

# LSU

## Board of Supervisors

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### LSU BOARD OF SUPERVISORS MEETING

*University Administration Building Board Room  
3810 W Lakeshore Drive, Baton Rouge, LA 70808  
Friday, December 7, 2018 | 10:00 AM - 12:00 PM CT*

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PUBLIC COMMENT 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.lsu.edu/bos/public-comments.php>

#### **A. Academic & Research Committee**

1. Request from LSU Health Sciences Center – Shreveport for Full Designation of the Center of Excellence for Cardiovascular Disease and Sciences
2. Request from LSU A&M for Full Approval of the Center for Collaborative Knowledge
3. CONSENT AGENDA
  - i. Request from LSU A&M to Rename the MS and PhD in Animal, Dairy and Poultry Sciences
  - ii. Request from LSU Agriculture Center to Rename the A. Wilbert’s Sons Professorship in Biofuels #1 and #2
  - iii. Request from LSU A&M to Approve the Establishment of 16 Endowed Superior Graduate Student Scholarships
  - iv. Recommendations to Establish 2019 Degree Conferral Dates for Online Degree Programs
  - v. Recommendation to Approve Conferral of Degrees at the 2018 Fall Commencement Exercises

#### **B. Finance Committee**

1. Supplier Diversity Program Update Presentation

#### **C. Property & Facilities Committee**

1. Request from LSU Health Sciences Center – New Orleans to Approve the Lease Agreement between the Louisiana Cancer Research Center and the LSU Board of Supervisors
2. Request from LSU Health Sciences Center – Shreveport to Amend the FY 2019 -2020 Capital Outlay Budget Request for Louisiana State University to Include the Center for Medical Education and Wellness Project
3. Request from LSU Health Sciences Center – New Orleans to Authorize the President to Determine an Acceptable University Purpose for the Donation to the LSU Health Foundation New Orleans of Property in St Tammany Parish

#### **D. Athletic Committee**

1. Request from LSU Alexandria to Approve an Employment Contract for Athletic Director Adam Jonson
2. Authorization for the LSU President to Approve Football Postseason Additional Compensation in Accordance with Existing Board Policy or Coaches’ Contracts



## Board of Supervisors

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### LSU BOARD OF SUPERVISORS MEETING

*University Administration Building Board Room  
3810 W Lakeshore Drive, Baton Rouge, LA 70808  
Friday, December 7, 2018 | 9:00 AM - 10:00 AM CT*

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The Audit Committee may enter into Executive Session in accordance with the provisions of LA R.S. 42:17(A)(4).

- A. FY2019 1<sup>st</sup> Quarter Audit Summary



## Board of Supervisors

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### LSU BOARD OF SUPERVISORS MEETING

*University Administration Building Board Room  
3810 W Lakeshore Drive, Baton Rouge, LA 70808  
Friday, December 7, 2018 | 12:30 PM ~~1:00~~–~~3:00~~ PM CT*

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1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on November 2, 2018
4. Personnel Actions Requiring Board Approval
5. Reports from Council of Staff Advisors and Council of Faculty Advisors
6. President's Report
7. Reports to the Board
8. Committee Reports
9. Chairman's Report
10. Adjournment



**Board of Supervisors**

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LSU EXTERNAL AFFAIRS COMMITTEE MEETING

*University Administration Building President's Conference Room*

*3810 W Lakeshore Drive, Baton Rouge, LA 70808*

*Friday, December 7, 2018 | 2:30 PM CT*

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**A. General Discussion of External Affairs**



## **LSU Board of Supervisors Committees Meeting**

University Administration Building Board Room  
3810 W. Lakeshore Drive, Baton Rouge, LA 70808

**Friday, 12/7/2018**  
**10:00 AM - 12:00 PM CT**

### **A. Academic & Research Committee**

1. Request from LSU HSC - Shreveport for Full Designation of the Center of Excellence for Cardiovascular Diseases and Sciences  
*ACADEMIC AFFAIRS - Request from LSUHSC- Shreveport for Designation of the CoE for Cardiovascular Diseases and Sciences*
2. Request from LSU A&M for Full Approval of the Center for Collaborative Knowledge  
*ACADEMIC AFFAIRS - Request from LSU A&M for full approval of the Center for Collaborative Knowledge*
3. CONSENT AGENDA
  - i. Request from LSU A&M to Rename the MS and PhD in Animal, Dairy, and Poultry Sciences  
*ACADEMIC AFFAIRS - Request from LSU A&M to rename the ADP graduate programs*
  - ii. Request from LSU Agricultural Center to Rename the A. Wilbert's Sons Professorship in Biofuels #1 and #2  
*ACADEMIC AFFAIRS - Request from LSU Agricultural Center to rename the A. Wilbert's Sons Professorship in Biofuels #1- #2*
  - iii. Request from LSU A&M to Approve the Establishment of 16 Endowed Superior Graduate Student Scholarships  
*ACADEMIC AFFAIRS - Request from LSU A&M to approve 16 Endowed Superior Graduate Student Scholarships*
  - iv. Recommendation to Establish 2019 Degree Conferral Dates for Online Degree Programs  
*ACADEMIC AFFAIRS - Recommendation to establish 2019 degree conferral dates for online degree programs*
  - v. Recommendation to Approve Conferral of Degrees at the 2018 Fall Commencement Exercises  
*ACADEMIC AFFAIRS - Recommendation to approve conferral of degrees at the 2018 fall commencement exercises*

### **B. Finance Committee**

1. Supplier Diversity Program Update Presentation

### **C. Property & Facilities Committee**

1. Request from LSU Health Sciences Center - New Orleans to Approve the Lease Agreement

between the Louisiana Cancer Research Center and the LSU Board of Supervisors

*PROPERTY Resolution LSUHSC NO LCRC FINAL*

*ATTACHMENT I Hollier cover letter LCRC*

*ATTACHMENT II Proposed Lease Agreement (with Exhibits A & B)*

*ATTACHMENT III*

2. Request from LSU Health Sciences Center – Shreveport to Amend the FY 2019-2020 Capital Outlay Budget Request for Louisiana State University to Include the Center for Medical Education and Wellness Project

*PROPERTY Resolution LSUHSCS Shreveport Center Med Educ Wellness FINAL*

*ATTACHMENT I Project Summary Sheet FINAL*

*ATTACHMENT II Preliminary Site Plan*

3. Request from LSUHSC – NO to Authorize the President to Determine an Acceptable University Purpose for the Donation to the LSU Health Foundation New Orleans of Property in St Tammany Parish

*PROPERTY Resolution St. Tammany Property Final*

*ATTACHMENT I Hollier Cover Letter Land Donation*

*ATTACHMENT II Land Site Map St. Tammany Property Donation*

#### **D. Athletic Committee**

1. Request from LSU Alexandria to Approve an Employment Contract for Athletic Director Adam Jonson

*ATHLETIC Resolution LSUA Athletic AD Contract Extension*

*ATTACHMENT I MOA letter*

2. Authorization for the LSU President to Approve Football Postseason Additional Compensation in Accordance with Existing Board Policy or Coaches' Contracts

*Post Season Football Comp*



**Request from LSU Health Sciences – Shreveport for Full, Five-Year Designation of the Center of Excellence for Cardiovascular Diseases and Sciences**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

**1. Summary of Matter**

In June 2013, the Louisiana Board of Regents approved the special designation of Center of Excellence for units, programs, or functional areas in the Louisiana higher education system that are “accountable to higher expectation of performance and productivity, including contributions to the body of knowledge and to economic development, placement of graduates, generation of external interest and support, formation of joint ventures and partnerships, and positive recognition of the area and its faculty and students.” The Center of Excellence for Cardiovascular Diseases and Sciences has grown (and will continue to expand) into such a capacity since its inception on December 5, 2013.

These *higher expectations of performance and productivity* are demonstrated in the Center of Excellence for Cardiovascular Diseases and Sciences due its centrality and importance for research, education, and training at LSU Health – Shreveport; with 64% of current extramural research funding attributable to the Center’s investigators.

The overarching goal of the Center is to support research in cardiovascular diseases and to further improve the understanding, diagnosis, and treatment of cardiovascular diseases through a multidisciplinary collaboration among programs in basic and clinical research for not just the Northwest area of Louisiana, but for the state, region, nation, and the world. This multidisciplinary Center is supported by 38 faculty members, encompassing five basic science departments and nine clinical departments. Since 2013, these faculty have nearly tripled extramural funding (\$5.5 million increase); this funding accounts for 90% of the increase in NIH funding to all of LSU Health – Shreveport, suggesting the Center is a driving force for the institution’s resurgence.

Cardiovascular disease has been the leading cause of death in the United States since the early 20<sup>th</sup> century, contributing to approximately 33.6% of total mortality. After decades of decline since the mid-1980’s, cardiovascular disease has again continued to rise, suggesting a continued

investment in biomedical research. Today, over 82 million (roughly one in three) Americans suffer from one more forms of cardiovascular disease, including high blood pressure, coronary heart disease, congestive heart failure, congenital heart defects, and stroke. In Louisiana, the mortality rate for heart disease is fourth highest in the nation and ninth in the nation for stroke, accounting for approximately 30.7% of deaths. According to the American Heart Association, between 2012 and 2030, the total direct medical costs of cardiovascular disease is projected to triple from \$309 billion to \$834 billion. With a heavy societal, ethical, and economic impact to the state, it is of utmost importance and urgency to continue cardiovascular research.

Demonstrated high performance measures can be seen in the Center's increase in:

- NIH grant funding, especially in the recent awarding of a \$2 million annual grant (COBRE);
- Publications in high impact journals, increasing from 43 in 2014 to 99 in 2017;
- Representation on national and international societies, including the American Heart Association, the Microcirculation Society, and the International Society for Neurovascular Disease;
- Student success – 1/3 of total PhDs since 2012, who are trained via the Center, graduated faster, published more, and received more extramural fellowships;
- Exemplary outreach efforts through participation in numerous local events and congregational health seminars;
- Student-, resident-, and fellow-driven clinical research – this year alone, 7 abstracts were presented at the national meeting of the American College of Cardiology (unprecedented even in larger research institutions) and industry sponsored clinical trials have increased 400% since 2013; and
- Partnerships and collaborations: – The Center currently collaborates with LA Clinical and Translational Science, the Feist Weiller Cancer Center, and the Center for Brain Health, and is currently in negotiations to start partnerships with several industry members including Balanced Media Technologies, GB Sciences, and AstraZeneca.

Additionally, the Center is home to many innovations and ground breaking procedures in cardiovascular disease. The Center, along with University health doctors, performed the first bio-resorbable coronary stent in the state; the first in Northwest LA to perform cryo-ablation, convergence, and cardiomems implantation for atrial fibrillation; the first in LA, Arkansas, and Mississippi to implant a phrenic nerve simulator/pacemaker for the treatment of central sleep apnea. The Center also organizes high school EKG screening for athletes in competitive sports, educates the general public on recent innovations and treatment options for cardiovascular disease, and is on the verge of implementing an e-screening/e-clearance program with high school athletes– which would be the first of its kind nationally.

Workforce development is equally important to the Center, as LSU Health – Shreveport represents the #4 employer in North Louisiana, and the MDs produced are critical for maintaining the other two major hospital systems in North Louisiana. Doctoral students are equally important to the institution and the Center, as they drive faculty members' competitiveness for NIH grant funding. For every NIH grant received, an average of seven high paying jobs are created to boost the local economy. 50% of the graduates affiliated with the Center, over the past five years, are now in high-paying jobs located in Louisiana.



## **2. Review of Business Plan**

The Board of Directors oversee the activities and budget of the Center. The Board reports to the Research Advisory Council, consisting of multiple campus representatives from the four major centers of LSU Health – Shreveport. The Council reports to Dr. Christopher Kevil, Vice Chancellor for Research, who reports directly to Chancellor Ghali.

The Malcolm Feist endowment remains the primary source of funding for the Center, providing nearly \$1.7 million in available funding each year to drive basic needs and goals of the Center. The Center also recently received a \$10 million COBRE grant to establish the Center for Redox Biology and Cardiovascular Disease, and it also provides nearly \$1.5 million in targeted support for the expansion of the core facilities of the Center. This five year grant is renewable for two more cycles, with the potential for 15 years of overall funding.

The proposed annual budget for the Center is approximately \$3.2 million.

## **3. Documents Related to Referenced Matter**

A detailed proposal is attached and is on file with the LSU Office of Academic Affairs.

## **4. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences - Shreveport for full, five-year designation of the Center of Excellence for Cardiovascular Diseases and Sciences, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M for Full Approval of the Center for Collaborative Knowledge

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

### **1. Summary of Matter**

LSU A&M is requesting full approval of the Center for Collaborative Knowledge. The Center for Collaborative Knowledge was granted one-year, conditional approval on January 8, 2018.

The Center for Collaborative Knowledge (CCK) is one of ten initiatives in LSU's 2025 Strategic Plan with the mission to reinvigorate the University's central function as the place where ideas, expertise, and wisdom arise through creativity and collaboration across all academic disciplines and between faculty and students. The CCK is conceived and supported by a cross-campus team of senior scholars, including two Boyd Professors, three Deans, one associate Dean, and representatives from the Colleges of Engineering, Humanities and Social Sciences, Art, Science, and the Manship School of Mass Communication. As a coordinating center, the CCK sponsors the creation of undergraduate and graduate courses and programs in and across the colleges, which span disciplinary divides and promote deeper understandings. We also offer cutting-edge, cross-college seminars, conferences, grant-writing workshops, reading groups, and exhibitions, which inspire both students and faculty to take leadership roles in preserving and developing knowledge, and in translating this knowledge across disciplines to help solve the complex problems of tomorrow.

Strategies for accomplishing the center's mission entails the articulation of three major projects every three to five years. These projects will be cross-disciplinary and led by distinguished scholars, who will also pursue outside funding to sustain efforts. The three projects currently being planned for the first five years are: (1) Sustainable Cities; (2) Materials and Art through History; (3) The Aristotelian Inventory. Along with each project, the center will fund two varieties of small grants open to faculty and to graduate students, project development grants for either the creation of cross-college, team-taught courses or to the development of cross-college workshops and research projects, and supplemental grants, which will allow faculty already in possession of outside grants to amplify collaborative dimensions of their work and to offer them a campus-wide forum in which to share results.

The CCK has worked arduously to accomplish its mission for 2018; several activities were planned and executed including lecture series from renowned professors from Cambridge and

Georgetown, workshops and exhibits offered by professors at LSU in varied disciplines, the hosting of a two-day conference on “Sustainable Cities and Communities” with 150 in attendance, 5 keynote speakers, and 28 student posters, and the creation of its first interdisciplinary course “The Materials of Art” by Dr. John Pojman from the Chemistry Department.

The CCK will continue to (1) sponsor and/or co-sponsor university-wide guest speakers with the goal to bring leading scholars in interdisciplinary research and teaching to the LSU community; (2) foster inter-college collaboration by funding and/or co-funding interdisciplinary symposia on topics that include a range of scholarly perspectives; and (3) create and sustain faculty-student collaborative seminars and workshops that bolster undergraduate research and represent innovations in interdisciplinary studies.

Furthermore, in consultation with faculty and staff from around LSU, the CCK Advisory Board has identified 50-75 undergraduate students to join the first class of CCK Student Scholars in the spring 2019 semester. The CCK Student Scholars initiative will provide students with interdisciplinary learning opportunities in the form of lectures, workshops, socials, exhibits, and other creative activities, resulting in the cultivation of a community that is committed to personal academic achievement and exposure to university-wide research and teaching.

While LSU has many centers dedicated to specialized research, it lacks a creative, coordinating center to take on the challenges of curricular innovation and the initiation of collaborative conversations across colleges and units. This center is not for any single research unit, but one that serves and enhances the whole university. The CCK is unique among centers at other state universities and colleges because of its fundamentally interdisciplinary mission. Some of LSU’s peer institutions have Centers for the Humanities, which tend to concentrate their attention on humanities disciplines such as history, English, philosophy, and the like. The CCK does not limit its scope to the humanities, serving instead as a center committed to building bridges across colleges and connecting scholars and students in the sciences, humanities, arts, and other technical fields.

## **2. Review of Business Plan**

The CCK advisory board appointed Dr. Michael Pasquier as director of the center effective August 2018 for a three year term. Physically, the center is located in Room 25 of Middleton Library, sharing space with the LSU Digital Scholarship Lab. In the spring of 2019, construction and remodeling are expected to ensure a space conducive to interdisciplinary thought and work.

During the initial year of approval, the center received seed money from the Strategic Plan Initiative, in the amount of \$50,000, to begin website creation, initiate collaborative research projects, participate in conferences, and invite special lecturers. The CCK has saved \$24,285.22 of this initial budget to continue limited operations for AY 18-19. The remaining funds will support the CCK Student Scholars Initiative and other interdisciplinary activities during the spring 2018 semester. Plans for the third major project, “The Aristotelian Inventory” are underway, with the submission of an application for an NEH Convergence Grant.

The CCK will be funded through a combination of university and external funds. The Office of Academic Affairs has approved an additional \$50,000 in funding for the CCK, and CCK leadership will actively pursue external grant funding and private donations. Interim Provost Stacia Haynie has directed representatives of the LSU Foundation to work with the CCK to pursue such funding, and conversations between the CCK and the LSU Foundation are ongoing.

### **3. Review of Documents Related to Referenced Matter**

A full Board of Regents Form B: Request for Full Approval of a Conditionally Approved Research Unit and budget form are on file with the LSU Office of Academic Affairs.

### **4. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M for full authorization of the Center for Collaborative Knowledge, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to Change the Name of the  
M.S. and Ph.D in Animal, Dairy, and Poultry Sciences to the  
M.S. and Ph.D. in Animal Sciences**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

LSU A&M requests to change the name of its graduate programs in Animal, Dairy, and Poultry Sciences to Animal Sciences. The current curriculum designation was established when there were independent departments of animal science, dairy science, and poultry science. In 2006, all three departments were combined into one, and the School of Animal Sciences was formed.

On March 27, 2016, the Board of Regents approved the name change of the undergraduate program in Animal, Dairy, and Poultry Science, which now reflects the Animal Sciences designation.

Aligning the name of the degrees offered in the School of Animal Sciences offers not only a better description of the curricula but also eliminates confusion among prospective and current students who still think there are three separate programs in place within the School.

**2. Review of Documents Related to Referenced Matter**

A memo requesting the proposed changes is on file with the Office of Academic Affairs.

**3. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve changing the name of the M.S. and Ph.D. in Animal, Dairy, and Poultry Sciences to the M.S. and Ph.D. in Animal Sciences, subject to approval by the Louisiana Board of Regents.



**Request from LSU Agricultural Center to Rename the A. Wilbert's Sons Professorship in Biofuels #1-2 to the A. Wilbert's Sons Professorship in Agriculture and Natural Resources #1-2**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

**1. Significant Board Matter**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

**2. Summary of the Matter**

The A. Wilbert's Sons Professorship in Biofuels in the LSU Agricultural Center was established by the Board of Supervisors at its April 16, 2009, meeting, and the A. Wilbert's Sons Professorship in Biofuels #2 was subsequently established at the March 17, 2017 meeting. Both received matching funds under the Louisiana Board of Regents Support Fund Endowed Professorship Program.

Now, the donor, with the agreement of the LSU Agricultural Center, wishes to broaden the discipline within which the professorships are awarded, with a corresponding change in the professorship names. The LSU Agricultural Center, therefore, requests approval to rename the A. Wilbert's Sons Professorship in Biofuels #1-2 to the A. Wilbert's Sons Professorship in Agriculture and Natural Resources #1-2.

**3. Review of Documents Related to Referenced Matter**

Supporting documentation is on file with the LSU Office of Academic Affairs.

**4. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to rename the A. Wilbert's Sons Professorship in Biofuels #1-2 to the A. Wilbert's Sons Professorship in Agriculture and Natural Resources #1-2.



## Request from LSU A&M to Approve the Establishment of 16 Endowed Superior Graduate Student Scholarships

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

### 1. Significant Board Matter

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

### 2. Summary of the Matter

The Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first-professional students as well as post-doctoral fellows. Income above corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and field work.

Significant donations have been made to the LSU Foundation to establish Endowed Superior Graduate Student Scholarships that qualify for BoRSF matching funds. LSU A&M is requesting approval to establish the following 16 Endowed Superior Graduate Student Scholarships based on the donations listed:

- a) Mary Jo Klosterman Superior Graduate Student Scholarship #2 - \$120,000  
The Board of Supervisors previously approved the establishment of the Mary Jo Klosterman Superior Graduate Student Scholarship #2 based on donations totaling \$60,000. Formal establishment is now being sought for the augmented Mary Jo Klosterman Superior Graduate Student Scholarship #2 based on additional donations of \$60,000, for combined total donations of \$120,000
- b) Robert R. and Melissa B. Rabalais Energy Law Endowment Fund - \$300,000  
The Board of Supervisors previously approved the establishment of the Robert R. and Melissa B. Rabalais Energy Law Endowment Fund based on donations totaling \$180,000. Formal establishment is now being sought for the augmented Robert R. and Melissa B. Rabalais Energy Law Endowment Fund based on additional donations of \$120,000, for combined total donations of \$300,000.
- c) M.K. Clucas Equine Scholarship - \$60,000  
The M.K. Clucas Equine Scholarship shall benefit full-time third or fourth year graduate students enrolled in the School of Veterinary Medicine, maintaining a minimum cumulative grade point average of 3.0, who have demonstrated an interest in the pursuit of an equine medicine practice, with preference given to Louisiana residents. It is Donor's wish that in the interest of promoting diversity in enrollment, preference be given to minority students who are demographically underrepresented in the School of Veterinary Medicine. Financial need shall be a consideration in selecting recipients.

- d) Dinah and John Bradford Superior Graduate Student Scholarship - \$60,000  
The Dinah and John Bradford Superior Graduate Student Scholarship shall benefit student recipients enrolled on a full-time basis pursuing a graduate degree in Kinesiology.
- e) Professor David W. Robertson Endowed Superior Graduate Scholarship - \$60,000  
The Professor David W. Robertson Endowed Superior Graduate Scholarship shall benefit full-time graduate students or post-doctoral fellows enrolled in the Law Center who have a documented financial need and a history of overcoming disadvantage. It is Donors' wish that in the interest of promoting diversity in enrollment, preference be given to students who are demographically underrepresented in the Law Center.
- f) Professor Symeon Symeonides Endowed Superior Graduate Scholarship - \$60,000  
The Professor Symeon Symeonides Endowed Superior Graduate Scholarship shall benefit full-time graduate students or post-doctoral fellows enrolled in the Law Center who have a documented financial need and a history of overcoming disadvantage. It is Donors' wish that in the interest of promoting enrollment diversity and providing educational opportunities to students born outside of the United States, preference be given to international students demographically underrepresented in the Law Center.
- g) Joe Dean, Sr. Memorial Scholarship Fund - \$780,000  
The Joe Dean, Sr. Memorial Scholarship Fund shall benefit full-time graduate students or postdoctoral fellows pursuing education in a current or future academic program in the College of Human Science and Education's School of Kinesiology. Financial need may be a consideration for the award selection.
- h) Dr. Lawrence Mann, Jr. Superior Graduate Student Scholarship - \$60,000  
The Dr. Lawrence Mann, Jr. Superior Graduate Student Scholarships shall benefit full-time graduate students pursuing a degree in Industrial Engineering. Financial need may be a consideration in selection of recipients.
- i) Sterling C. Bain Superior Graduate Scholarship - \$60,000  
The Sterling C. Bain Superior Graduate Scholarship shall benefit full-time graduate students enrolled in the College of Agriculture and majoring in a field of study in the School of Plant, Environmental and Soil Sciences. Financial need may be a consideration.
- j) Judge France W. Watts III Scholarship - \$60,000  
The Judge France W. Watts III Scholarship Endowment shall benefit full-time students enrolled in the Law Center, pursuing a Juris Doctor degree and in good academic standing as defined by the Dean, with preference given to students from Washington or St. Tammany Parishes.
- k) Clarissa M. Metzger Education Scholarship - \$120,000  
The Clarissa M. Metzger Education Scholarship shall benefit full-time graduate students enrolled in the College of Human Sciences and Education, majoring in a degree program in the School of Education. Financial need may be a consideration.
- l) Galante Family Graduate Student Scholarship Endowment - \$60,000  
The Galante Family Graduate Student Scholarship Endowment shall benefit full-time graduate students enrolled in the College of Music and Dramatic Arts and maintaining a 2.5 GPA.
- m) Raphael G. Kazmann Graduate Student Scholarship in Civil and Environmental Engineering - \$60,000  
The Raphael G. Kazmann Graduate Student Scholarship in Civil and Environmental Engineering shall benefit full-time graduate students enrolled in the College of Engineering, majoring in Civil



Engineering. Financial need may be a consideration. It is the Donor's intent that the recipient shall serve as curator for the exhibits at the Raphael G. Kazmann Center for Graduate Studies, developing new exhibits as determined by the Civil and Environmental Engineering Department Chair. The recipient(s) shall develop and showcase at least one exhibit per academic year.

- n) Bill Grimes Endowed Graduate Student Scholarship in Jazz Studies - \$60,000  
The Bill Grimes Endowed Graduate Student Scholarship in Jazz Studies shall benefit full-time graduate students or post-doctoral fellows enrolled in or affiliated with the College of Music and Dramatic Arts, concentrating in Jazz Studies, and maintaining a minimum cumulative grade point average of 2.5. Financial need may be a consideration in selection of recipients.
- o) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #3 - \$60,000  
The Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #3 shall be used to benefit full-time students in the Department of Physics and Astronomy who are pursuing a graduate degree in Medical Physics and performing innovative, original research in radiation oncology physics, including imaging physics research with application to radiation oncology, preferably with research supervised by a medical physicist with an adjunct faculty appointment at Mary Bird Perkins Cancer Center. It is the Donors' preference that the endowment income be used for stipends for medical physics graduate students primarily engaged in thesis or dissertation research.
- p) Kinney Endowed Superior Graduate Student Scholarship - \$60,000  
The Kinney Endowed Superior Graduate Student Scholarship shall benefit student recipients enrolled on a full-time basis in the College of Engineering, and post-doctoral recipients must be fully-employed and affiliated with the university. Financial need may be a consideration.

### **3. Review of Documents Related to Referenced Matter**

Supporting materials are on file in the LSU Office of Academic Affairs.

### **4. Certification of Compliance with Article VII, Section 9, Paragraph C of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish each of the following 16 superior graduate student scholarships at LSU, subject to approval by the Louisiana Board of Regents; and

- a) Mary Jo Klosterman Superior Graduate Student Scholarship #2
- b) Robert R. and Melissa B. Rabalais Energy Law Endowment Fund
- c) M.K. Clucas Equine Scholarship
- d) Dinah and John Bradford Superior Graduate Student Scholarship
- e) Professor David W. Robertson Endowed Superior Graduate Scholarship
- f) Professor Symeon Symeonides Endowed Superior Graduate Scholarship
- g) Joe Dean, Sr. Memorial Scholarship Fund
- h) Dr. Lawrence Mann, Jr. Superior Graduate Student Scholarship
- i) Sterling C. Bain Superior Graduate Scholarship

- j) Judge France W. Watts III Scholarship
- k) Clarissa M. Metzger Education Scholarship
- l) Galante Family Graduate Student Scholarship Endowment
- m) Raphael G. Kazmann Graduate Student Scholarship in Civil and Environmental Engineering
- n) Bill Grimes Endowed Graduate Student Scholarship in Jazz Studies
- o) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #3
- p) Kinney Endowed Superior Graduate Student Scholarship

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President, as may be appropriate, are hereby authorized to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following 16 superior graduate student scholarships:

- a) Mary Jo Klosterman Superior Graduate Student Scholarship #2
- b) Robert R. and Melissa B. Rabalais Energy Law Endowment Fund
- c) M.K. Clucas Equine Scholarship
- d) Dinah and John Bradford Superior Graduate Student Scholarship
- e) Professor David W. Robertson Endowed Superior Graduate Scholarship
- f) Professor Symeon Symeonides Endowed Superior Graduate Scholarship
- g) Joe Dean, Sr. Memorial Scholarship Fund
- h) Dr. Lawrence Mann, Jr. Superior Graduate Student Scholarship
- i) Sterling C. Bain Superior Graduate Scholarship
- j) Judge France W. Watts III Scholarship
- k) Clarissa M. Metzger Education Scholarship
- l) Galante Family Graduate Student Scholarship Endowment
- m) Raphael G. Kazmann Graduate Student Scholarship in Civil and Environmental Engineering
- n) Bill Grimes Endowed Graduate Student Scholarship in Jazz Studies
- o) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #3
- p) Kinney Endowed Superior Graduate Student Scholarship



**Recommendation to Establish 2019 Degree Conferral Dates for Online Degree Programs**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

**1. Summary of Matter**

The LSU Office of Academic Affairs is recommending that the University establish degree conferral dates for online degree programs. Louisiana State University continues to increase enrollments in its online degree programs. Total enrollments in online degree programs at LSU A&M, LSU Alexandria, and LSU Shreveport amounted to over 6,800 students for fall 2018.

Online students receive their diplomas by mail; however, if they wish to participate in on-campus commencement activities, they will be permitted to do so during the next on-campus ceremony following the module of completion or according to their campus' policies.

The following degree conferral dates are recommended for LSU A&M and LSU Alexandria for 2019: March 12, May 7, July 2, August 27, October 22, and December 17.

The following degree conferral dates are recommended for LSU Shreveport for 2019: March 19, May 10, August 7, September 3, October 29, and December 20.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the recommended degree conferral dates for online degree programs at the campuses of LSU A&M and Alexandria for 2019: March 12, May 7, July 2, August 27, October 22, and December 17 and March 19, May 10, August 7, September 3, October 29, and December 20 for LSU Shreveport.



**Recommendation to Approve Conferral of Degrees at the  
2018 Fall Commencement Exercises**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

**1. Summary of Matter**

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for graduation commencement exercises:

LSU A&M	December 14, 2018 (College diploma ceremonies only)
LSU Law Center	December 21, 2018 (conferral of degrees only)
LSU Alexandria	December 13, 2018 10:00 a.m. Rapides Parish Coliseum
LSU Eunice	December 14, 2018 10:00 a.m. H&PE Building
LSU Health Sciences Center New Orleans	December 13, 2018 (conferral of degrees only)
LSU Health Sciences Center Shreveport	December 14, 2018 (conferral of degrees only)
LSU Shreveport	December 16, 2018 2:00 p.m. CenturyLink Center

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2018 fall commencement exercises (December 13, 14, 16, and 21).



**Request from LSU Health Sciences Center – New Orleans to Approve  
the Lease Agreement between the Louisiana Cancer Research Center  
and the LSU Board of Supervisors**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 1:

C. Lease of immovable property

**1. Summary of the Matter**

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) in support of its mission, wishes to lease space at the Louisiana Cancer Research Center of LSU Health Sciences Center in New Orleans/Tulane Health Sciences Center (LCRC), as defined in the attached Exhibit “B” to the Lease Agreement, for use as office and laboratory space. The property is located at 1710 Tulane Avenue, New Orleans, LA 70112 and is adjacent to the LSUHSC-NO campus.

The term of the lease is effective July 1, 2018, with an initial term of twenty (20) years, with the option to renew for two (2) additional ten (10) year terms, unless LSUHSC-NO, at its sole option, gives written notice to LCRC sixty (60) days prior to the end of any such ten year term. LSUHSC-NO will pay LCRC a sum equal to Lessee's proportionate share of LSUHSC-NO's Operating Expenses of the Property and the amounts placed by LCRC in the Maintenance Reserve Account. LSUHSC-NO will be leasing approximately 45% of the Leasable Space at approximately \$2.2 million annually.

Act No 41 of the 2002 First Extraordinary Session created the Louisiana Cancer Research Center (LCRC). LCRC's primary function is to conduct cancer research and education in the diagnosis, detection, and treatment of cancer in its pursuit of achieving National Cancer Institute (NCI) designation. LCRC is a nonprofit organization that brings together four research and medical institutions as consortium partners including the Louisiana State University Health Sciences Center in New Orleans, Tulane University Health Sciences Center (Tulane HSC), Xavier University of Louisiana, and Ochsner Health System. LCRC is governed by a Board of Directors comprised of six members from the consortium partners, two members from state agencies, and four community members. Since its inception in 2002, LCRC has received approximately \$144.2 million from state tobacco tax dedications for its Cancer Research Program. In addition, LCRC received \$92.4 million in State Capital Outlay funding.

Under a ground lease agreement & memorandum of lease effectuated in March 2008 by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and LCRC, LSUHSC-NO had the right to lease space in the Building from LCRC up to an amount of space equal to the greater of 40% of the total leasable space in the Building or the largest amount of space in the Building leased by any member of the consortium or other tenant.

In addition, an occupancy agreement was effectuated in February 2013 by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and LCRC on behalf of LSUHSC-NO to occupy space in the newly constructed LCRC building. The occupancy agreement stipulated that in lieu of occupancy payment, LCRC agreed to provide space without the requirement of user payment so long as LCRC had received monies appropriated by the Louisiana Legislature or from other sources sufficient to pay the operating expenses in the Building.

In December 2017, the Louisiana Legislative auditor issued a performance audit of LCRC entitled Progress toward achieving National Cancer Institute (NCI) Designation in which it found that LCRC has had to reallocate funds from its cancer research programs to help cover the expenses of operating its newly-built facility and recommended that LCRC's Board should look for different funding opportunities to sustain operations of its facility in order to avoid reallocating funding from cancer research.

In response, the occupancy agreement that was effectuated in February 2013 was terminated as of June 30, 2017 and the proposed new lease document has been negotiated to memorialize the terms of the payment in addition to add space to be used by LSUHSC-NO as a vivarium while the building at LSUHSC-NO that houses the current vivarium is under FEMA funded reconstruction.

**2. Review of Business Plan**

Not Applicable.

**3. Fiscal Impact**

The proposed Lease Agreement retains the same financial obligation as the prior Occupancy Agreement that it is replacing.

**4. Description of Competitive Process**

Not Applicable.

**5. Review of Legal Documents**

Appropriate legal documents are attached and have been presented for review by the Office of the General Counsel.

**6. Parties of Interest**

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU Health Sciences Center – New Orleans, and the Louisiana Cancer Research Center of LSU Health Sciences Center in New Orleans/Tulane Health Sciences Center.

**7. Related Transactions**

Not Applicable.

**8. Conflicts of Interest**

Not Applicable.

**ATTACHMENTS**

- I. Transmittal Letter from Chancellor Hollier
- II. Draft Lease Agreement
- III. Location Map

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a Lease Agreement between the Louisiana Cancer Research Center and the LSU Board of Supervisors.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Lease Agreement such terms and conditions as he deems in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.



OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS  
SCHOOL OF DENTISTRY  
SCHOOL OF GRADUATE STUDIES  
SCHOOL OF NURSING  
SCHOOL OF MEDICINE IN NEW ORLEANS  
SCHOOL OF PUBLIC HEALTH

November 14, 2018

Dr. F. King Alexander  
President and Chancellor  
LSU System Office  
381 West Lakeshore Drive, Room 107  
Baton Rouge, LA 70808

Dear Dr. Alexander,

This is a significant board matter, pursuant to the Bylaws of the Louisiana State University Board of Supervisors Article VII, Section 1.C.1: The lease of any immovable property, as lessee or lessor, where either the lease is potentially for a term of more than five (5) years.

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) in support of its mission, wishes to lease space at the Louisiana Cancer Research Center of LSU Health Sciences Center in New Orleans/Tulane Health Sciences Center (LCRC), as defined in the attached Exhibit "B" to the Lease Agreement, for use as office and laboratory space. The property is located at 1710 Tulane Avenue, New Orleans, LA 70112 and is adjacent to the LSUHSC-NO campus.

The term of the lease is effective July 1, 2018, with an initial term of twenty (20) years, with the option to renew for two (2) additional ten (10) year terms, unless LSUHSC-NO, at its sole option, gives written notice to LCRC sixty (60) days prior to the end of any such ten year term. LSUHSC-NO will pay LCRC a sum equal to Lessee's proportionate share of LSUHSC-NO's Operating Expenses of the Property and the amounts placed by LCRC in the Maintenance Reserve Account. The lease amounts shall be based on LSUHSC-NO's share of rentable square feet compared to total rental square feet of the building.

The proposed Lease Agreement replaces a prior Occupancy Agreement and retains the same financial obligations, thus having no additional fiscal impact.

The Health Sciences Center is respectfully requesting approval of this lease of immovable property. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

A handwritten signature in cursive script that reads "Larry Hollier, M.D.".

Larry Hollier, MD  
Chancellor

Enclosures



**LEASE AGREEMENT  
LOUISIANA CANCER RESEARCH CENTER**

This Lease Agreement (“**Lease Agreement**”) is made and entered as of July 1, 2018 \_\_\_\_\_ (the “**Effective Date**”), by and between the **LOUISIANA CANCER RESEARCH CENTER OF L.S.U. HEALTH SCIENCES CENTER IN NEW ORLEANS/TULANE HEALTH SCIENCES CENTER**, a Louisiana private, nonprofit corporation (“**LCRC**”), represented by its undersigned duly authorized agent by virtue of the Authority of a Resolution of its Board attached hereto and the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, ON BEHALF OF LSUHSC NEW ORLEANS**, herein represented by Dr. King F. Alexander, President of LSU, and duly authorized (“**Lessee**”).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Ground Lease Agreement for Louisiana Cancer Research Center dated as of February 18, 2008, a Memorandum of which is recorded in the Conveyance Records of Orleans Parish, Louisiana, on April 4, 2008, under N.A. Number 08-24938, as Instrument #403157 (as amended and modified from time to time, the “**Ground Lease**”), the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“**LSU**”) leased to LCRC a certain parcel of property more fully described on Exhibit “A”, which is attached hereto and made a part hereof (the “**Land**”);

**WHEREAS**, LSU leased the Land to LCRC for the construction and operation by LCRC of a building and other constructions on the Land to house a center having the primary function of conducting research and promoting education in the diagnosis, detection and treatment of cancer in its pursuit of obtaining National Cancer Institute designation for L.S.U. Health Sciences Center in New Orleans and Tulane University Health Sciences Center pursuant to the provisions of La. R.S. 17:1921 et seq. (the “**Center**”);

**WHEREAS**, the LCRC has constructed this building and other constructions on the Land to house the Center (the buildings and other constructions constructed by LCRC on the Land are, collectively, the “**Building**”); and said building is owned by LCRC as evidenced by that Declaration of Separate Ownership filed in the Conveyance Records of Orleans Parish, Louisiana on January 24, 2013 under N.A. Number 2013-04075, as Instrument No. 527016;

**WHEREAS**, LCRC desires to allow Lessee to lease, and Lessee desires to lease from LCRC certain space in the Building, strictly for the purposes and on the terms and conditions set out in this Lease Agreement.

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

**1. Lease of Space.**

- A. The LCRC hereby allows Lessee and Lessee hereby agrees to lease approximately that number of Square Feet of laboratory and office space of the Building, as shown on Exhibit “B,” which is attached hereto and made a part hereof (the “**Leased Space**”), together with any and all Building Equipment (as defined in the Ground Lease), that is designated by LCRC from time to time as being for the exclusive use of Lessee
- B. The Leased Premises Lessee shall initially rent \_\_\_ square feet of office space, \_\_\_ square feet of laboratory space, and \_\_\_ square feet of vivarium space, as shown in Exhibit “B”. Lessee and Lessor may make adjustments on the amount of space leased by mutual agreement.
- C. The term “**Premises**” shall mean the Leased Space and the Building Equipment that is designated by LCRC from time to time as being for the exclusive use of the Lessee, collectively.
- D. The term “**Property**” shall mean (i) the Land, (ii) the Building, (iii) all parking areas, landscaped areas, access ways, sidewalks, signs, lighting, and other amenities forming part of the Building or otherwise located on the Land, and (iv) all of the Building Equipment.
- E. The term “**Usable Square Foot**” means each square foot of space in the Building that is either leased to a Lessee or that is available for exclusive use, excluding all Common Areas and other areas not available for exclusive use, and “**Usable Square Feet**” is the plural of this term. Usable Square Feet will be calculated in a manner generally in use in other medical research facilities.
- F. The term “**Rentable Square Feet**” includes Lessee’s Usable Square Feet plus a portion of the building’s shared space (“Common Areas”) as described in paragraph 7 below.

## **2. Term and Non-Appropriation.**

- A. This Lease Agreement shall commence on July 1, 2018 (the “Commencement Date”) and continue for a term (“Term”) of twenty (20) years. Lessee shall have the option to renew for two (2) additional ten (10) year terms unless Lessee, then, at its sole option, gives written notice to LCRC sixty (60) days prior to the end of any such ten year term, that Lessee does not intend to renew, but in no case shall the cumulative Term and renewals exceed the term of the Ground Lease.
- B. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, then this Lease Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### 3. Lease Payment.

A. During the Term, Lessee will pay LCRC a sum equal to Lessee's proportionate share of Lessee Operating Expenses of the Property and the amounts placed by LCRC in the Maintenance Reserve Account as defined below. The lease amounts shall be based on lessee's share of rentable square feet compared to total rentable square feet of the building. Payments shall be made on an annual basis. Lessee shall initially rent \_\_ square feet of office space, \_\_ square feet of laboratory space, and \_\_ square feet of vivarium space, as shown in Exhibit "B". Lessee and Lessor may make adjustments on the amount of space leased by mutual agreement.

(i) The "**Operating Expenses**" shall be all of the operating costs of the entire building, whatsoever, including, but not limited to, all costs, fees, disbursements and expenses paid or incurred by or on behalf of LCRC in the operation, ownership, maintenance, insurance, lighting, management, replacement and repair of the Property, including, without limitation, and the cost of providing all Building Services (as defined below) to the Property, including, but not limited to electricity, water, sewerage services, internet, and telecommunication lines, and all other utility and electronic services to the Building, including both the leasable areas and the Common Areas (as defined below), the repairs, maintenance, and replacement costs of the roof, foundation, structural elements, and interior and exterior portions of the Property (other than repair, maintenance, and replacement costs assumed by a person or entity to whom LCRC has either leased or allowed to occupy a portion of the Property), and without limiting the generality of this provision, the cost of operating, maintaining, repairing, and replacing the parking and parking areas (including the costs of restriping and resurfacing), exterior lights, and other costs and expenses of landscaping, cleaning, painting, and otherwise maintaining, repairing, and replacing space within and on the exterior of the Building, including both usable areas, Common Areas and the parking areas, roof, exterior, and other portions of the Building and Property, all maintenance, repairs, and replacements to the Building Equipment, the cost of performing the LCRC's Repairs (as hereinafter defined), the cost of all policies of insurance that LCRC is required to maintain under the Ground Lease and all other general liability, property loss or damage, loss of rents or business, flood, and other insurance LCRC maintains with respect to the Property, its operations, and operations within the Property, all management fees LCRC actually pays to a third party manager (any third party manager that may be engaged with respect to the Property is the "**Property Manager**"), and all administrative and overhead costs incurred by LCRC in providing the Building Services, performing its obligations under the Ground Lease, (including any Ground Lease rental) and otherwise operating, maintaining, repairing, and replacing the Property; however, Operating Expenses shall not include any capital cost of the Building paid for with state authorized

capital outlay monies or those repairs and replacements funded from the Maintenance Reserve Account (MRA); and

(ii) The amounts placed by LCRC in the Maintenance Reserve Account (as defined in the Ground Lease), including both those amounts required under the Ground Lease and those replenishments and additional maintenance reserve amounts that LCRC elects to place in the Maintenance Reserve Account, either at LSU's request or based on LCRC's reasonable business judgment.

B. User agrees to pay "Excess **Operating** Expenses" which shall be the aggregate of the following:

(i) Those operating costs of Building, related to any usage which exceeds that of a normal medical research facility and offices related thereto, such as excessive electrical and utility usage, higher insurance premiums due to high-risk activities, arising out of User's particular use, and

(ii) Costs, expenses, taxes, licenses and fees incurred by Lessee which are uniquely required of or applicable to a particular Lessee but not to other users or tenants of the building, such as internet and telecommunications lines, long distance, and other electronic services.

C. Where Excess Operating Expenses are related to usage by more than one occupant, these may be allocated based upon the relative Usable Square Footage. Lessee shall pay to the LCRC, upon demand or by any amounts that may be due the Lessor for additional services, accommodations, equipment or materials, meeting space, , and personnel time furnished by the LCRC "Additional Services". Payments for additional services will be made by and subject to a separate agreement(s).

D. With respect to each Fiscal Year (as defined below) during the term (including the Fiscal Year in which the term begins and the Fiscal Year in which the term ends), LCRC will estimate in advance the Operating Expenses that will be incurred for that Fiscal Year. LCRC's estimate of the Operating Expenses for the entire building for the Fiscal Year beginning on July 1, 2018 and ending on June 30, 2019, is **\$4,860,284**.

F. Within a reasonable time after the end of each Fiscal Year (but no later than 180 days after the end of that year), LCRC will deliver to Lessee a statement showing the actual Operating Expenses for that year and Lessee's Share of Excess Operating Expenses (this statement is the "**Annual Statement**").

Lessee will have the right from time to time, one or more times, at its expense, to have its accountants or representatives examine or audit, at reasonable times, and with reasonable prior notice, all Annual Statements of Operating Expenses and in connection with such audits, to

examine all of LCRC's records (including all supporting data) of Operating Expenses. LCRC shall make all such records available for such examination at the Building.

G. Lease Payments and all other amounts due by Lessee to LCRC from time to time under this Lease Agreement shall be made payable to LCRC and delivered to LCRC at 1700 Tulane Avenue, New Orleans, Louisiana 70112, Attn: Accounts Receivable or to such other person or such other address as LCRC may from time to time designate for payment by notice to Lessee.

H. As used in this Lease Agreement, the term "Fiscal Year" will mean each period of twelve (12) full consecutive calendar months commencing on July 1 and ending on the next subsequent June 30. However, if the Commencement Date of this Lease Agreement is a day other than July 1, then the Fiscal Year in which this Lease Agreement commences will have fewer than twelve (12) full calendar months, and will be the period from the Commencement Date to the next subsequent June 30, and if this Lease Agreement ends on a day other than a June 30, then the Fiscal Year in which this Lease Agreement ends will be the period beginning on the July 1 that immediately precedes the expiration or sooner termination of this Lease Agreement and ending on that expiration or sooner termination date.

#### **4. Use of Premises.**

The Premises shall be used only by Lessee and such assigns as are permitted under this Lease Agreement, and shall, at all times be used for primary function of conducting research and promoting education in the diagnosis, detection, and treatment of cancer in the pursuit of obtaining National Cancer Institute ("NCI") designation all in conjunction with the purposes set forth in La. R. S. 17:1921 (the "Permitted Use").

The Premises shall not be used for any other use whatsoever or for any use that is not consistent with the Ground Lease, with the Center's primary function of conducting research and promoting education in the diagnosis, detection, and treatment of cancer, or the legislation pursuant to which Land was leased to LCRC or the Building was constructed, including, without limitation, La. R.S. 17:1921 and La. R.S. 17:1924. This special use is the material consideration for LCRC to allow Lessee to occupy the Premises, as contemplated herein, and failure of Lessee to use the Premises as contemplated herein shall be an immediate failure of cause and an Event of Default under this Lease Agreement,

#### **5. Ground Lease.**

LCRC hereby acknowledges that it has delivered a copy of the Ground Lease to Lessee, and Lessee hereby acknowledges that it has received and reviewed a copy of the Ground Lease. All terms and provisions of the Ground Lease applicable to persons or entities to whom the LCRC either leases or allows occupancy of space within the Center are hereby incorporated into this Lease Agreement and shall be considered a part of this Lease Agreement as if set out in full in this Lease Agreement, and Lessee will have all of the rights granted in the Ground Lease to these persons and entities. In addition, the parties agree as follows:

(i) This Lease Agreement is subject and subordinate to the Ground Lease. Should the Ground Lease terminate for any reason, then this Lease Agreement shall terminate on that termination date with the same effect as if that Ground Lease termination date were the original termination date of this Lease Agreement. LCRC will not be liable or responsible to Lessee for this early termination unless both of following are satisfied: (i) Lessee is current in its Lease Payment Obligation and is otherwise not in default under this Lease Agreement; and (ii) the termination is caused by a default by LCRC other than a default that results from the failure of one of LCRC's other Lessees to pay amounts due to LCRC or otherwise to comply with its obligations under their Lease Agreement.

(ii) On each occasion on which LSU reserves the right to inspect or otherwise enter the Building in the Ground Lease, LSU will have the same right to inspect or otherwise enter the Premises.

If there is a conflict between the provisions of the Ground Lease and the provisions of this Lease Agreement with respect to the rights and obligations of persons or entities to whom LCRC leases or allows occupancy of space in the Property, the provisions that are most restrictive on these persons or entities will apply to Lessee's rights and obligations.

#### **6. Early Occupancy and Delayed Possession.**

If Lessee takes possession of the Premises before the Commencement Date for the installation of furniture, fixtures, or Lessee's Improvements (as defined below), or for other purposes, Lessee will be bound by all of the provisions of this Lease Agreement with respect to this occupancy other than the obligation to pay rent. during this occupancy. However, this early possession of the Premises will not change the fixed expiration date of this Lease Agreement. If LCRC is delayed in delivering possession of the Premises to Lessee for any reason (and provided that LCRC is proceeding in good faith), this Lease Agreement will not be affected, and Lessee shall not be entitled to any damages for such delay, but the commencement date will not occur and no Operating Expenses will be due until LCRC actually delivers possession of the Premises to Lessee. The fixed expiration date of this Lease Agreement will not be changed by a delay in the delivery date.

#### **7. Common Areas.**

A. The "**Common Areas**" of the Property are its lobbies, elevators, stairwells, restrooms, access ways, landscaped areas, parking areas, and other areas designated from time to time by LCRC, in its discretion, for common use by tenants and other Lessees of the Building. Lessee will have the non-exclusive right, along with LCRC and tenants and other Lessees of the Building and their employees and invitees, to use the Common Areas. In using the Common Areas, Lessee will not impede the use of the Common Areas by tenants and other Lessees and their employees and invitees, and Lessee will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for any use other than their intended purpose.

B. LCRC will have the exclusive control and management over the Common Areas and will provide Building Services and maintenance, repairs, and replacements to the Common Areas as provided below. LCRC will have the right, from time to time, at its option, to establish reasonable rules and regulations with respect to the use of the Common Areas, to close permanently or temporarily any portion of the Common Areas when necessary by reason of Force Majeure (as defined below) or for the performance of maintenance, repairs, and replacements, to require that employees park only in designated areas, to reserve parking spaces for any tenant or other Lessees, and to increase, reduce, reconfigure, or change the Common Areas in any way LCRC determines to be necessary or desirable. LCRC will have no liability to Lessee for any closure, increase, reduction, reconfiguring, or other change in the Common Areas, provided, however, that except for closures necessitated by Force Majeure, LCRC will not permanently close so much of the Common Areas that the Common Areas remaining are not sufficient for Lessee and its employees and invitees to have reasonable access to the Premises, that are necessary to permit Lessee and its employees to conduct the reasonable operations in the Premises that are necessary for the Permitted Use, or that are necessary to provide the Building with at least the number of parking spaces that are required by the permitted uses of tenants or other Lessees then occupying the Building.

#### **8. Peaceful Possession.**

LCRC covenants that so long as Lessee is not in default under this Lease Agreement beyond the applicable notice and cure period, Lessee shall have, hold and enjoy the peaceful possession of the Premises during the term of this Lease Agreement.

#### **9. Building Utilities and Services.**

A. Throughout the term, LCRC will provide the Premises and, to the extent applicable, the Common Areas, with the following:

(i) Electrical utility services, including electricity during Normal Business Hours (as defined below) for electrical outlets in an amount not to exceed an amount per square foot that is normal for use of the Lessee's Building Equipment and for lighting and equipment that are customarily used in office and basic research use ("**Normal Electrical Service**"), and if the Premises contain water outlets and drains, a normal amount of water and sewerage services for these outlets and drains. Lessee will notify LCRC in advance should Lessee anticipate that Lessee's use of the electricity provided to the Premises will regularly and materially exceed the Normal Electrical Service, and whether or not Lessee has given LCRC this notice, then the additional capacity will be provided, if feasible. In addition, if LCRC or Lessee within reasonable discretion determines that special equipment is needed to accommodate Lessee's excess utility use, then Lessee will pay for this special equipment and for the wiring needed for Lessee's excess utility use.

(ii) Infrastructure communications equipment such as network switches, routers, telephone switches, network server controllers, communications cable/wire within the Premises for data and voice transmission (ANSI/TIA/EIA Cat6a), and

data connection outlets ("drops"). Lessee will notify LCRC in advance should Lessee need any additions, changes, or moves of infrastructure communications equipment such as the ones described above, and whether or not Lessee has given LCRC this notice, then the addition, change, or move will be provided, if feasible. In addition, if LCRC or Lessee within reasonable discretion determines that any additional, charge, or move is needed to accommodate Lessee's needs, then Lessee will pay for this special addition, change, or move to the current infrastructure communication equipment.

(iii) Heating, air conditioning and ventilation ("HVAC") as required for the Permitted Use during Normal Business Hours.

(iv) Janitorial service and biohazard disposal from the receptacles designated by LCRC for this purpose (Lessee shall place all biohazardous material in such receptacles as LCRC designates for this purpose and shall comply with all of LCRC's other rules and regulations) Monday through Friday, except for Holidays (as defined below). Lessee shall pay the additional costs attributable to carpet cleaning and cleaning and biohazard removal within the Premises outside of normal services, from time to time, in each case within 10 days after receiving LCRC's invoice (provided that LCRC will not be required to perform this carpet cleaning or other cleaning or biohazard removal outside of normal services). LCRC shall not be responsible for any act or omission on the part of the person or persons employed or retained to do any work, including janitorial or maintenance work or biohazard removal, within the Premises, or any cost of carpet cleaning, cleaning, or biohazard removal outside of normal services, or maintenance.

(v) If the Premises are located above the first floor of the Building, passenger elevator service to the Premises 24-hours per day. This passenger elevator service shall be used in common with LCRC and the other Lessees and users of the Building.

(vi) A building directory in the entrance lobby of the Building, which will state the name and floor or suite number of Lessee. LCRC will have the right to determine the size, design, type and style of the building directory. Lessee shall be entitled to only one initial listing at LCRC's expense; any changes in this listing will be at Lessee's cost. Additional names and listings will be subject to LCRC's discretion and will be at Lessee's cost.

(vii) Use of the freight elevator and loading dock during Normal Business Hours is permitted in common with LCRC tenants and other Lessees of the Building. Lessee shall not delay in its receipt of any item left at the loading dock for Lessee or in its use of the freight elevator. The use of the loading dock and elevators shall be subject to such reasonable rules and regulations as may be established from time to time by LCRC. Use of freight elevators is permitted after normal business hours.



The utilities, services, and facilities described in (i) through (vi) above are collectively the “**Building Services.**” The Building’s “**Normal Business Hours**” are 6:00 a.m. to 6:00 p.m. on each Monday through Friday, , except for days on which LCRC is permitted to be closed for business, including LCRC approved holidays. A holiday schedule will be provided or made available for Lessee’s use.

B. LCRC reserves the right to stop any or all of the Building Services described above when necessary (i) by reason of accidents or for maintenance, repairs, alterations, replacements or other work that is necessary or reasonably considered desirable by LCRC for as long as may be necessary, provided that LCRC will use its reasonable efforts to perform repairs, alterations, replacements and other work in such a way as to minimize to the extent reasonably possible any disruption of Lessee’s operations in the Premises, or (ii) by reason of strikes, laws, orders, regulations, unavailability or other factors beyond the control of LCRC. No such interruption or cessation of Building Services and no defects or deficiencies in the mechanical systems of the Building shall cause LCRC or LCRC’s agents or representatives to be liable for damages to Lessee, any person or entity using or occupying any part of the Property by, through, or under Lessee, or any of their respective employees, agents, or contractors, or shall relieve Lessee of any of its obligations under this Lease Agreement, except that if lack of the Building Services makes the Premises unusable for the Permitted Use for more than three (3) business days, if the Premises are not used during this period, if restoration of the Building Services is within LCRC’s reasonable control, and if LCRC is not using its reasonable efforts to restore the Building Services, then Lessee will be entitled to an abatement of its obligation to pay rent during the period following the third (3rd) business day during which the lack of the Building Services makes the Premises not usable for the Permitted Use, Lessee is, in fact, not using the Premises, and LCRC is not proceeding with reasonable diligence to restore the Building Services. This abatement will be Lessee’s sole remedy with respect to the LCRC or any agent or representative of LCRC for an interruption of or lack of Building Services under this Lease Agreement. Lessee will notify LCRC immediately (this notice may be oral and given to LCRC’s designated property management office or Property Manager, but shall be followed up by prompt written notice) upon learning of any interruption or cessation of Building Services, and will be responsible for any loss or damage caused by its failure to give this notice.

C. Lessee will take such steps as are required by law or such other reasonable steps as are required by LCRC to conserve energy provided that these steps do not interfere with Lessee’s use. LCRC shall have the right to require the electricity, water, telephone, internet, or other such services provided to the Premises to be separately metered or sub-metered in order to assist in determining excessive use.

D. Notwithstanding anything to the contrary in the foregoing, Lessee will provide, install, maintain, and replace as part of the Lessee’s Property its own computers, (mobile and stationary), conference speakers, tablet PCs, and other such equipment and devices needed for the Permitted Use.

## **10. Maintenance, Repairs, and Replacements.**

A. Within a reasonable time after receiving notice from Lessee of the need for these repairs, or otherwise becoming aware of the need for repairs, LCRC will repair when necessary the roof and structural portions of the Property, the Common Areas, the portions of the Premises delivered to Lessee on the Commencement Date, the Building Equipment, and the building systems that provide the Building Services, including the heating, ventilating, air conditioning, electrical, plumbing and other building systems needed to provide the Building Services (collectively, the **“Building Systems”**), and the Building Equipment that is not then designated by LCRC as being for Lessee’s exclusive use, except as follows: (i) subject to the mutual waiver of subrogation in Section 15 below, Lessee, not LCRC, will perform all maintenance, repairs, and replacements to the property for which LCRC is responsible as provided above if the work is necessitated by any act or negligence of the Lessee, any person or entity using or occupying any part of the Property by, through, or under Lessee, or any of their respective employees, agents, or contractors, and (ii) Lessee, not LCRC, will perform any maintenance, repairs, or replacements to any Lessee Improvements (as defined below), Lessee’s Property (as defined below), and to any portion of the Property that has been altered by Lessee, any person or entity using or occupying any part of the Property by, through, or under Lessee, or any of their respective employees, agents, or contractors or that has been affected by Lessee Improvements (the term **“LCRC’s Repairs”** refers to the repairs that LCRC is obligated to perform under this sentence).

B. Lessee is in sole custody and control of the Premises, and LCRC will not be liable or obligated to perform any of LCRC’s Repairs that are needed inside the Premises until it receives notice, or otherwise becomes aware of the need for LCRC’s Repairs. This notice may be given by Lessee to LCRC or Property Manager orally initially, but shall be followed up promptly by written notice. LCRC shall have performed its obligations under this Section if it proceeds with reasonable diligence to perform LCRC’s Repairs within a reasonable time. Lessee will be responsible for all damage caused by its failure to give the LCRC or the Property Manager prompt notice of the need for LCRC’s Repairs within the Premises within a reasonable time of when Lessee learns that LCRC’s Repairs are needed.

C. Excluding only work necessitated by the act or negligence of LCRC or its agents, employees, or contractors (and then subject to the mutual waivers in Section 15 below), throughout the term, Lessee, at Lessee’s expense, shall perform all maintenance, repairs, and replacements to the Lessee Improvements, the Lessee’s Property, and the Lessee Equipment provided by LCRC for Lessee’s exclusive use, and all other maintenance, repairs, and replacements in the Premises other than the LCRC’s Repairs that LCRC is obligated to perform under A and B. above.

## **11. Lessee Improvements.**

A. Neither Lessee nor any person or entity using or occupying any part of the Property by, through, or under Lessee will make any alterations, additions, improvements, or modifications to the Premises without first obtaining LCRC's written consent, which consent shall not be unreasonably withheld (the term **“Lessee Improvements”** refers to any alterations, additions, improvements, or other modification made by Lessee or any person or entity using or occupying any part of the Property by, through, or under Lessee during the term, including, without limitation, fixtures and equipment that are attached by Lessee or any person or entity using or occupying any part of the Premises by, through, or under Lessee in such a fashion as to become component parts

of the Premises, such as lighting, electrical, or plumbing fixtures). LCRC will not unreasonably withhold its consent to Lessee Improvements made within the Premises ; however, LCRC will have the right to withhold its consent to alterations, additions, improvements, and other modifications within the Premises in its sole discretion if the requested alteration, addition, improvement, or other modification would, in LCRC's reasonable judgment, (i) affect the Common Areas or the exterior walls, foundation, roof, or other structural portions, or any part of the Building Systems, (ii) unreasonably increase the Operating Expenses, (iii) reduce the value, marketability, or usefulness of the Premises, (iii) adversely affect the premises occupied or used by any other Lessee or Lessee of the Property; or (iv) be inconsistent with the Permitted Use or the Ground Lease. Although the Lessee Improvements will be Lessee's property during the term, they will be considered part of the Premises for purposes of Lessee's indemnification, waiver, maintenance, repair, use and other such obligations in this Lease Agreement.

B. In no event will Lessee or any person or entity using or occupying any part of the Property by, through, or under Lessee make any alterations, additions, improvements, or modifications to or attach any fixtures to any part of the Property outside of the Premises without LCRC's prior written consent, and this consent may be withheld by LCRC in its sole discretion.

C. All Lessee Improvements shall be made at Lessee's expense, shall be made by duly licensed contractors and subcontractors that have been approved by LCRC in advance (LCRC will not unreasonably withhold its approval as long as the contractor or subcontractor is duly licensed and all requirements of the Ground Lease are satisfied), shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, statutes, rules, regulations, ordinances, resolutions and orders of all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, parish, district, municipality, city or otherwise) with jurisdiction over the Property (collectively, "**Laws**"), and shall be consistent with the architectural, electrical and mechanical design, installation and construction of the Premises. Lessee shall not begin any Lessee Improvements (i) that cost more than \$50,000 or (ii) with respect to which LCRC has the right to withhold its consent in its sole discretion ("**Major Lessee Improvements**") until all plans and specifications (or drawings if LCRC elects not to require plans and specifications) for the Lessee Improvements have been reviewed and approved by LCRC. Lessee shall comply with all obligations of the Ground Lease that govern any Lessee Improvements or their construction. Before beginning any Improvements, Lessee shall obtain and provide LCRC with a copy of all permits, approvals and certificates required by governmental bodies or agencies, and upon completion, Lessee shall obtain and provide the LCRC with a copy of all required certificates of occupancy or final approval. If required by the LCRC and if the Lessee Improvements will cost more than \$50,000, or if required by the Ground Lease, Lessee shall provide LCRC with a performance and statutory bond complying with La. R.S. §9:4801 et seq. and naming LCRC and LSU as co-obligees. While constructing Major Lessee Improvements, Lessee shall carry, or cause Lessee's contractor and subcontractors to carry, workers' compensation insurance covering all persons employed, directly or indirectly, in connection with any work performed, and covering all persons employed, directly or indirectly, in connection with any work performed, as well as builder's risk insurance and other construction-related insurance reasonably required by LCRC or LSU, and Lessee and its contractors and subcontractors shall satisfy Section 14 with respect to all such insurance. Lessee shall cancel any lien filed against the

Premises or any other part of the Property, or Lessee's interest in the Premises, for work claimed to have been performed for, or for materials claimed to have been furnished to, Lessee, within 10 days after receiving notice of the lien.

**12. Ownership and Removal of the Lessee Improvements and Lessee's Property.**

A. All unattached and movable partitions, trade fixtures, equipment, furniture, and other personal property located in the Premises and not constituting part of the Building Equipment ("Lessee's Property") as well as all Lessee Improvements, shall be owned and insured by and taxed to Lessee during the term. To the extent allowed by law, at the termination of this Lease Agreement, all Lessee Improvements but not Lessee's Property, shall automatically become LCRC's property without any obligation on the part of LCRC to reimburse Lessee or any other person for them. However, if prior to such termination or within 10 days after the termination date, LCRC notifies Lessee that it does not elect to become the owner of any or all of the Lessee Improvements and that it elects that Lessee remove any or all of the Lessee Improvements (the Lessee Improvements so designated are the "**Designated Lessee Improvements**"), then to the extent allowed by law the Designated Lessee Improvements will not become the LCRC's property, and Lessee shall immediately remove the Designated Lessee Improvements, and restore all damage caused by their construction, attachment, and removal. Lessee shall also remove all of Lessee's Property from the Premises and to the extent allowed by law, shall repair all damage caused by its attachment, operation, or removal, within ninety (90) days after the termination date of this Lease Agreement.

B. If Lessee fails to remove any of Lessee's Property or any of the Designated Lessee Improvements within the time period specified above, then this Lessee's Property or these Designated Lessee Improvements will be conclusively deemed to have been abandoned, and at LCRC's option, to the extent allowed by law, either (i) LCRC may remove and dispose of any or all of the Lessee's Property or the Designated Lessee Improvements, and Lessee will pay the costs of this removal and disposition, within 5 days after demand by LCRC, or (ii) any or all of the Lessee's Property or the Designated Lessee Improvements shall be deemed to have become LCRC's property, without any obligation on the part of LCRC to compensate Lessee or any other person for them.

C. Lessee shall pay prior to delinquency all taxes assessed against Lessee's Property.

**13. Lessee's Indemnification and Waivers.**

A. Except to the extent caused by the negligence or intentional misconduct of LCRC, its Property Manager, or their respective agents, employees, representatives, or contractors (and subject to the mutual waiver set out in Section 15 below), and to the extent allowed by law, Lessee will maintain insurance covering, will reimburse LCRC, the Property Manager, and their respective agents, employees, and representatives for, and will indemnify, defend, and hold harmless LCRC, the Property Manager, and their respective agents, employees, and representatives from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against, LCRC, its Property Manager, or their respective agents, employees, or representatives to the extent arising out of (i) any accident or

occurrence in or on the Premises; (ii) or Lessee's use or operations or any other operations conducted on the Premises; or (iii) any damage to or loss of any property of Lessee or any person occupying the Premises by or through Lessee or any of their respective agents, employees, or contractors, whether this damage to or loss of property occurs on the Premises or on any other part of the Property; or (iv) any negligence or intentional misconduct of Lessee or any person occupying the Premises by or through Lessee or any of their respective agents, employees, or contractors, whether occurring on the Premises or on any other part of the Property. Lessee's reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, reasonable attorneys' fees, and other expenses, and will survive the expiration or other termination of this Lease Agreement, with respect to matters occurring during the Term. In connection with Lessee's obligation to defend, LCRC shall have the right to approve defense counsel selected by Lessee (to the extent permitted by any insurer providing coverage), which approval shall not be unreasonably withheld.

B. Except to the extent caused by the negligence or intentional misconduct of Lessee or any person or entity occupying the Property by or through Lessee or any of their respective agents, employees, or contractors, LCRC will maintain insurance covering, will reimburse the Lessee and its agents, employees and representatives for, and will indemnify, defend, and hold harmless Lessee and its agents, employees, and representatives from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against, Lessee or any of its agents, employees, or representatives to the extent arising out of any negligence or intentional misconduct of LCRC, Property Manager, or any of their respective agents, employees, or contractors. LCRC's reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, reasonable attorneys' fees, and other expenses, and will survive the expiration or other termination of this Lease Agreement with respect to matters occurring during the Term. In connection with LCRC's obligation to defend, Lessee shall have the right to approve defense counsel selected by LCRC (to the extent permitted by any insurer providing coverage), which approval shall not be unreasonably withheld.

C. Lessee assumes full responsibility for the condition of the Premises throughout the term in accordance with La. R.S. § 9:3221 (except that Lessee will not be liable for the negligence or willful misconduct of LCRC, its Property Manager, or any of their respective agents, employees, representatives, or contractors).

#### **14. Insurance.**

A. At all times during the Term, Lessee, (other than LSU), shall provide and maintain, at Lessee's expense, the following insurance (which may be provided by one or more policies):

- (i) A policy or policies of commercial general liability (bodily injury and property damage) insurance, insuring against liability arising on the Premises and out of the use, occupancy or maintenance of the Premises, or the operations or business conducted on the Premises, including liability arising from the negligence or other fault of all insured and additional insured parties (collectively, the

“Liability Policy”). The LCRC, its designated agents, and LSU shall each be an additional insured under the Liability Policy. The Liability Policy shall be in an amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. The limits of the Liability Policy will not, however, limit the liability of Lessee hereunder. If required by the Ground Lease or if in the reasonable opinion of the LCRC, the limits of the Liability Policy are not adequate, then Lessee shall increase these limits as required by the Ground Lease or by LCRC. The Liability Policy will include coverage for Lessee’s contractual liability under Section 14 above.

(ii) A policy or policies of “Special Form” insurance covering loss of or damage to all of Lessee’s Lessee Improvements and Lessee’s Property, in an amount not less than the full replacement cost of this property, including, without limitation, loss or damage by sprinkler leakage, and covering loss of business in a commercially reasonable amount (the “**Lessee’s Property Insurance**”). With respect to the Lessee Improvements only, this insurance shall name Lessee, the LCRC, and LSU as loss payees, as their interests may appear. Lessee’s Property Insurance shall either permit Lessee to waive all of the insurer’s rights of subrogation, or shall contain a waiver by the insurer of all rights of legal and conventional subrogation against the LCRC, Property Manager, and LSU.

(iii) Workers’ compensation insurance in accordance with the statutory requirements of the State of Louisiana, and employers’ liability insurance with a limit of **\$1,000,000.00** with respect to all persons that work on the Premises. In each of these policies, the insurer shall waive all of its rights of legal or conventional subrogation against LCRC, the Property Manager, and LSU.

Each insurance policy that Lessee is required to maintain shall be issued by a company approved to do business in Louisiana and rated AVIII or better by the A.M. Best Co. Before taking possession of the Premises, Lessee shall deliver to LCRC certificates of insurance (and at LCRC’s request, original policies) evidencing the existence and amounts of these policies, with evidence that these policies contain the required loss payable, additional insured, waiver of subrogation, and other required clauses, reasonably satisfactory to LCRC, as well as satisfactory evidence that Lessee has paid the premium for each required policy for the full period shown in the certificate. No less than two days before any of the insurance policies required in this Section is cancelled or expires, Lessee shall deliver to LCRC certificates of insurance (and at LCRC’s request, original policies) evidencing the replacement or renewal policies and that they satisfy this Section 14, as well as satisfactory evidence that Lessee has paid the premium for the full period shown in the certificate. Each certificate of insurance will contain or be accompanied by a certificate of the insurer that the policies shown in the certificate may not be canceled or modified without seven days’ prior notice to LCRC.

B. LSU shall furnish to LCRC upon request, a Certificate of Insurance providing evidence that LSU is covered for worker’s compensation and general liability under the plan administered by the Louisiana State Office of Risk Management. Insurance provided through the State of Louisiana Office of Risk Management shall be acceptable.

C. At all times during the Term, LCRC shall provide and maintain, at LCRC's expense, insurance as provided in Section 11.3 of the Ground Lease, as may be amended by the parties thereto.

D. LCRC acknowledges that LSU's insurance is provided by the Louisiana Office of Risk Management ("ORM") and the waiver and indemnification obligations imposed by this paragraph 14 shall not exceed the coverage of such insurance and shall be subject to all requirements and limitations of ORM.

#### **15. Mutual Waiver of Subrogation.**

Lessee and LCRC each hereby releases and relieves the other (Lessee's release of LCRC will include the Property Manager), and each such party hereby waives its entire right of recovery against the other (Lessee's waiver will include a waiver of claims against the Property Manager) for any and all loss or damage to any property, including, in the case of the LCRC, the Property, and in the case of Lessee, the Lessee Improvements and Lessee's Property, arising out of or incident to perils insured against or that could have been insured against by a "special form" policy of property insurance, together with coverage for business losses, or by any other policy of insurance insuring property loss or damage actually maintained by either party or required under this Lease Agreement, even if this loss or damage is due to the negligence of LCRC, Lessee, or the Property Manager, or their respective agents, employees, contractors or invitees. This waiver will include a waiver by each party of all rights of legal or conventional subrogation that their insurers may have against the other party (and in the case of Lessee's insurance, a waiver of all rights of legal or conventional subrogation against the Property Manager). Lessee and LCRC shall, upon obtaining the policies of insurance covering property loss or damage required hereunder, give notice to their insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease Agreement, or if the insurance policy does not permit a party to waive the insurer's rights of subrogation, then the policy shall contain an endorsement in which the insurer waives all of its rights of legal and conventional subrogation against the party that is not the insured party (and in the case of Lessee's insurer, the Property Manager). This section 15 Mutual Waiver of Subrogation shall not apply to LSU.

#### **16. Damage by Fire or Other Casualty.**

If any part of the Building is damaged by fire or otherwise, then LCRC will perform its restoration obligations set out in the Ground Lease, this Lease Agreement will remain in effect, the Occupancy Expense Obligation will abate to the extent that and during all periods during which the Premises or a material portion of the Premises are not usable for the Permitted Use, and except for its right to this abatement, Lessee hereby waives all claims for loss of business or loss of occupancy caused by the damage or its restoration by LCRC for so long as LCRC is performing its restoration obligations under the Ground Lease within the restoration period provided in the Ground Lease. However, in circumstances in which the Ground Lease permits LSU or LCRC to terminate the Ground Lease by reason of the damage and if either LSU or LCRC elects to exercise its right to terminate the Ground Lease, then this Lease Agreement will come to an end on the effective date of the termination with the same effect as if the termination date of the Ground Lease

were the original termination date of this Lease Agreement. Notwithstanding anything to the contrary in this Section, LCRC is not obligated to repair or restore the Lessee Improvements or Lessee's Property.

**17. Taking by Eminent Domain.**

A. If the whole or a substantial part of the Premises or a portion of the Building that is necessary for the Permitted Use is expropriated for public use (any such taking or transfer is a "Taking") for a period longer than one (1) month, then this Lease Agreement will terminate effective as of the date of the Taking. If the Taking is for one (1) month or less, then Lessee's payments will abate in an amount that is fair and reasonable considering the extent of the Taking and the portion of Premises that is unusable during the Taking. If the Lease Agreement remains in effect after a Taking, then LCRC will restore the Premises and the Common Areas necessary for the Lessee's Permitted Use to as complete an architectural unit as possible to the extent that the expropriation award and other funds provided to LCRC are sufficient for this restoration, and from and after the Taking, the Occupancy Expense Obligation will be calculated in accordance with the Usable Square Feet in the Premises that are usable for the Permitted Use in the Premises at that time: during the Taking, during LCRC's restoration work, and after the restoration work has been completed. If the expropriation award or other funds provided to LCRC for restoration after a Taking are insufficient to permit LCRC to restore the Premises and Common Areas necessary for Lessee's Permitted Use to an architectural unit that can be used for the Permitted Use, then either LCRC or Lessee may terminate this Lease Agreement by notice to the other, and if either party exercises this termination right, then this Lease Agreement will come to an end with the same effect as if the termination date of the Ground Lease were the original termination date of this Lease Agreement. Without limiting the generality of the foregoing, if a Taking terminates the Ground Lease, then this Lease Agreement will come to an end on the date of the termination of the Ground Lease with the same effect as if this date were the original termination date of this Lease Agreement.

B. Subject to the rights of LSU under the Ground Lease, LCRC will receive the whole of any award or other compensation for any Taking for the full value of its interest in the portion of the Property that is the subject of the Taking and for all damages to that portion of the Property, to the extent of its interest. Lessee shall retain its right to make a claim for the value of its interest in the portion of the Property that is the subject of the Taking and for all damages to that portion of the Property, to the extent of its interest. Lessee shall have the right to make a separate claim against the condemning governmental authority (but not against LCRC) for the damage to its Lessee Improvements, fixtures, equipment, furniture, or merchandise, for any moving expenses, and for its loss of business.

**18. Right of Entry by LCRC.**

LCRC and the Property Manager will have the right to enter the Premises, from time to time, during reasonable hours (by pass key if LCRC reasonably believes the circumstances to be an emergency), to inspect the Premises, to cure Lessee's defaults, to perform LCRC's Repairs or make such other alterations, repairs, improvements or additions to or perform other work in the Premises or the Property as may reasonable be necessary or desirable (LCRC will have the right



to install, maintain, repair, and replace pipes, wires, and conduits in the walls and ceiling of the Premises to serve other parts of the Property), or for any other reasonable purpose, and Lessee waives all claims for damages in connection with any entry for these purposes or for any work performed by LCRC on the Premises. In addition, LSU will have the right to enter the Premises in the exercise of its rights under the Ground Lease, and Lessee waives all claims for damages arising from the entry. LCRC will give Lessee reasonable prior notice of any entry by LCRC or any work performed by LCRC on the Premises except in an emergency, and if LCRC performs any work on the Premises, LCRC will use its commercially reasonable efforts to minimize interference with Lessee's use (except as necessary in an emergency and unless LCRC is curing Lessee's defaults). LCRC's prior notice to Lessee may be oral and may be given by person or persons assigned to give such notice.

**19. Lessee's Return of Premises at Termination.**

Subject to the provisions of paragraph 12 hereof, at the expiration or sooner termination of this Lease Agreement, Lessee shall return the Premises to LCRC, in the condition in which Lessee is required to maintain it under this Lease Agreement, broom clean and free from trash, and shall deliver all fobs and keys to the Premises to LCRC. Lessee hereby waives all notice to vacate under La. Code Civ. P. art. 4701 or any other provision of law, and waives any right under La. Civ. Code art. 2721 to claim that this Lease Agreement has reconducted by reason of Lessee's holding over unless LCRC has agreed in writing that Lessee may stay after the original expiration date. If Lessee stays in the Premises with LCRC's consent, then this Lease Agreement shall be become month-to-month, on the same terms that were in effect prior to the expiration date, except that either party may terminate this Lease Agreement, effective as of the last day of any calendar month, by notice given to the other 10 days before the end of that calendar month.

**20. Sublease and Assignment.**

A. Lessee shall not voluntarily or by operation of law assign or sublease the Premises or any of Lessee's interest in this Lease Agreement or in the Premises, without the prior written approval of (i) LCRC, which consent will not be unreasonably withheld or delayed (subject to B. and C. below), and (ii) LSU (the Ground Lease obligates LSU not to unreasonably withhold or delay its approval). In no event will Lessee grant a mortgage on any of its rights or interests under this Lease Agreement.

B. If Lessee wishes to sublease the Premises, to permit any other person to occupy any part of the Premises (any such occupancy will be considered a sublease unless all of Lessee's rights and interests under this Lease Agreement are transferred, and then it will be considered to be an assignment), or to assign its rights under this Lease Agreement, then 30 days before the proposed effective date of the sublease or assignment, Lessee will provide LCRC with the name and address of and a financial statement of the proposed subtenant or assignee, the proposed terms of the sublease or assignment, the proposed form of the sublease or assignment, and a \$500 fee to cover LCRC's costs of reviewing Lessee's request. Without limiting LCRC's right to withhold its consent, LCRC will have the right to withhold its consent (i) if an Event of Default is then in existence, (ii) if the proposed subtenant or assignee is not an entity existing for the purposes of carrying out the Center's primary function of conducting research and promoting education in the

diagnosis, detection, and treatment of cancer, or the legislation pursuant to which Land was leased to LCRC or the Building was constructed, including, without limitation, La. R.S. 17:1921 and La. R.S. 17:1924, or (iii) if the proposed sublease or assignment does not require the sublessee or assignee to use the Premises for the Permitted Use or is otherwise not on the same terms and conditions as this Lease Agreement.

C. If LCRC approves Lessee's request, then (x) in the case of an assignment, the assignment document shall include an agreement by the assignee in favor of LCRC in which the assignee assumes and agrees to be bound and liable to LCRC for all of the terms and provisions of this Lease Agreement, (y) in the case of a sublease, the sublease shall include an agreement by the subtenant or assignee in favor of LCRC in which the subtenant or assignee or assignment agrees that the sublease shall be subject and subordinate to this Lease Agreement and all of LCRC's rights under this Lease Agreement, but that upon the occurrence of a default by Lessee, if LCRC, at its option, gives the subtenant or assignee notice requiring that subtenant pay its rent under the sublease directly to LCRC, then the subtenant shall pay its rent directly to LCRC; and (z) in the case of either an assignment or a sublease, the assignment document or the sublease shall include an agreement by Lessee in favor of LCRC in which Lessee acknowledges that neither the assignment nor the sublease nor any of the assignee's or the subtenants agreements in those documents or LCRC's consent to the assignment or sublease, shall relieve or release Lessee from primary liability under this Lease Agreement, but that Lessee is bound and shall remain bound as the primary obligor under this Lease Agreement notwithstanding the assignment or sublease. Lessee will provide LCRC with a photocopy of each sublease or assignment document immediately after it is executed.

D. No assignment, sublease, or other transfer of the Premises, or any part of it, or any of Lessee's rights under this Lease Agreement, shall release Lessee from any of Lessee's obligations under this Lease Agreement, and Lessee shall be and remain primarily bound and obligated to pay the rent and to perform all other obligations under this Lease Agreement for the full term notwithstanding any assignment, sublease, or other transfer or LCRC's or LSU's consent to any assignment, sublease, transfer, or other encumbrance, or acceptance of rent from any such transferee. LCRC's or LSU's consent to one assignment, sublease, or other transfer shall not be deemed consent to any subsequent transfer or encumbrance.

## **21. Compliance with Laws; No Nuisance; No Residential Use.**

LCRC will comply with all Laws that govern the physical structure and repair of the Property, excluding Lessee Improvements and alterations, additions, improvements, and modifications made by other Lessees and occupants of the Property. Lessee will comply with all Laws that relate to the Lessee Improvements, Lessee's Property, the Lessee Use of Equipment, the manner of Lessee's business and use, and the conduct of Lessee's Permitted Use in the Property. Lessee shall not do or permit anything to be done in the Premises that would be a nuisance or annoyance to other Lessees or Lessees of the Property. In no circumstances shall the Premises be used for overnight sleeping or for habitation.

## **22. Events of Default.**

The occurrence of any one or more of the following events shall, at the non-defaulting party's option, be an event of default ("**Event of Default**") under this Lease Agreement:

- (a) Failure to pay any payment on the date on which it is due and this failure continues for 30 days after notice; or
- (b) Violation or failure to comply with any of the other obligations under this Lease Agreement when this compliance is due, and this violation or failure continues for 30 days after notice from the other party of such violation or failure, provided that if the violation or failure is of such a nature that it requires more than 30 days to cure, then no Event of Default will occur if the defaulting party begins the cure within 30 days after such notice of the violation or failure and proceeds with the cure thereafter until it is completed; or
- (c) The acts or omissions of either party or any person or entity using or occupying the Property by, through, or under said party and as said party's agent or representative which violate the Ground Lease.

### **23. Default Remedies.**

A. Upon the occurrence of an Event of Default, the non-defaulting party may proceed for past due sums, and, at its option: (i) keep this Lease Agreement in effect, and proceed for damages caused by the Event of Default, reserving its right to proceed later for installments of any sums as they become due, and at the non-defaulting party's option, proceed for specific performance and/or an injunction to enforce specific provisions of this Lease Agreement; or (ii) terminate this Lease Agreement by notice to the defaulting party, and in that event, this Lease Agreement will terminate on the date designated by such party in the termination notice, and the defaulting party will remain liable as provided below; and/or (iii) enforce any or all other rights or remedies provided in this Lease Agreement or permitted by law. All rights and remedies under this Lease Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by this Lease Agreement or by law.

B. In addition to, and not instead of the above remedies, if a party fails to perform any of its obligations under this Lease Agreement when its performance is due and an Event of Default results, then the non-defaulting party will have the right, but not the obligation, to pay all sums and take all actions that are necessary or desirable to perform the defaulting party's obligations. Such performance by one party of the other's obligations will not be construed as a modification or waiver of any provision of this Lease Agreement, and these obligations will remain the obligations of the defaulting party. In addition, neither the performance of one party's obligations by the other nor the other's failure to perform such obligations will preclude the non-defaulting party from exercising any of its other rights or remedies set out in this Lease Agreement by reason of such default.

### **24. Default Notice.**

The non-defaulting party shall give the defaulting party notice of any failure to comply with any of its obligations under this Lease Agreement, and a reasonable time (but not less than thirty (30) days) to cure any such failure before exercising any rights or remedies.

**25. Notices.**

All notices, demands, requests, consents, and approvals under this Lease Agreement shall be in writing (unless otherwise specified). Notices, demands, and other such communications shall be considered as duly given if (i) addressed to the other party's notice address and mailed by registered or certified mail, postage prepaid; or (ii) delivered to the other party's notice address by recognized national overnight courier such as Federal Express, by facsimile or in person. Notices, demands, and other such communications will be considered to have been given either (a) on the date mailed by registered or certified mail, postage prepaid, or (b) if transmitted by another method, on the date received. Each party's notice address will initially be as follows:

**LCRC:**

**Chief Administrator  
1700 Tulane Avenue, 10th Floor  
New Orleans, Louisiana 70112**

**with copy to:**

**Paige Sensenbrenner  
Adams and Reese LLP  
701 Poydras Street, Ste 4500  
New Orleans, Louisiana 70139  
Phone (504) 581-3234, Fax (504) 566-0210**

**Lessee:**

**Larry H. Hollier, M.D., Chancellor  
LSU Health Sciences Center  
433 Bolivar Street, 8th Floor  
New Orleans, LA 70112  
Phone: (504)568-4800**

**with copies to:**

**General Counsel  
LSU System Office  
3810 W. Lakeshore Drive  
Baton Rouge, LA 70809  
Phone: (225)**

**John Ball, Associate Vice Chancellor  
Property & Facilities**

**433 Bolivar Street, 8th Floor  
New Orleans, LA 70112  
Phone: (504)568-4800**

However, party may change its notice address by no less than 15 days' prior notice to the other party. If LCRC has engaged a Property Manager, then notices to LCRC will also be given to the Property Manager (provided that LCRC has notified Lessee of the name and address of this Property Manager), and notices or demands given by the Property Manager will be deemed given by LCRC.

**26. Partial Invalidity.**

If any provision of this Lease Agreement or its application is invalid or unenforceable to any extent or in any circumstance, the remainder of this Lease Agreement or the application of this provision in other circumstances shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

**27. Estoppel Certificate.**

A. LCRC agrees, at any time and from time to time, upon not less than thirty (30) days prior notice by Lessee, to execute, acknowledge and deliver to Lessee (or to such other person or entity as Lessee shall request), a statement in writing certifying (a) that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Operating Expense payments have been paid, (c) to the best of its knowledge, whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default), and (d) the dates of commencement and expiration of the term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any person or entity.

B. Lessee agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by LCRC, to execute, acknowledge and deliver to LCRC (or to such other person or entity as LCRC shall request) a statement in writing, addressed to LCRC or to such other person or entity, certifying, to the best of its knowledge, (a) that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of LCRC to be performed (and if so specifying the same), (c) to the best of its knowledge, whether or not LCRC is in default under any provision of this Lease Agreement, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any person or entity.

**28. Subordination; Attornment.**

This Lease Agreement and all rights of Lessee under this Lease Agreement are subject and subordinate to the Ground Lease and any mortgage that after this date encumbers LCRC's interest in the Property. If LSU or any mortgagee or any other person acquires LCRC's interest in the

Property by reason of the enforcement of the Ground Lease or a mortgage, or otherwise succeeds to the rights of LCRC under this Lease Agreement, then upon request of such successor, Lessee shall attorn to and recognize the successor as the owner of the Premises under this Lease Agreement, provided that the successor will not be obligated to pay amounts due by LCRC or liable for defaults of LCRC. Upon demand of any such successor, Lessee shall execute and deliver an attornment agreement to evidence and confirm these attornment provisions provided that this agreement contains an agreement by the successor that it accepts Lessee as its Lessee under the Lease Agreement from and after the date on which the successor acquired the Premises.

**29. Entire Agreement.**

The whole agreement between the parties is set forth in this Lease Agreement, and they shall not be bound by any letters of intent, agreements, conditions, understandings or representations unless expressly set out in this Lease Agreement. No subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding on the parties unless executed in writing by the parties.

**30. [Intentionally Omitted.]**

**31. No Waiver of Strict Compliance.**

LCRC's failure to require strict compliance by Lessee with any of the requirements of this Lease Agreement on one or more occasions will not waive LCRC's right to require that Lessee comply strictly with that requirement on a later occasion (for example, LCRC's acceptance of late payment on one occasion or over a period will not prevent LCRC from later requiring that all future payment be paid strictly on time).

**32. Notice of Lease Agreement.**

Either LCRC or Lessee shall, upon request of the other, execute and deliver to the other a "notice" or "short form" of this Lease Agreement for recording. This "notice" or "short form" may be recorded at the expense of the party that desires recordation. If a "notice" or "short form" is recorded by either party, then at the end of the term, Lessee will execute and deliver to LCRC any document that LCRC may require to stating that this Lease Agreement has terminated and canceling the "notice" or "short form" from the public records.

**33. Successors and Assigns.**

Subject to the limitation on Lessee's right to assign, sublease or encumber, each party's agreements and obligations in this Lease Agreement shall be binding on and shall inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns.

**34. Hazardous Substances.**

Neither Lessee nor any other person or entity using or occupying any part of the Property by, through, or under Lessee, shall introduce or permit to be introduced any unlawful or

unpermitted levels of any asbestos, petroleum products, or hazardous, infectious, blood borne pathogens, or toxic materials, substances, or solid wastes (collectively, "**Hazardous Substances**") into the Property, the water supply or other utilities or drainage system supporting the Property, or any property adjoining the Property. Lessee shall assure that each of its employees and each other person that uses or operates in the Property by, through, or under Lessee has completed blood borne pathogen training and other training and certification reasonably required by LCRC before the person commences any research operations. With respect to Hazardous Substances, if any, that are necessary for the normal operation of the Permitted Use, Lessee shall comply, at its expense, with all applicable Laws pertaining to the transportation, storage, handling, treatment, emission, use, or disposal of these Hazardous Substances, including, without limitation, the obtaining of all necessary permits, and in no event shall Lessee dispose of Hazardous Substances on the Property (except that LCRC will comply with its obligations set out in Section 9 of this Lease Agreement with respect to the disposal of biohazardous materials placed in the receptacles designated for this purpose by LCRC). Lessee shall furthermore indemnify, defend and hold harmless LCRC, the Property Manager, and their respective employees, agents, and representatives from and against any penalties, claims, injunctions, suits, causes of action, costs and fees, including reasonable attorneys' fees, arising from or connected with any Hazardous Substances that are on or about the Property by reason of Lessee, any person or entity using or occupying the Property by, through, or under Lessee, or any of their respective employees, agents, or contractors (except that Lessee will not be responsible for LCRC's failure to comply with its obligations with respect to biohazardous materials placed in the receptacles designated for this purpose by LCRC as set out in Section 10 of this Lease Agreement). This provision shall survive the termination of this Lease Agreement.

### **35. Rules and Regulations.**

Lessee and all persons or entities using or occupying the Property by, through, or under Lessee shall comply with all reasonable rules and regulations that LCRC may from time to time adopt for the safe, orderly, cooperative, and cost efficient administration, and daily operations and use of the Common Areas and other parts of the Property by its tenants and Lessees, and Lessee shall use its best efforts to have all of its employees and invitees and all employees and invitees of persons or entities using or occupying the Property by, through, or under Lessee comply with these rules and regulations. Such rules and regulations shall be applicable on a uniform basis to all occupants of the Property. LCRC will give Lessee at least 10 days written notice of all rules and regulations and all changes to the rules and regulations when they are promulgated.

### **36. Force Majeure.**

Whenever a period of time is herein prescribed for action to be taken by LCRC or Lessee, LCRC or Lessee shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to any of the following (the term "**Force Majeure**" will mean any of the events or circumstances described in (a) through (d) below): (a) act of God, landslide, lightning, earthquake, hurricane, tornado, flood, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (b) labor dispute or strike; (c) order or judgment of any governmental authority, if not the result of willful or negligent action of the party seeking to invoke Force Majeure; or (d) adoption of or change in any Laws after the date of execution of this Lease

Agreement, which causes a delay in the performance of the obligations of the party seeking to invoke force majeure. However, neither party shall be obligated to recognize any delay caused by Force Majeure unless the party claiming Force Majeure shall, within thirty (30) Business Days after it is aware of the existence of the event of Force Majeure and aware that the event of Force Majeure will delay performance of an action that is to be taken by that party under this Lease Agreement, notify the other party thereof.

**37. Parking.**

During the term of this Lease Agreement, LCRC will permit Lessee's employees to lease unreserved parking spaces within the Property's parking areas in the locations designated by LCRC from time to time, subject at all times to availability and to Section 6 of this Lease Agreement. The charge for this parking shall be billed to the individual employees leasing parking spaces.

**38. Miscellaneous.**

The section and paragraph captions and headings are for convenience of reference only and in no way shall be used to constitute or modify the provisions set forth in this Lease Agreement. The term "days" will mean calendar days unless "business days" are stated. "**Business Days**" will mean days on which banks in the parish in which the Premises are located are open for business, and which are not State holidays. This Lease Agreement shall be governed by and construed in accordance with Louisiana law. All terms and words used in this Lease Agreement, regardless of their number and gender, shall be deemed and construed to include any other number, singular or plural, and any other gender masculine, feminine, or neuter, as the context may require.



**IN WITNESS WHEREOF**, LCRC and Lessee have caused this Lease Agreement to be executed in their respective names and by their proper officers thereunto duly authorized, on the dates set forth herein below.

**“LCRC”  
WITNESSES:**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name** \_\_\_\_\_

**LOUISIANA CANCER RESEARCH  
CENTER OF L.S.U. HEALTH  
SCIENCES CENTER IN NEW  
ORLEANS/TULANE HEALTH  
SCIENCES CENTER**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“LESSEE”  
WITNESSES:**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE (“Lessee”)**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

10-26-2018

**EXHIBIT "A"**  
**LAND**

**LOT X**

THAT PORTION OF GROUND together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, in Square 432, bounded by Tulane and South Claiborne Avenues, Gravier and South Derbigny Streets, which portion of ground is designated as Lot "X" on a plat of survey made by Gandolfo, Kuhn & Associates, C.E. & S., dated May 31st, 1971, according to which, said portion of ground is more particularly described as follows:

From the corner of said square common to Tulane and South Claiborne Avenues, run along Tulane Avenue, in the direction of South Derbigny Street, a distance of 70 feet, 3 inches, 6 lines to the point of beginning proper. Thence, from said point, run along Tulane Avenue, 81 feet 10 inches towards South Derbigny Street; thence parallel with South Derbigny Street, 120 feet, 2 inches, 6 lines towards Gravier Street; thence parallel with Tulane Avenue, 14 feet, 9 inches, 1 line towards South Derbigny Street; thence parallel with South Derbigny Street, 27 feet, 2 inches, 4 lines towards Gravier Street; thence parallel with Tulane Avenue, 122 feet, 2 inches, 7 lines to South Derbigny Street; thence along South Derbigny Street 282 feet 00 inches 5 lines to the corner of Gravier Street; thence along Gravier Street 119 feet, 9 inches, 1 line to the corner of South Claiborne Avenue, thence along South Claiborne Avenue 306 feet, 8 inches, 6 lines towards Tulane Avenue; thence parallel with Tulane Avenue 22 feet, 10 inches, 6 lines towards South Derbigny Street; thence parallel with South Derbigny Street, 120 feet 2 inches 6 lines to Tulane Avenue, and the Point of Beginning.

**LOTS 5 AND 6**

That portion of ground, together with all the buildings and improvements thereon, situated in the FIRST DISTRICT of the City of New Orleans, in SQUARE NO. 432, bounded by Tulane Avenue, South Claiborne Avenue, Gravier Street and South Derbigny Street, designated as LOTS 5 and 6, more particularly described as follows, to wit:

Lots 5 and 6 adjoin each other and measure each twenty-seven feet, two inches, seven lines (for a total of fifty-four feet, four inches, fourteen lines) front on Tulane Avenue, same width in the rear, by a depth of one hundred twenty feet between equal and parallel lines; Lot 5 lies nearer to and commences one hundred fifty-two feet, one inch, six lines from the corner of Tulane Avenue and South Claiborne Avenue. According to plan of survey made by S.Z.S. Consultants, Inc., dated May 27, 2003, said lots have the same location, designation and measurements as set out above.

The improvements thereon bear the Municipal No. 1716 and 1718 Tulane Avenue, New Orleans, LA 70119.

**LOTS 7, 8, 9, AND 10**

Parcel 1: That portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in the First District of the City of New Orleans, in Square 432, bounded by Tulane and Claiborne Avenues, Gravier and Derbigny Streets, designated by the numbers Seven and Eight, adjoining and measuring each twenty-seven feet and three inches front on Tulane Avenue, by a depth of one hundred and twenty feet, between parallel lines, all according to a sketch of survey made by E. L. Eustis, Deputy City Surveyor, dated January 25, 1926, a blue print of which is annexed to an act passed before Elmer Grima, Notary Public, on February 21, 1926.

The improvements on said lots bear the municipal numbers 1724-26-28 Tulane Avenue.

Parcel 2: A lot of ground situated in the same district and square as the above-described property, measuring twenty-seven feet and three inches front on Tulane Avenue by a depth and front on S. Derbigny Street of one hundred and twenty feet, between parallel lines, forming the corner of Tulane Avenue and S. Derbigny Street, all as per plan of A. DeArmas, Surveyor, dated March 30, 1870, and deposited as plan No. Twenty-Six in the office of Andrew Hero, Jr., Notary Public.

The building on said lot bears the municipal No. 1732 Tulane Avenue.

According to a plat of survey by William L. Case, Surveyor, dated December 20, 1949, revised November 7, 1950, lots Seven, Eight and Nine adjoin each other and measure together eighty-one feet, nine inches (title), and eighty-two feet, eight inches, three lines (actual) front on Tulane Avenue, same in width in the rear by a depth and front on S. Derbigny Street of one hundred twenty feet between equal and parallel lines.

Parcel 3: That portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, in Square No. 432, bounded by S. Derbigny and Gravier Streets and S. Claiborne and Tulane Avenues, designated as Lot No. 10 on a survey made by E. G. Stewart, Surveyor, dated July 28, 1947, redated October 20, 1961, July 12, 1966 and January 24, 1967, according to which said lot commences at a distance of one hundred twenty feet (title), and one hundred twenty feet, five inches, three lines (actual) from the corner of South Derbigny and Tulane Avenue and measures thence twenty-seven feet front on the South Derbigny Street, has a width in the rear of twenty-seven feet (title), and twenty-seven feet, two inches, and five lines (actual) by a depth of equal lines of the one hundred twenty feet, seven inches, and two lines.

The improvements bear the municipal number of 418 S. Derbigny Street.

According to a current survey by John E. Walker, C.E., dated August 19, 1991, Lots 7, 8 and 9 are located at the corner of Tulane Avenue and S. Derbigny Street, and measure in the aggregate 82.8.2 feet front on Tulane Avenue by a depth and second front on S. Derbigny Street of 147.5.3 feet, a depth on the (S. Claiborne Avenue) side of 120.10.5 feet, and a width in the rear of 82.8.2 feet.

Improvements on Lots 7 and 8 bear Municipal No. 1724/1728 Tulane Avenue.

**ACCORDING TO A PROPOSED RESUBDIVISION PLAN OF LOTS X, 1, 1, 5, 6, 7, 8, AND 9 & 10 INTO LOT L BY THE OFFICE OF GANDOLFO KUHN, L.L.C., DATED SEPTEMBER 20, 2007, JOB NO. 596-21; DRAWING NO. V-2, SAID LOTS ARE ALSO DESCRIBED TOGETHER AS FOLLOWS:**

**LOT L**

A CERTAIN PORTION OF GROUND; all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the First Municipal District of the City of New Orleans, in square 432, bounded by Tulane Avenue, South Claiborne Avenue, Gravier Street, and South Derbigny Streets; designated as Lot L as shown on a proposed plan of resubdivision by the office of Gandolfo Kuhn L.L.C. dated September 20, 2007, drawing number V-2 and is more particularly described as follows:

Begin at the intersection of the easterly line of South Derbigny Street and the southerly line of Tulane Avenue.

Thence in easterly direction along the southerly line of Tulane Avenue a distance of 289.14' to a point on the westerly line of South Claiborne Avenue;

Thence in a southerly direction, along the westerly line of South Claiborne Avenue, at an angle to the left of 79°45'20" a distance of 425.96' to a point on the northerly line of Gravier Street;

Thence in a westerly direction, along the northerly line of Gravier Street, at an angle the left of 100°14'40" a distance of 119.76' to a point on the easterly line of South Derbigny Street;

Thence in a northerly direction, along the easterly line of Gravier Street, at an angle to the left of 102°35'30" a distance of 429.50' to the Point of Beginning. And containing 85,700 square feet.

LESS AND EXCEPT:

Lots 1 and 1  
Square 432  
First District  
Orleans Parish, Louisiana

A CERTAIN PORTION OF GROUND; all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the First Municipal District of the City of New Orleans, in square 432, bounded by Tulane Avenue, South Claiborne Avenue, Gravier Street, and South Derbigny Streets; comprised of Lots 1 and 1 as shown on a proposed plan of resubdivision by the office of Gandolfo Kuhn L.L.C. dated September 20, 2007, drawing number V-2 and is more particularly described as follows:

Begin at the intersection of the southerly line of Tulane Avenue and the westerly line of South Claiborne Avenue;

10-26-2018

Thence in a southerly direction, along the westerly line of South Claiborne Avenue, a distance of 119.23' (118.08' title) to a point;

Thence in a westerly direction, at an angle the left of  $100^{\circ}14'50''$  a distance of 22.90' (22.92' title) to a point;

Thence in a northerly direction, at an angle to the left of  $102^{\circ}35'20''$  a distance of 120.23' (120' title) to a point on the southerly line of Tulane Avenue;

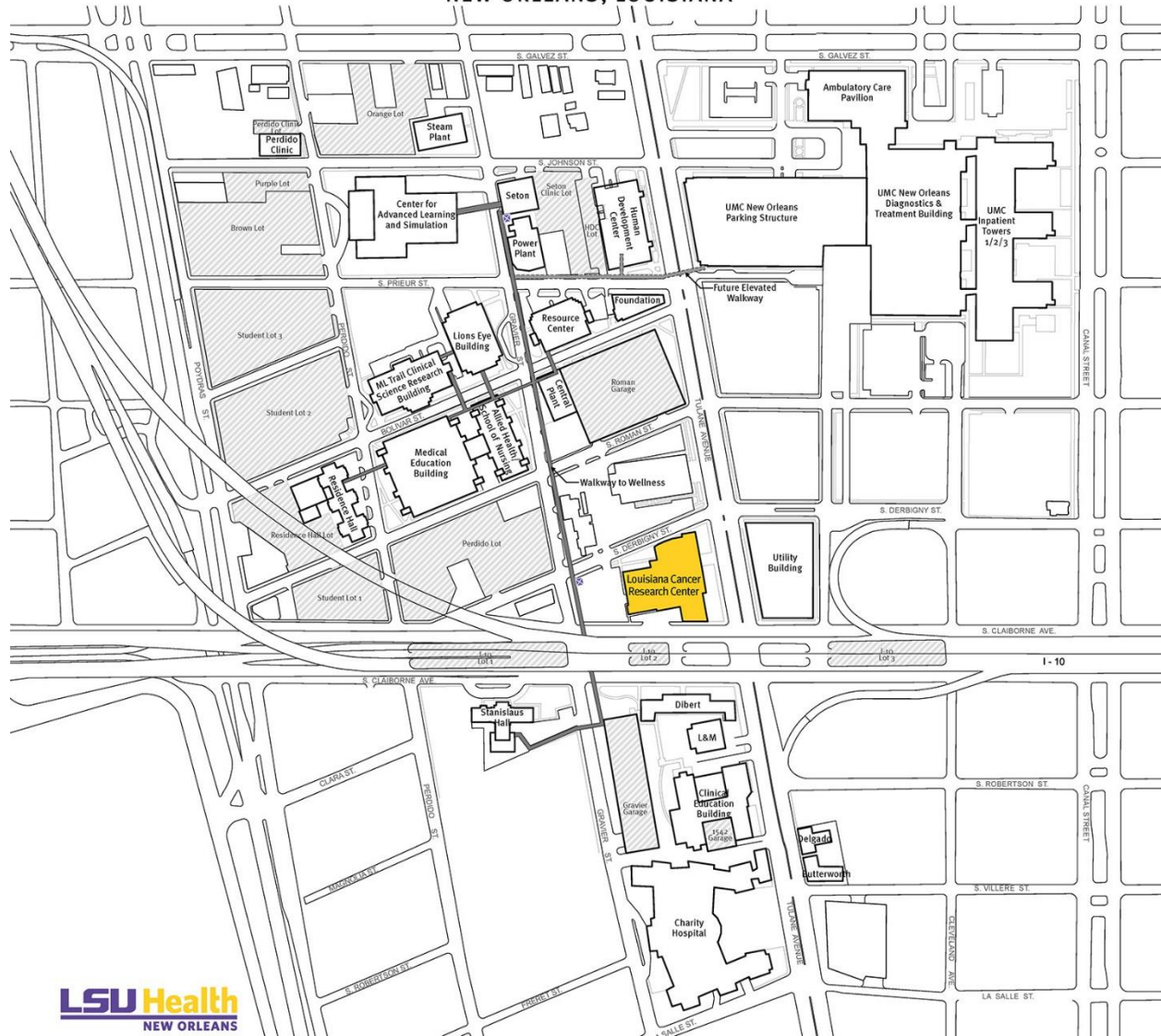
Thence in an easterly direction, along the southerly line of Tulane Avenue, at an angle to the left of  $77^{\circ}24'30''$  a distance of 70.31' (69.67' title) to the Point of Beginning. And containing 5,468 square feet.

**EXHIBIT A**  
**PROPERTY TO BE LEASED**

**LOUISIANA CANCER RESEARCH CENTER LOCATION** Building is located in the LSU Health New Orleans Downtown Campus on square 498, in the First Municipal District of New Orleans, LA

Figure 1. LSU Health New Orleans  
Downtown Campus Map

**LSU HEALTH DOWNTOWN CAMPUS MAP**  
**NEW ORLEANS, LOUISIANA**



The property to be leased consists of 1 parcel on SQ 432 in the First Municipal District, City of New Orleans, Parish of Orleans, State of Louisiana. A single parcel has been formed by combining all lots within SQ 432. The area measures approximately 85,700 SF (1.97 acres). The address recognized by the City of New Orleans is 1710 Tulane Avenue, New Orleans, Louisiana 70112. (See Figure 2, next page)

Figure 2. Property to be Leased is Located on SQ 432 in New Orleans, Louisiana





10-26-2018

**EXHIBIT "B"**  
**OCCUPIED SPACE**

# EXHIBIT B

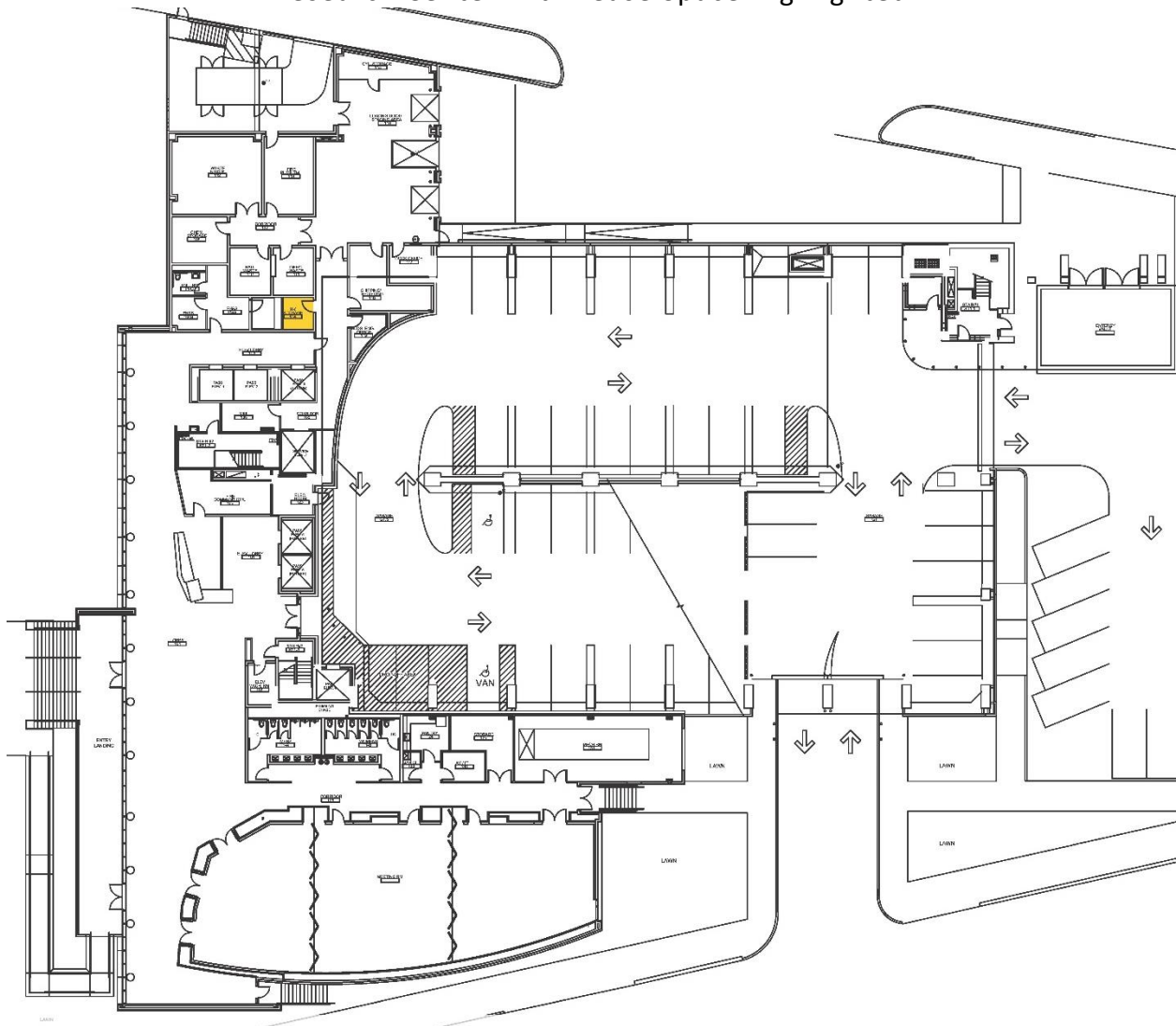
## PORTION OF THE BUILDING TO BE LEASED

SPACES TO BE LEASED are located on floors 1, 5 6, 9 and 10

Spaces will be leased on 5 different floors of the Louisiana Cancer Research Center and total 46,933 square feet. The space breakdown is stated in the following table and located on each floorplan in Figures 1-5.

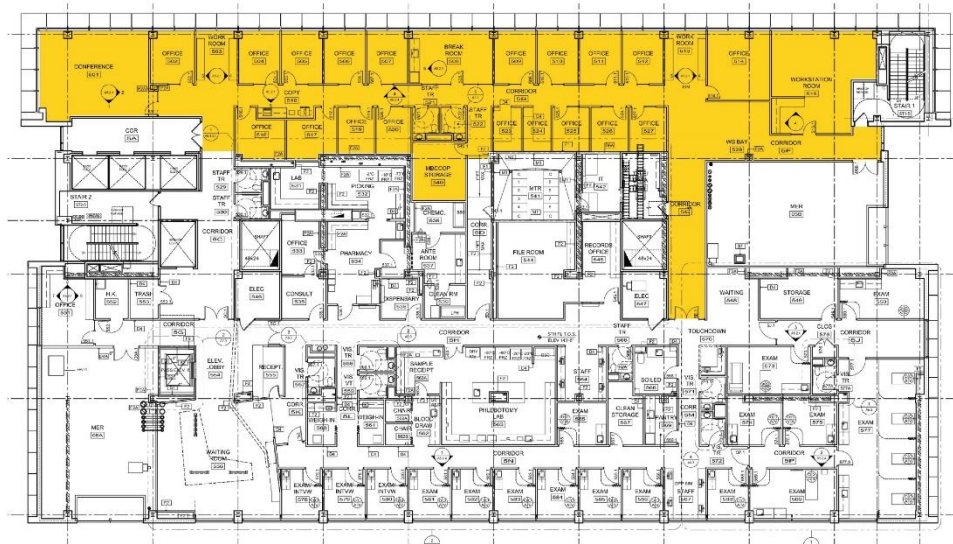
Floor One	66 SF
Floor Five	6,195 SF
Floor Six	11,261 SF
Floor Nine	18,608 SF
Floor Ten	10,803 SF
Total	<u>46,933 SF</u>

Figure 1. First Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



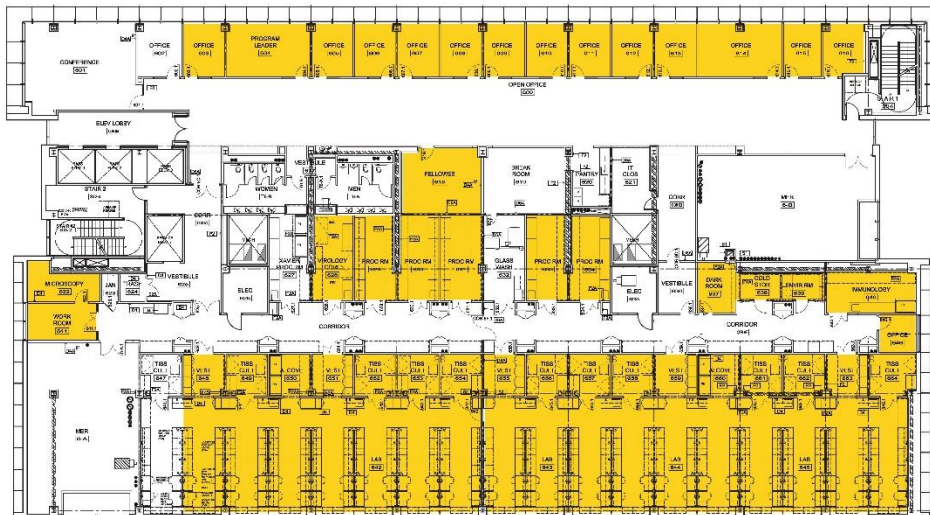
FLOOR ONE

Figure 2. Fifth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



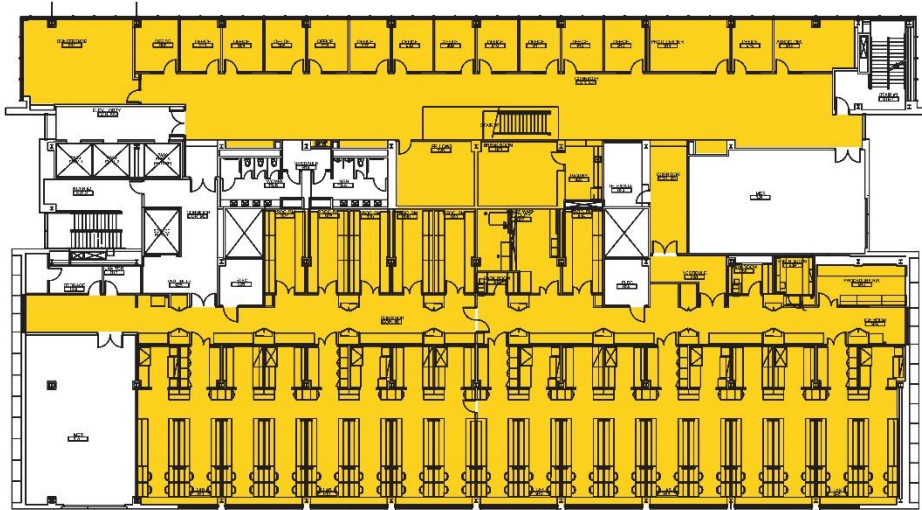
**FLOOR FIVE**

Figure 3. Sixth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



**FLOOR SIX**

Figure 4. Ninth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



**FLOOR NINE**

Figure 5. Tenth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



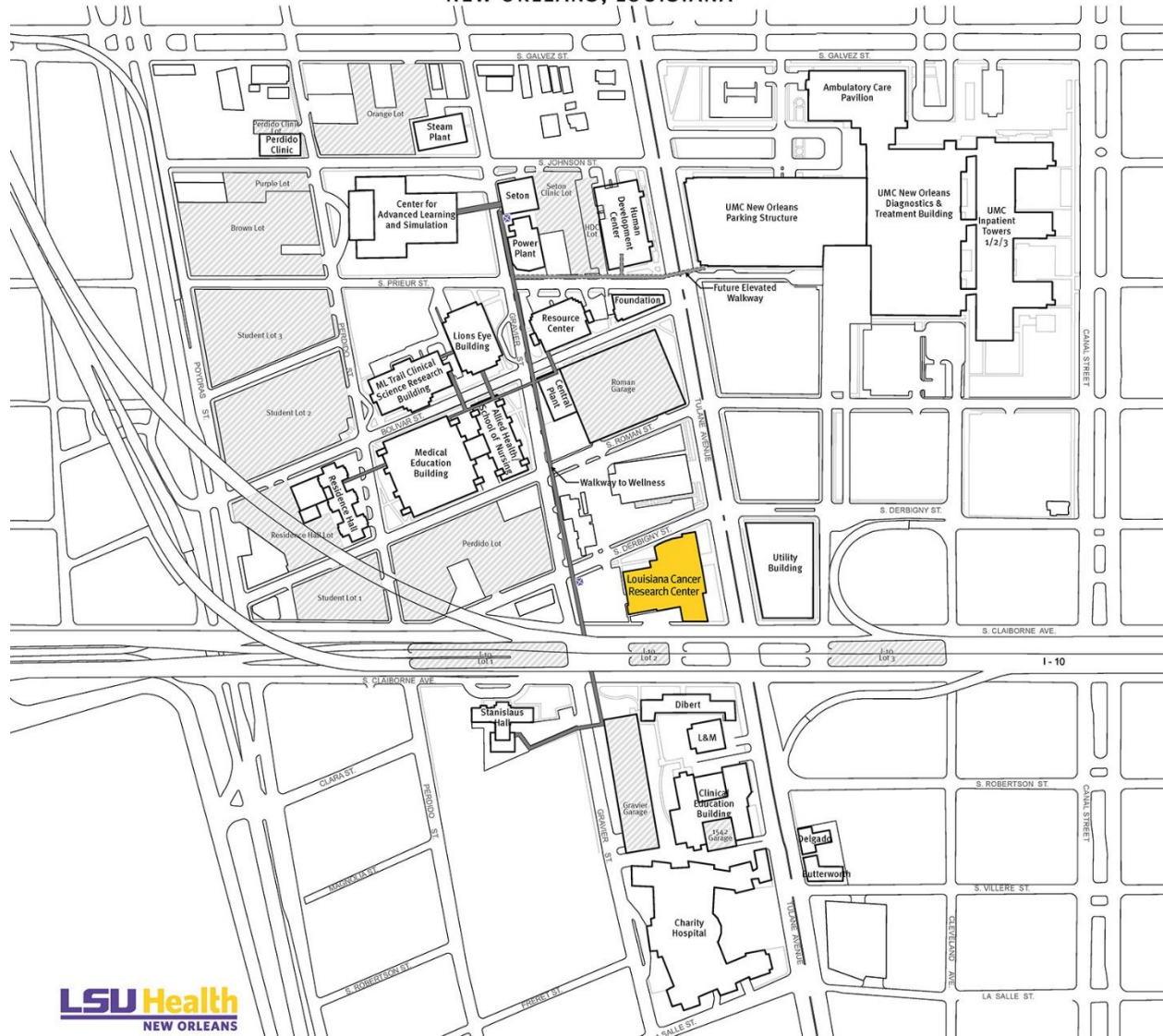
**FLOOR TEN**

**EXHIBIT A  
PROPERTY TO BE LEASED**

**LOUISIANA CANCER RESEARCH CENTER LOCATION** Building is located in the LSU Health New Orleans Downtown Campus on square 498, in the First Municipal District of New Orleans, LA

Figure 1. LSU Health New Orleans  
Downtown Campus Map

**LSU HEALTH DOWNTOWN CAMPUS MAP  
NEW ORLEANS, LOUISIANA**



The property to be leased consists of 1 parcel on SQ 432 in the First Municipal District, City of New Orleans, Parish of Orleans, State of Louisiana. A single parcel has been formed by combining all lots within SQ 432. The area measures approximately 85,700 SF (1.97 acres). The address recognized by the City of New Orleans is 1710 Tulane Avenue, New Orleans, Louisiana 70112. (See Figure 2, next page)

Figure 2. Property to be Leased is Located on SQ 432 in New Orleans, Louisiana



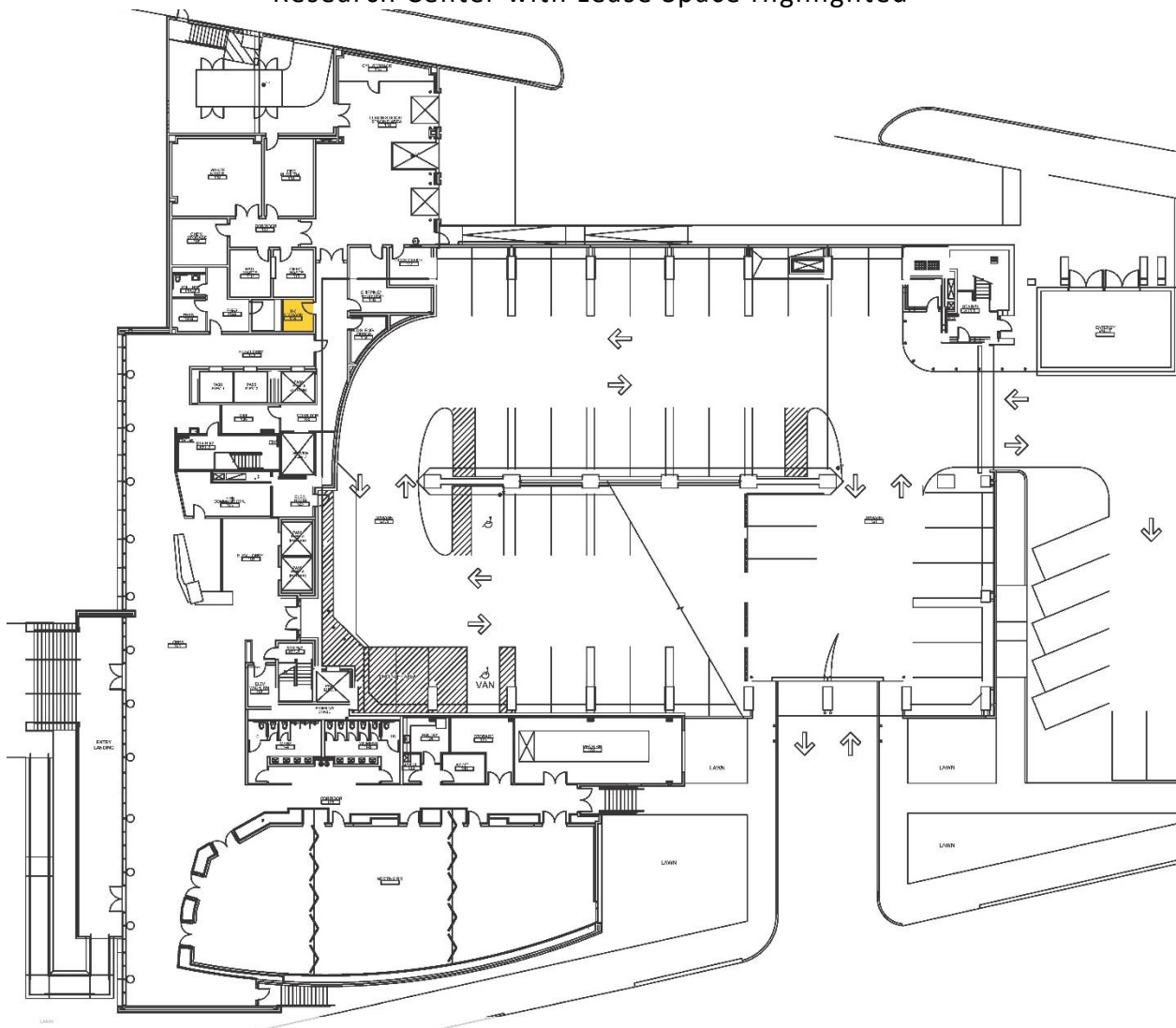
## EXHIBIT B PORTION OF THE BUILDING TO BE LEASED

**SPACES TO BE LEASED** are located on floors 1, 5 6, 9 and 10

Spaces will be leased on 5 different floors of the Louisiana Cancer Research Center and total 46,933 square feet. The space breakdown is stated in the following table and located on each floorplan in Figures 1-5.

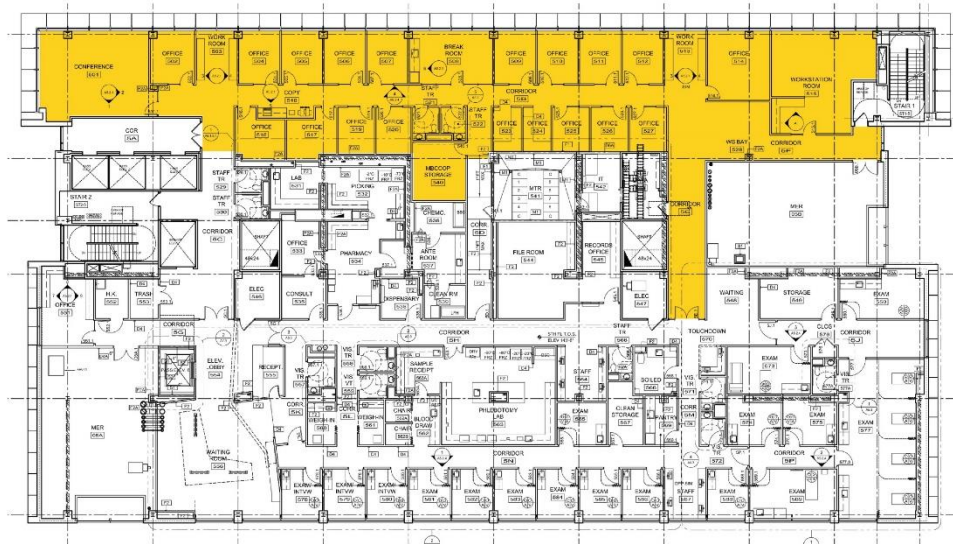
Floor One	66 SF
Floor Five	6,195 SF
Floor Six	11,261 SF
Floor Nine	18,608 SF
Floor Ten	10,803 SF
Total	<u>46,933 SF</u>

Figure 1. First Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



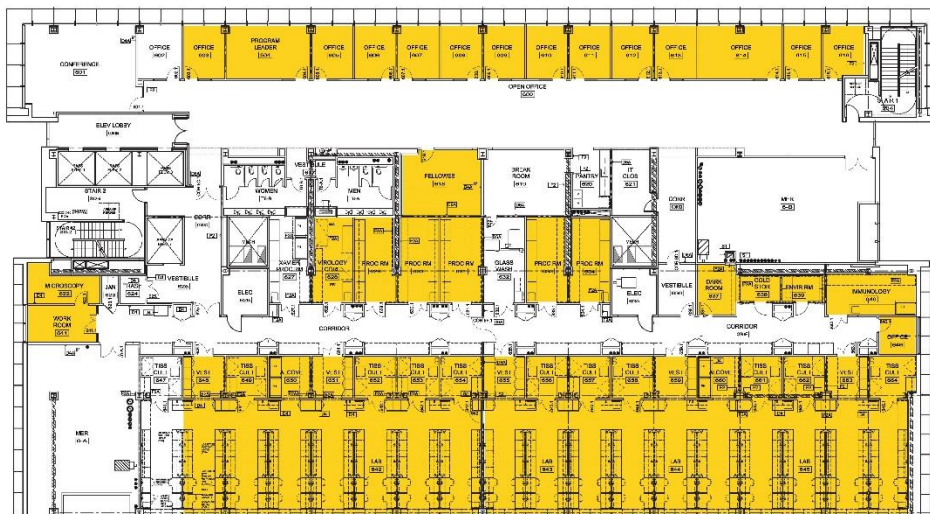
FLOOR ONE

Figure 2. Fifth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



**FLOOR FIVE**

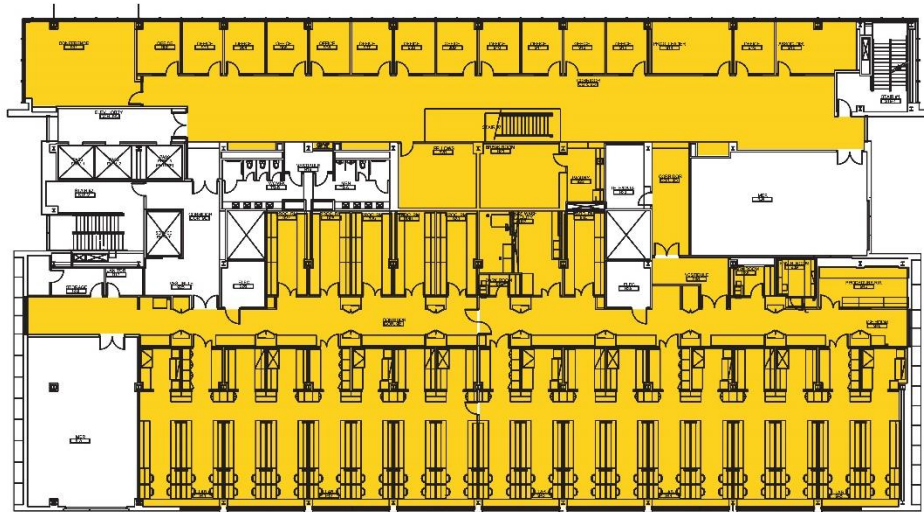
Figure 3. Sixth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



**FLOOR SIX**

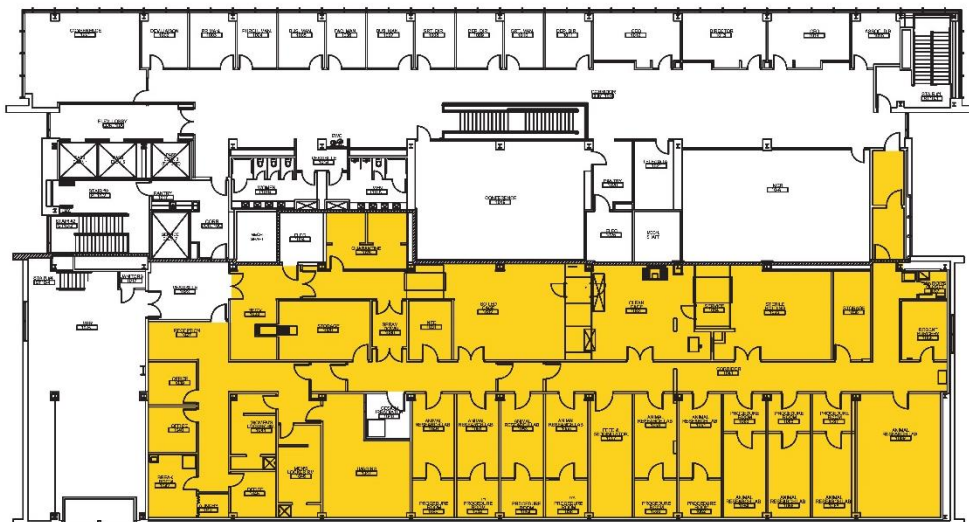


Figure 4. Ninth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



**FLOOR NINE**

Figure 5. Tenth Floor of the Louisiana Cancer Research Center with Lease Space Highlighted



**FLOOR TEN**



**Request from LSU Health Sciences Center - Shreveport to Amend the  
FY 2019-2020 Capital Outlay Budget Request for Louisiana State  
University to Include the Center for Medical Education and Wellness  
Project**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 2:

B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

**1. Summary of Matter**

At its September 7, 2018 meeting, the Board of Supervisors approved the FY 2019-2020 Capital Outlay Budget Request for Louisiana State University in accordance with state law and established procedures.

LSU Health Sciences Center – Shreveport requests the “**Center for Medical Education and Wellness**” project be included in the FY 2019-2020 Capital Outlay Budget Request in the “New” project category. Approximately \$28,000,000 in state funds will be requested to match \$28,000,000 in private funds for a total project cost of \$56,000,000.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

Not applicable.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

Not applicable.

**7. Related Transactions**

Not applicable.

**8. Conflicts of Interest**

None

## ATTACHMENTS

- I. Project Summary Sheet
- II. Preliminary Site Plan

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2019-2020 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to include the project listed below:

**LSU Health Sciences Center – Shreveport**

Project Title: Center for Medical Education and Wellness

Category: New Project

Total Project Cost: \$56,000,000 [\$28,000,000 State Funds + \$ 28,000,000 Private Funds]

## FY2019-2020 CAPITAL OUTLAY PROJECT SUMMARY SHEET

**Institution:** LSU Health Sciences Center – Shreveport  
**Name of Project:** Center for Medical Education and Wellness  
**Year Project Originally Requested by Institution/System:** 2018

LSU Health Sciences Center - Shreveport finds itself in an environment of rapid technical advancement and vigorous competition from other medical teaching institutions for Louisiana's brightest and best students. Our state and our students deserve the facilities and resources to compete nationally and internationally in this increasingly competitive environment. The proposed building will allow more Louisiana students to stay in state for their medical education by expanding the School of Medicine class size to 200 students. While we have already invested in renovation in the current School of Medicine to increase class size to 150, this simply is not enough progress to match our commitment to address the physician shortfall which is increasing with each passing year as more baby boomer physicians retire and the aging population increases. The enhanced technology and learning environment delivered by a new facility is essential for LSU Health Shreveport to maintain the standard of excellence we have established and maintained to date. To this end, it is incumbent upon us to provide a facility that will give the students an appropriate place for study, learning, training, research, wellness, dining and the IT support required in this more demanding learning environment. The enhancements provided by the proposed building are essential to give our students the best opportunity to be the leaders in the medical field that we have become accustomed to producing. LSU Health Shreveport is a vital component of the economy in North Louisiana and the entire State of Louisiana, and will play an irreplaceable role in addressing the physician shortage in Louisiana. Of importance is the fact that the proposed building will fully satisfy the 2014 LCME finding of Noncompliance of Element 5.11, which addresses study space, secure storage for students, lounge areas, etc., as well as the findings by the LCME inspection team that current recreational space is strained by student demand. While interim solutions are in place, the proposed facility will insure long-term compliance. The proposed new building will also free up space in the School of Medicine allowing functions/offices currently housed in the hospital and clinics to relocate.

### **Proposed Building Space Program Components:**

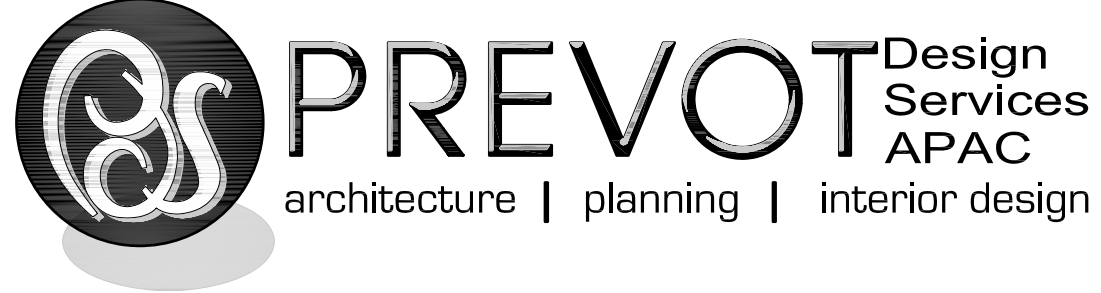
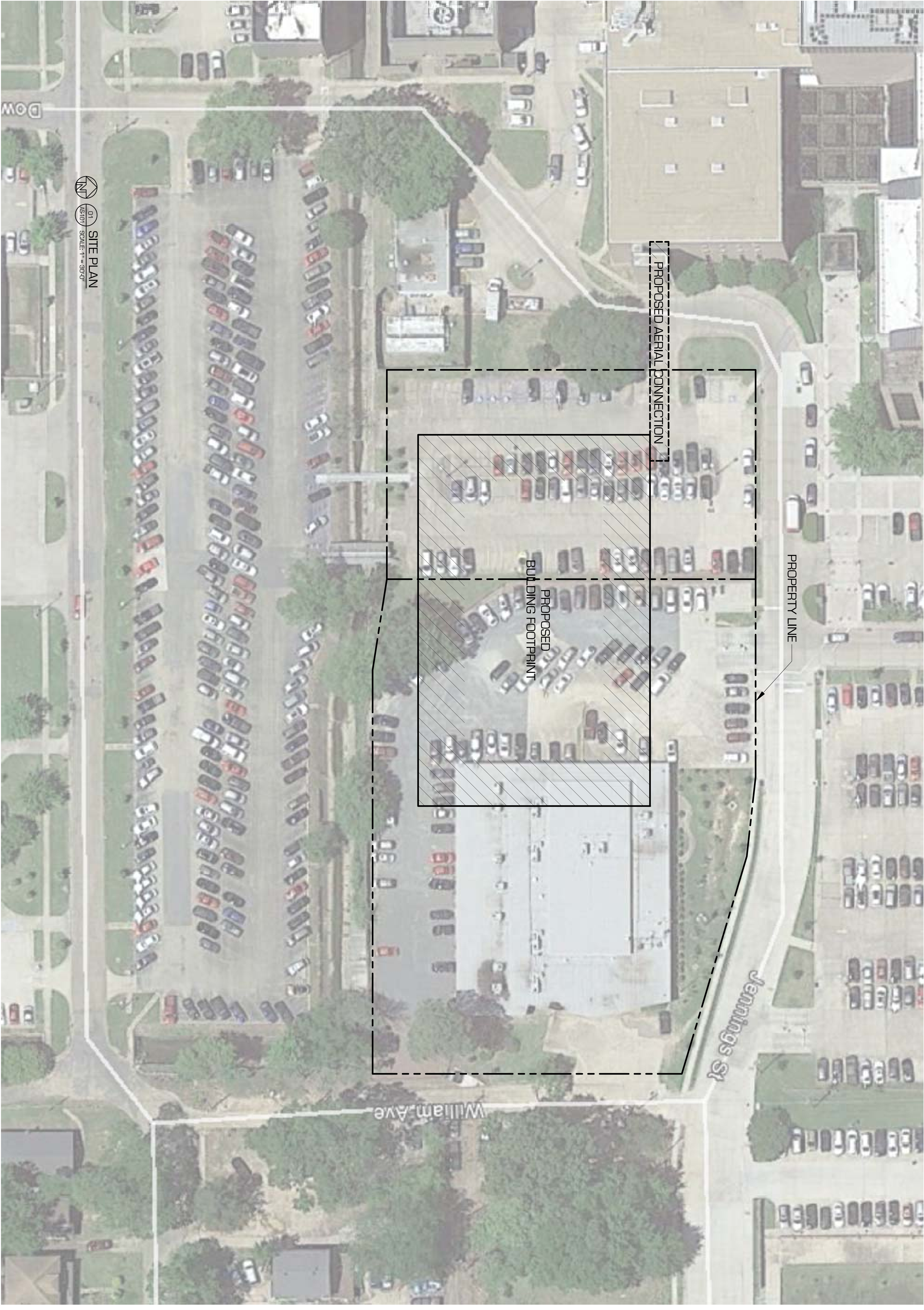
- Wellness Center and indoor 25-yard lap pool with dressing and locker rooms
- 500 Seat Auditorium for large gatherings such as White Coat Ceremony and Match Day. This facility could also be used for other purposes by the school and Northwest Louisiana community.
- (2) Assembly Hall/Large Classrooms for lectures, presentations and multi-purpose programming
- Small Group Rooms for student gathering and studying
- Faculty Club for Dining and Entertaining
- Required Student Locker spaces to accommodate the anticipated increases in student enrollment
- Catering Kitchen and Dining area
- Recreation space for Students
- Medical Education Staff Offices, Faculty Offices, and Student Affairs Offices
- IT Support, Café, and Office to assist students

**FY2019-2020 CAPITAL OUTLAY PROJECT SUMMARY SHEET**

- Clinical Exam Rooms
- Standardized Patient Exam Rooms and support spaces
- Operating Room Simulation Suite
- Adult Simulation Suite
- Pediatric Simulation Suite
- OB/GYN Simulation Suite
- Neonatal Simulation Suite
- Multi-patient hospital settings EX: ICU, post-op recovery
- Debriefing Rooms
- Clinical Examination Suite
- Large and small Skills Labs. Small labs are used for task training such as suturing and IV administration, whereas large skill labs are used when large equipment is involved in teaching skills
- Administrative Staff Offices and support spaces
- Additional Shell space for future build-out
- Building will be multi-story construction – Core to be provided with elevators, stairs, HVAC chases, Electrical and IT distribution, Plumbing chases. It is anticipated that some of the building demands for domestic water, chilled water, steam, electrical capacity, and IT infrastructure can be provided by the existing campus physical plant.
- Site work to accommodate the new structure and to provide parking

**5 or 6 Story Option with 2 Shell Floors**

<b>Project Category:</b>	<b>New Construction</b>
<b>Project Cost:</b>	<b>50% General Obligation Bonds / 50% Private Funding</b>
<b>Construction Cost:</b>	<b>\$46,584,590</b>
<b>Survey, Design, Testing,</b>	
<b>Construction Administration:</b>	<b>\$4,658,459</b>
<b>Contingency:</b>	<b>\$4,658,459</b>
<b>TOTAL:</b>	<b>\$55,901,508</b>



Louisiana  
601 Spring Street | Suite A | Shreveport, LA 71101  
t: 318.227.9244 | f: 318.227.9044

Texas  
PO Box 130261 | Houston, TX 77219  
t: 281.501.2420

LSU HEALTH FOUNDATION  
EDUCATION BUILDING  
PROGRAM  
SHREVEPORT, LA

Consultant:

Scale:

PRELIMINARY  
NOT FOR  
CONSTRUCTION

Revisors:

Sheet Title:

SITE PLAN

Drawn By:

HAL

Checked By:

GKP

Project No.:

AD408.06

Project Phase:

SCHEMATIC DESIGN

Date:

OCTOBER 2018

Sheet No.:

AS-101



**Request from LSUHSC - NO to Authorize  
the President to Determine an Acceptable University Purpose for  
the Donation to the LSU Health Foundation New Orleans of  
Property in St. Tammany Parish**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 1:

B. The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation, or other mechanism.

**1. Summary of the Matter**

A single owner would like to donate three parcels of property to LSU Health Foundation, New Orleans ("LSUHF-NO"). The properties are located in Mandeville, Louisiana in the Parish of St. Tammany near the north end of the Causeway Bridge over Lake Ponchartrain. Two of the parcels are undeveloped land in the **Mariners Village Subdivision totaling 21.43 acres**. The third parcel is 7.6 acres and contains a marina.

Although LSUHF-NO has not finalized plans for utilization of the property at this time, its intent is to retain the donated property rather than to convert it immediately into cash. Pursuant to Section 6.3 of the Uniform Affiliation Agreement, this donation requires a determination of acceptable University purpose. This resolution is to delegate to the President (as provided for in Section 6.3 of the Uniform Affiliation Agreement) the authority to determine the Acceptable University Purpose for LSUHF-NO to accept the donation.

**2. Review of Business Plan**

Not Applicable.

**3. Fiscal Impact**

No significant fiscal impact is expected for LSU based on acceptance of this donation. The donation is being made free and clear of all encumbrances. The ultimate use of the property is undetermined at this time, but no future significant impact to LSU is anticipated.

**4. Description of Competitive Process**

Not Applicable.

**5. Review of Legal Documents**

The Act of Donation, legal survey and Phase I environmental study are underway. The donation will not be formally accepted until these documents have been prepared and/or reviewed by LSU's outside counsel. Additionally, the University's Office of General Counsel will review the final act of donation.

**6. Parties of Interest**

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College,  
LSU Health Science Center — New Orleans  
LSU Health Foundation, New Orleans  
Al Copeland, Jr.  
The Copeland Family Foundation

**7. Related Transactions**

None

**8. Conflicts of Interest**

None. The donation is made by a LSU Health Foundation Board member.

**ATTACHMENTS**

- I. Transmittal Letter from Chancellor Hollier
- II. Site Map of Location

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, in his capacity as President of Louisiana State University, or his designee, to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Health Foundation, New Orleans to Accept the donation of three parcels of immovable property located in St. Tammany Parish.





OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS  
SCHOOL OF DENTISTRY  
SCHOOL OF GRADUATE STUDIES  
SCHOOL OF NURSING  
SCHOOL OF MEDICINE IN NEW ORLEANS  
SCHOOL OF PUBLIC HEALTH

November 14, 2018

Dr. F. King Alexander  
President and Chancellor  
LSU System Office  
381 West Lakeshore Drive, Room 107  
Baton Rouge, LA 70808

Dear Dr. Alexander,

This is a significant board matter, pursuant to the Bylaws of the Louisiana State University Board of Supervisors Article VII, Section 9:

A.2 The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation, or other mechanism.

A single owner would like to donate three parcels of property to LSU Health Foundation, New Orleans ("LSUHF-NO"). The properties are located in Mandeville, Louisiana in the Parish of St. Tammany near the north end of the Causeway Bridge. Two of the parcels are undeveloped land in the Mariners Village Subdivision totaling 21.43 acres. The third parcel is 7.6 acres and contains a marina.

Although LSUHF-NO has not finalized plans for utilization of the property at this time, its intent is to retain the donated property rather than to convert it immediately into money. Pursuant to Section 6.4 of the Affiliation, this donation, therefore, constitutes an "onerous donation."

Under the Uniform Affiliation Agreement, the donation constitutes an onerous donation, as such the Board must determine an acceptable University purpose for LSUHF-NO to accept the donation. This resolution is to delegate to the President (as provided for in Section 6.3 of the Uniform Affiliation Agreement) the authority to determine the Acceptable University Purpose for LSUHF-NO to accept the donation.

LSU Health New Orleans is respectfully requesting approval of this acceptable university purpose. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

Handwritten signature of Larry Hollier, M.D.

Larry Hollier, MD  
Chancellor

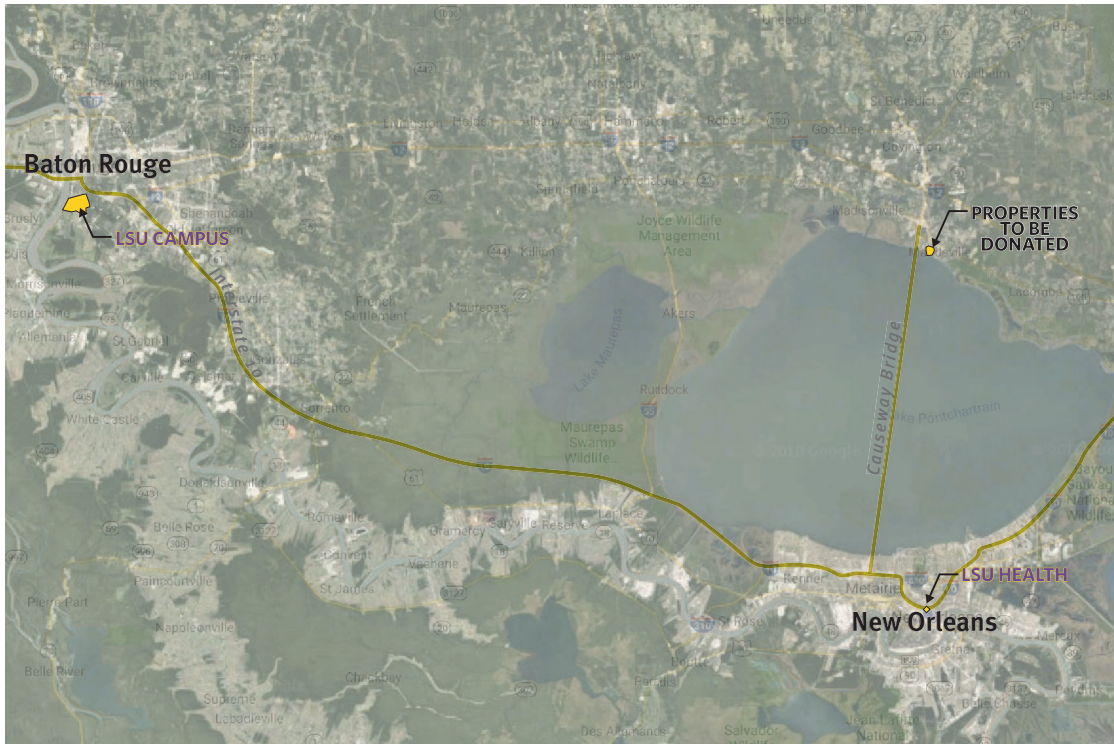
Enclosures

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER • 433 BOLIVAR STREET • SUITE 815 • NEW ORLEANS, LOUISIANA 70112-2223

PHONE (504) 568-4800 • FAX (504) 568-5177 • WWW.LSUHSC.EDU

# Property Donation

## THREE PARCELS IN ST. TAMMANY PARISH



A single owner would like to donate three parcels of property to LSU Health New Orleans. The properties are located in Mandeville, Louisiana in the parish of St. Tammany near the north end of the Causeway Bridge. Two properties are undeveloped land in the Mariners Village Subdivision totaling 21.42 acres. The third parcel 7.6 acres and has a marina.

The following page shows the parcels and presents detailed information regarding each one.

PARCEL OWNERSHIP INFORMATION



SUBDIVISION Mariners Village	Lot	Address	Owners's Name	Owners's Address	Area (SF)	Area (acres)
	C	0 Antibes St W	Mariners Village Properties, Inc. Copeland Investments	1001 Harimaw Ct S Metairie, LA 70001	279,966	6.43
	D	0 Antibes St W	Mariners Village Properties, Inc. Copeland Investments	1001 Harimaw Ct S Metairie, LA 70001	651,554	14.99
	U	0 Antibes St W	Mariners Village Marina, Inc. Copeland Investments	1001 Harimaw Ct S Metairie, LA 70001	330,985	7.60
					29.02	



**Request from LSU Alexandria to Approve an Employment Contract for Athletic Director Adam Jonson**

**To: Members of the Board of Supervisors**

**Date: December 7, 2018**

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**1. Summary of the Matter**

This resolution seeks approval of the proposed employment contract for Athletic Director Lucas Morgan. The key terms of the proposed contracts are summarized below:

<u>Contract Action</u>	<u>Term</u>		<u>Total Certain Compensation<sup>a</sup></u>		
	<u>Start</u>	<u>End</u>	<u>Current</u>	<u>Proposed</u>	<u>Overall Increase</u>
Extension	Dec. 1, 2018	June 30, 2021	\$73,528	\$83,528	13.6%

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The Athletic Department currently expects that \$73,528 will be funded from revenues generated by the Athletic Department and \$10,000 will be funded from the LSUA Foundation. No state general fund or tuition dollars are used.

**4. Review of Documents Related to Referenced Matter**

The Office of General Counsel has reviewed the proposed contracts.

**ATTACHMENTS**

- I. Memorandum of Agreement: Adam Jonson, Athletic Director

**RECOMMENDATION**

Based on the recommendation of the LSUA Chancellor, it is recommended that the Board authorize the President to sign the proposed contracts with the listed Athletic Director.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contracts with Adam Jonson as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



## Head Coach Signature Page

**Candidate Name:** Adam Jonson, LSUA Athletic Director

**Reviewed, No Objections**

A handwritten signature in blue ink that reads 'Daniel T. Layzell' over a horizontal line.

Daniel T. Layzell, Executive Vice President for Finance  
and Administration & CFO

---

Tom Skinner, LSU General Counsel

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

Approved by: \_\_\_\_\_

F. King Alexander, President      Date  
Louisiana State University and  
Agricultural and Mechanical College



Office of the Chancellor  
(318) 473-6444 · Fax: (318) 473-6480

8100 Highway 71 South  
Alexandria, LA 71302-9121

November 13, 2018

Mr. Adam Jonson  
4100 Mayflower Blvd  
Alexandria, LA 71303

Dear Mr. Jonson:

I am pleased to renew your contract as LSUA Athletic Director effective December 1, 2018, at an annual fiscal salary of \$83,528. This salary is broken down as \$73,528 from the Athletic Department and \$10,000 from the LSUA Foundation. In addition to the base salary stated above, you may earn additional funds throughout the course of the each fiscal year within this contract. These stipulations are as follows:

- The overall Athlete GPA average remains at 2.75 or higher at the end of each fiscal year (2019, 2020 and 2021). Reaching this goal will result in \$1,000 paid to you in supplemental funding.
  1. Additional \$250 in supplemental funding per team reaching a 3.0 or higher GPA
  2. Additional \$250 in supplemental funding for achieving each of the following: 2.80 overall department GPA, 2.90 overall department GPA, 3.0 overall department GPA
- Increase retention-rate of First-Time/Transfer athletes from Fall-to-Fall to be the same or higher than overall institution rate, as measured on census day of each fall semester. Reaching this goal will result in \$1,000 paid to you in supplemental funding.
- Obtain an overall satisfaction level of 3.5 or higher with University Academy (UA) at the end of each fiscal year (June 30, 2019; June 30, 2020; and June 30, 2021). Ratings based on a 4 question survey by both the Principal and the Board Chairman of the Academy. Ratings are as follows: 1 – Very Dissatisfied, 2 – Dissatisfied, 3 – Average, 4 – Satisfied, 5 – Very Satisfied. Reaching this goal will result in \$1,000 paid to you in supplemental funding.
- Excluding any direct university support, close out each fiscal year (2019, 2020, and 2021) without more than \$350,000 in budget overage. Reaching this goal will result in \$1,000 paid to you in supplemental funding.
- Ensure that each athletic team under the LSUA Athletics has a community service program and that each team have a minimum of three, documented community-service type events throughout the year. Reaching this goal will result in \$1,000 paid to you in supplemental funding.
- Realize a 20% increase in total fundraising for each fiscal year (2019, 2020, and 2021), including all team accounts as well as overall GAA fundraising. Reaching this goal will result in \$1,000 paid to you in supplemental funding.
- Achieve a regular season championship, conference tournament championship, or any other appearance in post conference play. Reaching this goal will result in \$500 per athletic team paid to you in supplemental funding.

- Achieve National Championships. Each National Championship achieved will result in \$1,000 paid to you in supplemental funding.

These stipulations are valid for each fiscal year (2019, 2020, and 2021). These employment incentives must be finalized and on file in the HRM office prior to June 30 of each year.

As a fiscal employee, your standard work week will be 40 hours per week and you will observe the same holidays as non-faculty employees. However, given the nature of the Athletic Department, it is understood that some weeks may vary in time worked depending upon athletic events and travel time.

If you choose to accept or not accept this offer, sign and return a copy of this letter by Thursday, November 15, 2018.

Sincerely,



Guiyou Huang, Ph.D.  
Chancellor

cc: Ms. Lynette Burlew

\*\*\*\*\*

I accept the offer and terms of employment.

I do not accept the offer and terms of employment.

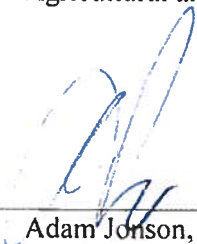
  
Adam Jonson

11/14/18  
Date


The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

By: \_\_\_\_\_ Date  
F. King Alexander, President  
Louisiana State University and  
Agricultural and Mechanical College

By:  \_\_\_\_\_ 11/14/18 Date  
Adam Jonson, Athletic Director  
Louisiana State University of Alexandria

RECOMMENDED:

 \_\_\_\_\_ 11/13/18 Date  
Guiyou Huang, Chancellor  
Louisiana State University of Alexandria





**VICE CHANCELLOR AND DIRECTOR OF ATHLETICS**

Louisiana State University • Department of Athletics

November 7, 2018

To: F. King Alexander,  
LSU President

From: Joe Alleva,  
Vice Chancellor and Director of Athletics

A handwritten signature in black ink, appearing to read "Alleva", with a long horizontal line extending to the right.

RE: Post season additional compensation for Football Bowl Game

Attached is a recommended consent agenda item for the December 2018 Board of Supervisors meeting.

The 2018 LSU Football team has qualified for post season play. The LSU Athletic Department does not receive a formal bowl invitation until after the SEC Championship Game. This year's Championship Game is on Saturday, December 1st which is less than one week before the December Board of Supervisors meeting. Additional compensation is dependent on which bowl invitation the University accepts.

For the past several years, a similar resolution was passed by the Board to authorize the LSU President, or his designee, to approve applicable compensation in accordance with the Provisions for Additional Compensation approved by the Board or individual coach's contract provisions. This item was included on the Consent Agenda portion of the Board of Supervisors Agenda.



Authorization of the LSU President to Approve Football Post-Season Additional Compensation in Accordance With Existing Board Policy or Coaches' Contracts

**WHEREAS**, the LSU President recommends that the Board authorize the President to approve additional compensation for Athletics Department personnel in accordance with the Provisions for Additional Compensation for Coaches and Athletics Department Staff that was approved by the Board on June 29, 2018 or contract provisions included in the head coach and assistant coaches contracts.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes Dr. F. King Alexander, LSU President, or his designee, to approve the applicable additional compensation for the post season football game in accordance with the Provisions for Additional Compensation previously approved by the Board on June 29, 2018 or contract provisions included in the head coach and assistant coaches contracts (**Copy of the policy and contracts are on file in the Board of Supervisors Office**).

INDEX REGULAR BOARD MEETING  
NOVEMBER 2, 2018

Regular Meeting

1.	Call to Order and Roll Call	1
2.	Invocation and Pledge of Allegiance	1
3.	Approval of the Minutes of the Board Meeting held on October 4, 2018	2
4.	Reports from Council of Staff Advisors and Council of Faculty Advisors	2
5.	President's Report	2
6.	Reports to the Board	3
7.	Committee Reports	3-5
8.	Chairman's Report	5
9.	Adjournment	5

MINUTES  
REGULAR BOARD MEETING OF NOVEMBER 2, 2018

The Board of Supervisors convened two meetings on November 2, 2018. In the morning, the Board deliberated proposed changes to the Bylaws and Regulations. In the afternoon, the Board took actions typical of previous Regular Meetings.

1. Call to Order and Roll Call

James Williams, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the University Administration Building in Baton Rouge, Louisiana on November 2, 2018.

The secretary called the roll.

PRESENT:

Mr. James Williams, Chair  
Ms. Mary L. Werner, Chair-elect  
Mr. Stephen Perry, Past Chair  
Mr. Ronnie Anderson  
Mr. Glenn Armentor  
Mr. B. Wayne Brown  
Mr. Jack "Jay" Blossman  
Mr. Blake Chatelain  
Mr. Robert S. Dampf  
Ms. Valencia Sarpy Jones  
Mr. Stewart Lockett  
Mr. Lee Mallett  
Mr. James W. Moore  
Mr. Rémy Voisin Starns  
Mr. Jimmie M. Woods  
Mr. Robert "Bobby" Yarborough

ABSENT:

There were no absent Board members.

Also present for the meeting were the following: Dr. F. King Alexander, President of LSU; Mr. Tom Skinner, General Counsel; LSU officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

Public Comments

There were no public comments.

2. Invocation and Pledge of Allegiance

Dr. Daniel Hsia gave the Invocation. Dr. Melissa Erickson led the Pledge of Allegiance.

Dr. Melissa Erickson and Dr. Daniel Shaw delivered reports of Diabetic Research for the Pennington Biomedical Research Center.

3. Approval of the Minutes of the Board Meeting held on October 4, 2018

Upon motion of Mr. Yarbrough, seconded by Mr. Anderson, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on September 7, 2018.

4. Reports from Council Staff Advisors and Council of Faculty Advisors

Dr. Ken McMillian, Council Faculty Advisor, briefly reported on the following topics: authorization of freedom of speech, hazing policy, faculty sabbatical, faculty personnel search, invitation to National Council of Faculty Senate, admission processes, web-based initiatives and graduate student intellectual property.

Tammy McMillian, Council Staff Advisor, informed the board of the following:

Staff Resolution 17-01 currently establishes six of the 17 lactation stations on the main campus. Information will soon be released for the Tiny Tigers initiative.

The Staff Senate unanimously voted on Resolution 18-01, which establishes a protocol of support and recognition for a deceased faculty or staff member.

Preparing to host Holiday on Campus.

Raise funds for scholarship program

HRM for additional benefits for the wellness program.

5. President's Report

Dr. F. King Alexander, President of LSU, recognized Dr. Herman Soong and his wife Connie, for their \$10.1 million contribution to the LSU Vet Med School; the largest in the school's history. The contribution will provide a good Samaritan fund, a minority scholarship program and an oncology professorship.

Dr. Alexander reported the Behind the Ballot Campaign.

Dr. Alexander recognized Stewart Lockett, LSU student government representative, for participating in the National Governors Association meeting.

Dr. Alexander recognized the 30<sup>th</sup> anniversary of the Pennington Biomedical Research Center.

Dr. Alexander noted the progress of the Ochsner/LSU Health Sciences Center of Shreveport partnership.

Dr. Alexander and Stuart Lockett, introduced Christina Black, Student Government Senate Speaker of the House, who discussed the student fee assessment for Student Media and Performance Arts.

Dr. Alexander reported on hosting the First Annual First Generation Day.

Dr. Alexander announced the departure of LSU Eunice Chancellor, Kimberly Russell.

6. Reports to the Board

Upon motion of Mr. Chatelain, seconded by Mr. Anderson, the Board voted unanimously to approve reports.

6.A. 1<sup>st</sup> Quarter Informational Report

6.B. FY 2018-19 1<sup>st</sup> Quarter Consolidated LSU Investment Report (Written Report Only)

6.C. 4<sup>th</sup> Quarter Audit Summary

6.D. 2018 Internal Audit Annual Report

7. Committee Report

Upon Mr. Lockett moved, seconded by Mr. Armentor, the Board voted unanimously to approve all committee actions. Mr. Yarbrough recused himself from Properties and Facilities Item 1.

7.A. Academic and Research Committee

7.A.1. Request from LSU A&M for Full Approval of the Ethics Institute

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M for full authorization of the LSU Ethics Institute, subject to approval by the Louisiana Board of Regents.

7.A.2. CONSENT: Request from LSU Alexandria to Develop 4 Post-Baccalaureate Certificates for the Practitioner Teacher Program

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the proposal to develop four Post-Baccalaureate Certificates in the Practitioner Teacher Program at LSU Alexandria, subject to approval by the Louisiana Board of Regents. These four PBCs are 1) PBC in Elementary Education, Grades 1-5 (CIP: 13.1202) 2) PBC in Middle School Education, Grades 4-8 (CIP: 13.1203) 3) PBC in Secondary Education, Grades 6-12 (CIP: 13.1205) 4) PBC in Education, Multiple Levels, Grades K-12 (CIP: 13.1206)

7.A.3. CONSENT: Request from LSU A&M for a Letter of Intent for the MS in Sport Management

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Master of Science in Sport Management at LSU A&M, subject to approval by the Louisiana Board of Regents.

7.A.4. CONSENT: Request from LSU A&M to Award a Posthumous Degree to Adam Dows

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize Louisiana State University to award the Juris Doctor and Graduate Diploma in Comparative Law degrees to Adam Tabary Dows, posthumously.

7.A.5. CONSENT: Request from LSU Shreveport to Award a Posthumous Degree to John Bell

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize Louisiana State University- Shreveport to award the Bachelor of Science in Computer Science to John Bell, posthumously.

7.B. Finance Committee

7.B.1. Presentation on Supplier Diversity Program

7.B.2. Request from LSU A&M to Reduce the Gumbo Yearbook Fee by \$1 in the Fall and Spring Semester and to Consolidate all of the Student Media-Related Fees into a Single Fee

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Louisiana State University to reduce the Gumbo Yearbook student required fee by \$1 for the fall and spring semester beginning in the Spring 2019 semester.

**BE IT FURTHER RESOLVED** that all of the current student media-related fees will be consolidated as the new Student Media Fee for the Office of Student Media to operate all the units supported by the student required fees each year.

7.C. Property and Facilities Committee

7.C.1. Request from LSU Health Sciences Center – New Orleans to Approve Execution of an Amendment to the Master Hospital Lease to Remove the Orange and Brown Parking Areas from the Master Hospital Lease

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a Third Amendment to Amended and Restated Master Hospital Lease among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, University Medical Center Management Corporation, and State of Louisiana, through the Division of Administration for property located in Squares 499 and 518 on the LSU Health Sciences Center Downtown Campus in the First Municipal District of the City of New Orleans, Parish of Orleans, State of Louisiana.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Third Amendment to Amended and Restated Property and Facilities Committee 3 Master Hospital Lease such terms and conditions as he deems in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

7.C.2. Request from LSU A&M to Approve the Schematic Design of the Phi Kappa Psi Fraternity House

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the Phi Kappa Psi Fraternity House.

7.C.3. Request from LSU A&M to Name the New Clinical Building at the LSU School of Veterinary Medicine the “Stephenson Pet Clinic”

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to name the new clinical building at the LSU School of Veterinary Medicine the “Stephenson Pet Clinic” in honor of Emmet and Toni Stephenson.

7.D Affiliated Organizations Oversight Committee

7.D.1 Presentation of Proposed Changes to Approve Uniform Affiliation

7.E. Legal Affairs Committee

Upon motion of Mr. Dampf, seconded by Mrs. Werner, the Board voted unanimously to approve.

7.E.1. Briefing on Pending Litigation

7.F. Audit Committee

7.F.1 Enterprise Risk Management Update

7.F.2. Update on LSU First

7.F.3. Whereas, the Audit Committee received information from LSU First Health Plan (“Plan”) administrators at the November 2, 2018 Board of Supervisors meeting regarding the Plan’s regulation prohibiting participants in the LSU First Health Plan who are licensed to prescribe medications from prescribing for themselves or their family members (“self-prescribing”),

Whereas, a communication on the exclusion of self-prescribing from Plan benefits was sent to all Plan participants on April 16, 2018,

**NOW THEREFORE BE IT RESOLVED**, the Audit Committee recommends that any penalties charged to plan participants for being in violation of the Plan exclusion for self-prescribing be limited to those instances that occurred after May 1, 2018,

**BE IT FURTHER RESOLVED** that the Audit Committee recommends that Plan administrators develop a process to reduce the possibility of self-prescribing by Plan participants going forward,

**BE IT FURTHER RESOLVED** that the Audit Committee requests an update on further related areas of concern identified by LSU Plan administrators at the December 7, Board meeting, including: physician-members writing prescriptions for controlled substances for themselves or family members; physician-members considered to be over-prescribing; and physician-members writing prescriptions for medications outside their scope of practice.

8. Chairman’s Report

The Chairman, Mr. Williams, announced the next Board of Supervisors meeting will be held in Baton Rouge at the LSU Administration Building on December 7, 2018.

9. Adjournment

Upon motion of Mr. Brown and second by Ms. Werner, the meeting was adjourned.



Personnel Actions Requiring Board Approval  
per PM-69

December 7, 2018

Personnel Actions Requiring Board Approval per PM-69  
December 7, 2018

**LSU Eunice**  
**Appointments**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>	<u>Compensation</u>
William R. Crowe	Interim Chancellor	12/3/2018	7/31/2019	\$18,000/month <sup>1</sup>

1. Dr. Crowe will also receive a housing allowance of \$2,000/month.