

EXCLUSIVE SOFTWARE COPYRIGHT LICENSE AGREEMENT
LSU FILE _____ TECHNOLOGY

This Agreement is effective as of the _____ day of _____, 20____ (the "Effective Date"), between _____, a _____ organized in the State of _____, with offices located at _____ ("LICENSEE"), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana ("LSU"). LICENSEE and LSU agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "DERIVATIVE WORK" means all works developed by LICENSEE that would be characterized as derivative works of the PROGRAM under the United States Copyright Act of 1976, or subsequent revisions thereof, specifically including, but not limited to, translations, abridgments, condensations, recastings, transformations, or adaptations of the PROGRAM, or works comprising editorial revisions, annotations, elaborations, or other modifications of the PROGRAM. The term "DERIVATIVE WORK" shall not, however, include any derivative works that are developed by LSU.

1.2 "END USER" means any authorized person or other entity to whom the PROGRAM or DERIVATIVE WORKS are distributed and who is not granted any rights to sublicense or distribute the PROGRAM or DERIVATIVE WORKS to others.

1.3 "FIELD OF USE" means [Insert definition _____].

1.4 "FIRST COMMERCIAL SALE" means the earlier of (a) the first commercial use by LICENSEE or a SUBLICENSEE, or (b) the date the first commercial license is granted to an END USER by LICENSEE or a SUBLICENSEE – but in neither case including a license that is granted for use in trials, such as field trials or clinical trials, being conducted to obtain FDA or other governmental approval.

1.5 "NET SALES" means the amount billed, invoiced, or received for licenses, sales, rentals, or leases to END USERS, however characterized, by LICENSEE and SUBLICENSEES of the PROGRAM and DERIVATIVE WORKS and for uses of the PROGRAM and DERIVATIVE WORKS by LICENSEE and SUBLICENSEES, less only the following deductions when documented and factually applicable:

- (a) cash discounts actually granted to SUBLICENSEES or END USERS, not to exceed amounts customary in the trade;
- (b) sales, tariff duties, and use taxes separately stated in bills or invoices with reference to particular sales, and actually paid by LICENSEE or a SUBLICENSEE to a governmental unit;
- (c) freight expenses actually red _____, to the extent such expenses are not charged to or reimbursed by SUBLICENSEES or END USERS; or
- (d) amounts actually refu4()w4(d)g.jed or credited oretuwg.jr

If LICENSEE distributes, licenses, rents, or leases the PROGRAM or a DERIVATIVE WORK to an AFFILIATE, at a price less than the regular price charged to other parties, then NET SALES for such transactions shall be computed on the basis of the regular amounts otherwise charged to arms-length third parties

1.6 "PROGRAM" means the software and any related user documentation listed in APPENDIX A, in the form it exists on the Effective Date.

1.7 "ROYALTY PERIOD(S)" means the six-month period(s) ending on the last days of each June and December during the term of this Agreement.

1.8 "SUBLICENSE" means an agreement between LICENSEE and a SUBLICENSEE under which any of LICENSEE's rights under this Agreement are licensed. Licenses to END USERS, though in fact sublicenses under the license granted by this Agreement, shall be excluded from the defined, capitalized term "SUBLICENSES," and are instead referred to herein as "END USER licenses."

1.9 "SUBLICENSEE(S)" means any person or entity who is granted a SUBLICENSE under this Agreement, or who is granted an option to take a SUBLICENSE under this Agreement; other than an END USER.

1.10 "TERRITORY" means **[Insert definition, such as: all countries of the world.]**

1.11 An "AFFILIATE" of LICENSEE shall mean a company or other person controlling, controlled by, or under common control with LICENSEE, where "control" shall mean the direct or indirect control by ownership or otherwise of more than fifty percent (50%) of the outstanding voting shares or voting rights, or other similar measure of control.

ARTICLE 2 - GRANT OF LICENSE

2.1 Subject to the terms and conditions of this Agreement, LSU hereby grants to LICENSEE an exclusive license under LSU's copyright in the PROGRAM to create DERIVATIVE WORKS, and to use, reproduce, market, distribute, publicly display, publicly perform, and otherwise commercially exploit the PROGRAM and DERIVATIVE WORKS in the TERRITORY for use in the FIELD OF USE, including by way of END USER licenses. This license includes the right to grant SUBLICENSES, as provv Tc 0y3o07 (i)4(n)-16((i)4(n))8(us4am)1 d(e)-1(

programmer documentation, at the time each of those is made available to END USERS, directly or indirectly, by LICENSEE or SUBLICENSEES.

2.6 The term of this Agreement shall extend until expiration of the last-to-expire of the copyright rights in the PROGRAM, unless sooner terminated as provided in another specific article of this Agreement.

2.7 The license granted to LICENSEE shall extend to an AFFILIATE of LICENSEE as well, provided that LSU first receives written notice, signed on behalf of both LICENSEE and the AFFILIATE: (1) stating that the AFFILIATE intends to exercise such rights, and (2) agreeing that the AFFILIATE and LICENSEE shall be jointly and severally liable for all obligations to LSU under this Agreement arising from the activities of that AFFILIATE. The activities of the AFFILIATE under this Agreement shall then be deemed to be the activities of LICENSEE. The rights of an AFFILIATE under this Agreement shall terminate if LICENSEE's rights under this Agreement terminate. An AFFILIATE may not sublicense, assign, or otherwise transfer any rights under this Agreement.

ARTICLE 3 - CONSIDERATION

3.1 LICENSEE shall pay royalties to LSU until this Agreement is terminated. Royalties shall include:

- (a) License Issue Fee of _____ dollars (\$_____). Such License Issue Fee shall be nonrefundable, and is due thirty (30) days from the Effective Date of this Agreement.
- (b) Sales-based royalties equal to _____ percent (___%) of NET SALES in the Territory.
- (c) Non-sales-based sublicensing royalties equal to fifty percent (50%) of any consideration that is not based on NET SALES that LICENSEE receives from SUBLICENSEES or assignees in consideration for rights in the PROGRAM or in DERIVATIVE WORKS (e.g., sublicense issue fees, sublicense maintenance fees); excluding only *bona fide* research and development funding.
- (d) LICENSEE shall pay to LSU an annual license maintenance fee ("Annual Fee"). This Annual Fee shall be due on the last day of June of each of the years specified below. LICENSEE may credit each Annual Fee in full against all royalties otherwise due LSU for the calendar year in which LICENSEE pays the specific Annual Fee. This credit may not otherwise be carried forward or carried back for any other ROYALTY PERIOD.

The Annual Fees shall be:

- (1) In _____ : \$ _____ ;
- (2) In _____ : \$ _____ ;
- (3) In _____ : \$ _____ ; and
- (4) In _____ and in each year thereafter during the term of this Agreement: \$_____.

- (e) milestone payments, if any **{to be specified}**

3.2 LICENSEE shall be responsible for the payment of all taxes, duties, levies, and other charges imposed by any taxing authority with respect to any amounts payable to LSU under this Agreement.

to LSU hereunder shall be increased by the amount necessary to yield to LSU an amount equal to the sum LSU would have received had no withholdings or deductions been made. LSU shall cooperate reasonably with LICENSEE in the event LICENSEE elects to assert, at LICENSEE's expense, LSU's exemption from any such tax or deduction.

3.3 Royalty payments shall be payable to "Louisiana State University" in United States dollars, delivered as provided in Article 13 or at such other place as LSU may reasonably designate consistent with the laws and regulations controlling in any country within the Territory.

3.4 In computing royalties, LICENSEE shall convert any revenues it receives in foreign currency into its equivalent in United States dollars at the exchange rate LICENSEE, using its standard accounting procedures, uses to make reports to relevant regulatory and taxing authorities, as long as such accounting procedures are consistent with fair business practices and generally accepted accounting principles.

3.5 Royalty payments shall be made on a semi-annual basis, within thirty-one (31) days of the close of each ROYALTY PERIOD (i.e., each January 31 and July 31). Any overdue amounts shall be subject to interest, compounded monthly until payment, at a per annum rate of five percent (5%) above the prime rate in effect at the JP Morgan Chase & Co. Bank or its successor, (or at the highest allowed rate if a lower rate is required by law), or to payment of an administrative late fee of five hundred dollars (\$500), whichever is greater. The payment of such interest or late fee shall not preclude LSU from exercising any other rights it may have as a result of a late payment. LICENSEE shall reimburse LSU's costs, including reasonable attorneys' fees, for expenses paid to collect any amounts that are overdue by more than one hundred and twenty (120) days.

ARTICLE 4 - REPORTS

4.1 Until the FIRST COMMERCIAL SALE, LICENSEE shall provide to LSU a written annual report on or before July 31st of each calendar year. The annual report shall include: reports of progress and on the amount of capital expended on research and development, regulatory approvals, manufacturing, sublicensing, marketing and sales during the preceding twelve (12) months, and plans for the coming year.

4.2 After the FIRST COMMERCIAL SALE, LICENSEE shall provide semi-annual reports to LSU. By each July 31st and January 31st (i.e. within one month after each ROYALTY PERIOD closes, including the close of the ROYALTY PERIOD immediately following any termination of this Agreement), LICENSEE shall report to LSU for that ROYALTY PERIOD:

- (a) number of END USER licenses and number of the PROGRAM and DERIVATIVE WORKS licensed by LICENSEE and all SUBLICENSEES;
- (b) total billings for END USER licenses by LICENSEE and all SUBLICENSEES;
- (c) computation of NET SALES, showing detailed, self-explanatory calculations of the allowed exclusions;
- (d) amounts due under each of the subparagraphs in Paragraph 3.1 above, with detailed calculations explaining same;
- (e) names and addresses of all SUBLICENSEES;
- (f) a copy of each SUBLICENSE or amendment thereto completed in the prior six-month period, if not previously submitted as required under Article 6.2; and

- (g) a description of each milestone achieved under Article 3 or Article 5, and also specifying any milestone that was due during the ROYALTY PERIOD but that was not achieved.

These reports shall specify the quantity, description (nomenclature and type designation as described in Paragraph 4.3 below), country of production, and country of distribution, sale, or license. If no payment is due, LICENSEE shall so report to LSU. LICENSEE shall direct its authorized representative to certify that reports required hereunder are correct to the best of LICENSEE's knowledge and information. Failure to provide reports as required under this Article shall be a material breach of this Agreement.

4.3 LICENSEE covenants that it will promptly establish and consistently employ a system of specific nomenclature and type designations for the PROGRAMS and DERIVATIVE WORKS to permit identification and segregation of various types where necessary. LICENSEE shall consistently employ, and shall require SUBLICENSEES to consistently employ, the system when rendering invoices thereon and shall inform LSU, or its auditors,

5.4 LICENSEE must achieve the MILESTONES on or before the dates indicated; LSU shall have the sole discretion to determine whether a MILESTONE requirement has been satisfied. LICENSEE shall notify LSU within ten (10) days after each deadline as to whether such MILESTONE was timely met. If LICENSEE'S failure to meet any MILESTONE under this Article continues for thirty (30) days after the date of any MILESTONE deadline, LICENSEE will be deemed to be in material breach of this Agreement, and LSU may terminate the Agreement on ten (10) days' notice, unless LICENSEE achieves the MILESTONE within this ten (10) day period.

ARTICLE 6 - SUBLICENSING & END-USER LICENSES

6.4 LICENSEE shall not receive from a SUBLICENSEE anything of value other than cash payments in consideration for any sublicense under this Agreement, without the express prior written permission of LSU, such permission to be granted or withheld in LSU's sole discretion.

6.5 Each SUBLICENSE granted by LICENSEE under this Agreement shall provide for its termination upon termination of this Agreement. Each SUBLICENSE shall automatically terminate upon any termination of this Agreement unless LICENSEE previously has assigned its rights under the SUBLICENSE to LSU and LSU has expressly agreed in writing, in LSU's sole discretion, to accept such assignment.

6.6 LICENSEE shall include, and shall require its SUBLICENSEES to include, the following statement (or any newer version of the required statement as may be required by contemporaneous federal regulations) in any END USER license for the PROGRAM or for a DERIVATIVE WORK:

Where LICENSEE is the United States Federal Government or Agency, or any agent acting for or on its behalf in licensing this PROGRAM, the following clause shall apply:

UNITED STATES GOVERNMENT RESTRICTED RIGHTS:

This software and any associated documentation is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, as applicable. Contractor/manufacturer is [name of business], [city, state, ZIP code of business].

6.7 No SUBLICENSEE shall have the right to grant further sublicenses or sub-sublicenses without the express, prior, written permission of LSU.

ARTICLE 7 - NONDISCLOSURE; OBLIGATIONS TO OBTAIN AND SECURE RIGHTS

7.1 LICENSEE agrees to secure and protect the PROGRAM and DERIVATIVE WORKS and any copies from disclosure in a manner consistent with the maintenance of LSU's rights in the PROGRAM, exercising at least the same degree of care that LICENSEE exercises in protecting its own proprietary information, and in no case less than reasonable care. LICENSEE also agrees to take appropriate action by instruction or agreement with its employees, consultants, agents and SUBLICENSEES who are permitted access to the PROGRAM or DERIVATIVE WORKS in order to satisfy LICENSEE's confidentiality obligations under this Agreement. However, LICENSEE shall have no confidentiality obligations with respect to any information that is or becomes publicly known through no act of LICENSEE, that is independently developed by LICENSEE as demonstrated by satisfactory documentation, or that is received unrestricted from another source who was not under an obligation of confidentiality to LSU.

7.2 LICENSEE represents and warrants that it will secure all rights from third parties (*e.g.*, rights to functions, toolkits, other software code, images, sounds and writings) that may be necessary to reproduce, modify, distribute, perform, display or use the PROGRAM and DERIVATIVE WORKS, and to allow for the practice of the rights licensed in Article 2 herein. LICENSEE further represents and warrants that it will include in the PROGRAM and DERIVATIVE WORKS, and in SUBLICENSES and END USER licenses and documentation thereof, all statements and copyright notices as required by such third parties, and that it will make clear to SUBLICENSEES and END USERS any needs for licenses or other rights that must be secured from other parties in order to use the PROGRAM and DERIVATIVE WORKS. LSU makes no representation or warranty of any kind that the PROGRAM or any DERIVATIVE WORKS will be free from infringement of patent rights, copyrights, or other rights held by third parties.

ARTICLE 8 - ENFORCEMENT

8.1 Each party shall promptly advise the other in writing of any known, unauthorized acts of infringement or potential infringement of the PROGRAM or DERIVATIVE WORKS. LICENSEE has the first option to police the PROGRAM and DERIVATIVE WORKS against infringement by other parties within the TERRITORY and the FIELD OF USE, but LICENSEE shall notify LSU in writing thirty (30) days before filing any suit. LICENSEE shall not file any suit without a diligent investigation of the merits of such suit by its counsel. This right to police includes defending any action for declaratory judgment of non-infringement or invalidity; and prosecuting, defending or settling all infringement and declaratory judgment actions at its expense and through counsel of its selection, except that LICENSEE shall make any such settlement only with the advice and consent of LSU. If LICENSEE has a reasonable basis for policing the rights outlined above, LSU shall provide reasonable assistance to LICENSEE with respect to such actions, but only if LICENSEE reimburses LSU for out-of-pocket legal and other expenses incurred in connection with any such assistance rendered at LICENSEE's request or reasonably required by LSU, and if LICENSEE notifies LSU in writing thirty (30) days before filing any suit. LSU retains the right to participate, with counsel of its own choosing and at its own expense, in any action under this Paragraph. LICENSEE shall defend, indemnify and hold harmless LSU with respect to any claims or counterclaims asserted by an alleged infringer reasonably related to the enforcement of intellectual property rights licensed under this Agreement, including but not limited to antitrust counterclaims and claims for recovery of attorney fees.

8.2 If LICENSEE undertakes to enforce and/or defend the licensed intellectual property rights by litigation in any country, LICENSEE may withhold up to fifty percent (50%) of sales based royalties (as described in Article 3.1(b)) due to LSU for sales in such country in which the litigation is pending to reimburse up to fifty percent (50%) of LICENSEE's actual out-of-pocket litigation expenses, including reasonable attorneys' fees, but not including salaries of LICENSEE's employees. Such pending litigation

ARTICLE 9 - NO WARRANTIES; LIMITATION ON LSU'S LIABILITY

9.1 LSU, INCLUDING ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE REPRODUCTION, MODIFICATION, USE, OFFER FOR SALE, SALE, PERFORMANCE, DISPLAY, LICENSE OR OTHER DISTRIBUTION OF THE PROGRAM OR DERIVATIVE WORKS WILL BE FREE FROM INFRINGEMENT OF THIRD-PARTY COPYRIGHTS, PATENTS, OR OTHER RIGHTS.

9.2 THE PROGRAM IS BEING PROVIDED TO LICENSEE "AS IS." LSU, INCLUDING ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITIES WHATEVER WITH RESPECT TO DESIGN, DEVELOPMENT, REPRODUCTION, USE, DISTRIBUTION, DISPLAY, PERFORMANCE, IMPORTATION, LICENSE, SALE OR OTHER DISPOSITION BY LICENSEE, END USERS, SUBLICENSEES, OR ANY OTHER PERSON OR ENTITY OF THE PROGRAM OR ANY DERIVATIVE WORKS.

9.3 LICENSEE AND SUBLICENSEES ASSUME THE ENTIRE RISK AS TO PERFORMANCE OF THE PROGRAM AND ALL DERIVATIVE WORKS. In no event shall LSU, including its Board members, officers, employees, and agents, be responsible or liable for any direct, indirect, special, incidental, or consequential damages or lost profits or other economic loss or damage with respect to this Agreement, the PROGRAM, or any DERIVATIVE WORKS, to LICENSEE, END USERS, SUBLICENSEES or any other individual or entity, regardless of legal theory. The above limitations on liability apply even though LSU, its Board members, officers, employees, and agents may have been advised of the possibility of such damage.

9.4 LICENSEE shall not, and shall require that its SUBLICENSEES do not, make any statements, representations or warranties whatsoever to any person or entity, or accept any liabilities or responsibilities whatsoever from any person or entity that are inconsistent with any disclaimer or limitation included in this Article 9.

9.5 LICENSEE AGREES THAT IN NO EVENT SHALL LSU, INCLUDING ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE TO LICENSEE, ITS AFFILIATES, SUBLICENSEES OR END USERS, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, INFRINGEMENT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR RELIEF ARISING OUT OF OR RELATING TO THE PROGRAM OR DERIVATIVE WORKS, OR THIS AGREEMENT, ITS SUBJECT MATTER, OR ANY CONDUCT RELATING THERETO, FOR AN AMOUNT IN EXCESS OF THE ROYALTIES ACTUALLY PAID TO LSU UNDER THIS AGREEMENT.

ARTICLE 10 - INDEMNITY; INSURANCE

10.1 LICENSEE shall defend, indemnify, and hold harmless and shall require its SUBLICENSEES to defend, indemnify and hold harmless LSU, including LSU's Board members, officers, employees, and agents, from and against any claims, damages or expenses (including attorney's fees and other litigation expenses) arising out of any asserted patent, trade secret, copyright, or trademark infringement action brought as a result of the use, reproduction, modification, performance, display, licensing or other

- (a) Any reproduction, use, display, performance, license, sale, distribution, or other disposition by LICENSEE, SUBLICENSEES, END USERS or other transferees of the PROGRAM or any DERIVATIVE WORKS;
- (b) The direct or indirect use by any person of the PROGRAM or DERIVATIVE WORKS reproduced, used, displayed, performed, licensed, sold or otherwise distributed by LICENSEE, END USERS or SUBLICENSEES.

- (4) Any cause of action or claim of LICENSEE or LSU accrued or to accrue because of any breach or default by the other party hereunder;
- (5) The provisions of Articles 1, 9, 13, and 14; and
- (6) All other terms, provisions, representations, rights and obligations contained in this Agreement that by their sense and context are intended to survive until performance thereof by either or both parties.

11.8 Notwithstanding anything in this Agreement to the contrary, upon termination of this Agreement or the license(s) granted herein,

(1) LICENSEE and its SUBLICENSEES may retain copies of the PROGRAM and DERIVATIVE WORKS for use solely in connection with contractual technical support, maintenance, warranty and consulting obligations associated with END USER license Agreements entered prior to the earlier of the date LICENSEE gives notice to LSU of LICENSEE's intent to terminate, or the date of termination, but specifically excluding any right or obligation to create or provide DERIVATIVE WORKS.

(2) So long as each SUBLICENSE agreement is consistent with the terms of this Agreement, then each such SUBLICENSE agreement shall continue in force in accordance with its terms, but without any renewals, extensions or the like unless specifically agreed to in writing by LSU, but only to the extent necessary for a SUBLICENSEE to perform the activities allowed under the above Paragraph 11.8(1); the

validity of this Agreement shall be settled by binding arbitration in Baton Rouge, Louisiana in accordance with CPR's Rules for Non-Administered Arbitration of Patent and Trade Secret Disputes in effect as of the Effective Date, before a single arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures described in this Paragraph are pending. LSU and LICENSEE shall each take such action, if any, required to effectuate this tolling. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement. Otherwise, any controversy arising under or relating to this Agreement, or the breach, termination, or validity of this Agreement, may be adjudicated only in a court, state or federal, having jurisdiction over the subject matter and including Baton Rouge, Louisiana within its territorial district. Both parties consent to the jurisdiction and venue of such a court. A party's right to demand arbitration of a particular dispute arising under or related to this Agreement, or the breach, termination, or validity of this Agreement, shall be waived if that party either: (1) brings a lawsuit over that controversy or claim against the other party in any state or federal court; or (2) does not make a written demand for mediation, arbitration, or both within 60 days of service of process on that party of a summons or complaint from the other party instituting such a lawsuit in a state or federal court of competent jurisdiction.

14.8 LICENSEE shall comply, and shall require its SUBLICENSEES to comply, with all applicable laws and regulations, including but not limited to those relating to this Agreement and to the testing, production,

Add the following if any LSU employees are principals in the licensee, or otherwise have an equity interest or a management, director, or employment position in the licensee:

ARTICLE 15 - CONFLICT OF INTEREST MANAGEMENT

- 15.1 This agreement and the licenses granted hereunder are subject to the provisions of LSU's Permanent Memorandum 67, and the Louisiana Code of Governmental Ethics.
- 15.2 Unless LSU provides appropriate formal written approvals, all development, manufacture, and marketing of the PROGRAM and DERIVATIVE WORKS will take place without the use of LSU funds, facilities, other resources of LSU, or funds administered by LSU.
- 15.3 LICENSEE shall cooperate with LSU in developing and implementing appropriate plans for management of potential conflicts of interest and conflicts of LSU employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

LICENSEE

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

By _____
(authorized representative)

By _____
(authorized representative)

Typed Name _____

Typed Name _____

Title _____

Title _____

Date _____

Date _____

Version 10.17.05

APPENDIX A
TO THE LICENSE AGREEMENT FOR LSU FILE(S) _____
EFFECTIVE THE _____ DAY OF _____, 20_____
BETWEEN _____
AND THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE