

Approved by the Joint Legislative
Committee on the Budget

DATE: 8-14-15 

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	\$	729,578
LSU Agricultural Center	\$	235,484
Pennington	\$	96,390
LSU HSC – New Orleans	\$	192,207
LSU HSC – Shreveport	\$	71,557
LSU-S	\$	1600
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]