, agents, servants, employees and/or volunteers. LSU and the LSU Research Campuses agree to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agree to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. However, the Parties further agree that the costs and expenses incurred by LSU and the LSU Research Campuses in fulfilling their defense and indemnity obligations hereunder shall be limited to proceeds from the Office of Risk Management or other applicable LSU insurance plan which are available for this purpose.

G. Insurance

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's

employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

H. Non-Assignability

The Parties shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Parties; provided, however, the RTF may freely assign to its bank, trust company, or other financial institution any money due or to become due from approved agreements. However, notice of such assignment or transfer shall be furnished promptly to LSU, the LSU Research Campuses and LSU's Vice President for Finance & Administration/Chief Financial Officer.

I. Binding Effect

Except as otherwise provided herein, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, legatees, executors, administrators and legal representatives.

J. Audit and Auditors

The Parties hereby agree that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, as well as the internal auditors of LSU acting directly or through contracted auditors shall have the option of auditing all records and accounts of the RTF that relate to this Agreement, as well as all contracts with outside consultants and service providers relative to the performance of services under this Agreement.

K. Record Retention

RTF agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three (3) years after final payment hereunder, or as required by applicable Federal law if Federal funds are used to fund this Agreement.

L. Ownership

All records, reports, documents and other material delivered or transmitted to the RTF by LSU and/or the LSU Research Campuses shall remain the property of LSU and shall be returned by the RTF to LSU, at the RTF's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the RTF in connection with the performance of the services contracted for herein shall become the property of LSU, and shall, upon request, be returned by the RTF to LSU, at the RTF's expense, at termination or expiration of this Agreement.

M. Term

This Agreement shall begin on the Effective Date and shall terminate on June 30, 2017. The termination date may be extended by written amendment to this Agreement, which must be signed by each of the Parties after obtaining any necessary approvals.

N. Termination

LSU may terminate this Agreement at any time by giving thirty (30) days written notice to the RTF. The RTF shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

O. Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Legislature as determined by LSU in its sole discretion. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this 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 this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated unless terminated earlier as otherwise provided in this Agreement.

P. Discrimination Clause

1. Applicable Non-Discrimination Acts. The Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

2. Non-Discrimination Policy. The Parties agree not to discriminate in employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability.

3. Termination. Any failure to comply with these statutory obligations when applicable, or any act of discrimination committed by any Party, shall be grounds for termination of this Agreement.

Q. Independent Contractors

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The RTF shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement.

R. Tax Liability

The RTF hereby agrees that the responsibility for payment of taxes due, if any, in connection with the funds received under this Agreement shall be the obligation of the RTF.

S. Agreement Approval

This Agreement, as well as any amendments hereto, shall not be effective until it has been approved and signed by all parties and until it has been approved by the Director of the Office of Contractual Review or the Commissioner of Administration.

T. General Provisions

1. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

2. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. The 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana, shall be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding by and among the Parties in connection with, or by reason of, this Agreement.

3. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly provided upon delivery, if by hand; on the guaranteed delivery date, if by reputable overnight courier; or upon confirmation of successful transmission if by email. Notices must be addressed to the addressee, or the person then-holding the office of the addressee, at the following addresses or to such other person or address as a Party may give notice to the other Parties:

If to RTF: LSU Research and Technology Foundation
340 East Parker Boulevard
Baton Rouge, LA 70803
Attention: Arthur R. Cooper, Chief Executive Officer
Email: acooper@laetc.com

with a copy to: Kantrow, Spaht, Weaver & Blitzer (APLC)
City Plaza, Suite 300
445 North Boulevard
Baton Rouge, LA 70802
Attention: W. Scott Keaty, Esq.
Email: scott@kswb.com

If to LSU: Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: F. King Alexander, President and Chancellor
Email: alexander@lsu.edu

with a copy to: Taylor, Porter, Brooks & Phillips LLP
8th Floor Chase Tower South
451 Florida Street
Baton Rouge, LA 70801
Attention: John P. Murrill, Esq.
Email: john.murrill@taylorporter.com

If to LSU A&M: Louisiana State University and
Agricultural and Mechanical College

206 Louisiana Emerging Technology Center
340 East Parker Boulevard
Baton Rouge, LA 70808
Attention: Andrew J. Maas, M.S., J.D., LL.M.
Assistant Vice Chancellor for Research Technology
Transfer
Director, Office of Intellectual Property,
Commercialization & Development
Email: andrewm@lsu.edu

If to LSU
Agricultural Center: Louisiana State University Agricultural Center
104 J. Norman Efferson Hall
110 LSU Union Square
Baton Rouge, LA 70803-0106
Attention: Wade Baumgartner, Ph.D., J.D., Director
Office of Sponsored Programs and Intellectual Property
Email: WBaumgartner@agcenter.lsu.edu

If to Pennington: Pennington Biomedical Research Center
6400 Perkins Road
Baton Rouge, LA 70808
Attention: Leslie M. Smith, M.S., J.D.
Licensing & Technology Officer
Office of Intellectual Property & Technology Transfer
Email: Leslie.Smith@pbrc.edu

If to LSU HSC –
New Orleans: Louisiana State University
Health Sciences Center – New Orleans
433 Bolivar Street, Suite 827
New Orleans, LA 70112
Attention: Patrick E. Reed, M.S., RTTP, Director
Office of Technology Management
Email: preed3@lsuhsc.edu

If to LSU HSC –
Shreveport: Louisiana State University
Health Sciences Center – Shreveport
1501 Kings Highway, Room 1-214
Shreveport, LA 71103
Attention: Annella Nelson
Office for Sponsored Programs and Technology Transfer
Email: anelso@lsuhsc.edu

4. Entire Agreement; Supercedure. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supercedes any and all

prior contracts, agreements and understandings between the Parties, whether written or oral, concerning the subject matter hereof and is a complete statement of the terms thereof.

5. Amendments. The Parties agree that any amendment to this Agreement must be in writing and executed by all Parties.

6. Construction. The Parties and/or their respective counsel have participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted together by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement. In entering this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

9. Further Assurances. From time to time hereafter, each Party shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the other Parties may reasonably request, for the purpose of fulfilling its obligations hereunder.

10. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, board member, officer, agent or employee of any Party hereto in his individual capacity, and those persons executing this Agreement on behalf of a Party to this Agreement shall not be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

11. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to a Party upon any breach by the other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

[Signature page follows]

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 27th day of June, 2014, to be effective as of the Effective Date.

WITNESSES:

LSU RESEARCH AND TECHNOLOGY FOUNDATION

Sandy Deslark
[Signature]

By: [Signature]
Name: Arthur R. Cooper
Title: Chief Executive Officer

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 1st day of July, 2014, to be effective as of the Effective Date.

WITNESSES:

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

Dellie Richards
Vicki L. George

By: F. King Alexander
Name: F. King Alexander
Title: President & Chancellor

OK to Sign
AL

APPROVED
Office of the Governor
Office of Contractual Review

[Signature]
DIRECTOR

[Signature Page for Cooperative Endeavor Agreement]

**FIRST AMENDMENT TO
COOPERATIVE ENDEAVOR AGREEMENT BY
AND AMONG
LSU RESEARCH AND TECHNOLOGY FOUNDATION
AND**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE,
which includes the following research campuses, Louisiana
State University and Agricultural and Mechanical College,
Louisiana State University Agricultural Center,
Pennington Biomedical Research Center,
Louisiana State University Health Sciences Center – New Orleans,
Louisiana State University Shreveport and Louisiana State University
Health Sciences Center – Shreveport**

BE IT KNOWN that on the date last signed below the LSU Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**RTF**”), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, its duly authorized undersigned President (hereinafter referred to as “**LSU**”), which includes the following research campuses, Louisiana State University and Agricultural and Mechanical College (“**LSU A&M**”), Louisiana State University Agricultural Center (“**LSU Agricultural Center**”), Pennington Biomedical Research Center (“**Pennington**”), Louisiana State University Health Sciences Center – New Orleans (“**LSU HSC – New Orleans**”), Louisiana State University Shreveport (“**LSU-S**”) and Louisiana State University Health Sciences Center – Shreveport (“**LSU HSC – Shreveport**”) (each an “**LSU Research Campus**” and collectively, the “**LSU Research Campuses**”). The RTF and LSU are each referred to herein as a “**Party**” and, collectively, as the “**Parties,**” do hereby enter into this **Amendment to Contract CMFS# 729262** under the following terms and conditions. This amendment shall become effective on July 1, 2015.

PURPOSE: To add LSU-S to agreement and extend the amend the budget per section C(1)(b).

SECTION AMENDED: C. Financial Terms

In consideration of the Services the RTF provides hereunder, the RTF will receive the annual fee (the “**Annual Fee**”) described in this Section C. Other than the Annual Fee, the RTF acknowledges that it is not entitled to any additional payments from either LSU or any of the

LSU Research Campuses pursuant to this Agreement. The RTF may seek funding from other sources to cover its start-up and any other costs it incurs in providing the Services provided such funding does not violate applicable law or the terms and conditions of the RTF's organizational documents.

1. Annual Fee Timing. The Annual Fee is payable to the RTF in twelve (12) equal monthly installments unless the Parties agree in writing to an accelerated or decelerated payment schedule.

(a) First Annual Fee. The First Annual Fee is Eight Hundred Thousand (\$800,000.00) Dollars and is payable by each LSU Research Campus as follows:

LSU A&M	\$	332,061
LSU Agricultural Center	\$	154,531
Pennington	\$	87,960
LSU HSC – New Orleans	\$	176,229
LSU HSC – Shreveport	\$	49,219
TOTAL	\$	800,000

(b) Second Annual Fee. The Second Annual Fee is One Million, Three Hundred Twenty Six Thousand, Eight Hundred Sixteen (\$1,326,816.00) Dollars and is payable by each LSU Research Campus as follows:

LSU A&M	\$	686,509
LSU Agricultural Center	\$	252,465
Pennington	\$	103,341
LSU HSC – New Orleans	\$	206,068
LSU HSC – Shreveport	\$	76,717
LSU-S	\$	1,716
TOTAL	\$	1,326,816

(c) Subsequent Annual Fees. Each Annual Fee subsequent to the first Annual Fee as well as the percentage of each subsequent Annual Fee that will be paid by each of the LSU Research Campuses will be adjusted each year based on multiple factors to be discussed and agreed upon in advance in writing by the RTF, LSU and the LSU Research Campuses. ***Annual Fees and Payment Terms for year 3 will be added by an additional amendment approved by the Office of Contractual Review.***

2. Payment Terms. On and after the Effective Date of this Agreement, the RTF will invoice each LSU Research Campus for its respective monthly share of the Annual Fee ten (10) days prior to the first day of each ensuing calendar month, and each LSU Research Campus will pay the RTF its respective monthly share of the Annual Fee by the first day of each ensuing calendar month.

[Signature page follows]

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the ____ day of _____, 2015, to be effective as of the Effective Date.

WITNESSES:

**LSU RESEARCH AND
TECHNOLOGY FOUNDATION**

By: _____
Name: Arthur R. Cooper
Title: Chief Executive Officer

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the ____ day of _____, 2015, to be effective as of the Effective Date.

WITNESSES:

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

By: _____
Name: F. King Alexander
Title: President

[Signature Page for 1st Amendment of Cooperative Endeavor Agreement]