

AGENDA

LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU System Building
Baton Rouge, Louisiana

FRIDAY, JULY 16, 2010

9:30 A.M. – 11:30 A.M. INFORMATIONAL SESSION

“Preliminary Discussion of Planning for the FY 2011-12 Budget Year”

(Discussions held during this session are for information only. No Board action will be taken on any topic under consideration.)

PUBLIC COMMENTS

(Prior to the Integrated Committee Meetings only)

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:

www.lsusystem.edu/boardofsupervisors/publicComments.cfm

1:00 P.M. INTEGRATED COMMITTEE MEETINGS

<p>I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE</p>
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<p>Dr. John F. George, Chairman</p>

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

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

Mr. Alvin E. Kimble, Chairman

1. Request by the Administrative Officers of the campuses and hospitals to write-off uncollectible receivable accounts as of June 30, 2010
2. Report from LSU on the necessary adjustments to account for the possible \$12 million increase in student financial aid allocation
3. Recommendation to implement the provisions of Act 741 of the 2010 Legislative Session including increasing tuition and mandatory fees by five percent effective with the 2010 Fall Semester {Support materials will be distributed under separate cover}

III. PROPERTY AND FACILITIES COMMITTEE

Mr. Benjamin W. Mount, Chairman

1. Report on 2010-2011 Capital Outlay Bill

IV. ATHLETIC COMMITTEE

Mr. Stanley J. Jacobs, Chairman

1. Amendments to the Employment Contracts for coaches at Louisiana State University
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**V. LEGISLATIVE, PUBLIC POLICY, AND INFORMATION
COMMITTEE**

Mr. Anthony G. "Tony" Falterman, Chairman

1. Final Report on the 2010 Regular Legislative Session
-

VI. AUDIT COMMITTEE

Mr. James W. Moore, Jr., Chairman

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

AGENDA

LSU BOARD OF SUPERVISORS MEETING

(Immediately following the Integrated Committee Meetings)

Friday, July 16, 2010

Mr. R. Blake Chatelain, Chairman

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Introduction of Faculty and Staff Representatives
4. Oath of Office
5. Approval of the Minutes of the Board Meeting held on June 4, 2010
6. Personnel Actions Requiring Board Approval

(If not included in this packet, a copy of the Personnel Actions is available in the Office of the LSU Board of Supervisors for review)

7. President's Report
8. Report on Activities of the Board of Regents
9. Reports to the Board
 - A. Health Plan Status Report (Written Report Only)
 - B. Quarterly Audit Report (Written Report Only)
10. Approval of Consent Agenda Items
 - A. Resolution to extend authorization of President to nominate land to be leased by the State Mineral Board [\(Click to view the agreement\)](#)
 - B. Approval of natural gas pipeline Right-of-Way Agreement at the Dean Lee Research and Extension Center, Rapides Parish [\(Click to view the agreement\)](#)

- C. Approval of Revocable Permit & Land Use Agreement for an Earthscope Seismic Station at Coastal Area Research Station, Plaquemines Parish (Seismic Recording System) ([Click to view the agreement](#))
- D. Approval of Servitude and Access Agreement for Clearing Boundary Lines at the Bob R. Jones Idlewild Research Station, East Feliciana Parish ([Click to view the agreement](#))
- E. Recommendation to approve an increase in scope and cost for the Mechanical Equipment Repairs at the University Medical Center in Lafayette. ([Click to view the agreement](#))
- F. Recommendation to approve an Electric Servitude and Vault Agreement with Entergy New Orleans, Inc. for the Louisiana Cancer Research Center at the Health Science Center in New Orleans ([Click to view the agreement](#))
- G. Request approval to establish the Kelly Kemp Graves Endowed Professorship in Early Childhood Education in the College of Business, Education and Human Development at Louisiana State University in Shreveport ([Click to view the agreement](#))
- H. Request approval of Non-Exclusive Licenses for sweet potato varieties between ERW Farms, LLC and Steele Plant Co., LLC and the LSU Ag Center ([Click to view the agreement](#))
- I. Request approval of Amendments to each of two Non-Exclusive License Agreements for sweet potato varieties between Jones Farms and the LSU Ag Center ([Click to view the agreement](#))
- J. Request approval of an Assignment Agreement between Optinol, Inc. and the LSU Ag Center ([Click to view the agreement](#))
- K. Request approval of Exclusive License Agreement between Enervana Technologies, LLC and Louisiana State University A&M ([Click to view the agreement](#))
- L. [Request approval of Non-Exclusive Software License Agreement between Advanced BioSolutions, LLC and PBRC](#)
- M. Request approval of Non-Exclusive License Agreement between Tiger Recovery Units, LLC and the LSU Ag Center ([Click to view the agreement](#))
- N. Approval of degrees to be conferred at the 2010 Summer Commencement Exercises ([Click to view the agreement](#))

11. Committee Reports

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

Dr. John F. George, Chairman

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

Mr. Alvin E. Kimble, Chairman

III. PROPERTY AND FACILITIES COMMITTEE

Mr. Benjamin W. Mount, Chairman

IV. ATHLETIC COMMITTEE

Mr. Stanley J. Jacobs, Chairman

**V. LEGISLATIVE, PUBLIC POLICY, AND INFORMATION
COMMITTEE**

Mr. Anthony G. "Tony" Falterman, Chairman

12. Chairman's Report

13. Adjournment

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



Recommendation to implement the provisions of Act 741 of the 2010 Legislative Session including increasing tuition and mandatory fees by five percent effective with the 2010 fall semester

To: Members of the Board of Supervisors

Date: July 16, 2010

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

1. Significant Board Matter

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

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

2. Summary of the Matter

The Legislature passed Act 741 during the 2010 Session. This act is known as the Louisiana Granting Resources and Autonomy for Diplomas Act and commonly referred to as the GRAD Act. The purpose of this Act is to support the state's public higher education institutions in remaining competitive and increasing their overall effectiveness and efficiency. This is to be accomplished primarily by granting increases in tuition and mandatory attendance fee amounts as well as other autonomies from state regulations if campuses can meet established targets for objectives specified in performance agreements approved by the Board of Supervisors and entered into with the Board of Regents.

The initial performance agreement and each subsequent agreement shall be for six years and be reviewed annually by the Regents. The Board of Regents may revoke an agreement at any time if it determines that an institution has failed to abide by the terms of the agreement. In the event extraordinary circumstances prevent a campus from meeting its performance targets, the Regents, with the approval of the Joint Legislative Committee on the Budget, may modify them.

For any campus entering into an initial performance agreement for FY 2010-2011, the Board of Supervisors will have the authority to increase its tuition and mandatory attendance fee amounts by up to five percent annually. If a campus meets its short term targets established in the initial performance agreement it will be eligible to have its tuition and mandatory fee amounts increased by another five percent annually in FY 2011-12.

Beginning in FY 2011-13 and thereafter campuses will be eligible for ten percent annual increases until they reach the average tuition and fee amounts of their peers. In addition, if the campus has achieved a sufficient number of its performance objectives after three years it will be granted some specified autonomy from state regulations.

R.S. 17:3351 authorizes management boards to establish tuition and mandatory fee amounts for nonresident students at their institutions. Authorizing a schedule increasing nonresident tuition and fees also meets requirements of the GRAD Act for those institutions that enter into the agreements.

Campuses that have prepared their initial performance agreements for approval by the Board of Supervisors include LSU, LSU Shreveport, LSU Eunice, LSU Alexandria, the LSU Law Center and UNO. Both the LSU Health Sciences Center in New Orleans and the LSU Health Sciences Center in Shreveport anticipate that they will have their initial performance agreement completed in the fall and will seek a five percent increase in tuition and mandatory attendance fees that will be effective with the 2011 spring semester.

3. Fiscal Note

The campuses have estimated that the following revenues will be generated from a five percent increase in tuition and mandatory attendance fees for fiscal year 2010-11. The amount shown below for the two health sciences centers represents the spring semester only.

Campus	FY 2010-11 Estimated Revenue
LSU	9,800,000
University of New Orleans	2,074,000
LSU Shreveport	657,000
LSU Law Center	550,000
LSU Alexandria	340,000
LSU Eunice	300,000
LSU Health Sciences Center New Orleans	620,135
LSU Health Sciences Center Shreveport	236,403
Total	14,577,538

4. Review of Documents Related to Referenced Matter

Initial performance agreement plans have been reviewed for compliance with the provisions of the GRAD Act.

ATTACHMENTS:

- (1) Act 741 of 2010.
- (2) Initial performance agreements prepared by LSU A&M, LSU Shreveport, LSU Eunice, LSU Alexandria, the University of New Orleans, and the LSU Law Center. (Agreements will be distributed under separate cover)
- (3) Criteria for campus hardship waivers

RECOMMENDATION(s)

It's recommended that the Board consider the resolution set forth below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the President, as he determines to be in the best interests of the University, to review, amend, and approve the initial performance agreements submitted in conformity with the GRAD Act by the campuses in the LSU System; and

BE IT FURTHER RESOLVED that such actions by the President authorized by this Resolution shall be deemed to be certification by the Board in accordance with R.S. 17:3139(H).

BE IT FURTHER RESOLVED, that that the performance agreements submitted by the LSU System in conformity with the GRAD Act are subject to stable, projected funding as anticipated in the 2010-11 fiscal year, and if such funding is substantially reduced or increased in the future the submitted and certified agreements shall be subject to review by the Board of Supervisors for modification and resubmission to the Board of Regents; and

BE IT FURTHER RESOLVED that, upon approval of the President, tuition and mandatory attendance fee amounts for *resident* students be increased by up to five percent annually, in addition to other increases authorized by law, Such increases may be made effective beginning with the 2010 fall semester upon formal acceptance of the initial performance agreements by the Board of Regents; and

BE IT FURTHER RESOLVED that effective with the 2010 fall semester the President is authorized by this Board pursuant, *inter alia*, to La. R.S. 17:3351 to increase total *nonresident* tuition and mandatory fees of each campus up to fifteen percent (15%) the initial year and such additional amounts in subsequent years as to assure, within no more than a five year period, that the total nonresident tuition and mandatory fees are not less than the average total tuition and mandatory fee amount charged to Louisiana residents (as non residents) attending peer institutions in other Southern Regional Education Board states, and

BE IT FURTHER RESOLVED that for cases of financial hardship each campus shall have in place a procedure to waive any tuition and mandatory attendance fee approved herein in accordance with criteria and procedures previously approved by the Board or the President.



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the Vice President
for Student and Academic
Support Services

225 / 578-6118
225 / 578-8835 fax

To: John V. Lombardi President

cc: John Antolik Chief Finance Officer

From: Mike Gargano

Date: July 12, 2010

Re: LSU System Campuses Participating in the Grad Act for Fall 2010

The LSU System has received formal notification from the following campuses that plan to participate in the Louisiana Granting Resources and Autonomy for Diplomas Act (Grad Act) pending formal approval by the LSU Board of Supervisors and the President.

LSU Eunice
LSU Alexandria
LSU Shreveport
University of New Orleans
LSU A & M
Paul M. Hebert Law Center

The Grad Act identifies four performance categories that require each participating campus to identify performance targets for each indicator in the performance category. The performance categories include: Student Success, Articulation and Transfer, Workforce and Economic Development, Institutional efficiency and Accountability and Reporting Requirements. Based on the instructions provided by the Board of Regents staff, the Student Success performance indicators meets the requirements to initiate the process to increase tuition and mandatory fees for fall 2010.

There will be a separate Board of Regent process, still to be defined, relative to annual autonomies that are provided to campuses participating in the Grad Act.

Upon approval by the LSU Board of Supervisors and the President, the Board of Regents will review and provide official notification that the campus performance indicators have been approved and the campus can begin implementing the 5 percent tuition and mandatory fee increase for fall 2010.

Attachments:



Office of the Chancellor • Louisiana State University at Eunice • P.O. Box 1129 • Eunice, LA 70535
Phone: (337) 550-1201 • FAX: (337) 546-6620

July 13, 2010

Dr. John V. Lombardi, President
Louisiana State University System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

Dear Dr. Lombardi:

With this letter, I would like to request your approval for LSU Eunice to participate in the Louisiana Granting Resources and Autonomy for Diplomas (LAGRAD) Act beginning with Fall semester of AY 2010-11.

To this end, enclosed please find the quantitative "Student Success" data chart which identifies the baselines, as well as the six-year goals, which LSU Eunice has selected for itself, in accordance with the criteria of the LAGRAD legislation.

If you have any questions regarding this request or these data, please do not hesitate to contact me for information/clarification.

Sincerely,



William J. Nunez, III, Ph.D.
Chancellor

lst

Enclosure

Louisiana Granting Resources and Autonomy for Diploma Act

Student Success	Baseline	6-Year Goal	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
(i) Increase graduation productivity	11.56% 2009-10	14.5%	12%	12.5%	13%	13.5%	14%
(ii) Improve same institution graduation rates	8% Cohort 2005-06	15%	9.4%	10.8%	12.2%	13.6%	15%
(iii) Improve statewide graduation rates	26.32% Cohort 2002-03	32%	27%	28%	29	30%	32%
Increase the percentage of program completers at all levels each year	258 Completers 09/10	300 (16.3%) Completers 2014-15	2.5%	2.5%	2.5%	2.5%	2.5%
Improve retention rates (first time full time freshmen, same institution)	50.1% Fall of 2008 & 2009	54%	50.1%	50.1%	51%	52%	53%

Footnote: The campus is required to report on (ii) Improve same institution graduation rate. The Board of Regents is requiring the campus to report on one of the following indicators (i) increase graduation productivity or (iii) improve statewide graduation rates.



Office of the Chancellor
Tel: (318) 473-6444 • FAX: (318) 473-6480

8100 Highway 71 South
Alexandria, LA 71302-9121

July 13, 2010

John V. Lombardi
President, LSU System
107 System Building
3810 West Lakeshore Dr.
Baton Rouge, LA 70808-2155

Dear Dr. Lombardi:

On behalf of LSU Alexandria I am submitting the attached document which details specific goals set by LSUA in anticipated fulfillment of its responsibilities associated with the Louisiana Granting Resources and Autonomy for Diplomas Act. It is our understanding that LSUA is entering into this performance agreement with the Board of Supervisors and the Board of Regents in order to be granted limited operational autonomy and flexibility. Achievement of short term targets will be met with the authority to increase tuition and mandatory fee amounts by up to five percent annually.

The faculty, staff, administration and I look forward to working with you and the LSU System on the attached goals and as we seek to improve educational attainment of all of the citizens of Central Louisiana.

Sincerely,

A handwritten signature in cursive script that reads "David P. Manuel".

David P. Manuel
Chancellor

Louisiana Granting Resources and Autonomy for Diplomas Act

**LSU Alexandria
July 13, 2010**

LSU Alexandria is Louisiana's only university to be charged with a mission devoted exclusively to the undergraduate student. As an emerging baccalaureate university in the most underserved region of Louisiana, LSUA completed its first six-year cohort of baccalaureate degree-seeking students in 2009-2010. Thus, transitioning into a four-year university remains a priority and is evolving positively. Part of this transition is captured in LSUA's SREB classification as a Two-Year Institution with Baccalaureate Degrees. A further manifestation of this evolution is that since the academic year 2008-2009, LSUA has met three of the four criteria for classification into the next SREB level, Four-Year Six. The three criteria met are:

- 1) having at least five CIP Code baccalaureate degrees awarded annually,
- 2) awarding at least fifty percent of undergraduate degrees at the bachelor's level, and
- 3) awarding at least 100 bachelor degrees annually.

The fourth criterion, maintaining these criteria for three consecutive years, should be accomplished in 2010-2011.

Given these characteristics and the timeframe for implementation of the GRAD Act, LSUA's selection of relevant peer institutions must reflect the university's evolution. For this reason and for comparison benchmarking purposes, the 2010-2011 peer institutions are a combination of SREB universities who meet the Two-Year Institution with Baccalaureate Degrees and Four-Year Six universities who also offer associate degrees.

University	State	SREB Classification
Chipola College	Florida	Two-Year with Bachelors
Dalton State University	Georgia	Two-Year with Bachelors
Univ. of South Carolina-Beaufort	South Carolina	Two-Year with Bachelors
West Virginia Univ. – Parkersburg	West Virginia	Two-Year with Bachelors
Glenville State College	West Virginia	Four-Year Six*
Oklahoma Panhandle State Univ.	Oklahoma	Four-Year Six*
Rogers State University	Oklahoma	Four-Year Six*

*Also offers associate degrees.

Louisiana Granting Resources and Autonomy for Diplomas Act
LSU Alexandria

Student Success	Baseline 2009-2010	6-Year Goal 2015-2016	Year 1 Target 2010-2011	Year 2 Target 2011-2012	Year 3 Target 2012-2013	Year 4 Target 2013-2014	Year 5 Target 2014-2015
(i) Increase graduation productivity	See (iii).						
(ii) Improve same institution graduation rates*	11.87%	27%*	12%	16%	18%	21%	24%
(iii) Improve statewide graduation rates**	15.16%**	28%	15.5%	17%	19%	22%	25%
Increase the percentage of program completers at all levels each year	Total Completers Associate 120 Bachelor 153	Total Completers Associate 127 (5.8% Increase) Bachelor 164 (7.1% Increase)	Total Completers Associate 120 Bachelor 153	Total Completers Associate 121 Bachelor 155	Total Completers Associate 122 Bachelor 157	Total Completers Associate 123 Bachelor 159	Total Completers Associate 125 Bachelor 161
Manage admission decisions for freshmen and transfer students to not exceed allowable exceptions	10%	8%	10%	10%	8%	8%	8%
Improve retention rates (first time full time freshmen, same institution)*	54.2%	60%*	54.2%	55%	56%	57%	58%

Footnote: The campus is required to report on (ii) improve same institution graduation rate. The Board of Regents is requiring the campus to report on one of the following indicators (i) increase graduation productivity or (iii) improve statewide graduation rates.

*The LSUA targets for the same institution graduation rates and the retention rates (first-time full-time freshmen, same institution) exceed the 2007/08 averages of the LSUA SREB peer institutions.

**Baseline data is from the LA BOR 2002 Graduation Rate for the first-time full-time freshmen/preparatory (FTF) cohort.



July 12, 2010

Dr. John V. Lombardi
President
Louisiana State University System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

Dear Dr. Lombardi:

LSUS is requesting participation in the Louisiana Granting Resources and Autonomy for Diplomas Act in Fall 2010. We have read and understand the performance objectives of the GRAD Act and agree to meet specific measurable goals as required.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Vincent J. Marsala', written in a cursive style.

Vincent J. Marsala
Chancellor

VJM:jr

LSU Shreveport

Louisiana Granting Resources and Autonomy for Diplomas Act

Student Success	Baseline	6-Year Goal	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
(i) Increase graduation productivity	17.5% (2009-2010)	18.5%	17.5%	17.5%	17.75%	18.0%	18.25%
(ii) Improve same institution graduation rates	20% (2002 cohort)	33%	20%	22%	24%	27%	30%
(iii) Improve statewide graduation rates	28% (2002 cohort)	41%	28%	30%	32%	35%	38%
Increase the percentage of program completers at all levels each year	502 Bachelors, 98 Masters (2009-2010)	10% increase from 2009-2010	1.6% increase	1.6% increase	1.6% increase	1.6% increase	1.6% increase
Manage admission decisions for freshmen and transfer students to not exceed allowable exceptions	10% (2009-2010)	8%	10%	8%	8%	8%	8%
Improve retention rates (first time freshmen, same institution)	64.8% (2008 cohort)	70%	65%	66%	67%	68%	69%

Footnote: The campus is required to report on (ii) Improve same institution graduation rate. The Board of Regents is requiring the campus to report on one of the following indicators (i) increase graduation productivity or (iii) improve statewide graduation rates.



THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE CHANCELLOR

UNIVERSITY OF NEW ORLEANS
NEW ORLEANS, LA 70148
(504) 280-6201 • FAX: (504) 280-6872

MEMO

To: John Lombardi, President, LSU System
From: Timothy P. Ryan, Chancellor
Date: July 12, 2010
Re: Louisiana Granting Resources and Autonomy for Diplomas Act

President Lombardi:

Please accept this memo as my formal request for the University of New Orleans to participate in the "Louisiana Granting Resources and Autonomy for Diplomas" act (GRAD act) that was passed during this year's legislative session.

Enclosed please find our proposed agreement with the Board of Regents. We understand and agree to meet the criteria as expressed in the GRAD act. Further, we would like the authority to increase our tuition by an additional 5% (on top of the previously approved 5%) beginning Fall 2010.

Thank you for your consideration.

Timothy P. Ryan

Louisiana Granting Resources and Autonomy for Diplomas Act: University of New Orleans

Student Success	Baseline	6-Year Goal	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
(i) Increase graduation productivity	20.9% (2007 degrees awarded from 2009-2010 BOR Completers report, divided by 9606.66 Total FTE for 2009-2010 from BOR website*)	24%	21.3%	21.7%	22.1%	22.5%	23.2%
(ii) Improve same institution graduation rates	21% (Fall 2003 cohort, as reported to IPEDS but planning to use Fall 2004 cohort as baseline once available)	Entering Fall 2010 30%	Entering Fall 2005 (post-Katrina cohort) 23%	Entering Fall 2006 24%	Entering Fall 2007 25.5%	Entering Fall 2008 27%	Entering Fall 2009 28.5%
(iii) Improve statewide graduation rates							
Increase the percentage of program completers at all levels each year	Baseline: Academic Year 2009-2010 Undergrad: 17.6% Graduate: 33.2%	UG: 20% GR: 36.5%	UG: 18% GR: 33.6%	UG: 18.4% GR: 34.2%	UG: 18.8% GR: 34.8%	UG: 19.2% GR: 35.2%	UG: 19.6% GR: 35.8%
Manage admission decisions for freshmen and transfer students to not exceed allowable exceptions	Baseline: Fall 2009 7%	Not to exceed 6%	Not to exceed 7%	Not to exceed 7%	Not to exceed 6%	Not to exceed 6%	Not to exceed 6%
Improve retention rates (first time full time freshmen, same institution)	69% (Fall 2008 to Fall 2009 from BOR website**)	75%	69.5%	70%	71%	72%	73.5%

Footnote: The campus is required to report on (ii) Improve same institution graduation rate. The Board of Regents is requiring the campus to report on one of the following indicators (i) increase graduation productivity or (iii) improve statewide graduation rates.

*BOR website for FTE: <http://as400.regents.state.la.us/pdfs/sch/schfte09.pdf>

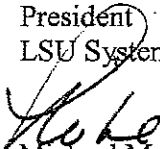
**BOR website for Retention Rates: <http://as400.regents.state.la.us/pdfs/ssps/fall09/spsretn209.pdf>



Office of the Chancellor

TO: John Lombardi
President
LSU System

DATE: July 12, 2010

FROM: 
Michael Martin
Chancellor

RE: Louisiana Granting Resources and Autonomy for Diplomas Act

LSU will participate in the Louisiana Granting Resources and Autonomy for Diplomas Act to be implemented for the fall 2010 semester. The campus will abide by the relevant statutory, system and institutional regulations. Attached for acceptance by the President and approval by the Board of Supervisors is the information requested by Vice President Gargano for the Initial Performance Agreement.

It is important that I stress several things. First, these targets are based on the current level of state general fund appropriations; should funding materially change, the University will have difficulty achieving the targets. While tuition revenues will increase, those resources are sufficient only to cover increasing unfunded mandates. The University has already sustained approximately \$43 million in reductions over the last 18 months. Any additional cuts in Fiscal Year 2011 or the discussed 23% reduction in state funding for Fiscal Year 2012, will jeopardize the campus' ability to reach the goals established in the Initial Performance Agreement. The campus assumes that it will be given an opportunity to revise the projections based on reductions in degree programs and the students enrolled in them, and reductions in faculty positions and student support services.

Second, the ability of the campus to increase the percentage of degree completers is a function of the number of new students who enrolled in 2003 and subsequent years. As you will recall, the administration during that period emphasized larger graduate programs, particularly doctoral programs, and smaller undergraduate targets. This significant enrollment change has led to a baseline for degree completers that is not reflective of the current undergraduate enrollment. Reaching the 2008-09 baseline of baccalaureate completers will not be achievable until the number of undergraduate students increases to the numbers enrolled Fiscal Year 2004 and Fiscal Year 2005. This has been factored into the projections for degree completers.

Should you have any questions, please contact me.

Louisiana Granting Resources and Autonomy for Diplomas Act

Louisiana State University

Initial Performance Agreement

Student Success	Baseline	6-Year Goal	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
(i) Increase graduation productivity							
(ii) Improve same institution graduation rates	60.7% (Fall 2002 Cohort)	62.0%	60.7%	60.7%	61.0%	61.3%	61.6%
(iii) Improve statewide graduation rates	66.0% (Fall 2002 Cohort)	67.2%	66.2%	66.4%	66.6%	66.8%	67.0%
Increase the percentage of program completers at all levels each year	B: 4,648 M: 966 PM: 21 D: 240 P: 81 T: 5,956 (2008-09)	B: 2.3% M: 0.0% PM: 0.0% D: 0.0% P: 0.0% T: 1.7%	B: -7.5% M: 7.7% PM: -14.3% D: 25.0% P: 0.0% T: -3.6%	B: -2.3% M: 1.0% PM: 0.0% D: 0.0% P: 0.0% T: -1.6%	B: 0.0% M: 0.0% PM: 0.0% D: 0.0% P: 0.0% T: 0.0%	B: 1.2% M: 0.0% PM: 0.0% D: 0.0% P: 0.0% T: 0.9%	B: 1.2% M: 0.0% PM: 0.0% D: 0.0% P: 0.0% T: 0.9%
Manage admission decisions for freshmen and transfer students to not exceed allowable exceptions	5% (Fall 2009)	4%	5%	5%	4%	4%	4%
Improve retention rates (first time full time freshmen, same institution)	83.6% (Fall 2008 Returned in Fall 2009)	85.0%	83.6%	83.8%	84.0%	84.3%	84.6%

Notes:

Same institution graduation rate includes completers of transfer preparatory curricula.

Program Completers Abbreviations for Each Level:

B=Bachelors, M=Master's, PM=Post-Masters, D=Doctoral, P=Professional, T=Total. Goal and targets=% change from previous year.

Footnote: The campus is required to report on (ii) Improve same institution graduation rate. The Board of Regents is requiring the campus to report on one of the following indicators (i) increase graduation productivity or (iii) improve statewide graduation rates.



J. Antolick
M. Gargano

OFFICE OF THE
PRESIDENT

JUL 13 2010

July 13, 2010

LSU SYSTEM

Dr. John V. Lombardi
President, LSU System
107 System Bldg.
Baton Rouge, LA 70803

Dear President Lombardi:

The LSU Law Center requests that it be included in participation in the GRAD Act ("the Act") for Fall 2010. The Law Center acknowledges its obligation to comply with the Act's requirements as a condition for obtaining increased tuition and other authority under the Act.

Please let us know if you require any further information from our campus.

With best regards.

Sincerely,


Jack M. Weiss
Chancellor

JMW:ch

c: Michael Gargano

Louisiana Granting Resources and Autonomy for Diplomas Act

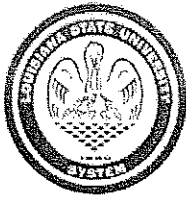
Paul M. Hebert Law Center

Student Success	Average 2007-09 Baseline	6-Year Goal	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
Passage Rate on Licensure Exam (1 st time July test-takers) *	119% of State Average	119% of State Average	119% of State Average	119% of State Average	119% of State Average	119% of State Average	119% of State Average
Diversity of Law Center Entering Class #	14%	Critical Mass	Critical Mass	Critical Mass	Critical Mass	Critical Mass	Critical Mass
Three-Year Graduation Rate	86%	89%	86%	87%	87%	88%	88%
1 st to 2 nd Year Retention (FT students eligible to continue)	90%	92%	90%	90%	91%	91%	91%
Student Quality as measured in LSAT Scores (Median) ^	157	160	157	158	158	159	159
Placement Rate for J.D./D.C.L Graduates (9 months after graduation)	92%	90%	80%	80%	82%	84%	87%

* The Committee on Bar Admissions of the Louisiana Supreme Court is considering a comprehensive evaluation of the content and scoring of the Louisiana Bar Exam. As a result, the Law Center is uncertain how those changes will impact this objective.

The Law Center believes that that substantial educational benefits can be achieved through an exceptionally academically qualified and broadly diverse student body drawn from a rich cross section of backgrounds, talents, experiences, and perspectives from the State, the nation, and jurisdictions that share our Civilian heritage. In fulfilling its educational mission, the Law Center believes that a diverse student body is consistent with the decisions of the United States Supreme Court in *Gratz v. Bollinger*, 539 U.S. 244 (2003) and *Grutter v. Bollinger*, 539 U.S. 306 (2003) and cases interpreting those decisions through its commitment to enroll a “critical mass” of underrepresented minority groups that might not otherwise be represented “to ensure their ability to make unique contributions to the character of the Law [Center].”

^ Assumes enhanced funding after FY 2011-12.



REPORT OF SYSTEM STAFF ON A SIGNIFICANT BOARD MATTER

LSU A&M – New and amended employment contracts with several coaches

To: Members of the Board of Supervisors

Date: July 16, 2010

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

1. Significant Board Matter

Board approval of this matter is required pursuant to Bylaws Art. VII, section 8:

D.4.c Head coach contracts and amendments

Board approval is also required pursuant to Sections A.2 and A.7 of the Uniform Personnel Policy and II.D. of PM-69, non-faculty salaries greater than \$125,000.

2. Summary of the Matter

This is to approve new contracts and contract amendments for several head coaches and assistant coaches at LSU A&M. The changes are summarized in the chart on the following page. Except as otherwise noted, all contracts are based on the standard template language previously approved by the Board.

All funds for all compensation increases come from self-generated revenue of the Athletic Department. No state general fund or tuition dollars are used.

Summary of proposed amendments and new contracts

Coach	Title	Term		Total Compensation			
		Current	Proposed	Current	Proposed	Increase	%age
Lynn Nance ¹	M. Basketball Asst. Coach	New Hire	6/30/11	\$ -	\$ 150,000	\$ 150,000	
Travis Mays ¹	W. Basketball Asst. Coach	6/30/10	6/30/11	\$ 118,000	\$ 140,000	\$ 22,000	18.6%
Yvette Girouard ²	Softball Head Coach	6/30/10	6/30/12	\$ 120,000	\$ 120,000	\$ -	0.0%
Fran Flory ³	Volleyball Head Coach	6/30/11	6/30/13	\$ 100,000	\$ 115,000	\$ 15,000	15.0%
Chuck Winstead ⁴	M. Golf Head Coach	6/30/10	6/30/11	\$ 105,000	\$ 120,000	\$ 15,000	14.3%

Notes:

1. Assistant coaches Lynn Nance and Travis Mays are presented to the Board because their salary levels exceed the threshold requiring Board approval pursuant to the Uniform Personnel Policy and PM-69. Coach Nance is a new hire. According to the campus, Travis Mays has been one of two key recruiters for the women's basketball team, and the other recruiter recently accepted a head coach job elsewhere. Coach Mays has been a finalist for several head coach positions at other universities; the campus seeks to promote stability in recruiting efforts by making this counter-offer.
2. No change is being made to Coach Girouard's base salary. However, the new contract provides for an academic incentive payment and an automatic 5% salary increase should the softball team finish in the top 5 in the SEC.
3. Coach Flory's volleyball team won its first SEC Championships since 1991, and its 4th consecutive SEC West title. Coach Flory's current salary is only 3rd best in the SEC West. This increase will make her the highest paid volleyball coach in the SEC West, and rank in the top 4 for the entire SEC. The proposed contract also provides for an automatic 5% increase in base salary if the volleyball team finishes in the top 3 of the SEC.
4. Under Coach Winstead's leadership, the men's golf team this year appeared in the NCAA Championships for the first time since 1997 and finished the season in the top 25. His current salary is 7th in the SEC. The proposed increase would place him 5th in the SEC.

Note that in the chart above, "Total Compensation" includes Base Salary and any *guaranteed* supplemental compensation amounts; it does not include post-season or academic incentives, or supplemental compensation which *may* be received. For example, assistant coaches in some sports are generally authorized, but not guaranteed, to receive up to \$10,000 annually in radio, tv, and internet compensation. Since not all receive the full amount, and some receive nothing, that amount is not included under "total compensation," but some head coaches (and a few assistant coaches) are guaranteed a particular level of compensation for radio, tv, and internet shows, so for them that compensation is included.

3. Review of Business Plan

All funds for all compensation increases come from self-generated revenue of the Athletic Department. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The proposed contracts have been reviewed by the Office of General Counsel.

5. Other

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

This certification has been provided.

ATTACHMENTS:

1. The justification provided by the campus is summarized in the information above. The written submission from the campus is available upon request.
2. Proposed new contracts and amendments with these coaches are available upon request; all are based on the standard template.

RECOMMENDATION

The LSU A&M Athletic Director and Chancellor have recommended that the Board approve these amendments and new contracts.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. John V. Lombardi, LSU System President, or his designee, to sign amendments or new contracts with Lynn Nance, Travis Mays, Yvette Girouard, Fran Flory, and Chuck Winstead, and to include in such amendments and contracts such terms and conditions as he, in consultation with the System General Counsel, deems to be in the best interests of LSU.

Personnel Actions Requiring Board Approval
July 16, 2010

CREATE A NEW POSITION

Campus
1 HSC New Orleans

Name

Effective Title
7/1/2010 Assistant Professor/Associate Professor - Medicine - Nephrology

Range
136,231 - 263,015

Proposed rate Source
164,867 State/Grant

FILL A VACANCY

Campus
1 LSU&M
2 HSC New Orleans

Name
Hamilton, Jack

Personnel Actions Requiring Board Approval
July 16, 2010

Effective Title
7/1/2010 Executive Vice Chancellor and Provost
7/1/2010 Assistant/Associate Professor - Surgery

Range Proposed Source
225,539 - 404,062 260000 State/Grant
260000 State/Grant

FILL A VACANCY - APPOINTMENT WITH TENURE

Personnel Actions Requiring Board Approval
July 16, 2010

	<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Salary</u>	<u>Source</u>
1	LSU Alexandria	Batellora, Elizabeth	7/31/2011	Chair for the Department of Nursing	84,500	State
2	LSU A&M	Allen, Austin	8/16/2010	Associate Professor, School of Landscape Architecture	90,000	State

Personnel Actions Requiring Board Approval
July 16, 2010

RAISES

Campus	Name	Promotion In Rank	Effective	Title	Old Salary	New Salary	Source	Pct Chg
1 HSC New Orleans	Donatino, Laura	Promotion in Rank	7/1/2010	Assistant Professor-Clinical in Nurse Anesthesia	184,586	174,461	State	6%
2 HSC New Orleans	Campbell, James	Promotion in Rank	7/1/2010	Associate Professor-Clinical in Family Medicine	180,546	185,896	State	3%
3 HSC New Orleans	O'Brien, Michael	Promotion in Rank	7/1/2010	Professor-Clinical in Oral & Maxillofacial Surgery	122,153	135,371	State	11%
4 HSC Shreveport	Anderson, Jason	Promotion-advertised position	5/1/2010	Chief of Medical Service Area, Dept Anesthesiology	108,595	130,000	State	20%
5 LSU A&M	Austberry, Verge	Equity Increase	7/1/2010	Senior Associate Athletic Director	130,000	165,000	State	27%
6 LSU A&M	Vincent, Jr., Herbert	Equity Increase	7/1/2010	Assoc. VC for Communications & University Relations	160,000	172,000	State	8%
7 LSU A&M	Ewing, Mark R	Additional Duties	7/1/2010	Senior Associate Athletic Director	155,000	172,000	State	11%

Personnel Actions Requiring Board Approval
July 16, 2010

PROMOTIONS

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Old Salary</u>	<u>New Salary</u>	<u>Source</u>	<u>Pct</u>
1 HSC New Orleans	Vanner, Kurt	7/16/2010	Department Head/Professor - Pharmacology	167,295	184,250	State	10.00%

Personnel Actions Requiring Board Approval
July 16, 2010

FACULTY PROMOTIONS

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Old Title</u>	<u>New Title</u>	<u>Department</u>	<u>Old Salary</u>	<u>New Salary</u>
1 LSU Alexandria	Nangra, Shonu	1/10/2011	Assistant Professor	Associate Professor w tenure	Arts & Sciences		

Personnel Actions Requiring Board Approval
July 16, 2010

REQUESTS FOR TENURE

<u>Campus</u>	<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Old</u>	<u>New</u>	<u>Salary</u>	<u>Source</u>	<u>Pct</u>	<u>Chg</u>
1 PBR	Pan, Weihong	7/1/2010							

This reinstates Dr. Pan's rolling tenure (year) following a one year reduction in percent of effort while she participated in a research and educational program at Harvard Medical School. All requirements for reinstatement have been met.

Personnel Actions Requiring Board Approval
July 16, 2010

REQUESTS FOR EMERITUS TITLE

Campus
1 LSU A&M

Name
Boer, Ralph J

Effective Date
6/28/2010

Title
Director Emeritus

Personnel Actions Requiring Board Approval
July 16, 2010

SUPPLEMENTAL COMPENSATION

	<u>Name</u>	<u>Title</u>	<u>Effective</u>	<u>Salary</u>	<u>Supplement</u>	<u>Foundation</u>
	Campus					
1	LSU A&M	Cliff and Nancy Spanler Alumni Professorship	8/16/2010	107652	6200	LSU A&M
2	LSU A&M	Les and Dot Brousseard Alumni Association Departmental Professorship in Basic Sciences	5/17/2010	107673	6200	LSU A&M
3	PBRC	Bray, George	7/1/2010	229072	100000	PBRCMF
4	PBRC	Cefalu, William	7/1/2010	187037	130000	PBRCMF
5	PBRC	Gimble, Jeff	7/1/2010	165419	30000	PBRCMF
6	PBRC	Greenway, Frank	7/1/2010	188432	50000	PBRCMF
7	PBRC	Gupta, Alok	7/1/2010	173775	10000	PBRCMF
8	PBRC	Par, Welihong	7/1/2010	201590	25000	PBRCMF
9	PBRC	Ryan, Donna	7/1/2010	231121	80000	PBRCMF
10	HSC New Orleans	Beran, David	6/26/2010	49029	5000	LSUHSC
11	HSC New Orleans	Nelson, Steve	7/1/2010	272500	5000	LSUHSC
12	HSC New Orleans	Ballard, Richard	7/1/2010	104539	20000	LSUHSC
13	HSC New Orleans	Armburster, Paul	7/1/2010	147918	20000	LSUHSC
14	HSC New Orleans	Bazan, Nicolas	7/1/2010	277497	110000	LSUHSC
15	HSC Shreveport	Blondin, Joan	5/29/2010	144115	4000	LSUHSC
16	HSC Shreveport	Dugas, Tammy	5/29/2010	86652	4000	LSUHSC

Personnel Actions Requiring Board Approval
 July 16, 2010

APPOINTMENT TO ANY DESIGNATED CHAIR OR PROFESSORSHIP

Campus	Name	Effective	Title
1 PBRC	Heymsfield, Steven B	6/1/2010	Executive Director and George A. Bray, Jr. Chair in Nutrition
2 PBRC	Bouchard, Claude	6/1/2010	John W. Barton St. Endowed Chair in Genetics and Nutrition
3 PBRC	Rogers, Richard	7/1/2010	John S. McIlhenny Endowed Professorship in Nutritional Neuroscience
4 LSU A&M	Wolshon, Brian	8/16/2010	Edward A and Karen Wax Schmitt Distinguished Professorship
5 LSU A&M	Murphy, Michael C	8/16/2010	Roy O Martin Lumber Company Professorship in the College of Engineering
6 LSU A&M	Monroe, William Todd	8/16/2010	Arthur K Barton Professorship
7 LSU A&M	Cai, Chunsheng (Steve)	8/16/2010	Edwin B and Norma S McNeil Distinguished Professorship
8 LSU A&M	Lawrence, Regina	8/16/2010	remove Darden Professorship
9 LSU A&M	Mann, Robert T. Jr.	8/16/2010	add Mass Communication Bart R. Swanson Endowed Memorial Professorship
10 LSU A&M	Brenner, Susanne	5/17/2010	remove William K "Bill" Canville Professorship
11 HSC New Orleans	Vanner, Kurt	7/16/2010	add Patrick J Sorrells Professorship Michael F and Roberta Nesbit McDonald Professorship in Basic Sciences David R Belhuneil, eferie Laboratories Professorship of Pharmacology

QUARTERLY SUMMARY REPORT

**Audit Summary for the period of
January 1, 2010, through March 31, 2010**

**LOUISIANA STATE UNIVERSITY SYSTEM
OFFICE OF INTERNAL AUDIT**

LSU SYSTEM

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LOUISIANA STATE UNIVERSITY AND A&M COLLEGE

LSU Athletics Sportshop

The scope of this review included payroll and personnel tracking and reporting procedures as well as inventory procedures at the LSU Athletics Sportshop for FY 2009. The objectives were to determine, relative to the above referenced processes, the adequacy of controls within the department, and whether personnel complied with University policies.

The findings included non-compliance with university policy, the appearance of a conflict of interest, and the lack of segregation of duties. Management concurred with our findings and recommendations and has agreed to implement corrective action plans for all findings.

Office of Disability Services Computer Equipment Inventory Follow-up

The initial review of computer equipment inventory at the Office of Disability Services resulted in several recommendations to address weaknesses in controls over moveable property, particularly laptop computers. The objective of this follow-up was to determine if corrective action had been taken to address those issues. Our work showed that while most of the original recommendations have been implemented, there was still missing information on many of the captionist checkout forms for the period tested.

PM-36 Compliance and Data Security Follow-up

The objective of this follow-up audit was to determine if the recommendations contained in the original audit report dated March 26, 2008, had been satisfactorily implemented. In this regard, we noted significant progress in most areas; however, additional action by the campus is necessary to fully resolve the issues related to centralized controls and departmental disaster recover/business continuity planning. Management provided a corrective action plan to address our recommendations.

LSU HEALTH CARE SERVICES DIVISION

Purchasing Procedures Follow-Up - Interim LSU Public Hospital

Internal Audit performed a review of purchasing procedures at Medical Center of Louisiana, now Interim LSU Public Hospital, in fiscal year (FY) 2008 to determine whether purchases complied with state rules and regulations as well as HCSD and hospital policies. A review of 148 vendor invoices paid between January 1 and June 30, 2007, for appropriateness and supporting documentation resulted in no material exceptions. However, the Chief Financial Officer (CFO) had concerns related to office furniture purchased through the LSU Health Sciences Center (HSC) Auxiliary Services Department.

As noted in the 2008 audit, the hospital placed a purchase order for office furniture from Herman Miller (HM) prior to hurricane Katrina in 2005. The first shipment arrived shortly after the hurricane but, due to the hospital's status at the time, the shipment could not be accepted. The CFO authorized a payment of \$1.8 million to HM in order to avoid an alleged restocking fee. This represented the full value of the outstanding purchase order, which violated the Louisiana Administrative Code. Title Four, Part V, Section 301 of the code states, "no approval or payment should be given for any services or goods without sufficient evidence that such goods or services were actually received." Furthermore, the hospital failed to document the receipt of furniture; therefore, it was not possible to conclude that the amounts invoiced by the LSU-HSC Auxiliary accurately reflected furniture delivered. As a result of the 2008 audit, the following recommendations were made to management to address the unallowable payment:

- The hospital should request a refund for any credit balance resulting from the Herman Miller office furniture purchased but not received. (\$67,768.11 as of June 30, 2007)
- The hospital should improve their processes by requiring a standard receiving report for delivered goods and obtain receipt of this report prior to paying applicable vendor invoices.
- Purchases from the LSU-HSC Auxiliary should be subject to CFO approval and limited to situations where the cost/benefit has been analyzed considering the additional overhead charges.

The follow-up procedures showed that hospital management implemented procedures to address each of the recommendations. No additional recommendations are necessary.

LSU HEALTH SCIENCE CENTER – NEW ORLEANS

Follow-up of Property and Equipment

The initial Review of Property and Equipment Audit issued April 17, 2008, identified areas where additional controls were needed to provide reasonable assurance that assets are properly safeguarded and monitored. The objective of this follow-up audit was to determine if corrective actions had been taken in response to the findings and recommendations of the previous audit.

The results of our follow-up show that LSUHSC has made significant improvement in resolving missing equipment identified during the inventory process and has established procedures and training to address some of the previous areas of concern. However, our work did identify several areas where corrective action has not been completely implemented and additional actions are necessary. These areas include:

- Procedures to insure that separating employees return equipment
- Use of the property sign-out form for equipment used off campus
- Continued emphasis on investigating and resolving missing property identified during the annual physical inventory.

Management agreed with these issues and presented a corrective action plan to address them.

PAUL M. HEBERT LAW CENTER

Audit of Law Center Scholarships and Fee Waivers

The primary objective of this audit was to evaluate the effectiveness of the Law Center's controls in ensuring that scholarships and fee waivers are properly administered. Our report included recommendations related to defining and documenting eligibility criteria, preparing and submitting required annual reports, improving reconciliation procedures, and ensuring that all fee exemptions have proper approval. These recommendations have been discussed with management and, although we are not in agreement on all issues, management has in response, presented a plan of action to address our findings and recommendations.

LSU AGRICULTURAL CENTER

Federally-Sponsored Programs

The primary purpose of our audit of federally-sponsored programs at the LSU Ag Center was to determine whether adequate policies and procedures were in place to sufficiently reduce the risk of non-compliance with applicable federal regulations related to post-award administration of federal programs. Our report included findings and recommendations related to insufficient policies and procedures and, in some cases, non-compliance with existing policies.

These issues have been discussed with management, and they have provided a corrective action plan, which if properly implemented, will reduce the risk of future non-compliance.

EXTERNAL AUDIT REPORTS ISSUED

Board of Regents – Student Credit Hours

The Postsecondary Education Audit Department of the Louisiana Board of Regents (BOR) issued reports on audits of the Student Credit Hours (SCH) at various LSU System campuses. The objective of these audits was to verify SCH production reported and to assess the institution's ability to comply with the guidelines and instructions in the BOR SCH Reporting System documentation. The audits included examining on a test basis evidence supporting the SCH data reported by each institution for the Spring 2009 semester. Audits were conducted at the following campuses, with no exceptions noted: Louisiana State University, LSU at Alexandria, LSU at Eunice, LSU at Shreveport, and University of New Orleans.

Legislative Auditor Financial Statement Audit – LSU System

In its report issued March 24, 2010, the Louisiana Legislative Auditor issued an unqualified opinion on the financial statements of the business-type activities and the aggregate discretely presented component units of the LSU System as of and for the year ended June 30, 2009. The report did note the following internal control, compliance and other deficiencies at various System Institutions:

- **Failure to Bill and Record Professional Services** at LSU Health Care Services Division and LSU Health Science Center – Shreveport, including the following hospitals:
 - Medical Center of Louisiana at New Orleans
 - University Medical Center at Lafayette
 - Lallie Kemp Regional Medical Center
 - Huey P. Long Medical Center
- **Energy Efficiency Contract Contrary to Law** at LSU A&M, UNO, HSC-Shreveport, University Medical Center, and Lallie Kemp Regional Medical Center
- **Noncompliance with State Movable Property Regulations** at LSU and related campuses, UNO, HSC-New Orleans, and HSC-Shreveport

Legislative Auditor - NCAA Agreed Upon Procedures at LSU

NCAA Bylaw 6.2.3.1 requires compliance with the provisions of the "National Collegiate Athletic Association Financial Audit Guidelines." This work is classified by the Legislative Auditor as agreed upon procedures. For the fiscal year ending June 30, 2009, the Legislative Auditor had no findings or reportable conditions.

Legislative Auditor – LSU and Related Campuses Management Letter

The Office of the Legislative Auditor issued its report on May 5, 2010, on LSU A&M and related campuses for the fiscal year ending June 30, 2009, which reported the following findings:

- Energy Efficiency Contract Contrary to Law (2nd consecutive year)
- Weaknesses in Administration of Student Financial Aid at LSUA (3rd consecutive year)
- Non-compliance with State Movable Property Regulations (2nd consecutive year)
- Misappropriation of Funds – Tiger Card Purchases
- Inadequate Controls Over LaCarte Purchasing Program

Legislative Auditor – UNO Management Letter

The Office of the Legislative Auditor issued its report on March 24, 2010, on the University of New Orleans for the fiscal year ending June 30, 2009, which reported the following findings:

- Unlocated Movable property (4th consecutive year)
- Energy Efficiency Contracts Contrary to Law (2nd consecutive year)
- Non-compliance with State Movable Property Regulations

Legislative Auditor – HCSD Management Letter

The Office of the Legislative Auditor issued its report on March 31, 2010, of the LSU Health Systems – Health Care Services Division for the fiscal year ending June 30, 2009, which reported the following findings:

- Inadequate Controls Over Financial Reporting (2nd consecutive year)
- Failure to Bill and Record Professional Services
- Energy Efficiency Contracts Contrary to Law (2nd consecutive year)
- Untimely Remittance of Public Assistance Funds
- Unlocated Movable Property (4th consecutive year)
- Inadequate Controls Over Payroll and Performance Appraisals
- Inadequate Controls Over a Service Organization
- Weaknesses in Controls over Consumable Inventory (4th consecutive year)

Louisiana State Employees' Retirement System (LASERS)

LASERS conducted an earnings code review at LSUHSC in which they noted that crisis leave pay at LSUHSC – Shreveport was not currently being considered "retirement eligible" although according to LASERS it should be. All other earnings codes used by LSUHSC were determined to be correctly classified with respect to retirement eligibility.

Louisiana Office of Inspector General (OIG)

The OIG conducted a state-wide audit to address concerns about state employees holding two or more full-time positions within state government. Their report issued April 16, 2010, identified the following full-time employees within the LSU System that were also holding another full-time position within state government.

- One full-time employee at UNO was also holding a full-time position with the Baton Rouge Housing Authority.
- Two full-time employees at LSU Interim Public hospital were also holding full-time positions at Delgado Community College.

Management at UNO did not concur that there was any wrongdoing and therefore did not present a corrective action plan.

Management at HCSD agreed with the finding and, when confronted with the information, one employee retired from her position at LSU Interim Public Hospital and the other resigned from her position at Delgado Community College. Management's review of time and attendance, payroll, and leave records determined that both employees were present and accounted for during their scheduled work hours at LSU Interim Public Hospital during the relevant time period.

Resolution by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizing its President to designate land owned by LSU to be leased on its behalf by the State Mineral Board

WHEREAS, pursuant to the provisions of La. R.S. 30:153.A this Board has, by Resolution adopted on August 28, 2008 and extended by subsequent Resolution adopted June 4, 2009, delegated to its President authority for determining which land owned by the Board should be leased through the state Mineral and Energy Board and which should be leased directly by the Board of Supervisors;

WHEREAS, the previous Resolution, as extended, was effective through June 30, 2010, and the Board desires to extend the effective period of that Resolution;

WHEREAS, the Mineral and Energy Board has requested that state agencies which seek to utilize the provisions of La. R.S. 30:153.A use specific language in the delegation of authority to the Mineral and Energy Board to act on behalf of such agencies; and

WHEREAS, the Board desires to delegate authority for determining which land should be leased through the Mineral and Energy Board to its President:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in legal session convened that, pursuant to the provisions of La. R.S. 30:153.A, it does hereby authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources, on behalf of said Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, to accept nominations and advertise for oil, gas, and mineral leases, accept bids and award oil, gas and mineral leases on such specific tracts of land as may be hereinafter designated in writing by its President, Dr. John V. Lombardi, with the written concurrence of the Chair of the Board of Supervisors; and

BE IT FURTHER RESOLVED that this Resolution shall remain in effect until June 30, 2011, unless sooner revoked by the Board, in which case this Resolution shall remain in effect until written notice of such revocation is provided to the State Mineral and Energy Board or the Secretary of the Department of Natural Resources; and

BE IT FURTHER RESOLVED that the President shall notify the members of the Board prior to taking any action pursuant to the authority granted herein, provided that failure to provide such notice shall not affect the validity of any such actions taken by the President with the written concurrence of the Chair of the Board of Supervisors.



**APPROVAL OF NATURAL GAS PIPELINE
RIGHT-OF-WAY AGREEMENT AT THE
DEAN LEE RESEARCH AND EXTENSION CENTER
RAPIDES PARISH**

TO: Members of the Board of Supervisors

Date: July 16, 2010

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

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

1. Summary of the Matter

Louisiana State University Agricultural Center ("AgCenter") was approached by Acadian Gas Pipeline System ("Acadian") concerning a Pipeline Right-of-Way Agreement for Acadian to construct and maintain a natural gas pipeline under property that is a portion of the Dean Lee Research Station located in Rapides Parish. After negotiation, the AgCenter and Acadian have come to a mutually acceptable Right-of-Way Agreement concerning the proposed pipeline and to seek approval of the Board of Supervisors to execute the Agreement. The route of the proposed pipeline will be parallel to an existing pipeline right-of-way and will not affect the long-term use of the property for research.

The Pipeline Right-of-Way will consist of a fifty (50') foot right-of-way through a portion of the Dean Lee Research Station. This property is currently used as a pasture for cattle and will be replanted to again serve as a pasture for cattle.

2. Review of Business Plan

Acadian will compensate the AgCenter at total amount of \$294,189.00 for temporary and permanent right of ways proposed. This value is based on 14.19 acres in the permanent right-of-way with compensation of \$17,500 per acre and 21.84 acres in the temporary right-of-way with compensation of \$2,100 per acre (12%). The current assessment from the Rapides Parish Tax Assessor indicates that the value of the Dean Lee Research and Extension Center property as a whole is \$1,040 per acre with recent comparable listings averaging \$2,000/acre. Compensation for this pipeline will allow for much needed improvements at the AgCenter.

3. Fiscal Impact

None

4. Description of Competitive Process

Does not apply.

5. Proposed Legal Documents

The only anticipated legal document is the attached Pipeline Right-of-Way Agreement.

6. Parties of Interest

- Roger Husser—LSU AgCenter
- Dr. John W. Barnett—Central Region Director, LSU AgCenter, Dean Lee Research Station

7. Related Transactions

At this time, AgCenter anticipates no additional transactions once the Pipeline Right-of-Way Agreement is executed.

8. Conflicts of Interest

There are no known conflicts of interest.

Attachments

- Letter from Chancellor Richardson
- Pipeline Right-of-Way Agreement

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that Dr. John V. Lombardi, President of the LSU System, or his designee, is authorized and empowered for and on behalf of the Board of Supervisors to execute a Pipeline Right-of-Way Agreement by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Acadian Gas Pipeline System concerning the following described land:

That certain tract or parcel of land containing 1,340 acres, more or less, being a portion of “Oakland Plantation” and situated in Sections 34, 68, 69, 70, 71, 72, 73 and 74, Township 3 North, Range 1 West and in Sections 38, 39, 44, 45, 46, and 47, Township 2 North, Range 1 West, Rapides Parish, Louisiana, and being more particularly described in that certain Deed dated September 6, 1946 from United States of America, to Board of Supervisors, La. State University and A. & M. College, recorded in Book 327, at Page 164, Conveyance Records, Clerk of Court, Rapides Parish, Louisiana. The location of the right-of-way and servitude herein granted is more clearly described and depicted as Exhibits "A and B", attached hereto and made a part hereof.”

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to include in said the Pipeline Right-of-Way Agreement such terms and conditions that he may deem in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that any and all lawful acts done and performed by John V. Lombardi, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and the same are hereby ratified.”



OFFICE OF THE PRESIDENT

JUN 16 2010

LSU SYSTEM
June 14th, 2010

Office of the Chancellor

101 J. Norman Efferson Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25203
Baton Rouge, LA 70894-5203
(225) 578-4161
Fax: (225) 578-4143

Accounting Services
(225) 578-4648
(225) 578-0735

Corporate Relations and
Public Service Activities
(225) 578-4238

Facilities Planning
(225) 578-8731
Fax: (225) 578-6032

Human Resource Management
(225) 578-2258
Fax: (225) 578-8284

Diversity
(225) 578-4640
Fax: (225) 578-8284

Sponsored Programs
104 J. Norman Efferson Hall
Baton Rouge, LA 70803
Post Office Box 25071
Baton Rouge, LA 70894-5071
(225) 578-6030
Fax: (225) 578-6032

Ag Leadership
102 M Efferson Hall - LSU
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-3659
Fax: (225) 578-4225

Communications
128 Knapp Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-2263
Fax: (225) 578-4524

Information Technology
118 Knapp Hall - LSU
Baton Rouge, LA 70803
(225) 578-4020
Fax: (225) 578-3629

International Programs
International Programs Bldg.
South Stadium Road
Baton Rouge, LA 70803
Post Office Box 16090
Baton Rouge, LA 70893
(225) 578-6963
Fax: (225) 578-6775

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

MEMORANDUM

TO: Dr. John V. Lombardi, President
Office of LSU System
107 System Building

RE: Request for Board Approval
Pipeline Right-of-Way Agreement
Dean Lee Research and Extension Center
Rapides Parish, Alexandria, Louisiana

THE
ENT

JUN 16 2010

SYSTEM

We request that the Board of Supervisors approve a Right-Of-Way Agreement for a 42 inch natural gas pipeline to cross the Dean Lee Research and Extension Center property on the ^{west} side of Hwy. 71. The new pipeline right of way will parallel an existing pipeline right of way and encompass a total of 14.19 acres. This portion of the property is primarily low-lying timber lands with some pastures used for beef cattle research. The installation of this pipeline will not have any long term effects on the research or plans for this property.

We enclose herewith our request for approval, together with supporting documents, and request that this matter be placed before the Board of Supervisors at its next meeting.

The information submitted herewith is complete and accurate and is in compliance with Article VII, Section 8 of the bylaws of the Board of Supervisors.

Sincerely,

William B. Richardson, Chancellor and
Chalkley Family Endowed Chair

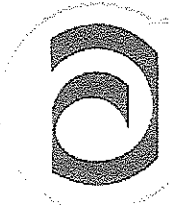
WBR:cf

xc: Mr. Jim Howell
Mr. Roger Husser
Dr. David Boethel

RECEIVED

JUN 16 2010

PROPERTY & FACILITIES



acadian

Acadian Gas Pipeline System
Calcasieu Gas Gathering System
Pontchartrain Natural Gas System

June 8, 2010

Roger E. Husser, Jr., P.E.
Director, Facilities & Planning
LSD Ag Center, Research & Extension
P.O. Box 25203
Baton Rouge, LA 70894-5203

Re: Acadian Gas Pipeline System Proposed Pipeline ROW Dear

Dear Mr. Husser:

Enclosed are documents relating to the property owned by L.S.U. in Section 47, T2N, R1W and Sections 68, 69, 70, and 71, T3N, R1W of Rapides Parish, LA that will be affected by this proposed pipeline.

Acadian Gas is asking for a 50 foot wide permanent ROW crossing this property as described in Exhibit A and as depicted on the preliminary survey plats labeled Exhibit B. In addition, Acadian Gas is also requesting use of additional strips of land parallel and adjacent to the 50 foot wide permanent ROW for temporary work space during construction of the pipeline. Please see Exhibit B for clarification of the location of the temporary workspace servitudes.

The preliminary survey plat shows an estimated length of the 50 foot wide servitude as 12,360.47 feet which equals 14.19 acres. The temporary work space servitudes encompass a total of 21.84 acres. Acadian is offering \$248,325.00 for the permanent servitude. This offer is based on \$17,500.00 per acre for 100% ownership. The offer for the temporary servitudes is a one year rental amount based on 12% of \$17,500.00 per acre ($\$17,500.00 \times 12\% = \$2,100.00/\text{acre} \times 21.84 \text{ acres} = \$45,864.00$ annual rental). The total amount of Acadian's offer is \$294,189.00.

Again, this survey data is a preliminary estimate so the exact distances and dimensions may change slightly. Please review this information and call me at 225-505-6634 with any questions or comments.

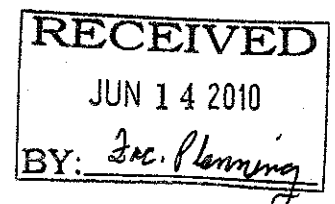
Sincerely,

Tom Bennett
Contract ROW Agent for

Acadian Gas Pipeline System

Cc: Dr. David Boethel, Vice Chancellor

Enclosures



PIPELINE RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that this Agreement made and entered into by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation herein appearing through and represented by Dr. John V. Lombardi, President of the Louisiana State University System, whose address is 104 System Building, 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808, hereunto duly authorized by a Resolution of said Board of Supervisors adopted on _____, a certified copy of which is annexed hereto and made a part hereof, sometimes hereinafter known and designated as OWNER, and ACADIAN GAS PIPELINE SYSTEM, a Delaware general partnership, whose mailing address is P.O. Box 4324, Houston, Texas 77210-4324, qualified to do and doing business in Louisiana hereinafter known and designated as ACADIAN.

The OWNER, for and in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), and for other valuable consideration, cash in hand paid, and the obligations of ACADIAN herein contained, hereby grants and conveys unto ACADIAN the right at any time to lay, construct, operate, inspect, test, maintain, repair, renew, replace, substitute, change the size of (up to a maximum of 42"), upgrade, alter, mark, protect and remove a pipeline and appurtenances, equipment and facilities, either above or below ground (with the pipeline to be below ground), useful or incidental to or for the operation, maintenance or protection thereof (including but not limited to electrical cables buried in the permanent right of way, air patrol markers, valves, test leads and corrosion control equipment as long as such are directly related to the pipeline) for the transportation of natural gas, crude petroleum products, distillate, condensate, liquefied petroleum gas, any hydrocarbon in a liquid state, any product in liquid state which is derived in whole or in substantial part from any hydrocarbon, and any mixture or mixtures thereof, in, on, over, under, across and through the following described land ("the land") in Rapides Parish, Louisiana:

That certain tract or parcel of land containing 1,340 acres, more or less, being a portion of "Oakland Plantation" and situated in Sections 34, 68, 69, 70, 71, 72, 73 and 74, Township 3 North, Range 1 West and in Sections 38, 39, 44, 45, 46, and 47, Township 2 North, Range 1 West, Rapides Parish, Louisiana, and being more particularly described in that certain Deed dated September, 6, 1946 from United States of America, to Board of Supervisors, La. State University and A. & M. College, recorded in Book 327, at Page 164, Conveyance Records, Clerk of Court, Rapides Parish, Louisiana,

Hereinafter known as the "pipeline."

The location of the right-of-way and servitude herein granted is more clearly described and depicted as Exhibits "A and B", attached hereto and made a part hereof.

The said right-of-way and servitude granted herein is described as a total of Fifty (50') feet wide and also indicates Temporary Work Space which may be used by ACADIAN during the initial construction of the pipeline only, after which rights to use of the Temporary Work Space shall cease.

The center line of the pipeline shall be as close as practicable to a 35/15 split of said right-of-way.

The right-of-way as above described is granted by the OWNER and accepted by ACADIAN under and subject to the following provisions and stipulation, to-wit:

1. Upon completion of the laying of said pipeline, ACADIAN will provide and set visible monuments of concrete or other durable material where the pipeline enters and leaves the land of OWNER, where the pipeline changes direction, and all road, utility crossings, stream and major ditch crossings.

2. ACADIAN shall have the right of ingress and egress to and from said right-of-way, but shall enter and leave said right-of-way from its ends. In addition, ACADIAN shall have the right of ingress and egress to and from said right-of-way on established public road or roads of OWNER; and ACADIAN agrees that it will repair, as soon as practicable, all damage to said roads caused by it in its use and operations hereunder. In the event ACADIAN enters and leaves said right-of-way at its ends, ACADIAN shall put in gates, cattle gaps or stiles, as reasonably required by OWNER, singly or in combination, at the ends of said right-of-way, and in the event it does erect gates at said points of entrance and exit, it will keep said gates securely locked in order to prevent strangers from entering the premises and to prevent cattle from straying therefrom. The said right of ingress and egress as above set forth shall be restricted to ACADIAN's employees and/or agents for the sole and only purpose of constructing, maintaining, operating, replacing, protecting, repairing, changing the size of, inspecting and removing said pipelines. It is agreed, however, that during construction of the lines, ACADIAN may, if necessary and if agreeable to OWNER, cross adjacent lands of OWNER at locations pointed out by OWNER, and thereafter repair and pay for such additional damages as may be caused by ACADIAN and suffered by OWNER by reason of said crossings. Any temporary access roads and/or temporary rights of way shall be compensated at a rate to be decided by Owner and Acadian prior to such use by Acadian. During construction, ACADIAN shall maintain all fences that it crosses so as to prevent cattle from going or coming into the premises of OWNER.

3. ACADIAN agrees that it will repair, as soon as practicable, all damage to roads, sidewalks, bike paths, or other flat work on or adjacent to this right-of-way caused by it in its use and operations hereunder. ACADIAN's right of ingress and egress as above set forth shall be restricted to ACADIAN's employees, contractors, and/or agents and assigns for the sole and only purposes granted in this agreement. When ACADIAN intends to perform any work on the pipeline other than visual inspection, it shall notify OWNER, unless an emergency prevents such notice and approval; provided, however, that a failure to notify OWNER shall not be deemed a material default hereunder.

4. ACADIAN shall not fence said right-of-way or construct any building or other structure thereon; and the pipeline shall be placed underground and buried so that the top of the pipeline is at least forty-eight inches (48") below the surface of the ground or when paralleling within fifty (50') feet of an existing pipeline, to substantially the same cover of the existing pipeline to the extent practicable. In no event shall the top of the pipeline be buried less than forty-eight (48") inches below the surface of the ground.

5. The drainage of OWNER's lands traversed by said right-of-way shall not be unreasonably interfered with, and ACADIAN shall not obstruct said drainage during construction or at any time thereafter, all measures shall be taken to ensure immediate and proper repairs of any such disruption in drainage. ACADIAN immediately after initial construction, and at all times thereafter that work on the pipeline is performed, will grade and maintain the land contours as nearly as practical to their original levels within the construction route. ACADIAN agrees that the pipeline will be installed with a minimum of at least four (4) feet of cover under the bottom of the drainage ditches now existing.

6. ACADIAN shall pay for any damages to growing crops, livestock, drainage, utilities, fences, buildings, sidewalks, bike paths, roads, other structures and marketable timber on the land caused by ACADIAN's construction operations, with such compensation being in an amount which includes the reasonable value of any research which is damaged, lost or set back by the activities of ACADIAN hereunder.

7. ACADIAN shall utilize the "double ditching" method of excavating. ACADIAN shall remove the surface soil separately for the full length and width of the pipeline trench to a depth of not less than ten (10) inches. All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile. In backfilling the trench the stockpiled subsoil material will be placed back into the trench first followed by the topsoil stockpile. ACADIAN shall have the right to use additional workspace that is reasonably necessary, adjacent to the permanent and temporary servitudes, to separate such soil and shall not be subject to the compensation provisions as set forth in the above item 3. ACADIAN shall tractor tread tamp over and above the pipeline (or otherwise adequately pack the ditch). At the time of such filling and tamping said pipeline ditch shall be, as nearly as practical, free of water; and in case of sinking or caving, ACADIAN shall take the necessary steps to refill and re-level the location to its condition prior to construction, including ACADIAN's responsibility to correct any future caving or sinking. Upon completion of the construction, ACADIAN will clear all debris from the premises by removing same, and will level off the ground above the pipeline as nearly as practicable to that prior to the construction. Upon completion of construction in each area, all pasture lands shall be reseeded with Bermuda grass.

8. OWNER reserves the right to fully use and enjoy the lands included in said right-of-way for all purposes other than those herein granted, except OWNER shall not construct or maintain nor permit to be constructed or maintained on said right-of-way any house, structure, or obstruction, on or over said right of way. Without limiting the generality of the above, OWNER particularly reserves the right to cross said right-of-way with roadways, and to cross the right-of-way with fences, electric lines, drainage lines, sewer lines, water lines, gas lines and other utilities as may be necessary at any angle of not less than forty-five (45) degrees to GRANTEE's pipeline over and across said right-of-way, said lines or utilities to be adjacent to such roads or

existing roads, if reasonably possible. Additionally, not less than 60 days prior to the commencement of any work which may impact the pipeline, with the exception of the construction of a fence, OWNER shall send ACADIAN two sets of all final plans so that ACADIAN can ascertain, within 30 days, whether or not such construction will conflict with the safe operation and maintenance of the right of way, pipeline or facilities. In addition, at least 48 hours prior to commencing any excavation or other construction activity in the vicinity of the right of way, pipeline, or facilities, OWNER shall notify LOUISIANA One-Call System, telephone 1-800-272-3020. All work in the vicinity of the pipeline must be done in accordance with generally accepted engineering practices and safety procedures. ACADIAN and OWNER will mutually agree upon any necessary gates in fences.

9. In constructing, maintaining and operating said pipeline, ACADIAN shall observe the safety practices current in the industry. To insure safety of OWNER's operations after initial construction, ACADIAN shall notify OWNER of any planned maintenance or operation work affecting or potentially effecting OWNER's utilities at least 30 days in advance of planned work. In the event of emergency work, ACADIAN shall notify OWNER's Facility Services Department and LSU Ag Center Facilities Planning—(225) 578-8731 no later than 24 hours after the emergency or as soon as reasonably possible where potential damage to OWNER's utilities exist.

10. ACADIAN hereby assumes all liability for and agrees to pay for all damages, including environmental damages, to all property of any nature and kind, and all losses resulting from such injuries and damages, regardless of when such damages or losses are incurred, caused by ACADIAN's construction, operation, maintenance, inspection, replacement, abandonment in place, or removal, of said pipeline, and agrees to indemnify OWNER, save it harmless and defend it from any and all claims, demands and causes of action for damage to property or injury to or death of persons or for environmental damage, including any claims arising under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and other applicable federal and state environmental laws, arising in connection with, caused by or resulting from ACADIAN's construction, operation, maintenance, inspection, replacement, protection, repairing, changing the size of, abandonment in place, or removal of ACADIAN's pipeline hereunder or the exercise by ACADIAN of any of the rights herein granted except to the extent that such claims, demands, or causes of action result from OWNER's gross negligence or willful misconduct, their contractors, agents or assigns. ACADIAN's liability and indemnity, hold harmless and related obligations as described in this agreement shall survive the terms of this agreement and extend to OWNER after any transfer or reversion of the property or property rights to OWNER or to any third party. The indemnity, hold harmless and defense provisions as provided above are applicable, but not limited to claims, demands, or suits for bodily injury, illness, disease, death, loss of services, maintenance, cure, property or wages, which may be brought by ACADIAN's employees, agents and/or assigns, and the agents, employees and/or assigns of their subcontractors, incident to, arising out of, in connection with or resulting from the activities of ACADIAN, its employees, agents and/or assigns or their subcontractors and their employees, agents and/or assigns or in connection with the work to be performed, services to be rendered or materials to be furnished under this Agreement.

11. In all disputes involving discharge of oil, saltwater or other noxious substances on the

property in the vicinity of the pipeline, ACADIAN shall bear the burden of proving these substances did not originate from its pipeline operations covered by this agreement and that the presence of such substances did not damage the property or OWNER's other property.

12. ACADIAN accepts the grant of said right-of-way subject to any and all recorded pre-existing leases, servitudes, rights-of-way and mineral rights or other rights heretofore granted and reserved affecting said land. The grant is also made by OWNER and accepted by ACADIAN without warranty or recourse against OWNER, even for the return of all or any portion of the consideration paid for this servitude.

13. After the pipeline provided for herein shall have been constructed and put into operation, should ACADIAN fail to use the same for the purposes herein provided for a period of thirty-six (36) consecutive months, then and in that event this right-of-way agreement and servitude shall be terminated, and ACADIAN shall remove the pipeline within one year from date of termination of said right-of-way agreement, unless after notice to OWNER, the President notifies ACADIAN not to remove the pipeline and to transfer ownership of the pipeline to OWNER.. ACADIAN shall immediately notify OWNER in writing, by United States mail, certified, return receipt requested, to the Director of the Louisiana Agricultural Experiment Station, and the Executive Vice President of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College of the termination of the right-of-way agreement and servitude and its intent and plan to remove the pipeline. OWNER shall not be prejudiced in requiring this removal if it is not aware that the servitude has terminated or has expired. Failure to notify or remove said pipeline within the above specified period, shall constitute an abandonment of any claim whatsoever to said pipeline on the part of ACADIAN, but shall not remove ACADIAN'S obligation to remove the pipeline. Upon removal of the pipeline ACADIAN shall reasonably restore the premises as nearly as possible to their present condition. If the pipeline is not required to be removed ACADIAN shall take all practical steps to leave the pipeline in a safe (including environmentally safe) condition, in accord with the highest industry standards for abandoning pipelines.

14. The consideration for this Agreement shall cover damages which are reasonably contemplated when a pipeline is installed or operations are conducted on an undeveloped property in this area and are incurred as a result of the initial construction of the pipeline. Abnormal damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by OWNER, one to be appointed by ACADIAN, and the third by the two so appointed as aforesaid, and the award of the amount of damages so fixed by such three persons, or two of them, shall be final and conclusive.

15. ACADIAN shall conduct operations on the property in a manner so as to conform with all local, state, and federal rules, ordinances, laws, and regulations applicable to ACADIAN.

16. ACADIAN shall provide to OWNER, with carrier's reasonably acceptable to Owner, evidence of Commercial General Liability insurance in the amount of Five Million Dollars (\$5,000,000.00) covering bodily injury and property damage, including sudden and accidental pollution coverage. OWNER shall be included as an additional insured on the coverage required herein.

17. This instrument may be executed in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. The covenants and obligations of this right of way shall run with the land. Except to a parent, subsidiary, affiliated or related company, the rights herein granted may not be assigned without the prior written consent of OWNER, with such assignment including OWNER's standard conditions to assignment, which consent shall not be unreasonably withheld, nor shall consent be required for any mortgage, pledge or other type of encumbrance of the pipeline servitude.

Dated _____ day of _____, 2010.

GRANTOR

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

Witness

Printed name: _____

Witness

Printed name: _____

John V. Lombardi, President

[Title: If Grantor is a corporate entity]

GRANTEE

ACADIAN GAS PIPELINE SYSTEM

Witness

Printed name: _____

Witness

Printed name: _____

By: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ §
PARISH OF _____ §

Be it known, that on this ___ day of the month of _____, _____, before me, the undersigned authority, personally came and appeared _____, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that _____ [he/she] signed the above and foregoing document as _____ [his/her] own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said Grantor has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and the date first above written.

Notary Commission Expires: _____

Notary Public for the State of: _____

Printed name: _____

SUBSCRIBING WITNESS ACKNOWLEDGMENT

STATE OF _____ §
PARISH OF _____ §

BEFORE ME, the undersigned authority, personally came and appeared _____ by me being first duly sworn, deposed and said:

That _____ [he/she] is one of the witnesses to the execution of the forgoing instrument and that [he/she] saw _____ execute said instrument as _____ [title of Grantor] of _____ [name of business entity] as the free act and deed of said _____ [type of entity] in the presence of appearer and the other subscribing witness.

Signature of Witness

Printed Name

Sworn to and subscribed before me on this the ___ day of _____, _____.

Notary Commission Expires: _____

Notary Public for the State of: _____

Printed name: _____

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on the _____ day of _____
2009, by Paul D. Lair as Attorney-in-Fact of Enterprise Texas Pipeline LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2010.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

EXHIBIT "A"

**ALIGNMENT DESCRIPTION FOR A PROPOSED 50 FOOT WIDE PERMANENT
RIGHT-OF-WAY AND SERVITUDE FOR A PIPELINE ACROSS THE PROPERTY OF
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE**

CENTERLINE DESCRIPTION FOR A PROPOSED FIFTY FOOT (50') WIDE PERMANENT RIGHT-OF-WAY AND SERVITUDE, FOR A PIPELINE LOCATED IN SECTION 47, TOWNSHIP 2 NORTH, RANGE 1 WEST AND SECTIONS 68, 69, 70 AND 71, TOWNSHIP 3 NORTH, RANGE 1 WEST OF RAPIDES PARISH, LOUISIANA, BEING A PORTION OF THAT CERTAIN CALLED 3,113.30 ACRE TRACT OF LAND, DESCRIBED AS OAKLAND PLANTATION IN A DEED TO BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, RECORDED IN BOOK 327, PAGE 164 OF THE OFFICE OF THE CLERK OF COURT OF RAPIDES PARISH, LOUISIANA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS BY METES AND BOUNDS AS FOLLOWS;

PART 1:

COMMENCING at a 6-inch fence post found on the south line of said 3,113.30 acre tract, same being on the north line of Bayou Robert;

THENCE over and across Bayou Robert, North 25°50'11" East, a distance of 613.80 feet to a calculated point, being the **POINT OF BEGINNING** of the centerline for the 50' wide right-of-way and servitude described herein, having UTM grid coordinates of N=11,319,164.61', E=1,815,228.99';

THENCE over and across said 3,113.30 acre tract, the following three (3) courses and distances:

1. North 44°16'49" West, a distance of 322.11 feet to a calculated point,
2. North 37°27'56" West, a distance of 157.20 feet to a calculated point, and thence
3. North 45°03'21" West, a distance of 1,416.77 feet to a calculated point on the south line of said 3,113.30 acre tract, having UTM grid coordinates of N=11,320,520.82', E=1,813,905.70', for the **POINT OF TERMINATION** of said centerline described herein, from which an I-rail found for an angle point in the south line of said 3,113.30 acre tract bears, North 28°56'59" West, a distance of 122.15 feet, and also from which a 6-inch fence post found on the south line of said 3,113.30 acre tract bears, South 28°56'59" East, a distance of 2,181.21 feet.

PART 2:

COMMENCING at an I-rail found on the south line of said 3,113.30 acre tract;

THENCE with said south line, North 82°48'43" West, a distance of 55.34 feet to a calculated point, being the **POINT OF BEGINNING** of the centerline for the 50' wide right-of-way and servitude described herein, having UTM grid coordinates of N=11,320,634.63', E=1,813,791.67', from which a 2-inch iron pipe found for an interior corner on said south line bears, North 82°48'43" West, a distance of 4,125.71 feet;

THENCE over and across said 3,113.30 acre tract, the following two (2) courses and distances:

1. North 45°03'21" West, a distance of 5,312.30 feet to a calculated point, and thence

2. North 82°27'29" West, a distance of 5,152.19 feet to a calculated point on the west line of said 3,113.30 acre tract, having UTM grid coordinates of N=11,325,063.56', E=1,804,924.02', for the **POINT OF TERMINATION** of said centerline described herein, from which a 2-inch iron pipe found in the north line of said 3,113.30 acre tract bears, with the arc of a curve to the right a distance of 25.05 feet, through a central angle of 00°06'39", having a radius of 12,960.85 feet, and whose chord bears, North 04°04'35" East, a distance of 25.05 feet, to a calculated point for the northwest corner of said 3,113.30 acre tract, and thence South 82°27'29" East, a distance of 741.20'.

TEMPORARY WORK SPACE

Grantor agrees to an additional Sixty foot (60') and Ninety foot (90') wide strips of land, to be used during the construction of the pipeline. The 60 foot and 90 foot wide strips of land will be on the west and south sides, parallel with and adjacent to the above described 50 foot wide permanent right-of-way and servitude. Said 60 foot and 90 foot wide strips of land shall extend the entire length of the 50 foot wide permanent right-of-way and servitude. (See Exhibit "B" for clarification of servitude location). Upon completion of construction, the temporary workspaces shall revert automatically back to Grantor. In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the right-of-way changes, Grantee shall have the right to use additional temporary workspaces as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

Notes:

1. This property description is accompanied by a separate sketch of even date.
2. All bearings are based on UTM Coordinate System, Zone 15 R, (NAD-83). All coordinates and distances shown are grid, in U.S. survey feet
3. Temporary and additional workspace as shown on sketch.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Carl Anthony Jeansonne, Jr., a Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26th day of May 2010 A.D.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE

Surveying And Mapping, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735

Carl Anthony Jeansonne, Jr.
Professional Land Surveyor
No. 4543 - State of Louisiana

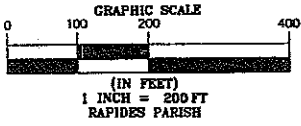
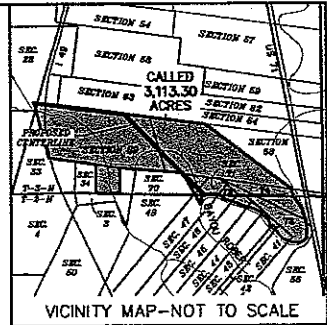
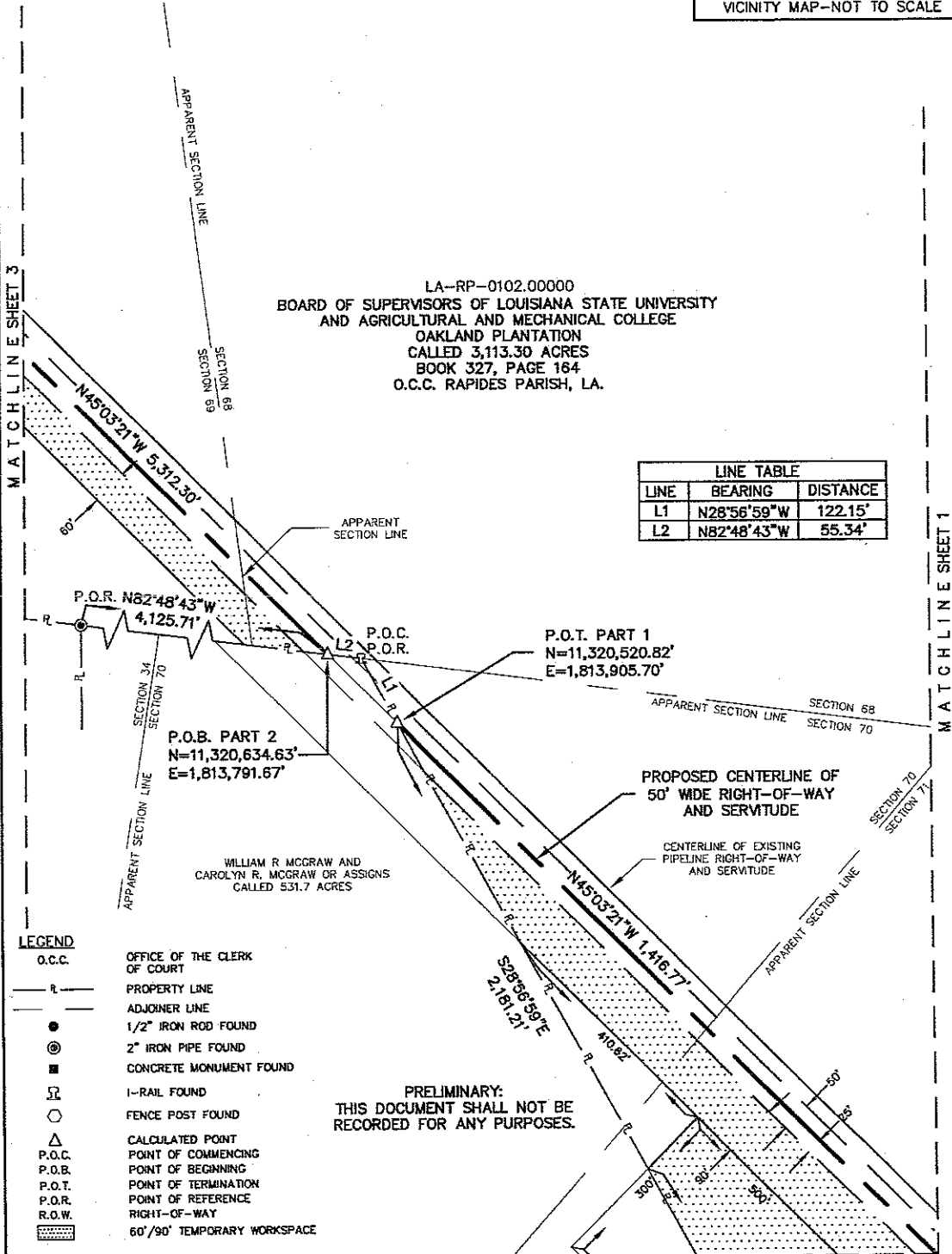


EXHIBIT "B"
SECTION 47
T-2-N, R-1-W
SECTIONS 68, 69, 70, AND 71
T-3-N, R-1-W
RAPIDES PARISH, LOUISIANA



CALCULATED PIPELINE SERVITUDE ACREAGE: 14.19
CALCULATED TEMPORARY WORKSPACE ACREAGE: 21.84



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N28°56'59"W	122.15'
L2	N82°48'43"W	55.34'

- LEGEND**
- O.C.C. OFFICE OF THE CLERK OF COURT
 - R. PROPERTY LINE
 - ADJOINER LINE
 - 1/2" IRON ROD FOUND
 - ⊙ 2" IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - ⊔ I-RAIL FOUND
 - FENCE POST FOUND
 - △ CALCULATED POINT
 - P.O.C. POINT OF COMMENCING
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - P.O.R. POINT OF REFERENCE
 - R.O.W. RIGHT-OF-WAY
 - 60°/90° TEMPORARY WORKSPACE

PRELIMINARY:
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSES.

PROJECT: ACADIAN GAS PIPELINE SYS.
JOB NUMBER: 29211
DATE: 05/26/10
SCALE: 1"=200'
SURVYOR: C.A. RANSONNE
TECHNICIAN: RANSONNE / TRUJAN
DRAWING: LA-RP-0102.00000.DWG
TRACT: LA-RP-0102.00000
PARTYCHECK: G.G. LT. D.P.
FIELDBOOKS: 6866 6827



4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN TEXAS, 78755
(512) 447-0575
FAX: (512) 326-3029
EMAIL: SAH@SAMINC.BIZ

ACADIAN GAS PIPELINE SYSTEM
PROPOSED 50' PERMANENT
R.O.W. AND SERVITUDE
AND A 60' & 90' TEMPORARY WORKSPACE
ACROSS BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE
RAPIDES PARISH, LOUISIANA

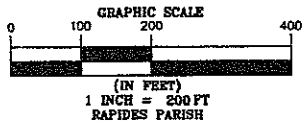
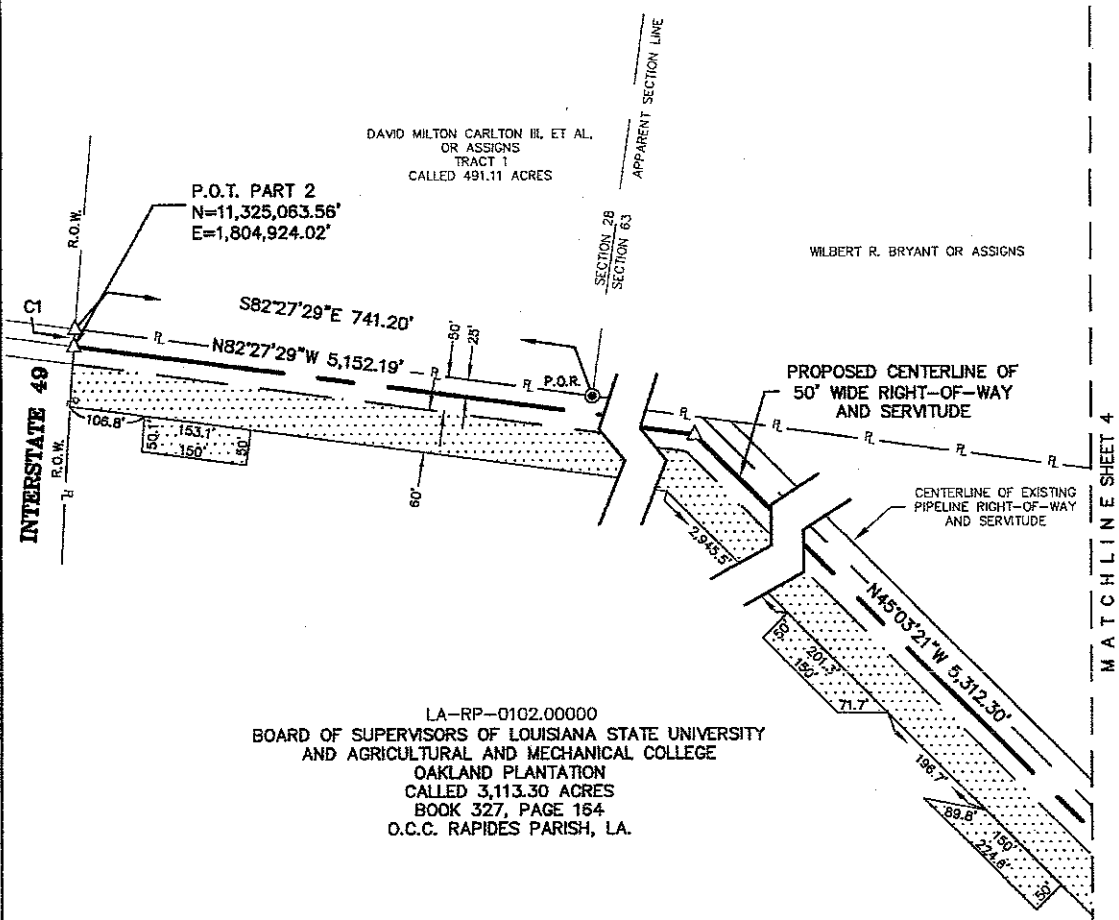
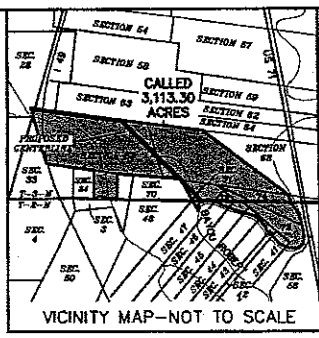


EXHIBIT "B"
SECTION 47
T-2-N, R-1-W
SECTIONS 68, 69, 70, AND 71
T-3-N, R-1-W
RAPIDES PARISH, LOUISIANA

CALCULATED PIPELINE SERVITUDE ACREAGE: 14.19
 CALCULATED TEMPORARY WORKSPACE ACREAGE: 21.84



DAVID MILTON CARLTON III ET AL.
 OR ASSIGNS
 TRACT 1
 CALLED 491.11 ACRES

WILBERT R. BRYANT OR ASSIGNS

P.O.T. PART 2
 N=11,325,063.56'
 E=1,804,924.02'

LA-RP-0102.00000
 BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
 AND AGRICULTURAL AND MECHANICAL COLLEGE
 OAKLAND PLANTATION
 CALLED 3,113.30 ACRES
 BOOK 327, PAGE 164
 O.C.C. RAPIDES PARISH, LA.

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	00°06'39"	12,960.85'	25.05'	12.52'	N04°04'35"E	25.05'

- NOTES:**
- THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND FOR THE LOCATION AND THE ALIGNMENT OF A PERMANENT PIPELINE SERVITUDE, AND THE LOCATION OF TEMPORARY WORKSPACES AS REQUIRED. THIS SURVEY IS NOT A LAND TITLE SURVEY, AND IT DOES NOT CONFORM TO THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS DEFINED BY THE LOUISIANA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND AS SUCH IT SHOULD NOT BE USED FOR THE DETERMINATION OF ANY BOUNDARY FOR THE SUBJECT TRACTS DEPICTED.
 - THE SURVEYOR DID NOT RESEARCH THE TITLES TO THE SUBJECT TRACT OR TO THE ADJOINING TRACTS. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, AND THE SURVEYOR WAS DEPENDENT UPON THE TITLE OPINION OF OTHERS. ALL PROPERTY OWNERSHIP INFORMATION, AND RECORDATION INFORMATION WAS SUPPLIED BY SUNCOAST LAND.
 - THERE MAY BE EASEMENTS, SERVITUDES, OR OTHER MATTERS OF RECORD THAT ARE NOT SHOWN ON THIS PLAT.
 - IMPROVEMENTS SUCH AS BUILDINGS, TANK PONDS, FENCES, IRRIGATION DITCHES, WATER WELLS, OIL AND GAS WELLS, TANK BATTERIES, OIL PRODUCTION EQUIPMENT, POWER POLES, PERMANENT STRUCTURES, ETC., ARE NOT SHOWN ON THIS PLAT.
 - ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON UTM ZONE 15 R, MAD-83. ALL DISTANCES AND COORDINATES ARE GRID, IN U.S. SURVEY FEET AND ARE BASED ON THE SAME HORIZONTAL DATUM.

PRELIMINARY:
 THIS DOCUMENT SHALL NOT BE
 RECORDED FOR ANY PURPOSES.

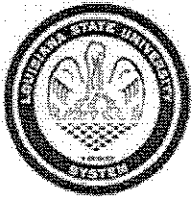
- LEGEND**
- O.C.C. OFFICE OF THE CLERK OF COURT
 - P — PROPERTY LINE
 - A — ADJOINER LINE
 - 1/2" IRON ROD FOUND
 - ⊙ 2" IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - ⊥ I-RAIL FOUND
 - FENCE POST FOUND
 - △ CALCULATED POINT
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PROJECT: ACADIAN GAS PIPELINE SYS.
JOB NUMBER: 29211
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TECHNICIAN: R. HANSEN / T. BIAAS
DRAWING: LA-RP-0102.00000.DWG
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ACADIAN GAS PIPELINE SYSTEM
 PROPOSED 50' PERMANENT
 R.O.W. AND SERVITUDE
 AND A 60' & 90' TEMPORARY WORKSPACE
 ACROSS BOARD OF SUPERVISORS OF
 LOUISIANA STATE UNIVERSITY AND
 AGRICULTURAL AND MECHANICAL COLLEGE
 RAPIDES PARISH, LOUISIANA



**APPROVAL OF REVOCABLE PERMIT & LAND USE AGREEMENT
FOR AN EARTHSCOPE SEISMIC STATION AT
COASTAL AREA RESEARCH STATION, PLAQUEMINES PARISH
(SEISMIC RECORDING SYSTEM).**

To: Members of the Board of Supervisors

Date: July 16, 2010

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

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes, or other immovable property owned or controlled by LSU.

1. Summary of the Matter

Request by the Agricultural Center is for approval to install an EarthScope Seismic Station at the Coastal Area Research Station in Plaquemines Parish. EarthScope is a National Science Foundation project investigating the structure of the North American continent and its physical effects controlling earthquakes and volcano eruptions. The station is part of a grid system being installed nationwide by Incorporated Research Institution for Seismology (IRIS), a non-profit consortium of over 100 U.S. universities that manages facilities for seismological research. The station is approximately 42" in diameter and 7'-0" tall and will be installed below grade. The agreement is for 36 months and the AgCenter may cancel at any time with 30 days notice.

2. Business Plan and Fiscal Impact

There will be no compensation for this station.

3. Success or Fiscal Feasibility:

Not applicable.

4. Competitive Process:

Not applicable.

5. Legal and related documents:

- Revocable Permit and Land Use Agreement is attached

6. Legal Entities Involved:

- LSU Board of Supervisors
- The IRIS Consortium

7. **Related Transactions:**

None

8. **Conflicts of Interest:**

None

Attachments

- Letter from Chancellor Richardson
- Revocable Permit and Land Use Agreement for one EarthScope Seismic Station
- Description of work

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, or his designee, to enter into and execute a Revocable Permit & Land Use Agreement for an Earthscope Seismic Station at the Coastal Area Research Station, Plaquemines Parish (Seismic Recording System)

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Revocable Permit & Land Use Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that any and all lawful acts done and performed by John V. Lombardi, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and the same are hereby ratified.”



OFFICE OF THE
PRESIDENT

JUN 14 2010

LSU SYSTEM

June 2, 2010

Office of the Chancellor

101 J. Norman Efferson Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25203
Baton Rouge, LA 70894-5203
(225) 578-4161
Fax: (225) 578-4143

Accounting Services
(225) 578-4648
(225) 578-0735

Corporate Relations and
Public Service Activities
(225) 578-4238

Facilities Planning
(225) 578-8731
Fax: (225) 578-6032

Human Resource Management
(225) 578-2258
Fax: (225) 578-8284

Diversity
(225) 578-4640
Fax: (225) 578-8284

Sponsored Programs
104 J. Norman Efferson Hall
Baton Rouge, LA 70803
Post Office Box 25071
Baton Rouge, LA 70894-5071
(225) 578-6030
Fax: (225) 578-6032

Ag Leadership
102 M Efferson Hall - LSU
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-3659
Fax: (225) 578-4225

Communications
128 Knapp Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-2263
Fax: (225) 578-4524

Information Technology
118 Knapp Hall - LSU
Baton Rouge, LA 70803
(225) 578-4020
Fax: (225) 578-3629

International Programs
International Programs Bldg.
South Stadium Road
Baton Rouge, LA 70803
Post Office Box 16090
Baton Rouge, LA 70893
(225) 578-6963
Fax: (225) 578-6775

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

MEMORANDUM

TO: Dr. John V. Lombardi, President
Office of LSU System
107 System Building

RE: Request for Board Approval
Revocable Permit and Land Use Agreement for an Earthscope Seismic Station
Coastal Area Research Station, Plaquemines Parish, Port Sulphur, Louisiana

Request that the Board of Supervisors approve the installation of a seismic recording system station at the Coastal Area Research Station which is part of a grid of seismic stations being installed across the United States. The station is very small, 42" in diameter, and the installers will only be on site for two days to perform the installation. The location of the station will be on the far northeast corner of the property so as not to obstruct any future activities on the property.

We enclose herewith our request for approval, together with supporting documents, and request that this matter be placed before the Board of Supervisors at its June 4th meeting.

The information submitted herewith is complete and accurate and is in compliance with Article VII, Section 8 of the bylaws of the Board of Supervisors.

Sincerely,

William B. Richardson, Chancellor and
Chalkley Family Endowed Chair

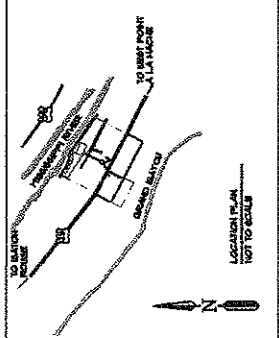
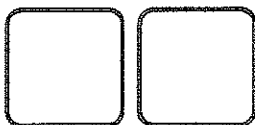
WBR:cf

xc: Mr. Jim Howell
Mr. Roger Husser
Dr. David Boethel

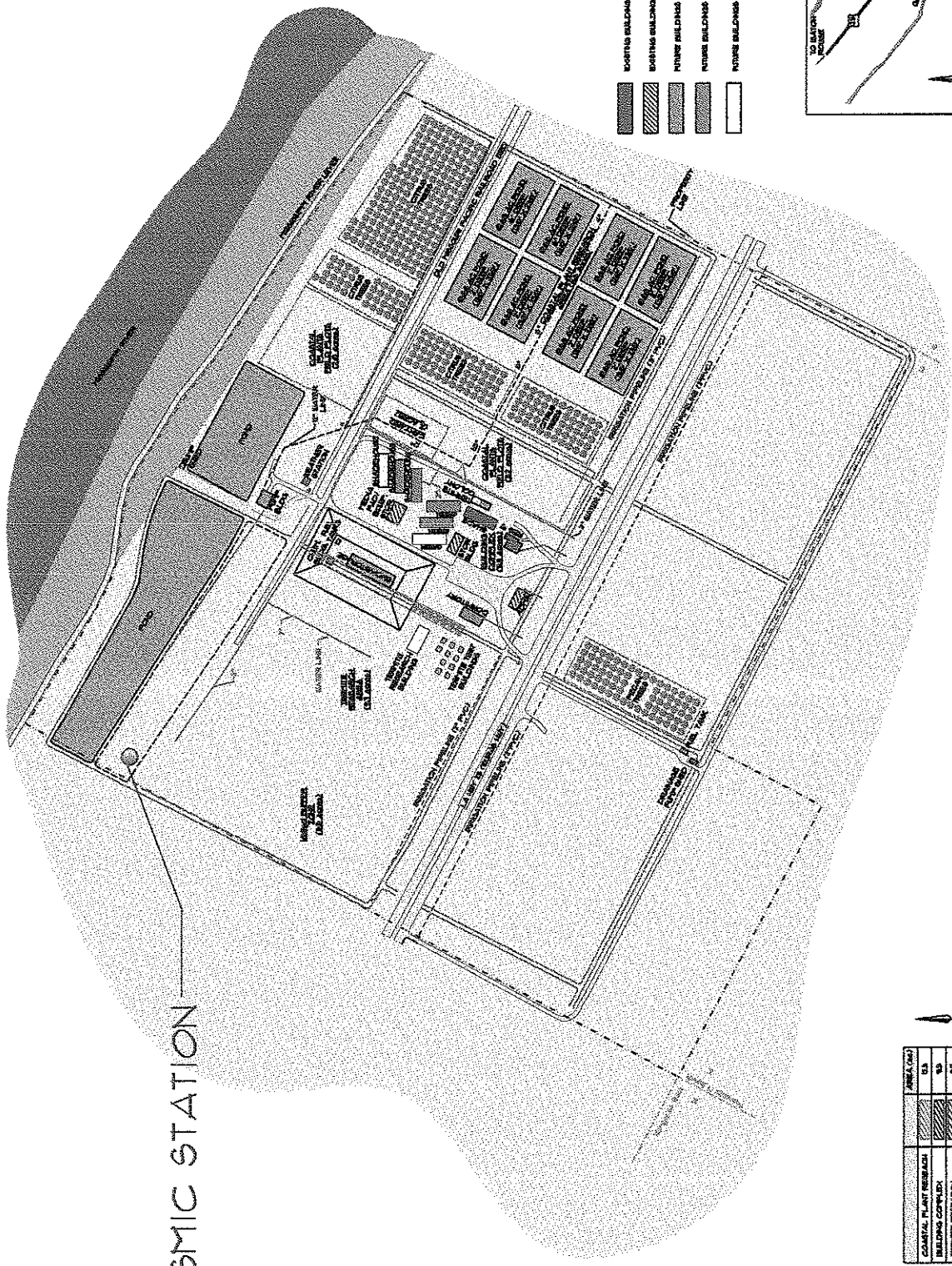
RECEIVED

JUN 14 2010

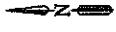
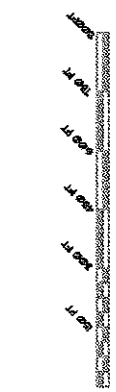
PROPERTY & FACILITIES



- FUTURE BUILDINGS TO BE OWNED
- EXISTING BUILDINGS REPAIRED BY FEMA
- FUTURE BUILDINGS BY FEMA
- FUTURE BUILDINGS BY BOB GRANT
- FUTURE BUILDINGS



SEISMIC STATION



SYMBOL	DESCRIPTION
	COASTAL PLANT RESEARCH
	BUILDING COMPLEX
	TURTLE RESEARCH
	WATER RESEARCH
	PROPERTY LINE
	BOUNDARY



Site Code 646A-2

**Revocable Permit and Land Use Agreement
for an EarthScope Seismic Station**



EarthScope is a National Science Foundation (NSF) project to investigate the structure of the North American continent and the physical processes controlling earthquakes and volcanic eruptions. Incorporated Research Institutions for Seismology (IRIS), a non-profit consortium of over 100 U.S. universities, manages facilities for seismological research and is responsible for the installation, operation and removal of the earthquake monitoring equipment of EarthScope under a cooperative agreement with the National Science Foundation. NSF as a federal agency retains title to all equipment.

The undersigned The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on behalf of the LSU AgCenter (hereinafter called the PERMITTER) hereby grants the

Incorporated Research Institutions for Seismology (IRIS)
1200 New York Ave, NW #800
Washington DC 20005
(202) 682-2220
(800) 504-0357

(hereinafter called IRIS) permission to install, operate, maintain and service a Seismic Recording System as part of the EarthScope project. Such Seismic Recording System measures ground movements caused by earthquakes and other natural sources at the location specified below and in attached images and maps (if required):

On the property located at:

22193 Highway 23
Port Sulphur, LA 70083

Site within 100 meters of: 29.58323, -89.82445

And as shown in accompanying reconnaissance report, attached to this Permit as Exhibit "A".

The property is also known as the LSU Ag Center's Coastal Research Station.

The permit is given without charge in consideration of the above and the following:

1. IRIS shall obtain all permits required for installation of the equipment at the specified location. Required permits may include but are not limited to a Louisiana Coastal Use Permit from the United States Army Corps of Engineers. IRIS agrees to comply with all local, state, and federal laws and regulations applicable to installing, operating, maintaining, and servicing the Seismic Recording System located on Permitter's property. IRIS agrees to provide copies of all permits obtained to Permitter.
2. IRIS will be responsible for all costs incurred in installing, operating, maintaining, and servicing the Seismic Recording System located on Permitter's property. IRIS agrees to pay Permitter one thousand dollars (\$1,000) to help defray Permitter's administrative costs including legal review. Payment will be made upon full execution of this permit.
3. This permit is for the period beginning 11/1/2010 and continuing for 36 months. The Permitter may terminate this agreement at any time with or without cause upon 30-day notice in writing to IRIS.
4. IRIS or their agent will notify the Permitter (or Permitter's agent) prior to the day of installation of the equipment. IRIS will notify the Permitter (or Permitter's agent) prior to entry for any maintenance visits.
5. IRIS accepts the premises in an "as is" condition and upon completion of the permit, and agrees to restore the premises as nearly as possible to the condition at the start of the permit.
6. Permitter will not be held responsible for loss of, or damage to, NSF equipment on the property. IRIS agrees to indemnify, defend, and hold Permitter harmless from any and all claims or causes of action resulting from any activities of IRIS or IRIS' contractors on Permitter's property, and any and all claims or causes of action resulting from Permitter's activities on the property to assist IRIS or IRIS contractors.

7. IRIS agrees that the installation and maintenance of the seismic equipment on the lands of the Permitter on which they are installed shall be effected with reasonable diligence to avoid damage to the land.
8. IRIS agrees to reimburse Permitter for electrical power, if such power is used and Permitter requires reimbursement.
9. This permit is granted with warranty of title only and subject to and subordinate to all rights under any existing leases, permits, and servitudes affecting Permitter's property. Permitter does not warrant, nor make any representation of any nature, express or implied as to the suitability of the property for IRIS' purposes, which is expressly acknowledged by IRIS. IRIS waives and renounces any and all rights and claims against Permitter, its successors or assigns, for damages to persons or property arising or which may arise in connection with the condition of the property
10. Upon the grant of this Permit, IRIS agrees to maintain, or cause to be maintained, liability insurance against claims or causes of action for bodily injury, loss of life, or property damage occurring in or in connection with IRIS' use of the property and any activities associated IRIS' use of the property. IRIS will provide to Permitter proof of liability insurance that provides coverage for IRIS' use of the property and its actions pursuant to this Permit.
11. All notices concerning this Permit should be sent to the following:

Roger Husser
 Director, LSU AgCenter Facilities Planning
 Rm. 208 J. Norman Efferson Hall - LSU Campus
 P.O. Box 25203
 Baton Rouge, LA 70894-5203
 Office: (225) 578-8731
 Fax: (225) 578-7351

Permitter name, title, signature and date:
 Board of Supervisors of Louisiana State
 University and Agricultural and Mechanical
 College, on behalf of the LSU AgCenter

IRIS Designee, title, signature and date:

X _____
 John V. Lombardi, President
 LSU System
 DATE: _____

X _____
 Robert Busby, IRIS, TA Manager
 DATE: _____

Reconnaissance Report

USArray Transportable Array

Site: 646A-2

Reported by: Graylan Vincent
Visitors: Graylan Vincent
Date of Initial Recon: March 1, 2010
Revised: DL100303
Verified: GV100301

Coordinates: 29.58323 -89.82445

Elevation: 1.3 meters
Time Zone: Central
Construction: Dec 2010

Landowner:

Name: LSU Ag Center Coastal Research Station

John S. Russin
Associate Vice Chancellor & Associate Director
Louisiana Ag Experiment Station
PO Box 25055
Baton Rouge, LA 70894-5055
(225) 578-4182
(225) 573-0787 cell
(225) 578-6032 fax
jrussin@agcenter.lsu.edu

SITE Address: 22193 Highway 23
Port Sulphur, LA 70083

Franklin (Fred) LaRue II
Research Associate (on site manager)
LSU Coastal Research Station
(504) 656-0321 Office
(504) 656-7148 Fax
flarue@agcenter.lsu.edu

Contact:

Administrative/permitting: Dr. John Russin
Site contact: Fred LaRue

Recheck:	DL100308
Access:	Two Wheel drive
Comm Type:	Verizon Digital Service
Fencing:	NOT Required
Eng. Approval:	DRL100308
Template Ver.	2009_03_19

Driving Directions:

From New Orleans, LA:

Go Southeast on US-90 – go 3 miles after crossing the Mississippi River

Take Exit 7 and go South on LA-23 – go 34 miles.

Cross Left (NE) over the highway to the LSU Ag Research Station at (29.57940 -89.82265).

Proceed on the main center road NNE for 650 feet to the old railroad grade.

Proceed Left (NW) on the old grade at (29.58167 -89.82181) for 0.2 miles to the end of the grade just before the fence.

Land Use:

Agricultural research station

Proximity to Initial Location:

646A-2 is 11.93 km, 337.4° from initial site

Noise:

Mississippi River main channel 175m NE

Busy highway (LA-23) 280m SW

Wind

Brush hog

Mowers

New building construction 300m SE

Research activities

Pumps across the highway

Issues:

- Landowner required to be notified prior to construction/installation. All personnel must notify contact for permission to enter site area for any work in the future.
- Earthscope/USArray, at end of occupying site, will remove equipment and the area will be returned to the same condition it was found.
- Water is available on site at: at a spigot adjacent to the site.
- Drive-up access to site: 2WD when dry. The site is located on top of an old railroad grade and should always be dry and accessible.
- Enough room should be left around the site to allow a mower/brush hog to get around.
- Fencing not required.
- Backhoe can unload on the property.
- Site is secure on private property.
- No bedrock within 7 feet.
- **CONSTRUCTION NOTE: Water table below 3 feet.**
- Lodging/restaurants available in: New Orleans area.
- Building materials available in: New Orleans area.
- Trivia: The residence to the NW of the site is the Woodland Plantation, as seen on the label of the Southern Comfort bottle.

Feasibility:

Comms: Verizon Digital Service

	RSSI in dB	Channel	Network	Internet Access?
Verizon	-87	283	VZW	YES
AT&T	-51	230	310410	YES
Alltel	STAFF	STAFF	STAFF	STAFF

Verizon Screenshot:

Name	Value
Network IP	166.241.252.254
Network State	Network Dormant
Channel	283
RSSI (dBm)	-87

AT&T Screenshot:

Name	Value
Network IP	166.186.84.17
Network State	Network Ready
Channel	230
RSSI (dBm)	-51
Current Network Operator	310410

Power: 1 solar panel, 1 battery

Landowner: Very helpful

Initial Construction Plan:

Tank Vault Design A. The station consists of a 42-inch diameter plastic pipe vertically embedded into the ground to a depth of 7 feet (the "vault"), with a concrete base (1.0 cu yd) poured into the bottom. Within 23 feet of the vault, an 8-foot tall mast is installed on which is mounted solar panels, a GPS antenna and a cellular antenna. The vault encloses the sensor, electronics, and batteries. The vault is completely covered with a mound of dirt making it fairly unobtrusive.

The location for the site should be away from road traffic (1 km), vehicle parking (200 m), irrigation pumps (1-3 km) or windy hilltops. We try to locate the station so that it bottoms onto competent rock so we often select hillsides or ridge saddles. In agricultural land, irrigation pumps are the main concern.

There are no hazardous materials used in the station on in construction. The environmental impacts are limited to a day or two of dust caused by digging the hole, and some increased noise during construction. If clearance is needed for threatened/endangered species or

cultural artifacts we hire specialists to perform this work. Either the complete site or just the solar panel mast can be fenced to protect livestock and the equipment.

It usually takes one day to dig the hole, install the vault and lid, and backfill around the vault so there is no unattended open hole. The installation of the sensors and communication equipment occurs on a separate day, usually within 3-6 weeks following construction.

The communication equipment is to be located on the solar panel mast and consists of a Verizon, AT&T, or Alltel cellular transmitter.



**APPROVAL OF
SERVITUDE AND ACCESS AGREEMENT
FOR CLEARING BOUNDARY LINES
BOB R. JONES IDLEWILD RESEARCH STATION
EAST FELICIANA PARISH**

TO: Members of the Board of Supervisors

Date: July 16, 2010

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

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

1. Summary of the Matter

Servitude and Access Agreement with adjoining landowners to allow for clearing the existing common fence line for the purpose of constructing a new fence. The new property boundary fence line clearing will provide a firebreak and identify the property line. LSU Ag Center will clear the line and construct the new fence.

2. Business Plan and Fiscal Impact

Not applicable

3. Success or Fiscal Feasibility:

Not applicable

4. Competitive Process:

Not applicable.

5. Legal and related documents:

- Servitude and Access Agreement for Clearing Boundary Lines (attached)

6. Parties of Interest:

- LSU Board of Supervisors
- Adjoining property owners

7. Related Transactions

None

8. **Conflicts of Interest:**

None

Attachments

- Letter from Chancellor Richardson
- Servitude and Access Agreement for Clearing Boundary Lines

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, or his designee, to enter into and execute a Servitude and Access Agreement for Clearing Boundary Lines at the Bob R. Jones Idlewild Research Station, East Feliciana Parish.

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Servitude and Access Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that any and all lawful acts done and performed by John V. Lombardi, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and the same are hereby ratified.”



Office of the Chancellor

101 J. Norman Efferson Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25203
Baton Rouge, LA 70894-5203
(225) 578-4161
Fax: (225) 578-4143

May 13, 2010

Accounting Services
(225) 578-4648
(225) 578-0735

RECEIVED

MAY 14 2010

PROPERTY & FACILITIES

Corporate Relations and
Public Service Activities
(225) 578-4238

Facilities Planning
(225) 578-8731
Fax: (225) 578-6032

MEMORANDUM

TO: Dr. John V. Lombardi, President
Office of LSU System
107 System Building

Human Resource Management
(225) 578-2258
Fax: (225) 578-8284

RE: Request for Board Approval
Servitude and Access Agreement for Clearing Boundary Lines
Bob R. Jones Idlewild Research Station
East Feliciana Parish, Louisiana

Diversity
(225) 578-4640
Fax: (225) 578-8284

I request that the above referenced issue be placed on the Board of Supervisors agenda, if required. As per Article VII, Section 8, Part F(a), this matter is identified as a significant Board Matter. I certify that the information in this report is true and accurate.

Sponsored Programs
104 J. Norman Efferson Hall
Baton Rouge, LA 70803
Post Office Box 25071
Baton Rouge, LA 70894-5071
(225) 578-6030
Fax: (225) 578-6032

We enclose herewith our request for approval, together with supporting documents, and request that this matter be placed before the Board of Supervisors at its June 4th meeting, if required.

Ag Leadership
102 M Efferson Hall - LSU
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-3659
Fax: (225) 578-4225

The information submitted herewith is complete and accurate and is in compliance with Article VII, Section 8 of the bylaws of the Board of Supervisors.

Communications
128 Knapp Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-2263
Fax: (225) 578-4524

Sincerely,

William B. Richardson, Chancellor and
Chalkley Family Endowed Chair

Information Technology
118 Knapp Hall - LSU
Baton Rouge, LA 70803
(225) 578-4020
Fax: (225) 578-3629

WBR:cf

International Programs
International Programs Bldg.
South Stadium Road
Baton Rouge, LA 70803
Post Office Box 16090
Baton Rouge, LA 70893
(225) 578-6963
Fax: (225) 578-6775

xc: ~~Mr. Jim Howell~~
Mr. Roger Husser
Dr. D. Boethel

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research-based information
on just about anything,
visit our Web site:
www.lsuagcenter.com

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

SERVITUDE AND ACCESS
AGREEMENT FOR CLEARING
BOUNDARY LINES

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2009, by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by its undersigned representatives, duly authorized (hereinafter referred to as "LSU"), and

and

_____ ("Owner");

(name and address of adjoining landowner)

provides as follows:

WITNESSETH

WHEREAS, LSU and Owner have agreed that there is a need to clear the boundary line between their respective properties and provide a fire lane on either side of the boundary line (collectively, the "Project"), and the Owner wishes to cooperate with LSU in the implementation of this Project.

WHEREAS, the parties agree that it is in the best interest of Owner to grant certain rights to LSU and for LSU to undertake certain obligations for this Project, and, accordingly, the parties agree to enter into this servitude and agreement for the implementation of the Project.

NOW, THEREFORE, in consideration of the obligations incurred by both LSU and Owner and herein contained, and other valuable consideration, the adequacy of which is hereby acknowledged, LSU and Owner enter into this Agreement on the following terms and conditions:

1. **Grant of Servitude**. Owner does hereby grant to LSU a servitude for the construction of the Project (hereinafter referred to as the "Servitude") measuring twenty feet (20') in width, for the purpose of installing barbed-wire fencing and clearing the Servitude of all trees, vegetation and underbrush for a fire lane and for the completion of the Project, on, over, under and through the following parcel of land situated in _____ Parish, Louisiana, to-wit:

Owner's property as shown on Exhibit "A" attached hereto (attach map or survey of area of servitude on Owner's Property)

2. **Use of Servitude.** Subject to the terms and conditions hereof, Owner grants to LSU the said Servitude over the immovable property shown on Exhibit "A," as long as the same shall be used by LSU for the purpose herein granted, together with the right of ingress to and egress from said Servitude for any and all purposes incident to the rights herein granted.

Owner reserves the right to the use and enjoyment of said Servitude for all purposes, provided same shall not unduly interfere with the use and enjoyment thereof by LSU for the purposes herein granted; and except as hereinafter specifically provided, Owner shall not erect upon the Servitude any structure or improvements which would interfere with the rights hereby granted.

3. **Construction of Improvements**

3.1 **Construction Responsibilities.** LSU shall secure all necessary authorizations and permits for the construction of said Project.

3.2 **Construction Costs.** LSU shall pay all costs of construction of the Project.

4. **Maintenance and Repairs.** Upon completion of the Project, LSU shall be fully responsible for maintaining the Project in good condition and repair.

5. **Insurance.** Both LSU and Owner agree to maintain, or cause to be maintained, liability insurance against claims for bodily injury, loss of life, or property damage occurring in or in connection with a construction of the Project and with LSU's use of the Servitude and maintenance of the Project, with bodily injury, loss of life and property damage covered in the combined single limit of not less than \$1,000,000.00, for total claims for any one occurrence. Self-insurance provided by the State of Louisiana, Office of Risk Management, for LSU shall satisfy the requirements hereof. Each shall cause the other to be named as an additional insured on said liability insurance policies and, upon written request therefor, provide to the other insurance certificates demonstrating compliance with this section and providing that such liability insurance policy shall not be canceled or modified without not less than thirty (30) days prior notice to the other party.

6. **Access to Servitude.** During construction of the Project, LSU, its agents and contractors, shall have the right to enter upon the Servitude for the purposes of completion of the Project and following completion, LSU, its agents and contractors, shall have the right to enter upon the Servitude at all reasonable times for purposes of inspection, clearing of the area, and maintenance of the fencing within the Servitude. LSU agrees to indemnify, defend, and hold Owner harmless from all liabilities, damages, claims, costs or expenses whatsoever, including reasonable attorney's fees and court costs, for bodily injury, death, or property damage resulting from any such entry, inspection or maintenance during the term of this agreement, except to the extent that such damage was caused by the Owner, its agents, contractors, employees, or invitees.

7. **Damages.** LSU shall not be liable to Owner, its successors or assigns, for any damage or loss caused to the improvements within said Servitude arising out of or any way

connected with the Project except for that damage or loss caused or contributed to by any negligent act or omission of LSU, its successors, assigns, contractors, agents, or employees.

8. **Not a Conveyance of Land.** It is understood and agreed by the parties that this Agreement does not constitute a conveyance of any part of the land within the Servitude, nor as a conveyance of any part of the mineral rights in, on or under the land within the Servitude but grants only a servitude as above provided.

9. **Notices.** Any notice or other communication given to or with respect to this Servitude by shall be given by certified or registered mail or telegram addressed to LSU at:

Office of Facility Services
Louisiana Agricultural Center
208 J. Norman Efferson Hall
Baton Rouge, Louisiana 70803-6601
ATTENTION: Roger Husser
Telephone: 225-578-8731
Facsimile: 225-578-7351
e-mail: rhusser@agcenter.lsu.edu

and addressed to Owner at:

Phone: _____
Fax: _____
e-mail: _____

10. **Warranty.** This servitude is granted without warranty of title and is subject to and subordinate to all rights under any existing leases and servitudes affecting Owner's Property.

11. **Governing Law, Successors and Assigns.** This Agreement shall be governed by the laws of the State of Louisiana, and the servitudes, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon each party to this Agreement and its successors and assigns.

12. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto and shall not be modified in any way except by instrument in writing signed by and on behalf of the parties hereto, and no agreement or representation, verbal or otherwise, made by LSU or Owner shall be binding on either party unless incorporated in this agreement.

IN WITNESS WHEREOF, this Agreement is executed effective by LSU as of the date first above written in the presence of the two undersigned competent witnesses, on the day, month and year set forth below.

WITNESSES:

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

Name :

By: Louisiana Agricultural Center

Name:

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this Agreement is executed by the Owner effective as of the date first above written in the presence of the two undersigned competent witnesses, on the day, month and year set forth below.

WITNESSES:

OWNER: _____

Name :

By: _____

Name: _____

Title: _____

Date: _____

Name:



**RECOMMENDATION TO APPROVE AN
INCREASE IN SCOPE AND COST FOR THE
MECHANICAL EQUIPMENT REPAIRS AT THE
UNIVERSITY MEDICAL CENTER IN LAFAYETTE**

TO: Members of the Board of Supervisors

Date: July 16, 2010

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

G.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval ...

1. Summary of the Matter

In October of 2008, the Board of Supervisors approved the 2009 Capital Outlay Request for the Health Care Services Division. Included in that request was a project titled "Mechanical Equipment Repairs" for the University Medical Center in Lafayette that received state funds in the amount of \$1,300,000. The project included repairs to the medical gas and steam systems, air handlers and mixing boxes. The Health Care Services Division is requesting to increase the project scope and cost to include replacement of medical gas zone valves and medical alarms throughout the facility. Estimated total project will increase from \$1,300,000 to \$1,635,000 with the additional \$335,000 coming from self-generated revenues.

In accordance with the 2008 Capital Outlay Resolution, a project cost increase of 20% requires Board approval.

2. Review of Business Plan

Not applicable

3. Fiscal Impact

None

4. Description of the competitive process

Project will comply with public bid laws.

5. Review Legal Documents

Not applicable.

6. Parties of Interest

None.

7. Related Transactions

None.

8. Conflicts of Interest

None.

9. Attachments

- Letter from Dr. Roxane Townsend

RECOMMENDATION

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the adjustment in scope and to add \$335,000 to the existing capital outlay project titled “Mechanical Equipment Repairs” at the University Medical Center in Lafayette. The increase in project scope to include replacement of medical gas zone valves and medical alarms with the total project cost increase coming from self-generated revenues.

BE IT FURTHER RESOLVED that said John V. Lombardi, President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to include in said approvals such terms and conditions that he may deem in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that any and all lawful acts done and performed by John V. Lombardi, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and the same are hereby ratified.”

LSU HEALTH SYSTEM
HEALTH CARE SERVICES DIVISION

WWW.LSUHOSPITALS.ORG

RECEIVED

JUN 14 2010

PROPERTY & FACILITIES

- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- INTERIM LSU PUBLIC HOSPITAL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

June 8, 2010

Dr. John V. Lombardi, President
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

**Re: Mechanical Equipment Repairs – Medical Gas System Upgrades
and Equipment Replacement
University Medical Center, Lafayette LA
Project No. 19-610-09-02, Part 01**

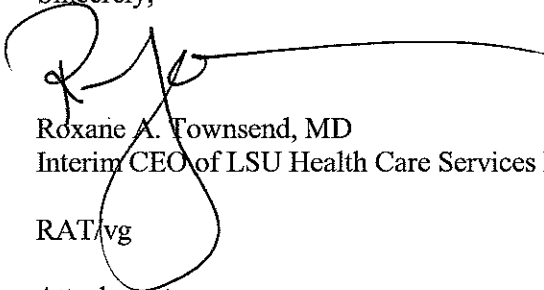
Dear Dr. Lombardi:

On behalf of University Medical Center, Lafayette, I am requesting that the Medical Gas Zone Valves and Alarm System Project scope be increased to add the zone valves and alarm replacement. This is being requested based on the Engineer's recommendation.

University Medical Center, Lafayette has confirmed that the additional funds of \$335,000 will be self generated.

I certify that the information submitted is complete and accurate and is in compliance with Article VII Section 8 of the Bylaws.

Sincerely,



Roxane A. Townsend, MD
Interim CEO of LSU Health Care Services Division

RAT/vg

Attachment



**RECOMMENDATION TO APPROVE AN
ELECTRICAL SERVITUDE AND VAULT AGREEMENT
WITH ENTERGY NEW ORLEANS, INC.
FOR THE LOUISIANA CANCER RESEARCH CENTER AT
THE HEALTH SCIENCES CENTER IN NEW ORLEANS**

To: Members of the Board of Supervisors

Date: July 16, 2010

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

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes, or other immovable property owned or controlled by LSU.

1. Summary of the Matter

Entergy is installing electrical service in support of the new Louisiana Cancer Research Center (LCRC) of LSU Health Sciences Center - New Orleans. The LCRC building is under construction at the corner of Tulane Avenue and South Claiborne Avenue. Entergy requests this agreement in order to install transformer and electrical distribution equipment to service the LCRC building.

2. Review of Business Plan

Not Applicable

3. Fiscal Impact

Not applicable

4. Description Competitive Process

Not applicable

5. Review of Legal Documents

Electrical Servitude and Vault Agreement is attached.

6. Parties of Interest

- LSU Health Sciences Center-New Orleans:
- Entergy New Orleans, Inc.:

7. Related Transactions

None

8. Conflicts of Interest

None

ATTACHMENTS:

- Letter from Chancellor Hollier
- Electrical Servitude and Vault Agreement
- Map

RECOMMENDATION

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, or his designee, to enter into and execute an Electrical Servitude and Vault Agreement with Entergy New Orleans, Inc., for the purpose of providing electrical power for the sole benefit of the Louisiana Cancer Research Center.

BE IT FURTHER RESOLVED that said John V. Lombardi, President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to include in said Electrical Servitude and Vault Agreement such terms and conditions that he may deem in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that any and all lawful acts done and performed by John V. Lombardi, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and the same are hereby ratified."



OFFICE OF THE CHANCELLOR

RECEIVED

JUL 02 2010

PROPERTY & FACILITIES

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

July 1, 2010

Mr. James G. Howell
Assistant Vice President and University Architect
Property and Facilities
Louisiana State University System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

Re: Vault and Servitude Agreement with Entergy New Orleans, Inc.
Louisiana Cancer Research Center
Corner of Tulane Avenue and South Claiborne Avenue
New Orleans, LA 70112

Dear Mr. Howell:

In accordance with Article VII, Section 8(E) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, I am submitting the attached documents to approve and award the Vault and Servitude Agreement with Entergy New Orleans, Inc. at the above-referenced site, currently under construction. The vault and servitude agreement is for the installation of electrical power service to the site.

I certify that the information in the lease is correct and that, to the best of my knowledge, I have provided all necessary documentation and am seeking your review and favorable consideration.

Your assistance is greatly appreciated.

Sincerely,

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

Larry H. Hollier, M.D.
Chancellor

3 Enclosures

ENTERGY NEW ORLEANS, INC.
ELECTRIC SERVITUDE AND
VAULT AGREEMENT

THIS AGREEMENT is between ENTERGY NEW ORLEANS, INC. (herein referred to as "Company"), herein represented by Kenneth W. Spann, its Area Design Manager; THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (herein referred to as "LSU"), whose permanent mailing address is 3810 W. Lakeshore Dr. Baton Rouge, LA, 70808, herein represented by James G. Howell, its Vice-President, duly authorized to execute this Agreement; and LOUISIANA CANCER RESEARCH CONSORITUM (hereinafter referred to as "LCRC"), whose permanent mailing address is 1700 Tulane Ave., New Orleans, LA 70112, herein represented by Steve E. Moye, its President and CEO;

WHEREAS, LCRC has requested Company to make electric service available to the follow described property, which LCRC leases from the owner thereof, LSU, to wit:

A CERTAIN PORTION OF GROUND situated in the First Municipal District of the City of New Orleans, Orleans Parish, in Square 432, bounded by Tulane Avenue, South Claiborne Avenue, Gravier Street and South Derbigny Street; designated as Lot "L" as shown on a plan of resubdivision by 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 South Derbigny Street, at an angle to the left of 102°35'30" a distance of 429.50' to the Point of Beginning, containing 85,700 square feet.

WHEREAS, it will be necessary to install electric transformers and electric distribution facilities on the above-described property in order to provide such service,

IT IS AGREED THAT, in consideration of the convenience and benefits accruing from the installation of electric transformers and electric distribution facilities on the above described property:

1. LCRC shall construct or have constructed, at its expense, a transformer vault to house the required electric transformers and electric distribution facilities in accordance with plans and specifications prepared by LCRC and approved by Company, the City of New Orleans Electrical

Inspection Section and all other requisite authorities prior to the beginning of construction. This vault shall have minimum interior dimensions of 34 Feet 0 Inches Depth on the North Wall by 20 Feet 0 Inches Width on the West Wall by 34 Feet 0 Inches Width on the South Wall by 20 Feet 0 Inches Width on the East Wall with Clear Headroom of 14 Feet 0 Inches and a servitude of 26 Feet 10 inches by 25 Feet 4 Inches by 27 Feet 3 Inches by 20 Feet 4 Inches long from property line to the Vault and a 5 Feet wide by 111 Feet 3 Inches servitude along property line as shown on the Entergy New Orleans, Inc. Drawing No. CM07-369470-074 dated December 10, 2007, a copy of which is attached hereto and made a part hereof.

2. LCRC shall extend LCRC's secondary voltage conductors into the vault as required by and under Company supervision. No other foreign piping, beams, ducts, etc., shall be permitted in the vault except as approved by Company in writing.

3. Company shall own, install, operate and maintain the necessary transformers and its other electric distribution facilities in the vault at its expense. Company shall have the right to render electric service to other properties and customers from the electric distribution equipment installed in the vault.

4. LCRC shall install the necessary primary conductor conduits and manholes from LCRC's transformer vault to the point of connection at Company's electric distribution system as designated by Company. The conduit and manhole system shall be installed in accordance with all applicable Company service standards in effect at the time of installation. Company shall assume ownership and maintain, at Company's expense, that portion of the conduit system which falls within the area of the public right of way. LCRC shall own and maintain, at LCRC's expense, that portion of the conduit and manhole system which falls within the property of LCRC and/or LSU. However, LSU hereby agrees to be jointly and severally responsible with LCRC for the maintenance of said portion of the conduit and manhole system upon completion of its construction. The Company shall own, install, operate and maintain all necessary primary voltage cables from the point of connection at Company's electric distribution system to the customer provided transformer vault.

5. Company shall have the exclusive use and occupancy of the vault and shall have the right of free and unimpeded ingress and egress at all times for the purpose of installing, operating, inspecting, maintaining or removing its equipment in the vault.

6. Any obstruction to the proper installation, inspection, operation, maintenance or removal of Company facilities, including the above-mentioned foreign piping, beams, ducts, etc., may be removed by Company at LCRC's expense.

7. LCRC shall bear the cost of any relocation or modification of the vault and associated underground electric facilities when the change is necessitated by LCRC's requirements. LCRC shall provide, or cause to be provided, suitable locations to which said vault and associated underground electric facilities will be relocated, at no cost to Company, in which event all of the provisions of this Agreement shall then apply to the facilities in their new locations.

8. LCRC shall own the vault and shall properly maintain it, at LCRC's expense. However, LSU hereby agrees to be jointly and severally responsible with LCRC for the maintenance of the vault upon completion of its construction.

9. Company shall indemnify and hold LSU and LCRC harmless from any damage, loss, injury, death or costs caused by the negligence of Company in the installation, operation, maintenance or removal of its electric transformers and its other electric distribution facilities. Under no circumstances shall Company be responsible for any damage, loss or injury caused by Acts of God, strikes, force majeure, riots, civil commotion, or acts of negligence of LSU, LCRC or their respective agents, employees or their agents.

10. LCRC shall indemnify and hold Company harmless from any damage, loss, injury, death or costs caused by the negligence of LCRC in the construction or maintenance of the vault. Under no circumstances shall LCRC be responsible for any damage, loss or injury caused by Acts of God, strikes, force majeure, riots, civil commotion, or acts of negligence of Company, its agents, employees or their agents.

11. LSU shall indemnify and hold Company harmless from any damage, loss, injury, death or costs caused by the negligence of LSU in the maintenance of the vault. Under no circumstances shall LSU be responsible for any damage, loss or injury caused by Acts of God, strikes, force majeure, riots, civil commotion, or acts of negligence of Company, its agents, employees or their agents.

12. The vault forming the subject of this Agreement shall be located at ground level at approximately that site shown in red on the above referenced Entergy New Orleans, Inc. drawing. LSU hereby grants to Company, and LCRC shall be bound by, a servitude, commencing from the date of this Agreement, over, under, across and upon that portion of ground covered by the vault as it exists upon completion. This servitude shall be expanded to include any additions to or changes in location of the vault.

13. To the extent allowed by applicable law, Company shall, at its sole cost and expense, pay, protect, indemnify and save harmless LSU and LCRC against and from any and all claims on behalf of any person arising from Company's facilities or from any exercise by Company or Company's agents, officers, employees, contractors, licensees, assignees or permittees of any of the rights granted herein, except to the extent caused by the fault, negligence, or willful acts of LSU or LCRC or any of their respective agents, officers, contractors or employees.

14. The right is hereby granted to cut down and remove or trim trees or shrubs that interfere with any of the facilities of Company. No buildings or other structures shall be placed on or across the servitude herein granted and such buildings or other structures constructed adjoining said servitude will maintain required distances from the wires and facilities of Company all as provided for in the provisions of the National Electrical Safety Code.

15. All covenants, stipulations, terms, conditions and provisions of this Agreement shall extend to and be made binding upon the respective successors and assigns of Company. LSU and LCRC, as applicable.

16. The interpretation and performance of this Agreement shall be governed by the laws of Louisiana.

IN WITNESS WHEREOF, the parties hereto have this _____ day of _____, 2010, signed this Agreement.

WITNESSES:

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

Print Name _____

By: _____
James G. Howell

Print Name _____

Its: **Vice- President**

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, personally came and appeared _____, who being first duly sworn, did depose and say that he/she signed the foregoing instrument as a witness, in the presence of the LSU and another subscribing witness, all of whom signed in his/her presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

Sworn to and subscribed before me this _____ day of _____ A.D., 2010.

Notary Public

Print Name: _____

BarRoll# or Notary I.D. _____

WITNESSES:

LCRC: Louisiana Cancer Research Consortium

Print Name _____

By: _____
Steve E. Moye

Print Name _____

Its: **President and CEO**

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, personally came and appeared _____, who being first duly sworn, did depose and say that he/she signed the foregoing instrument as a witness, in the presence of the LCRC and another subscribing witness, all of whom signed in his/her presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

Sworn to and subscribed before me this _____ day of _____ A.D., 2010.

Notary Public

Print Name: _____

BarRoll# or Notary I.D. _____

WITNESS:

COMPANY: Entergy New Orleans, Inc.

Print Name: Noel B. Coari

By: _____

Kenneth W. Spann
Its: **Area Design Manager**

Print
Name: _____

STATE OF LOUISIANA

PARISH OF JEFFERSON

Before me, the undersigned authority, personally came and appeared Noel B. Coari, who being first duly sworn, did depose and say that he/she signed the foregoing instrument as a witness, in the presence of the Grantee(s) and another subscribing witness, all of whom signed in his/her presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

Sworn to and subscribed before me this _____ day of _____ A.D., 2010.

Notary Public

Grantee's Permanent Mailing Address:

3734 Tulane Ave. New Orleans, LA,
70119-7049

Print Name: _____

BarRoll # or Notary I.D. _____

WITNESSES:

Print Name _____

Print Name _____

STATE OF _____

PARISH/COUNTY OF _____

INTERVENOR: Louisiana Cancer Research Center of L.S.U.
Health Sciences Center in New Orleans/Tulane Health
Sciences Center

By:

Print Name
Its:

Before me, the undersigned authority, personally came and appeared _____
_____, who being first duly sworn, did depose and say that he/she signed the foregoing instrument as
a witness, in the presence of the Intervenor and another subscribing witness, all of whom signed in
his/her presence, each signing in the presence of all the others, and that all of said signatures thereto are
genuine and correct.

Sworn to and subscribed before me this ____ day of _____ A.D., 2010.

Notary Public

Print Name: _____

BarRoll# or Notary I.D. _____



Office of Academic Affairs Consent Agenda

APPROVAL OF AMENDMENTS TO EACH OF TWO NON-EXCLUSIVE LICENSE AGREEMENTS FOR SWEET POTATO VARIETIES BETWEEN JONES FARMS AND THE LSU AGRICULTURAL CENTER

To: Members of the Board of Supervisors

Date: July 16, 2010

Re: Amendments to each of two Non-Exclusive License Agreements for 'Evangeline' and 'Murasaki-29' Sweet Potato Varieties with Jones Farms

1. Significant Board Matter

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

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

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

2. Summary of Matter

The company licensed both the 'Evangeline' and 'Murasaki-29' sweet potato varieties from the LSUAC last fall, upon approval by the Board of the License Agreements. Since that time, the company has been current in all its payments and the LSUAC has a positive working history with the principals. As anticipated by both license agreements, each of these two amendments extends the term of each license agreement until 9/30/2013.

Further, the Amendment to the 'Evangeline' license removes the previous territorial restrictions so that the license is extended to all 50 states and now provides "local" growers (LA, MS, AL and AR) access to the 'Evangeline' seed/rootstock which they have been unable to obtain due to severe weather events over the past several years. The royalty is maintained at 10% to non-LA growers but is reduced to 5% for LA growers. All other terms and conditions of the non-exclusive license agreements remain in effect.

3. Review of Business Plan

N/A

4. Review of Related Documents

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

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

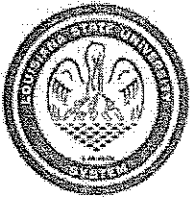
The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

RECOMMENDATION OF THE EXECUTIVE STAFF & DRAFT RESOLUTION:

The Executive Staff recommends that the amendments to each of two non-exclusive license agreements with Jones Farms be placed on the consent agenda of the next meeting of the LSU Board of Supervisors. The Staff further recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect the amendments to the two non-exclusive license agreements with Jones Farms granting to this company a non-exclusive license to use the subject technology, the amendments to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

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



Office of Academic Affairs Consent Agenda

APPROVAL OF NON-EXCLUSIVE LICENSES FOR SWEET POTATO VARIETIES BETWEEN ERW FARMS, LLC AND STEELE PLANT CO., LLC AND THE LSU AGRICULTURAL CENTER

ERW Farms, LLC, 5181 Strickland Road, Bailey, NC 27807
Steele Plant Company, LLC, 202 Collins Street, Gleason, TN 38229

To: Members of the Board of Supervisors

Date: July 16, 2010

Re: Non-Exclusive License Agreements for Evangeline and Murasaki-29 Sweet Potato Varieties

1. Significant Board Matter

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

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

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

2. Summary of Matter

In keeping with its desire to broadly disseminate crop varieties developed by Ag Center scientists, the LSU Agricultural Center desires to license the Evangeline and Murasaki sweet potato varieties to the companies indicated above on a non-exclusive basis.

The licenses are non-sublicenseable. The companies are required to obtain rootstock or plants from the LSU Ag Center or from other sources authorized by LSUAC; they cannot sell or transfer the varieties to third parties who have not obtained a license from LSUAC. The licenses utilize an LSU approved template, provide for an upfront fee, running royalties, and an annual minimum royalty. The licenses include insurance and indemnification protection for LSU.

3. Review of Business Plan

N/A

4. Review of Related Documents

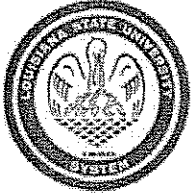
Complete license agreements are on file in the Office of Academic Affairs.

5. Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8
The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

RECOMMENDATION OF THE EXECUTIVE STAFF & DRAFT RESOLUTION:
The Executive Staff recommends that the license agreements with ERW Farms, LLC and Steele Plant Company, LLC be placed on the consent agenda of the next meeting of the LSU Board of Supervisors. The Staff further recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect the license agreements with ERW Farms, LLC and Steele Plant Company, LLC granting to these companies a non-exclusive license to use the subject technology, the license agreement to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

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



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF AN ENDOWED PROFESSORSHIP AT LOUISIANA STATE UNIVERSITY IN SHREVEPORT

To: Members of the Board of Supervisors

Date: July 16, 2010

1. Significant Board Matter

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

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

2. Summary of the Matter

A significant donation has been made to the LSU-S Foundation for the establishment of an Endowed Professorship. The Board of Regents Support Fund was created by the Legislature of Louisiana in 1989 as Act 647 providing therein for multiple \$40,000 challenge grants to be awarded on a one to one and one-half matching basis, and this donation qualifies for inclusion in the Board of Regents Support Fund matching grants program.

The following Endowed Professorship is proposed based on a donation of \$60,000:

- Kelly Kemp Graves Endowed Professorship in Early Childhood Education in the College of Business, Education and Human Development at Louisiana State University in Shreveport

3. Review of Business Plan

Not applicable

4. Review of Documents Related to Referenced Matter

Supporting materials for the proposed Professorship is in order.

5. Other

Not applicable

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

Certification was provided in the resolution to create the Professorship.

ATTACHMENTS:

None

RECOMMENDATION(s)

It is recommended that the Board of Supervisors approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the Kelly Kemp Graves Endowed Professorship in Early Childhood Education in the College of Business, Education and Human Development at Louisiana State University in Shreveport listed above

and

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 of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorship.



Office of Academic Affairs Consent Agenda

APPROVAL OF AN ASSIGNMENT AGREEMENT BETWEEN OPTINOL, INC. AND THE LSU AGRICULTURAL CENTER

To: Members of the Board of Supervisors

Date: July 16, 2010

Re: Agreement to Assign Patent Rights

1. Significant Board Matter

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

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

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

2. Summary of Matter

The LSUAC has performed contract research funded by Optinol under the direction of Dr. Donal Day to optimize certain fermentation technologies of the company related to biofuels for use as transportation fuels. Optinol personnel are joint inventors of this technology which is further dependent upon the company's proprietary materials. The LSUAC has determined it is in the best interest of both the university and the development of the technology to assign full right, title and interest in the invention to Optinol. Consideration for this assignment will take the form of equity in the company and reimbursement of LSUAC's patent and legal fees. The assignment agreement provides for appropriate insurance and indemnification protection for LSU.

3. Review of Business Plan

The LSUAC has reviewed the business plan and determined this is the best course of action to ensure utilization of the technology.

4. Review of Related Documents

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

5. Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8
The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

RECOMMENDATION OF THE EXECUTIVE STAFF & DRAFT RESOLUTION:
The Executive Staff recommends that the agreement to assign patent rights with Optinol, Inc. be placed on the consent agenda of the next meeting of the LSU Board of Supervisors. The Staff further recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect the Agreement to Assign Patent Rights with Optinol, Inc., the agreement to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

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



Office of Academic Affairs Consent Agenda

APPROVAL OF EXCLUSIVE LICENSE AGREEMENT BETWEEN ENERVANA TECHNOLOGIES, LLC AND LOUISIANA STATE UNIVERSITY A&M

To: Members of the Board of Supervisors

Date: July 16, 2010

Re: Exclusive License Agreement between Enervana Technologies, LLC
and LSU A&M

1. Significant Board Matter

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

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

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

2. Summary of Matter

Scientists at the LSU Department of Mechanical Engineering have developed unique technology related to fabrication of micro heat-exchangers. When fully developed, it is believed that the LSU technology may have a significant impact on heat build-up and temperature control, particularly as applied to electronics, computer chips and micro-circuit systems. If successful, this company could start a manufacturing / research business in Baton Rouge that could be supported by researchers and scientists at LSU.

Enervana Technologies, LLC is a start-up company organized under the laws of Louisiana and formed to develop and commercialize the LSU technology. The founders include LSU faculty members Wen Jin Meng, PhD and Glen Sinclair, Ph.D. Dr. Meng's and Sinclair's participation in Enervana Technologies LLC is subject to PM-11 and PM- 67 approvals. The newly formed company has obtained and will utilize SBIR funding to develop and validate the products incorporating the licensed technology.

The license includes an upfront licensing fee, royalties, and a percentage of sublicensing consideration. There are specific milestone events to be reached by Enervana by certain dates. It utilizes an LSU approved template and provides for commercial liability insurance and indemnification of LSU.

3. Review of Business Plan

A business plan was provided, along with information regarding the company's formation.

4. Review of Related Documents

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

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

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

RECOMMENDATION OF THE EXECUTIVE STAFF & DRAFT RESOLUTION:

The Executive Staff recommends that the license agreement with Enervana Technologies LLC, be placed on the consent agenda of the next meeting of the LSU Board of Supervisors. The Staff further recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect a license agreement with Enervana Technologies, LLC granting Enervana Technologies, LLC an exclusive patent license to use the subject technology, the license agreement to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel. This approval is made contingent upon submission and approval of PM-11 and PM-67 documents.

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



Office of Academic Affairs Consent Agenda

**APPROVAL OF NON-EXCLUSIVE LICENSE AGREEMENT
BETWEEN TIGER RECOVERY UNITS, LLC AND
THE LSU AGRICULTURAL CENTER**

To: Members of the Board of Supervisors

Date: July 16, 2010

Re: Non-exclusive License Agreement with Tiger Recovery Units, LLC

1. Significant Board Matter

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

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

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

2. Summary of Matter

The invention, developed by Dr. Chandra Theegala of the LSUAC, is an oil-water separation and remediation device developed in response to the BP oil disaster. A start-up company, associated with the Southeastern Louisiana Economic Development Council, has been formed to commercialize this invention. The proposed non-exclusive license agreement, using LSU's standard template, provides for the right to sublicense and includes an upfront fee and ongoing royalties, reimbursement for both past and future patent costs and insurance and indemnification protection for LSU. Consideration will be an upfront fee, royalties and reimbursement of LSUAC's patent and legal fees.

3. Review of Business Plan

The LSUAC has conducted due diligence on the proposed new company as well as its principals and determined this non-exclusive license is the best course of action to ensure rapid development of the technology.

4. Review of Related Documents

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

5. **Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8**
The campus has certified it is not aware of any potential conflicts of interest pertaining to this transaction.

RECOMMENDATION OF THE EXECUTIVE STAFF & DRAFT RESOLUTION:
The Executive Staff recommends that the non-exclusive license agreement with Tiger Recovery Units, LLC, be placed on the consent agenda of the next meeting of the LSU Board of Supervisors. The Staff further recommends approval of the following resolution:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect the Non-Exclusive License Agreement with Tiger Recovery Units, LLC, the agreement to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

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



Office of Academic Affairs Consent Agenda Item

APPROVAL OF DEGREES TO BE CONFERRED
AT THE SUMMER, 2010 COMMENCEMENT EXERCISES

1. Resolution for approval of degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (August 6, 14, 2010).

LSU.....	August 6, 2010 9:00 a.m. Pete Maravich Assembly Center
LSU at Alexandria.....	No Commencement
LSU at Eunice.....	No Commencement
LSU Health Sciences Center in New Orleans.....	No Commencement
LSU Health Sciences Center in Shreveport.....	August 14, 2010 10:00 a.m. Shreveport Convention Center
LSU in Shreveport.....	No Commencement
LSU School of Veterinary Medicine.....	No Commencement
Paul M. Hebert Law Center.....	No Commencement
University of New Orleans.....	No Commencement

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (August 6, 14, 2010).