

AGENDA

LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU System Building
Baton Rouge, Louisiana

FRIDAY, JULY 27, 2012

**10:00 A.M – 11:30 A.M.
INFORMATIONAL SESSION**

THE NEW SCHOOL OF THOUGHT FOR HIGHER ED
Jeff Selingo, *The Chronicle of Higher Education*

(Discussions held during this session are for information only.
No Board action will be taken.)

**1:00 P.M.
INTEGRATED COMMITTEE MEETINGS**

PUBLIC COMMENTS

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see:

<http://www.lsusystem.edu/index.php/board-of-supervisors/public-comments/>

<p>I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE</p>
--

<p>Dr. John George, Chairman</p>

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division

**II. FINANCE, INFRASTRUCTURE, AND CORE
DEVELOPMENT COMMITTEE**

Mr. Ronald R. Anderson, Chairman

1. Request to Approve the FY 2012-2013 Expenditure of Carroll W. Feist Legacy Funds for the LSU Health Sciences Center- Shreveport Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose
2. Discussion of FY 2012-2013 Budget Reduction (materials to be distributed at the meeting)
3. LSU System Bond Analysis (Written Report, No Action Required)

III. PROPERTY AND FACILITIES COMMITTEE

Mr. Ray Lasseigne, Chairman

1. Request for Approval of (1.) Master Plan and (2.) Determination of Acceptable University Purpose for the Burden Center
2. Recommendation to approve the Cooperative Endeavor Agreement in support of the National Center for Advanced Manufacturing (NCAM)

IV. AUDIT COMMITTEE

Mr. Ronald R. Anderson, Chairman

The Audit Committee will meet in the President's Conference Room following the Integrated Committee Meetings and the Board Meeting. The Committee may go into Executive Session in accordance with the provisions of LA. R.S. 42:6.1 A (4)

AGENDA
LSU BOARD OF SUPERVISORS MEETING

(Immediately following the Integrated Committee Meetings)

Friday, July 27, 2012

Mr. Hank Danos, Chairman

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Introduction of Faculty and Staff Representatives
4. Oath of Office for New Board Members
5. Approval of the Minutes of the Board Meeting held on June 8, 2012
6. Personnel Actions Requiring Board Approval
7. President's Report
8. Report on Activities of the Board of Regents
9. Reports to the Board
 - A. Health Plan Status Report (Written Report Only)
10. Approval of Consent Agenda Items
 - A. Recommendation to approve the acquisition of property by the LSU Health Sciences Foundation in Shreveport for the benefit of the LSU Health Sciences Center- Shreveport and determination of an Acceptable University Purpose
 - B. Endowed Professorships approved by Interim President Jenkins that were forwarded to the Louisiana Board of Regents to request matching funds prior to July 2, 2012:

LSU

- Charles Lamar Family Professorship for Graduate Studies in the School of Music, College of Music and Dramatic Arts at LSU

- Mary Jo Klosterman Professorship #2 in the Department of Geology and Geophysics, College of Science at LSU
- George C. Kent Distinguished Professorship #5 in the College of Science at LSU
- Shell Honors College Professorship #4 in the Honors College at LSU
- Shell Honors College Professorship #5 in the Honors College at LSU
- Shell Honors College Professorship #6 in the Honors College at LSU
- Shell Professorship in Oceanography/Wetland Studies #2 in the School of the Coast and Environment at LSU
- Robey H. Clark Distinguished Professorship #2 in the Department of Geology and Geophysics, College of Science at LSU
- Ron and Dr. Mary Neal Geaux Teach Distinguished Professorship in the College of Science at LSU
- Janet D. and Hermann Moyse, III Professorship in Social Work, School of Social Work at LSU
- Jacques Arnaud Professorship #2 in the College of Humanities and Social Sciences, Department of French Studies at LSU
- John and Catherine Day Professorship in Oceanography and Coastal Sciences, School of the Coast and Environment at LSU

LSUS

- Enhancement of the George & Regina Khoury Endowed Professorship in Sciences to the George & Regina Khoury Endowed Super Professorship in Sciences in the College of Arts and Sciences at LSU Shreveport
- C. Request a one-year conditional approval of the proposed Energy Law Center at the LSU Paul M. Hebert Law Center

- D. Request approval of an Exclusive Patent and Know How License between Reptigen, LLC and the LSU Ag Center
- E. Request approval of an Exclusive Patent and Know How License between PamLab, Inc. and the LSU Ag Center

11. Committee Reports

**I. HEALTH CARE AND MEDICAL EDUCATION
COMMITTEE**

Dr. John George, Chairman

**II. FINANCE, INFRASTRUCTURE, AND CORE
DEVELOPMENT COMMITTEE**

Mr. Ronald R. Anderson, Chairman

III. PROPERTY AND FACILITIES COMMITTEE

Mr. Ray Lasseigne, Chairman

12. Chairman's Report

13. Adjournment

If you plan to attend any meeting listed on this notice and need assistance because you are disabled, please notify the Office of the LSU Board of Supervisors at (225) 578-2154 at least 7 days in advance of the meeting.



Request to Approve the FY 2012-2013 Expenditure of Carroll W. Feist Legacy Funds for the LSU Health Sciences Center – Shreveport Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose

To: Members of the Board of Supervisors

Date: July 27, 2012

Pursuant to paragraph D. of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Significant Board Matter

This matter is a "significant board matter" pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

Required by the terms of a court order and agreement, and the Uniform Affiliation Agreement for Foundations and support organizations.

2. Summary of the Matter

The Feist-Weiller Cancer Center is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$2,997,250 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Cancer Center. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport, a budget is required for the expenditure of Legacy Account funds with the budget to be initially approved by the LSU HSC – S Chancellor and then approved by the LSU System President. The matter is before the Board in accordance with the Second Addendum and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have Board of Supervisors review and approval.

The campus suggests that the requested expenditure of funds will help strategic initiatives of the Cancer Center in the area of Translational Research, Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, Research Infrastructure, and enhanced support for clinical research appear as well as funding for expansion of space/equipment for patient related research efforts.

Pursuant to the Uniform Affiliation Agreement actions taken, particularly those involving transactions in the nature of capital outlays, must be found to have a university, rather than foundation, purpose.

3. Review of Business Plan

The total budget request is for \$2,997,250. The requested funds would be drawn from CFeist Legacy earnings during FY 2012-2013 and would not require any additional State General Fund Support above the current levels. In addition, the CFeist principal would remain intact.

A summary of the Budget Request follows with more detailed information included as Attachment A.

Programs in Translational Research:	\$250,000
Innovative North Louisiana Experimental Therapeutics (INLET)	\$150,000
Breast Cancer Focus Group (BCFG)	\$ 25,000
Upper Aerodigestive Cancer Group (UADCG)	\$ 25,000
Translational Urologic Research Group (TURG)	\$ 25,000
Viral Oncology Program	\$ 25,000
Intramural Stipend and Grant Support:	\$100,000
Program Infrastructure:	\$750,000
Cancer Tissue procurement Lab	\$ 25,000
Cancer Clinical trials research office	\$200,000
Faculty recruitment seed packages	\$300,000
Equipment maintenance and replacement	\$ 50,000
Faculty and Trainee research support	\$175,000
Tumor Genome Sequencing Core Research Lab:	\$390,000
Expansion of the FWCC EA Conway Cancer Program:	\$300,000
Purchase new Partners in Wellness Cancer Screening Van:	\$1,110,000
Mobile cancer screening van	\$580,000
Topographic Digital Mammography Unit	\$530,000
Bioinformatics and Health Information Technology Core Research Facility:	<u>\$97,250</u>
Total Budget Requested	<u>\$2,997,250</u>

4. Review of Documents Related to Referenced Matter

As noted in a March 2009 memorandum from the LSU System Office of General Counsel to the FWCC:

"Carroll Feist's will left a generous donation for the benefit of the cancer center, but the identification of the specific entity (LSU or the Foundation) to which he intended to donate the funds was not clearly established. To responsibly resolve issues which may have been raised by this vagueness, LSU and the HSC – S Foundation entered into a Second Addendum to the original Affiliation Agreement to establish the control over those funds and the procedures which would be followed to use those funds for the benefit of the cancer center. The central goal was to maintain the level of responsibility and accountability that should reasonably be expected of state funds, were they deemed to be that, and, at the same time, reasonable flexibility of the funds by the use of a non-state LSU-affiliated foundation."

The memorandum further mentioned that the Second Addendum is clear on the process to be followed for approval of budgets and major purchases. Paragraph 9 provides that the Foundation "may spend income of the CFeist Legacy Account up to a cumulative maximum in any one fiscal year, of \$1,000,000.00 with the prior approval of the Chancellor of LSUHSC-S and the President of the LSU System, which approval shall be deemed to have been given by the President if spent pursuant to a budget which has received the prior approval of the President. **Expenditures of income in excess of \$1,000,000.00 in any one fiscal year require the consent of the LSU Board of Supervisors**".

5. Other

The competitive process for expending funds for goods and services in excess of \$25,000 as required in Paragraph 7 of the Second Affiliation agreement was approved by Board action on October 27, 2006. The process provides for a streamlined approach for acquisitions requiring only written bids or RFPs.

ATTACHMENTS:

- (A) Letter from Dr. Glen Mills, Director of the Cancer Center with approvals from Chancellor Barish, LSU HSC S and Harry McInnis, Jr., LSU Health Sciences Foundation in Shreveport

RECOMMENDATION(s)

It is recommended that the Board consider the resolution set forth below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$2,997,250 as reflected in Attachment A from the CFeist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center – Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.



Health Sciences Center

Feist-Weiller Cancer Center
LSU Health Sciences-Shreveport

05/18/12

To: Robert A. Barish, MD
 Chancellor, LSUHSC-Shreveport

From: Glenn M. Mills, MD 
 Director, Feist-Weiller Cancer Center

Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2012-2013

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University.

The following is our budget request for the fiscal year 2012-2013. This will be the first budget proposed under the new director Dr. Glenn Mills.

The budget request will provide support for the Programs in Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs and expansion of space/equipment for patient related research efforts. A detailed explanation of the budget items follows the budget summary.

Summary of Budget Request

1. Programs in Translational Research	\$250,000
INLET:	\$150,000
TURG:	\$25,000
BCFG:	\$25,000
Viral Oncology:	\$25,000
UADCG	\$25,000
2. Intramural Stipend and Grant Support:	\$100,000
3. Infrastructure:	\$750,000
Cancer Tissue procurement Lab	\$25,000
Cancer Clinical trials research office	\$200,000
Faculty recruitment seed packages	\$300,000
Equipment maintenance and replacement	\$50,000
Faculty and Trainee research support	\$175,000

4. Tumor Genome Sequencing Core Research Lab:	\$390,000
5. Expansion of the FWCC EA Conway cancer program:	\$300,000
6. Purchase new PIW cancer screening van:	\$1,110,000
Mobile cancer screening van:	\$583,000
Tomographic Digital Mammography unit and reading station:	\$532,000
7. Bioinformatics and HIT Core Research Facility:	\$97,250
<u>Total Budget Requested:</u>	\$2,997,250

Details of Budget Request

1. PROGRAMS FOR TRANSLATIONAL RESEARCH – BUDGET REQUEST \$250,000

The Cancer Center has three Research Divisions: Basic and Translational Cancer Research, Clinical Cancer Research, and Cancer Control and Prevention. Within the Division of Basic and Translational Cancer Research there are three Programs: Tumor Virology, Cancer Cell Biology, and Translational Cancer Research. Within the Program in Translational Cancer Research there are 4 focus groups that comprise a mix of basic and clinical scientists who apply their combined skills to do research directly applicable to clinical cancer problems. These focus groups are 1) the Translational Urogenital Research Group (TURG) headed by Dr. Sheri Meyers, 2) the Breast Cancer Focus Group (BCFG) under the direction of Dr. Heather Kleiner, 3) the Natural Products Group under the direction of Dr. Jim Cardelli and the 4) Upper Aerodigestive cancer group (UADCG) under the direction of Dr. Cherie-Ann Nathan. Much of the research of these 4 focus groups is aided by the Center for Experimental Cancer Therapeutics (CECAT), established by the FWCC to facilitate cancer drug discovery and development.

A. Support for the Innovative North Louisiana Experimental Therapeutics (INLET) Program (formerly CECAT): Request \$150,000

In the past year partnerships between the CECAT and other Universities across northern Louisiana including LSU, ULM and La Tech have been established. Since we have expanded our presence to other regional Universities we have renamed CECAT - INLET, which stands for Innovative North Louisiana Experimental Therapeutics. The current mission statement of INLET is 1) *to identify and develop novel, proprietary therapeutic agents and innovative drug delivery strategies*, 2) *to partner with other north Louisiana Universities, pharmaceutical companies and private sector businesses to generate federal grants, patents, licensing and business opportunities to generate a self-sustaining revenue stream* and 3) *to act as a regional center to catalyze translational medicine and drug discovery*. INLET possesses a unique technology, high throughput and high content drug screening equipment and 6 large drug libraries. When cancer researchers at the FWCC discover new cancer causing genetic defects/pathways the INLET technology can assist the investigators in developing unique new cancer therapies. INLET is currently involved in 10 projects to discover and/or develop new therapies for cancer. Last year the requested INLET budget was \$200,000, which helped to support studies in 4 laboratories that generated over \$1,000,000 in Federal and corporate grants. Based on our progress in generating revenue to support the INLET, this year we request only a total of \$150,000 to support personnel and underwrite projects with a high probability of leading to

extramural funding, licensing possibilities or to the commercialization of a treatment that could be used in the clinic. Because we are underwriting project costs, we will partner with investigators to share in future revenue generated by SRAs, licensing or company spin offs. As well we will contract the services of INLET to other university investigators to aid all faculty in the development of new disease therapies.

The budget will also support laboratories actively pursuing development of natural products as anti-cancer and cancer preventive agents. Multiple FWCC faculty are investigating the efficacy of natural products as cancer therapeutics and/or chemopreventive agents. For instance, Dr. Cherie-Ann Nathan has been investigating the turmeric spice, curcumin, as an anti-cancer agent in head and neck cancer. Two other laboratories (Dr. Jun Chung and Shile Huang) are exploring the molecular mechanisms by which curcumin works as an anti-cancer agent. Dr. Jim Cardelli, Professor of Microbiology and Immunology, has developed several natural products including several polyphenol agents that appear effective in several pre-clinical and clinical trials. Dr. Heather Kleiner, Associate Professor of Pharmacology, has demonstrated the efficacy of natural products from ginger and citrus as chemopreventive agents in a model of breast cancer. Because of these successes, Dr. Cardelli has started the Natural Products Focus Group (part of the INLET) to further study the mechanisms of action of phytochemicals and to pursue attempts at commercialization. Part of the INLET budget will be used to fund natural product-based research needed to obtain critical preliminary data that can be used to apply for NCI grants and to start clinical trials of these agents.

B. Support for the Breast Cancer Focus group, Upper Aerodigestive Cancer group, Translational Urologic Research Group and the Viral Oncology Program: Request \$100,000

These four groups contain scientists from both clinical and basic science departments who have facilitated the development of cancer translational research approaches in a multi-disciplinary fashion. We request \$100,000 for these groups (\$25,000 each) to defray the costs of development of tissue microarrays and immunohistochemistry studies used to support multidisciplinary cancer research projects that will use the INLET as a core.

2. INTRAMURAL GRANT & GRADUATE STUDENT STIPEND - BUDGET REQUEST \$75,000

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer biology laboratories. The FWCC has pledged to contribute to two such grants (\$25,000/grant total of \$50,000 per year) for graduate students working in the laboratories of FWCC members. In addition, with the cuts in Federal research funding, successful laboratories are having increasing difficulties in supporting research efforts. We will fund one \$50,000 Bridging grant to help a FWCC faculty bridge to a successful grant application. These grants will be reviewed and ranked by the LSUHSC-S Research Advisory Committee. The FWCC Research advisory committee will then make the awards based on center needs and ranking.

<u>Two FWCC Graduate Fellowships</u>	\$50,000
<u>Bridging Grant</u>	\$50,000

3. FWCC INFRASTRUCTURE – BUDGET REQUEST \$750,000

The FWCC has funded entirely or in part various infrastructures vital to the translational and clinical cancer research interests of its faculty. While much of these infrastructures are perpetuated by grants, contracts, and fees some require additional support and we are requesting continuing support at \$750,000 for critical equipment and staffing needs.

Tissue Procurement Facility \$25,000

The FWCC operates a tissue procurement/banking facility. This facility includes the collection, typing, cataloging and storing of various cancer tissue and serum samples which are available to the research community on this campus. For example the tissue in the repository was used to develop a very successful tissue array for breast cancer that is widely used by multiple investigators. The \$25,000 will be used to support the acquisition of tissue specimens from other hospitals, purchase reagents & gases, and for preparation of research materials.

Clinical Research Office \$200,000

The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI MBCCOP grant. This is an increase in the level of support from previous years and will be used to fund 4 positions in this office.

Research Equipment, Supplies, Personnel and Seed Packages costs etc. \$525,000

The requested amount will be used as follows:

- | | |
|--|-----------|
| a) Repair and replace old cancer research equipment as needed. | \$50,000 |
| b) Seed package commitment to Dr.'s Bodily, Bhartee, & Hildebrandt. | \$300,000 |
| c) FWCC Faculty and Trainee Research Support to include: travel to national meetings to present research results, visiting professorship lecture series, faculty research salary supplements, travel to obtain research training or to be involved in development of new research projects, publication costs, new cancer related research equipment needs and other unforeseen expenses related to cancer research. | \$175,000 |

4. TUMOR GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$390,000

Cancer care and research is entering a new era – one of Personalized Oncology. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply sequence the entire genome of a patient's cancer. We will be able to tell exactly what genetic changes have occurred to cause an individual's cancer. Thus we can rapidly predict what chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology will allow us to design clinical research protocols that will specifically target these mutations. As well, we will combine the research results on these cancers with drug screening in the INLET program to find new agents if no current drugs are of benefit. This budget year we will purchase the Next-Generation sequencing equipment, computers and software to start the program, provide for one Research Technician to process and analyze the specimens and budget for the analysis of 150 cancer samples. The equipment will be placed in the FWCC core cancer research facility located on the 6th floor of the BRI. Drs. Jon Wilson, Robert Chervinak and Kevin McCarty will supervise use. The ability to study the whole cancer genome will enhance the research efforts

of the FWCC basic research faculty. It will be available free of charge to all faculty of the FWCC for their research needs as well. Other faculty of the university can use for their research under the research core facility rules and charges.

The requested amount will be used as follows:

a) Illumina MiSeq next generation sequencer & 1 year service contract.	\$140,000
b) DNA processing/preparation equipment.	\$55,000
c) Research Technician 3 salary.	\$70,000
d) Consumables and miscellaneous reagents	\$100,000
e) Research related travel to meetings, office supplies, computers, software, networkable storage drives, etc.	\$25,000

5. FWCC EA CONWAY CANCER PROGRAM – BUDGET REQUEST \$300,000

The FWCC has had a cancer outreach clinic at EA Conway for the last 16 years. Dr. Glenn Mills has led this program since its inception and has expanded clinics from one to three days a week. Over 500 cancer patients are seen and treated monthly at this site. The principle of our outreach program is to bring the cancer center to the patient rather than force the patient to come to the center. Thus we have brought almost all of the research protocols of the FWCC to the patients in Northeast Louisiana. We have 2 full time CRAs (data managers) on site to assist in these research efforts and in addition the LSUHSC-Shreveport IRB serves as the Conway IRB. Approximately 20% of all patients going on clinical research trials of the FWCC are from Conway. Patients in this clinic are from the entire northeast delta portion of the state and most have insufficient funds to travel routinely to Shreveport. The FWCC clinic at Conway gives them a chance to receive cutting edge cancer care on the protocols of our center close to their home. We plan to expand the clinic at Conway renovating a new area so that we may hold clinic 5 days a week allowing for an expansion of services that we can offer. The current clinic is shared with other services and we cannot expand. This expansion should allow for our participation in all the local tumor boards at the private hospitals of the region, enhancing protocol recruitment. The cost of the clinics construction and purchase of any needed equipment/furnishings is estimated to be \$300,000.

6. PIW CANCER SCREENING VAN – BUDGET REQUESTED \$1,110,000

The Partners in Wellness Cancer Screening Program is one of the most effective programs of the FWCC. Not only do we provide free cancer screening to a population that has no other way to be screened, we travel to 26 sites in the northwest region of our state so that Louisiana citizens can be served near their home. Our current screening van travels as far south as Alexandria and east to Farmerville. Dr. Jerry McLarty the director of the Cancer Control and Prevention section of the FWCC supervises this program. Annually he receives over \$600,000 in grants and contracts to fund free cancer screening from multiple agencies and foundations including the ACS, Susan Komen Foundation, Avon, Louisiana DHHS and the CDC. Along with providing desperately needed cancer screening to this population he has established an active research program. Patients agree to have blood drawn and frozen and stored for future research projects in molecular epidemiology, cancer control and prevention. This will be an invaluable resource for future research as over 60% of patients return annually to be screened, allowing longitudinal epidemiologic studies. In an effort to grow our service base we plan to expand this program as well to the northeast delta region. We will base our old van in Monroe participating with the local PIW service to offer free screening in the delta. In addition to purchasing a new van we will acquire the latest in digital mammography equipment, a tomographic mammography unit. This innovative machine performs tomographic imaging of the

breast similar to a CAT scan. Reliability is enhanced and radiation dose is minimized with this new technology. We will be the first in the northern region of our state to offer this and the only mobile screening unit in the state with this technology. The enhanced reliability of the system will lead to less need for call-back exams, a significant problem for our patients who may not be able to go to a hospital or screening site easily for additional views if the van is not there.

The requested budget will be used as follows.

- | | |
|--|-----------|
| a) Mobile screening van. | \$580,000 |
| b) Tomographic Digital Mammography Machine | \$530,000 |

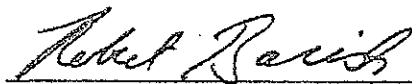
**7. Bioinformatics and Health Information Technology Research Core Facility –
Budget requested = \$97,250**

Bioinformatics and Health Information Technology (HIT) are key tools needed in the analysis of cancer information and data both in the modern genomics cancer laboratories (Bioinformatics) and in the analysis of clinical patient data abstracted from the modern Electronic Health Records (HIT). Unfortunately both FWCC and LSUHSC do not have the necessary infrastructure in place to help our basic and clinical researchers conduct these types of analysis. Results of the cancer research in our new Human Tumor Genome Sequencing lab will generate enormous amounts of data (320GB data per sample). We must develop the expertise to analyze this data. Currently we are partnering with faculty at LSUS to assist us but we will need extra capacity with this project. As well, we have recently implemented the new EPIC EHR in our hospital. This state wide EHR will link all LSU hospitals together. Currently almost 25% of all cancer cases are seen in our network. It is vital that we have the capacity to "mine" this data both at our center and state wide. This will be important in obtaining data in current clinical research projects and also as we look for trends in statewide cancer incidence, therapy, survival and cost effective health care delivery. We can do epidemiologic studies to look for cancer clusters or areas that need additional services such as cancer screening. These funds will be used to establish this new research core in the Cancer Control and Prevention section of the FWCC.

The requested budget will be used as follows:

- | | |
|---|----------|
| a) Salary for a HIT specialist/computer analyst. | \$62,250 |
| b) Computer servers for data analysis and data storage. | \$35,000 |

Approved:

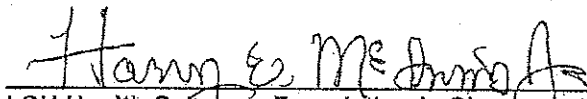


Robert A. Barish, MD, MBA
Chancellor, LSU Health Sciences Center-Shreveport

5/18/12

Date

Approved:


LSU Health Sciences Foundation in Shreveport
By Harry E. McInnis, Jr., Chairman of the Board

5-23-12

Date



Preliminary Report to Board of Supervisors on LSU System Bond Analysis (For Informational Purposes Only)

To: Members of the Board of Supervisors

Date: July 27, 2012

Pursuant to a request from the Board at its June 8, 2012 Finance, Infrastructure, and Core Development Committee the following report is provided:

As of June 30, 2011 (exclusive of UNO), the LSU System had \$428,032,083 in outstanding bonds with interest rates ranging from 2% to 7.375%. An important aspect of strategic debt management at a University is managing existing debt. As you are aware, most of the LSU System bonds have been issued with future maturity dates of ten (10) to thirty (30) years. During that length of time, there can be many changes to the market and other changes to the financial environment in which these bonds reside. In response to these changes, the importance of bond refinancing as a debt management tool for the University increases.

A refunding is the issuance of new bonds to replace an outstanding bond issue. Refunding is typically used to reduce the borrower's interest costs, remove restrictive or burdensome covenants imposed by the current terms, or to restructure existing debt by, for example, rescheduling the timing or amount of the amortization schedules. The most common use of refunding and for which we will focus is to achieve cost savings. However, because of the transaction costs involved in refunding, interest rates would need to be reduced considerably to ensure that an appropriate amount of cost savings is achieved.

In order to effectively evaluate a refunding candidate, it is important to be knowledgeable of certain financing terms:

- Optional Call Provision/Optional Call Date
- Current Refunding
- Advance Refunding
- Escrow Defeasance Portfolio
- Present Value Savings

Optional Call Provision/ Optional Call Date – Most municipal bond issues are structured with an Optional Call Provision or Optional Call Date, which allows the issuer to refund/refinance outstanding bonds at a pre-determined call date and a call price (e.g. 101%), and replace them with new refunding bonds. The optional call date for most municipal bonds is typically 10 years from the date of issuance.

Current Refunding – The issuance of new bonds to replace an existing bond issue when the existing issue is callable for redemption when the new bonds are issued or within 90 days of their date of issuance.

Advance Refunding – A refunding in which refunding bonds are sold more than 90 days prior to the call date provided in the financing documents.

Escrow Defeasance Portfolio – A deposit with a trustee of a combination of cash and government securities that are sufficient to pay the escrow requirement: the debt service, call premium, if any, and the outstanding principal of refunded bonds due on the optional call date or the date of the advance refunding.

Present Value Savings – The current value of a payment or a stream of annual debt service savings expected to be received in the future discounted at a given interest rate or rates.

The table below provides relevant information on the outstanding LSU System bonds:

Issue	Date of Issue	Final Maturity	Optional Call Date
LSU Auxiliary Revenue Refunding Bonds Series 2004	4-6-2004	7-1-2015	Not Callable
LSU Auxiliary Revenue Bonds Series 2004B	10-26-2004	7-1-2034	7-1-2014
LSU Auxiliary Revenue Refunding Bonds Series 2005A	6-2-2005	7-1-2017	Not Callable
LSU Auxiliary Revenue Bonds Series 2006	8-9-2006	7-1-2036	7-1-2016
LSU Auxiliary Revenue Bonds Series 2007	12-11-2007	7-1-2037	7-1-2017
LSU Auxiliary Revenue Bonds Series 2008	6-27-2008	7-1-2034	7-1-2018
LSU Auxiliary Revenue Bonds Series 2010 A&B	6-24-2010	7-1-2040	7-1-2020
LSU A Auxiliary Revenue Bonds Series 2008	3-18-2008	11-1-2034	1-1-2018
LSU E Auxiliary Revenue Bonds Series 1998	6-1-1998	6-1-2018	6-1-2008
LSU E Revenue Bonds Eunice Student Housing Project Series 2002	1-17-2002	9-1-2033	9-1-2012
LSU HSC NO Revenue Bonds Series 2000	1-1-2000	5-1-2031	5-1-2010
LSU HSC HCSD Bogalusa Community Medical Center Series 2007 A& B	9-1-2007	6-15-2038	6-15-2017
LSU HSC HCSD Mid-City Clinic Project Series 2003B	10-1-2003	2014	Private Placement

Although a particular issue may qualify for advance refunding, it may not always be advantageous for the University to do so. The test most often used by issuers to assess the appropriateness of a refunding is the achievement of a minimum net present value (NPV) savings. As a guide, the Louisiana State Bond Commission has set what it deems as appropriate thresholds of savings that should exist for an economically advantageous advance refunding as follows:

Months to Optional Call Date	Minimum Present Value Savings to Refunding Bonds
0-12 months	Present Value Savings Greater than Zero
13-24 months	Present Value Savings Greater than 1.50%
25-48 months	Present Value Savings Greater than 3.00%
Greater than 48 Months	Present Value Savings Greater than 5.00%

It is also important to note, however that federal tax law typically permits an issuer to conduct one advance refunding over the life of a bond issue. As such, the issuer must take greater care (require an adequate acceptable savings threshold) when evaluating an advance refunding candidate.

The majority of the System bond activity is managed by the LSU A&M campus, which has approximately 90% (\$384,815,000) of the system debt. The LSU A&M campus is very engaged in debt management for its campus and has a long history of refunding bond issues. In fact, bond issues for the A&M campus in the year 2000, 2004, 2005, 2008, and 2010 refunded issues originally issued in 1994, 1996, 1997, 1999, 2000, 2002, and 2005.

Although previous variable rate bonds were refinanced without a new issue being considered in order to minimize financial risk, the standard operating procedure currently practiced by LSU A&M is to evaluate refinancing opportunities when the issuance of new revenue bonds is being considered.

A recent analysis shows that of the five outstanding LSU A&M issues that qualify for advance refunding, only one (2004B issue highlighted in table above in yellow) would provide a positive present value savings at this time. The others are not appropriate candidates for refunding as the 1st optional redemption date and the current interest rates on the bonds would calculate a negative Present Value Savings (or a net present value loss) due to refunding. The LSU A&M campus, however, has already taken the necessary steps to proceed with this refunding. As you will recall, this refunding was an agenda item on the June 8th, 2012 Property and Facilities meeting with the sale of the 2012 Revenue Bonds issued to refund the 2004B bonds on July 17th. This transaction garnered a present value savings of \$3.393 million or 7.95%. The savings translates into an average annual savings of \$362,500 per year.

The remaining 10% (\$43,217,083) of outstanding system bonds are managed by LSU Alexandria, LSU Eunice, LSU Science Center in New Orleans, and the Health Care Service Division.

At the time of this report, further analysis is being done on the LSU Alexandria issue, but in all likelihood, refunding of this issue would calculate a negative present value savings. This issue has a call date of 2017 and an interest rate of 4%-5.5%. Generally, refunding does not work on issues with longer call dates in an exceptionally low interest rate environment.

Further analysis is also being done at LSU Eunice, however, in the FY 2011 financial statements, it was noted that the Debt Service Reserve Fund for the Series 2002 issue at LSU Eunice was below the required level. LSU Eunice committed to addressing the problem by increasing rental rates and investigating options on refinancing bonds. Since that time, the rental rates have been increased by an average of \$16.50 per month in FY 11-12 and by an average of \$16.00 per month in FY 12-13.

In addition, LSU Eunice has been actively exploring refunding opportunities since 2008. However, as recently as March 2012, there was still concern in regards to the potential of this issue being refunded due to rental revenue projections. At its March 2012 meeting, the foundation board voted to change from a 9-month rental contract to a 10-month rental contract to generate additional revenue by allowing the students to move in earlier in August and move out later in May.

Of the remaining bond issues at the LSU Health Science Center in New Orleans, and the HCSD, the only other viable candidate for refunding is the LSU Health Science Center in New Orleans series 2000 bonds (highlighted in table above in green). Dr. Hollier and his staff are currently evaluating the details related to the existing issue and the details of potential net present value savings that could be generated by refunding.

The Bogalusa Community Medical Center Project bonds are not callable until 2017 at a premium and therefore, would likely calculate a negative present value savings. In addition, the Mid-City Clinic bonds were issued as private placement bonds and were not publicly offered in the market.



**REQUEST FOR APPROVAL OF
MASTER PLAN AND
DETERMINATION OF ACCEPTABLE UNIVERSITY PURPOSE
FOR THE BURDEN CENTER**

To: Members of the Board of Supervisors

Date: July 27, 2012

Pursuant to Article VII, Section 8, D.5(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

1. Summary of the Matter

The Agricultural Center is requesting that the Board of Supervisors approve the Master Plan for the Burden Center and make a Determination of Acceptable University Purpose in accordance with Sections 6.3 and 6.4 of the Uniform Affiliation Agreement for the implementation of the Master Plan to be funded primarily by cash and in-kind donations. The Master Plan will be instrumental in the primary mission of the Burden Center, which is to serve as an educational center for the appreciation of Louisiana's horticultural and agronomic history and natural surroundings, and a more powerful outreach vehicle for the dissemination of research by the LSU AgCenter and LSU A&M. The Master Plan identified several phases of implementation in order of priority (see attached Summary). With approval, the LSU AgCenter will perform a study to determine the level at which a fund raising campaign will be initiated. It is likely that a sub-component of the overall needs at Burden Center will be targeted for fund raising based on the outcome of the feasibility study.

2. Review of Business Plan

Funding will be primarily by cash and in-kind donations.

3. Fiscal Impact

Not applicable.

4. Description of Competitive Process

Competitive process is not required.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

- LSU Board of Supervisors
- LSU Foundation
- Burden Foundation

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- Letter from Chancellor Richardson
- Summary of Burden Center Master Plan
- Master Plan

RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Burden Center Master Plan, provided that this approval does not remove any requirement for Board approval of any future developments made in accordance with the Master Plan.

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that there is an acceptable university purpose, as provided for in the Uniform Affiliation Agreement for the implementation of the Master Plan to be funded primarily by cash and in-kind donations.”



Office of Facilities Planning

208 J. Norman Efferson Hall
Baton Rouge, LA 70803
Phone: (225) 578-8731
Fax: (225) 578-7351

OFFICE OF THE
PRESIDENT

JUN 27 2012

LSU SYSTEM

RECEIVED

JUN 27 2012

PROPERTY & FACILITIES

June 26th, 2012

Dr. William Jenkins, Interim President
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

RE: **Significant Board Matter**
Request for Approval of Master Plan and Determination of Acceptable University Purpose
Burden Center
Baton Rouge, Louisiana

We request that the Board of Supervisors approve the Master Plan for the Burden Center and make a Determination of Acceptable University Purpose for the implementation of the Master Plan to be funded primarily by cash and in-kind donations. With approval, the LSU AgCenter will perform a study to determine the level at which a fund raising campaign will be initiated.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the next Board of Supervisors meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson, Chancellor and
Chalkley Family Endowed Chair

WBR:reh

Attachments

xc: Dr. John Russin
Mr. Danny Mahaffey
Mr. Roger Husser

For the latest
research-based information
on just about anything,
visit our Website:
www.lsuagcenter.com

Summary

Burden Center Master Plan

The master plan recognizes the Burden family's long connection to the land and the 440 acres that is the Burden Center. Furthermore, it honors Steele's wish to preserve rural life and agricultural heritage through its proposals to reconnect Louisianans with the site's gardens and museums, creeks and wetlands, forest and woodlands, and fields and meadows. The master plan achieves this through its proposal for a three part geographic and operational organization of the Burden Center:

- Plant Research Facilities
 - Food & Fiber Research
 - Ornamental & Turf Research
 - Burden Woods Forestry Research
- Botanical Garden
 - Louisiana Garden Center
 - Terrace Gardens and Conference Center
 - Barton Arboretum
 - Burden Woods
- Rural Life Museum/Windrush Gardens
 - Rural Life Museum
 - Windrush Gardens

LSU AgCenter Plant Research Facilities

In addition to the Food & Fiber Research in the central fields and the Ornamental & Turf Research north of 1-10, the Plant Research Facilities include a future office / research / museum site north of Interstate 10. The Plant Research Facility will continue its research and restoration activities in the post-Hurricane Gustav impacted North Burden Woods.

LSU AgCenter Botanical Garden

The Botanical Garden focuses on the public garden and extension and outreach programs of the LSU Ag Center. New buildings and gardens are organized around a central axis that begins at the existing Orangerie, and extends south to the entry drive. A new Extension and Research Headquarters Building houses visitor services and administrative and extension services offices. Framing the opposite side of the central lawn terrace and axial sight line is the Louisiana Garden Center with its master gardener training and propagation facilities. The third component is the Terrace Gardens and Conference Center. Surrounding the gardens and research fields is the green framework of the Burden Woods. The final component of the Botanical Garden is the Barton Arboretum, located at the far north end of the property.

LSU Rural Life Museum

As part of the previously developed and approved master plan for The Rural Life Museum and Windrush Gardens, the Museum expansion is under construction. When it opens in the fall of 2009 it will include a new 17,000 s.f. building, 128-car parking lot and the Rural Life Museum Event Garden that transitions between the Museum and Windrush Gardens.

Auto Circulation

The master plan maintains the existing point of entry to the Burden Center off Essen Lane, although it relocates the unsightly and odorous sewerage pump station further west. It also realigns the main entry road to logically lead to the Extension and Research Headquarters and Entry Gardens, and eliminates the existing roadway between the Orangerie and Rose Garden to avoid the potential conflict between pedestrians and automobiles. A separate service road leads to the conference center and research facilities. A one way loop road incorporates Steele Burden's West Perimeter and Burden Center Roads around the edge of the agricultural research fields. Non-public service drives provide staff and researchers access throughout the site.

Pedestrian Circulation

A system of trails provides a diversity of experiences for the visitor of varying length and duration. A multi-use trail parallels the entry road. The North Woods Trail connects the Botanic Gardens to the Rural Life Museum. The Black Swamp and Magnolia Beech Trails are located at and access the north end of the property.

Fences and Gates

To address after-hours security, a perimeter fence will surround the Burden Center. A main entry gate at the round-about controls vehicular and pedestrian access. Additional gates at the service drive and existing bridge allows staff to close portions of the site while others remain open to the public. Similar control gates occur at entrances to the site trails.

Phases and Associated Costs

The master plan provides a phasing and implementation plan that corresponds to the market analysis and business plan. NOTE: The dollar amounts for each phase are estimated costs and include: utilities, contractor fees, contingency of 20% and soft costs (construction contingency, architecture and engineering design fees, surveys and permits at 35% of construction)

Phase 1 (\$11,500,000)

Education and Outreach Facility/Visitors Center – This facility will house the East Baton Rouge Parish Extension offices, Burden Center offices and it will also house multiple classrooms to accommodate and expand extension outreach programming which currently reaches over 20,000 adults and over 45,000 children. This facility will also become the primary point of entry for the entire Burden Center/Rural Life Museum admissions and gift shop. Included in this project are the roadwork and utilities that will lay the foundation for development of the Botanical Gardens.

Steele Burden Memorial Orangerie Renovation and Event Terrace – The Orangerie is a Baton Rouge Landmark designed by A. Hays Town and used for educational programs and family centered events.

Children's Garden I – This will be the first of three children's gardens and it will provide Louisiana's educators a place to learn about gardening as well as educational and nutritional activities that tie a garden to the state curriculum. This model garden also provides a location for youth related organizations and individual families to experience outdoor education focusing on vegetable, herb, and butterfly garden plantings. Activities are tied to the Louisiana Grade Level Expectations.

Trees and Trails Pavilion/Trail Extension Entry – The pavilion will serve as an outdoor classroom for the Trees and Trails/Project Learning Tree program that is conducted by the Burden Horticulture Society and currently touches over 1,500 school children each year on urban forest and the environment, and continues to grow exponentially. This space will also be used for 4-H, Scout and youth organization educational programming as well as family oriented events.

Entry, Plant Trial and Orangerie Garden – A new entry road will be constructed that will connect to the Education/Outreach Facility and Visitors Center. All of the major utilities will be moved underground that will supply the facilities and upgrades listed in phases 2 through 6. The plant trial gardens and orangerie gardens will be implemented with the removal of the old entry and will serve the outreach needs of current research programs.

Phase 2 (\$9,000,000)

Ione Burden Conference Center Upgrade – The conference center was built in 1985 and has been the primary conference and event center for almost 30 years and is in need of a major renovation to provide a more useful medium sized conference facility.

Children's Discovery Garden – The second of three children's gardens which will focus on educational opportunities for children from infant to 8 years old and their parents. This garden along with the other children's gardens will coordinate with some of the STEM (Science, Technology, Engineering and Math) programs.

New 7300 sq. ft. Conference Center and Terrace – The Ione Burden Conference Center serves small to medium sized conferences and the architecture of the structure prohibits its expansion. This limits the ability to meet the growing need for a larger sized conference facility. Thus, many of the activities hosted by the LSU AgCenter, LSU A&M and other professional organizations require capacity that Burden Center cannot accommodate. A large conference building would allow Burden Center to provide multiple conferencing facilities and also provide a site that could host concurrent sessions of major conferences in a beautiful setting. Burden Center's strategic location close to major hotels, easy access to I-10 and the expanding medical facilities next door, Our Lady of the Lake and Baton Rouge General, make it an ideal setting as a multipurpose conference facility.

Pavilion and Courtyard Gardens – As the primary Botanical Gardens in the region with major outreach programming the construction of gardens that surround these conference and educational facilities are of vital importance to this programming.

Herb/Healing/Therapy Gardens - Capitalizing on the proximity of the medical complexes of Our Lady of the Lake and Baton Rouge General, and the growing interest in medicinal herbs, the Herb Garden is a teaching and demonstration garden with a focus on the medicinally useful plants that are indigenous to our region and those brought here by early settlers.

Phase 3 (\$11,000,000)

Louisiana Garden Center Greenhouses, Shadehouses and Classrooms – This facility will serve as the home of the volunteer base critical to Burden Center as well as a location for Burden Center Horticulture Organization such as the Master Gardeners and the Statewide Master Gardener program, Camellia Society, Herb Society and Bonsai Society. The current facilities are in disrepair and will soon be unusable by these organizations. These organization provide a critical need in assisting with educational programming and outreach to the community and statewide horticulture related activities. This facility will also serve as the primary educational facility for the three Children's Gardens.

Grounds Maintenance Shop – With the implementation of the master plan this building will serve as the maintenance and storage facility for the grounds, buildings, events and programming.

Demonstration Garden Kitchen/Culinary – The importance of food and nutrition is of major importance in Louisiana, the Gulf South and the United States. This garden will serve as the primary location to hold cooking demonstrations utilizing fruits and vegetables produced at the facility and also serve as an educational facility for nutritional education.

Phase 4 (\$6,625,000)

Trees and Trails Expansion Burden Woods – The current trail system extends three miles through the Burden Woods serving as the foundation for the Project Learning Tree educational program. The trail system will be extended to surround the property and provide walking and nature trails that will connect all destinations on the Burden property. It will also connect to the BREC trail system which includes Medical Mile next to OLOL and BR General.

Wetlands Restoration and Ward Creek Meanders – A ten acre borrow pit left from the construct of I-10 is part of the impaired Baton Rouge Watershed. A constructed wetlands at this site will tie into Trees and Trails and provide an education and research facility for children, families, contractors, DEQ/EPA, DPW and local and state government entities on restoring impaired watersheds across the state of Louisiana.

Big Tree House Children's Garden – The third of three children's gardens will provide a space for children of all ages and families to understand the importance of urban forests to our environment and the health of our cities and planet.

Phase 5 (\$1,580,000)

Barton Arboretum Expansion - The existing Barton Arboretum, which includes groves of native trees, a meadow, pond and gazebo, is dedicated to Scott Duchein Barton, wife of John Barton, who was a lifelong friend of Steele Burden. The expansion of this arboretum will provide a center for study of cultivated trees and shrubs used in landscapes across the state and the Gulf South. There is no arboretum in this state that is devoted to this very important area of study.

Phase 6 (\$5,200,000)

Cypress Pond Gardens, Azalea Garden and Camellia Garden – The final phase of this project includes the final connection of the walking and hiking trails that will surround the Burden property. The ponds serve as a sediment basin for the Burden property and are important to environmental stewardship of the 440 acres. They are in need of restoration so that they can continue to serve this important role. The azalea and camellia gardens associated with this are home to rare collections of plants and are in need of renovation so that research and outreach programing can continue in this area. This area also ties into the Baton Rouge Watershed and will be part of the watershed research and education project.

Market Analysis and Business Plan

A large portion of the Burden Center site is dedicated to field research that involves ongoing soil and plant management. While this activity is consistent with the central mission of the Burden Center, the focus here is on educational and recreational activities that involve public visitation to the site.

The Burden Center includes two primary centers of such activity, the constellation of buildings and grounds in the area of the Ione E. Burden Conference Center, and the Rural Life Museum and the adjacent Windrush Gardens. Other portions of the site, such as the Barton Arboretum and the various woodlands and fields, see some additional but limited visitor activity. Field maintenance operations associated with agricultural research are ongoing at all times.

The market analysis indicated that:

- Overall Louisiana population is projected to grow modestly, suggesting that the Center's primary market will expand, albeit slowly
- Growth will be strongest among those 55 and older; this group will soon become the largest population segment in the state
- Family age residents will decline over the next 10 years or so, then increase
- The number of young people will remain fairly steady
- The Center is well situated with respect to Louisiana's population concentration and the location of residents with relatively high education and income
- The largest concentrations of those 55 and older are in the southern portion of the state
- Travel and tourism is an important industry in Louisiana and, while oriented primarily to New Orleans, can see future growth in Baton Rouge

The business plan includes revenues generated from admissions, events and endowments. The business plan outlines the projected revenues from these sources according the implementation of each phase listed above.

An operating budget for the Botanical Garden is provided in the business plan. It shows projected revenues and operating expenses for the period 2009 (based on estimates for the current year) extending to 2020. These figures illustrate a level of Master Plan implementation and operation, including the associated program development and marketing that would result in revenue generation that is adequate to cover projected operating costs.

The specific conventions used for this budget are as follows:

- All figures are in constant 2009 dollars
- Average attendance fees are a combination of adult and other fees
- Gift show sales, which appear in 2020, are projected at \$1 per visitor; cost of sales is 50%
- Contributions are projected to surge to \$60,000 in 2010, decline to \$40,000 in 2011 and to \$20,000 in 2012, and rise thereafter at 5% per year; most ongoing contributions for operations support are assumed to go to the endowment account(s)
- Administrative overhead cost on salaries is 32%, as at present
- Advertising and event expense budgets are assumptions of modest increases over current levels; additions funds, if available, would be very desirable
- Operating service and supplies expenses are assumed to maintain at current levels until implementation of Phase Two, at which time they increase at 30%

BURDEN CENTER MASTER PLAN

A DESTINATION FOR GENERATIONS

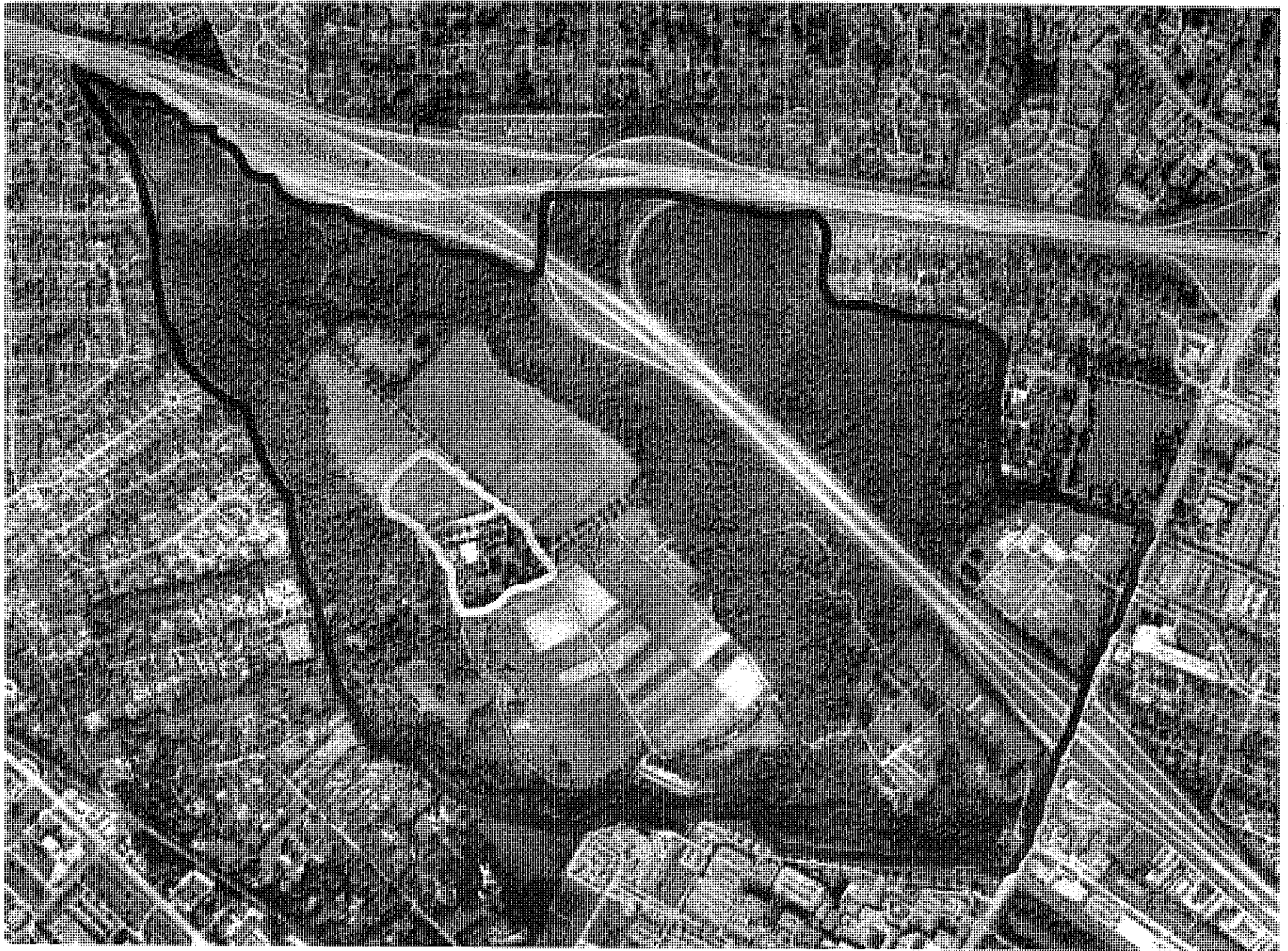
Dr. Jeff S. Kuehny
Director of LSU AgCenter's
Burden Center



Celebrating Excellence in Research

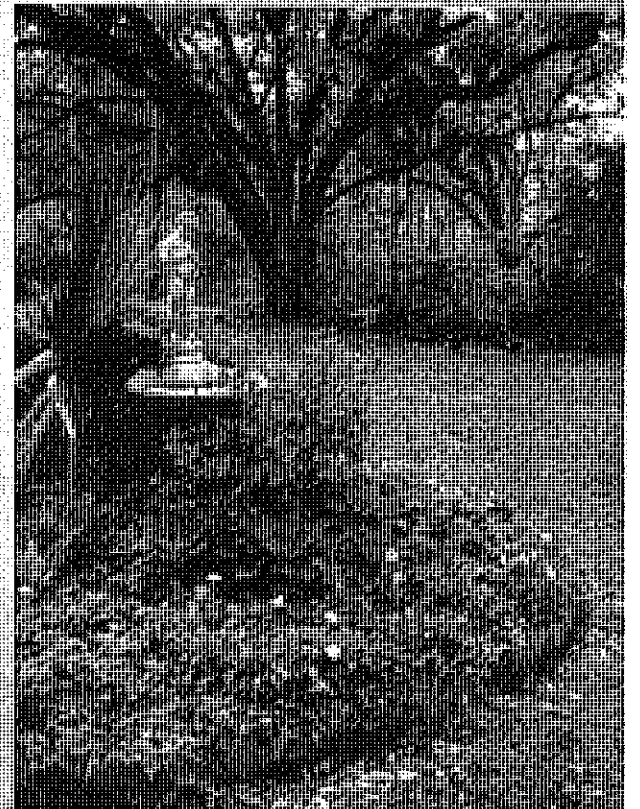
Louisiana Agricultural Experiment Station · 1887-2012 · LSUAgCenter.com





Mission

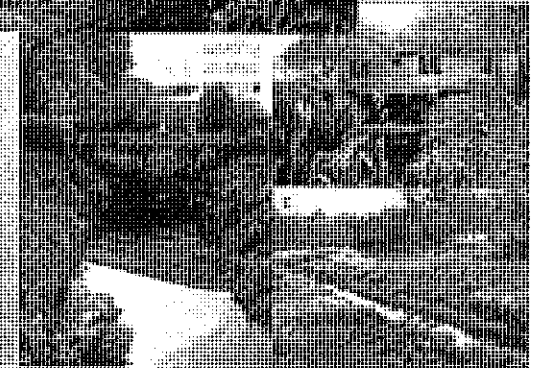
The Mission of the Burden Center is to promote the importance of plants and their environment to the physical, mental and spiritual well being of the citizens of Baton Rouge, the state of Louisiana, and the world.

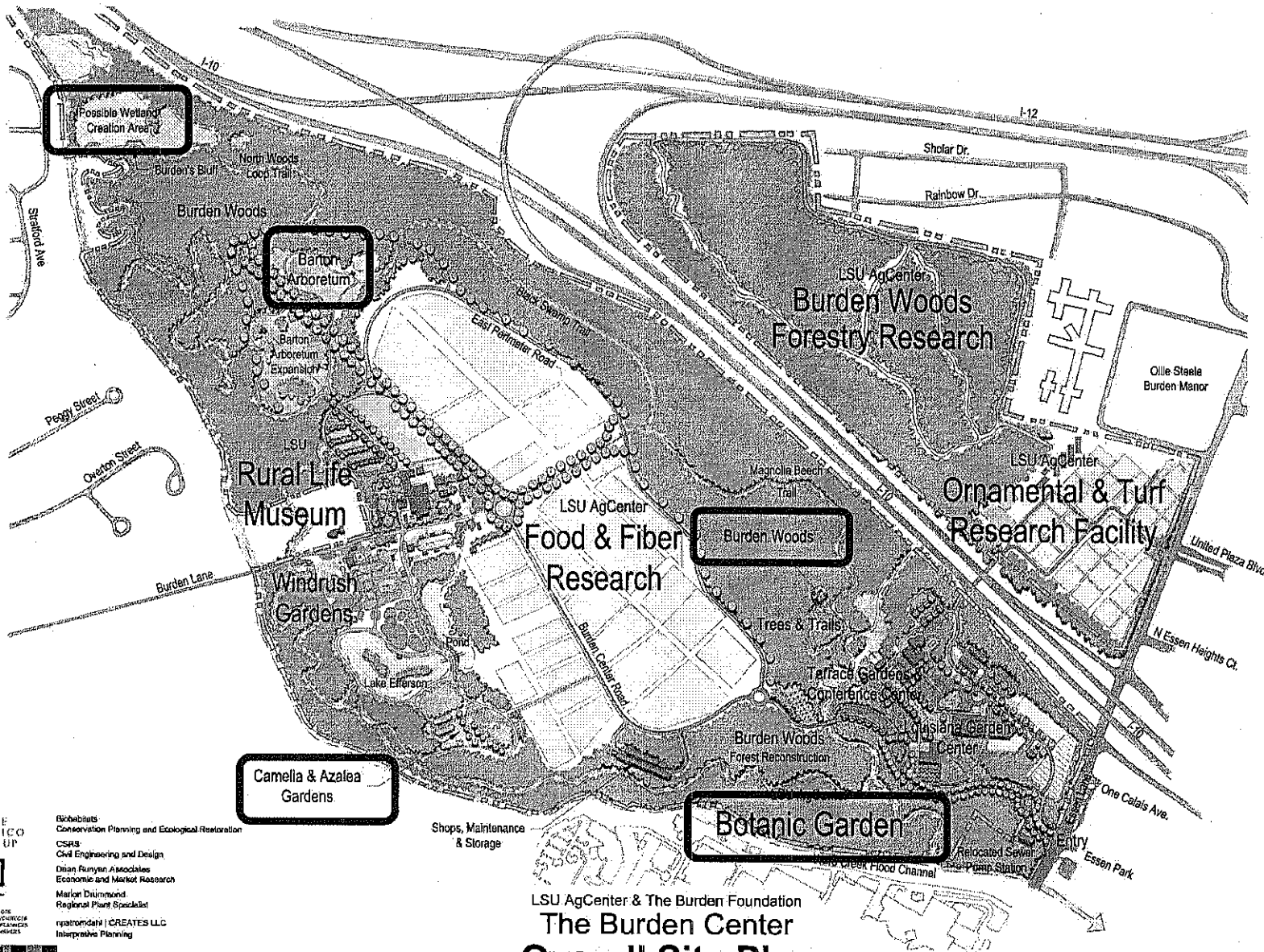


LAES

Research

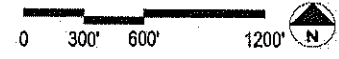
- Fruit and Nut
- Vegetable
- Sweet Potato
- Pathology/Entomology
- Ornamentals
- Turf
- Coastal Restoration and Wetlands





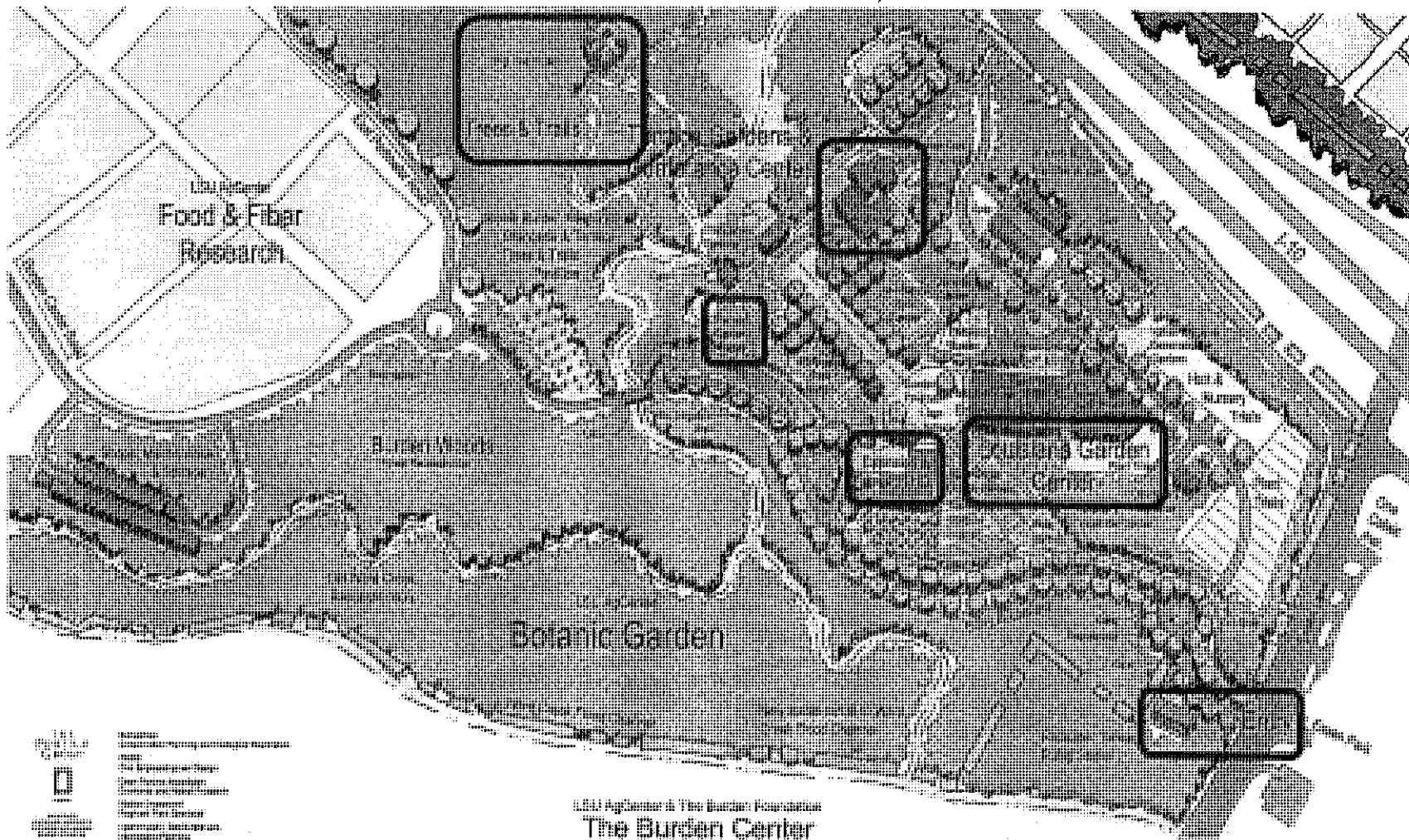
LSU AgCenter & The Burden Foundation
The Burden Center
Overall Site Plan
MASTER PLAN

November 1, 2009



THE PORTICO GROUP
 Ecobabbits
 Conservation Planning and Ecological Restoration
 CSRS
 Civil Engineering and Design
 Dian Ruyven Almodares
 Economic and Market Research
 Marion Drummond
 Regional Plant Specialist
 sylvan@porticogroup.com | CREATES LLC
 Interpretive Planning





- Greenhouse
- Research Plot
- Path
- Water
- Drainage
- Utility
- Other



The Burden Center
 South Site
MASTER PLAN

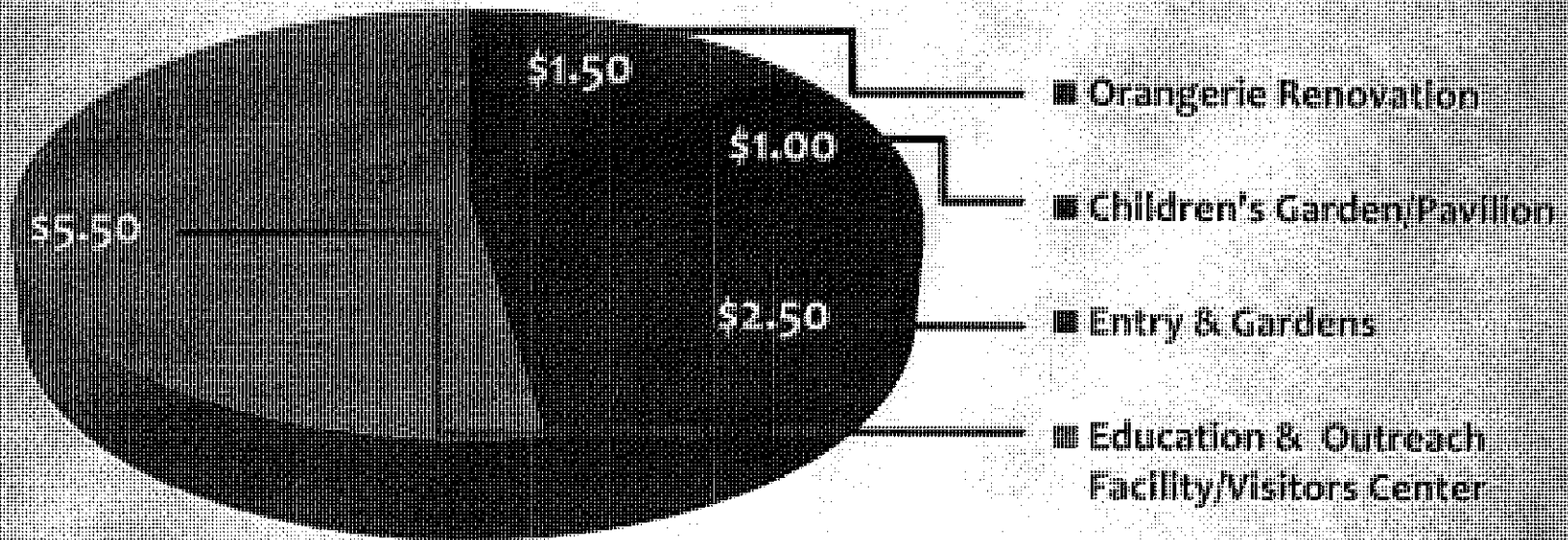
November 1, 2009
 0 100' 200' 400'

East Baton Rouge Parish Extension

Who we reach:

- 47,972 - Youth (includes 894 4-H members, 25 school 4-H clubs, school enrichment—Smart Bodies, Smart Choices, Youth Wetlands Week)
-
- 20,992 - Adults 7,743 Ag & Natural Resources
- 13,249 Family & Consumer Sciences

Phase 1



Master Plan Phases

Phase 2

- Lone Burden Conference Center upgrade
- Children's Discovery Garden
- New 7300 sq. ft. Conference Center Terrace
- Pavilion and Courtyard Gardens
- Healing/Therapy Gardens

Phase 3

- Louisiana Garden Center Greenhouses and Shadehouses
- Multipurpose Class and Meeting Space
- Master Gardener Training Center
- Grounds Maintenance Shop Master
- Gardener Demonstration Garden
- Kitchen/Culinary Garden
- Children's Vegetable Garden

Master Plan Phases

Phase 4

- Trees and Trails Expansion
- Burden Woods and Wetlands Restoration
- Windrush Pond Restoration
- Ward Creek Meanders Restoration
- Big Tree House Children's Garden

Phase 5

- Barton Arboretum Expansion

Phase 6

- Cypress Pond Gardens
- Azalea Garden Enhancement
- Camellia Garden Enhancement



PROPERTY AND FACILITIES COMMITTEE

RECOMMENDATION TO APPROVE THE COOPERATIVE ENDEAVOR AGREEMENT IN SUPPORT OF THE NATIONAL CENTER FOR ADVANCED MANUFACTURING

To: Members of the Board of Supervisors

Date: July 27, 2012

Pursuant to Article VII, Section 8.D.2 (f) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter."

D.2 (f) Cooperative endeavor agreements pursuant to Article VII, Section 14 of the Louisiana Constitution, joint ventures, partnerships, and similar agreements, and agreements directly relating thereto.

1. Summary of Matter

The National Center for Advanced Manufacturing (NCAM) was formed in 1999 by NASA and the State of Louisiana by a Memorandum of Understanding (MOU) to develop and enhance the capacity for advanced manufacturing. The State has purchased in excess of \$40 million in specialized equipment for NCAM purposes which is housed at NASA's Michoud Assembly Facility. In the subsequent 13 years, the environment for all partners has evolved with each entity experiencing significant changes in their respective future business and operational expectations.

With the conclusion of the Space Shuttle External Tank Project at the Michoud Assembly Facility (MAF), the NASA George C. Marshall Space Flight Center (NASA MSFC) is in the process of transforming MAF to a multi-tenant facility to increase use of the facility and the equipment by NASA, other government agencies, and commercial entities. The NCAM partners, including LSU through its College of Engineering, have determined it is in their mutual best interests to enter into a new agreement to reflect the planned scientific and operational environment at NCAM using the equipment.

The proposed new Cooperative Endeavor Agreement (CEA) which is attached as Exhibit I will establish the rights and responsibilities among all parties for the operation and maintenance of NCAM. Additional related agreements or contractual instruments between some or all of the parties may need to be put in place to fully implement the provisions of the CEA, and existing instruments may need to be modified, terminated, or allowed to expire.

2. Review of Business Plan

The proposed CEA will establish the operational framework outlined to be implemented by appropriate contracts or other agreements between the applicable parties. The parties will establish an NCAM Advisory Committee to oversee all operations of the NCAM. The CEA will provide a new vision for NCAM that will propel it toward national and international recognition as a Center for Excellence for high-value/small-lot manufacturing.

The strength of the Center will be the collaboration between the Colleges of Engineering at LSU and UNO. The NASA research agenda will be based on NASA needs, the strategic direction of the State of Louisiana, and the expertise of engineers and scientists from other universities and industry.

NCAM will generate proceeds from the usage of the NCAM equipment by MAF tenants. NASA MSFC will be responsible for setting the rates and negotiating with the MAF tenants for usage of the NCAM equipment. NASA will provide support for research and educational enhancement to LSU, UNO and the UNO R&T Foundation as outlined in the next section below and as specified in the Initial Operating Plan.

The responsibilities of LSU under the CEA will primarily be in the management of the consortium of partners as well as in the development of new research opportunities and university/industry strategic partnerships. LSU will act as property custodian for the State-owned equipment and UNO will take all steps necessary to transfer title of the NCAM equipment to LSU (Exhibit II). LSU will act as funds administrator for the project as outlined in the CEA and Initial Operating Plan, and the UNO R&T Foundation will take all steps necessary to transfer to LSU the balance of the current escrow account for equipment disposal.

3. Fiscal Impact

Under the Initial Operating Plan, the NCAM Consortium will distribute the State capital recovery and disposal process in accordance with the schedule below:

- LSU – a portion of capital recovery costs subject to an annual cap of \$370,000 to be used to pay for administrative costs, the NCAM Director and support staff, and for proposal and travel funds for pursuit of research grant opportunities and administered by the NCAM Director and the NCAM Advisory Committee. In addition, 2% of gross proceeds will be held in escrow for eventual NCAM equipment property disposal. This allocation is to be combined with current property disposal escrow funds, which will be transferred to LSU by the UNO R&T Foundation.
- UNO R&T Foundation – a portion of State capital recovery costs subject to an annual cap of \$30,000 for administrative costs associated with serving as the financial agent for UNO.
- UNO – a portion of State capital recovery costs subject to an annual cap of \$200,000 to be used as bid and proposal funds for pursuit of educational grant opportunities and administered by the Vice President for Research.

The NCAM Advisory Committee will be responsible for developing a set of performance indicators/milestones that will be consistent with the scope and objectives for cooperative research and education among all participating parties. On an annual basis, the NCAM Advisory Committee will review developed performance indicators/milestones and make recommendations for any modifications (e.g., future funding) as appropriate.

4. Description of Competitive Process

None

5. Review of Legal Documents

The Cooperative Endeavor Agreement in support of the National Center for Advanced Manufacturing (NCAM) and the Initial Operating Plan have been reviewed by staff in the Office of Academic Affairs and the Office of General Counsel.

6. Parties of Interest

The State of Louisiana (the State), The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), the University of New Orleans (UNO), the University of New Orleans Research and Technology Foundation, Inc. (UNO R&T Foundation), and the National Aeronautics and Space Administration George C. Marshall Space Flight Center (NASA MSFC).

7. Related Transactions

None

8. Conflicts of Interest

None

9. Certification of Campus Chancellor

See Exhibit III.

ATTACHMENTS:

- Exhibit I: Proposed new Cooperative Endeavor Agreement (CEA) in support of the National Center for Advanced Manufacturing (NCAM)
- Exhibit II: LSU-UNO Correspondence Regarding Equipment Transfer
- Exhibit III: Chancellor Martin's Transmittal of the Proposal to Interim President Jenkins

Also available upon request in the Office of Academic Affairs is the July 2008 Report of System Staff on UNO - NCAM Supplemental Cooperative Endeavor Agreement (CEA) and related documents.

RECOMMENDATION

"NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that William L. Jenkins, Interim President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to approve the Cooperative Endeavor Agreement In Support Of The National Center For Advanced Manufacturing, and is further authorized to execute any subsequent related documents necessary to implement the activities as anticipated in the Cooperative Endeavor Agreement.

BE IT FURTHER RESOLVED that the President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include any and all provisions and stipulations that he or General Counsel deem to be in the best interest of the Board of Supervisors."

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE
STATE OF LOUISIANA
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
UNIVERSITY OF NEW ORLEANS
UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY
FOUNDATION, INC.
AND THE NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
FOR COOPERATIVE ACTIVITIES
IN SUPPORT OF
NATIONAL CENTER FOR ADVANCED MANUFACTURING

ARTICLE 1. AUTHORITY

This Cooperative Endeavor Agreement (CEA or Agreement) is entered into by the State of Louisiana (the State), the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), the University of New Orleans (UNO), the University of New Orleans Research and Technology Foundation, Inc. (UNO R&T Foundation), and the National Aeronautics and Space Administration (NASA), George C. Marshall Space Flight Center (MSFC). The legal authority for NASA MSFC to enter into this CEA is found in the National Aeronautics and Space Act, 51 U.S.C. §20113(e) and (f).

ARTICLE 2 - BACKGROUND

The National Center for Advanced Manufacturing (NCAM) was formed in 1999, by a Memorandum of Understanding (MOU) with certain objectives based upon the then known operational and business environment within NASA and the State of Louisiana. In the subsequent 13 years, the operational and business environment for all partners has evolved and all are currently experiencing

significant changes in their respective future operational and business expectations.

With the conclusion of the Space Shuttle External Tank (ET) Project at Michoud Assembly Facility (MAF), NASA MSFC is in the process of transforming MAF from a single project facility to a multi-tenant facility with a goal of increasing the use of MAF by NASA, other government agencies, and commercial entities. NCAM and its partners are integral members of the MAF community, and NASA MSFC frequently seeks their active participation to transform NCAM in support of the overall MAF transformation.

Based upon this environment, the NCAM partners (as listed in Article 1) have determined that it is in their mutual best interests to update the tenets of the original MOU to reflect the current and future operational environments. While the partners establish the tenets for the future of NCAM, there are ongoing operational aspects relative to NCAM equipment located at MAF that must be addressed.

This CEA is intended to serve as the primary Agreement among all parties herein to operate and maintain NCAM. Additional NCAM-related agreements or contractual instruments between some or all of the parties may need to be put in place to fully implement the provisions of this CEA, and existing instruments may need to be modified, terminated, or allowed to expire. Existing contracts or agreements that UNO has for research and production, with their customers, shall remain in effect only until the current term expires. Future production contracts shall be between the customer and NASA.

ARTICLE 3. RESPONSIBILITIES

The parties shall use their reasonable efforts to accomplish the following:

State of Louisiana:

1. Shall continue to support NCAM activities to help foster creation of jobs in Louisiana and the Greater New Orleans region.
2. Shall continue to support workforce development and training aspects of NCAM and in support of NASA programs.
3. Shall, at the conclusion of this CEA, remove and/or dispose of all state-owned equipment from NASA Facilities.
4. Shall agree to retain ownership of the NCAM equipment (as listed in Attachment 1) in the LSU System.

NASA MSFC:

1. Shall work through this Agreement between NASA, LSU, UNO, and the State of Louisiana to establish NCAM for the purposes of furthering education, research, development, and economic development in the region using capabilities of MAF and specifically to leverage the state investments in advanced manufacturing capabilities.
2. Shall assume responsibility for management and operation of the NCAM equipment located at MAF (as listed in Attachment 1) to include, but not necessarily be limited to, scheduling, priority use resolution, preventive and corrective maintenance, operations, certification and training of operators, developing and executing use agreements, pricing and spare/repair parts inventory. Any durable items added to equipment not owned by NASA must remain severable and must be returned to NASA when no longer required for the purpose of this Agreement or at the conclusion of this Agreement. Any unused, NASA provided supplies and

materials must be returned to NASA when no longer required for the purpose of this Agreement or at the conclusion of this Agreement. NASA retains the right to inspect any and all U.S. Government provided property, on reasonable notice, to assure it is being properly accounted for, it is being appropriately maintained, and is being used exclusively for the purpose provided.

3. Shall establish relative priority on use of NCAM equipment, with the first priority generally given to use by NASA Projects, the second priority generally given to use by NCAM partners, and all other priorities for use to be determined by NASA in accordance with its standard scheduling practices for MAF.
4. Shall provide space at MAF to house the NCAM equipment, as well as provide a limited amount of space for NCAM administration and visiting researchers. The specific amount and location of such space shall be at the discretion of NASA/MSFC.
5. Shall work with NCAM to develop a university/industry coalition to further enhance educational, research, and development activities.
6. Shall provide information to current and prospective MAF tenants on the availability and capability of MAF NCAM facilities and equipment.
7. Shall facilitate access to NASA manufacturing research and technology development infrastructure and experience base, as needed to support NCAM, its partners, and its operations.
8. Shall cooperate with NCAM and industry representatives to effectively manage any intellectual property that may result from cooperative activities, in accordance with applicable laws.
9. Shall be responsible for establishing and managing agreements with production tenants, including setting, managing, and negotiating the pricing and terms of such agreements.

Louisiana State University:

1. Shall conduct, lead, and manage funded NCAM consortium activities through this CEA.
2. Seek to build strategic partnerships with university, government, and industry.
3. Shall work with NCAM to develop the university/industry coalition for the purposes of research and development, and to champion available capability utilization at MAF with a specific focus on the opportunity to leverage the state investments in advanced manufacturing capabilities.
4. Shall seek support for NCAM activities from appropriate public and private sources.
5. Shall make available to NASA appropriate insight into research and development activities in which LSU is involved, subject to relevant contractual requirements and intellectual property policies that present technical challenges within the area of advanced structures manufacturing.
6. Shall be property custodians for the NCAM equipment (as listed in Attachment 1).
7. Shall act as funds administrator for NCAM capability utilization as defined in Article 5 below.
8. Shall work with NASA to develop a long-term agreement for MAF NCAM facilities to accommodate access to additional, future state funded equipment.

University of New Orleans:

1. Shall establish a coalition for the education and outreach of NCAM developed techniques and capabilities. The coalition will operate under the NCAM consortium.

2. Shall expand multi-site learning and outreach activities to the MAF site to include teaching graduate level courses and continuing education at MAF.
3. Shall take all steps necessary to transfer title of the NCAM equipment to LSU.

UNO R&T Foundation:

1. Shall seek support for NCAM activities from appropriate public and private sources.
2. Shall work with NASA to develop a long-term agreement for MAF NCAM facilities to accommodate UNO access for NCAM Education and Outreach activities.
3. Shall take all steps necessary to transfer to LSU the entire balance of the escrow account for equipment disposal.

The parties agree to establish a NCAM organization and management structure in accordance with the responsibilities of each party, and consistent with the attributes defined below.

In accordance with this Agreement, the parties agree to establish a NCAM Advisory Committee to oversee all operations of the NCAM. The Advisory Committee shall be comprised of the following individuals:

1. NASA MAF Director (education, outreach, and economic development focus)
2. UNO President or designee
3. LSU Chancellor or designee
4. Louisiana Economic Development Representative
5. NASA MSFC Engineering Representative (focus on research and development)
6. UNO R&T Foundation President or designee

7. LSU Dean of Engineering or designee

The NCAM Advisory Committee shall schedule a meeting within 30 days of the execution of this Agreement to establish its charter, operating rules, and implement the initial Operating Plan, which is therefore attached hereto and made a part of this Agreement as Attachment 2. The NCAM Advisory Committee will advise the NCAM operating organization in seeking to advance the opportunities for research and development, as well as identifying means to expand the educational outreach activities.

During the term of this Agreement, the NCAM Advisory Committee shall be responsible for developing a set of performance indicators/milestones that will be consistent with the scope and objectives for cooperative research and education among all participating parties. On an annual basis, the NCAM Advisory Committee will review developed performance indicators/milestones and make recommendations for any modifications (e.g., future funding) to the Operating Plan as appropriate.

ARTICLE 4. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below. The agreement shall remain in effect for five (5) years from the date of last signature, unless terminated earlier in accordance with the provisions contained in Article 6 below. Any modification to this CEA shall be executed in writing and signed by an authorized representative of each party included in the Advisory Committee.

ARTICLE 5. FINANCIAL OBLIGATIONS

This Agreement, in itself, does not provide for any exchange of funds between NASA and any of the State-affiliated parties (the State, LSU, UNO, and UNO

R&T Foundation). However, this Agreement does establish the following operational framework, to be implemented by appropriate contracts or other agreements between the applicable parties.

1. NASA/MAF shall be responsible for managing and maintaining the NCAM equipment, and will make the equipment available (on a reimbursable basis to recover NASA/MAF costs) to NASA projects, NASA contractors, NCAM-affiliated parties, and other tenants and users of MAF facilities, in accordance with applicable laws, regulations, and policies. The NCAM partners (as defined in Article 1) shall have non-reimbursable access, in accordance with the priorities defined in Article 3, to the NCAM equipment for research and educational purposes.
2. The NCAM equipment shall be provided by LSU to NASA/MAF or a NASA-designated contractor at a rate that is estimated to recoup costs no more than \$600,000 per year, unless NASA agrees to a higher amount. NASA agrees to be responsible for all future maintenance, both corrective and preventive, of the NCAM equipment during its useful service life. NASA, at its discretion, may agree to allow greater cost recovery for the equipment if the proceeds are designated for purposes important to NASA and NCAM (e.g., equipment upgrades or replacement).
3. The payments from NASA to LSU shall be shared among and utilized by the State-affiliated parties, as agreed to between those parties, for NCAM-related purposes including, but not limited to, payment of administrative costs, personnel costs for the NCAM Director and support staff, bid and proposal costs for research proposals, and escrow for equipment disposal costs.

Any activities by NASA and the State-affiliated parties under this Agreement are subject to the availability of appropriated funds. Nothing contained herein

obligates the U. S. Congress or the State of Louisiana to fund the activities identified in this CEA.

ARTICLE 6. RIGHT TO TERMINATE

This Agreement may be terminated at any time by mutual agreement of the parties. Any party may terminate its own participation in the Agreement by giving reasonable notice, in writing, to the other parties. If feasible under the circumstances, at least one year's notice shall be given.

ARTICLE 7. LIABILITY AND RISK OF LOSS

This CEA expressly does not attempt to allocate responsibility for any personal injury or damage to property of persons that may arise out of activities contemplated by this CEA. Except as may be otherwise provided in specific agreements between or among the parties, each party assumes its own risks.

ARTICLE 8. INTELLECTUAL PROPERTY

The disclosure to third parties (and/or other disposition) of any data that may be furnished by the parties or first produced in conjunction with cooperative activities under this CEA, and any publication or patent of invention rights arising out of such cooperative activities will be governed by the terms of the specific agreements which generates the use or development of the intellectual property.

ARTICLE 9. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the Points of Contact who shall seek to resolve the disputes by mutual Agreement. If they are unable to resolve the dispute, then the dispute will be referred to the NASA MSFC Director who will

seek to resolve the dispute, but if necessary shall issue a written decision that shall be the final Agency decision for all purposes, including for purposes of seeking judicial review.

Article 10. RELATIONSHIP TO CONTRACTS

The parties anticipate that other contracts or agreements among the parties will be necessary to fully implement the framework established in this CEA. However, in the event of an inconsistency between this Agreement and such additional contracts or agreements, this CEA shall not be construed to override inconsistent provisions in subsequent implementing agreements.

Article 11. INDEPENDENT RELATIONSHIP

While the parties to this Agreement may be referred to herein as the "NCAM partners," this Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

Article 12: CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement shall survive such expiration or termination of this Agreement.

Article 13. SUPERSEDED AGREEMENTS

Upon the effective date of this Agreement, the following agreements are superseded:

1. Original Memorandum of Understanding – signed March, 1999
 - a. MOU Modification No.1 to extend agreement through 2009 – signed March, 2004

- b. MOU Modification No. 2 to extend agreement through 2014 – awaiting final signatures
- 2. Original NCAM Use Permit – signed July, 1999
 - a. NCAM Use Permit Modification to extend agreement through 2009 – signed July, 2004
 - b. NCAM Use Permit Modification to extend agreement through 2014 – signed July, 2009
- 3. CEA/MOU for Cooperative Research Activities in support of NCAM – signed October, 2011

Article 14. SIGNATURE BLOCK

National Aeronautics and
Space Administration
George C. Marshall Space Flight Center

By: _____

Robin C. Henderson,
Associate Director
Mail Stop DE01
MSFC, AL 35812

Date: _____

State of Louisiana

State of Louisiana

By: _____

Paul W. Rainwater, Commissioner
Louisiana Division of Administration
1201 N. Third Street, Ste 7-210
Baton Rouge, LA 70802

Date: _____

By: _____

Stephen Moret, Secretary
Louisiana Economic Development
P. O. Box 94185
Baton Rouge LA 70803-9185

Date: _____

University of New Orleans

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical
College

By: _____

Dr. Peter J. Fos
President
2000 Lakeshore Drive
New Orleans, LA 70148

By: _____

Dr. William L. Jenkins
Interim President
3810 West Lakeshore Drive
Baton Rouge, LA 70808

UNO R&T Foundation, Inc.

By: _____

Patrick M. Gibbs
President and CEO
UNO Research & Technology
Foundation, Inc.
2021 Lakeshore Dr., Suite 420
New Orleans, LA 70122

Date: _____

Attachment 1

List of NCAM Equipment Located at The Michoud Assembly Facility

1. MTS Universal Weld System #1 (UWS1) [Friction Stir Welding machine 1]
2. MTS universal Weld System #2 (UWS2) [Friction Stir Welding machine 2]
3. MTS Robotic Weld Tool II (RWT2) [Friction Stir Welding machine 3]
4. MTS Robotic Weld Tool III (RWT3) [Friction Stir Welding machine 4]
5. MTS PDS Panel Welder
6. Ingersoll Advanced Fiber Placement Machine #1 (FPM 1)
7. Ingersoll Advanced Fiber Placement Machine #2 (FPM 2)
8. Ingersoll High Speed Machining Center II (HSMC II)
9. Forest – Line High Speed Machining Center I (HSMC I)
10. Matec Non-Destructive Evaluation System (NDE)
11. Mentronor Portable Dimensional Inspection System

ATTACHMENT 2

INITIAL OPERATING PLAN

FOR COOPERATIVE RESEARCH AND EDUCATION

ACTIVITIES OF THE

NATIONAL CENTER FOR ADVANCED MANUFACTURING

MAY, 2012



Scope

The National Center for Advanced Manufacturing (NCAM) was formed in 1999, by Cooperative Endeavor Agreement (CEA) with certain objectives based upon the then known operational and business environment within NASA and the State of Louisiana. In the subsequent years, the operational and business environment for all partners has evolved and all are currently experiencing significant changes in their respective future operational and business expectations.

As a result of these and other changes, a new Cooperative Endeavor Agreement (CEA) was entered into by the State of Louisiana (the State), Louisiana State University (LSU), the University of New Orleans (UNO), the University of New Orleans Research and Technology Foundation, Inc. (UNO R&T Foundation), and the National Aeronautics and Space Administration (NASA), George C. Marshall Space Flight Center (MSFC). This plan defines how the parties of the CEA intend to manage and operate the NCAM Consortium.

The NCAM Advisory Committee will control this plan and all modifications to it, will be coordinated through the NCAM Advisory Committee. In any instance where this plan is deemed to be in conflict with the above-mentioned CEA, the provisions of the CEA will prevail.

Purpose

This document presents a new vision for operating the NCAM that will propel it toward national and international recognition as a Center for Excellence for high-value/small-lot manufacturing. The strength of this Center will be the collaboration between the Colleges of Engineering at LSU and UNO. The NCAM research agenda will be informed by NASA needs, strategic directions of the



State of Louisiana and industry needs and trends, and will draw upon the expertise of scientists and engineers from other universities and industry.

The NCAM will be driven and managed by a set of clear objectives. Three fundamental objectives will drive the development and operations of the NCAM:

1. NCAM shall be operated as a collaborative laboratory. The NCAM entity will represent a true partnership that provides the entry point and coordination for researchers from around the state and nation to be encouraged to engage in advanced manufacturing research and development, making the facility a national resource. The NCAM will bring together researchers in a single facility to encourage the exchange of ideas and creativity. Office space for NCAM will be allocated for visiting researchers and accommodations will be made to support collaborators external to the Greater New Orleans region. The metric for success is the degree to which NCAM is regarded as a national treasure in this arena and draws researchers from around the nation. LSU and UNO, among others, will leverage the national and international relationships among their engineering faculty to develop the cadre of potential research collaborators.
2. The NCAM will operate as a self-sufficient entity. The organizational structure of the NCAM will emphasize support for pursuing external sponsorship of the facility. The normal maintenance and repair of equipment is not part of the NCAM organization, but rather is to be performed by MSFC and its contractors at MAF. Funding will be used to leverage new resources. All other funding will be used to support "rapid response teams" of researchers who assemble for proposals and research projects. At the conclusion of those efforts, the research team disbands



and reconfigures for the next project. The success of this will be measured to the degree to which response funding is leveraged.

3. The NCAM will be focused. The objective is research and development of cost-effective, environmentally friendly and rapid production of low-rate small-quantity, yet high value, products and processes, along with educating students with expertise in this regard. This includes not only traditional manufacturing processes, but also research in new production methods, quality control, supply chain, and other emerging manufacturing technologies such as the use of modeling and simulation, high performance computing, and digital manufacturing and engineering. In addition, NCAM will work to identify opportunities for collaboration through commercial, academic and government partnerships to increase external research funding and the utilization of MAF facilities and infrastructure. The work will have a translational focus embedded in all research to provide a direct linkage for economic development and tenant support at the MAF is a secondary objective. Engineering faculty members in composites, welding and coatings are performing research directly applicable to NCAM today and will be engaged from the beginning.

Responsibilities

In accordance with the CEA, the parties agree to the following responsibilities. The NCAM Operating Plan and all NCAM activities will be conducted in accordance with these responsibilities.



State of Louisiana:

1. Shall continue to support NCAM activities to help foster creation of jobs in Louisiana and the Greater New Orleans region.
2. Shall continue to support workforce development and training aspects of NCAM and in support of NASA programs.
3. Shall at the conclusion of this CEA, remove and/or dispose of all state-owned equipment from NASA Facilities.
4. Shall agree to retain ownership of the NCAM equipment in the LSU System.

NASA MSFC:

1. Shall work through this agreement between NASA, LSU, UNO, and the State of Louisiana to establish NCAM for the purposes of furthering education, research, development, and economic development in the region using capabilities of MAF and specifically to leverage the state investments in advanced manufacturing capabilities.
2. Shall assume full responsibility for management and operation of the NCAM tooling located at MAF to include, but not necessarily be limited to, scheduling, priority use resolution, preventive and corrective maintenance, operations, certification and training of operators, developing and executing use agreements, pricing and spare/repair parts inventory. Any durable items added to equipment not owned by NASA must remain severable and must be returned to NASA when no longer required for the purpose of this agreement or at the conclusion of this agreement. Any unused, NASA provided, supplies and materials must be returned to NASA when no longer required for the purpose of this agreement or at the conclusion of the agreement. NASA retains the right to inspect any and all



U.S. Government provided property, on reasonable notice, to assure it is being properly accounted for, it is appropriately maintained, and is being used exclusively for the purpose provided.

3. Shall establish relative priority on use of NCAM tooling, with first priority generally given to use by NASA Projects, the second priority generally given to use by NCAM partners and all other priorities for use will be determined by NASA in accordance with its standard scheduling practices for MAF.
4. Shall provide space at MAF to house the NCAM equipment, as well as provide a limited amount of space for NCAM administration and visiting researchers. The specific amount and location of such space shall be at the discretion of NASA/MSFC.
5. Shall work with NCAM to develop a university/industry coalition to further enhance educational and research and development activities.
6. Shall provide information to current and prospective MAF tenants on the availability and capability of MAF NCAM facilities and equipment.
7. Shall facilitate access to NASA manufacturing research and technology development infrastructure and experience base, as needed to support NCAM, it's partners and it's operations.
8. Shall cooperate with NCAM and industry representatives to effectively manage any intellectual property that may result from cooperative activities in accordance with applicable laws
9. Shall be responsible for establishing and managing agreements with production tenants, including setting, managing, and negotiating the pricing and terms of such agreements.



Louisiana State University:

1. Shall conduct and manage funded NCAM consortium activities through this CEA.
2. Will seek to build strategic partnerships with University, Government, and Industry.
3. Shall work with NCAM to develop the university/industry coalition for the purposes of research and development and to champion available capability utilization at MAF and specifically to leverage the state investments in advanced manufacturing capabilities.
4. Shall seek support for NCAM activities from appropriate public and private sources.
5. Shall make available to NASA appropriate insight into research and development activities in which LSU is involved, subject to relevant contractual requirements and intellectual property policies that present technical challenges within the area of advanced structures manufacturing.
6. Shall be property custodians for the NCAM equipment.
7. Shall act as funds administrator for NCAM capability utilization as defined in NCAM Funding and Financial Operations.
8. Shall work with NASA to develop a long-term agreement for MAF NCAM facilities to accommodate access to additional, future state funded equipment.

University of New Orleans:

1. Shall establish a coalition for the education and outreach of NCAM developed techniques and capabilities.



-
2. Shall expand multi-site learning and outreach activities to MAF site to include teaching graduate level courses and continuing education at MAF.
 3. Shall take all steps necessary to transfer title of the NCAM equipment to LSU.

UNO R&T Foundation:

1. Shall seek support for NCAM activities from appropriate public and private sources.
2. Shall work with NASA to develop a long-term agreement for MAF NCAM facilities to accommodate UNO access for NCAM Education and Outreach activities.
3. Shall take all steps necessary to transfer to LSU the entire balance of the escrow account for equipment disposal.

NCAM Consortium Operations

The parties agree to establish a NCAM organization and management structure in accordance with the responsibilities of each party, and consistent with the attributes defined below.

In accordance with this agreement, the parties agree to establish a NCAM Advisory Committee to manage and oversee all operations of the NCAM. The Advisory Committee shall be comprised of the following individuals:

1. NASA MAF Director (Education, Outreach, and Economic Development focus)
2. UNO President or designee



-
3. LSU Chancellor or designee
 4. Louisiana Economic Development Representative
 5. NASA MSFC Engineering Representative (focus on R&D)
 6. UNO R&T Foundation President
 7. LSU Dean of Engineering or designee

The NCAM Advisory Committee shall schedule a meeting within 30 days of the execution of this Agreement to establish its charter, operating rules, and implement the initial Operating Plan, which is therefore attached hereto and made a part of this Agreement. The NCAM Advisory Committee will advise the NCAM operating organization in seeking to advance the opportunities for research and development, as well as identifying means to expand the educational outreach activities.

The NCAM Consortium, through LSU as managing partner, will establish an operating organization to oversee the day-to-day activities of the consortium. The NCAM organization will direct the research and development activities and will coordinate the education outreach activities of the Consortium. The NCAM organization will be staffed in accordance with the following:

1. NCAM Director: Responsibilities include early identification of proposal opportunities, coordination of proposal development, and teaming with agencies. This person will work with NASA to manage and oversee all operations of the NCAM. The NCAM Director will report to the Dean of Engineering at LSU and will be a person of national stature. The NCAM Advisory Committee will advise a search committee for the new Director.



2. Staff Assistant: shall support the Director in proposal preparation, scheduling meetings, arranging travel for visitors, and managing reporting activities.

NCAM Funding and Financial Operations

The NCAM will generate proceeds from the usage of the equipment by MAF tenants. NASA MSFC will be responsible for setting the rates and negotiating with the MAF tenants for usage of the NCAM equipment. NASA MSFC will pay LSU a portion of the proceeds of the annual utilization of the NCAM equipment to cover the disposal and capital recovery costs as outlined below:

Current Market Value of NCAM Equipment	\$40,000,000
Estimated Salvage Value of Equipment	\$12,000,000
Useful Life of Equipment	50 years
Capital Recovery Costs (Annual)	\$600,000
Disposal Allowance (Annual)	2% of Gross Proceeds

The NCAM will distribute the State capital recovery costs and disposal allowance in accordance with the schedule below:

- The UNO R&T Foundation – a portion of State capital recovery costs subject to an annual cap of \$30,000 for administrative costs associated with serving as the financial agent for UNO.
- UNO – a portion of State capital recovery costs subject to an annual cap of \$200,000 to be used as bid and proposal funds for pursuit of educational grant opportunities and administered by the Vice President for Research.



- LSU – a portion of capital recovery costs subject to an annual cap of \$370,000 to be used to pay for administrative costs, the NCAM Director and support staff, and for proposal and travel funds for pursuit of research grant opportunities and administered by the NCAM Director and the NCAM Advisory Committee. In addition, 2% of gross proceeds will be held in escrow for eventual NCAM equipment property disposal. This allocation is to be combined with current property disposal escrow funds.
- NASA MSFC will retain the remainder of gross proceeds for NCAM equipment operation, maintenance, sparing, and repairs. Any remaining funds will be allocated to future upgrades of NCAM equipment located at MAF.

In order to provide transparency of all financial transactions, all parties agree to provide written reports documenting the receipt and use (i.e., complete accounting) of all NCAM proceeds. Such reports will be provided to all NCAM partners no later than the fifteenth day in the month following conclusion of each calendar quarter. LSU, UNO, and NASA MSFC agree to include a separate section in their quarterly reports documenting the activities and accomplishments of NCAM toward pursuit of research and educational grants and the same for NASA MSFC maintenance and operation of the MAF NCAM equipment.

NCAM Equipment Operations

NCAM Tooling will be made available to MAF Tenants as an operating capability of MAF. Tenants will develop agreements with NASA for usage of the equipment and will pay NASA for usage. Rates for usage of the NCAM Equipment will be established by NASA as part of the MAF Pricing Policy. Rates will be reviewed annually and will be adjusted to ensure that NASA is covering all costs



associated with the operation of the NCAM Equipment and the NCAM Consortium. The rates for Fiscal Year 2012 (October 1, 2011 through September 30, 2012) are shown in the Appendix A.



Appendix A

NCAM Tooling Rates

NCAM Equipment/Tooling Rates			
Machine			Daily Rate
Fiber Placement Machine #1		\$	1,110
Fiber Placement Machine #2		\$	1,110
Universal Weld System #1		\$	1,110
Universal Weld System #2		\$	1,285
High-Speed Machining Center #1		\$	400
High-Speed Machining Center #2		\$	1,985
Robotic Weld Tool #2 (FSW)		\$	2,235
Robotic Weld Tool #3 (FSW)		\$	2,235
Non-Destructive Evaluation System		\$	350
Autoclave		\$	1,233
NOTE: - All rates are machine time only and do not include operator			
- Utility cost is included in daily rate			

Exhibit II

D'Ann Y Morris

Subject: FW: NCAM Equipment Transfer

From: Michael Martin <mvm@lsu.edu>
Date: Tue, 26 Jun 2012 18:38:31 -0500
Subject: Fwd: NCAM Equipment Transfer

Sent from my iPhone

Begin forwarded message:

From: Peter J Fos <pfos@uno.edu>
Date: June 26, 2012 5:46:46 PM CDT
To: Michael V Martin <mvm@lsu.edu>
Subject: RE: NCAM Equipment Transfer

Mike,

Sorry for the delay in responding to your email. I was out of the office yesterday and it has taken me most of the today to catch up.

I approve the transfer of the relevant NCAM equipment from UNO to LSU.

I look forward to working with you in the future.

Peter

Peter J. Fos, Ph.D., M.P.H.
President
The University of New Orleans
2000 Administration Building Annex
2000 Lakeshore Drive
New Orleans, LA 70148
504-280-5536
504-280-6872 fax
pfos@uno.edu
www.uno.edu
pfos@uno.edu
<http://www.uno.edu/>

From: Michael V Martin [mvm@lsu.edu]
Sent: Friday, June 22, 2012 2:40 PM
To: Peter J Fos
Cc: Joe M King
Subject: NCAM Equipment Transfer

Peter,

As you know, we are in the process of finalizing the details of the NCAM CEA so that the agreement can be approved. The LSU System Office is requesting confirmation that UNO will approve the transfer of the relevant NCAM equipment (as specified in the CEA that UNO is a signatory to) from UNO to LSU once the agreement is signed. Further, are any approvals required from the U of L System regarding this equipment transfer?

Staff members from our teams have been working with the appropriate state agency regarding the necessary paperwork to record the transfer. The LSU Property Manager (Toliver Bozeman) has spoken with the UNO Property Manager (Roy Robertson) regarding the transfer of the items to LSU. In addition, LSU contacted the Director of Louisiana Property Assistance Agency - LPAA (Susie Barthel) regarding this matter, and she advised that when an interagency agreement is initiated, LPAA recognizes the authority of the agency's Property Manager (UNO's Property Manager) to transfer the items to the other agency (LSU's Property Manager). In summary, we understand that LPAA only needs documentation of the transfer request from UNO in AssetWorks, the state property management system, to LSU.

In an effort to insure that our understanding is correct, can you respond to this e-mail? We will provide a copy of the emails that document our mutual understanding with the CEA approval request we submit to the LSU System.

We look forward to working with UNO on this important project. I'm copying Joe King who has been involved in the NCAM discussions.

Mike

Mike Martin
Chancellor
LSU

Exhibit II

D'Ann Y Morris

Subject: FW: NCAM Equipment Transfer

From: Michael Martin <mvm@lsu.edu>
Date: Tue, 26 Jun 2012 18:38:31 -0500
Subject: Fwd: NCAM Equipment Transfer

Sent from my iPhone

Begin forwarded message:

From: Peter J Fos <pfos@uno.edu>
Date: June 26, 2012 5:46:46 PM CDT
To: Michael V Martin <mvm@lsu.edu>
Subject: RE: NCAM Equipment Transfer

Mike,

Sorry for the delay in responding to your email. I was out of the office yesterday and it has taken me most of the today to catch up.

I approve the transfer of the relevant NCAM equipment from UNO to LSU.

I look forward to working with you in the future.

Peter

Peter J. Fos, Ph.D., M.P.H.
President
The University of New Orleans
2000 Administration Building Annex
2000 Lakeshore Drive
New Orleans, LA 70148
504-280-5536
504-280-6872 fax
pfos@uno.edu
www.uno.edu
pfos@uno.edu
<http://www.uno.edu/>

From: Michael V Martin [mvm@lsu.edu]
Sent: Friday, June 22, 2012 2:40 PM
To: Peter J Fos
Cc: Joe M King
Subject: NCAM Equipment Transfer

Peter,

As you know, we are in the process of finalizing the details of the NCAM CEA so that the agreement can be approved. The LSU System Office is requesting confirmation that UNO will approve the transfer of the relevant NCAM equipment (as specified in the CEA that UNO is a signatory to) from UNO to LSU once the agreement is signed. Further, are any approvals required from the U of L System regarding this equipment transfer?

Staff members from our teams have been working with the appropriate state agency regarding the necessary paperwork to record the transfer. The LSU Property Manager (Toliver Bozeman) has spoken with the UNO Property Manager (Roy Robertson) regarding the transfer of the items to LSU. In addition, LSU contacted the Director of Louisiana Property Assistance Agency - LPAA (Susie Barthel) regarding this matter, and she advised that when an interagency agreement is initiated, LPAA recognizes the authority of the agency's Property Manager (UNO's Property Manager) to transfer the items to the other agency (LSU's Property Manager). In summary, we understand that LPAA only needs documentation of the transfer request from UNO in AssetWorks, the state property management system, to LSU.

In an effort to insure that our understanding is correct, can you respond to this e-mail? We will provide a copy of the emails that document our mutual understanding with the CEA approval request we submit to the LSU System.

We look forward to working with UNO on this important project. I'm copying Joe King who has been involved in the NCAM discussions.

Mike

Mike Martin
Chancellor
LSU



**RECOMMENDATION TO APPROVE THE ACQUISITION
OF PROPERTY BY THE LSU HEALTH SCIENCES
FOUNDATION IN SHREVEPORT FOR THE BENEFIT OF
THE LSU HEALTH SCIENCES CENTER- SHREVEPORT AND
DETERMINATION OF AN ACCEPTABLE UNIVERSITY PURPOSE**

To: Members of the Board of Supervisors

Date: July 27, 2012

Pursuant to Article VII, Section 8, D.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant Board matter".

D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

1. Summary of the Matter

The LSU Health Sciences Foundation Shreveport (Foundation) proposes to purchase two unimproved lots for the benefit of LSUHSC-S. This acquisition will have short and long-term benefits for LSUHSC-S.

Short-Term Benefits

LSUHSC-S has a growing need of land adjacent to its core campus for additional surface parking. The campus is congested due to faculty, staff and student needs for private vehicle parking. The campus has a lack of any elevated parking structures, minimal housing within walking distance of the community, and limited public transportation in the community.

Long Term Benefits

In the next five years, LSUHSC-S plans to erect an academic facility which would require this land. This will be featured in the HSC-S master facilities plan which will be completed this summer.

As a result of the planning efforts to date, Jennings Street has been determined to be the optimal entrance for accessing the LSUHSC-S academic campus core, redirecting traffic from the current Kings Highway venue. To help achieve this vision, the City of Shreveport has begun the engineering work necessary for future improvements to Samford Street - which borders the campus on the easternmost side. Acquisition of the proposed site is of strategic value to the viability of this concept.

Within the rectangle bounded by Samford Avenue, Jennings Street, Woodrow Street, and William Street, the Foundation currently owns two vacant lots and one lot on which is sited a small residence rented to medical students. Last year, the Foundation acquired the vacant Parkview Baptist Church. Plans are for converting this church structure into a conference center and administrative support facility over the next three to five years. This church property comprises a sizable portion of the aforementioned rectangle (Exhibit A).

Correspondence from the LSUHSC-S Chancellor, indicating his support of this proposal is attached as Exhibit B.

Property Description

The subject property is located at 1338 Woodrow Street in Shreveport, on the northeast corner of Woodrow and William Streets, fronting the Clinical Research Building located on the LSU Health Shreveport campus, as shown on Exhibit B. It is vacant and identified in property records as Lots 38/39 Woodrow Street.

The site is generally rectangular in shape, fronting a total of 300 feet on the west side of Samford Avenue, 223 feet on the south side of Jennings Street and 183 feet on the north side of Woodrow Street. Total area is 1.4 acres and includes 90 parking slots on a paved surface. The property is unimproved, with dimensions of 80' on Woodrow St. and 150' on William Street, and is level above street grade. Environmental issues are not known exist, as the property is located in a long-time residential neighborhood and is zoned R-2.

2. Review of Business Plan

The Foundation obtained a market evaluation of the property in May, 2012. (Exhibit C). The property was valued at \$36,000 at that time. The property is being offered on the open market for \$39,000 at present. After acquiring the property at fair market value, the Foundation proposes to subsequently lease the property to LSUHSC-S, also at fair market value. In turn, this payment will be offset by parking revenue generated by employees and students. In due course, the Foundation intends to donate the property to the LSU System for the benefit of LSUHSC-S.

3. Fiscal Impact

This project will not require any additional State General Fund support above current levels.

4. Description of Competitive Process

Any future improvements will adhere to a competitive vendor selection process.

5. Review of Legal Documents

A Uniform Affiliation Agreement (UAA), dated July 1, 2009, links the LSU System and LSU Health Sciences Foundation in Shreveport. The UAA provides guidance and direction as to Disbursements and other transactions (Section 6.0). Section 6.3 states that

“In light of the purpose of the Affiliate to be in support of the University and University's responsibility to determine if significant transactions of Affiliate affecting or potentially affecting it are in support of University as well as the potential legal or other obligations which may ultimately be sought to be imposed on University, the following disbursements and transactions, other than transactions and disbursements involving operational and business management matters of Affiliate itself require a determination of acceptable University purpose by the Board of Supervisors (unless delegated to the President);”

Section 6.3.2 of the UAA goes on to specify that:

"Purchasing any immovable property, except property which will serve as the primary location of Affiliate's administrative offices, pursuant to a purchase agreement executed after the effective date of this Agreement; provided that this"

6. Parties of Interest

The only non-LSU party to the proposed transaction is the property owner of Mr. Michael McLaughlin.

7. Related Transactions

- Approval by the Board of Regents
- Approval by the Division of Administration, Office of Facility Planning & Control
- Approval of the Joint Legislative Committee on the Budget

8. Conflicts of Interest

None

ATTACHMENTS:

- Letter from Chancellor Barish
- Walker-Alley & Associates Opinion of Value
- Exhibit A Map

RECOMMENDATION

It is recommended that the LSU Board of Supervisors adopt the following resolution:

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the Louisiana State University Health Sciences Foundation in Shreveport, to acquire the property at 1338 Woodrow Street in Shreveport at fair market value for the purpose of parking and potential construction projects in support of the LSU Health Sciences Center - Shreveport;

BE IT FURTHER RESOLVED, that the Board finds an acceptable university purpose for the LSU Health Sciences Foundation in Shreveport to acquire the property at 1338 Woodrow Street in Shreveport, Louisiana provided that, if the contract amount for purchase exceeds the estimated cost of \$39,000.00 by more than 20%, further authorization from this Board shall be sought prior to entering into such contract."



June 21, 2012

Mr. P. Raymond Lamonica, General Counsel
to the President and the Board of Supervisors
Louisiana State University System
3810 W. Lakeshore Drive, Room 124
Baton Rouge, LA 70808

Dear Mr. Lamonica,

This letter serves as an institutional letter of support for a property acquisition by the LSU Health Sciences Foundation in Shreveport.

The Foundation is interested in acquiring two unimproved lots adjacent to the east side of the LSU Health Shreveport campus. The property is situated in the area of a proposed campus gateway. After inspecting the property and reviewing the valuation, both the Foundation and Health Sciences Center leadership believe that this acquisition is in the strategic interest of our institution.

There are no known conflicts of interest involving the Foundation, LSU Health Shreveport, or the owner of the property. I request that this proposal be placed on the July 27th Board of Supervisors meeting agenda for its consideration.

Please contact me should you have any questions regarding this matter.

Respectfully,

Robert A. Barish M.D.

Robert A. Barish, MD MBA
Chancellor

cc: Catherine Nobile, Esq., President, LSU Health Sciences Foundation in Shreveport
John Dailey, JD MPA, Vice Chancellor for Administration



Walker-Alley & Associates, LLC

REAL ESTATE RESOURCES

May 21, 2012

Catherine S. Nobile, Esq.
President
LSU Health Foundation
920 Pierremont Road, Suite 407
Shreveport, LA 71106

Re: Opinion of Value
Vacant Lot
1338 Woodrow
Shreveport, LA

Dear Ms. Nobile:

In accordance to your request I have conducted a market evaluation of the above referenced property. I made a personal inspection of the property and also made a careful investigation of the matters pertinent to the estimated market value of the property and they are included herein.

Let it be clearly understood by all parties that this is a market evaluation and is not a formal appraisal of the property. This is my opinion as a commercial real estate agent, with twenty-five years of experience in the Shreveport area, of the value a willing buyer would pay a willing seller for this property.

The subject property is located on the Northeast corner of Woodrow Street and William Street, just east of Samford Avenue, Shreveport, Louisiana. The area is mixed in use including older residential and medical. The subject property is unimproved with dimension of 80' on Woodrow Street by 150' on Williams Street and is level being above street grade. The site is zoned R-2 and is serviced by all city utilities.

The legal description of the subject property is briefly Lots 38 and 39, Samford Place Addition, Caddo Parish, Louisiana.

The most reliable method of estimating the value of the subject property, in my opinion, is by comparison of the subject with the most comparable properties that have sold in recent years. Listed below are comparable sales.



<u>Comp</u>	<u>Property</u>	<u>Date Sold</u>	<u>Sales Price</u>	<u>Area/SF</u>	<u>Price/SF</u>
1	Hardy Street, North Side, west of Hearne	04/24/2009	\$ 85,000	17,293	\$ 4.92
2	Garden Street, West side of north of Hamilton	11/19/2008	\$ 21,000	8,750	\$ 2.40
3	3019 Missouri, east side south of Penick	10/06/2011	\$ 26,700	4,800	\$ 5.56

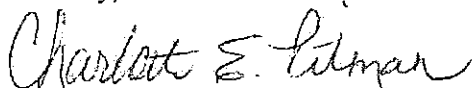
In looking at the comparable sales data in regard to the subject property, I feel these sales are most comparable found to subject property and are a good indication of value for subject. Sale 1 and 3 are located in close proximity to the Willis-Knighton Medical facilities know as Willis-Knighton "North" and was purchased for expansion purposes. These 2 sales are considered superior to subject due to location and motivation of purchase. Sale 2 although not in close proximity, is located in a similar but slightly inferior area to subject and is considered somewhat more indication of subject's per square foot value.

Considering these sales and the facts included herein, the value of the subject property is estimated to be **\$3.00 per square foot** or:

12,000 @ \$3.00 per SF = \$36,000

Thank you for allowing me to be of service to you in this matter. If you have any questions concerning the above information, please give me a call.

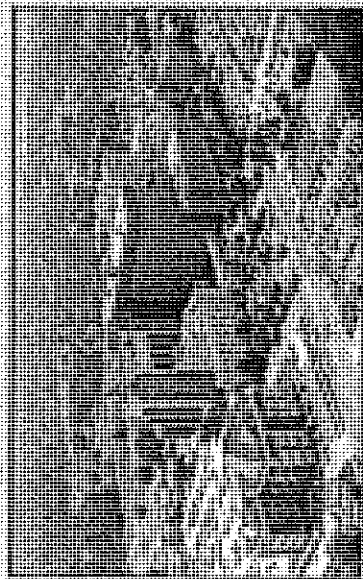
Sincerely,



Charlotte E. Pitman
Walker-Alley & Associates, LLC.

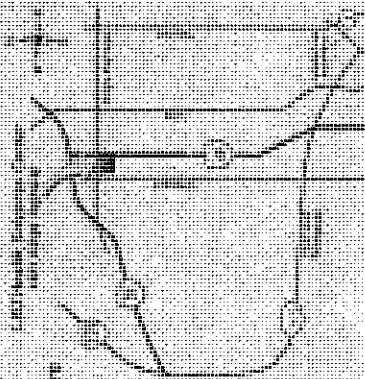


EXHIBIT A



Louisiana State University Health Sciences Center - Shreveport

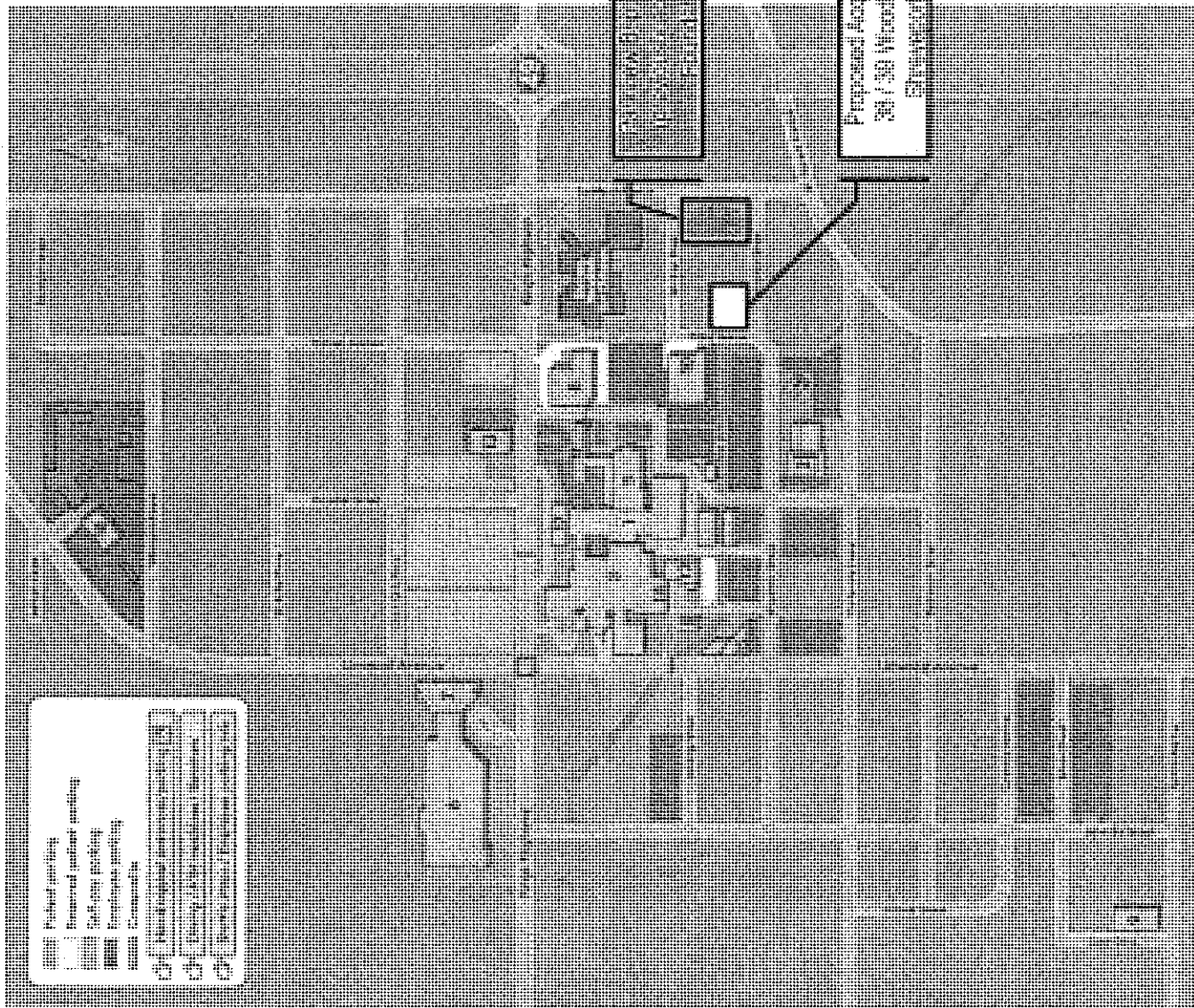
- 1. School of Medicine
- 2. Adult Health
- 3. LSU Hospital
- 4. Emergency
- 5. Biomedical Research Institute
- 6. Ambulatory Care Center
- 7. Women's and Children's Clinic
- 8. Pap Smear Cancer Center
- 9. Melvin E. Webb Speech & Hearing Center
- 10. Clinical Research Building
- 11. Administration Building
- 12. Radiation Therapy Center
- 13. Eye Clinic
- 14. Patient Admissions (Newport)
- 15. Physical Plant
- 16. Student Union
- 17. Greenhouse/Com
- 18. Human Research
Biological Program
(Newport)



1501 Kings Highway
Shreveport, LA 71203

318-675-5000

	Public parking
	Reserved patient parking
	Staff-only parking
	Emergency parking
	Accessible
	Proposed building
	Existing building
	Proposed parking



PROPOSED BUILDING
20 / 30 Westwood St.,
Shreveport, LA

Proposed Acquisition
20 / 30 Westwood St.,
Shreveport, LA

**PERSONNEL ACTIONS REQUIRING
BOARD APPROVAL**

July 27, 2012

TABLE OF CONTENTS

Personnel Actions Requiring Board Approval

July 27, 2012

FILL A VACANCY 1
FILL A VACANCY – APPOINTMENT WITH TENURE 2
RAISES 3
PROMOTIONS 4
APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP 5
REQUESTS FOR EMERITUS TITLE 6
SUPPLEMENTAL COMPENSATION 7
ATTACHMENT 8

Personnel Actions Requiring Board Approval
July 27, 2012

FILL A VACANCY

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 LSU A&M	Kirby, Robert	04/27/12	Assistant Coach - Men's Basketball	\$240,000	Auxiliary
2 LSU A&M	Patrick, David A.	06/18/12	Assistant Coach - Men's Basketball	\$225,000	Auxiliary (MOU - Contingent)
3 LSU A&M	Maharrey, Jr. David H.	07/16/12	Associate Executive Director – Facility and Utility Operation	\$140,000	State
4 LSU A&M	Sell, Julia S.	06/07/12	HEAD COACH - Women's Tennis	\$110,000	Auxiliary
5 Law Center	Hall, Keith Bratton	08/09/12	Assistant Professor	\$132,000	State
6 Law Center	Sloan, Robert D.	11/01/12	Professor-Professional Practice	\$225,000	State

Personnel Actions Requiring Board Approval
July 27, 2012

FILL A VACANCY - APPOINTMENT WITH TENURE

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 HSC-NO	Culbertson, Richard	08/01/12	Professor with Tenure - School of Public Health	\$175,000	State
2 HSC-Shreveport	Herrera, Guillermo	08/01/12	Chairman and Professor of Pathology with Tenure	\$400,000	State
3 HSC-Shreveport	Turbat-Herrera, Elba	08/01/12	Professor with Tenure - Obstetrics/Gynecology	\$230,000	State
4 LSU A&M	Tsolakis, Alcibiades P.	01/01/13	Dean of College of Art & Design/Professor with Tenure	\$185,000	State

Personnel Actions Requiring Board Approval
July 27, 2012

RAISES

Campus	Name	Effective Date		Title	Old Salary	New Salary	Source	Pct Chg.
1	AgCenter Bollich, Patrick	07/01/12	Additional Duties and Responsibilities	Professor and Resident Director	\$138,651	\$144,651	\$6,000	4%

Personnel Actions Requiring Board Approval
July 27, 2012

PROMOTIONS

Campus	Name	Effective	Title	Old Salary	New Salary	Difference	Source	Pct Chg.
1 AgCenter	Elzer, Phil	07/01/12	Assistant Director of LAES and Assistant Vice Chancellor for Research	\$130,624	\$150,000	\$19,376	State	15%
2 HSC-NO	Schroth, Keith	07/01/12	Associate Vice Chancellor for Business Development and Associate Dean of Fiscal Affairs	\$234,705	\$234,705	—	—	—
3 LSU A&M	Beck, Stephen D.	07/01/12	Associate Dean and Director of the School of Music and Holder of the Derryl and Helen Haymon Professorship	\$121,644	\$133,000	\$11,356	State	10%
4 LSU A&M	Cheek, Jr. Earl H.	07/01/12	Director of the School of Education	\$131,878	\$151,060	\$19,182	State	15%
5 LSU A&M	Lindsay, Laura	07/01/12	Dean— College of Human Sciences and Education	\$168,000	\$180,000	\$12,000	State	7%
6 LSU A&M	Marzilli, Luigi G.	07/01/12	Chair of the Department of Chemistry	\$213,820	\$216,820	\$3,000	State	1%
7 LSU A&M	Twilley, Robert	08/13/12	Executive Director of Louisiana Sea Grant College Program	\$171,759	\$188,935	\$17,176	State	10%
8 LSU Eunice	Robichaux, Renee	07/16/12	Vice Chancellor for Academic Affairs	\$79,348	\$87,000	\$7,652	State	10%

Personnel Actions Requiring Board Approval
July 27, 2012

APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP

Campus	Name	Effective	Continue		Title	Salary	Compensation Foundation	
			Remove/Add					
1	AgCenter	Salassi, Michael E.	05/01/12	Continue	Nelson Fairbanks Professorship	\$130,674	\$3,000	LSU A&M
2	HSC-NO	Jarreau, Patsy	07/01/12	Add	Betty Lynne Theriot Professorship	\$87,594	\$5,000	HSC-Found
3	HSC-NO	Sothorn, Melinda	07/01/12	Add	Finks Endowed Chair in Public Health	\$187,352	\$35,000	HSC-Found
4	LSU A&M	Allen, Standish	07/01/12	Add	John P. Laborde Chair for Sea Grant Research and Technology Transfer	\$27,500	–	LSU A&M
5	LSU A&M	Bao, Huiming	07/01/12	Add	Department of Geology Charles L. Jones Endowed Professorship	\$78,662	–	
6	LSU A&M	Brumfield, Robb T.	07/01/12	Add	Roy Paul Daniels Professor in Basic Sciences #1	\$105,000	–	
7	LSU A&M	Hill, R. Carter	08/15/11	Continue	Thomas Singletary Business Partnership Professor	\$161,060	–	
				Continue	Ourso Family Professor in Econometrics	\$161,060	\$2,000	LSU A&M
				Add	South Central Bell Professorship in Economics	\$161,060	\$12,459	LSU A&M
8	LSU A&M	Malisoff, Michael A.	07/01/12	Add	Roy Paul Daniels Professor in the College of Science #3	\$82,887	–	
9	LSU A&M	Ryan, Susan E.	08/13/12	Add	Emogene Pliner Professorship in Art	\$71,880	\$7,800	LSU A&M
10	LSU Eunice	Vidrine, Debra	06/26/12	Add	Endowed Professorship	\$55,515	\$2,446	LSU-E Found

REQUESTS FOR EMERITUS TITLE

Campus	Name	Effective Date	Title
1 LSU A&M	May, John	05/18/12	Alumni Professor Emeritus
2 LSU Shreveport	Marsala, Vincent J.	05/31/12	Chancellor Emeritus and Professor Emeritus

SUPPLEMENTAL COMPENSATION

Campus	Name	Effective Date	Title	Salary	Supplement	Foundation
1 LSU A&M	<i>See attached Awards Report from LSU A&M Campus for July</i>					
2 HSC-New Orleans	D'Andrea, Shawn	06/15/12	House Officer IV	\$49,029	\$1,000	HSC Found
3 HSC-New Orleans	Eilers, Parrish	06/15/12	House Officer IV	\$49,029	\$1,000	HSC Found
4 HSC-Shreveport	Alexander, J. Steven	05/26/12	Professor	\$122,409	\$6,000	HSC Found
5 HSC-Shreveport	Fleurette, Abreo	05/26/12	Professor	\$125,940	\$6,000	HSC Found
6 LSU-Eunice	Bertrand, Danielle	06/04/12	Instructor	\$53,000	\$250	LSUE Found
7 LSU-Eunice	Huval, Chad	06/04/12	Assistant Professor	\$43,000	\$250	LSUE Found
8 LSU-Eunice	Lavigne, Camille	06/04/12	Instructor	\$39,551	\$250	LSUE Found
9 LSU-Eunice	Warner, Kathleen B.	06/04/12	Instructor	\$52,177	\$250	LSUE Found

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS AWARDS REPORT

Meeting Date: July 2012

Name	Title	Award	Regular Salary	Date	Award Amount
Jacqueline Stephens	Associate Chair	LSU Rainmakers Faculty Senior Scholar Award	\$133,895	5/10/2012	\$1,000
Philip Stouffer	Associate Professor	Service-Learning Faculty Scholas Award	\$87,100	5/11/2012	\$1,000
Kirk Ryan	Assistant Professor - Clinical Specialist	LSU SVM Distinguished Service Award	\$100,706	5/16/2012	\$500
Susan Eades	Professor	LSU SVM Distinguished Service Award	\$125,000	5/16/2012	\$500
Caroline Goutal	Resident	VTH&C House Officer Award	\$25,500	5/16/2012	\$1,000
Lee Ann Eddleman	Manager	2012 Outstanding Achievement/Spring Reception	\$72,145	5/17/2012	\$500
Leonard Carter	Maintenance Repairer 1	2012 Operations Management Award/Spring Reception	\$30,255	5/17/2012	\$100
Melissa Garza	Hospital Admissions Technician 2	2012 Administrative Support Award/Spring Reception	\$32,448	5/17/2012	\$100
Shay Bordelon	Associate Clinical Specialist	2012 Technical Management Award/Spring Reception	\$35,951	5/17/2012	\$100
Michelle Reed	Administrative Coordinator 2	2012 Academic Support Award/Spring Reception	\$39,213	5/17/2012	\$100
John R. Smith	Associate Professor	Zaki Bassiouni Excellence Teaching Award	\$102,641	5/21/2012	\$15,000
Erin K. Coyle	Assistant Professor	Service-Learning Faculty Scholas Award	\$55,000	5/22/2012	\$1,000
Charles Lindau	Professor	The Richard Lipsey Professional Educators Award	\$89,613	6/5/2012	\$2,000
Philip Stouffer	Associate Professor	Service-Learning Faculty Scholas Award	\$87,100	6/19/2012	\$1,000
Sassy Wheeler	Instructor	Service-Learning Faculty Scholas Award	\$41,894	6/19/2012	\$1,000
Kenneth Fasching_Varno	Assistant Professor	Service-Learning Faculty Scholas Award	\$60,000	6/19/2012	\$1,000
Younghee Lim	Assistant Professor	Service-Learning Faculty Scholas Award	\$64,536	6/19/2012	\$1,000
Nancy Foreman	Instructor	Service-Learning Faculty Scholas Award	\$31,000	6/19/2012	\$1,000
Michelle Masse	Professor	Service-Learning Faculty Scholas Award	\$85,000	6/19/2012	\$1,000
Stephanie Grey	Associate Professor	Service-Learning Faculty Scholas Award	\$67,561	6/26/2012	\$1,000

Rec'd 6/27/12

ATTACHMENT

APPROVED

Carolyn Hargrove
6/28/12



Academic Affairs Consent Agenda

ENDOWED PROFESSORSHIPS APPROVED BY INTERIM PRESIDENT JENKINS THAT WERE FORWARDED TO THE LOUISIANA BOARD OF REGENTS TO REQUEST MATCHING FUNDS PRIOR TO JULY 2, 2012 (RATIFIED BY THE BOARD)

To: Members of the Board of Supervisors

Date: July 27, 2012

1. Significant Board Matter

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Significant donations have been made to the LSU Foundation for the establishment of Endowed Professorships. The Board of Regents Support Fund was created by the Legislature of Louisiana in 1989 as Act 647 providing therein for multiple \$40,000 challenge grants to be awarded on a one to one and one-half matching basis, and these donations qualify for inclusion in the Board of Regents Support Fund matching grants program.

Endowed Professorships approved by Interim President Jenkins that were forwarded to the Louisiana Board of Regents to request matching funds prior to the July 2, 2012 deadline:

LSU

- Charles Lamar Family Professorship for Graduate Studies in the School of Music, College of Music and Dramatic Arts at LSU
- Mary Jo Klosterman Professorship #2 in the Department of Geology and Geophysics, College of Science at LSU
- George C. Kent Distinguished Professorship #5 in the College of Science at LSU
- Shell Honors College Professorship #4 in the Honors College at LSU
- Shell Honors College Professorship #5 in the Honors College at LSU
- Shell Honors College Professorship #6 in the Honors College at LSU
- Shell Professorship in Oceanography/Wetland Studies #2 in the School of the Coast and Environment at LSU
- Robey H. Clark Distinguished Professorship #2 in the Department of Geology and Geophysics, College of Science at LSU

- Ron and Dr. Mary Neal Geaux Teach Distinguished Professorship in the College of Science at LSU
- Janet D. and Hermann Moyse, III Professorship in Social Work, School of Social Work at LSU
- Jacques Arnaud Professorship #2 in the College of Humanities and Social Sciences, Department of French Studies at LSU
- John and Catherine Day Professorship in Oceanography and Coastal Sciences, School of the Coast and Environment at LSU

LSUS

- Enhancement of the George & Regina Khoury Endowed Professorship in Sciences to the George & Regina Khoury Endowed Super Professorship in Sciences in the College of Arts and Sciences at LSU Shreveport

3. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorships are in order.

4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.

Certification was provided in the resolution to create the Professorships.

RECOMMENDATION

The LSU System Office of Academic Affairs recommends approval of the following resolution:

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby ratifies the endowed professorships approved by Interim President Jenkins.



Academic Affairs Consent Agenda

REQUEST ONE YEAR CONDITIONAL APPROVAL OF THE PROPOSED ENERGY LAW CENTER AT THE LSU PAUL M. HEBERT LAW CENTER

To: Members of the Board of Supervisors

Date: July 27, 2012

1. Significant Board Matter

This matter is a "significant board matter" pursuant to the following provisions of Article VII, Section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

2. Summary of the Matter

Overview. The LSU Law Center requests one year conditional approval of a proposed Energy Law Center to serve as a focal point for educating highly skilled attorneys deeply grounded in the law, business and science of twenty-first century energy in all of its manifestations. LSU Law through the Energy Law Center will offer JD law students multiple courses in energy law and related subjects as well as the opportunity to enhance their understanding and effectiveness through the study of the science, engineering, and business of energy in courses offered by LSU. Within approximately two to three years of its inception, LSU Law also plans to propose a Master's Degree in Energy Law (LLM) administered by the Energy Law Center to provide JD holders and practitioners with the opportunity for advanced, specialized training. The proposed Energy Law Center will also serve as a "go to" resource for companies, policymakers, and other interested stakeholders focused on legal and related policy issues touching on the energy sector. Through these activities, the LSU Law Center will strive to become one of the premier academic centers in the United States for teaching and scholarship in energy law and policy.

Objectives. Specific objectives of the proposed Energy Law Center are as follows:

1. To provide JD and, later, LLM students with an enhanced legal curriculum to prepare them for practice in the complex areas of twenty-first century energy law;
2. To establish certificates of specialization and a range of joint degrees to provide students the opportunity to combine an in-depth understanding of energy law with the study of science, engineering, business, and other disciplines as they relate to the twenty-first century energy sector, domestic and international, in all of its manifestations;
3. To ensure that LSU law students will be able to cross register for additional courses in science, engineering, and business-related disciplines through the LSU Energy Law Center and LSU A & M;
4. To provide the legal expertise necessary to drive economic development in the Louisiana energy industry;
5. To serve as a repository of research and a source of consultative services for law firms and businesses throughout Louisiana and across the Gulf Coast wishing to expand their energy-related work; and

6. To expand continuing legal education opportunities for attorneys in the energy field.

Need. The safe, effective, and productive creation of usable energy is of vital interest to the State of Louisiana, and will continue to be for the foreseeable future. On a global level, the International Energy Agency (IEA) projects that world energy demand will increase by approximately 33% between 2011 and 2035. This increase in energy consumption will drive the formation of new and expanded energy industry segments, such as solar, wind, rain, nuclear and geothermal heat in addition to coal, natural gas, oil, petroleum products, and renewable energy resources, including biofuels.

More directly, a substantial portion of Louisiana's economy is directly dependent on energy production and related industries. As energy production continues to power much of the State's economy, reconciling these vital economic interests with countervailing concerns of safety, the environment and other social needs will be increasingly important. The LSU Energy Law Center will be designed to address these issues and to educate future leaders who possess a full understanding of the law, business, and science of the energy sector

Faculty. To insure that the Center fulfills the objectives listed above, LSU Law has already appointed the following new faculty members and anticipates appointing others over the next year:

Robert D. Sloan will join the LSU Law faculty in November 2012 as Professor of Professional Practice and will also serve as Director of the proposed Energy Law Center. Mr. Sloan has held a number of distinguished positions, serving most recently as Executive Vice President, General Counsel and Secretary of Entergy Corporation (2003 – 2012).

On July 1, 2012 Keith B. Hall joined the Law Center as an Assistant Professor of Law and the Director of the Mineral Law Institute. Mr. Hall has been a partner at the New Orleans law firm of Stone Pigman for the past fifteen years where his practice has been largely in oil and gas law, environmental law, and toxic tort litigations.

Blake Hudson will join the law faculty effective Fall, 2012 as an Associate Professor. He will teach courses in Environmental Law, Natural Resources Law, and related coursework. Most recently he was an Assistant Professor at Stetson University.

Additional faculty teaching energy law include Patrick S. Ottinger, a long-time adjunct faculty member and Patrick H. Martin, Professor Emeritus of Law, a leading authority on mineral law. A national search is also underway for the first holder of the Nesser Family Distinguished Endowed Chair in Energy Law. It is anticipated that an appointment will be made during 2012-2013.

Facilities. Approximately 6,000 square feet on the 4th floor of the LSU Law Library has been designated as the initial home for the Energy Law Center. Renovations are underway to provide three faculty offices, a conference room, an office for support staff, and space for a new student run LSU *Journal of Energy Law and Resources*.

3. Financial Note

The funding of the Energy Law Center will be from the LSU Law Center and private funds. Salaries of the three new faculty members in energy law and the coordinator position will be funded largely from vacant faculty lines. The earnings from the Nesser Family Chair

Endowment will provide a substantial portion of the salary of the chair-holder currently being recruited. In addition, Liskow & Lewis has pledged \$200,000 to endow a visiting professor in Energy Law and the Jackson B. and Rosemary Davis Professorship in Energy Law is currently in the queue for matching funds from the Board of Regents. The Law Center also plans to conduct a targeted campaign during the upcoming year to provide support funds for the proposed Center.

4. Review of Documents Related to Referenced Matter

The full proposal is available in the System Office of Academic Affairs.

5. Certification of campus (or equivalent) re. Art. VII, § 8.E

Appropriate certification has been provided by Chancellor Weiss.

RECOMMENDATION

The LSU System Office of Academic Affairs recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request from the LSU Paul M. Hebert Law Center for one-year conditional approval of the LSU Energy Law Center, subject to approval by the Board of Regents.”



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN EXCLUSIVE PATENT AND KNOW HOW LICENSE BETWEEN REPTIGEN, LLC AND THE LSU AG CENTER

To: Members of the Board of Supervisors

Date: July 27, 2012

**Re: Exclusive Patent and Know How License Agreement between Reptigen, LLC
and LSU Agricultural Center**

1. Significant Board Matter

Pursuant to Article VII, Section 8, D.3 (a) and (b), this matter is a Significant Board Matter.

D.3 (a) Final agreements relating to the purchase, sale, assignment, or licensing of any intellectual property rights, including patents, copyrights, and trademarks.

D.3 (b) Final agreements relating to the joint venture, use, purchase, sale, assignment or licensing of any invention, device, formula, system, process or such similar things, as well as any agreements relating to the granting of royalties or profit participation to any current or past employee.

2. Summary of Matter

Reptigen, LLC, a Louisiana Limited Liability Company, desires a license to certain technology developed at the LSU Agricultural Center. The technology is a large-scale process for collagen extraction and purification from alligator bones and other calcified tissues. The Ag Center has an issued patent which covers this new method of extracting collagen, offering a wide variety of uses. Marine collagen from warm-water fish and their by-products is in high demand because these types of collagen are stable at human body temperature.

The license includes an initial license fee, running royalties, annual fees, sublicensing income, annual maintenance fees and patent reimbursement. The license utilizes an approved LSU template and it includes indemnification and insurance.

3. Review of Business Plan

A business plan was not provided.

4. Review of Related Documents

Complete license agreement is on file in the Office of Academic Affairs.

5. Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8

The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

RECOMMENDATION

The staff of the Office of Academic Affairs recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Interim President William L. Jenkins, or his designee, to execute all documents necessary to perfect an exclusive license agreement with Reptigen, LLC granting to Reptigen, LLC a license to the subject technology, the license agreement to contain such terms and conditions as the Interim President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

BE IT FURTHER RESOLVED that the Interim President of the LSU System is authorized by the Board to enter into any related or ancillary agreements, contemporaneously or subsequently, that he deems to be in the best interests of the University after review by appropriate System staff.



Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN EXCLUSIVE PATENT AND KNOW HOW LICENSE BETWEEN PAMLAB, INC. AND THE LSU AG CENTER

To: Members of the Board of Supervisors

Date: July 27, 2012

**Re: Exclusive Field of Use License Agreement between PamLab, Inc. and LSU
Agricultural Center**

1. Significant Board Matter

Pursuant to Article VII, Section 8, D.3 (a) and (b), this matter is a Significant Board Matter.

D.3 (a) Final agreements relating to the purchase, sale, assignment, or licensing of any intellectual property rights, including patents, copyrights, and trademarks.

D.3 (b) Final agreements relating to the joint venture, use, purchase, sale, assignment or licensing of any invention, device, formula, system, process or such similar things, as well as any agreements relating to the granting of royalties or profit participation to any current or past employee.

2. Summary of Matter

PamLab, Inc, desires an exclusive, field of use license to certain technology developed by the LSU Agricultural Center.

PamLab, Inc, a company established in Nevada, has offices in Covington, Louisiana and wishes to commercialize technology developed by Ag Center scientist Dr. Zihjun Liu. The technology relates to enhancing solubility properties of compounds and has a number of potential uses. The Ag Center proposes to grant a field of use license limited to dietary supplements, foods for special dietary use and medical foods which contain Omega 6 fatty acids and/or Omega 3 fatty acids.

The license utilizes a LSU approved template and includes a license fee, royalties, annual fees, a portion of sublicensing income, and partial reimbursement of patent expenses. It provides indemnification of LSU and requires product liability insurance.

3. Review of Business Plan

No business plan was provided.

4. Review of Related Documents

A complete copy of the License Agreement and license is on file in the Office of Academic Affairs.

5. Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8

The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

RECOMMENDATION

The staff of the Office of Academic Affairs recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Interim President William L. Jenkins, or his designee, to execute all documents necessary to perfect a license agreement with PamLab, Inc granting to PamLab, Inc a license to the subject technology, the license agreement to contain such terms and conditions as the Interim President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

BE IT FURTHER RESOLVED that the Interim President of the LSU System is authorized by the Board to enter into any related or ancillary agreements, contemporaneously or subsequently, that he deems to be in the best interests of the University after review by appropriate System staff.